

President's Letter

April 1, 2019



Tracey Bridger
MD, FRCP(C)
President

NLMA and Government Reach Agreement on Arbitration Rights

Dear Colleagues:

We are very pleased to inform you that the NLMA and the Provincial Government have amended the Memorandum of Agreement to allow for binding "interest arbitration" to be effective starting with the 2021 round of bargaining. As most of you are aware, this has been an ongoing issue for many years and we are delighted that this problem has finally been resolved. We can now move into bargaining for a new MOA to cover the 2017-2021 period.

By way of background, an agreement-in-principle to use binding arbitration was struck in 2010, with the details worked out in the 2013-2017 MOA. The Government had always insisted that the use of binding arbitration must be dependent on the College of Physicians and Surgeons passing a bylaw to provide sanction against service withdrawals. In 2016, the College decided that it would not create a new bylaw, so the arbitration mechanism was unable to be activated. The NLMA has strenuously pressured the government since that time to negotiate an amendment to the MOA to replace the requirement for a new College bylaw.

The amendment states that neither the NLMA nor its members will threaten or undertake a service withdrawal for the purpose of seeking personal economic gain or benefits exceeding those specified in the MOA. The NLMA and its members will always be able to negotiate, advocate and lobby for improvements to medical compensation and the health system, but we are foregoing the use of service withdrawals as a bargaining tactic, as defined in the amendment, in return for the opportunity to use binding arbitration if we are not satisfied with the progress of MOA negotiations after a 12-month period.

A key provision of the amendment is that if physicians undertake a service withdrawal, and it is not halted within two days, the government may declare arbitration rights to be null and void. Similarly, if the NLMA organizes, encourages or condones a service withdrawal, the continuation of arbitration rights is jeopardized. In both cases, the NLMA can seek third-party review of whether the government has made this declaration within the meaning and intent of the MOA.

The key point is that service withdrawals, or the threat of service withdrawals, to seek compensation and benefits not specified in the MOA, will no longer be permitted. Our goal of recognizing physician work as an essential service has been pursued by physicians for many years, going back to the strike of 2002 and even before. The 17-day strike in 2002 was an extremely tense time that caused significant anxiety for both doctors and patients. This is why we fought so hard to have arbitration rights entrenched in our contract to ensure patient care will never be jeopardized by contract negotiations in the future.

All physicians must now protect this arrangement and be vigilant to avoid the threat of service withdrawals. There are many ways to express our views to government, forcefully and with appropriate pressure, without putting our arbitration rights in the MOA at risk.

Our goal is now achieved, and it will have long-term benefit for our relationship with government. I wish to thank all the physicians over the years who have struggled to realize the goal of arbitration rights within our negotiating framework.

Sincerely,



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President



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