

**UNION'S PROPOSED AMENDMENTS**  
**TO THE**  
**COLLECTIVE AGREEMENT**  
**Between**  
**NOVA SCOTIA COUNCIL OF HEALTH SUPPORT UNIONS**  
**And**  
**THE NOVA SCOTIA HEALTH AUTHORITY / IWK**  
**Non-Wage Proposals**

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**The Union reserves the right to add to, delete from or otherwise amend the following list of proposed amendments.**

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**1. ARTICLE 1- Interpretation and Definitions\***

**ARTICLE 1.01 Definitions**

- (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.

**ARTICLE 1.03 Seniority (IWK)**

(b)\* Employees Seniority shall be transferable as follows:

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

### **2. ARTICLE 7.02 Distribution of Union Literature- notice of interpretation**

- (a) The Employer will provide space to the Union during Employee orientation to allow the Union to distribute Union literature related to the orientation of new Union members.
- (b) The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.

### **ARTICLE 7.03 ~~(e)~~ Computer Access (clerical amendment- add number and lettering)**

- (a) Where possible, providing no additional costs are incurred by the Employer, one (1) authorized representative of each Union shall be entitled to submit for posting on the Employer's electronic communication system one electronic Union notice per month for members of the bargaining unit.
- (b) The Employer shall determine the method of distribution. The Employer shall review all proposed notices and retain a discretion not to post any notice that it deems unlawful or contrary to the Employer's interests, which discretion shall not be unreasonably exercised. The Union agrees to indemnify the Employer for any liability arising out of offensive or otherwise unlawful notices posted by the Union. Nothing in this Article requires a change to distribution practices that existed prior to April 1, 2015.

### **3. ARTICLE 8.04 Job Fact Sheet / Position Descriptions**

- (a) Upon request by the Employee, the Employer shall provide the position description or job fact sheet for the classification outlining the duties and responsibilities assigned to their position.
- (b) Copies of all current position descriptions or job fact sheets shall be forwarded to the Union upon signing of this Agreement. Thereafter, all new and revised position descriptions or job fact sheets shall be provided to the Union within fifteen (15) days of creation or revision.

## **Give notice of application**

### **4. ARTICLE 9.02 Probationary Period**

- (a) Notwithstanding Article 9.01, a newly hired Employee may be appointed to their position on a probationary basis for a period not to exceed 495 hours of time actually worked or nine (9) months, whichever is ~~greater~~ **less**.
- (b) A previous Permanent Employee whose employment was terminated for any reason and who is re-employed in the same classification within twelve (12) months from the date of such termination shall not be required to undergo a second (2nd) probationary period.

**IWK proposal to 9 months and less.**

### **5. ARTICLE 10.01 (f) ~~Filling Vacancies or Assignments~~ Designated Postings (clerical amendment add number and lettering remainder of article renumbered)**

The relevant Constituent Union and Employer may agree that job postings be designated as only being eligible to applicants from one or more of the following: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression.

- i. The Employer shall provide the relevant Constituent Union with the rationale for the designated posting, as well as the applicable seniority list.
- ii. The relevant Constituent Union shall respond within **10** working days of receipt of the information in 10.01 (f) i.
- iii. Eligible, qualified employees, as per 10.01 (f) ii. of the bargaining unit will be given preference over external applicants.
- iv. If the position cannot be filled as per 10.01 (f) iii. the position will be reposted and filled in accordance with Article 10.02.

### **10.02 Filling vacancies or Assignments**

**(c)** Notwithstanding the above, the employer ~~may~~ **shall** award the position to the most senior applicant without conducting interviews.

## **ARTICLE 10.04 Trial Period\***

Should the successful candidate for a posted vacancy be a current Employee of the ~~either~~ Employer in any bargaining unit, they will be placed in the position on a trial period for up to four hundred and ninety-five (495) hours. If they prove unsatisfactory in the new position, or chooses to return to their former position during the trial period, they will be returned to their former position and salary without any loss of seniority and any other Employee promoted or transferred because of the rearrangement of positions will be returned to their former position and salary without loss of seniority.

## **ARTICLE 10.07 Placement in New Position (“Placement”- wording)**

### **NSHA only**

#### **10.07 Placement in New Position**

A successful internal applicant shall normally be placed in a new position within ~~thirty (30) sixty (60)~~ days of their appointment. If such placement does not occur within the ~~thirty (30) sixty (60)~~ day period due to operational requirements, the successful applicant will receive the higher rate of pay, where applicable, effective the ~~forty-sixth (46<sup>th</sup>)~~ **thirty first (31<sup>st</sup>)** day.

## **6. ARTICLE 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 **and applicable locals**, to a person identified by each of the Unions, by cheque or direct deposit, within a reasonable time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on their behalf.

## **7. ARTICLE 13.10 Leave of absences for the Full-time President and/or Second Officer**

Leave of absence for the full-time President **and/or Second Officer** of the Union shall be granted in accordance with the following:

- (a) An Employee who declares intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring the intention to seek the office of President **and/or Second Officer**.
- (b) An Employee elected or appointed, as President **and/or Second Officer** of the Union shall be given a leave of absence without pay for the term(s) they are to serve.
- (c) A leave of absence for a second (2nd) and subsequent consecutive terms shall be granted in accordance with paragraphs (a) and (b).

- (d) For the purpose of paragraphs (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.
- (e) All benefits of the Employee shall continue in effect while the Employee is serving as President **and/or Second Officer**, and, for such purposes, the Employee shall be deemed to be in the employ of the Employer.
- (f) Notwithstanding paragraphs (b) and (e), the gross salary of the President **and/or Second Officer** shall be determined by the Union and paid to the President **and/or Second Officer** by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration, of their term of office, the Employee shall be reinstated in the position they held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement.
- (h) Notwithstanding paragraph (b) or any provision of the collective agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.
- (i) Notwithstanding the provisions of the agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the Employee returns from leave of absence.
- (j) The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, other pension, and group insurance premiums made on behalf of the Employee during the period of leave of absence.

## **8. ARTICLE 14.08 Meal Breaks and Rest periods**

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

### **Reference APPENDIX XX – Meal Breaks and Rest Periods Chart**

## **ARTICLE 14.10 Coverage**

The Employees agree to maintain staff coverage which, in the opinion of the Employer, is adequate for all operational units during a shift change, meal breaks, and rest periods.

### **ARTICLE 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.

### **ARTICLE 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.**

## **9. ARTICLE 15.04 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**

### **ARTICLE 15.06 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.

### **ARTICLE 15.09 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)~~ **two (2) six (6) month quarters-periods**. At the end of each **six (6) month period** ~~quarter~~, the Employer may payout any unused overtime down to seventy-five (75) hours.

## 10. ARTICLE 16 Standby and Callback\*

### ARTICLE 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 one third (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 standby pay of ~~forty dollars (\$40.00)~~ **one half (1/2) of their regular hourly salary per hour** 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 standby pay of one half (1/2) of their regular hourly salary per hour 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.**

### ARTICLE 16.04 Callback/Call-in Compensation

- (a) An Employee who is called back **or called in** 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/call-in 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 16.05 Transportation Allowance and Parking for Callback/Call-in**

Employees called back/**called in** 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/**called in** to work at a site which is not their home base, they will receive the kilometer rate or ~~ten dollars (\$10.00)~~ **twenty dollars (\$20.00)** each way, whichever is greater. An employee who is called back/**called in** to work and who reports for work shall be reimbursed for parking costs.

### **New Proposal for NSHA and IWK**

## **ARTICLE 16.06 Rest Interval After Callback/Call-in**

The Employer shall provide at least ~~six (6)~~ **eight (8)** hours between the time an Employee completes a period of callback/**call-in** and the commencement of the Employee's next scheduled shift. During an eight (8) hour period of standby, if the first callback/**call-in** is within two (2) hours of the commencement of the next scheduled shift, the Employee shall not be entitled to a ~~six (6)~~ **an 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 16.07 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**

- (a) The total actual time spent on the phone or online consulting ~~during the Standby period,~~ **including any required resulting work in support of the call or online support**, at the applicable overtime rate or
- (b) ~~Thirty (30)~~ **Sixty (60)** minutes per incident at the Employee's regular hourly rate.

### **Proposal for NSH AND IWK**

## **11. ARTICLE 17 Vacations\***



## **ARTICLE 17.01 Annual Vacation Entitlement**

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

### **New Proposal for NSHA and IWK**

## **ARTICLE 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 Employee 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 17.09 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 17.10 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 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.**

### **ARTICLE 17.19 Illness During Vacation**

Accumulated sick leave credits may be substituted for hours of vacation interrupted where it can be established by the employee to the satisfaction of the employer that an illness or accident occurred **prior to or during** the commencement of the vacation and that the illness or the accident was such that the vacation plans of the employee were interrupted.

## **New Proposal for IWK- lengthy need to change sick on vacation**

## **12. ARTICLE 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.

### **ARTICLE 18.11 Carry Over of Banked Holiday Time**

Employees may be permitted to continuously carry an accumulation of up to ~~twenty-two and one-half (22.5)~~ **forty-five (45)** hours of banked Holiday time. The Employer shall divide the year into ~~four (4)~~ **quarters-2 six (6) month periods**. At the end of each **six (6) month period** quarter, the Employer

may pay out any unused banked holiday time down to **forty five (45)** ~~twenty-two-and-one-half (22.5)~~ hours.

### 13. **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 seven (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 (7) calendar day period. In any event, the Employee shall be entitled to thirty-seven and one-half (37 1/2) consecutive hours paid leave, even if this extends past the seven (7) calendar days leave. "Immediate Family" is defined as the Employee's ~~father, mother~~ **parents**, guardian, ~~brother, sister~~ **siblings**, spouse, child, ~~father-in-law, mother-in-law~~ **parents-in-law**, ~~son-in-law, daughter-in-law~~ **child-in-law**, step-child or ward of the Employee, grandparent or grandchild of the Employee, ~~step-mother, step-father~~ **step-parent**, ~~step-sister, step-brother~~ **step-siblings**, step-grandparent, step- grandchild, and a relative permanently residing in the Employee's household or with whom the Employee permanently resides. For Employees whose hours of work are seventy (70) hours bi-weekly or eighty (80) hours bi-weekly the entitlement shall be thirty-five (35)/forty (40) consecutive hours paid leave, even if this extends past the seven (7) calendar days.

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 death, otherwise eligibility will be determined in accordance with paragraph (c) below.

**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. An 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.~~
- (c) Every Employee shall be entitled to leave with pay up to a maximum of three (3) days in the event of death of the Employee's brother-in-law or sister-in-law, where the relationship is current at the time of death.
- (d) Every Employee shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of an Employee's aunt or uncle, niece or nephew, or the grandparents of the spouse of the Employee. An Employee may be granted up to two

(2) days for travel without pay for the purposes of attending the funeral The Employee may elect that such bereavement leave be paid by charging the time to the Employee's accumulated vacation, accumulated holiday, or accumulated overtime.

- (e) The above entitlement is subject to the proviso that proper notification is made to the Employer.
- (f) If an Employee is on holiday, vacation or sick leave or using time in lieu at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to their appropriate bank.
- (g) **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. Deferred bereavement leave shall be taken within twelve (12) months of the date of the death.**

Re-letter as required

## New Proposal for NSHA and IWK

### **ARTICLE 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 their leave, and their 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(b).~~
- 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

#### ARTICLE 19.07 Parental Leave

- h) While on parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of their 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.~~

#### ARTICLE 19.08 Adoption Leave

- h) While on adoption leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of their 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

#### ARTICLE 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 Proposal for NSHA and IWK**

#### **ARTICLE 19.23 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 NSHA AND IWK**

#### **ARTICLE 19.24 Leave for Citizenship Ceremony**

The Employer will provide an Employee a paid leave of absence for up to one day to attend their own citizenship ceremony.

#### **New Proposal NSHA AND IWK**

#### **ARTICLE 19.25 Reservist Leave**

The Employer will provide Reservist Leave in accordance with the *Labour Standards Code*.

**14. ARTICLE 20.01 Group Life and Medical Plans**

The Employer will continue to participate with Employees in the provision of group life and medical plans as exist at the coming into force of this Agreement unless amended in accordance with the rest of this Article. The Employer agrees to pay ~~65%~~**75%** of the total premium cost for all Employees covered by the health and dental care plans attached hereto and forming part of this Agreement.

**15. Article 27.02 health support bargaining unit labour management committee- notice of application**

**New Proposal NSHA AND IWK**

**16. ARTICLE 28 Travel**

**\**  
**ARTICLE 28.03 Other Expenses**

**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**

**(d)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 NSHA AND IWK**

**ARTICLE 28.04 Transportation To/From Work\***



An Employee who is required to travel to or from work between the hours of 2400 and 0600 shall be entitled to be reimbursed for actual transportation expenses incurred; ~~to a minimum-maximum of \$10.00~~ **\$20.00** each way per shift or per kilometer in accordance with Article 28.02. ~~to the above-mentioned maximum.~~

## **New Proposal NSHA AND IWK**

### **17. ARTICLE 29 Retirement Allowance**

#### **ARTICLE 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 NSHA AND IWK**

### **18. ARTICLE 31.07 Protection of Pregnant Employees**

A pregnant Employee who works with machinery or equipment or **in an area with a risk of violence** which may pose a threat to the health of either the pregnant Employee or their unborn child, may request a job reassignment for that period by forwarding a written request to the Employee's immediate management supervisor along with a satisfactory certificate from a duly qualified medical practitioner justifying the need for such reassignment. Upon receipt of the request, the Employer, where possible, will reassign the pregnant Employee to an alternate position and/or classification or to alternate duties with the Employer.

## **New Proposal NSHA AND IWK**

#### **ARTICLE 31.08 Uniforms and Protective Clothing**

- (a) Should the Employer determine that uniforms are a requirement, the Employer will provide a reasonable allotment of uniforms, and it shall be the responsibility of the Employee to clean the clothing.

- (b) Where conditions of employment are such that an Employee's clothing may be contaminated, or where an Employee's clothing may be damaged, the Employer shall provide protective clothing (smocks, coveralls, lab coats, or similar overdress) and shall pay for their laundering.
- (c) Employees required to work in the open in inclement weather or in refrigerated areas shall be supplied with reasonable protective clothing when so engaged. ~~Such clothing shall be returned after use.~~
- (d) When required by the Employer, special safety and protective clothing shall be provided.

## **New Proposal NSHA AND IWK**

### **ARTICLE 31.09 Safety Footwear\***

Employees who are required by the Employer to wear safety footwear, shall be reimbursed for actual footwear costs to a maximum of ~~two~~**three** hundred dollars (\$~~200.00~~**300.00**) (tax included) per year.

## **New Proposal NSHA AND IWK**

### **ARTICLE 31.10 Point-of-Care Hazard Risk Assessments**

- (a) 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.
- (b) 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 and 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.

Add Work refusal procedure poster.

New Proposal NSHA AND IWK (renumber remainder of the article)

## **19. ARTICLE 34.02 Rate of Pay Upon Appointment**

- (a) 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.**
- (b) **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.

#### **Exception becomes 34.02 (c)**

**34.03 (c) Exception** The rate of compensation of a person upon appointment to a position may be at a rate higher than the minimum rate prescribed for the class if, in the opinion of the Employer, such higher rate is necessary to affect the appointment of a qualified person to the position or if the person to be appointed to the position has qualifications in excess of the minimum requirements for the position.

#### **New 34.03**

**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**

#### **ARTICLE 34.10 Retention Incentive (renumber the remainder of the article)**

Upon completion of 25 years of service with the employer, all employees will receive an additional salary increment of 3.5% greater than the highest rate in effect for the applicable classification.

#### **34.13 Shift Premium\***

Effective the date of ratification, for all hours worked, including overtime hours worked, on shifts where half or more of the hours are regularly scheduled between ~~6:00~~ **5:00** p.m. and ~~6:00~~ **7:00** a.m., Employees shall receive a ~~an: shift premium of two dollars and thirty five cents (\$2.35) per hour.~~

**(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**

#### **34.14 Week-end Premium\***

For all hours worked between the hours of 0001 Saturday and 0700 Monday, Employees shall receive an:

**(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 NSHA AND IWK**

## 20. ARTICLE 37 Casual Employees\*

### ARTICLE 37.08 Overtime

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

### ARTICLE 37.11 Leaves

(c) A causal employee shall be entitled to all labour standards code leaves as indicated between articles 19.18 to 19.22 to meet employment insurance eligibility criteria.

## New Proposal for NSHA and IWK

## 21. ARTICLE 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.

**ARTICLE 38.04 Part-Time and Casual Employee's Extra Shifts\* (suggest removal but discuss with les)**

**Would need to strike 38.09 cancellation of relief shifts if kept.**

- (iv) once a permanent employee has accepted an extra or relief shift as set out in article 38.04 and/or 38.06 the employee is obligated to work. The employer may not cancel the shift without the mutual agreement of the permanent employee.

#### **ARTICLE 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 and be posted. The terms of new classification- of article IIII shall apply.

#### **ARTICLE 38.13 Completion of Assignments**

- (a) Subject to paragraph (b), an 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.**

## **22. APPENDIX XX (REFERS TO ARTICLE 14.08)**

The parties agree that the chart below clarifies the required proration referenced in the last sentence of Article 14.08. Article 14.08 remains unchanged.

### **NEW PROPOSAL NSHA and IWK**

<b>75hr Biweekly</b>			
<b>Shift Length</b>	<b>Paid Hours</b>	<b>Unpaid Meal Break (Minutes)</b>	<b>Paid Rest Periods (Minutes)</b>
4.00	3.750	15.000	15.000
4.50	4.219	16.875	16.875
5.00	4.688	18.750	18.750
5.50	5.156	20.625	20.625
6.00	5.625	22.500	22.500
6.50	6.094	24.375	24.375
7.00	6.563	26.250	26.250
7.50	7.031	28.125	28.125
8.00	7.500	30.000	30.000
8.50	7.969	31.875	31.875
9.00	8.438	33.750	33.750
9.50	8.906	35.625	35.625
10.00	9.375	37.500	37.500
10.50	9.844	39.375	39.375
11.00	10.313	41.250	41.250
11.50	10.781	43.125	43.125
12.00	11.250	45.000	45.000

Pd Hrs Multiplier = 75 / 80

Pd Hrs = Shift Length \* Pd Hrs Multiplier

Unpaid Break in Minutes = (Shift Length - Pd Hrs) \* 60

Paid Break in Minutes = Unpaid Break

<b>70hr Biweekly</b>			
<b>Shift Length</b>	<b>Paid Hours</b>	<b>Unpaid Meal Break (Minutes)</b>	<b>Paid Rest Periods (Minutes)</b>
4.00	3.500	30.000	15.000

4.50	3.938	33.750	16.875
5.00	4.375	37.500	18.750
5.50	4.813	41.250	20.625
6.00	5.250	45.000	22.500
6.50	5.688	48.750	24.375
7.00	6.125	52.500	26.250
7.50	6.563	56.250	28.125
8.00	7.000	60.000	30.000
8.50	7.438	63.750	31.875
9.00	7.875	67.500	33.750
9.50	8.313	71.250	35.625
10.00	8.750	75.000	37.500
10.50	9.188	78.750	39.375
11.00	9.625	82.500	41.250
11.50	10.063	86.250	43.125
12.00	10.500	90.000	45.000

$\text{Pd Hrs Multiplier} = 70 / 80$

$\text{Pd Hrs} = \text{Shift Length} * \text{Pd Hrs Multiplier}$

$\text{Unpaid Break in Minutes} = (\text{Shift Length} - \text{Pd Hrs}) * 60$

$\text{Paid Break in Minutes} = \text{Unpaid Break} / 2$

## 23. MOA or Appendix on Temperature Breaks **need to discuss**

### Temperature Breaks

An employee working in laundry would be considered acclimatized after being exposed to the same environment conditions for five (5) of the last seven (7) days. The work demand of the employee would be light or moderate depending on the tasks.



If the measured Wet Bulb Globe Temperature (WBGT) is less than 31°C (light work) or less than 28°C (moderate work), then the proportion of work in an hour is 100%; which is to say, the employee can work continuously throughout the hour.

The following table summarizes the screening criteria for heat stress exposures; the Wet Bulb Globe Temperature (WBGT) values in °C, are from the 2015 edition of the ACGIH publication, *Threshold Limit Values and Biological Exposure Indices*, and were developed for a traditional work uniform of a long-sleeved shirt and pants.

TABLE 2. Screening Criteria for TLV® and Action Limit for Heat Stress Exposure									
Acclimatized					Un-Acclimatized				
Allocation of work in a Cycle of Work and Recovery	TLV® (WBGT values in °C)				Action Limit (WBGT values in °C)				
	Light	Moderate	Heavy	Very Heavy	Light	Moderate	Heavy	Very Heavy	
	75 to 100%	31.0	28.0	-	-	28.0	25.0	-	-
	50 to 75%	31.0	29.0	27.5	-	28.5	26.0	24.0	-
	25 to 50%	32.0	30.0	29.0	28.0	29.5	27.0	25.5	24.5
	0 to 25%	32.5	31.5	30.0	30.0	30.0	29.0	28.0	27.0

The screening criteria provide for light, moderate, heavy and very heavy work; examples of the types of activities in each category are:

(a) Light Work Demand

- Sitting with moderate arm and leg movement
- Standing with light work at machine or bench while using mostly arms
- Using a table saw
- Standing with light or moderate work at machine or bench and some walking about

(b) Moderate Work Demand

- Scrubbing in a standing position or mopping
- Walking about with moderate lifting or pushing
- Walking on level ground at 6 km/hour while carrying a 3kg. weight load

(c) Heavy Work Demand

- Carpenter sawing by hand
- Shovelling dry sand
- Heavy assembly work on a non-continuous basis
- Intermittent heavy lifting with pushing or pulling (e.g., pick & shovel work)

(d) Very Heavy Work Demand

The metabolic rate for tasks can also be calculated; refer to **Appendix G** for the method for calculating.

- (e) The parties agree that any changes to the Occupational and Safety Act will supersede Article 14.01 d), and changes to the language will be made during the next round of negotiations to bring the Contracts language in line with the Act and Regulations.
- (f) The Company shall provide to all employees, a temperature break in the areas affected, based on the threshold limit value (TLV), which be reviewed each hour based on the levels as determined by Wet Bulb Globe Temperature (WBGT) tester values.

**APPENDIX “A” – expand language to include step relationships**

**APPENDIX “B”**

PH22.08 Proof of Illness – sick note cost to be covered by the employer

**APPENDIX “C”**

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

- (c) An Employee will be allowed to use up to ~~15~~**37.5** of the hours referred to in the preamble of the Article to attend to the Medical and Dental Care of their Immediate Family members.

**APPENDIX “D”**

**UN14.05**

a) Permanent Full-time Employees shall be permitted leave of absence without loss of regular pay, for up to ~~15~~ **37.5** hours in total per fiscal year to attend to the following situations:

**APPENDIX 6**

**POWER ENGINEERS – HOURS OF WORK\***

Serve notice to the Employer for Chief Power Engineers – standby

“The Nova Scotia Council of Health Support Unions hereby serves formal notification to the Nova Scotia Health Authority of its intention to assert that the interpretation of the standby and call-back provisions outlined in Article 16 of the collective agreement are applicable to chief power engineers and their obligations to be available when not on shift.”

**MEMORANDUM OF AGREEMENT #2**

**MARKET-BASED ADJUSTMENTS**

All market adjustments be added to the base rates for any identified classification, list the classifications including but not limited to:

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

**MEMORANDUM OF AGREEMENT #4**  
**ARBITRATION PROCESS FOR S.T.I. BENEFIT GRIEVANCE**

(i) ~~Bill Kydd~~, Karen Hollett,

**MEMORANDUM OF AGREEMENT #5**  
**ATTENDANCE SUPPORT - EXPEDITED PROCEDURE**

- Table for IWK

**MEMORANDUM OF AGREEMENT #12**  
**Pay Plan Transition**  
May be able to remove

**MEMORANDUM OF AGREEMENT #23**  
**SENIORITY TIE BREAKING\***  
Update the dates

**Adjust the index as needed**