

## **Council Proposals: Healthcare NSHA/IWK March 4, 2024**

### Article 1 Definitions

#### Article 1.03 Seniority (IWK and NSH)

1.03 a) (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.

**(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.**

New Proposal

Article 1.03 Seniority (IWK)

(b) Employees Seniority shall be transferable as follows

**(ii) Should an Employee of any bargaining Unit at the IWK Health Centre be the successful external candidate for a permanent position in the NSHA Health Care Bargaining Unit, that employee shall keep and transfer their seniority to their new Healthcare position at the NSHA. If the Employee is unsuccessful in their new position during their first four hundred, ninety-five (495) hours at the NSHA, the Employee can return to their original position at the IWK with no loss of service or seniority.**

Article 1.03 Seniority (NSHA)

(b) Employees Seniority shall be transferable as follows

**(ii) Should an Employee of any bargaining Unit at the Nova Scotia Health Authority be the successful external candidate for a permanent position in the IWK Health Care Bargaining Unit, that employee shall keep and transfer their seniority to their new Healthcare position at the IWK. If the Employee is unsuccessful in their new position during their first four hundred, ninety-five (495) hours at the IWK the Employee can return to their original position at NSHA with no loss of service or seniority.**

New Proposal for NSHA and IWK

Article 1 Definitions

1.12 Spouse means ~~husband, wife, and common-law spouses~~ **either person in a marriage, inclusive of** common-law spouse. Common-law spouse includes a same sex partner in a common-law relationship except for purposes of a pension plan where the pension plan contemplates otherwise.

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 or pending 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

10.07 Placement in New Position

**Should the successful candidate be chosen from the existing staff, the candidate shall normally be placed in the new position within thirty (30) calendar days of the Employee's acceptance, or other date mutually agreed, regardless of the Employee's current position.**

**To facilitate the placement in the new position the Employer will:**

**Offer shifts via the WASCL**

**Schedule seasonal or internal travel employees if applicable**

**Offer OT**

**Utilize external travel employees and agencies, if applicable.**

**In the event that the successful candidate is not able to be placed in the new position within this thirty (30) calendar day period due to operational requirements, the matter shall be referred to the Executive Director or designate for resolution. Additionally, the Employee shall receive the higher rate of pay, if any, for the new position, commencing on the thirty-first (31<sup>st</sup>) calendar day. In the event that the new role is an increase in FTE status, the Employee will be scheduled to the increased FTE in either their new or existing work area until the Employee is 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.

New Proposal for NSHA and IWK

**Article 14 – Hours of Work**

**14.01 Hours of Work**

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) 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.
- e) Such other combination 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 as averaged over the duration of the rotation.

Re-number the remainder of the article

New Proposal for NSHA Only

**Article 14.01 (d)**

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

- (i) ~~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.

Agreed by MOA May 3, 2023 to increase the biweekly hours to 75.



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 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 shift schedule within ~~forty-eight (48)~~ **seventy-two (72)** 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.

(b) When the Employer requires an Employee who is regularly scheduled to work Monday through Friday, to work on a weekend as part of their regular bi-weekly hours the Employer shall make every reasonable effort to provide the Employee with four (4) weeks' notice, but in any case not less than two (2) weeks' notice of the weekend work.

New Proposal for NSHA and IWK

**Article 14 Hours of Work**

**14.14 Exchange of shifts**

Provided advance notice is given, which notice in the opinion of the employer is deemed sufficient, and with the approval of the employer, employees may exchange shifts, where operational requirements permit, and there is no increase in cost to the employer.

**Consent shall not be unreasonably withheld by the Employer. Where the Employer denies such request, the immediate manager shall provide a reason to the requesting employee.**

New Proposal for NSHA and IWK

### **15.05 Overtime Compensation**

Time worked in addition to the regular scheduled shifts or time worked in a bi-weekly pay period that is in excess of the bi-weekly hours shall be compensated at the rate of ~~one and one half (1½T)~~ **two (2)** times the regular hourly rate for the overtime worked. ~~An Employee who works in excess of four (4) hours overtime in any one day shall be compensated at the rate of two times (2T) the regular hourly rate for the overtime worked which shall include the first four (4) hours at double time.~~

New Proposal for NSHA and IWK

### **15.07 Overtime Meal Allowance**

An Employee, who is required to work a minimum of three (3) hours' overtime immediately following their scheduled hours of work and where it is not practical for them to enjoy their usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that they may take a meal break either at or adjacent to their place of work. Under such conditions ~~they shall be provided a voucher for one (1) meal in the amount of \$15.00 or where meal service is unavailable,~~ the Employee will receive reimbursement in the amount of \$15.00 through the payroll system.

New Proposal for NSHA and IWK

Article 15 Overtime

**15.10 Time Off in Lieu of Overtime**

Employees may be permitted to continuously carry an accumulation of up to seventy-five (75) hours. ~~The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may payout any unused overtime down to seventy-five (75) hours.~~ **The Employer shall divide the year into two six (6) month periods. At the end of each six (6) month period, the Employer may pay out any unused overtime down to seventy-five (75) hours.**

New Proposal for NSHA and IWK

New Proposal for NSHA and IWK

### 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) 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 1/3 of their regular hourly salary per hour** 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 **one half of their regular hourly salary** ~~standby pay of forty dollars (\$40.00)~~ for each standby period of eight (8) hours or less.

**c) Employees will not be scheduled for standby for more than two (2) weekends, or partial weekends, in a four (4) week period or for more than seven (7) consecutive days. Should the Employee be scheduled three (3) or more weekends, or partial weekends, or eight (8) or more consecutive days the Employee will receive one half of their regular hourly salary for each standby period of eight (8) hours or less. 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

16.04 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. **Such compensation will occur for each callback during an 8 eight hour period** ~~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.~~

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 workplace to a maximum of ten dollars per call each way. When Employees are called back to work at a site which is not their home base, they will receive the kilometre rate or ten~~  
**twenty** dollars each way, whichever is greater. An employee who is called back to work and who 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 an ~~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

### **16.07 Compensation Where Rest Interval Not Taken**

Subject to Article 16.06, where, because operational requirements do not permit or where mutually agreeable variations between the Employee and the Employer are not acceptable, the ~~six (6)~~ **eight (8)** hour rest period, pursuant to Article 16.06, cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of ~~time and one-half (1 ½T)~~. **two (2) times the employee's rate of pay.**

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, **including any required resulting work in support of the call or online support**, during the Stand-by period at the applicable overtime rate; or
- b) ~~Thirty (30)~~ **Sixty (60)** 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.**

Proposal for NSH and IWK

Article 17.01 Annual Vacation Entitlement

(a) An Employee shall be entitled to receive annual vacation leave with pay:

(i) each year during their first forty-eight (48) months of service at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) days for each month of service; and

(ii) each year after forty-eight (48) months of service at the rate of one and two-thirds ( $1 \frac{2}{3}$ ) days for each month of service; and

(iii) each year after ~~one hundred and sixty-eight (168)~~ **one hundred and forty-four (144)** months of service at the rate of two and one-twelfth ( $2 \frac{1}{12}$ ) days for each month of service; and

(iv) each year after ~~two hundred and eighty-eight (288)~~ **two hundred and sixty-four (264)** months of service at the rate of two and one half ( $2 \frac{1}{2}$ ) days for each month of service

### **17.05 Employee Request**

Subject to the operational requirements of the service, the Employer shall make every reasonable effort to ensure that an Employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the Employee's written request, the immediate management supervisor shall: (a) give the reason for disapproval; and (b) make every reasonable effort to grant an Employee's vacation leave in the amount and at such time as the Employee may request in an alternative request. Where operational requirements necessitate a decision by the Employer to place a restriction on the number of Employees on vacation leave at any one time, preference shall be given to the Employees with the greatest length of seniority.

**In addition to operational requirements, the Employer should endeavour to explore and exhaust the following prior to denying vacation:**

- **Offer shifts via the WASCL**
- **Offer overtime to cover requests, including off unit overtime**
- **Review external agency options (if applicable)**

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 31<sup>st</sup> 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

#### **17.09 Accumulative Vacation Carry Over**

An Employee, on the recommendation of the immediate management supervisor and with the approval of the Employer, may be granted permission to carry over ~~five (5) days of~~ their **unused** vacation leave ~~each year~~ to a maximum of twenty (20) days, if in the opinion of the immediate management supervisor, it will not interfere with the efficient operation of the Department.

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

**17.XX Compensation for Cancellation of Approved Vacation**

**Where the Employer cancels vacation once it has been approved, but prior to the commencement of the vacation, the Employee shall be compensated at two (2) times their regular rate of pay for the time worked during the period of what would have been their period of paid vacation.**

New Proposal for NSHA and IWK

#### **17.17 Reimbursement of Expenses upon Recall**

Where, during any period of approved vacation, an Employee is recalled to duty, they shall be reimbursed for reasonable expenses, subject to the provisions of Article 28, that they incur:

- (a) in proceeding to their place of duty;
- (b) in returning to the place from which they were recalled if they immediately resume vacation leave upon completing the assignment for which they were recalled; and
- (c) if an Employee's vacation is approved and then cancelled by the Employer causing the Employee to lose a monetary deposit on vacation accommodations and/or travel, and providing the Employee does everything reasonably possible to mitigate the loss, and providing the Employee notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Employee for the monetary deposit.

In addition to the above, an Employee shall be compensated at ~~two (2)~~ **three (3)** times their regular rate of pay for time worked during the period of recall from vacation. **Any decision to recall the Employee from vacation will require the approval at a senior leadership level to be designated 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) July 1st

**Add to the list of holidays National Day of Truth and Reconciliation.**

New Proposal for NSHA and IWK

18.07 Religious Day in Lieu

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 them to observe a ~~holy day of their own faith.~~ **holiday on the day of religious, cultural, or spiritual significance to the employee in lieu of the holidays identified pursuant to this Article.** 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 endeavor to grant the request where operational requirements permit.

## New Proposal for NSHA and IWK

### Article 18 Holidays

#### 18.11 carryover of banked holiday time

Employees may be permitted to continuously carry an accumulation of up to ~~45~~ **22 1/2** hours of banked holiday time. The Employer shall divide the year into **two 6 month periods** ~~four quarters~~. At the end of each **6 month period**, ~~quarter~~ the employer may pay out any unused holiday time down to ~~45~~ **22 and 1/5** hours.

New Proposal for NSHA and IWK

Article 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 their scheduled shift. The employee shall also be granted 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 calendar day period. In any event, the employee shall be entitled to 37 1/2 consecutive hours paid leave, even if this extends past the seven calendar days leave. Immediate family is defined as the employee's ~~father, mother, guardian, brother, sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepchild or ward of the employee, grandparent or grandchild of the employee, stepmother, stepfather, step sister, step brother, step grandparent, step grandchild, and a relative permanently residing in the employee's household or with whom the employee permanently resides~~ **parents, step-parents, guardian, siblings, step-siblings, spouse, child, parents-in-law, child-in-law, step child, or ward of the employee, grandparent, step-grandparent or grandchild or step-grandchild of the employee and a relative permanently residing in the employee's household or with whom the employee permanently resides.** 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 benefit is claimed. For employees whose hours of work are 70 hours by weekly or 80 hours by weekly the entitlement shall be 35 slash 40 consecutive hours paid leave even if this extends past the seven calendar daysincludes the **employee's.**

**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. A 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, the employee may defer the final day of 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.~~



**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 shall notify the Employer of this deferment at the time of the death. Deferred bereavement leave shall be taken within twelve (12) months of the date of the death.**

New Proposal for NSHA and IWK

**19.06 Pregnancy/~~End of Pregnancy~~ Leave**

**l) 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.**

**n) Every Employee shall be entitled to leave, in accordance with labour standards, for a pregnancy which ends prior to nineteen (19) weeks. The Employee may elect that such leave be paid by charging the time to the Employee's sick leave, accumulated vacation, accumulated holiday or accumulated overtime. An Employee shall not be placed or advanced, as part of the Attendance Support Program (ASP), as a result of this absence period.**

**o) If a pregnancy ends after the 19th week of pregnancy, the Employee shall be entitled to up to sixteen (16) weeks of Pregnancy Leave. Article 19.06 Pregnancy/Birth Allowance shall apply.**

Renumber the remainder of the article.

New Proposal for NSHA and IWK

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.~~

New Proposal for NSHA and IWK

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.~~

New Proposal for NSHA and IWK

**19.13 Leave for Storms or Hazardous Conditions**

(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 their 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).**

**d) Employees required by the Employer to report for work when their workplace has been closed due to severe weather conditions or who are required to remain at work when other Employees have been sent home shall be compensated for hours worked following such closure in accordance with Article 15.05.**

**e) Where the Employer requires an Employee to stay in overnight accommodations during severe weather conditions the Employer will pay for the overnight accommodations. In addition, the Employee shall be paid Stand by pay at a rate of 20% of their regular hourly rate from the time the Employee arrives at the accommodations until the Employee begins the Employee's shift the following day. Should such an Employee be called back to the workplace prior to the Employee's shift the following day, Articles 16.04, 16.06, and 16.07 shall apply. Where applicable, the Employer shall pay a meal allowance in accordance with article 28.**

**f) 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.**

**This would be added to Article 19.14 for the IWK as sub articles e, f, and g instead of d, e and f**

## New Proposals for NSHA and 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 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 IWK)

### 19.20 Leave for Victims of Domestic Violence

**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 for the IWK)**

#### **19.21 Leave for a Reservist**

Employees shall be granted Leave for a Reservist in accordance with the *Labour Standards Code* of Nova Scotia. (19.22 for the IWK)

#### **19.22 Leave for Care of a Critically Ill Adult**

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 for the IWK)

#### **19.23 Leave for Crime-related Death or Disappearance of a Child**

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*.  
(19.24 for the IWK)

#### **19.24 Leave for Volunteer Firefighter/Ground Search and Rescue**

Where an Employee is a volunteer firefighter or a member of Ground Search and Rescue 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. (19.25 for the IWK)

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**

**Article 28.02**

**(c) Employees will also receive a one thousand dollar stipend per calendar year for the use of their private vehicles.**



New Proposal for NSHA and IWK

Article 28 Travel

**28.03 Other Expenses**

**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.**

**Increase each of the meal and incidental allowances by five dollars each.**

Breakfast ~~\$8.00~~ **\$13.00**

Lunch ~~\$15.00~~ **\$20.00**

Dinner ~~\$20.00~~ **\$25.00**

Incidentals ~~\$5.00~~ **\$10.00**

New Proposal for NSHA and IWK

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 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, 2023. The cost sharing 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 two hundred and fifty (\$250) annually**, and it shall be the responsibility of the ~~Employer~~ **Employee** to clean the clothing.

New Proposal for NSHA and IWK

**31.09 Employee Safety and Security Measures**

**a) No form of abuse of an employee will be condoned. Every reasonable effort will be made to rectify an abusive situation.**

**b)The Employer shall provide security measures at Emergency Departments during the evening, night and weekend shifts.**

**(c) Further, no employee shall be assigned to work without another employee, or assigned security for the work site.**

**(d) Where the Employer can demonstrate that working alone is fundamental to the employee's position, a Working Alone Safety Plan shall be developed in consultation with the employee, management, OHSW and the Joint Occupational Health and Safety Committee.**

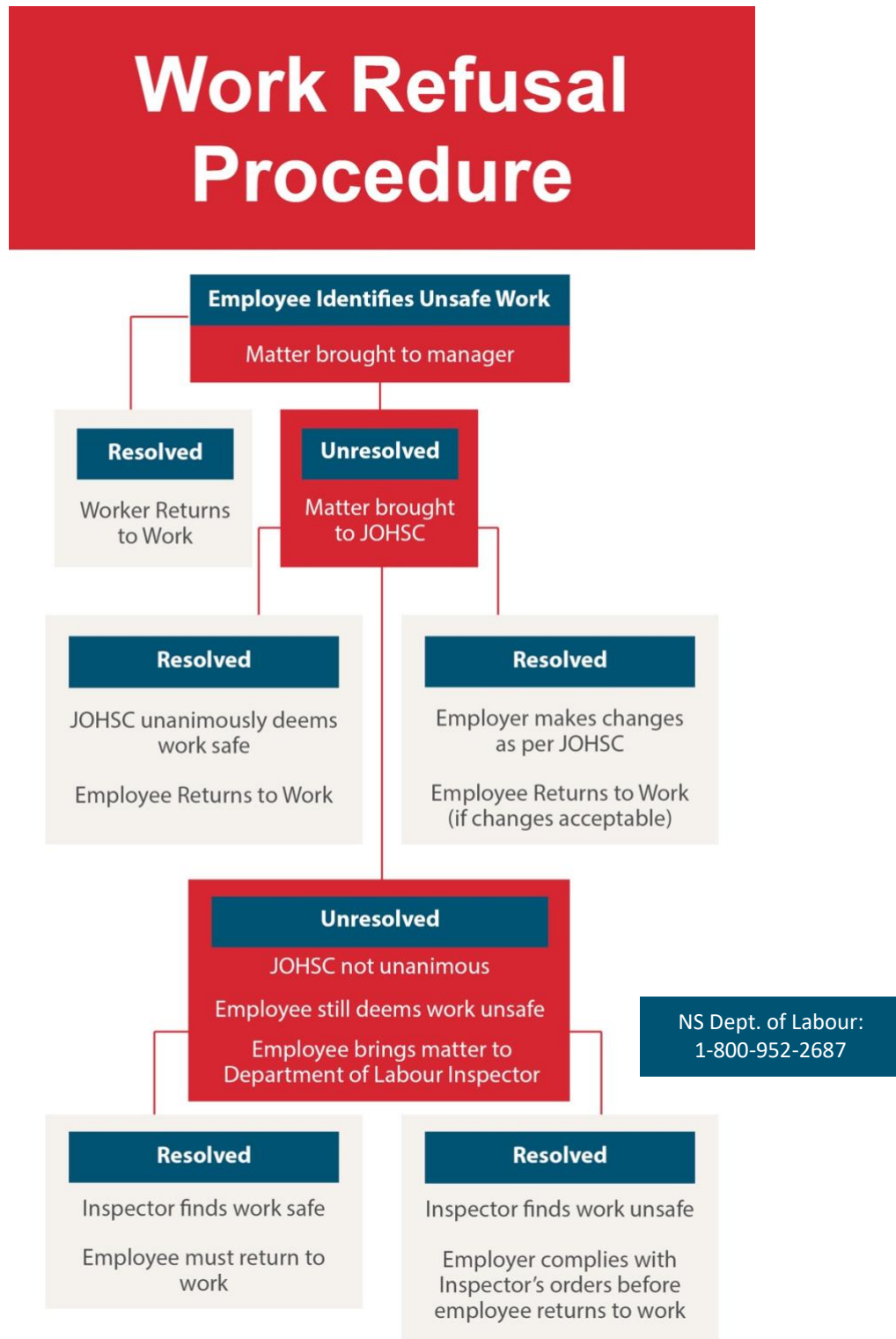
New Proposal for NSHA and IWK

### **31.10 Point of Care Risk Assessment**

**a) Before each patient/resident/client interaction, the employee shall complete a ‘Point of Care Risk Assessment’ (PCRA) to determine the risk of exposure and appropriate Routine Practices and Additional Precautions required for safe care. Based on the PCRA the employee shall determine what personal protective equipment (PPE) to select and wear for that interaction. A PCRA should be performed even if the patient has been placed on Additional Precautions as additional PPE may be required.**

**(b) 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.**

**(c) 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.**



*This flow chart is for ease of reference, for the most up to date process, see the website of the Department of Labour.*

**Add as an appendix for both the NSHA and IWK**

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.

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

New Proposal for NSHA and IWK

Article 34 Pay Provisions

For NSH and IWK

Article 34 Pay Provisions

34.02 Retention Incentive

Upon completion of 25 years of service with the employer or, **25 years of satisfactory experience in their occupation, or a combination of experience and service totaling twenty-five years, whichever is earlier**, all permanent employees will receive an additional salary increment of 3.5% greater than the highest rate in effect for the applicable classification.

**Prior experience, other than with the Employer shall only be considered where the Employee in question provided the documentation and other information necessary to establish that the experience in question was satisfactory and to substantiate the length of experience being put forward for recognition.**



New Proposal for NSHA and IWK

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

**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.~~, **5 pm and 7 am.** 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.~~
- (a) Increase to three dollars and fifty cents (\$3.50) effective November 1, 2023;**
- (b) Increase to four dollars (\$4.00) effective November 1, 2024**

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.~~

- (a) Increase to three dollars and fifty cents (\$3.50) effective November 1, 2023;**
- (b) Increase to four dollars (\$4.00) effective November 1, 2024**

New Proposal for NSHA and IWK

Article 34 Pay Provisions

**34.18 All market adjustments be added to the base rates for the classification, including but not limited to:**

**Cardiac Sonographer – Echocardiology/ Pediatric Echo Sonographer, and team lead**

**Perfusionist, and team lead**

**Dental Hygienist**

**Such adjustments will have no effect on the general economic increases, functional adjustments, operational adjustments, or other adjustments to any of the classifications.**

### **34.20 Preceptor Premium**

**An Employee designated as a Preceptor will be paid a premium of \$1.50 for each hour worked as a preceptor.**

**The Parties recognize and acknowledge that every Employee has a professional responsibility to participate in preceptor duties subject to the following:**

**a) “Preceptor” shall mean an Employee who is assigned to supervise, educate, and evaluate preceptees in a formal relationship for a pre-determined length of time. An Employee acting as a preceptor has an assigned responsibility and accountability for the activities and overall learning of the preceptee.**

**b) Employees may be required, as part of their duties, to act as Preceptors in supervising activities of learners, New Graduates, employees in new clinical practice settings, and new staff in accordance with current guidelines. Employees will be informed in writing of their responsibilities in relation to these preceptees and will be provided with appropriate training as determined by the Employer.**

**c) In the case of students and New Graduates, any relevant information that is provided to the Employer by the educational institution with respect to skill level of preceptees will be made available to the Employees supervising the preceptees.**

**d) The Employer will call for expressions of interest on at least an annual basis. Subject to the approval of the Employer, Employees who express interest will be placed in a Preceptor Pool.**

**e) An Employee accepted in the Preceptor Pool may be removed from the Pool by the Employer if the Employee is not capable of performing preceptor duties. The Employee may request removal from the Pool for extenuating circumstances.**

**f) The Employer will assign an Employee from the Preceptor Pool when a preceptor is required. However, an Employee who is not currently in the Pool may be assigned Preceptor duties when required.**

**g) When operationally possible, a Preceptor shall not be assigned any patients on the first day of the preceptorship.**

**h) When operationally possible, a Preceptor shall be assigned a patient care assignment that is reasonable for the needs of the Preceptee(s) for those shifts for which the Employee has preceptor duties.**

**i) The Employer will provide paid preceptor training to interested Employees. Those Employees accepted to the Pool shall be given first consideration for such training.**

**j) The Employer will permit an Employee to opt out of a preceptor assignment if it is determined that the relationship is not beneficial to both parties.**

**k) Responsibilities of the Preceptor include but are not limited to:**

**i) Collaborate with the academic leads, program leads, and educators in the assessment and evaluation of preceptees.**

- ii) Monitor and report on the preceptees learning goals and outcomes.**
  - iii) Foster evidence informed practice.**
  - iv) Authorize learner actions in the practice setting after obtaining consent from patients.**
  - v) Assess and mitigate risk arising from learner actions.**
  - vi) Organize the supervision of learners by Employees for learner activities.**
- l) An Employee designated as a Preceptor will be paid a premium of \$1.50 for each hour worked as a preceptor.**

New Proposal for NSHA and IWK

### **34.21 Employee Retention Bonus**

**The Employer will provide a Retention Bonus to eligible employees. The Retention Bonus shall be equal to two percent (2%) of the gross annual base earnings (exclusive of any premiums). To be eligible an Employee must be able to retire with an unreduced pension under the terms of the NSHEPP Pension Plan or the Provincial or Federal Superannuation Pension. The Retention Bonus will be paid following the completion of the twelve (12) month employment period following eligibility. The employee must apply in writing to participate in the Retention Bonus when they first become eligible. If the employee continues to be employed for second and subsequent years, the Retention Bonus will be applied automatically.**

**Effective October 31, 2025, the Retention Bonus will increase to 3.0%**

New Proposal for NSHA and IWK

**34.22 Retiree Recruitment Incentive and Placement on the Increment Scale**

- a) The Employer will provide a Recruitment Incentive of \$750 per 12 month period to any retired employee who, after retirement, agrees to return to work on a casual basis for at least thirty (30) “relief” shifts in a 12 month period. The \$750 will be paid to the employee after the completion of the minimum thirty (30) “relief” shifts. For clarity, the “relief” shifts must be shifts worked on a casual basis and does not include any “relief” shifts worked while holding a regular or temporary position with the Employer. The Casual employee must apply in writing to participate in the Retiree Recruitment Incentive upon returning to work and reapply, in writing, for each subsequent 12 month period.
- b) An Employee who returns to work as a casual after retirement will be placed on the increment scale at the same step they were on immediately preceding their retirement.



New Proposal for NSHA

**34.23 The effective dates for the general economic increases, premium increases, and classification adjustments will be moved from March 31<sup>st</sup> and April 1<sup>st</sup> for Public Health, Addiction Services, and Continuing Care Employees in the Western, Eastern, and Northern Zones to October 31<sup>st</sup> and November 1<sup>st</sup> to line up with effective dates for Employees in the Central Zone.**

New Proposal for NSHA and IWK

Article 35 Reassignment

35.02 i) Reassignment

**h) An Employee who is temporarily reassigned from their shift in accordance with this article for a duration equal to or greater than four (4) hours shall receive a premium for all hours worked in the reassignment commencing in the first hour worked in the reassignment in the amount of one dollar and twenty-five cents (\$1.25). No premium is payable for any hours worked in a temporary reassignment that is less than four hours.**

**i) If an Employee reports to work and is temporarily reassigned to a shift with hours in excess of their regularly scheduled shift, the Employee will be entitled to the applicable overtime rate on that day. If the Employee is reassigned to a different schedule after the first day, the reassigned schedule will be the applicable schedule and the Employee will only trigger overtime in accordance with Article 15.**

**j) In the event that the reassignment results in the Employee owing smoothing hours totaling less than 7.5 hours, the Employee will be deemed to have worked those hours and no additional hours worked will be required.**

**If the deficit of hours owed to smoothing is 7.5 hours or greater the Employee and manager will enter into a mutually satisfactory arrangement to make up the hours owed.**

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

38.03 Work Area Specific Casual Lists

**(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

New Proposal for NSHA and IWK

**38.05 Long Assignment**

**(n) If a pilot project with a new classification extends beyond 12 months, the position and classification will be considered permanent in the bargaining unit.**

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 WWWW International Day for the Elimination of Racial Discrimination**

- a) The Parties agree to recognize March 21<sup>st</sup> 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 XXXX 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 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.**

**Memorandum of Agreement #4**  
**Arbitration Process for S.T.I. Benefit Grievance**

The parties agree to create a new arbitration process for S.T.I. benefit grievances, wherein grievances are referred to the Occupational Health Department for review by the Manager of Occupational Health or designate. If the matter is not resolved following the review, the matter may be referred to expedited arbitration pursuant to Appendix 1. For purposes of expedited arbitration pursuant to this article only, the following persons shall serve as arbitrator on a rotating basis:

- (i) **Karen Hollett,**
- (ii) **Bruce Outhouse.**

In the event neither of these arbitrators is available to hear the matter within a reasonable period of time, the parties may agree to an alternate arbitrator.

**Memorandum of Agreement #19**

**This Memorandum of Agreement applies to employees transferring between positions within NSHA and between NSHA and IWK.**

**A Employees transferring from accrued sick leave to STI**

An employee with a position in a location where they accumulate credits for sick leave with pay (**their “Original Position”**) who accepts a **Permanent** position in a location where general leave and short-term illness benefits are provided shall be entitled to maintain twenty five percent (25%) of their accumulated sick leave bank; **If the employee returns to their Original Position during the trial period (Art. 10.04), the employee shall be entitled to their accumulated sick leave bank from the Original Position, less any sick leave credits used in the interim.** Employees who have sick leave credits in their banks can utilize them for the following purposes:

**To Cover STI/LTD Gap**

Employees may use any sick bank credits to cover off any period between the end of Short-Term Illness Leave (“STI”) entitlement and the date on which they would normally become eligible for LTD. Employees who are not covered by a long term disability plan or who have time in their sick leave bank may use their sick leave banks for the period for which they are sick after the one hundred (100) days for Short-Term Illness has been used, until their sick leave bank is exhausted. The Employee’s sick bank shall be reduced by one day for each day of entitlement under this section.

**To “Top Up” STI**

Employees may use these credits to top up Short-Term Illness benefits. For each day on which the Employee is in receipt of Short-Term Illness the employee may use her sick bank to “top up” the employee’s Short-Term Illness benefit to one hundred per cent (100%) of salary. Twenty five percent (25%) of the day shall be deducted from the sick bank for each twenty five percent (25%) “top up”.

**WCB Earnings Replacement Supplement**

Employees may use these credits to supplement the earnings replacement benefit paid by the Workers’ Compensation Board equal to the difference between the earnings replacement benefit received by the employee under the Act and the employee’s net pre-accident earnings. The percentage amount required to achieve the top-up to net pre-accident earnings shall be deducted from the sick bank for each day of the supplement.

**B Employees transferring from STI to accrued sick leave**

An employee with a position where general leave and short-term illness benefits are provided who accepts a position in a location where they accumulate credits for sick leave with pay shall be credited with a sick leave bank of 11.25 hours for each 162.5 regular hours paid in the 8 years before the effective date of accepting the new position less all

hours that the employee has received general leave for illness or injury or short-term illness benefits during the 8 years before the effective date of accepting the new position.

**C Employees transferring from PH/AS/CC (former DHAs 1 – 8) STI to former CDHA STI**

An employee with a position in Public Health, Addiction Services and Continuing Care (PH/AS/CC) in former DHAs 1 through 8 where general leave and short-term illness benefits are provided who accepts a position in the former CDHA where general leave and short-term illness benefits are provided shall be entitled to a sick leave bank of five days or, if the employee has been employed in their PH/AS/CC position for more than one year at the time the employee accepts the position in the former CDHA, a sick leave bank of ten days, to be used for the following purposes for a period of twelve months from the date of transfer:

**To Cover STI/LTD Gap**

Employees may use any sick bank credits to cover off any period between the end of Short-Term Illness Leave ("STI") entitlement and the date on which they would normally become eligible for LTD. employees who are not covered by a long term disability plan or who have time in their sick leave bank may use their sick leave banks for the period for which they are sick after the one hundred (100) days for Short-Term Illness has been used, until their sick leave bank is exhausted. The employee's sick bank shall be reduced by one day for each day of entitlement under this section.

**To "Top Up" STI**

employees may use these credits to top up Short-Term Illness benefits. For each day on which the employee is in receipt of Short-Term Illness the employee may use her sick bank to "top up" her Short-Term Illness benefit to one hundred per cent (100%) of salary. Twenty five percent (25%) of the day shall be deducted from the sick bank for each twenty five percent (25%) "top up".

**WCB Earnings Replacement Supplement**

employees may use these credits to supplement the earnings replacement benefit paid by the Workers' Compensation Board equal to the difference between the earnings replacement benefit received by the employee under the Act and the employee's net pre-accident earnings. The percentage amount required to achieve the top-up to net pre-accident earnings shall be deducted from the sick bank for each day of the supplement.  
(N)

**MOA #34**  
**Peak Vacation Period Incentive**

**Whereas the parties acknowledge that the peak vacation period is a highly sought period to request vacation;**

**And whereas senior Employees are able to exercise their seniority, as per article 10.05, for a preference of up to four complete weeks of vacation;**

**And Whereas, Employees with less seniority may be denied vacation;**

**Therefore, the parties agree that:**

- 1. Employees entitled to four (4) weeks' or more vacation based on years of service are eligible for the peak vacation period incentive.**
- 2. The peak vacation period is defined as the second full week of June and ending after the second full week of September of each year.**
- 3. Should an eligible Employee take two (2) weeks or less vacation during the entire peak vacation period, either by way of only requesting 2 weeks or less and being approved, or by way of requesting more than 2 weeks but only being approved for 2 weeks or less, they will be entitled to a \$1000 incentive (pro-rated based on FTE).**
- 4. Cut off for incentive eligibility would be at the last eligible Employee who is approved to take 2 weeks or less vacation.**
- 5. The 2 weeks or less taken during the peak vacation period must be taken as complete weeks, however, the 2 weeks need not be consecutive.**
- 6. For the purpose of this MOA, a complete week is defined as one calendar week running from Monday at 00:01 hours to Sunday at 24:00 hours.**
- 7. Vacation taken during this period must be debited from the Employee's current fiscal vacation entitlement bank (i.e., not carryover, accumulated, borrowed, and/or legacy).**
- 8. Should an Employee who is approved to take 2 weeks or less of vacation subsequently request and be approved for a vacation day/period outside of the semiannual vacation process (i.e., first come, first serve) during the peak vacation period, they will forfeit their incentive eligibility.**
- 9. Eligibility for the incentive will be confirmed upon conclusion of the peak vacation period and will be paid out during the last pay of the month of November.**

- 10. Work areas that utilize self-scheduling shall be included, so long as existing self-scheduling guidelines continue to be followed.**

**The terms of this Memorandum of Agreement (MOA) will be trialed for the first complete vacation year cycle after the signing of this agreement. The Employer commits to evaluating the impact and sharing with the Union upon conclusion of the vacation year. This MOA shall only be renewed upon agreement of both parties. (N)**

New Proposal NSH and IWK

**MOA QQQQQ**  
**Review Workplace Violence Policies and Procedures**

Nova Scotia Health, the IWK, and Nova Scotia Council of Healthcare Unions recognize the importance of promoting a safe and healthy work environment that is free of workplace violence.

This commitment includes the following:

1. A general review of the existing workplace violence prevention policies.
2. Provide ongoing education to Employees regarding the requirement for all incidents of workplace violence and near-miss events to be reported through organizational incident reporting system(s).
  - a. The employer and the Council of Healthcare Unions commit to exploring the possibility of incorporating mechanisms to automate reporting of violent incidents to the constituent Union.
  - b. Where appropriate incidents of violence will also be reported to local law enforcement agencies.
  - c. Employees will be compensated at the appropriate overtime rate when completing the required reporting at the end of the scheduled shift.
3. The employer will complete a review of patient materials, and where not present, provide a code of conduct statement to be included as part of the patient education process.
4. The employer will continue to explore the creation of an alert system for Employees to ensure they are made aware of incidents of concern impacting their work site (i.e access control).
5. Assessing and ensuring properly lit, hospital-owned parking lots with surveillance.
6. Assess and where not provided designate parking spots for Employees working on-call.
7. Explore the possibility of providing security stations with panic buttons in parking lots.
8. Non-violent crisis intervention training will be made available and accessible to all employees, regardless of work area. For newly hired Employees NVCI will be provided in the first three months of employment.
9. Non-violent crisis intervention will be tailored for the Employees that work alone, in patient homes, and in community settings.

The parties agree that this commitment to collaboration will be carried by Occupational Health Safety & Wellness Leadership and representation of the Unions on a mutually agreed scheduled, at no greater frequency than quarterly. Agenda items on occupational health safety and wellness concerns, trends or metrics will be submitted by both parties to build an agenda in advance of the meeting.



New Proposal for NSHA and IWK

**MOA 2222 Education and Certification Premiums**

**Within 90 calendar days of the signing of the collective agreement a joint committee comprised of Employer representatives and an equal number of Council representatives, ensuring each Constituent Union is represented, will be formed to review various education and certification premiums to determine those applicable to members of the Healthcare Bargaining Unit. The committee will meet no less than bimonthly and endeavour to have recommendations as to which premiums will be added to the collective agreement within 12 calendar months following the signing of the collective agreement. Implementation of the premiums will be on a go forward basis beginning the first full calendar month following the month the recommendations are made.**

**Thereafter, the education and certification premiums will be reviewed no less than annually.**

New Proposal NSHA only

## APPENDIX “A”

NSGEU in former Capital District Health Authority (DHA 9)

“NS” has been used to distinguish the original article numbers as applicable to NSGEU for former Capital District Health Authority (DHA 9).

### NS19.11 General Leave

- (a) Employees shall be entitled to leave with pay for General Leave. The combined use of General Leave shall not exceed fifteen (15) days per fiscal year.
- (b) The immediate management supervisor may require proof of the need for such leave as they consider necessary.
- (c) General Leave consists of:
  - (i) Personal Illness and Injury

An Employee who is unable to perform their duties because of illness or injury for a period not exceeding three (3) consecutive working days, may be granted leave with pay up to a maximum of fifteen (15) working days per fiscal year.

#### ~~(ii) Leave for Family Illness~~

~~In the case of illness of a member of an Employee's immediate family, meaning spouse, son, daughter, father, mother, or person to whom the Employee is legal guardian, when no one at home other than the Employee can provide for the needs of the ill person, the Employee may be granted, after notifying their immediate management supervisor, leave with pay up to five (5) working days per fiscal year, for the purpose of making such arrangements as are necessary to permit the Employee's return to work. The immediate management supervisor may require proof of the need for such leave as they consider necessary.~~

#### (iii) Leave for Emergency

An Employee shall be granted leave of absence with pay up to two (2) working days per fiscal year for a critical condition which requires their personal attention resulting from an emergency which cannot be served by others or attended to by the Employee at a time when they are normally off duty.

#### (iv) Leave for Medical and Dental Appointments

Employees shall be allowed paid leave of absence up to three (3) working days per fiscal year, in order to engage in personal preventative medical and dental care.

- (d) For clarification, the combined use of General Leave shall not exceed fifteen (15) days per fiscal year, and within the fifteen (15) days:

- ~~(i) leave for family illness shall not exceed five (5) days per fiscal year;~~
- (ii) leave for emergency shall not exceed two (2) days per fiscal year;
- (iii) leave for medical and dental appointments shall not exceed three (3) days per fiscal year;
- (iv) leave for personal illness and injury shall not exceed fifteen (15) days per fiscal year;
- (e) The first three days of any absence taken pursuant to Article NS21, Illness/Injury Benefit, shall be counted as three (3) days of General Leave.
- (f) A new Employee who is appointed subsequent to April 1 shall have their maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service they will accumulate in the fiscal year of appointment.
- (g) Employees who exhaust all or part of their fifteen (15) days' entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

#### **Leave for Family Illness and Family Appointment**

**In addition to General Leave, each employee is entitled to leave for five (5) additional working days per fiscal year to attend to an ill member of the employee's immediate family or to accompany an immediate family member to preventative, follow-up, and treatment focused medical appointments.**

**Immediate family, means spouse, child, parent, or person to whom the Employee is legal guardian, when no one at home other than the Employee can provide for the needs of the immediate family member, the Employee may be granted, after notifying their immediate management supervisor, leave with pay up to five (5) working days per fiscal year, for the purpose of making such arrangements as are necessary to permit the Employee's return to work. The immediate management supervisor may require proof of the need for such leave as they consider necessary.**

New Proposal NSHA only

**APPENDIX “B”**

**NSGEU, CUPE - PUBLIC HEALTH, ADDICTION SERVICES and CONTINUING CARE in Eastern, Western and Northern Zones (former DHAs 1-8)**

**“PH” has been used to distinguish the original article numbers as applicable to Public Health, Addiction Services and Continuing Care for Eastern, Western and Northern Zones (former DHAs 1-8).**

**PH20.06 Leave for Family Illness and Family Appointment**

In the case of illness **or medical or dental appointment** of a member of an Employee's immediate family, meaning spouse, ~~son, daughter,~~ **child**, or parent, for whose needs no one except the Employee can provide, the Employee may be granted, after notifying the Employer, leave without loss of regular pay up to a maximum of five (5) days per annum. This leave is for the Employee to provide for the temporary care of the Employee's immediate family and for reasonable time to make alternate care arrangements. The Employer may require proof of the need for such leave as they consider necessary. Such leave shall not be unreasonably withheld.

**New Proposal NSHA only**

**APPENDIX “C”**

**CUPE in Eastern, Western and Northern Zones (former DHAs 1-8)**

**“CU” has been used to distinguish the original article numbers as applicable to CUPE for Eastern, Western and Northern Zones (former DHAs 1-8).**

**CU24.17 Sick Leave for Medical/Dental; Family; Emergency**

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-seven and one-half (37½) hours per annum (pro rated for Part-time Employees) debited against sick leave credits in order to:

(a) engage in and facilitate the Employee’s personal preventative medical or dental care. Employees shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.

(b) attend to emergencies where:

(i) the Employee’s own medical or dental health is at an immediate and serious risk;

(ii) a member of the Employee’s immediate family, as defined in Article 19.02 (a), who has become ill or disabled, in order to make alternate care arrangements where the Employee’s personal attention is required, and which could not be serviced by others or attended to by the Employee outside of their assigned shifts;

(iii) there is a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 19.13) which requires the Employee’s personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

The Employer may require verification of the condition claimed. This provision is not applicable to a Casual Employee.

(c) An Employee will be allowed to use up to ~~45~~ **37.5** of the hours referred to in the preamble of this Article to attend to the Medical and Dental Care of their Immediate Family members.

## APPENDIX “D”

### Unifor in Eastern Zone (former DHAs 7 & 8)

**“UN” has been used to distinguish the original article numbers as applicable to Unifor for Eastern Zone (former DHAs 7 & 8).**

#### UN14.05

a) Permanent Full-time Employees shall be permitted leave of absence without loss of regular pay, for up to fifteen (15) hours in total per fiscal year to attend to the following situation:

(i) in the case of an emergency which requires the Employee's personal attention resulting from a situation which cannot reasonably be served by others or attended to by the Employee at a time when the Employee is off duty.

**b)** Permanent Full-time Employees shall be permitted leave of absence without loss of regular pay, for up to ~~fifteen (15)~~ **thirty-seven and one-half** hours in total per fiscal year to attend to the following situation:

(i) in the case of an illness of a member of the Employee's immediate family who permanently resides with the Employee and when no one at home other than the Employee can provide for the needs of the ill person. Immediate family shall be defined as the parent, child or spouse of the Employee.

**(ii) to attend to the medical and dental care of immediate family members.**

## NSHA and IWK

The Council wishes to discuss work from home arrangements.

The Council wishes to discuss Land Acknowledgement language.

The Council is providing notice regarding the Employers' interpretation and application of the 25 year retention incentive.

The Council is providing notice on the Employers' interpretation and application of hours and work and overtime, specifically what is referred to as "time for time" or "straight time overtime".