



The Nova Scotia Council of Health Administrative Professional Unions

and

**Nova Scotia Health Authority
Izaak Walton Killam Health Centre**

Ratification Document

October 15, 2023

ARTICLE 1 – INTERPRETATION AND DEFINITIONS

Article 1.03 – Seniority

- 1.03(ii) **(A)** Casual Seniority shall be the seniority with which an Employee was credited as an Employee as of April 1, 2015, in the bargaining unit plus hours worked on and after April 1, 2015. Subject to 1.03(a) (iv), casual seniority will be defined as the accrual of hours worked since the most recent date of hire into a casual position in the bargaining unit.

NEW

- (B)** Casual employees who give appropriate notice to the Employer of a leave for a period of disability covered by the Workers' Compensation Act for an injury sustained in the course of the Employee's performance of work for the Employer, or who are entitled pursuant to the Labour Standards Code to take pregnancy leave, parental leave or adoption leave shall retain their seniority accrued prior to the commencement of the leave.
- (C)** Upon appropriate notice to the Employer, at the conclusion of the leave Casual Employees shall be credited with seniority during the period of disability or pregnancy, parental or adoption leave, such accrual to be calculated on the basis of the employee's average hours worked during the twelve months preceding the period of disability or leave.
- (D)** In cases where the length of employment prior to the period of disability or leave is less than twelve months, then the accrual will be based on the employee's average hours worked during the term of their employment.
- (E)** Under no circumstances can a casual employee accrue seniority for a single period of pregnancy, parental or adoption leave in excess of eighteen months.
- (F)** If the period of disability or pregnancy, parental or adoption leave is less than eighteen months, then the accrual of seniority will be pro-rated accordingly.

1.03(b)(iii) NEW SUBSECTION

IWK:

Should a member of any bargaining unit at the IWK who is also concurrently a member of any bargaining unit at the Nova Scotia Health Authority be the successful candidate for a permanent position in the IWK Health Administrative Professional Bargaining unit, that Employee shall keep or transfer the greater or their IWK or NSHA seniority, provided they terminate their permanent employment with NSHA, to their new Health Administrative Professional Bargaining Unit position at the IWK.

NSH:

Should a member of any bargaining unit at the NSHA who is also concurrently a member of any bargaining unit at the Izaak Walton Killam Health Centre be the successful candidate for a permanent position in the NSHA Health Administrative Professional Bargaining unit, that Employee shall keep or transfer the greater or their IWK or NSHA seniority, provided they terminate their permanent employment with IWK, to their new Health Administrative Professional Bargaining Unit position at NSHA.

1.04 Gender

Amend as follows, and throughout agreement replace all personal pronouns with "they/them/their"

Unless any provision of this Agreement otherwise specifies **or the context of any provision of this Agreement otherwise dictates, personal pronouns** ~~words importing the feminine gender~~ **plural** shall include **individuals of any gender** ~~males vice versa~~.

ARTICLE 2 – RECOGNITION

2.04 No Discrimination

The Union and the Employees support a workplace free of discrimination. Neither the Employer, nor any person acting on behalf of the Employer, shall refuse to continue to employ any Employee or otherwise discriminate against any Employee, on the basis of race, religion, creed, colour, ethnic or national or aboriginal origin, sex, sexual orientation, **gender identity, gender expression**, source of income, political belief, affiliation or activity, family status, marital status, age, or physical disability or mental disability, except as authorized by the Human Rights Act.

2.07 Diversity (BOTH)

The Employer and ~~the~~ **each Constituent** Union recognize the values of diversity, **equity and inclusion** in the workplace, and **agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.** ~~will work cooperatively toward achieving a work environment that reflects the interests of a diverse work force.~~ **In order to help achieve these goals, the parties agree to establish a joint Equity, Diversity, Inclusion, Reconciliation and Accessibility (EDIRA) Committee, composed of equal representatives from the Employer and all Constituent Unions, that will meet on an as needed basis, but no less than quarterly.**

ARTICLE 10 - JOB POSTING

10.01 (f) (BOTH) – NEW ARTICLE

The relevant Constituent Union and Employer may agree that job postings be designated as only being eligible to applicants from one or more of the following:

Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The relevant Constituent Union shall agree or disagree with the Employer's request to designate job postings within 10 working days of the Employer providing the relevant Constituent Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 10.

Article 10.02 Filling Vacancies or Assignments (BOTH)

Where it is determined by the Employer that:

- (a) two or more bargaining unit applicants for a position in a bargaining unit are qualified and
- (b) those applicants are of equal merit, preference in filling the vacancy or Assignment shall be given to the applicant with the greatest length of seniority.
- (c) In the event that vacancy arises in the same position / classification title, within the same work area(s) and/or service within a three (3) month period of the closing date of the competition, the Employer is not required to post the vacancy. The position may be filled through a prior or existing competition within the three (3) month period.

Notwithstanding the above, the Employer may award the position to the most senior applicant without conducting interviews.

- (d) The Employer may offer permanent part-time work of less than a 0.4 FTE to qualified employees on the WASCL provided the new position is of the same classification as the employee's current position, without posting in order of seniority first to permanent part-time employees then casual employees.
- (e) Positions will be awarded to the successful candidate as soon as is reasonably possible following the closing date for the job posting.

10.04 Trial Period

Should the successful candidate for a posted vacancy be a current Employee **of the Employer in any bargaining unit**, ~~she~~ **they** will be placed in the position on a trial period for up to four hundred and ninety- five (495) hours worked. If ~~she~~ **they** ~~proves~~ **prove** unsatisfactory in the new position, or chooses to return to her former position during the trial period, ~~she~~ **they** will be returned to ~~her~~ **their** former position and salary without any loss of seniority and any other Employee promoted or transferred because of the rearrangement of positions will be returned to ~~her~~ **their** former position and salary without loss of seniority.

ARTICLE 15 - OVERTIME

Article 15.10 Time off in Lieu of Overtime (BOTH)

Employees may be permitted to continuously carry an accumulation of up to seventy (70) hours or seventy-five (75) hours, if they work in a seventy-five (75) hour position. The Employer shall divide the year into **two (2) six (6) month periods** ~~four (4) quarters~~. At the end of each **six (6) month period**, ~~quarter~~, the Employer may payout any unused overtime down to seventy (70) hours or seventy-five (75) hours if they work in a seventy-five (75) hour position.

***IWK reference would be article 15.09**

ARTICLE 16 – STANDBY AND CALLBACK

16.01 Standby Compensation (BOTH)

- (a) Employees who are required by the Employer to standby shall receive standby pay of sixteen dollars and twenty-one cents (\$16.21) for each standby period of eight (8) hours or less.

Effective October 31, 2023, Employees who are required by the Employer to standby shall receive standby pay of twenty dollars (\$20.00) for each standby period of eight (8) hours or less.

- (b) Employees who are required by the Employer to standby on a Holiday as listed in Article 18, shall receive standby pay of thirty two dollars and forty cents (\$32.40) for each standby period of eight (8) hours or less.

Effective October 31, 2023, Employees who are required by the Employer to standby on a Holiday as listed in Article 18, shall receive standby pay of forty dollars (\$40.00) for each standby period of eight (8) hours or less.

ARTICLE 17 – VACATIONS

17.04 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The Employee shall advise the immediate management supervisor in writing of ~~her~~ **their** vacation preference as soon as possible for the following vacation year but by ~~February 1st~~ **January 15th** for vacations in the period April 1st to September 30th and shall include requests for vacations during the December holiday period (~~December 16 to January 4~~) and/or March Break vacations for the following year, and by ~~August 1st~~ **July 15th** for vacations in the period October 1st to March 31st. The Employer will post approved vacations in writing by March ~~1st 15th~~ and September ~~1st 15th~~ respectively.
- (b) Preference in vacation schedule shall be given to those Employees with greater length of seniority.
- (c) After the vacation schedule is posted, if operational requirements permit additional Employee(s) to be on vacation leave, such leave shall be offered to Employees on a work unit by seniority to those Employees who may have requested the leave but were denied the leave for their request submitted before ~~February 1st~~ **January 15th** or ~~August 1st~~ **July 15th**. Any additional vacation shall be granted on a first come, first serve basis.

17.06 Restriction on Numbers of Employees on Vacation

NEW (d) For the purposes of this Article, a “complete week” is one calendar week running from Monday at 00:01 hours to Sunday at 24:00 hours.

ARTICLE 18 – HOLIDAYS

18.01 The holidays designated for Employees shall be:

- (a) New Year's Day
- (b) Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) July 1st
- (g) Labour Day
- (h) **National Truth and Reconciliation Day**

***Re-Letter rest of Holidays**

Article 18.07 Religious Day in Lieu (BOTH)

An Employee who is entitled to time off with pay **may choose alternative days as Holidays** in lieu of Good Friday, Easter Monday, Christmas and/or Boxing Day pursuant to Article 18.03 (c), 18.05 (a) (ii) and/or 18.06 (a) (ii) ~~may to~~ take such time with pay in lieu at a time that permits her to observe a **holiday on the day of religious, cultural, or spiritual significance to the employee in lieu of the holidays identified pursuant to this Article.** ~~holy day of her own faith.~~ The Employee shall advise her immediate management supervisor in writing of her desire to take such day(s) off in lieu as soon as possible but before March 1st in each year and the immediate management supervisor will endeavour to grant the request where operational requirements permit.

Article 18.11 Carry over of Banked Holiday Time (BOTH)

Employees may be permitted to continuously carry an accumulation of up to **forty-five (45)** ~~twenty-two-and-one-half (22.5)~~ hours of banked Holiday time. The Employer shall divide the year into **two (2) six (6) month periods** ~~four (4) quarters~~. At the end of each **six (6) month period** ~~quarter~~, the Employer may pay out any unused banked holiday time down to **forty-five (45)** ~~twenty-two-and-one-half (22.5)~~ hours.

ARTICLE 19 – LEAVES

19.02 Bereavement Leave

(a) If a death occurs in the Employee's immediate family when the Employee is at work, the Employee shall be granted leave with pay for the remainder of her scheduled shift. The Employee shall also be granted seven (7) calendar days' leave of absence effective midnight following the death and shall be paid for all shifts the Employee is scheduled to work during that seven (7) calendar day period. In any event, the Employee shall be entitled to thirty-five (35) consecutive hours paid leave, even if this extends past the seven (7) calendar days leave. "Immediate Family" is defined as the Employee's ~~father, mother,~~ **parent**, guardian, ~~brother, sister,~~ **sibling**, spouse, child, ~~father-in-law, mother-in-law,~~ **parents-in-law**, ~~son-in-law, daughter-in-law,~~ **child-in-law**, step-child or ward of the Employee, grandparent or grandchild of the Employee, ~~step-mother, step-father,~~ **step-parent**, ~~step-sister, step-brother,~~ **step-sibling**, step-grandparent, step-grandchild, and a relative permanently residing in the Employee's household or with whom the Employee permanently resides. For employees whose hours of work are seventy-five (75) hours bi-weekly or eighty (80) hours bi-weekly the entitlement shall be thirty-seven and one-half (37 ½)/forty (40) consecutive hours paid leave, even if this extends past the seven (7) calendar days.

The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time of the death, otherwise eligibility will be determined in accordance with paragraph (c) below.

For the purpose of this Article, "Immediate Family" as defined above will include one person who is equivalent to a member of the immediate family for the employee. An employee shall be entitled to bereavement leave for such person only once during the employee's total period of employment with the Employer.

(b) In the event that the funeral or interment for any of the Immediate Family does not take place within the period of bereavement leave provided but occurs later, **bereavement leave may be deferred wholly or partly for the purpose of attending the ceremonial observances of the death to a maximum of two segments.** ~~the employee may defer the final day of his or her bereavement leave without loss of regular pay until the day of the funeral or interment.~~ The Employee shall notify the Employer of this deferment at the time of the bereavement leave. **Deferred bereavement leave shall be taken within twelve (12) months of the date of the death.**

~~(b) In the event that the funeral or interment for any of the Immediate Family does not take place within the period of bereavement leave provided but~~

~~occurs later, the Employee may defer the final **two (2)** days of his or her **their** bereavement leave without loss of regular pay until the day of the funeral or interment. The Employee shall notify the Employer of this deferment at the time of the bereavement leave.~~

- (c)** Every Employee shall be entitled to leave with pay up to a maximum of three (3) days in the event of death of the Employee's **sibling-in-law** ~~brother-in-law or sister-in-law~~, where the relationship is current at the time of death.
- (d)** Every Employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an Employee's aunt or uncle, niece or nephew, or the grandparents of the spouse of the Employee. An Employee may be granted up to two (2) days for travel without pay for the purposes of attending the funeral. The Employee may elect that such bereavement leave be paid by charging the time to the Employee's accumulated vacation, accumulated holiday, or accumulated overtime.
- (e)** The above entitlement is subject to the proviso that proper notification is made to the Employer.
- (f)** If an Employee is on holiday, vacation or sick leave or using time in lieu at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to her appropriate bank.

19.13 Leave for Storms or Hazardous Conditions (NSH ONLY)

- (a)** Time lost by an Employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an Employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
 - (i) made up by the Employee at a time agreed upon between the Employee and the Employee's immediate supervisor; or
 - (ii) charged to the Employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.
- (b)** Notwithstanding 19.13 (a) reasonable lateness **of less than two (2) hours for a scheduled shift due to such conditions will be compensated as regular time worked.** ~~beyond the beginning of an Employee's regular shift starting time shall not be subject to the provisions of Article 19.13 (a)(i), (ii), or (iii), where the lateness is justified by the Employee being able to establish to the satisfaction of the immediate management supervisor that every~~

~~reasonable effort has been made by the Employee to arrive at her work station at the scheduled time.~~

(c) All time lost in excess of two (2) hours will be deemed to be leave, and shall, at the Employee's option be subject to the provisions of Article 19.13 (a)(i), (ii), or (iii).

(e d) No discrimination is to be practiced in the administration of this Article resulting from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

19.18 Compassionate Care Leave* (19.19 IWK)

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence **of up to twenty-eight (28) weeks** in accordance with the *Labour Standards Code*, to provide care or support to:

- the spouse of the Employee,
- a child or stepchild of the Employee,
- a child or stepchild of the Employee's spouse,
- a parent or stepparent of the Employee,
- the spouse of a parent of the Employee,
- the sibling or stepsibling of the Employee,
- the grandparent or step-grandparent of the Employee,
- the grandchild or step-grandchild of the Employee,
- the guardian of the Employee,
- the ward of the Employee,
- a relative of the Employee permanently residing in the household of the Employee or with whom the Employee permanently resides,
- the father-in-law or mother-in-law of the Employee,
- the son-in-law or daughter-in-law of the Employee, or
- any other person defined as "family member" by Regulations made pursuant to the *Labour Standards Code*, as amended from time to time.

19.18 (NSHA)/Article 19.19 (IWK) - Compassionate Care Leave

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence **of up to twenty-eight (28) weeks** in accordance with the *Labour Standards Code*, to provide care or support to:

The remainder of the article is unchanged.

19.19 Leave for Parent of a Critically Ill Child* (19.20 IWK)

An Employee who has been employed by the Employer for a period of at least ~~six (6)~~ **three (3)** consecutive months of continuous employment and is the parent **or guardian** of a critically ill child is entitled to an unpaid leave of absence **of up to thirty-seven (37) weeks** in accordance with the Labour Standards Code.

19.20 Leave for Victims of Domestic Violence (19.21 IWK)

- (a) An Employee who has been employed by the Employer for a period of at least **three (3)** consecutive months is entitled to an unpaid leave of absence if the Employee or a child of the Employee experiences domestic violence in accordance with the Labour Standards Code.
- (b) (i) Such Employee is entitled to **ten (10) days** leave to attend to matters directly related to the domestic violence. **Three (3)** of those days are paid leave and **seven (7)** are unpaid leave. The 10 days may be taken continuously or intermittently.
- (ii) Such Employee is entitled to a continuous unpaid leave of **sixteen (16) weeks** to attend to matters directly related to the domestic violence and shall be returned to their regular position at the end of the leave. The Employee will provide as much notice as reasonably possible of their leave.
- (iii) The Employer will make every reasonable effort to protect the confidentiality of employees experiencing domestic violence.
- (iv) The Employer may require documentation to justify the purpose of the leave. Nothing in this clarification note is intended to either expand or limit the rights of employees or the Employer under the leave for victims of domestic violence provisions of the Labour Standards Code.

19.21 Leave for Crime Related Child Death or Disappearance (19.22 IWK)

An Employee who has been employed by the Employer for a period of at least **three (3)** consecutive months and is the parent or guardian of a child who dies or disappears, and it is probable considering the circumstances that the child has died or disappeared as the result of a crime, is entitled to an unpaid leave of absence of up to **one hundred and four (104) weeks** in the case of a death, or **fifty-two (52) weeks** in the case of a disappearance, in accordance with the Labour Standards Code.

19.22 Critically Ill Adult Care Leave (19.23 IWK)

An Employee who has been employed by the Employer for a period of at least three (3) consecutive months is entitled to an unpaid leave of absence of up to sixteen (16) weeks to provide care to a critically ill adult family member in accordance with the provisions of the Labour Standards Code.

19.23 Volunteer Firefighter and Ground Search and Rescue

Subject to operational requirements, every consideration will be given to granting a leave of absence with pay to an employee who is a registered member of a volunteer fire department or volunteer ground search and rescue organization and who is called out during work hours.

ARTICLE 23 – DISCIPLINE AND DISCHARGE

23.03 **Union Representation**

Where an Employee is required to attend a meeting which, at the time it is scheduled, appears likely to result in discipline being imposed against that particular Employee, the Employee shall be entitled to be accompanied by a Union Representative, provided that this does not result in any undue delay of appropriate action being taken.

ARTICLE 28 – TRAVEL

28.01

- (a) The Employer's travel policy shall apply to all Employees covered by this Agreement and the Employer shall not amend the travel policy during the term of this collective agreement.
- (b) The rates in this Article shall prevail in the event of conflict with the travel policy.
- ~~(c) The Employer and the Council will form a committee to decide the Travel Policy provisions dealing with kilometrage for Employees regularly scheduled to work at more than one (1) work site. The committee will consist of three members nominated by the Council (one (1) from NSGEU, one (1) from CUPE and one (1) from Unifor) and three members nominated by the Employer and will meet no later than sixty (60) days from the effective date of the award. If the committee is unable to come to a resolution within six (6) months of the effective date of the award, the matter will be referred to binding interest arbitration before Arbitrator Kaplan and will be decided on the basis of written submissions. In the meantime, the status quo prevails.~~
- (d c) NSGEU members employed in Public Health Addictions and Continuing Care in the Eastern, Western and Northern Zones currently in receipt of a car allowance on the effective day of this collective agreement shall be ~~grandparented~~ **legacied** and will be eligible for a car allowance in accordance with the provisions of Appendix 6.

28.02 Kilometrage Allowance

An Employee who is authorized to use a privately owned automobile on the Employer's business shall be paid a kilometrage ~~rate allowance of \$0.4415-~~
~~cents per kilometer~~ **in accordance with this Article.**

Note: remainder of article unchanged (adoption of civil service rate)

ARTICLE 31 – HEALTH AND SAFETY

31.09 Safety Footwear

Employees who are required by the Employer to wear safety footwear shall be reimbursed for actual footwear costs to a maximum of ~~\$175.00~~ **\$200.00** (tax inc.) per **calendar** year.

Article 31.10 Point of Care Risk Assessment (BOTH)

(a) The parties agree that the employee shall have access to the appropriate PPE, based on the PCRA. This may include but is not limited to gloves, mask, face protection, gowns, and respiratory protection.

(b) When respiratory protection is required, the appropriate procedures will be followed in accordance with CSA standard Z94.4-11 as per Nova Scotia Occupational Health & Safety Regulations. The employee shall be supplied and use only respirators that are approved by the National Institute for Occupational Safety and Health (NIOSH), or equivalent.

***IWK reference article is 31.09**

ARTICLE 34 – PAY PROVISIONS

34.01 (b) (BOTH)

- i. increase of 1.5% to all pay grades on November 1, 2020
- ii. increase of 1.5% to all pay grades on November 1, 2021
- iii. increase of 3% to all pay grades on November 1, 2022
- iv. increase of 0.5% to all pay grades on October 31, 2023
- v. increase of 3% to all pay grades on November 1, 2023**
- vi. increase of 2% to all pay grades on November 1, 2024**

Pay Table Adjustment

Effective November 1, 2023, prior to the 3% general economic increase on November 1, 2023, a \$0.80 hourly rate adjustment shall be applied to all classifications.

34.02 (c) Pay Equity (BOTH):

The parties agree to the creation of a Joint Committee, with equal numbers of Union and Employer representatives, to undertake a systematic review of pay equity affecting the ~~AP GL~~ Pay Plan in the NSH/IWK. The Committee would have the authority to retain outside expertise as required, to be cost shared by the Employer and the Union and would report to the parties, with **non-binding** recommendations, no later than sixty (60) days after the completion of the Pay Plan Transition process per MOA#17 (NSH) / #9 (IWK) before the expiry of the renewed Collective Agreement on March 31, 2024. Employees would be afforded Present Incumbent Only protection within the process.

34.12 Acting Pay

~~(a) Where an Employee is designated to perform for a temporary period of three-~~
~~(3) or more consecutive days~~ **of at least one (1) shift**, the principal duties of a higher position, ~~she~~ **they** shall receive the rate for that classification. Where the classification rate is on an increment scale, the Employee shall receive an increase in pay that approximates one increment step (based on ~~his/her~~ **their** current scale) increase over ~~his/her~~ **their** current increment rate or the maximum for the position; whichever is less.

34.13 Shift Premium (BOTH)

Effective November 1, 2023, or date of ratification, whichever is later, for all hours worked, including overtime hours worked, on shifts where half or more of the hours are regularly scheduled between 6:00 p.m. and 6:00 a.m., Employees shall **receive a shift premium of three dollars and fifty cents (\$3.50) per hour**. ~~continue to receive the hourly shift premium rate they received prior to the effective date of this Agreement, subject to the following increases:~~

Increase to four dollars (\$4.00) per hour effective November 1, 2024.

- ~~(a) Increase of fifteen (15) cents (\$0.15) effective the date of this Agreement;~~
- ~~(b) Increase of fifteen (15) cents (\$0.15) effective August 1, 2019;~~
- ~~(c) Increase of twenty (20) cents (\$0.20) effective October 31, 2020.~~

34.14 Week-end Premium (BOTH)

Effective November 1, 2023 or date of ratification, whichever is later for all hours worked between the hours of 0001 Saturday and 0700 Monday, Employees shall **receive a shift premium of three dollars and fifty cents (\$3.50) per hour**. ~~continue to receive the hourly week-end premium rate they received prior to the effective date of this Agreement, subject to the following increases:~~

Increase to four dollars (\$4.00) per hour effective November 1, 2024.

- ~~(a) Increase of fifteen (15) cents (\$0.15) effective the date of this Agreement;~~
- ~~(b) Increase of fifteen (15) cents (\$0.15) effective August 1, 2019;~~
- ~~(c) Increase of twenty (20) cents (\$0.20) effective October 31, 2020.~~

ARTICLE 35 – REASSIGNMENT

35.02 (ii) Short Notice Reassignment

In circumstances where the Employer is required to reassign Employees on short notice, in accordance with 35.01, the following process ~~with~~ **will** be followed:

ARTICLE 37 – CASUAL EMPLOYEES (IWK)

IWK SPECIFIC PROPOSAL

37.11 Leaves

(a) (iii)

Pregnancy Leave (Article 19.06 (a) to ~~(n)~~ (**m**)) but without Pregnancy Allowance
(Article 19.06 ~~(n)~~ (**n**))

ARTICLE 38 – LONG ASSIGNMENTS, SHORT ASSIGNMENTS, AND RELIEF ASSIGNMENTS

38.03 Work Area Specific Casual Lists

(a) The Casual Availability List shall be broken down into Work Area Specific Casual Lists.

(b) Provided an Employee possesses the necessary qualifications, skills, and abilities reflecting the functions of the job concerned, as determined by the Employer, an Employee as specified in Article 38.01 may have her name placed on a Work Area Specific Casual List. Such Employee may also have her name placed on other Work Area Specific Casual Lists in accordance with (f) and (g) below.

(c) An Employee on a Work Area Specific Casual List is not obliged to accept an assignment when offered. However, if an Employee is consistently unavailable when called for work on a unit, she shall be struck from that Unit Specific Casual List unless the Employee has notified the Employer that she shall be unavailable for work for a specific period of time or if the offered shifts that were declined were of three (3) hours or less.

(d) It is the responsibility of the Employee to keep the Employer informed of any changes in her desire to be assigned casual work.

(e) The assigning order for a Work Area Specific Casual List is:

- (i) Employees on the recall list in order of their seniority;
- (ii) Permanent Part-time Employees in order of their seniority; and
- (iii) Casual Employees in order of their seniority;

(f) Permanent Part-time Employees

(i) A Permanent Part-time Employee may place her name on the Work Area Specific Casual List of her work area if she wishes to be offered casual work. Such Employee must indicate whether she wants to be offered short assignments and/or extra shifts and/or relief shift assignments.

(ii) A Permanent Part-time Employee may request that her name be placed on ~~one (1)~~ additional Work Area Specific Casual Lists. Such a request shall be considered by the Employer and the decision will be made based on operational requirements.

(g) Casual Employees

A Casual Employee may place her name on any Work Area Specific Casual List(s).

(h) The Employer may determine that an Employee on the Work Area Specific Casual List no longer possesses the necessary qualifications, skills, and abilities as determined by the Employer, reflecting the functions of the job concerned. If the Employer determines that the Employee is no longer qualified, the Employee shall be struck from that Work Area Specific Casual List, in which case written notification shall be given to the Union and the Employee.

(i) In unusual situations, the Employer may request an Employee who is not on a particular Work Area Specific Casual List to work in that work area. Such an assignment does not result in the Employee being deemed qualified for the unit's list.

(j) Off Unit Overtime Availability

Once the Employer has exhausted the Work Area Specific Casual List process, including the offering of overtime in the work area, and there remains work available, the Employer may offer such assignment to qualified employees outside of the home work area who have expressed interest in being assigned overtime work. Notwithstanding Article 15.09, overtime worked outside of the employee's home work area shall be taken in the form of pay.

***IWK reference would be article 15.08**

38.04 Part-Time and Casual Employee's Extra Shifts

(iii) Part-time and Casual Employees are permitted to submit a revised Availability Form indicating availability by ~~March~~ **February** 1st (for April to June); by ~~June~~ **May** 1st (for July to September); by ~~September~~ **August** 1st (for October to December); and by ~~December~~ **November** 1st (for January to March). A revised Part-Time Employee Availability Form may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld.

38.05 Long Assignments

(f) Notwithstanding Article 37.02, a Casual Employee who accepts a Long Assignment shall only be excluded from the following benefits:

- (i) Vacation (Article 17)
- (ii) Pregnancy Leave Allowance (Article 19.06(n))
- (iii) **Parental and** Adoption Leave Allowance (Article 19.08(i))
- (iv) Prepaid Leave (Article 19.14 and 44)
- (iv) Leave of Absence for Political Office (Article 19.15)
- (vi) Military Leave (Article 19.16)

- (vii) Education Leave (Article 19.17)
- (viii) Retirement Allowance (Article 29)
- (ix) Job Security (Article 32)
- (x) Job Sharing (Article 40)
- (xi) Long Term Disability (Article 20.02 and all related LTD articles)

ARTICLE 45 - TERM OF AGREEMENT

45.01 Term of Agreement (BOTH)

November 1, 2020 to October 31, 2025

Sick Leave Appendix's moved to match nursing language for family appointment/sick related leaves.

APPENDIX X (Refers to Article 14.08)

The parties agree that the chart below clarifies the required proration referenced in the last sentence of Article 14.08. Article 14.08 otherwise remains unchanged.

70 hr Biweekly			
Shift Length	Paid Hours	Unpaid Meal Break (Minutes)	Paid Rest Periods (Minutes)
4.00	3.500	30.000	15.000
4.50	3.938	33.750	16.875
5.00	4.375	37.500	18.750
5.50	4.813	41.250	20.625
6.00	5.250	45.000	22.500
6.50	5.688	48.750	24.375
7.00	6.125	52.500	26.250
7.50	6.563	56.250	28.125
8.00	7.00	60.000	30.000
8.50	7.438	63.750	31.875
9.00	7.875	67.500	33.750
9.50	8.313	71.250	35.625
10.00	8.750	75.000	37.500
10.50	9.188	78.750	39.375
11.00	9.625	82.500	41.250
11.50	10.063	86.250	43.125
12.00	10.50	90.000	45.000

Pd Hrs Multiplier = 70/80

Pd Hrs = Shift Length * Pd Hrs Multiplier

Unpaid Break in Minutes = (Shift Length-Pd Hrs) * 60

Paid Break in Minutes = Unpaid Break/2

75 hr Biweekly			
Shift Length	Paid Hours	Unpaid Meal Break (Minutes)	Paid Rest Periods (Minutes)
4.00	3.750	15.000	15.000
4.50	4.219	16.875	16.875
5.00	4.688	18.750	18.750
5.50	5.156	20.625	20.625
6.00	5.625	22.500	22.500
6.50	6.094	24.375	24.375
7.00	6.563	26.250	26.250
7.50	7.031	28.125	28.125
8.00	7.500	30.000	30.000
8.50	7.969	31.875	31.875
9.00	8.438	33.750	33.750
9.50	8.906	35.625	35.625
10.00	9.375	37.500	37.500
10.50	9.844	39.375	39.375
11.00	10.313	41.250	41.250
11.50	10.781	43.125	43.125
12.00	11.250	45.000	45.000

Pd Hrs Multiplier = 75/80

Pd Hrs = Shift Length * Pd Hrs Multiplier

Unpaid Break in Minutes = (Shift Length-Pd Hrs) * 60

Paid Break in Minutes = Unpaid Break

NEW MOA for NSHA re: Pay Implementation

The parties agree to address the pay of certain classifications as follows:

- 1. Effective November 1, 2022, prior to the application of the 3% in Article 34.01 (b)(iii), the parties agree to adjust the wage rates of any classification in Appendix "A" for which the top up of the wage scale is less than \$20.00 per hour by providing a \$1.00 per hour increase to each step of the wage scale;**
- 2. In classifications where the Pay Plan Transition Committee (formed pursuant to MOA #17 of the expired NSHA collective agreement and MOA #9 of the expired IWK collective agreement) has reached agreement on an appropriate match for classifications, the adjustment described in paragraph 1 will be based on the matched classifications;**
- 3. In classifications where the Pay Plan Transition Committee has not reached agreement on an appropriate match for classifications, the adjustment described in paragraph 1 will be based on the classifications' current wage scale;**
- 4. In cases where a classification described in paragraph 3 is matched to, or evaluated at, a higher paying classification, any retroactive amount owing to employees of that classification will be reconciled to the amount they would have received under paragraph 2 had the matching exercise been completed;**
- 5. In cases where a classification described in paragraph 3 is matched to, or evaluated at, a lower paying classification, the employees in that classification will be granted present incumbent only pay protection in accordance with paragraph 4 (b) of the Pay Plan Transition MOA;**
- 6. The classifications that received the adjustment in paragraph 1 will still be entitled to the wage increases contained in Articles 34.01 (b)(iii) and (iv).**

NEW MOA for IWK re: Pay Implementation

The parties agree to address the pay of certain classifications as follows:

- 1. Effective November 1, 2022, prior to the application of the 3% in Article 34.01 (b)(iii), the parties agree to adjust the wage rates of any classification in Appendix “A” for which the top up of the wage scale is less than \$20.00 per hour by providing a \$1.00 per hour increase to each step of the wage scale;**
- 2. In classifications where the Pay Plan Transition Committee (formed pursuant to MOA #17 of the expired NSHA collective agreement and MOA #9 of the expired IWK collective agreement) has reached agreement on an appropriate match for classifications, the adjustment described in paragraph 1 will be based on the matched classifications;**
- 3. In classifications where the Pay Plan Transition Committee has not reached agreement on an appropriate match for classifications, the adjustment described in paragraph 1 will be based on the classifications’ current wage scale;**
- 4. In cases where a classification described in paragraph 3 is matched to a higher paying classification, any retroactive amount owing to employees of that classification will be reconciled to the amount they would have received under paragraph 2 had the matching exercise been completed;**
- 5. In cases where a classification described in paragraph 3 is matched to a lower paying classification, the employees in that classification will be granted present incumbent only pay protection in accordance with paragraph 4 (b) of the Pay Plan Transition MOA;**
- 6. The classifications that received the adjustment in paragraph 1 will still be entitled to the wage increases contained in Articles 34.01 (b)(iii) and (iv).**

NEW MOA re: Vacation Entitlement (BOTH)

The vacation entitlement of a person upon appointment to a position may be at a rate higher than the minimum prescribed in Article 17.01 if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position and upon the agreement of the relevant Constituent Union. Such agreement shall not be unreasonably withheld.

NEW MOA – Travel Committee (NSH Specific Proposals)

Whereas the Parties wish to confirm their agreement relating to the application of the following provisions of the following collective agreements:

- **Article 28.01 (c) of the Health Care, Support and Administrative Professional collective agreements binding the Parties and**
- **Article 23.00 of the Nurse collective agreement binding the Parties**

Now then the Unions and the Employer hereby agree as follows:

- A. Travel expenses represent reimbursement for costs associated with Employer authorized travel while on the Employer's business.**
- B. Reimbursement is for actual kilometrage traveled.**
- C. Employees must ensure that the most direct and efficient route is travelled while authorized for travel on the Employer's business.**
- D. reimbursement is based on round trip from the employee's Home Site (HS) to assigned Alternate Site (AS).**
- E. When an employee is reassigned from their Home Site (HS) to an Alternate Site (AS) for multiple consecutive days and the employee's Residence is closer to the AS, in addition to one round trip kms from HS to AS, the employee claims kms travelled from AS to their residence for the days re-assigned to the AS.**
- F. When an employee is reassigned from their Home Site (HS) to an Alternate Site (AS), for multiple consecutive days and the employee's Residence is not closer to the AS, in addition to one round trip kms from HS to AS, the employee claims kms from their HS to the AS for the days re-assigned to the AS.**
- G. This application of the Employer's travel policy will apply on a go forward basis effective the beginning of the next month following one full month of having received the signed MOA. This timing is meant to provide the Employer and the Unions with sufficient notice to ensure appropriate communication as needed. For example, if the signed MOA is received in December, implementation would occur effective the beginning of February with communication and messages taking place in January.**
- H. This application of the Employer's Travel Policy does not apply to Multi-Site Positions that are posted and filled as Multi-Site positions, except when an employee in a Multi-Site position is reassigned by the Employer from a site included in the employee's normal group of sites to an Alternate Site (not**

included in the employee's normal group of sites). However, if an employee in a Multi-Site position is required to travel among their normal group of during the course of their shift; this is considered travel while on the Employer's business and is compensated as per the Employer's Travel Policy.

NEW MOA – REDUCTION IN APPOINTMENT STATUS (NSH Specific)

- .01 The Union and the Employer recognize that Employees, may, at various points in their employment request a temporary or permanent reduction in hours of work and appointment status.**
- .02 The Union and the Employer also recognize that requests for voluntary reductions in hours of work and appointment status may impact operational requirements.**
- .03 Accordingly, a Permanent Employee who seeks a temporary or permanent reduction in hours of work and appointment status will seek the approval of her immediate manager by indicating the amount of reduced hours the Employee seeks and the duration of such reduced hours. The duration of a temporary reduction in hours must be specified and must not exceed one (1) year.**
- .04 The immediate manager shall not unreasonably deny such a request. Approval by the immediate manager shall be discretionary and will ensure that the request will not adversely impact operational requirements.**
- .05 The Employer will notify the Union Representative of the Constituent Union of either its intention to post and fill the reduced hours or part-time equivalent of full-time hours within a reasonable time frame, pursuant to the provisions of Article 10, or to hold the posting. If the Employer intends to hold the posting, it shall also provide the reason(s) for doing so.**
- .06 The Union and the Employer will keep track of the full time equivalent position that may arise through this process.**
- .07 The immediate manager may consider a request for an extension of the temporary reduction of hours and appointment status subject to the above noted considerations of operational requirements. The Employer will advise the Union Representative of the Constituent Union if an extension is approved.**
- .08 A Permanent Employee who has requested a temporary or permanent reduction in her hours of work and appointment status has status as a Part-Time Employee. As such, they may submit availability for extra and relief shifts in accordance with Article 38.**
- .09 On the date of the return to work from a temporary reduction in hours, or at such earlier or later time as mutually agreed between the requesting Employee and the immediate manager, the requesting Employee is able to return to her previous position and salary without loss of Seniority or Service. Any other Employee promoted or transferred because of the**

temporary reduction in hours of work and appointment status shall be returned to their former or Casual status, where applicable, and salary without loss of Seniority or Service.

- .10 In extraordinary circumstances, the Employer may cancel a temporary reduction in hours with thirty (30) days' notice. In the event a temporary reduction is cancelled, the Permanent Employee is able to return to her previous position and salary without loss of Seniority or Service. Any other Employee promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position or Casual status, where applicable, and salary without loss of Seniority or Service. The Employer will advise the Union Representative of the Constituent Union of the reason(s) for the cancellation.**

NEW MOA – SENIORITY TIE BREAKING (NSH Specific Proposals)

Further to Article 1.03 (c) of the Administrative Professional collective agreement between NSHA and the Nova scotia Council of Health Administrative Professional Unions, the Unions and the Employer recognize that a standardized process and methodology is required in order to address Seniority ties that result when two (2) or more permanent employees are hired with the same date in the same bargaining unit:

- A. Seniority Ties will be broken through a randomized electronic method.**
- B. The Employer will identify the employees by bargaining unit seniority list with seniority ties.**
- C. The Employer will conduct the randomized electronic method on a monthly basis on the first working day of each month at 1:00pm (or other date and time as mutually agreed). The dates are as follows for 2019 and 2020:**
 - 1. September 12, 2019 covering all new hires from last published seniority lists (Feb 16, 2019 to August 31, 2019).**
 - 2. November 1, 2019 covering all hires Sep 1-30**
 - 3. December 2, 2019 covering all hires Oct 1-31**

NOTE: Permanent and Casual seniority lists are posted on December 15 for Administrative Professional.

- 4. January 2, 2020 covering all hires Nov 1-30**
- 5. February 3, 2020 covering all hires Dec 1-31**
- 6. March 2, 2020 covering all hires Jan 1-31**
- 7. April 1, 2020 covering all hires Feb 1-29**
- 8. May 1, 2020 covering all hires Mar 1-31**
- 9. June 1, 2020 covering all hires Apr 1-30**

NOTE: Casual seniority lists are posted on June 15 for Administrative Professional.

- 10. July 2, 2020 covering all hires May 1-30**
- 11. August 4, 2020 covering all hires Jun 1-30**
- 12. September 2, 2020 covering all hires July 1-31**
- 13. October 1, 2020 covering all hires Aug 1-31**
- 14. November 2, 2020 covering all hires Sep 1-30**
- 15. December 1, 2020 covering all hires Oct 1-31**

- D. Representatives for the Employer and the Unions will witness the randomized electronic tie breaking method.**
- E. The Employer and the Unions will continue to work together on options to be able to witness the randomized electronic method.**
- G. The seniority ranking results will be entered into SAP and will appear on the official seniority lists when posted as per the collective agreements.**

H. Employees, Managers, or the Unions can make inquiry to People Services to confirm seniority ranking.

The Employer and the Unions further recognize Article 1.03 (c)(iii) addresses Seniority ties that are the result of a casual employee having seniority hours converted to a permanent seniority date.

However the collective agreement does not address seniority ties that result as per Article 1.03 (b) when a permanent employee transfers into the bargaining unit from another bargaining unit or is hired from the IWK.

In the event that an Employee who transfers seniority as per Article 1.03 (b) has the same Seniority date as a current Bargaining Unit member(s), the Employee who transfers shall be placed on the Seniority list below the other pre-established Bargaining Unit member(s) with the same seniority date.

IWK SPECIFIC PROPOSALS

APPENDIX 2 - LAID-OFF EMPLOYEE AVAILABILITY FORM

Amend date to be consistent with proposed changes to Article 38.04 C

MOA # 3 Market Base Adjustments

Amend title (Health Care Unions to Health Administrative Professional Unions)

RENEW MOA #6

Establishing a Single Group Insurance Plan

DELETE MOA #12

Transfer of Telecommunications Coordinator from Health Care into the Administrative Professionals Bargaining Unit (if already transferred)

NSH SPECIFIC PROPOSALS

DELETE MOA #6

Nurses Transferred into the Healthcare Bargaining Unit

MOA #13

Grandparenting of CUPE Article 17.02 (a)(i) and Unifor Article 9.02 (a) – Amend “grandparenting” to “Maintaining”

DELETE MOA #15

Transitional Agreement re: Job Sharing and Prepaid Leave

RENEW MOA #18

Establishing a Single Group Insurance Plan for All Employees of the NSHA

APPENDIX 3 – LAID-OFF EMPLOYEE AVAILABILITY FORM (NSH Specific)

Amend dates to be consistent with proposed changes to Article 38.04 (iii)

DELETE APPENDIX 6

Grandparented Car Allowance for Certain Employees

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