

**NSHA – 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 80B(1)(c) of the Health Authorities Act and as defined in Schedule 5 Schedule 6 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), permanent 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 ~~1.04~~ 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 ~~1950~~ 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 ~~1950~~ 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 ~~1820~~ 1950 or 2080 hours per year, except ~~1820~~ 1950 hours or 2080 hours will be substituted for ~~1950~~ 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.

~~(d) **Allied Health Instructors**~~

~~(i) The hours of work for Allied Health Instructors shall be seventy (70) hours per two (2) week period exclusive of meal breaks.~~

~~(ii) Allied Health Instructors shall be allowed five (5) days' leave with pay at a time agreeable to both the Employee and the Employer when classes are in abeyance or at another mutually acceptable time.~~

**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 ( $\frac{1}{2}$ ) 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.

**14.19 Headings**

Union agrees to delete "sub articles on Headings" throughout agreement as issues is addressed by Article 1.05.

**ARTICLE 18 – HOLIDAYS**

**18.01 Paid Holidays**

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 1<sup>st</sup>**
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a **federal**, provincial or civic holiday in the area in which the Employee is employed, or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (m) one-half (½) day beginning at 12:00 noon on Christmas Eve Day
- (n) any other day or part of a day declared by the **Government of Canada or the province of Nova Scotia** to be a general holiday.

**Davis Day - The parties recognize the significance of Davis Day for Unifor Members in Cape Breton. When a Unifor member requests the day of June 11<sup>th</sup> off in accordance with Article-14 ~~9.05 (b)~~ the Employer will schedule the Employee accordingly, subject to operational requirements. Davis Day is not a recognized paid holiday and premium pay for that day will not apply.**

#### **18.12 Time Off in Lieu for Part-time and Job Share Employees**

Where a part-time Employee or an Employee in a job sharing arrangement works on a holiday, in addition to compensation at the applicable rate, she will receive time off with pay in lieu of the holiday, on an hour for hour basis, at a mutually acceptable time ~~prior to the end of the second calendar month immediately following the month in which the holiday fell~~ **in accordance with Article 18.11.**

For purposes of clarity it is understood that a part-time Employee or an Employee in a job sharing arrangement would receive time off in lieu of the holiday in the amount of **7** hours for **7** hours worked and **10.5** hours for **10.5** hours worked.

### **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.

### **ARTICLE 21 – SICK BENEFITS**

#### **21.01 Present Sick Benefits Continued**

**Appendix A to the Mediation/Arbitration Agreement provides in part as follows:**

**The parties agree that in the event they are unable to agree on terms for sick benefits and retiree benefits for Employees, the mediator/arbitrator shall award income protection for Employees who are unable to perform their duties of illness or injury and retiree benefits on the following basis:**

**STATUS QUO for sick benefits and retiree benefits:**

- a) Employees who are unable to perform their duties because of illness or injury shall be granted sick leave with pay or general leave for sickness and short-term illness benefits in accordance with the provisions established for their work location under the predecessor collective agreements entered into between the District Health Authorities or IWK with the constituent Unions of the Councils.**

**Accordingly, the income protection for Employees who are unable to perform their duties because of illness or injury are contained in the following:**

<b>APPENDIX "A"</b>	<b>NSGEU in former Capital District Health Authority (DHA 9)</b>
<b>APPENDIX "B"</b>	<b>NSGEU, CUPE - PUBLIC HEALTH, ADDICTION SERVICES and CONTINUING CARE in Eastern, Western and Northern Zones (former DHAs 1-8)</b>
<b>APPENDIX "C"</b>	<b>CUPE in Eastern, <del>Western</del> and Northern Zones (former DHAs 4-8)</b>
<b>APPENDIX "D"</b>	<b>CUPE in Eastern, Western, and Northern Zones (former DHAs 1-7).</b>
<b>APPENDIX "E"</b>	<b>Unifor in Eastern Zone (former DHAs 7 &amp; 8)</b>

**APPENDIX “F” NSGEU Western Zone (Former DHAs 1-3)**

**ARTICLE 27 - JOINT CONSULTATION**

**27.01 Joint Consultation**

The **parties** acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter discussion on matters of common interest and mutual concern.

**27.02 Health Care Administrative Professional Bargaining Unit Labour Management Committee**

- (a) The Health Care Administrative Professional Bargaining Unit Labour Management Committee shall have up to two (2) member representatives and one (1) staff representative each from CUPE, Unifor and the NSGEU. There shall be up to nine (9) Employer representatives.
- (b) The participants in the Health Care Administrative Professional Bargaining Unit Labour Management Committee may change from time to time to reflect the issues being discussed by the Committee.
- (c) The Health Care Administrative Professional Bargaining Unit Labour Management Committee shall meet not less than three (3) times per year. The Committee may mutually agree to variations of the make-up of the Committee and the meeting schedules.
- (d) CUPE, Unifor and NSGEU are entitled to establish, with the agreement of the Employer, Labour Management Committees to address matters specific to individual constituent unions.

**27.03 Committee Functions**

The function of the Health Administrative Professional Committees shall be to discuss matters of mutual concern to the parties **including but not limited to methods and opportunities to increase and enhance career development within the Bargaining Unit**, but it is understood and agreed that the Committees will not discuss grievances.

**27.04 Re-imbursement for Committee Work**

It is understood that the Union Committee members will be paid for time spent at such meetings during their regular working hours. Employees required to travel from his/her usual work location to attend such committee meetings, shall be paid the kilometre allowance as specified in Article 28.02.

## 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 ~~\$125~~ **\$175.00** (tax inc.) per year.

## ARTICLE 32 – JOB SECURITY

### 32.09 Employee Placement Rights

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required according to objective tests of standards reflecting the functions of the job concerned, an Employee whose position has become redundant, shall, **subject to Article 35.02(e)**, have the right to be placed in a vacancy in the following manner and sequence:
  - (1) A position in the Employee's same position classification / classification grouping **at the Employee's worksite;**
  - (2) If a vacancy is not available under (1) above, then any **position in the** bargaining unit for which the Employee is qualified;

At each of the foregoing steps, all applicable vacancies shall be identified and the Employees shall be assigned to the position of their choice, subject to consideration of the provisions herein. If there is more than one Employee affected, their order or preference shall be determined by their order of seniority.

Note: 32.09 (a)(2) agreed only. 32.09 (a) remains outstanding.

## **ARTICLE 34 - PAY PROVISIONS (NSHA & IWK)**

### **34.01 Rates of Pay**

- (a) The rates of pay set out in Appendix 3 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:

~~Effective November 1, 2011 — a 2% general economic increase.~~

~~Effective November 1, 2012 — a 2.5% general economic increase.~~

~~Effective November 1, 2013 — a 3% general economic increase.~~

- 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.**
- (c) ~~Effective April 15, 2011 (date of ratification), eligible employees will receive a professional practice stipend as outlined in Memorandum of Agreement #13 — Professional Practice Stipend: Mental Health.~~

## **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**

- 38.05 (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) Adoption Leave Allowance (Article 19.08(i))**
  - (iv) Prepaid Leave (Article 19.15 and 44)**

- (v) Leave of Absence for Political Office (Article 19.16)
- (vi) Military Leave (Article 19.17)
- (vii) Education Leave (Article 19.18)
- (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 21.06)

### **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 People Services on the final day of employment.**

### **Memoranda of Agreement:**

1. Appendix 1 – Expedited Arbitration – RENEW
2. Appendix 3 – Laid Off Availability – RENEW
3. Appendix 4 – Part Time **Employee** Availability – RENEW
4. Appendix 5 – Legal Support – RENEW

5. MOA 9 – Nurses Transferred Into B/U – Agreed (Add - Coordinator Cardiovascular Health and **District Access Coordinator**).
6. MOA – Present Incumbent Only Protection – RENEW
7. MOA – Market Based Adjustments – RENEW
8. MOA – OH&S Audit – RENEW
9. MOA – STI Arbitration – RENEW
10. MOA – Attendance Support Arbitration – RENEW
11. MOA – Unifor P.E.L. – RENEW
12. MOA – Legacy Carry Over – RENEW
13. MOA – Transition Job Share/Prepaid Leave – RENEW
14. MOA – Transferring Positions between NSHA and IWK - RENEW
15. MOA – Pay Plan Transition – RENEW
16. MOA – Group Insurance Transition – RENEW

NSGEU:

1. Local 1246:
  - a. Payroll Advisor Classification. Addressed through Pay Plan Transition – Agreed.
2. Local 189, 190,191:
  - a. Chester Area Collaborative Practice – Covered by Collective Agreement. Agreed.
  - b. Collaborative Practice (Ms. Colwill) – Covered by Collective Agreement. Agreed.
  - c. Home Based Transcription – **WITHDRAWN.**
  - d. Unit Closure (Former DHA 2) – RENEW
  - e. Payroll Advisor (Former DHA 1,2,3) – Addressed through Pay Plan. Agreed.
  - f. Management Information System Statistical Coordinator – Addressed through Pay Plan. Agreed.
3. CUPE
  - a. Scheduling Health Records (Cape Breton Regional Hospital) – Agree to “Side Letter”.

Appendix XX – Grand-parented Car Allowance for Certain Employees – Agreed.

MOA #12 – Devolution of Continuing Care (January 17, 2008) – Agreed.

MOA #33 – Devolution of Continuing Care (June 5, 2009) – Agreed.

MOA #34 – Devolution of Continuing Care (September 26, 2009) – Agreed.

MOA – Grandparenting of CUPE Articles 17.02(a)(i) and Unifor Articles 9.02(a) – Agreed.