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**NSGEU Local 20
Hearing & Speech Nova Scotia**

Tentative Agreement Document

January 15, 2024

RECOMMENDING ACCEPTANCE

NSGEU

Nova Scotia Government and General
Employees Union 255 John Savage Avenue

Dartmouth, NS B3B 0J3

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nsgeu.ca

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.06 “Seniority” is the length of continuous employment from the date of hire in a bargaining unit position with the Employer. Employees with breaks in employment of less than ~~thirty (30)~~ **sixty (60)** calendar days shall be considered as having continuous seniority from their first date of hire in a bargaining unit position or, where the employee has a break in employment greater than ~~thirty (30)~~ **sixty (60)** days, from their first date of hire following such break in employment in excess of thirty days.

1.15 Gender Neutrality

- **Amend as follows, and throughout agreement replace all personal pronouns with “they/them/their”**

~~Unless any provision of this Agreement otherwise specifies, words importing the masculine gender shall include females and vice versa and words importing the singular shall include the plural and vice versa.~~ **The Union and the Employer support the right to gender expression: therefore, the provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article. Wherever the singular or plural is used in this Agreement, the same will be constructed as meaning the plural or singular if the context requires, unless otherwise specifically stated.**

ARTICLE 2 – RECOGNITION

NEW 2.06 Inclusion

The Employer and the 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 representative of the people of Nova Scotia. In order to help achieve these goals, the parties agree to add the issues of diversity, equity and inclusion in the workplace as a standing item to the meetings of the Labour-Management Relations Committee pursuant to Article 27.

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ARTICLE 9 – APPOINTMENT

9.01 Probationary Employees

Probationary employees shall serve a probationary period of six (6) working months. For purposes of this Article, “Working month” shall mean calendar months in which the employee is present at the workplace for at least seventy-five per cent (75%) of their normal scheduled hours. Employment may be confirmed or terminated at any time during this period. The probationary period may be extended for up to a further six (6) Working months at the sole discretion of the Employer with ten (10) days notice of such extension being given to the probationary employee **and the Union** prior to the end of the initial six (6) Working month period.

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ARTICLE 10 - JOB POSTING

- 10.01 (a) Where the Employer determines that a regular or temporary bargaining unit vacancy exists or a new bargaining unit position is created, and the Employer determines that the position is to be filled, a notice shall be posted or delivered to employees, **which will include the positions home base site and if travel is required.** All postings shall be identified by a competition number. The notice shall be posted for a period of eight (8) working days, and applications must be received within the eight (8) working days of the posting period. During the posting period and until the vacancy is filled, the Employer may temporarily fill the job.

NEW 10.06 Designated Positions

The 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. The Union shall agree or disagree with the Employer's request to designate job postings within ten (10) working days of the Employer providing the Union with the rationale and bargaining unit seniority list. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with the remainder of Article 10.

ARTICLE 13 - TIME OFF FOR UNION BUSINESS

13.07 ~~Leave of Absence~~ — ~~Full Time President~~ Union Executive Positions

Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted, subject to operational requirements, in accordance with the following provisions:

- a. An employee who declares their intention to offer for any of the listed positions shall notify the Employer as soon as possible after declaring.**
- b. Subject to operational requirements, an employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months. No more than one (1) employee shall be granted such leave at one time.**
- c. All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.**
- d. The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.**
- e. 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 in a position mutually agreed upon by the employee and the Employer.**
- f. Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.**
- g. A leave of absence for a second and subsequent consecutive terms shall be granted in accordance with the above.**

ARTICLE 17 – PAID HOLIDAYS

17.01

Add:

Truth and Reconciliation Day (Sept 30)

17.02

Where any of the above holidays falls on a full-time employee's scheduled day off, the Employer shall designate another day (normally the day following the employee's scheduled day off) in lieu of the holiday (Replacement Holiday). In any case, the designated day in lieu of the holiday shall be taken at a mutually agreed time between the employee and the Employer within ***ninety (90) calendar days following the holiday, provided that the designated day in lieu has been agreed upon within*** thirty (30) calendar days following the holiday.

NEW 17.07 Alternative Holiday Observance

The Employer recognizes that there may be employees who observe religious holidays other than those listed in Article 17.01. Employees who observe other religious holidays may choose to request two other days off as observances in lieu of one half day on Christmas Eve Day and Easter Monday. An employee who chooses to seek other observances in lieu would be required to disclose that fact in advance and would submit in writing of their preference to exercise this option for the upcoming year before February 15 of each year and the Employer will respond in writing by March 15 indicating whether the request is granted. Such employees would not be entitled to compensation in accordance with Article 17.05 for work on the two listed Christian holidays.

ARTICLE 18 - SPECIAL LEAVE*

18.02 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 her scheduled work day. The Employee shall also be granted seven (7) calendar days' leave of absence effective midnight following the death and shall be paid for all days the Employee is scheduled to work during that seven (7) calendar day period. In any event, the Employee shall be entitled to thirty-five (35) consecutive hours paid leave (pro-rated for a Regular Part-Time Employee), 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, step-child or ward of the Employee, grandparent or grandchild of the Employee, step-mother, step-father, 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.**

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.

- (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 his or her 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 her appropriate bank.**

18.05 Leave for Family Illness, Personal Medical Dental Preventative Care

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of ~~thirty five (35)~~ **seventy (70)** hours per annum (prorated 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; provided that the employee has made every reasonable effort to schedule such care on scheduled days off or, where this is not possible, to schedule the care so as to minimize the amount of absent time required. Employees shall advise their immediate supervisor as soon as they become aware of their need for personal medical, or dental care for a shift the employee is scheduled to work. The employee must provide a minimum of seventy-two (72) hours notice in order to be eligible for this leave except where the appointment is offered to the employee on short notice in which case as much notice as possible shall be provided, or
- (b) attend to an illness or an accident affecting a member of the employee's immediate family (~~i.e. spouse, son, daughter or parent~~ **as defined in Article 18.02**), or a relative residing in the employee's household or with who the employee resides.

18.12 Leave for Storms or Hazardous Conditions

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an employee finds it necessary to seek permission to leave prior to the end of the regular shift must be:
 - (i) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor; or
 - (ii) charged to the employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.

NEW (b)

- (b) **Notwithstanding (a) where an employee requests permission to work from home because of a storm or hazardous conditions arising from a storm, the Employer may, where operational requirements permit, grant the employee the option to work from home for up to seven (7) hours annually to be taken in not more than 2 occasions of 3.5 hours. This will be pro-rated for part-time employees according to full-time equivalency. To qualify for this option, employees must submit a daily work plan to be approved by management for the time working from home. This option is not available to employees to make up time as per 18.12 (a) (i).**

Renumbering:

- (c) Notwithstanding 18.12 (a) reasonable lateness beyond the beginning of an employee's regular shift starting time shall not be subject to the provisions of Article 18.12 (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 her work station at the scheduled time.
- (d) No discrimination is to be practised in the administration of this Article resulting from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, car pools, etc.

18.17 Staff Meetings and In-Services

- (a) When employee(s) are required by the Employer to attend staff meetings, clinical forum or are approved to attend external non-clinical meetings during normal working hours, they shall suffer no loss of regular pay. Where the meeting extends over the lunch period and lunch is not provided, employees ~~who have traveled more than five (5) kilometers from their home base site~~ may claim the Employer's per diem meal allowance. All employees in attendance may reschedule their lunch period for that day. Prior approval from the Employer is required for payment of the per diem travel and meal allowance for all meetings which are not called by the Employer.
- (b) When employee(s) are required by the Employer to attend staff meetings, clinical forum or are approved to attend external non-clinical meetings outside of normal working hours they shall be compensated with time off on an hour for hour basis for such time spent in attendance. It is the obligation of the employee to request such time off within one calendar month of the date it was accrued. In the event that the employee and the Employer cannot mutually agree to schedule such time off within one calendar month of the date the time was accrued, the Employer shall pay out the unused time. Where a meal is not provided, employees ~~who have traveled more than five (5) kilometers from their home base site~~ may claim the Employer's per diem meal allowance. Prior approval from the Employer is required for payment of the per diem travel and meal allowance for all meetings which are not called by the Employer.

ARTICLE 29 - PAY PROVISIONS

29.01 Rates of Pay

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

- i. Increase of 1.5% to all pay rates on April 1, 2021**
- ii. Increase of 1.5% to all pay rates on April 1, 2022;**
- iii. Increase of 3.0% to all pay rates on April 1, 2023;**
- iv. Increase of 0.5% to all pay rates on March 31, 2024;**

29.02

(b) Prior Service

Regular employees who, ~~on the effective date of this agreement:~~

- (i) are not being paid at the final step of their classification salary scale, and
- (ii) worked for the Employer as a regular employee prior to a break in employment of greater than thirty (30) calendar days shall be given credit for each twelve (12) months of Service prior to such break in employment for salary increment purposes only and shall, effective the signing date of this agreement, be placed at the appropriate increment step taking into account such additional service.

ARTICLE 31 – ~~INTIMATE PARTNER~~ **DOMESTIC** VIOLENCE

31.01 The Employer shall provide and the Union shall support a workplace policy on preventing and addressing ~~intimate partner~~ **domestic** violence. This policy shall be made accessible to all employees. **The terms of Domestic Violence Leave shall be in accordance with the provisions of Labour Standards Code.**

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ARTICLE 33 - TERM OF AGREEMENT

33.01 Duration and Renewal

This Agreement shall be in effect for a term beginning **April 1, 2021 to March 31, 2024** and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party within sixty (60) days preceding the date of expiry of the Agreement.

33.02 Effective Date of Agreement

The provisions of Appendix "A", including overtime shall be paid retroactive to **April 1, 2021**. Unless otherwise stipulated in this Agreement, all other provisions of this Agreement shall be effective from the date of signing.

APPENDIX "B" – REGIONS

Add: Eskasoni Health Centre to the North Eastern Region

Add: Bayer's Road to Halifax Regional Municipality