2022

NAPE
Newfoundland and Labrador Association of Public and Private Employees

HSS Tentative Agreement

PUBLIC SECTOR RATIFICATION VOTE

HOSPITAL SUPPORT STAFF

Change of Name of Bargaining Unit - HSS

The name of the bargaining unit shall be changed from Hospital Support Staff to **Health Services Staff** bargaining Unit.

Upon signing the collective agreement, the parties will explore the processes and procedures to change the name.

Temporary Employee Commitment - HSS

Employees accepting temporary positions will not be able to accept other temporary positions until two (2) months prior to the end date specified in their initial letter of appointment to the temporary position unless the employee is accepting a position:

a) with a higher rate of pay; or
b) with an increased number of bi-weekly hours; or
c) without a scheduled night shift; or
d) greater than 50 km distance from current work site; or
e) with a longer end date than their current position.

Article 18 – Overtime

18:08 (d) In cases where an employee is required to work on call-back beyond 0200 hours or **1400 hours** and has not had a sufficient rest period, the employee shall be entitled up to an eight (8) hour rest period before commencing their regular scheduled shift without loss of pay or seniority.

Article 21 – Vacations

21.05 (a) Employees in the department, in consultation with their supervisor, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to a rotation plan as set out in 21.05(b).

(NEW) (b) (i) Employees will have the option to present two periods of vacation request for the following fiscal year as set out in this Article.

(ii) The initial placing of employees in the rotation plan will be in accordance with seniority; thereafter, the rotation will proceed without regard to seniority.

Employees who wish to participate will have the option to make their first vacation period selection of up to 50% of their annual entitlement as per Article 21.01. This period shall be taken in consecutive working days.

(iii) After each employee has had the opportunity to make their initial selection, each employee will have the option to make their second vacation period selection up to the balance of their annual entitlement as per Article 21.01, and shall be taken in consecutive working days.

(iv) All requests made pursuant to 21.01(b)(ii) and (iii) must be submitted to the Employer no later than January 15th.

(v) Any annual leave approved by the Employer, shall be posted by the first Monday of each March.

(vi) Where an employee has not utilized their annual entitlement as per Article 21.01 during the initial or secondary selection process or has vacation leave carried forward from previous years, the employee may request vacation as per Article 21:15 or a period mutually agreed between the employee and the Employer.

(vii) Subject to operational requirements, the period available for the selection of vacation dates will be the entire fiscal year.

(viii) As of the date the approved leave has been posted per Article 21.05(v), the employee(s) at the top of each selection list will rotate to the bottom of the selection order.

(ix) Where an employee is approved leave under this Article and subsequently accepts a position in another department. It is the responsibility of the employee to confirm whether their leave can be approved in the new department prior to accepting the position.

(x) Where an employee accepts a position in a new department, they will be added to the bottom of the selection rotation in their new department as of their date of transfer.

(xi) Newly hired employees will be added to the bottom of the selection rotation for their department effective their date of hire. Where a temporary full time employee has been approved for annual leave under this Article, and the temporary full time position ends before the annual leave occurs, the annual leave will be subject to their new manager's approval.

(xii) Article 21.05(b) shall only apply to permanent employees and temporary employees in posted positions pursuant to Article 15.03(b)(i) unless otherwise permitted by the Employer.

Article 22 - Sick Leave

22.13 Sick Leave for Temporary Employees

(c) Post discharge, temporary employees, who are unable to return to work and are under the medical care of a physician as a direct result of the medical condition for which the employee was hospitalized, shall be entitled to access accumulated sick leave benefits for any shifts he/she would have been recalled to a maximum of ~~ninety~~ **one hundred fifty (150) hours.**

Article 24 – Payment of Wages and Allowances (NEW)

Effective date of signing of the collective agreement, where an LPN is designated to be in-charge by the Employer, and is assigned in-charge duties, he/she shall be compensated an additional one dollar ($1.00) for each hour he/she is assigned in-charge provided they work five (5) hours of the shift. The Employer will determine what in-charge duties will be assigned.

Pilot Project – Article 15

The parties agree that the following pilot project will be implemented between NAPE HS and three Regional Health Authorities ("the Employer") within 3 Regional Health Authorities ("the employer") namely Eastern Health, Central Health and Labrador Grenfell Health. The effective date of the pilot projects will be the effective date of the collective agreement.

The parties agree that the following clauses shall be used, on a without prejudice and without precedent basis, to determine the interpretation and application of Articles 15.04, 15.13 and any other relevant Articles of the NAPE HS Collective Agreement between NAPE and the Employers as it relates to the issue of start dates for HS employees whom are appointed and work in posted HS positions:

An employee offered a position shall immediately advise the Employer of his/her decision to accept the appointment, unless exceptional circumstances exist.

The start date for the appointment shall not exceed sixty (60) days from the date the employee accepts the position. If, for operational reasons, the start date exceeds sixty (60) days, the employee shall be paid, upon successful completion of the trial period, the applicable rate of pay **and any lost hours incurred** for the position effective after the sixty (60) day period.

If an employee accepts a position but subsequently accepts another position the employer will go back to the original competition file and the selection process will be restarted. In that respect, as it relates to the

subsequent employee, the sixty (60) day time period will commence from the date the employee accepts the position.

The parties agree that when an employee indicates that he/she is preparing qualifications in accordance in clause 15.06 of the NAPE HS Collective Agreement or when accommodation needs are identified requiring a job match, the sixty (60) day time period outlined above shall be extended.

This pilot project shall be in effect for **one year from date of signing**. One month prior to the expiry of the pilot project the parties agree to meet to discuss the effect of this interpretation and application of Articles 15.04, 15.13 and any other relevant Articles of the HS Agreement

This pilot project is subject to Clause 15.14 of the NAPE HS Collective Agreement.

The parties agree that this document does not in any manner reflect nor represent either of the parties interpretation of the relevant Articles of the HS Agreement and that upon conclusion of this Agreement, it is agreed by the parties that this Agreement shall not be used by either party to suggest same.

LOU – Joint Committee on 24/7 availability for Temporary Call Ins (NEW)

The parties agree to establish a committee comprised of an equal number of representatives of the Union and the Employer to discuss concerns regarding the requirement of Temporary Call In employees to be available 24 hours 7 days a week, 365 days per year. The committee will explore an alternate model of temporary recall that does not limit availability to 24/7. The Committee shall be established within sixty (60) days of signing of the Collective Agreement and make recommendations to the parties for consideration and approval within a further ninety (90) days.