

## **Tentative Agreement Reached – Bargaining Committee Recommends Acceptance**

The Council of Unions Bargaining Committee achieved important and significant improvements impacting collective agreements for health care professionals at both the IWK and Nova Scotia Health.

**Your bargaining committee, representing members from across the province, is recommending you vote to accept this tentative agreement.**

The tentative agreement focuses on retaining current employees as a priority and recruiting future employees by recognizing that NSH and IWK health care employees should highest paid in Atlantic Canada. This two-year deal may not put all classifications to the highest paid in the region, but it will move them either to leading or closer to leading.

15 days of negotiation which began March 4, 2023, culminated in a tentative agreement reached at 430 am on Friday August 30 after 19 hours of bargaining.

The details are attached to this document. The highlights include the following.

### **Two-Year Deal**

This is a two-year deal. Its start date is retroactive to November 1, 2023. It concludes October 31, 2025. A two-year deal aligns the agreement with the Nursing Council dates and was a key demand of the Health Care Unions.

The wage adjustments fall into four categories as follows. It is important to note, as outlined below, that not all members will receive all of the increases. Please refer to the detailed ratification document and ask questions at the upcoming town hall events if you are still not clear.

**1. Economic Adjustments Applying to all classifications:**

**November 1, 2023 - 3%**

**November 1, 2024 – 2%**

**2. Special Acute Health Sector Special Adjustment Applying to all classifications except Care Team Assistants and Paramedics**

**April 1, 2024 – 2.5%**

***Note, this adjustment applies to all classifications expect for Care Team Assistants, who received an adjustment in the last agreement and are***

*currently highest paid for their classification in Atlantic Canada and Paramedics who were matched to EMC paramedics (see details on paramedic wages in the settlement details).*

**3. Step Adjustments Applying to all classifications except Paramedics**

October 31, 2024 – an additional step will be added to the top of scale of the pay grade of all classifications in the bargaining unit at a value of 2.5%

October 31, 2025 – an additional step will be added to the top of scale of the pay grade of all classifications in the bargaining unit at a value of 2.5%

*Note; these top step adjustments will apply at the times noted above for all members who have one or more years service at their current top step. Those with less service will receive these increases once their service carries them past the current top step for their classifications.*

**4. Leading In Atlantic Canada Adjustments Applying to all classifications**

April 1, 2024 – up to 2.5% If your classification is not leading in Atlantic Canada as of November 1, 2024

April 1, 2025 – up to 2.5% if your classification is not leading in Atlantic Canada as of November 1, 2024.

*For an explanation on how this process works, please refer to the details section of this package.*

*Note; those classifications with no match in Atlantic Canada will still have access to these two adjustments. Those eligibility for these classifications will be determined based on whether their wages are creating recruitment and retention challenges (see Clause 4 of the Wage Adjustment MOA in the details section of this package).*

**In total, those members who qualify will receive increases of up to 18.87% over two years.**

**Other Significant Improvements**

**Article 14 Hours of work – Convert all 70-hour employees to 75 hours**

The Employer agrees to convert 70-hour schedule to 75 hours schedules and update the language of the collective agreement as required.

## **Market Adjustments**

**The market adjusts for eight classifications will be rolled into their base rate of pay effective November 1, 2023, prior to the application of the 3% economic increase.**

Those classifications are; Sex Offender Psychologist Master, Perfusionist, Team Lead Perfusionist, Team Leader Perfusionist, Cardiac Sonographer, Vascular Diagnostic Technologist, Dental Assistant, Certified Prosthetics / Orthotics Clinician

## **Paramedics**

**Paramedics will be matched to the EMC rates of pay.**

## **New Preceptor Premium for Regulated Professions and Perfusionists**

**Perfusionists and those employees in regulated professions who are designated as a preceptor will receive a premium of \$1.50 per hour for each hour worked as a preceptor.**

The Council and the Employers agreed to a committee to review the roles, expectations and responsibilities of employees who are not in regulated health professions to determine how support is currently provided for new grads and students and those who may require educational assistance. The Committee will report to the Employers and the Council by October 31, 2025.

## **Shift and Weekend Premiums**

**Increased to \$3.50 effective date of ratification and \$4 effective November 1, 2024.**

## **Rest Interval After Callback**

The Employer shall provide at least **eight (8)** hours, up from the six hours previously provided, between the time an Employee completes a period of callback and the commencement of the Employee's next scheduled shift.

## **Posting of Shift Schedules**

If the Employer changes the shift schedule within **seventy-two (72)** hours of the shift, the Employee(s) affected shall be entitled to overtime compensation for that shift. This is increased from the previous requirement that the schedule be posted within 48 hours of the shift.

## **Employee Safety and Security Measures (New Language)**

The Council and Employer agreed on important new language related to employee safety.

## **Multi-Site Posting**

The parties agreed to new language on multi-site postings which restricts the practice to those who applied for the positions and provides a compensation framework. Please note, this is different than re-assignment language.

There are numerous other important improvements. Please refer to the details documents attached for all changes.

## **What Happens Now?**

The Health Care Bargaining Council is made up of more than 9,000 members in more than 180 classifications. The Council consists of members from NSGEU, CUPE and Unifor at Nova Scotia Health and the IWK.

Each Union has now provided details of the agreements to its members and is conducting town hall discussions in which they can explain the tentative deal and answer any questions. Town hall discussions will begin Wednesday. Voting for Local 8920 will begin on Thursday Sept 5 at 10am for Local 8920 members and will end on Sept 12 at 4pm. All Unions will conduct electronic balloting.

The details on how to vote and how to attend the town hall discussions will be emailed to members from Local 8920. If you have not received an email, please contact Alan Linkletter at the Local 8920 office in New Glasgow.

Should the members vote to accept the deal, the Unions will work quickly to prepare a revised agreement for signing. If the deal is rejected, the Unions will conduct a strike vote and conclude its essential services agreements.

# **RATIFICATION DOCUMENT**

## **Nova Scotia Council of Health Care Unions**

**September 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.**

**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.

## ARTICLE 2 – RECOGNITION

### 2.07 Diversity

The Employer and each Constituent Union recognize the values of diversity, equity and inclusion in the workplace and agree to the principle of, and are committed to, establishing a workplace that is inclusive, and diverse **and reflective of the different communities, cultures, and peoples of Nova Scotia**. In order to help achieve these goals, the parties agree to establish a Diversity, Equity, and Inclusion, **Reconciliation and Accessibility (EDIRA)** Committee, composed of equal representatives from the Employer and all Constituent Unions, that will meet on an as needed basis, but no less than quarterly.

**It is agreed that the work of this Committee shall include developing appropriate, respectful, and meaningful land acknowledgement commitments that honor and celebrate the rich cultural heritage, traditions, and contributions of Indigenous Peoples, upon whose land we are privileged to live and work.**

## ARTICLE 10 – JOB POSTING

### 10.01 Job Posting

- (f) **The Employer and the Council of Unions are committed to diversifying the health care workforce, and agree that to fulfill this commitment, the Employer may unilaterally designate and fill up to five (5) job postings per fiscal year as only being eligible to: Indigenous peoples, Black / African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, women in roles in which they are under-represented, and persons of diverse sexual orientation and gender identity and/or expression.**

**The Employer will notify the relevant Constituent Unions when such a posting has been designated and filled.** The relevant Constituent Union and Employer may agree that **additional** job postings **be designated to members from the above noted employment equity groups.** ~~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.~~ The relevant Constituent Union shall agree or disagree with the Employer's request to designate **additional** job postings within ten working days of the Employer providing the relevant Constituent Union with the rationale and bargaining unit seniority list. **If the Constituent Union disagrees with designating a posting under this article, a written rationale shall be provided.**

Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 10.

### 10.02 Filling of Vacancies or Assignments

- (c) In the event that a vacancy arises in the same position/classification title, within the same work area(s) and/or service within a ~~three (3)~~ **four (4)** month period of the closing date of the competition, the Employer is not required to post the vacancy. The position may be filled through a prior or existing competition within the three (3) four (4) month period.



## **10.02 NEW (added)**

- (e) The Employer may offer permanent part-time work of less than 04 FTE to qualified employees on the Work Area Specific Casual List (WASCL) provided the new position is of the same classification as the Employee's current position, without posting in order of seniority first to permanent part time employees then casual employees.**

## **10.07 Placement in New Position (NEW)**

**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 Work Area Specific Casual List (WASCL); Offer overtime. In the event that the successful candidate is not able to be placed in the new position within this thirty (30) calendar da 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 (31st) 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 position or existing work area until the Employee is placed in the new position, unless the Employee requests otherwise and the such request is agreed by the Employer.**

## **ARTICLE 14 – HOURS OF WORK**

### **14.01 Hours of Work**

**The Employer agrees to convert 70-hour schedule to 75 hours schedules and update the language of the collective agreement as required. To facilitate the movement of employees to the new schedules and ensure appropriate notice to impacted employees, the parties will agree within thirty calendar days of ratification to the effective date of the schedule adjustment for employees from 70 hours to 75 hours.**

**Collective agreement language will be updated to reflect the change.**

#### **14.01 (d) ~~Allied Health Instructors~~ Educators**

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

#### **14.12 Consecutive Shifts**

- (a) The Employer will endeavour, where possible, to provide that no Employee is scheduled to work more than:**
  - (i) seven (7) consecutive seven and one-half (7-1/2) hour shifts in a two (2) week period; or**
  - (ii) six (6) consecutive nine and three-eighths (9-3/8) hour shifts in a two (2) week period; or**
  - (iii) five (5) consecutive eleven and one-quarter (11-1/4) hour shifts in a two (2) week period; or**
  - (iv) seven (7) consecutive 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.**

- (b) Subject to the limitations of Article 14.03, the Employer shall provide that no Employee is scheduled to work more than five (5) consecutive evening shifts or five (5) consecutive night shifts in a two (2) week period. This does not**

preclude shift arrangements requested by the Employee, in writing, acceptable to both the Employer and the Employee(s) in variance to the foregoing.

- (c) Unless mutually agreed otherwise, Employees shall not be required to work more than a total of sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first hour the Employee reports to work, except in emergency situations.
- (d) An Employee who works more than sixteen (16) hours as set out in Article 14.12 (c) shall be entitled to a rest interval of eight (8) hours before the commencement of their next shift. The rest interval shall not cause a loss of regular pay for the hours not worked on that shift. 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.

#### **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.

#### **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**

## ARTICLE 15 – OVERTIME

### 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 **requests, the Employer** will receive reimbursement in the amount of \$15.00 through the payroll system.

### 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 (2) 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.**

## ARTICLE 16 – STANDBY AND CALLBACK

### 16.01 Standby Compensation

- (a) ~~Employees who are required by the Employer to standby shall receive standby pay of sixteen dollars and twenty one cents (\$16.21) 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 twenty dollars (\$20.00) for each standby period of eight (8) hours or less.~~

- (b) ~~Employees who are required by the Employer to standby on a Holiday as listed in Article 18, shall receive standby pay of thirty two dollars and forty cents (\$32.40) 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) for each standby period of eight (8) hours or less.~~

#### **(c) NEW LANGUAGE)**

**The Employer will endeavor not to schedule Employees to standby for more than two (2) weekends, or partial weekends, in a rolling four (4) week period or for more than seven (7) consecutive calendar days.**

**Should the Employee be scheduled for stand by for three (3) or more weekends in a rolling four (4) week period, or partial weekends, or eight (8) or more consecutive calendar days, the Employee will receive 2X the stand by pay in (a), or (b) if the stand by occurs on a Holiday, for the standby periods on the eighth (8th) or more consecutive calendar days or on the third (3rd) or subsequent weekend in a rolling four (4) week period.**

**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 – STANDBY AND CALLBACK

### 16.06 Rest Interval After Callback

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

### 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.**

### 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) minutes per incident at the Employee's regular hourly rate.
- (c) **(NEW)**  
**If an Employee, while remote consulting, judges, in their clinical capacity, that they are required to return to the facility to perform their duties, the Employee with the approval of the Manager or designate, they will be compensated in accordance with Articles 16.04 and 16.05 above.**

## ARTICLE 17 – VACATIONS

### 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.**

### 17.20 Compensation for Cancellation of Approved Vacation (NEW)

**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 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
- (g) Labour Day
- (h) National Day of Truth and Reconciliation**
- ~~(h)~~ **(i)** Thanksgiving Day
- ~~(i)~~ **(j)** Remembrance Day
- ~~(j)~~ **(k)** Christmas Day
- ~~(k)~~ **(l)** Boxing Day
- ~~(l)~~ **(m)** One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a federal, provincial, or civic holiday in the area in which the Employee is employed, or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.

### 18.07 ~~Religious Day~~ **Holidays 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.

### 18.11 **Carryover of Banked Holiday Time**

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



## ARTICLE 19 - LEAVES

### 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 ½) 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, 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 bi-weekly or 80 hours by bi-weekly the entitlement shall be thirty-five (35) slash forty (40) consecutive hours paid leave even if this extends past the seven (7) calendar days ~~includes 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. 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.~~

**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 bereavement leave ~~death~~. **Deferred bereavement leave shall be taken within twelve (12) months of the date of the death.**

- (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 **sibling-in-law**, ~~brother-in-law or sister-in-law~~, where the relationship is current at the time of death.

#### **19.06 Pregnancy/End of Pregnancy Leave (NEW)**

- (n) Every Employee shall be entitled to leave, in accordance with the Labour Standards Code of Nova Scotia, for a pregnancy which ends prior to nineteen (19) weeks. The Employee may be eligible for sick leave, or the Employee may elect that such leave be paid by charging the time to the Employee's accumulated vacation or accumulated holiday banks. An Employee shall not be placed or advanced, as part of the Employer's attendance support program 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.

#### **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. (NSH Only — Existing in IWK)~~
- (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 (c) (i), (ii), or (iii).**

### **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 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.**
  - (iv) **The Employer will make every reasonable effort to protect the confidentiality of employees experiencing domestic violence.**
  - (v) **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 Leave for a Reservist (NEW)**

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

#### **19.22 Leave for Care of a Critically Ill Adult (NEW)**

**An Employee who has been employed by the Employer for a period of at least three (3) consecutive months is entitled to an unpaid leave of absence 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 Leave for Crime-related Death or Disappearance of a Child (new)**

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 Volunteer Firefighter and Ground Search and Rescue**

Subject to operational requirements, every consideration will be given to granting a leave of absence with pay to an Employee who is a registered member of a volunteer fire department or volunteer ground search and rescue organization and who is called out during work hours.

## **ARTICLE 31 – HEALTH AND SAFETY**

### **31.09 Employee Safety and Security Measures (NEW Language)**

- (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.**

### **31.10 Point of Care Risk Assessment (NEW Language)**

- (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.**

## ARTICLE 34 – PAY PROVISIONS

### 34.03 Rates 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 satisfactory 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 satisfactory 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. Any minimum experience requirement of the position to which they are hired will be deducted from recognized related experience for “year for year” rating.**

### 34.14 Shift Premium

For all hours worked, including overtime hours worked, on shifts where half or more of the hours are regularly scheduled between 6:00 p.m. and 6:00 a.m., Employees shall continue to receive the hourly shift premium rate they received prior to the effective date of this Agreement, subject to the following increases:

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

### 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 to three dollars and fifty cents (\$3.50) effective date of ratification;**
- (b) Increase to four dollars (\$4.00) effective November 1, 2024**

### 34.18 Wage Adjustment Market Adjustments

The market adjustments for the classifications listed below will be rolled into the base rate effective October 31, 2023.

Market adjustments to be rolled into the base:

Classification	Title	Market Adjustment Oct. 31, 2023
	Sex Offender Psychologist Masters	\$24,829
	Perfusionist	\$10,000
	Team Leader Perfusionist	\$10,000
	Cardiac Sonographer	\$ 9,600
	Vascular Diagnostic Technologist	\$ 6,220
	Dental Assistant	\$ 5,934
	Certified Prosthetics / Orthotics Clinician	\$ 5,000

### 34.21 Employee Retention Bonus (NEW LANGUAGE)

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%

### 34.22 Retiree Placement on the Increment Scale (NEW)

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 35 – REASSIGNMENT**

### **35.02 (i) Reassignment (NEW LANGUAGE)**

- (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.**



## ARTICLE 37 – CASUAL EMPLOYEES

### 37.08 Overtime (Casuals)

- (a) A Casual Employee shall be entitled to overtime compensation at one and one half (1 ½) times ~~her~~ their rate of pay when ~~she~~ they work in excess of the ~~scheduled workday or~~ bi-weekly hours for the classification.
- (b) Casual Employees who are scheduled for a shift of seven and a half (7.5) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.**
- (c) Casual Employees who are scheduled to work a shorter period than the fulltime shift will be entitled to overtime compensation after they have worked the equivalent of a full shift**

## ARTICLE 38 – LONG ASSIGNMENTS, SHORT ASSIGNMENTS, AND RELIEF ASSIGNMENTS

### 38.03 Work Area Specific Casual Lists

#### (f) Permanent Part-time Employees

- (i) A Permanent Part-time Employee may place her their name on the Work Area Specific Casual List of ~~her~~ their work area if ~~she~~ the Employee wishes to be offered casual work. Such Employee must indicate whether-~~she~~ they want to be offered short assignments and/or extra shifts and/or relief shift assignments.
- (ii) A Permanent Part-time Employee may request that ~~her~~ the Employee's **their** 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. The Employee must notify the Manager of the Employee's home unit.

#### (j) Off Site/ Unit Overtime Availability

**Once the Employer has exhausted the WASCAL list process, including the offering of overtime at the work area, and there remains work available, the Employer may offer such assignment to qualified employees outside of their home work area who have expressed interest in being assigned overtime work. Notwithstanding Article 15.09, overtime worked outside of the Employees home work area shall be taken in the form of pay.**

## MEMORANDUM OF AGREEMENTS

### 1) **Retiree Benefits MOA Retiree Benefits Cost Sharing Review for CUPE and UNIFOR (new)**

Whereas the cost sharing for retiree benefits for Unifor and CUPE has not been updated since implementation in 2012; And whereas this does not reflect the cost sharing for retiree benefits for other unions; Therefore, the parties agree to meet within 90 days of signing to review the current cost share model for the Retiree benefit plan to determine the costs associated with adjusting the cost sharing arrangement for retiree benefits.

### 2) **MOA 10 Permanent Resource Employee** (Note: this MOA has a title as it is an existing MOA)

**Council agrees to the amendment ~~inclusion~~ of the CUPE MOA on permanent resource employees as amended below:** The hourly rate of pay shall be based on the regular Employee rate as set out in Appendix 2 and the applicable (one only) supplement shall be paid as follows:

1. During the first six (6) months worked in the position – an additional \$0.50 per hour to the regular Employee rate;
2. Between six (6) months worked and twelve (12) months worked in the position – an additional \$0.75 per hour to the regular Employee rate;
3. Between twelve (12) months worked and twenty-four (24) months worked in the position – an additional \$1.00 per hour to the regular Employee rate;
4. After twenty-four (24) months worked in the position – an additional \$1.25 per hour to the regular Employee rate.

**Effective November 1, 2024, the supplement shall increase to \$3.50 per hour**

### **3) Letter of Commitment #XX Use of External Travel Agencies**

NS Health (NSH) and IWK Health (IWK) is committed to reduce and work towards eliminating the use of external travel agencies and will work with the Council of Health Care Unions to initially determine the current usage of external travel agencies within the NSH and IWK. If it is determined that there is a reliance on external travel agencies for certain classifications, the parties will explore whether the following options have been exhausted: • Recruitment efforts, job posting process to hire to the affected area have been followed multiple times and exhausted.

- WASCL processes and procedures have been followed to offer to part-time and Casual Employees.
- Overtime options have been offered to all applicable Employees.
- Seasonally to address staff shortage during peak vacation and holiday granting periods. Additionally, the parties will:
- Evaluate the results of the implementation of the 'Joint Working Committee related to Internal Travel Nurses' (MOA #XX between NSH and IWK and the Nova Scotia Council of Nurses Union) and determine if a similar concept could be adapted or implemented in the Health Care Bargaining Unit.

### **4) Delete MEMORANDUM OF AGREEMENT #14 LEGACY CARRY-OVER BANKS**

~~1. Notwithstanding Articles 17.08, 17.09 & 17.10, Employees who have, as of the date this Collective Agreement is finalized, carried over vacation banks (not including the twenty (20) days permitted to be accumulated pursuant to Article 17.09) ("Legacy Carry-over Banks") will retain their Legacy Carry-over Banks until April 1, 2024, after which any vacation from their Legacy Carry-over Banks that has not been used will be paid out. 2. For the purposes of this MOA, "Legacy Carry-Over Banks" includes all vacation credits earned but not taken under past terms and conditions of employment and Collective Agreements with any of the predecessor Employer~~

### **5) MOA (New) # 8888 Recent Retiree Recruitment (NEW)**

**The parties recognize the value in providing opportunities for recently (within the last 6 months) retired Employees to return to work.**

**The parties agree that where the Employer determines a need for a temporary part-time position of 0.4 FTE or less in a work area due to recruitment challenges or operational needs, the Employer may post a short**

or long assignment, in accordance with Article 10, indicating the opportunity is for recent retiree Employees.

A recent retiree Employee may also include a retired Employee who has returned to the Employer on a casual basis, post-retirement, within the last six (6) months. The assignment may be no less than one (1) month and no more than twelve (12) months in duration. If the position cannot be filled with a qualified recent retiree, the Employer may opt to repost without the restriction.

The Employer shall notify the relevant constituent Union of their intent to post a recent retiree position and whether or not the posting was filled.

**6) MOA QQQQQ Review Workplace Violence Policies and Procedures Letter of Commitment (new)**

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

Whereas Nova Scotia Health, the IWK, and Nova Scotia Council of Nursing Unions entered into a Letter of Commitment to review workplace policies and procedures, education, and infrastructure in the workplace. And

Whereas the parties agreed that this commitment to collaboration would be carried by Occupational Health Safety & Wellness Leadership and representation of the Unions on a mutually agreed scheduled, at no greater frequency than quarterly. And

Whereas the parties agreed to create 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. And

In recognition of common interest of all parties to promote the above goals and outcomes, the parties agree that the Nova Scotia Council of Health Care Unions will, upon approval of the Council of Nursing Unions, become a participant in this meeting process and will work collaboratively to address the commitments contained in the LOU.

In addition, the parties to this collective agreement, agree to meet to discuss educational options to support employees in the workplace including but not limited to Non-Violent Crisis Intervention.

7) **MOA # 4444 March 31 to Oct 31 conversion for employees**

**The effective dates for the general economic increases, premium increases, and classification adjustments will be moved from March 31st and April 1st for Public Health, Addiction Services, and Continuing Care Employees in the Western, Eastern, and Northern Zones to October 31st and November 1st to line up with effective dates for Employees in the Central Zone. This amendment will occur effective Nov 1,2024.**

8) **MEMORANDUM OF UNDERSTANDING #XXXX Peak Vacation Incentive (new)**

**Whereas the Nova Scotia Council of Nursing Unions, the Nova Scotia Health Authority, and the Izaak Walton Killam Health Centre have agreed to create and trial a process to address high demand vacation period through the use of a peak vacation incentive to defer vacation; The Parties agree as follows:**

**Within 180 calendar days of the end of the vacation period during which the peak vacation was implemented, the Parties will form a joint committee comprised of a representative of each Constituent Union and an equal number of Employer representatives to evaluate the impact of the peak vacation incentive to determine if a similar process could be trailed in the Health Care Bargaining Unit.**

9) **MEMORANDUM OF AGREEMENT #XX (New) Seasonal Part-Time Employee**

1. For the purposes of this MOA, Seasonal Part-Time Employee are **Employees** in positions that are created by the Employer to address ongoing staffing challenges, such as those that have seasonal changes in service delivery needs.
2. A Seasonal Part-time Employee shall be covered by the provisions of Article 39: Part-Time Employees, except as provided otherwise below.
3. A Seasonal Part-time Employee **will** compress a specified annual FTE into smaller portion of a year (for example, such Employee could work a 0.5 FTE compressed into full-time hours over a six (6) month period). During the remaining months (for example, the remaining six (6) months), the Employee would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer. These positions will be posted pursuant to Article 10 – Job Postings.

4. A Seasonal Part-time Employee shall be paid as a part-time FTE (for example, in the situation described in Item 3 above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours, and when not working during the remainder of the year (smoothing).
5. A Seasonal Part-time Employee shall be scheduled in accordance with the collective agreement. ~~Article 14: Hours of Work~~
6. Vacation shall only be utilized during the compressed work period described in Item 3 above.
7. A Seasonal Part-Time Employee position may be eliminated at the discretion of the Employer ~~upon sixty (60) days' notice to the Employee and relevant constituent Union. An The Employee will be entitled to all rights under Article 32, where applicable. and may elect to make their placement choice either when the notice is received or when they return to work. If they choose to make their choice when they return to work, their choice will be based on the vacancies and seniority list current at that time~~

#### 10) Internal Transfer Roster MOA #XX

Whereas the Nova Scotia Council of Nursing Unions, the Nova Scotia Health Authority, and the Izaak Walton Killam Health Centre have agreed to create and trial an internal transfer process that involves the placement of names on an internal transfer roster; And Whereas it is anticipated that the nursing transfer process and roster will be created and trialed during the term of this Collective Agreement; And

Whereas the Parties acknowledge that the process developed in Nursing may have limited applicability to the Health Care Bargaining Unit: The Parties agree as follows:

Within 180 calendar days of the implementation of the Nursing internal transfer process, the Parties will form a joint committee comprised of a representative of each Constituent Union and an equal number of Employer representatives to evaluate the internal transfer process and roster to determine if a similar process could be implemented in the Health Care Bargaining Unit.

#### 10) Education Barriers

WHEREAS the Parties are concerned that the ability of the Health Authorities to recruit employees for classifications may be affected by unnecessary barriers

created by the application of educational and certification standards for those classifications, the Parties agree as follows:

1. No later than January 31, 2025, the parties will form a committee made up of three representatives from the Health Authorities and three representatives of the constituent Unions of the Council to review possible barriers to the education and recruitment of employees for hard to fill classifications in the Health Care bargaining unit.
2. The committee will invite two representatives each from the Nova Scotia Department of Health and Wellness and post secondary educational institutions that offer educational programs for health professionals to join it. The committee may also seek input from employees in the Health Care bargaining unit and regulatory bodies for health professionals.
3. The committee will identify possible barriers, such as fees and preceptorships, to the successful completion of training programs by candidates.
4. The committee will develop recommendations for measures to mitigate the impact of barriers to the education and certification of employees in the health professions that it identifies.
5. The committee will make recommendations to the Nova Scotia Department of Advanced Education and the Nova Scotia Department of Health and Wellness aimed at eliminating these barriers and will support the implementation of these recommendations.

#### **10) PRECEPTOR PREMIUMS New MOA #**

The Parties recognize and acknowledge that every Employee has a responsibility to welcome new members to the workforce and to create a welcoming environment with guidance and support to enable the successful integration of the new team member.

Regulated health professionals and Perfusionist have additional professional accountabilities and responsibilities as outlined below, and by their regulatory bodies, to participate in specific preceptor duties.

Therefore, the parties are agreed as follows:

- (a) "Preceptor" for the purpose of this MOA shall mean an Employee in a regulated health profession or a Perfusionist who is assigned by the Employer 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) “Preceptee” shall mean:
- (i) a student who requires regulatory supervision to practice in a clinical setting while in an entry-level or specialty education program; or
  - (ii) an internationally trained Employee who is granted provisional licensure and requires supervision by a regulated health professional to complete their competency assessments; or
  - (iii) a new graduate, where the Employer determines that they require a Preceptor: or
  - (iv) employees in a new clinical practice area where the Employer determines that they require a Preceptor; or
  - (v) a new hire where the Employer determines that they require a Preceptor.

Employees will be informed in writing of their precepting assignment and their responsibilities in relation to the Preceptee(s) and will be provided with appropriate training as determined by the Employer.

- (c) 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 assigned to be Preceptor.
- (d) Employees who express interest in acting as a Preceptor will be placed on a Preceptor list. However, the Employer may assign any Employee when a Preceptor is required.
- (e) An Employee may request removal from Precepting for extenuating circumstances.
- (f) The Employer will provide paid Preceptor training to interested Employees. Those Employees who express an interest or assigned to act as a Preceptor shall be given first consideration for such training.
- (g) The Employer may permit an Employee to opt out of a preceptor assignment if it is determined that the relationship is not beneficial to both parties and alternative arrangements can be made.
- (h) Responsibilities of the Preceptor may include but are not limited to:

- (i) Collaborating with the academic leads, program leads, and educators in the assessment and evaluation of Preceptees.
  - (ii) Monitoring and reporting on the Preceptees learning goals and outcomes.
  - (iii) Fostering evidence informed practice.
  - (iv) Authorizing Preceptee actions in the practice setting after obtaining consent from patients.
  - (v) Assessing and mitigating clinical risk arising from Preceptee actions.
  - (vi) Participating as needed in the organization of learner activities for the Preceptee, ensuring adequate supervision by appropriate Employees if needed.
- (i) For greater clarity, interactions between Preceptees and other Employees in the work area outside an assigned Preceptor relationship are not considered precepting and will not entitle Employees to a precepting premium.
  - (j) An Employee designated as a Preceptor for one or more Preceptee will be paid a premium of \$1.50 for each hour worked as a Preceptor.

**11) MOA Responsibilities of Employees who are not in Regulated Health Professions (New)**

Whereas the parties recognize the important role of employees who are not in regulated health care classifications in assisting students, new grads and others who require assistance in obtaining valuable education and support to successfully work in health care classifications;

Therefore, the parties agree to create a committee comprised of equal representation from the Council and Employers to review the roles, responsibilities and expectations of employees who are not in regulated health professions to determine how support is currently provided to students, new grads and others who may require educational assistance.

The Committee will meet within 30 days of the date of signing of this collective agreement to commence its review and will discuss how these are the same as or different from the responsibilities of a regulated health professional and will discuss options to recognize this contribution. The Committee will provide recommendations to the Employer/Council not later than October 31, 2025.

- 12) **Memorandum of Agreement #19 This Memorandum of Agreement applies to employees transferring between positions within NSHA and between NSHA and IWK.**

#### **An 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:

#### **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)

### **13) Multi-Work Area/Multi- Location Positions (NSH) MOA #XX**

In the event that the Employer introduces a Multi-work area and/or Multi-location position, the following parameters will apply.

- (a) Multi-work area and/or Multi-location positions will be posted in accordance with Article 10 or Article 38. Multi-work area positions may be within the same location or encompass additional locations. The position will comprise a maximum of three (3) work areas and/or locations.

The combination of work areas and/or locations created in accordance with this MOA must be organized within the same service. For the purpose of this MOA, "same service" refers to an established division within a healthcare organization that serves an identified patient population or provides an identified service.

The work areas and/or locations will be identified in the job posting.

- (b) Multi-work area and/or Multi-location positions in the Halifax Regional Municipality will be within a driving distance of fifty (50) kilometers and for all other positions, within a driving distance of seventy-five (75) kilometers.

- (c) Only Employees who apply for or seek placement, displacement, or recall to a Multi-work area and/or Multi-location position can be assigned to work in such a position on a permanent basis or in a long or short assignment.

- (d) When posting a Multi-work area and/or Multi-location position, the Employer shall designate the work area/location where the Employee will spend the majority of their work time, or if work is evenly divided, the Employer will designate a work area/location, as the Employee's home site for the logistical purposes of:

- Request, approval, and scheduling of all time off requests including vacation and holidays.
- Displacement, layoff, and recall.
- Request and approval of all leaves.
- Determining constituent union and entitlements that are specific to a constituent union (e.g. sick leave and retiree benefits)

- (e) Employees who have a Multi-work area and/or Multi-location position are required to report to work at the commencement of the scheduled shift in the work area and/or location unless otherwise directed by their manager or designate.

Notwithstanding MOA # 26, travel for employees in a Multi-work area position that includes additional locations shall be reimbursed as follows:

- I. Notwithstanding iv) below Employees shall not be compensated for travel for any shifts worked in the home site.
  - I. II. When Employees are scheduled at a location identified in the Multi-work area and/or Multi-location position other than the home site, Employees shall be reimbursed for travel between the home site and the location of any additional work locations included in the position at the kilometrage rate specified in the Employer's travel policy Article 28.
  - II. III. Employees shall be reimbursed for parking expenses incurred for any locations that are part of the position except the home site in accordance with the Employer's travel policy Article 28
  - III. IV. Employees are expected to report to work as scheduled in the work area/location and there is no compensation for time spent travelling to or from work at the beginning or end of the scheduled shift between the locations. However, time spent traveling between work areas and/or locations that occurs during the scheduled shift will be considered time worked and compensated accordingly.
- (f) For hours worked in a Multi-location position, Employees shall receive an hourly premium of one dollar and twenty-five cents (\$1.25) for all hours worked in the position at locations other than the home site.

## APPENDIX'S

### 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).

#### PH20.20 Leave for Personal /Family Preventive Care

Employees shall be allowed paid leave of absence up to three (3) days per annum, in order to engage in personal preventive medical and dental care **or for the preventative medical or dental care for the Employee's immediate family**. Such leave will be debited against sick leave credits.

### 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 **iv) to attend to the medical or dental care of their immediate family members**. The Employer may require verification of the condition claimed. This provision is not applicable to a Casual Employee.

## **Appendix 2222 Provisions of Meal and Rest Periods based on Hours of Work**

### **Clarification of shift length and meal and rest breaks earned**

**Term of the agreement is 2 years Nov 1, 2023 - October 31, 2025**

### **Economic Adjustments**

The following general wage increases shall be implemented for all Employees during the term of this collective agreement:

- i. Increase of 3% to all pay rates on November 1, 2023
- ii. Increase of 2% to all pay rates on November 1, 2024

### **Special Acute Health Sector Adjustment**

Effective April 1, 2024, a 2.5% special adjustment to general wages shall be implemented for all classifications excluding Paramedics (see below) and CTAs.

### **Step Adjustments**

Effective October 31, 2024, an additional step will be added to the top of scale of the pay grade of all classifications in the bargaining unit, the step will be 2.5% excluding Paramedics (see below)

Effective October 31, 2025, an additional step will be added to the top of scale of the pay grade of all classifications in the bargaining unit, the step will be 2.5% excluding Paramedics (see below)

### **CTA Memorandums**

The parties agree to adjust the expired rates for CTAs, and other impacted classifications, in the pay tables to reflect classification adjustments agreed to effective February 10, 2022.

As indicated above, CTAs, and any other impacted classifications in the CTA Memorandum are not eligible for the April 1, 2024, Special Acute Health Sector Adjustment.

## **Paramedics – Match to EMC**

The offer indicated below is in full resolution of the wage issues in relation to paramedic classifications.

For greater clarity, the Paramedic classifications below are inclusive of the general economic increases and the Paramedic classifications are not eligible for any other wage adjustment or additional steps contemplated herein or consideration for additional wage adjustments in the MOA Wage Adjustments.

### **Wage Adjustment MOA**

WHEREAS The Health Authorities are experiencing significant difficulties recruiting and retaining people in classifications that are critical to the delivery of health services;

AND WHEREAS the wages of classifications in the Health Care bargaining unit may be lagging among equivalent classifications in the publicly funded acute care health sector in Atlantic Canada;

AND WHEREAS the parties also recognize that the Health Authorities provide services to patients from across Atlantic Canada;

AND WHEREAS the parties have agreed to address these difficulties through a program of wage adjustments, based on publicly funded acute care health sector Atlantic Canada comparability between equivalent classifications to be implemented during collective agreement;

THEREFORE, the parties agree as follows:

1. No later than 30 days following the ratification of the collective agreement, three representatives of The Council and three representatives of The Health Authorities will meet to begin the wage adjustment process by:
  - (a) Identifying the classifications that will be subject to review and wage adjustments. For the purpose of reviewing classifications, wages reviewed will be top of scale regular hourly wage excluding any long service increments, premiums, or other special amounts (the “wage”) across the publicly funded acute care health sector of Nova Scotia and Atlantic Canada in effect on April 1, 2024, as assessed with information available up to November 1, 2024.
  - (b) Identifying the “wage” levels of equivalent classifications in the publicly funded acute care health sector in Atlantic Canada. For the purposes of this



MOA, “equivalent classification”, means Identifying a proper comparator classification based on the job responsibilities and duties recognizing not all similarly titled classifications perform identical work, and not all job titles match precisely to one another and giving consideration to the role's accountability/scope, and the duties, skills, experience, responsibilities, knowledge and education required to perform the job, to determine if there is a close job match in publicly funded acute care health sector in Atlantic Canada.

2. The parties agree to use the Atlantic Canada wage rates at top of scale (excluding any long service increments, premiums, or other special amounts) among equivalent classifications in the publicly funded acute care health sector in Atlantic Canada on April 1, 2024, as assessed with information available up to November 1, 2024 to determine eligibility for a wage adjustment. If it is determined that a classification is eligible for a wage adjustment, the following options are available:
  - (a) Up to a 2.5% wage adjustment in an effort to move the identified classification up to but not surpassing the leading wage rate in Atlantic Canada in the publicly funded acute care health sector to be implemented November 1, 2024, after the general economic increase.
  - (b) If, after implementation of the wage adjustment in a. above, the classification is not up to the leading wage rate in Atlantic Canada in the publicly funded acute care health sector, a second wage adjustment, up to 2.5% effective April 1, 2025, to move the classification towards but not surpassing the leading wage in the classification in the publicly funded acute care health sector in Atlantic Canada.
3. Any classification in the Health Authority:
  - (a) directly linked to classifications who received a wage adjustment pursuant to paragraphs 2 and 3 (e.g. Team Lead of classifications compared) excluding “in training” positions; or
  - (b) where the exclusive requirement of the classification is to hold the designation of a classification in paragraphs 2 and 3 (for example: Anesthesia Assistant); will receive the same pay adjustment as the classification they are linked to or hold the same designation.
4. If there are classifications that are experiencing recruitment and retention difficulties related to the wage rate in the classification, such as perfusionists and anesthesia technicians, that have no equivalent classification in the publicly funded acute care health sector in Atlantic Canada, these classifications will receive wage

adjustments up to the same amounts and on the same dates as set out in paragraphs 2 above.

5. The parties agree to conclude the process described above within 90 days of the Collective Agreement being signed. The parties may agree to seek the assistance of a Mediator.
6. If the parties are unable to reach agreement within 90 days of signing the Collective Agreement, the matter will be referred to a mutually agreed upon three-person Arbitration Panel with a neutral chair, a union nominee, and an employer nominee. If the parties are unable to agree to a neutral chair, the appointment shall be made by the Minister of Labour, Skills, and Immigration. The parties may agree to proceed with a Single Arbitrator
7. Once appointed, the Arbitrator/Arbitration Panel will have 30 days to conclude their work inclusive of rendering a decision on each classification before them. The Adjudication Panel will resolve the following disputes under this MOA:
  - (a) which classifications are subject to review under 1(a);
  - (b) the appropriate matched classification;
  - (c) identifying the wage level of the matched classifications in the publicly funded acute care health sector in Atlantic Canada under 1(b);
  - (d) which classifications under 1(b) are determined to be lagging among matched classifications in the publicly funded acute care health sector Atlantic Canada; and

The Arbitration Panel will:

- require disclosure by each party to the other of all relevant information on the classification at least 10 days before submissions to the Panel are due;
- resolve the matter through a process of paper submissions of evidence and argument, with limited oral argument by each party and without witnesses;
- resolve the dispute based on the principles identified in this MOA;
- resolve the dispute in an expedited matter without lengthy written decision.

The parties will each pay the costs of their own committee nominee, and evenly split the cost of the neutral chair.

8. If the application of this Memorandum of Agreement in any way conflicts with any term of the collective agreement, this Memorandum of Agreement will prevail over the term of the collective agreement.



NSH Paramedics

<b>Advanced Care Paramedic - moved from HTH417</b>			
<b>HTH517</b>	<b>Expired</b>	<b>1-Nov-23</b>	<b>1-Nov-24</b>
Step 1	\$31.5203	\$37.1200	\$38.4200
Step 2	\$32.4869	\$38.2600	\$39.6100
Step 3	\$33.9578	\$40.0000	\$41.4000
Step 4	\$35.5024	\$41.8100	\$43.2800
Step 5	\$36.5742	\$43.0700	\$44.5800
25 year	\$37.8542	\$44.5775	\$46.1403

<b>Critical Care Paramedic</b>			
<b>HTH327</b>	<b>Expired</b>	<b>1-Nov-23</b>	<b>1-Nov-24</b>
Step 1	\$43.5086	\$49.0113	\$49.9915
25 year	\$45.0313	\$50.7267	\$51.7412

<b>Primary Care Paramedic</b>			
<b>HTH610</b>	<b>Expired</b>	<b>1-Nov-23</b>	<b>1-Nov-24</b>
Step 1	\$26.3826	\$31.0700	\$32.1600
Step 2	\$27.1075	\$31.9300	\$33.0500
Step 3	\$28.0426	\$33.0200	\$34.1800
Step 4	\$28.7255	\$33.8300	\$35.0200
Step 5	\$29.5871	\$34.8500	\$36.0700
25 year	\$30.6227	\$36.0698	\$37.3325

<b>Paramedic Educator ACP</b>			
HTH726	Expired	1-Nov-23	1-Nov-24
Step 1	\$32.3166	\$38.0578	\$39.3906
Step 2	\$35.4048	\$41.6964	\$43.1677
Step 3	\$36.6448	\$43.1651	\$44.6759
Step 4	\$37.9496	\$44.6920	\$46.2633
Step 5	\$39.2326	\$46.2005	\$47.8203
25 year	\$40.6057	\$47.8175	\$49.4940

<b>Provincial Educator CCP - moved from HTH137</b>			
HTH937	Expired	1-Nov-23	1-Nov-24
Step 1	\$35.7924	\$42.1511	\$43.6272
Step 2	\$37.2171	\$43.8308	\$45.3773
Step 3	\$40.1928	\$47.3444	\$49.0015
Step 4	\$41.7461	\$49.1630	\$50.8915
Step 5	\$43.4286	\$51.1418	\$52.9348
Step 6	\$45.2411	\$53.2762	\$55.1440
Step 7	\$47.0531	\$55.4100	\$57.3526
25 year	\$48.6998	\$57.3494	\$59.3599

<b>Paramedic Educator CCP - moved from HTH133</b>			
HTH233	Expired	1-Nov-23	1-Nov-24
Step 1	\$40.6880	\$47.9164	\$49.5945
Step 2	\$42.1369	\$49.6249	\$51.3759
Step 3	\$43.5617	\$51.3127	\$53.1087
Step 4	\$44.9624	\$52.9507	\$54.8124
25 year	\$46.5359	\$54.8040	\$56.7308

APPENDIX 2222 Proration of Meal and Rest periods Based on Hours of Work

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

75 hr Biweekly			
Shift Length	Paid Hours	Unpaid Meal Break (Minutes)	Paid Rest Periods (Minutes)
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