  

**Health Administrative Professional Bargaining Update**

**September 20, 2018**

Following a day of mediation on September 18, 2018, mediator/arbitrator William Kaplan issued an award today which finally establishes a collective agreement for more than 3,000 employees in the Health Administrative Professional Unit at the NSHA and the IWK.

The process leading to this arbitration award began following the Healthcare Bargaining Unit award and included 3 days of bargaining on August 21st, 22nd, and 31st and one day of mediation/arbitration. The council is made up of bargaining committee members from NSGEU and CUPE.

As with the Healthcare Bargaining Unit, the parties had agreed in May 2018 that any outstanding issues would be sent to Mr. Kaplan to decide.

Mr. Kaplan has issued his award completing the process and establishing new collective agreements for the Health Administrative Professional Bargaining Units. The Support Services and Nursing Bargaining Units have also begun their bargaining and Mr. Kaplan will return in November to decide any outstanding issues at those tables.

**Please note the following very important information**

**All monetary improvements in this new collective agreement will become effective the date of the award** except for those where the agreement specifies a different date. For example, some wage increases are retroactive to 2016 and some will not take place until some point in the future.

**According to the award, all other provisions including all language changes will not take effect until 60 days after the date of the award**, unless otherwise specified in the award. This is necessary to allow members and the employers to prepare for the changes required. During this time, the transitional collective agreements that members have operated under since 2011 will remain in effect.

**Shift and weekend premiums will have the same adjustment amounts applied as in the healthcare bargaining unit.**

The Administrative Professional Award is based on the Healthcare Bargaining Unit award with some differences. Mr. Kaplan’s award, and a summary of the other areas of change from the Healthcare award, which can be found on our website ([8920.cupe.ca](http://www.8920.cupe.ca)) establishes the collective agreements for all Health Administrative Professional Bargaining Unit members at the NSHA and the IWK. As soon as we have a document incorporating the award and changes we will make that available to members.

The mediation/arbitration agreement established the six-year term (with just over two years left), the payout option for accrued retirement allowances, the protection of the status quo both for existing sick leave plans and cost sharing for retiree benefits and the wage increases as follows:

* 1% on November 1, 2016
* 1.5% on November 1, 2017
* 0.5% on October 31, 2018
* 1.5% on November 1, 2018
* 0.5% on October 31, 2019
* 1.5% on November 1, 2019
* 0.5% on October 31, 2020

Fifth unit increases are all five months later based on the expiry date of their current collective agreements

**Significant changes for CUPE members**

* Members transferred into the Bargaining Unit form Healthcare who had a 25 year long service increment will retain the right to a 3.5% increment after 25 years unless they voluntarily apply for a job in a classification which does not have the 25 year increment.
* Retention of service with the employer if you leave employment and subsequently return.
* Probationary period – 495 hours or nine months whichever is longer.
* Casual hours are converted to seniority upon acquiring a permanent position, or if you go from permanent to casual, your permanent seniority is converted to casual hours.
* If you acquire a position in another bargaining unit or the IWK, you bring your seniority with you.
* Employees will receive an electronic statement of any changes in their employment status, or a letter, by request if they do not have regular computer access.
* Member contact information will be provided to the union on a quarterly basis.
* Paid leave for approved union business will be billed at 100% of the rate only (not 120%) for periods of leave less than three calendar months.
* Access to a limited amount of paid leave for members to attend the union’s AGM.
* Paid leave for Essential Services Committee members when negotiating essential services with the employer.
* Meal breaks are to be arranged so an employee can leave the work area and no language requiring an employee to remain at their workstation, but a lesser limit that they may not be able to leave the premises.
* If a meal break is interrupted by work and the employee cannot reschedule the entire meal break the break is compensated at overtime; interrupted rest breaks and the employee can reschedule to the remainder of the missed break they shall be compensated at overtime for the missed portion of the break.
* Four days off in the two-week period is not less than two segments protected through a MOA.
* Still able to bank holiday time (pay down to 22.5 hours).
* Overtime beyond four hours is double time (2X) and the first four hours then converts to double (2X) as well.
* Still able to bank overtime (pay down to 75 hours).
* Telephone consults – time worked will be treated at the applicable overtime rate.
* Standby increases to $16.21 for an eight-hour shift and $32.40 for each eight-hour shift on a holiday.
* Transportation for call-back will be $10 each way at home site and $10 or mileage each way at sites other than the home site.
* The designated Holiday for Canada Day is July 1st.
* A half day (1/2) holiday beginning at noon on Christmas Eve Day.
* When working the holiday, time off with pay in lieu of the holiday will be on an hour-for-hour basis.
* Casuals will receive 2x the rate of pay for hours worked on Christmas Day.
* There is a joint benefits committee (one representative from each of the four unions and four from the employer) who will establish a single extended health/dental plan for all members over the next year, with one additional year to implement. Any disputes will be settled by arbitration. No changes will be able to be made without a majority of the committee in agreement. Status quo plans continue in the meantime.
* Employees will have three days to withdraw a resignation and the employer must acknowledge resignations in writing.
* The union has 90 days to refer a grievance to arbitration upon receipt of a step three response or the date the response is due.
* Bereavement leave – brother/sister-in-law will be three days paid leave.
* Pregnancy/parental/adoption leave have been adjusted to allow for a total leave of up to 18 months to align with E.I. benefits. (Note: employees must complete probation before being eligible for the top-up).
* There will still be two request periods for vacation (February 1 and August 1) and there is no limit to using seniority (last minute requests are still on a first come, first served basis). The summer preference will be up to a period of four weeks from the current two weeks.
* Vacation carryover is limited to five days (with manager approval) or any additional vacation, which cannot be scheduled by the manager. These shall lapse if not used or approved for additional carryover in the following year. Employees with current carryover banks have them protected until April 1, 2024, at which time any unused carryover beyond 20 days will be paid out.
* Maintained the retirement allowance language in the collective agreement even though it is presently pre-empted by Bill 148, the *Public Services Sustainability Act – 2015.*
* Job security – placement/displacement rights have been limited to 60 km driving distance; placement/displacement rights to secure position of same designated percentage of full-time hours; no layoff after eight years’ service; Contracting out - employees with less than eight years could be laid off with a severance but only if they decline a vacancy within 60 kilometers driving distance that has a pay rate of at least 90% of their current classification rate, otherwise they cannot be laid off either.
* Notice of layoff increased from four weeks to a minimum of 40 days.
* Recall rights will expire after 24 months.
* Relocation of work – the employee will be offered the position in the new location or can exercise rights to placement/displacement. If relocating can claim up to $4,000 in moving expenses.
* All mileage and paid travel time included within the regular shift for temporary transfers to another site within 75 km driving distance. Any temporary transfer beyond 75 km is by mutual agreement only.
* Casual pay increments will be one year or 1,250 hours, whichever is greater.
* Casual and part-time employee’s availability is not adversely affected by refusing any work of three hours or less.
* Temporary positions of less than six months do not have to be posted.
* Part-time employees will accrue benefits on a pro rata basis for their guaranteed hours and for additional/relief shifts they will accrue sick leave on all hours paid (up to full-time hours) but will receive 11% in lieu of any other benefits on the additional/relief shifts.
* Joint consultation – Health Administrative Professional Bargaining Unit Committee will consist of two members representatives and one staff person from each CUPE, Unifor and NSGEU, as well as employer representatives. CUPE is entitled to establish an individual constituent union committee with employer agreement.
* The Job Evaluation and Joint Steering Committee will have representation from CUPE, NSGEU and UNIFOR and time limits have been established that should help prevent the process from stalling.

**Please forward any questions via your Area VP, contact information is available on the website at 8920.cupe.ca/about-us/your-executive.**

* Read the [Summary of Changes: NSHA – Health Administrative Professional Bargaining Unit, September 2018](https://novascotia.cupe.ca/files/2018/09/NSHA-Summary-September-2018.pdf)
* Read the [Summary of Changes: IWK – Health Administrative Professional Bargaining Unit, September 2018IWK Summary September 2018](https://novascotia.cupe.ca/files/2018/09/IWK-Summary-September-2018.pdf)