

Union Proposals

Tabled on

April 15, 2021

Collective Agreement

between

Nova Scotia Council of Healthcare Unions

and

The Nova Scotia Health Authority

and

Izaak Walton Killam Health Centre

The Healthcare Council of Unions reserves the right to amend, alter, or delete any proposal contained herein or table new proposals in response to an Employer proposal, or as a result of any errors and/or omissions.

These proposals are made *without prejudice* to the Council of Unions' interpretation of any provision contained in any Collective Agreements between the Parties.

New Proposal for NSHA and IWK

Article 10 – Job Posting

10.01 Job Posting

a) When a new permanent position, a permanent vacancy, Long Assignment, or **Short Assignment** is created within the bargaining unit, the Employer shall post an electronic notice of such position **within thirty (30) days of becoming aware of the vacancy**. In work locations where electronic job postings are not possible or practical, a list of job postings will be placed in a visible location.

b) i) The posting of a permanent position or vacancy, shall be for a minimum of ten (10) days.

ii) The posting of a Long Assignment **shall** be for a minimum of ~~five~~ **ten (5 10)** days.

c) Should a Short Assignment not be able to be filled in accordance with Article 38.07, the posting of a Short Assignment shall be for a minimum of ~~five~~ **ten (5 10)** days.

New Proposal for NSHA and IWK

Article 10 Job Posting

10.02 Filling of Vacancies or Assignments

Both Parties recognize:

1) The principle of promotion within the service of the Employer; and

2) Job opportunity should increase in proportion to the length of service, seniority, and ability.

Therefore, 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 a 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) Positions will be awarded to the successful candidate ~~as soon as is reasonably possible~~ **within thirty (30) days of** following the closing date for the job posting.

New Proposal for NSHA and IWK

Article 10 Job Posting

10.07 Placement in New Position

A successful internal applicant ~~shall~~ **will normally** be placed in a new position within ~~sixty (60)~~ **thirty-five (35) days** of her appointment. If such placement does not occur within the ~~sixty (60)~~ **thirty-five (35)** day period due to operational requirements, the successful applicant will receive the higher rate of pay, where applicable, effective the ~~forty-sixth (46th)~~ **thirty-sixth (36th)** day. **Should the new position hold more hours or have an increased FTE status, the Employee will receive pay for all hours designated in the new position after the ~~forty-sixth (46th)~~ thirty-sixth (36th) day.**

Should the required placement not occur at the ~~sixtieth (60th)~~ thirty-fifth (35th) day mark, the Employer will notify the Union in writing. Such notification will include the reasons why the Employee could not be placed in the new position.

New Proposal for NSHA and IWK

Article 11 Checkoff

11.04 Remittance of Union Dues and Assessments

The amounts deducted in accordance with Article 11.01 shall be remitted separately to each of the Unions, to a person identified by each of the Unions **and applicable Locals**, by cheque or direct deposit, within as reasonable time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on her behalf.

Article 14 – Hours of Work

14.01 Hours of Work

Unless this Agreement provides otherwise, the hours of work shall be seventy-five (75) hours per bi-weekly pay period, normally consisting of shifts that are:

- a) Seven and one-half (7- ½) hour shifts, exclusive of a one-half (1/2) hour designated meal break and inclusive of two (2) designated fifteen (15) minute rest breaks; and/or**
- b) Eleven and one-quarter (11-1/4) hour shifts, exclusive of forty-five (45) minutes, one third (1/3) of which shall be used in conjunction with a paid fifteen (15) minute period to become a second designated meal break and inclusive of two (2) designated fifteen (15) minute rest breaks; and/or**
- c) Nine and three-eighths (9-3/8) hour shifts. Paid meal and rest breaks will comprise of two (2) fifteen (15) minute paid breaks; and one (1) forty-five (45) minute meal break consisting of thirty-seven (37) minutes unpaid and eight (8) minutes paid.**
- d) The hours of work for Employees who work seventy (70) hours per bi-weekly pay period shall normally consist of ten (10) seven (7) hour shifts. Each seven (7) hour shift will be exclusive of a one (1) hour meal break and inclusive of two (2) fifteen (15) minute rest breaks.**

Re-number the remainder of the article

New Proposal for NSHA and IWK

14.07 Shift Duration

(a) Shift rotations shall normally consist of:

i) Six (6) shifts of 11.25 hours and one (1) shift of 7.5 hours; or

ii) Ten shifts of 7.5 hours; or

iii) Eight (8) shifts of 9.375 hours; or

iv) Ten shifts of 7 hours; or

v) Such other combinations of shifts agreed to by the Union and the Employer that results in an average of seventy-five (75) hours worked in a two (2) week period; or

vi) Such other combinations of shifts agreed to by the Union and the Employer that result in an average of seventy-five (75) hours worked in a two-week period as averaged over the duration of the rotation.

Re-number the remainder of the article.

New Proposal for NSHA and IWK

14.08 Meal Breaks and Rest Periods

~~For each seven and one-half (7 ½) hours shift,~~ **Subject** to the provisions of Article 14.09, the Employer shall provide an unpaid meal break ~~of one-half (1/2) hour~~ and paid rest periods ~~totalling one-half (1/2) hour,~~ not to be taken in less than two (2) breaks **as per Article 14.01 above**. The Employer shall schedule meal breaks and rest periods 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.~~

New Proposal for NSHA Only

Article 14.01 (d)

~~————~~ **Allied Health Instructors Educators**

- (i) The hours of work for ~~Allied Health Instructors~~ **Educators** shall be ~~seventy (70)~~ **seventy-five (75)** hours per two (2) week period exclusive of meal breaks.
- (ii) ~~Allied Health Instructors~~ **Educators** 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.

New Proposal for NSHA and IWK

14.12 Consecutive Shifts

a) The Employer will endeavour, where possible, to provide that no Employee is scheduled to work more than seven (7) consecutive seven and one-half (7-1/2) hour shifts in a two (2) week period; or

b) More than six (6) consecutive nine and three-eighths (9-3/8) hour shifts in a two (2) week period; or

c) More than five (5) eleven and one-quarter (11-1/4) hour shifts in a two (2) week period.

d) More than seven (7) shifts in a two (2) week period where the shifts are less than seven and one-half (7.5) hours in duration.

This does not preclude shift arrangements, acceptable to both the Employer and the Employee(s), in variance to the foregoing.

New Proposal for NSHA and IWK

14.13 Posting of Shift Schedules

a) Shift and standby schedules shall be posted at least four (4) weeks in advance of the schedule to be worked and the schedule shall be for a minimum of two (2) weeks. The Employer shall make every reasonable effort not to change shifts. If the Employer changes the **date, the start time or the end time of the scheduled** shift ~~schedule~~ within forty-eight (48) hours of the shift, the Employee(s) affected shall be entitled to overtime compensation for that shift. The Employer must inform Employees of the shift changes made to the posted schedules.

New Proposal for NSHA and IWK

Article 16 – Standby and Callback

16.01 Standby Compensation

a) Employees who are required by the Employer to standby shall receive standby pay of ~~sixteen dollars and twenty-one cents (\$16.21)~~ **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)~~ **forty dollars (\$40.00)** for each standby period of eight (8) hours or less.

New Proposal for NSHA and IWK

Article 16 Standby and Callback

16.04 Callback Compensation

a) An Employee who is called back to work and who reports for work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked, or at the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours pay at the straight time rate shall apply only once during each eight (8) consecutive hours on standby.

Subsequent call backs during the same eight (8) hour period shall be paid at the applicable overtime rate with a minimum of one (1) hours pay.

New Proposal for NSHA and IWK

Article 16 – Standby and Callback

16.04 e) Employees will not be scheduled for standby for more than two (2) weekends in a four (4) week period or for more than seven (7) consecutive days. If mutually agreed between the Employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

New Proposal for NSHA and IWK

Article 16 Standby and Callback

16.05 Transportation Allowance and Parking for Callback

~~Employees called back shall be reimbursed for transportation to and from the work place to a maximum of ten dollars (\$10.00) per call each way. When employees are called back to work at a site which is not their home base, he or she will receive the kilometre rate or ten dollars~~
fifteen dollars (\$10.00-\$15.00) each way, whichever is greater. An Employee who is called back to work and reports for work shall be reimbursed for parking costs.

New Proposal for NSHA and IWK

16.06 Rest Interval After Callback

The Employer shall provide at least ~~six (6)~~ **eight (8)** hours between the time an Employee completes a period of callback and the commencement of the Employee's next scheduled shift. During an eight (8) hour period of standby, if the first callback is within two (2) hours of the commencement of the next scheduled shift, the Employee shall not be entitled to a ~~n six (6)~~ **eight (8)** hour rest interval. If mutually agreeable between the Employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

New Proposal for NSHA and IWK

Article 16.08 Remote Consulting on Stand-by

Employees on Stand-by who provide telephone and/or online consulting support shall, in addition to the Stand-by pay set out in Article 16.01, be paid the greater of:

- a) The total actual time spent on the phone or online consulting during the Stand-by period at the applicable overtime rate; or
- b) Thirty (30) minutes per incident at the Employee's regular hourly rate.
- c) The Employer will make every reasonable effort not to require an employee to do more than five remote consults per stand-by shift, unless mutually agreed by the employee and Employer.**
- d) If remote consulting events exceed five (5) events per Stand-by shift, the Employee will be compensated at a rate of two (2) times their regular pay.**
- e) If an Employee, while remote consulting, judges, in their clinical capacity, that they are required to return to the facility to perform their duties, they will be compensated in accordance with Articles 16.04 and 16.05 above.**

New Proposal for NSHA and IWK

Article 17 Vacations

17.08 Vacation Carry Over

a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days ~~shall~~ **may**, ~~with the consent of the immediate management supervisor,~~ be carried over to the following year. **Should the vacation carry over remain at the close of the following year the Employer shall have the option to pay out the unused vacation** ~~but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the Employee to the immediate management supervisor not later than January 31st of the year in which the vacation is earned, provided however that the immediate management supervisor may accept a shorter period of notice of the request. The immediate management supervisor shall respond in writing within one (1) calendar month of receiving an Employee's request.~~

New Proposal for NSHA and IWK

Article 17 Vacations

17.10 Use of Accumulated Vacation Carry Over

The vacation leave approved pursuant to Article 17.09 shall be used within five (5) years subsequent to the date on which it was approved. **Should the vacation carry over remain at the close of the five (5) year mark, the Employer shall pay out the unused vacation and shall lapse if not used within that period** unless the immediate management supervisor recommends that the time be extended, and the recommendation is approved by the Employer.

New Proposal for NSHA and IWK

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) ~~Canada Day~~ **July 1st**

The rest of the article is unchanged.

New Proposal for NSHA and IWK

Article 19 Leaves

19.06 Pregnancy Leave

I) While on pregnancy leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. ~~However, Service accumulated during pregnancy leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which pregnancy leave is taken, one (1) month of service shall be credited to an Employee who does not receive salary for a total of 17 days or more during the first and last calendar months of the pregnancy leave granted under Article 19.06.~~

19.07 Parental Leave

I) While on parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. ~~However, Service accumulated during parental leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which parental leave is taken, one (1) month of service shall be credited to an Employee who does not receive salary for a total of 17 days or more during the first and last calendar months of the pregnancy leave granted under Article 19.07a.~~

19.08 Adoption Leave

I) While on adoption leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. ~~However, Service accumulated during adoption leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which parental leave is taken, one (1) month of service shall be credited to an Employee who does not receive salary for a total of 17 days or more during the first and last calendar months of the pregnancy leave granted under Article 19.08a.~~

NSHA and IWK Proposal

19.18 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.

This is article 19.19 at the IWK

19.19 Leave for Parent of a Critically Ill Child

An Employee who has been employed by the Employer for a period of at least ~~six (6)~~ **three (3)** consecutive months and is the parent 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*.

This is article 19.20 at the IWK

19.23 Leave for Victims of Domestic Violence (NEW)

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*.

This is article 19.24 at the IWK

New Proposal for NSHA Only

Article 19.24 Leave for Volunteer Firefighter

Where an Employee is a volunteer firefighter and the Employer approves the Employee's leave during the shift, the Employee will suffer no loss of regular pay while performing their duties as a volunteer firefighter responding to an emergency call.

New Proposal for IWK Only

ARTICLE 21 – SICK BENEFITS

21.01 Sick Leave

On the date of signing of this collective agreement, IWK employees shall transfer from their existing accumulated sick leave plan to the Short Term Illness (STI) plan currently in place at the Nova Scotia Health Authority for NSGEU members at the former Capital District Health Authority. This would require the adoption of Appendix A of the NSHA health care bargaining unit collective agreement.

Accumulated banks would be transferred to the new STI plan in accordance with memorandum #20 on sick leave conversion in the NSHA health care bargaining unit collective agreement.

New Proposal for NSHA and IWK

Article 28 – Travel

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 of ~~\$0.4415~~ **\$0.4615** cents per kilometre.

New Proposal for NSHA and IWK

Article 28 Travel

28.03 Parking

Employees in the Central Zone who park in NSHA parking facilities will be required to pay no more than eight dollars (\$8.00) per day for parking costs. Any NSHA Employee required to use their vehicle for work shall be reimbursed for all parking costs.

Employees at the IWK who park in IWK parking facilities will be required to pay no more than eight dollars (\$8.00) per day for parking costs. Any IWK Employee required to use their vehicle for work shall be reimbursed for all parking costs.

New Proposal for NSHA

Article 29 Retirement Allowances

29.04 Retiree Benefits

a) Retired Employees shall receive retiree benefits in accordance with the provisions established for their work location under the predecessor collective agreements entered into between the Predecessor Employers and the Constituent Unions of the Council.

b) For all retired CUPE and Unifor employees, the Employer agrees to pay sixty-five percent (65%) of the total premium cost of the medical plan provided for Employees, and fifty percent (50%) of the total premium cost of life insurance provided for Employees, effective and ongoing from October 31st, 2020. This cost share arrangement will remain in effect post sixty-five (65) years of age.

New Proposal for NSHA and IWK

Article 31 Health and Safety

31.08 Uniforms and Protective Clothing

31.08 a) Should the Employer determine that uniforms are a requirement, it is the responsibility of the Employer to provide the clothing, **at the Employer's expense up to a cost of one hundred, twenty dollars (\$120.00) annually**, and it shall be the responsibility of the ~~Employer~~ **Employee** to clean the clothing.

31.08 c) NEW

The Employer will provide uniforms for the classification of Care Team Assistants. Each Employee will be responsible for laundering uniforms supplied.

New Proposal for NSHA and IWK

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 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 bargaining unit for which the Employee is qualified;

3) If neither 1 or 2 are acceptable to the Employee, the Employee shall have access to the TSP payment in accordance with Article 33.

At each of the foregoing steps, all applicable vacancies shall be identified and the Employee 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.

b) An Employee whose position is redundant or **an Employee** who is in receipt of a layoff notice and who has refused a payment pursuant to the Transition Support Program (TSP payment) must accept a placement within the same position classification/classification grouping within his or her own geographic location in accordance with Article 32 provided that the placement is to a position that has the same designated percentage of full-time employment or resign without severance.

c) An Employee will have a maximum of ~~two (2)~~ **four (4)** full days to exercise her placement rights in this step of the placement process.

New Proposal for NSHA Only

Article 32.09 (e) Employee Placement Rights

Where a vacancy exists which has a higher maximum salary than that of an Employee's classification, the position shall be posted as agreed between the parties provided that the resulting vacancy shall then be dealt with in accordance with this agreement **unless the union and the Employer mutually agree to place a qualified candidate into the position.**

New Proposal for NSHA and IWK

Article 32 Job Security

32.24 Contracting Out

d) Employer Response

After receipt of proposals or suggestions from the Union pursuant to Article 32.24(c), the Employer shall consider these proposals. The Employer shall either accept or reject, in whole or in part, such proposals. At this time, the Employer shall either make the TSP payment offer unconditional or retract the TSP payment offer. **Those employees offered the unconditional TSP payment may choose to accept it at that time. These employees may also choose to wait until the process outlined in 32.24 (f) (i) takes place and then decide whether to accept the unconditional TSP offer or take a vacancy created by 32.23 (f) (i).**

New Proposal for NSHA and IWK

Article 32 – Job Security

32.24 (g)(ii) Where the Employee refuses a placement, the salary of which is at least ~~seventy-five percent (75%)~~ **ninety percent (90%)** of the present salary of the Employee's current position, the Employee is deemed laid off. The Employee will be entitled to severance as follows:

New Proposal for NSHA and IWK

Article 33 – Transition Support Program

1.5 Salary Protection

An Employee who accepts placement in a position at a lower rate of pay, shall have their previous rate of pay maintained for such period as set out under this item.

Where the Employee's previous rate of pay exceeds the rate of ~~forty thousand dollars (\$40,000)~~ **fifty thousand dollars (\$50,000)** per year, that rate of pay shall be maintained for a period of six (6) months from the date of placement in the lower paying position. Thereafter, the Employee's protected rate of pay shall be reduced by ten percent (10%) or the maximum rate of the new classification, or the rate of ~~forty thousand dollars (\$40,000)~~ **fifty thousand dollars (\$50,000)** per year, whichever is the greater rate. The rate of pay will remain at this reduced level (subject to any regular Collective Agreement regulated changes) for a further twelve (12) months, after which the rate of pay will be reduced to the maximum of the lower paying position.

Where the Employee's previous rate of pay is equal to or less than the rate of ~~forty thousand dollars (\$40,000)~~ **fifty thousand dollars (\$50,000)** per year, ~~or less~~, that rate of pay shall be maintained (subject to any regular Collective Agreement regulated changes) for a period of eighteen (18) months, after which the rate of pay will be reduced to the maximum of the lower paying position.

New Proposal for NSHA and IWK

Article 34 – Pay Provisions

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 Care 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.~~

A comprehensive wage proposal will be tabled during the course of bargaining.

New Proposal for NSHA and IWK

Article 34 Pay Provisions

34.03 Rate of Pay Upon Appointment

Subject to Article 34.04, the rate of compensation of a person upon appointment to a position shall be the minimum rate prescribed for the class to which she is appointed, **except where the Employee has provided proof of related previous experience. Such proof must be provided within six (6) months of appointment.**

When the newly hired Employee has produced proof of evidence of related previous experience, the Employee's salary shall be determined by placing the regular Employee on the increment scale based on the concept of a "year for year" of recognized related experience, provided that not more than three (3) years have elapsed since such experience was obtained.

New Proposal for NSHA and IWK

Article 34 Pay Provisions

34.13 Acting Pay

a) Where an Employee is designated to perform for a temporary period of ~~three (3) or more consecutive days~~, the principal duties of a higher position, she 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 current scale) increase over his/her current increment rate or the maximum for the position; whichever is less.

New Proposal for NSHA and IWK

34.14 Shift Premium

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 continue to receive the hourly shift premium rate they received prior to the effective date of this Agreement, subject to the following increases:

- (a) Increase of ~~fifteen (15) cents (\$0.15)~~ **ten (10) cents (\$0.10)** effective ~~the date of this Agreement~~ **November 1, 2020 for CUPE and Unifor members at the NSHA.;**
- (b) **Increases to match any increases negotiated by the nursing bargaining council on the same effective dates as agreed to by the nursing bargaining council.**
- ~~(b) — Increase of fifteen (15) cents (\$0.15) effective August 1, 2019;~~
- ~~(c) — Increase of twenty (20) cents (\$0.20) effective October 31, 2020.~~

New Proposal for NSHA and IWK

34.15 Week-end Premium

For all hours worked between the hours of 0001 Saturday and 0700 Monday, Employees shall continue to receive the hourly week-end premium rate they received prior to the effective date of this Agreement, subject to the following increases:

- (a) Increase of ~~fifteen (15) cents (\$0.15)~~ **ten (10) cents (\$0.10)** effective ~~the date of this Agreement~~ **November 1, 2020 for CUPE and Unifor members at the NSHA.;**
- (b) **Increases to match any increases negotiated by the nursing bargaining council on the same effective dates as agreed to by the nursing bargaining council.**
- ~~(b) — Increase of fifteen (15) cents (\$0.15) effective August 1, 2019;~~
- ~~(c) — Increase of twenty (20) cents (\$0.20) effective October 31, 2020.~~

New Proposal for NSHA and IWK

Article 34 – Pay Provisions

34.16 Post Graduate Training – Three to Six Months

~~a) Operating Room Technicians who have completed a post graduate training course relating to Operating Room Technology of three (3) months but less than six (6) months and is employed in a capacity using this course shall be paid an additional \$27.82 per month.~~

b) 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.

New Proposal for NSHA and IWK

Article 34 Pay Provisions

34.18 Cardiac Sonographer – Echocardiology/ Pediatric Echo Sonographer

The market adjustment that has been in place since 2001, and increased in 2017 to three hundred, sixty-nine dollars and twenty-three cents (\$369.23) biweekly be added to the base rate of the cardiac sonographer/pediatric echo sonographer effective the date of ratification of this agreement.

New Proposal for NSHA and IWK

Article 37 – Casual Employees

37.02 Exceptions

The articles not applicable to Casual Employees, except as provided in Article 38, are:

- a) Service (Article 1.02)
- b) Time Off for Union Business (Article 13)
- c) Appointment (Article 9)
- d) Hours of Work (**Article 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.11, 14.12, 14.13, 14.15, 14.16, 14.17**)
- e) Overtime (Article 15)

New Proposal for NSHA and IWK

Article 37 Casual Employees

37.08 Overtime

A Casual Employee shall be entitled to overtime compensation at one and one half (1 ½) times her rate of pay when she works in excess of the **scheduled workday or** bi-weekly hours for the classification.

New Proposal for NSHA and IWK

Article 38 Long Assignments, Short Assignments, and Relief Assignments

38.03 Work Area Specific Casual Lists

E) (iii) Once a Permanent Part-time Employee has accepted an extra or relief shift as per Article 38, the Employer may not cancel the shift without the mutual agreement of the Permanent Employee.

New Proposal for NSHA and IWK

Article 38 Long Assignments, Short Assignments, and Relief Assignments

38.13 Completion of Assignment

a) Subject to paragraph (b), and Employee who accepts a Long or Short Assignment cannot commence another such assignment until the Employee's **has completed four (4) months of the current** existing assignment is completed.

b) The restriction above in paragraph (a) will not apply in cases where a subsequent assignment arises in the same classification and where the Employee would not require additional training or orientation to perform the duties of the subsequent assignment. **Should a subsequent assignment in any classification hold more hours of work or a higher wage rate the restriction in (a) above will become null and void.**

New Proposal for NSHA and IWK

Article 39 – Part Time Employees

39.07 Service

For the purpose of accumulating service for part time employment, part time employees will not be subject to the negating provisions of Article 1.02(b). Except as otherwise provided in the Agreement service of a part time Employee shall be in accordance with Article 1.02.

New Proposal for NSHA and IWK

Article 45 – Term of Agreement

The term of the agreement shall be determined through the normal course of bargaining and the dates contained in in this article adjusted accordingly.

New Proposal for NSHA Only

MEMORANDUM OF AGREEMENT #25

TRANSITION

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS

(The Unions)

The following MOA applies to NSGEU members employed in the Central Zone of the Nova Scotia Health Authority.

4. Nova Scotia Hospital - Unit Premiums

- (a) An employee working at the Nova Scotia Hospital who has been regularly and continuously assigned for a period of at least four months in the period immediately prior to April 24, 2001 to work in a designated unit shall receive a premium of \$48.30 per month. The designated units under this Article are ~~**Emerald Hall Adult**~~ **Neurodevelopmental Stabilization Unit** and the Forensic Unit.

New Proposal for NSHA and IWK

List of Redundant Memorandums of Agreement

Note: other MOAs are being reviewed

NSHA

MOA #19 Transitional Agreement re: Job Share and Prepaid Leave

MOA # 21 Pay Plan Transition

MOA #24 Additions Services Hours of Work

IWK

MOA #9 Pay Plan Transition

New Proposal for NSHA and IWK

Article 77 International Day for the Elimination of Racial Discrimination

a) The Parties agree to recognize March 21st as the International Day for the Elimination of Racial Discrimination.

b) On each occasion, the Parties agree that at 11:00 am, each facility covered by this Agreement will observe one minute of reflection in recognition to re-affirm the joint commitment to end racism.

New Proposal for NSHA and IWK

Article 88 Establishment of a Racial Justice Advocate and Anti-Racism Action Plan

In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate at each facility covered by this Agreement.

a) A Racial Justice Advocate is an individual who identifies as a the Black, Indigenous, or racialized community.

b) The Local Union is responsible for the selection of the facility Racial Justice Advocate with input of identifying Black, Indigenous, and racialized union members.

c) A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous, and racialized workers whose role in the workplace will include:

- Listening
- Providing support to black, indigenous, and racialized members including concerns related to racial discrimination
- Assisting with racial justice initiatives
- Promoting access to community culturally appropriate services
- Working with facility leadership to develop, implement, and monitor an anti-racism action plan that is aligned with both the Employer and Union anti-racism and equity strategies
- Networking with allied organizations and local community partners

d) Should the Racial Justice Advocate require time off the job in order to fulfill their duties, the union, if in agreement, will submit a leave of absence request for approval by the human resources department and such approval shall not be unreasonably withheld.

New Proposal for NSHA and IWK

Article xx.xx Gender Neutral (NEW)

The Union and the Employer support the right to gender expression; therefore, the provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article. Wherever the singular or plural is used in this Agreement, the same will be construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

New Proposal for NSHA and IWK

ARTICLE xx.xx LAND ACKNOWLEDGEMENT (NEW)

The parties recognize that this contract has been signed on unceded Mi'kmaq territory.

New Proposal for NSHA and IWK

Memorandum of Agreement X

Working from Home

The Council wishes to discuss work from home arrangements.

New Proposal for IWK Only

New Proposal – Retiree Benefits

For all retired employees, the Employer agrees to pay sixty-five percent (65%) of the total premium cost of the medical plan provided for employees, and fifty percent (50%) of the total premium cost of life insurance provided for employees effective November 1, 2020.

New Proposal for NSHA and IWK

Article 99 – Reduction in Appointment Status (NEW)

99.01 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 or appointment status.

99.02 The Union and the Employer also recognize that requests for voluntary reductions in hours of work and appointment status may impact operational requirements.

99.03 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 reductions in hours must be specified and must not exceed one (1) year.

99.04 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.

99.05 The Employer will notify the Union of an approved request. In addition, the Employer will post the reduced hours or part-time equivalent of full-time hours in accordance with Article 10.

99.06 The Union and the Employer will keep track of the full-time equivalent positions that may arise through this process.

99.07 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 if an extension is approved.

99.08 A Permanent Employee who has requested a temporary or permanent reduction in 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 Articles 38 and 39.

99.09 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 casual status, where applicable, and salary without loss of seniority or service.

99.10 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 of the reason(s) for the cancellation.

The Parties wish to discuss concerns with Article 40, Job Sharing that relate to the new article on Reduction in Appointment Status.

