

IWK – Health Administrative Professional Bargaining Unit – Tentatively Agreed changes:

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Definitions

For the purpose of this Agreement:

- (1) **“Bargaining Unit” consists of all Employees of the Employer who occupy positions that require them to be engaged primarily in a non-clinical capacity to perform functions that are predominantly clerical or administrative as defined in paragraph 80(b)(1)(c) of the *Health Authorities Act* and as defined in ~~Schedule 5~~ Schedule **3** of the decision of James Dorsey dated February 19, 2015 but excluding those persons described in paragraphs (a) and (b) of Section 2 of the *Trade Union Act*.**

- (3) **“Council” means the Nova Scotia Council of Health Administrative Professional Unions.**

1.03 Seniority

- (a) **“Seniority” shall be defined in accordance with the following:**
 - (i) **Permanent Seniority shall be the seniority date with which an Employee was credited as an Employee at April 1, 2015 in the Bargaining Unit. Subject to 1.03(a)(iii), regular seniority for those hired after April 1, 2015 will be defined as the most recent date of hire into a permanent position in the Bargaining Unit.**

 - (ii) **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.**

 - (iii) **When an Employee transfers from a casual to a permanent position, the Employee’s Casual seniority hours will be divided by 1820 and assigned a calendar value which will determine the Employee’s permanent seniority date, which will be prior to the date of hire into a permanent position.**

- (iv) When an Employee transfers from a permanent position to a casual position, the Employee's hours worked shall be used to establish the Employee's accrual of hours for the Employee's date of hire in the casual position. In no case will any Employee accrue more than 1820 hours seniority per year for the purposes of the above.
 - (v) Seniority will be calculated in the same fashion for employees whose full time hours are 1950 or 2080 hours per year, except 1950 hours or 2080 hours will be substituted for 1820 in the calculations set out herein.
- (b) Employees' Seniority shall be transferrable as follows;
- (i) Should a member of any bargaining unit at the IWK be the successful candidate for a permanent position in the IWK Health Administrative Professional Bargaining unit, that Employee shall keep and transfer their seniority to their new Health Administrative Professional Bargaining Unit position at the IWK.
 - (ii) Should a member of any bargaining unit at the Nova Scotia Health Authority be the successful external candidate for a permanent position in the IWK Health Administrative Professional Bargaining Unit, that Employee shall keep and transfer their seniority to their new Health Administrative Professional Bargaining Unit position at the IWK.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

- (a) Not agreed.
- (b) Overtime Exception

Where, during a regular scheduled shift rotation, an Employee may be required to work in excess of seventy (70) hours in a two-week (2) period, additional hours shall not constitute overtime in that two (2) week period,

provided the hours of work average seventy **(70)** hours per two (2) weeks of each complete cycle of the shift rotation.

(c) **Rest Intervals between Scheduled Shifts**

With the exception of employees who are working shifts greater than seven **(7)** hours, every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within sixteen (16) hours of the completion of the Employee's previous shift. In addition to situations arising pursuant to Article 14.03, shift arrangements requested by the Employee(s) in writing and approved by the Employer, in variance to the foregoing, shall not constitute a violation of this provision.

14.08 Meal Breaks and Rest Periods

For each seven **(7)** hour shift, subject to the provisions of Article 14.09, the Employer shall provide an unpaid meal break of one **(1)** hour and paid rest periods totalling one-half (½) hour, not to be taken in less than two (2) breaks. The Employer shall schedule meal breaks in such a way that an Employee be permitted to leave her work area. Operational requirements may be such that these breaks may not be able to be taken off the premises. These breaks shall be prorated for shift duration.

ARTICLE 19 – LEAVE OF ABSENCE

19.10 Leave for Birth of Child

On the occasion of the birth of his/her child, a spouse who is an Employee shall be granted special leave without loss of regular pay up to a maximum of **fourteen (14) scheduled hours** during the confinement of the mother. This leave may be divided into two periods and granted on separate days.

19.11 Leave for Adoption of Child

An Employee shall be granted special leave without loss of regular pay up to a maximum of **fourteen (14) scheduled hours** for the purpose of the adoption of a child by the Employee, or the Employee's spouse. This leave may be divided into two (2) periods and granted on separate days.

19.12 Leave for Family Illness and Medical and Dental Appointments

Full-time employees shall be entitled to leave of absence with pay for up to **thirty-five (35)** hours per fiscal / calendar year to attend to an illness of a member of an Employee's immediate family meaning spouse, son, daughter, father or mother (or

legal guardian) and when no one at home other than the Employee can provide for the needs of the ill person, or to engage in personal preventative medical and dental care.

ARTICLE 31 - HEALTH AND SAFETY

31.08 Uniforms and Protective Clothing

- (a) Should the Employer determine that uniforms are a requirement, it is the responsibility of the Employer to provide the clothing, and it shall be the responsibility of the Employee to clean the clothing.
- (b) Where conditions of employment are such that an Employee's clothing may be contaminated, or where an Employee's clothing may be damaged, the Employer shall provide protective clothing (smocks, coveralls, lab coats, or similar overdress) and shall pay for their laundering.

31.09 Safety Footwear

~~Stores Clerks~~ Employees who are required by the Employer to wear safety footwear, ~~except for those employees covered by a footwear voucher system,~~ shall be reimbursed for actual footwear costs to a maximum of ~~\$425~~ **\$175.00** (tax inc.) per year.

ARTICLE 34 - PAY PROVISIONS

34.01 Rates of Pay

- (a) The rates of pay set out in Appendix B shall form part of this Agreement.
- (b) The following general wage increases shall be implemented for each of the classifications in the Health **Administrative Professional** Bargaining Unit during the term of this collective agreement:
 - i. **Increase of 1% to all rates on November 1, 2016;**
 - ii. **Increase of 1.5% to all rates on November 1, 2017;**
 - iii. **Increase of 0.5% to all rates on October 31, 2018;**
 - iv. **Increase of 1.5% to all rates on November 1, 2018;**
 - v. **Increase of 0.5% to all rates on October 31, 2019;**
 - vi. **Increase of 1.5% to all rates on November 1, 2019;**
 - vii. **Increase of 0.5% to all rates on October 31, 2020.**

~~34.16 Post Graduate Training - Three to Six Months~~

~~Anesthesia Technicians who have completed a post graduate training course relating to Anesthesia Technology of six (6) months or more and is employed in a capacity utilizing this course shall be paid an additional \$55.65 per month.~~

Note: Renumber existing 34.17 as 34.16.

ARTICLE 37 - CASUAL EMPLOYEES

37.14 Pay Increments

~~A casual Employee shall be entitled to an increment on the completion of nineteen hundred and fifty (1950) hours worked and a further increment upon the completion of each period of nineteen hundred and fifty (1950) hours worked thereafter to a maximum for the Employee's classification.~~

A newly hired Casual Employee's date of employment shall be the date first worked as a Casual Employee.

- (i) Casual Employees who have worked one thousand ~~two hundred and fifty (1250)~~ one hundred sixty five (1165) regular hours or more within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale.**
- (ii) Casual Employees who have worked less than one thousand ~~two hundred and fifty (1250)~~ one hundred sixty five (1165) regular hours within the following twelve (12) calendar month period(s) shall be recognized for an additional year of service on the increment scale on the day when one thousand ~~two hundred and fifty (1250)~~ one hundred sixty five (1165) hours are achieved. This revised date shall become the Casual Employee's current casual increment date.**
- (iii) Casual Employees cannot advance more than one increment level in any twelve (12) month period.**
- (iv) Should a Casual Employee become a Permanent Employee, the new date of employment shall be the date of appointment to the Permanent position.**

37.16 Termination of Employment Relationship

A casual Employee who has not been called to report for work, or who has been unavailable for work for ~~twelve (12) months~~ **nine (9) months**, notwithstanding Article 38.03 (c), shall cease to be an Employee. A casual Employee who refuses to accept an offered shift of three (3) hours or less shall not be deemed to have been unavailable to work that shift.

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

38.06 Relief Shift Assignments

- (a) A Relief Shift Assignment becomes available after a shift schedule has been posted and does not exceed one (1) month. A Relief Shift Assignment” shall be offered on a rotating basis to employees on a Work Area Specific Casual List. Where operational requirements permit, an Employee may be assigned up to a maximum of five (5) shifts.
- (b) An Employee offered Relief Shift Assignment is not required to accept the Assignment.
- (c) Accepting a Relief Shift Assignment shall not increase the designation of a Permanent Part-time Employee.
- (d) ***An Employer is not required to offer a relief assignment to an employee who has indicated in advance to the Employer that they are not available for the relief shift assignment.***

ARTICLE 45 - TERM OF AGREEMENT

45.03 Retroactivity

Members of the bargaining unit who have resigned or retired since October 31, **2014** will have thirty (30) days from the date **the Agreement is finalized** to apply in writing for the retroactive wage increase. **This shall not preclude a member upon resignation or retirement from presenting a letter of request to Human Resources on the final day of employment.**

Memoranda of Agreement:

1. Appendix 1 – Expedited Arbitration – AGREED
2. Appendix 2 – Laid Off Availability – AGREED
3. Appendix 3 – Part time/Casual Availability – **AGREED**

4. MOA – Non-binding Arbitration – AGREED
5. MOA – Unit Closures – AGREED
6. MOA – Market Based Adjustments – AGREED
7. MOA – Quarterly Vacation – AGREED
8. MOA – Single Group Insurance Plan – AGREED
9. MOA – Pay Plan Transition – AGREED
10. MOA – Legacy Carry-Over Banks – AGREED
11. MOA – Transferring Positions between NSAH and IWK – AGREED

1. Removal of Life Flight MOA – AGREED
2. List of Arbitrators – **WITHDRAWN**
3. Britany Hoeg – Delete.
4. Factor Product Utilization – Delete.
5. Eye Care Team (Christmas Closure) – **WITHDRAWN (Employer will adhere to grievance settlement)**
6. Quarterly Vacation – Covered by Quarterly MOA above.
7. Health Record Technician Work-at-Home Program – AGREED
8. Medical Transcription Work-at-Home Program – AGREED
9. Transfer Telecommunications Coordinator from Support into A.P. – AGREED
10. **Improvement Consultant** – NSNU Member - **WITHDRAWN**