



COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF MANAGEMENT
OF THE COVE GUEST HOME
Sydney, NS**

-And-

NOVA SCOTIA NURSES' UNION

November 1, 2012 - October 31, 2014

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.00 Purpose of the Agreement.....	1
ARTICLE 2 - RECOGNITION	1
2.00 Exclusive Bargaining Agent.....	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
3.00 Management Rights.....	1
3.01 Contracting Out.....	2
ARTICLE 4 - DEFINITIONS	2
4.00 Registered Nurse.....	2
4.01 Temporary License and Transitional License.....	2
4.02 Nurse.....	2
4.03 Union.....	2
4.04 Local Union.....	2
4.05 Union Management Consultation Committee.....	2
4.06 Employer.....	2
4.07 Status.....	2
4.08 Regular Nurse.....	2
4.09 Full-Time Nurse.....	3
4.10 Part-Time Nurse.....	3
4.11 Casual Nurse.....	3
4.12 Regular Position.....	3
4.13 Temporary Position.....	3
4.14 Promotion.....	4
4.15 Service.....	4
4.16 Probationary Period.....	4
4.17 Reassignment.....	5
4.18 Discharge.....	5
4.19 Lay Off.....	5
4.20 Suspension.....	5
4.21 Immediate Family.....	5
4.22 Spouse.....	5
4.23 Regular Hour(s) Paid.....	5
4.24 Pension Plan.....	5
ARTICLE 5 - UNION REPRESENTATION AND UNION LEAVES	6
5.00 Union Notification of Designated Representatives.....	6
5.01 Collective Agreement Administration.....	6
5.02 Assistance of NSNU Representative.....	6
5.03 Notice of Participants.....	6
5.04 Leave for Union Negotiations.....	6
5.05 Provincial Negotiating Committee.....	7
5.06 Reproduction of the Collective Agreement.....	7
5.07 Union Leaves Annual / Provincial Meetings.....	7
5.08 Union Leaves of Union Board of Directors, or Provincial Committee.....	7
5.09 Service / Seniority during Union Leave.....	8
5.10 Pay Continuation and Reimbursement.....	8

5.11	Leave of Absence for the Full-Time President.....	8
5.12	Acquaint Newly Hired Nurses.....	9
5.13	Union Orientation.....	9
5.14	Bulletin Boards.....	9
ARTICLE 6 -	UNION DUES AND UNION SECURITY	9
6.00	Union Membership.....	9
6.01	Union Dues Deductions	9
6.03	Notification to the Union	10
ARTICLE 7 -	HOURS OF WORK.....	10
7.00	Standard Hours of Work	10
7.01	Meal and Rest Breaks	10
7.02	Nursing Coverage	11
7.03	Call Back.....	11
7.04	Assignment of Shifts.....	11
7.05	Schedule or Shift Changes.....	11
7.06	Days Off	12
7.07	Consecutive Days	12
7.08	Weekends.....	12
7.09	Guaranteed Work	12
7.10	Shift Change Overtime	13
7.11	Overtime Worked	13
7.12	Meal Allowance on Overtime	13
7.13	Lieu Time.....	13
7.14	Overtime Pay	13
7.15	Hourly Pay Rate.....	13
7.16	Semi-Annual Time Change.....	13
ARTICLE 8 -	SALARIES, INCREMENTS, PREMIUMS.....	14
8.00	Salary / Education Premium Rates.....	14
8.01	Recognition of Previous Experience	14
8.03	New Classification	15
8.04	RN Facility Responsibility Pay	15
8.05	Shift Premium	15
8.06	Weekend Premium.....	16
8.07	Pay Practices	16
8.08	Pay Day	16
8.09	Vacation Pay.....	16
8.10	Payroll Errors	16
8.11	Uniform Allowance	16
8.12	Retroactivity	17
ARTICLE 9 -	LEAVE OF ABSENCES	17
9.00	Leave of Absence Without Pay	17
9.01	Plan Participation during Leave Period	17
9.02	Nurses Working During Leave of Absence.....	17
9.03	Return to Work from Leave of Absence.....	18
9.04	Bereavement Leave.....	18
9.05	Compassionate Care Leave	19
9.06	Court Leave	20
9.07	Public Office Leave.....	20

9.08	Leave of Absence for Education.....	21
9.09	Leave for Storm Or Hazardous Conditions.....	21
ARTICLE 10 - VACATIONS & HOLIDAYS.....		22
10.00	Regular Hours Paid	22
10.01	Annual Vacation Accrual Entitlements	22
10.02	Vacations Scheduling.....	22
10.03	Annual Vacation Pay	23
10.04	Annual Vacation Cut Off Date.....	23
10.05	Carry Over of Annual Paid Vacation Leave	23
10.06	Vacation Substitution	23
10.07	Vacation Cancellations.....	23
10.08	Holidays.....	24
10.09	Entitlement to Paid Holiday Leave Credits	24
10.10	Scheduling Holidays	24
10.11	Call-in on a Holiday.....	24
10.12	Holiday Premium Pay.....	24
10.13	Rescheduled Holiday	25
10.14	Holiday and Sick Leave Pay	25
10.15	Holiday Defined	25
ARTICLE 11 - SENIORITY, LAY OFF, RECALL.....		25
11.00	Seniority	25
11.01	Application of Seniority.....	26
11.02	Seniority Lists	26
11.03	Loss of Seniority And Employment	26
11.04	Loss of Seniority	27
12.01	Selection of Applicants for Vacant Positions	29
12.02	Trial Period.....	30
12.04	Union Notification of Attrition.....	30
12.05	Staffing Patterns Maintained	30
ARTICLE 13 - PREGNANCY, PARENTAL and ADOPTION LEAVE.....		31
13.00	Pregnancy/Birth Leave	31
13.01	Pregnancy Leave Notice	31
13.02	Pregnancy Leave - Employer Requirement	32
13.03	Pregnancy Sick Leave	32
13.04	Pregnancy/Birth Allowance.....	32
13.05	Parental and Adoption Leave	33
13.06	Parental and Adoption Leave Allowance	34
13.07	Pregnancy/Birth and Parental and Adoption Leave Deferral.....	35
13.08	Return to Work.....	35
13.09	Service and Seniority Continuation	36
13.10	Group Benefit Plan Continuation.....	36
13.11	Special Leave - Birth	36
13.12	Special Leave - Adopted Child	36
13.13	Bridging of Service.....	36
ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE		37
14.00	Grievance Defined	37
14.01	Working Days Defined	37

14.02	Grievance Procedure	37
14.03	Termination of Employment.....	38
14.04	Policy or Group Grievance	38
14.05	Employer Grievance.....	38
14.06	Arbitration - Single Arbitrator	38
14.07	Selection of Single Arbitrator	38
14.08	Clarification of the Decision.....	39
14.09	Arbitration Fees.....	39
14.10	Arbitration - Termination.....	39
14.11	Potential Reinstatement	39
14.12	Witnesses.....	39
14.13	Pre Hearing Disclosure	40
14.14	Time Limits	40
14.15	Time Limit - Extension.....	40
ARTICLE 15	- STAFF DEVELOPMENT.....	40
15.00	Letter of Appointment.....	40
15.01	Position Descriptions	40
15.02	Required Education.....	41
15.03	Voluntary Continuous Learning.....	41
15.04	Orientation Period.....	41
15.05	Posting Pertinent Information	41
15.06	Technological Change.....	41
ARTICLE 16	- HEALTH AND SAFETY	42
16.00	Occupational Health and Safety	42
16.01	Promotion of Health & Safety and Prevention of Accidents	42
16.02	Participation in Joint Occupational Health and Safety Committee	42
16.03	Required Medical Tests.....	42
16.04	Injury on Duty - WCB.....	43
16.05	Sick Leave while waiting for Workers' Compensation Benefits.....	43
16.06	WCB and Return to Work.....	43
ARTICLE 17	- WORKLOAD	44
17.01	Staffing	44
ARTICLE - 18	DISCRIMINATION.....	44
18.00	Prohibition Of Discrimination.....	44
ARTICLE 19	- PENSION, GROUP BENEFITS AND ALLOWANCES	44
19.00	Retirement Allowance.....	45
19.01	Pension Plan Benefits	45
19.02	Group Benefit Plans	45
19.03	Retiree Recruitment Incentive	45
19.04	Registered Nurse Retention Bonus	45
ARTICLE 20	- SICK LEAVE	46
20.00	Sick Leave Benefits.....	46
20.01	Sick Leave Pay.....	46
20.02	Sick Leave Accrual	46
20.03	Maximum Accumulation.....	46
20.05	Union Representation	46

20.06 Sick Leave for Medical / Dental / Family: Emergency	47
20.07 Return to Work from Sick Leave	47
20.08 Confidentiality Of Health Information	48
20.09 Payment For Certificates And Examinations	48
ARTICLE 21 - PORTABILITY OF BENEFITS	48
21.00 Nurse Mobility	49
21.01 Canadian Nurse Portability	49
ARTICLE 22 - TERMINATION OF EMPLOYMENT	49
22.00 Notice of Resignation	49
22.01 Payment Entitlements upon Discharge	49
22.02 Termination and Discharge	50
ARTICLE 23 - DISCIPLINARY MEASURES	50
23.00 Disciplinary Measures	50
23.01 Disciplinary Records	50
ARTICLE 24 - ALCOHOL AND DRUG DEPENDENCY	51
24.00 Coordinated Programs	51
24.01 Random Testing	51
ARTICLE 25 - PERFORMANCE REVIEWS AND EMPLOYEE FILES	51
25.00 Performance Appraisal	51
25.01 Evidence from File	51
25.02 Access to Personnel File	51
ARTICLE 26 - WEEKEND NURSE	52
26.00 Acute Care Provisions	52
ARTICLE 27 - LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT	52
27.00 Application of Addendums	52
27.01 Appendix of Addendums	52
ARTICLE 28 - UNION MANAGEMENT CONSULTATION COMMITTEE	52
28.00 Union Management Committee	52
28.01 Frequency of Meetings	52
28.02 Jurisdiction of Committee	52
28.03 No Loss of Pay	53
ARTICLE 29 - TERM OF AGREEMENT	54
29.00 Effective and Expiry Dates	54
APPENDIX	58
***EDUCATION PREMIUMS	58
***EDUCATION PREMIUMS – GROUP A	58
CANADIAN NURSE ASSOCIATION CERTIFICATION PREMIUM – GROUP B	
.....	59
***NURSING PRACTICE AND NURSING LEADERSHIP PREMIUMS – GROUP	
C.....	59
NURSING PRACTICE PREMIUM – GROUP C	60
NURSING LEADERSHIP PREMIUM – GROUP C	61
APPENDIX	64
LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT	64
 APPENDIX “A” – PAY SCALES	 54
APPENDIX “B” – EDUCATION PREMIUMS	55
APPENDIX “C” – LETTERS OF AGREEMENT AND MEMEMORANDA OF	

AGREEMENT	61
APPENDIX “D – CLINICAL CAPACITY REPORT	

ARTICLE 1 - PREAMBLE

1.00 Purpose of the Agreement

Whereas it is the desire of the Union, Local Union and the Employer:

- (a) to maintain and improve the harmonious relationship between the Employer and the Union; and
- (b) to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions and employment services; and
- (c) to set forth certain terms and conditions of employment; and
- (d) to maintain professional standards; and
- (e) to encourage efficiency in operation consistent with a holistic approach to care; and
- (f) to promote morale, well-being and security of Nurses; and
- (g) to ensure uninterrupted service to the Employer;

therefore the Parties agree as follows:

ARTICLE 2 - RECOGNITION

2.00 Exclusive Bargaining Agent

The Employer recognizes the Nova Scotia Nurses' Union as the bargaining agent for all Registered Nurses and Graduate Nurses employed by the Employer, except the Director of Resident Care, the Assistant Director of Resident Care, the Director of Staff Education/ Quality Manager and any other position excluded under the *Trade Union Act*.

ARTICLE 3 - MANAGEMENT RIGHTS

3.00 Management Rights

The Employer reserves and retains, solely and exclusively, all rights to manage the business including the right to direct the work force and to make reasonable rules provided that such rights are exercised in accordance with the terms and conditions of this Collective Agreement.

3.01 **Contracting Out**

No Nurses shall be laid off or have regular hours reduced as a result of the Employer contracting out work, except during emergency situations.

ARTICLE 4 - DEFINITIONS

4.00 **“Registered Nurse”**

means a Nurse who is currently registered with the College of Registered Nurses of Nova Scotia and is employed at the Cove Guest Home as a Registered Nurse.

4.01 **“Temporary License and Transitional License”**

means a Nurse who holds a "temporary license" as that term is defined under the *Registered Nurses Act* S.N. S. 2006, c, 21 and Regulations made thereunder, , shall be paid at the rate of RN 1, until such time as the individual obtains an active practising license, when she or he will move to the appropriate classification for the position (RN 2, RN 3, etc.). The Anniversary Date will be the original date of employment as a Nurse with a "temporary license". A Nurse who holds a "transitional license" will be placed at the appropriate level on the increment scale for the appropriate classification for the position (RN 2, RN 3, etc.).

4.02 **“Nurse”**

means an employee included in the Bargaining Unit described in Article 2.00.

4.03 **“Union”**

means the Nova Scotia Nurses' Union.

4.04 **“Local Union”**

means the Cove Local of the Nova Scotia Nurses' Union.

4.05 **“Union Management Consultation Committee”**

means the Committee established in Article 28 of the Collective Agreement.

4.06 **“Employer”**

means The Cove Guest Home

4.07 **“Status”**

means an individual Nurse's job defined as a percentage of full-time hours as set out in the appointment letter referred to in Article 15.00.

4.08 **“Regular Nurse”**

means a Nurse who occupies a permanent Part-Time or Full-Time position as an employee of the Employer,

4.09 **“Full-Time Nurse”**

means a Nurse who is hired to a position on a regular or temporary basis to work the work period described in Article 7.00 of this Agreement.

4.10 **“Part-Time Nurse”**

means a Nurse hired to a position to work on a regular or temporary basis that is less than the work period of a Full-Time Nurse.

4.11 **“Casual Nurse”**

means one who works on a day-to-day basis as required. The benefits of this Agreement do not apply to Casual Nurses except that they receive the current rate applicable in Appendix "A".

4.12 **“Regular Position”** means an individual Nurse’s job defined as a percentage of full-time hours as set out in the appointment letter of Article 15.

4.13 **“Temporary Position”**

- (i) is a position that the Employer has determined will be in excess of eight (8) consecutive work weeks but which is not a Regular Position. A Temporary Position may be either a new position for the designated period or a temporary vacancy of a Regular Position.
- (ii) A Nurse filling a Temporary Position shall accumulate the vacation, holiday and sick leave benefits of the Agreement on a pro rata basis to regular hours paid which shall include the straight time hourly equivalent of overtime hours worked to a maximum of the entitlement for a Regular Position. All other provisions are applicable to the Nurse in a Temporary Position unless specified otherwise.
- (iii) A Nurse filling a Temporary Position shall be entitled to participate in the Benefit Plans in accordance with the terms of eligibility of the respective Plans.
- (iv) Where the Temporary vacancy is for a period of eight (8) consecutive work weeks or more, the Employer shall post the position pursuant to **Article 12** and shall indicate on the posting the expected duration of the Temporary Position. The Temporary Position may be extended, shortened or terminated at the Employer’s discretion.
- (v) In the event that a Temporary Position is to be extended from the original duration, the Nurse filling the position will be given the option of remaining for the extended period or returning to her previous position or casual status, where applicable, and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions

shall be returned to their former position or casual status, where applicable, and salary, without loss of Seniority.

- (vi) A Regular Nurse in a Temporary Position is a Regular Nurse. Upon the termination of a Temporary Position, a Regular Nurse filling a Temporary Position shall return to the Regular Nurse's previous position, or if it has been discontinued, to an equivalent position.

4.14 "Promotion"

means a permanent appointment to a different classification with a higher pay scale as set out in Appendix "A" of this Agreement, or as may be created throughout the term of this Agreement.

4.15 "Service"

- (a) means a continuous employment relationship, commencing on first shift worked in any position with the Employer, subject to the provisions of Article 21 (PORTABILITY).
- (b) A Casual Nurse who becomes a Regular Nurse on or after shall have time worked in any position with the Employer commencing on the first shift worked in the most recent employment relationship with the Employer, converted to service, subject to the provisions of Article 21.00 (PORTABILITY), for the purpose of vacation accumulation only on the basis of 2080 hours equaling one (1) year of service.

4.16 "Probationary Period"

means that period for newly hired Regular or Casual Nurses up to 720 hours worked.

- (a) Employment may be confirmed or terminated at any time during this period. Operational requirements permitting, the Employer shall conduct an appraisal of the Nurse while on a probationary period at approximately the midpoint of the probationary period and at the completion of the period. This probationary period may be extended by mutual agreement between the Employer and a Union representative of the Union Management Consultation Committee
- (b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary Nurse shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- (c) Any Nurse who resigns after completing her probationary period but who is rehired by the same Employer within six (6) months of her resignation shall be required to serve a probationary period of up to 360 hours worked. This probationary period may be extended by mutual agreement between the

Employer and a Union Representative of the Union Management Consultation Committee.

4.17 **“Reassignment”**

means when a Nurse is temporarily assigned to another area. Nurses shall only be assigned for the purpose of efficient Cove operation and the proper care of residents. Alleged misuse of reassignments may be dealt with in accordance with the grievance procedure.

4.18 **“Discharge”**

means a termination of employment other than a lay off or suspension.

4.19 **“Lay Off”**

means a temporary or indefinite termination of employment including a reduction in the hours of employment, for lack of work, and "laid off" has a corresponding meaning.

4.20 **“Suspension”**

means a temporary interruption of employment, other than a lay off at the direction of the Employer, and "suspend" and "suspended" have corresponding meanings.

4.21 **“Immediate Family”**

includes the Nurse's spouse (common law); child (step child); parent (step parent); sibling (step-sibling); grandchild (*step-grandchild*); grandparent; father-in-law, mother-in-law; son-in-law, daughter-in-law, legal guardian and **the legal ward of the Nurse**. The “in law”, **legal** 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 the benefit is claimed.

4.22 **“Spouse”**

means a legal marriage partner or a live-in partner who has been identified in writing by the Nurse to the Employer as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, but subject to the eligibility provisions of the respective Benefit Plans.

4.23 **“Regular Hour(s) Paid”**

means hours paid by the Employer including paid vacations hours, paid holidays hours, paid sick leaves hours, and any other paid leaves hours for which an employee is compensated by the Employer, but excludes hours paid by a third party (WCB, EI, etc.).

4.24 **“Pension Plan”**

means the Nova Scotia Association of Health Organizations Pension

Plan(NSHEPP) or successor defined benefits pension plan.

- 4.25 For the purpose of this Agreement, the female shall be deemed to include the male and the singular deemed to include the plural and vice versa.

ARTICLE 5 - UNION REPRESENTATION AND UNION LEAVES

5.00 Union Notification of Designated Representatives

The Union shall provide the Employer with a list of the Nurses designated as representatives of the Union which will include members of the Nova Scotia Nurses' Union Board of Directors or Standing Committees (if applicable), the members of the Local Executive, and shop stewards. The list will include the title of the Union position, the general role of the designation and the duration of the appointment.

5.01 Collective Agreement Administration

The Employer recognizes the right of the Local Union to elect representatives who shall be responsible for the day to day administration of the Collective Agreement. A Nurse who is so designated by the Local Union shall be allowed a reasonable amount of time, without loss of regular pay or benefits, to attend meetings with the Employer during normal working hours to assist in matters relating to the Agreement. Such a representative must request and obtain permission from the Nurse's immediate management supervisor prior to leaving and report to the supervisor immediately upon return. Such permission shall not be unreasonably withheld.

5.02 Assistance of NSNU Representative

The Local Union may have the assistance of a representative from the Union in all meetings relating to labour relations between the Union and the Employer. These meetings will not be unreasonably delayed if a representative from the Union is required by the Local Union. The Union agrees that Union activities not provided for in this Agreement will not take place during working hours or on the premises of the Employer, without the consent of the Employer.

5.03 Notice of Participants

In any meeting between the Employer and representatives of the Bargaining Unit, where either Party will have persons from outside the Bargaining Unit or Employer in attendance, advance notice will be provided.

5.04 Leave for Union Negotiations

Up to three representatives designated by the Union shall not suffer loss of pay as a result of involvement in direct negotiations between the Employer and the Union.

5.05 Provincial Negotiating Committee

In the event that a Nurse is a member of the Provincial Negotiating Committee ("PNC"), the Employer will make every reasonable effort to accommodate time off for the Nurse to participate in Union caucus meetings and direct negotiations with any multiple employer group bargaining table, subject to operational requirements. At the request of the Nova Scotia Nurses' Union, the Employer will maintain pay at the regular rates and benefit coverage for a member of the PNC and the Employer will invoice the Nova Scotia Nurses' Union for all such costs, unless a cost sharing arrangement is agreed to by the Employer(s) and the Union.

5.06 Reproduction of the Collective Agreement

The Employer and the Union agree to share equally in the cost of reproducing the Collective Agreement. The number of copies and format(s) to be produced shall be agreed upon between the Nova Scotia Nurses' Union and the Employer.

5.07 Union Leaves Annual / Provincial Meetings

Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request, the Employer shall grant leaves of absence without pay for one (1) Nurse chosen to represent the Nurses' Union at the Annual and/or Provincial Meetings. Additional Nurses may request an unpaid leave of absence to attend the Annual and/or Provincial Meetings of the Union, and such request shall be granted subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request. **The Employer will make every reasonable effort not to cancel Union Leave once it has been approved.**

5.08 Union Leaves of Union Board of Directors, or Provincial Committee

Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given reasonable advance notice of the request, the Employer shall grant leaves of absence without pay for a member of the Nova Scotia Nurses' Union Board of Directors, or Provincial Committee to attend such Board or Committee meetings. **The Employer will make every reasonable effort not to cancel Union Leave once it has been approved.**

5.09 Service / Seniority during Union Leave

Periods during which a Nurse is on a leave of absence for Union business shall be deemed to be time worked and paid for the purpose of Service, Seniority and accumulation of benefits.

5.10 Pay Continuation and Reimbursement

At the request of the Nova Scotia Nurses' Union, the Employer will maintain pay at the regular rates and benefit coverage for those Nurses who have been granted Leaves of Absence without pay for Union business and the Employer will invoice the Nova Scotia Nurses' Union, the Nurse's regular rate of pay plus the Employer's portion of the benefits within sixty (60) days of the completion of the leave of absence. The Nova Scotia Nurses' Union shall pay the invoice within thirty (30) days of receipt of the invoice.

5.11 Leave of Absence for the Full-Time President

Leave of absence for the Full-Time President of the Union shall be granted in accordance with the following:

- (a) Upon reasonable notice, a Nurse elected or appointed as President of the Union shall be given a leave of absence without pay for the term(s) she or he is to serve, commencement and termination dates, as determined by the Union.
- (b) All benefits of the Nurse shall continue in effect while the Nurse is serving as President, and, for such purposes, the Nurse shall be deemed to be in the employ of the Employer and Service and Seniority will continue to accrue. The Union will provide the Employer with an accounting of benefit use such as paid sick leave, vacation and holiday pay on basis to be agreed upon by the Employer and the Union. The Employer will adjust the records of the Nurse accordingly.
- (c) The gross salary of the President shall be determined by the Union and paid to the President by the Employer on a bi-weekly basis, and the amount of this gross salary shall be reimbursed to the Employer by the Union on a basis to be agreed upon by the Employer and the Union.
- (d) The Union shall reimburse the Employer its share of contributions for E.I. premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the Nurse during the period of leave of absence.
- (e) Upon expiration of her or his term of office, the Nurse shall be reinstated in

the position and status the Nurse held immediately prior to the commencement of leave, or if the position no longer exists, to another equivalent position and status.

5.12 Acquaint Newly Hired Nurses

The Employer agrees to provide newly hired Nurses with a copy of the Agreement and acquaint them with the conditions of employment set out in the Articles concerning dues deductions and Union representation.

5.13 Union Orientation

During orientation of newly hired Nurses, the Employer will allow up to thirty (30) minutes for a representative of the Local Union to speak with the newly hired Nurses.

5.14 Bulletin Boards

The Employer shall provide the Union and the Local Union with bulletin board space for the exclusive posting of notices by the Union pertaining to Union elections, appointments, meeting dates, news items, social and recreational affairs.

5.15 “Mutual Agreements”

No Nurse shall be required or permitted to make any written or verbal agreement with the Employer, its representatives or immediate management supervisors, which is contrary to the terms of this Collective Agreement. This will not prevent a Nurse from making a temporary arrangement with the Employer, its representatives or immediate supervisors, when such an arrangement does not affect other Nurses in the Bargaining Unit.

ARTICLE 6 - UNION DUES AND UNION SECURITY

6.00 Union Membership

It shall be a condition of employment for all Nurses in the Bargaining Unit, currently employed by the Employer and all new Nurses in the Bargaining Unit employed by the Employer that they take out and maintain membership in the Union.

6.01 Union Dues Deductions

It shall be a condition of employment for all Nurses in the Bargaining Unit that dues be deducted from their bi-weekly salary in the amount determined by the Union. The deductions for newly employed Nurses shall be in the first pay period of employment. The dues shall be submitted monthly to the Union together with a list of the Nurses from whom the deductions were made.

- 6.02 The Union shall advise the Employer in writing of the amount of dues payable.
- 6.03 The Union agrees to inform the Employer four (4) weeks in advance of the date of any change in the amount of Union dues. The Union agrees to bear the cost of implementing a change in the method of calculating union dues, if the Union should change from either a fixed deduction amount or a percentage of salary.
- 6.04 The Employer agrees to deduct dues in arrears when requested in writing by the Union to do so, and the Union agrees to make refund to a Nurse concerned when there is an over deduction of dues.
- 6.05 The Union shall indemnify and save the Employer harmless from any liability arising out of deductions made in accordance with Article 6.01 herein.
- 6.06 The Employer may deduct the annual professional registration dues payable by a Nurse from the salary of the Nurse on written request by the Nurse. It is the responsibility of Nurses to provide the Employer with the required information regarding licensing in a timely manner
- 6.07 **Notification to the Union**

The Employer shall endeavour to advise a representative of the Local Union of all appointments, leaves of absence, resignations, and retirements.

ARTICLE 7 - HOURS OF WORK

7.00 Standard Hours of Work

The daily hours of work shall be in eight (8) hour shifts. Each shift will be inclusive of one-half (½) hour paid meal period and inclusive of two paid fifteen (15) minute coffee breaks at a time and place designated by Employer. A Nurse who works a four (4) hour shift shall receive two (2) paid fifteen (15) minute coffee breaks which may be taken in a combined break of thirty (30) minutes.

7.01 Meal and Rest Breaks

- (a) The Employer shall make every reasonable effort as follows:
 - i) to organize the work assignment on a shift in such a way as to allow

each Nurse to have designated meal and rest break(s) at regular intervals during the shifts.

- ii) to ensure that no Nurse will work longer than five (5) consecutive hours without a break, unless mutually agreed between the Nurse and the Employer.
- (b) Nurses shall be permitted to combine meal and/or rest break(s) where operationally possible.
- (c) Operational requirements may require that Nurses remain on the nursing unit or within the facility for their designated meal and rest break(s).
- (d) Where operational requirements prevent a Nurse from having an uninterrupted meal or rest break(s) and it is not possible to reschedule the missed break(s) or a portion of the break(s) during the remainder of the shift, the Nurse shall be compensated for the portion of the missed meal period or rest period, at a rate of one and one-half times (1.5x) the Nurse's hourly rate for the period of the rest and meal break(s) missed.
- (e) Where it is known to the Employer that an overtime assignment is to be in excess of four (4) hours, the Nurse who is required to work the overtime beyond her or his scheduled hours of work shall be granted a fifteen (15) minute paid break prior to the commencement of the overtime.

7.02 Nursing Coverage

Nurses agree to maintain nursing coverage for all units during the shift change subject to the overtime provisions of Article 7.11.

7.03 Call Back

When a Nurse is required to report back to work after leaving the premises of the Employer following completion of a shift, but before the commencement of her next shift, she shall be paid for the extra time worked at a minimum of four (4) hours pay at straight time rates or overtime in accordance with Article 7.11, whichever is greater.

7.04 Assignment of Shifts

The scheduling of Nurses shall be arranged equitably in terms of the assignment of Nurses to work weekends, holidays, and rotating shifts. This does not preclude a Nurse from being continuously assigned to an evening, night or weekend shift if it is agreeable to both the Nurse and the Employer.

7.05 Schedule or Shift Changes

The following shall apply to Schedule or Shift changes:

- (a) **The Employer shall make every reasonable effort not to change schedules once posted.** The Employer shall advise any Nurse of an intended change in the Nurse's schedule as soon as it is known by the Employer.
- (b) A minimum of twenty-four (24) hours notice in advance of a scheduled shift shall be given to the Nurse when the shift to be worked is changed. A change of shift occurs when both the scheduled start time and end time for a scheduled shift are changed or the calendar date of the shift is changed.
- (c) Except where the change is by mutual agreement between the Nurse and the Employer, if the schedule is changed by the Employer without the minimum twenty-four (24) hours notice prior to the start of the original shift, the Nurse shall be compensated at the overtime rate for each hour worked.
- (d) It shall be permissible for two Nurses to exchange their days off, or their shifts where mutually agreeable with consent of management and such consent will not be unreasonably withheld.
- (e) The requirement to work additional hours continuous to an assigned shift (whether before the shift or after the shift) is not a change of schedule and the Nurse shall be compensated for the additional hours in accordance with the overtime provisions set out in Article 7.11 of this Collective Agreement.

7.06 Days Off

Each Full Time Nurse shall receive at least four days off in each two week period, and these shall be given in no more than two segments.

7.07 Consecutive Days

Nurses shall not be required to work more than six (6) consecutive days between days off, unless mutually agreed upon otherwise.

7.08 Weekends

Each Nurse shall receive at least one weekend off in each three week period unless there is mutual agreement upon another arrangement between the Nurse and the Employer.

7.09 Guaranteed Work

Nurses who report for work as scheduled by the Employer will be guaranteed work for that shift.

7.10 Shift Change Overtime

Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift.

7.11 Overtime Worked

Where the Employer requires a Nurse to work overtime, the following shall apply:

- (a) Time worked in excess of the regular scheduled shift(s) shall be compensated at the rate of time and one half (1.5x).
- (b) A Nurse who works in excess of four (4) continuous hours overtime shall be compensated at a rate of two times (2x) the Nurse's regular rate for the overtime worked in excess of the first (1st) four (4) continuous hours of overtime.

7.12 Meal Allowance on Overtime

Nurses will be provided with a meal or a meal allowance in accordance with the Employer's policy.

7.13 Lieu Time

A Nurse may take time off in lieu of premium pay for overtime worked, if it is agreeable to the Nurse and the Employer. Lieu time shall be at the appropriate overtime rate for each hour of overtime worked. Lieu time shall be taken at a time mutually agreed between the Employer and the Nurse.

7.14 Overtime Pay

Overtime shall be paid within two pay periods of its occurrence.

7.15 Hourly Pay Rate

The hourly rate will be determined by dividing the annual rate by 2080.

7.16 Semi-Annual Time Change

The changing of daylight saving time to standard time, or vice versa, shall not result

in Nurses being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the Nurses completing their shift and those commencing their shift.

ARTICLE 8 - SALARIES, INCREMENTS, PREMIUMS

8.00 Salary / Education Premium Rates

- (a) Nurses shall be paid the salary rates outlined in Appendix "A".
- (b) Eligible Nurses shall be paid the applicable education premiums outlined in Appendix "B".

8.01(a) Recognition of Previous Experience

When a Nurse has produced proof or evidence of his/her previous satisfactory recent nursing experience, placement on the salary scale in Appendix "A" shall be in accordance with the following provisions. Recognition of previous experience will only be deemed as satisfactory and recent where the Nurse has not been away from active nursing for more than five (5) years. One year of satisfactory recent nursing experience for the purpose of initial placement of a Nurse on the salary scale shall be equivalent to 2080 Regular Hours Paid.

- (a) A Nurse with less than one (1) year of satisfactory recent nursing experience shall be placed at the start rate of the salary scale of Appendix "A".
- (b) A Nurse with a minimum of one (1) year of satisfactory recent nursing experience shall be placed at the one (1) year rate of the salary scale of Appendix "A".
- (c) A Nurse with a minimum of two (2) years of satisfactory recent nursing experience shall be placed at the two (2) year rate of the salary scale of Appendix "A".
- (d) A Nurse with a minimum of three (3) years of satisfactory recent nursing experience shall be placed at the three (3) year rate of the salary scale of Appendix "A".
- (e) A Nurse with a minimum of four (4) years of satisfactory recent nursing experience shall be placed at the four (4) year rate of the salary scale of Appendix "A".
- (f) A Nurse with a minimum of five (5) years of satisfactory recent nursing experience shall be placed at the five (5) year rate of the salary scale of

Appendix "A".

- (g) A Nurse with twenty-five (25) years or more of satisfactory recent nursing experience shall be placed at the twenty-five (25) year rate of the salary scale of Appendix "A".

8.02 **Movement on Increment Scale for Regular Nurses**

- (a) "Anniversary Date" – for the purposes of Article 8 for a Regular Nurse means the date of the first shift worked in a Regular Position.
- (b) On a year to year basis following the Anniversary Date the Nurse shall be advanced to the next level on the increment scale within the Nurse's classification as listed in Appendix "A".
- (c) The original Anniversary Date is portable pursuant to the provisions of Article 21.
- (d) When a Nurse is appointed to a position with a higher classification and pay scale, the original Anniversary Date does not change and the Nurse is placed at the level on the increment scale appropriate based on the Anniversary Date.
- (e) A Nurse must commence a new Anniversary Date if the Nurse assumes a new professional designation.

8.03 **New Classification**

Should a new position or new classification be created within the Bargaining Unit during the term of this Agreement, the Employer and the Union will decide the rate of pay. Nothing herein prevents the Employer from filling such positions and having Nurses working in such positions during such negotiations. The salary when determined will be retroactive to the date on which the successful candidate commenced work in that classification.

8.04 **Facility Responsibility Pay**

Subject to funding approval from the Department of Health, in the absence of management staff, the Employer may designate a **Nurse** to be responsible for the facility. If designated, the **Nurse** will receive a premium of one dollar (\$1.00) per hour for each hour worked with the designated responsibility.

8.05 **Shift Premium**

A shift differential premium of **one dollar and seventy-five cents (\$1.75)** per hour shall be paid to a Nurse for each hour worked between 19 00 hours and 07 00

hours. This premium shall increase to **one dollar and eighty-five cents (\$1.85)** per hour effective **October 31, 2014**.

8.06 Weekend Premium

A weekend premium of **one dollar and seventy-five cents (\$1.75)** per hour shall be paid to a Nurse for each hour worked between 00 01 Saturday and 07 00 Monday. This premium shall increase to **one dollar and eighty-five cents (\$1.85)** per hour effective **October 31, 2014**. The weekend premium shall be paid in addition to the shift differential premium.

8.07 Pay Practices

The Employer recognizes the importance of regularity in pay practices and to the greatest extent possible the Employer will not alter the payment routines. Nurses will be notified in writing by the Employer not less than sixty (60) days in advance of a change to the pay practices.

8.08 Pay Day

The Employer shall pay each Nurse every two (2) weeks. The amount shall be in accordance with the applicable hourly rate for the Nurse's classification and increment level listed in Appendix "A". Payment will include regular pay and will include any other income earned during the preceding pay period. Every effort will be made to supply requested information to a Nurse as to the amount paid on or before pay day.

8.09 Vacation Pay

A Nurse shall receive her vacation pay on the last office day preceding her vacation provided she gives three weeks written notice. The vacation pay will be issued on a separate cheque and shall cover the period that the Nurse is off.

8.10 Payroll Errors

In the event that an error made by the Employer results in a Nurse not receiving four (4) or more hours or wages earned in any one pay period, the Employer will endeavour to adjust the error and pay the wages within two (2) business days of the error having being identified.

8.11 Uniform Allowance

Every Nurse under the employ of The Cove shall receive a uniform allowance of twenty-five (\$25.00) dollars per annum.

8.12 Retroactivity

- (a) Retroactivity shall only apply to provisions of the salary adjustment in Appendix "A", annexed hereto. The Employer endeavours to compute and pay the salary adjustments for each Nurse as expeditiously as reasonably possible. Otherwise the provisions become effective on the date of signing the renewal Collective Agreement or as expressly stated in the Collective Agreement.
- (b) Nurses who have resigned shall have thirty (30) days after the signing of this agreement to apply in writing for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.

ARTICLE 9 - LEAVE OF ABSENCES

9.00 Leave of Absence without Pay

Subject to operational requirements, the Employer shall grant a leave of absence without pay for personal reasons. The request will not be unreasonably denied. A request by a Nurse for a leave of absence without pay for personal reasons in order to pursue alternate employment with another employer may be denied by the Employer or granted by the Employer at its sole discretion.

9.01 Plan Participation during Leave Period

- (a) Nurses shall be entitled, during the unpaid Leave of Absence, to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Benefit Plans, provided the Nurse pays both the Employer and Nurse portion (100%) of the cost of the participation in the Benefit Plans.
- (b) At the commencement of the unpaid Leave of Absence, Nurses who prior to the unpaid Leave of Absence, participated in a payroll deductions plan (i.e. Canada Savings Bonds), shall be responsible for making specific arrangements with the Employer for continued participation.

9.02 Nurses Working During Leave of Absence

- (a) A Regular Nurse may choose to work for the Employer while on a Leave of Absence. Whether a Regular Nurse on an approved Leave of Absence works any shifts at all for the Employer during such Leave of Absence will be entirely at the discretion of such Nurse. The granting of the Leave of Absence will not be dependent on the Nurse agreeing to work during the Leave of Absence.
- (b) When a Regular Nurse agrees to work while on an approved leave, the

Nurse maintains the status of a Regular Nurse on Leave. Any rights or protections he or she would have while on the leave are maintained.

- (c) When a Regular Nurse agrees to work while on an approved leave, the Nurse is treated as a Casual Nurse for the purpose of determining pay and benefits, excluding provisions for accumulation of Seniority and movement along the increment scale.

9.03 Return to Work from Leave of Absence

- (a) Before a Nurse may return to work from a leave granted under Article 9.00, she or he must provide a minimum of four (4) weeks written notice of the specific date of his or her return to work, or such shorter time as mutually agreed. This clause requiring four (4) weeks written notice, does not apply to other leaves granted by an express provision of this Collective Agreement with different requirements for written notice.
- (b) Upon return from an approved Unpaid Leave of Absence, a Nurse shall be reinstated to her or his former position and status unless the position has been discontinued, in which case the Nurse shall be appointed to an equivalent position and status. A Casual Nurse shall be returned to the Nurse's previous Casual Status.

9.04 Bereavement Leave

- (a) Immediate Family is defined in Article 4.21 here for convenience: includes the Nurse's spouse (common law); child (step child); parent (step parent); sibling (step-sibling); grandchild (step-grandchild); grandparent; father-in-law, mother-in-law; son-in-law, daughter-in-law and legal guardian **and the legal ward of the Nurse**. The "in law" **legal** 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.
- (b) If a death occurs in the immediate family of a Nurse when said Nurse is at work, then said Nurse shall be granted bereavement leave with pay for the remainder of his/her tour of duty for that day.
- (c) In the event of a death in the Nurse's Immediate Family, the Nurse shall be granted five (5) consecutive days leave of absence effective midnight following the death. The Nurse shall be paid for all shifts she or he would normally be scheduled to work during those five (5) days leave if the death had not occurred.
- (d) Up to two (2) consecutive days bereavement leave with pay shall be granted for the purpose of attending the funeral of a brother-in-law or sister-in-law, aunt or uncle, niece or nephew provided that such day is the Nurse's

normally scheduled working day.

- (e) If a Nurse is on vacation at the time of the bereavement leave, the Nurse shall be granted bereavement leave and be credited the appropriate number of days to her vacation credits.
- (f) A Nurse who would be on a leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.
- (g) A Nurse when for any reason other than bereavement leave would not be considered at work, if a death in the immediate family should occur, shall not be eligible for bereavement leave with pay.

9.05 Compassionate Care Leave

- (a) A Nurse who has been employed by the Employer for a period of at least three (3) months is entitled to an Unpaid Leave of Absence of up to eight (8) weeks to provide care or support to the Nurse's parent (father, mother & step); sibling (brother, sister and step); spouse (common law); child (step child); grandchild (& step-grandchild); grandparents (parent's father or parent's mother); current father-in-law, current mother-in-law; legal guardian; son-in-law and daughter-in-law; or any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code, as amended from time to time
- (b) This Unpaid Leave of Absence applies where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the Nurse began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Nurse must provide the Employer with a copy of the certificate. 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 request for the leave.
- (c) The Nurse may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs: the recipient of the care or support dies, or the expiration of the twenty-six (26) week period. A Nurse who intends to take this leave shall advise the Employer as soon as possible.
- (d) The Employer shall grant to the Nurse the option of maintaining membership in the benefit plans in which the Nurse participated before the

beginning of the leave (subject to the eligibility requirements of the Plan(s)) and shall notify the Nurse in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits.

- (e) Where the Nurse opts in writing to maintain membership in the benefits plans, the Nurse shall enter into an arrangement with the Employer to pay the cost required to maintain membership, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

9.06 Court Leave

- (a) Leave of absence without loss of regular pay shall be given to a Nurse other than a Nurse on Leave of Absence without pay or under suspension, who is required:
 - i) to serve on a jury; (including the time spent in the jury selection process); or
 - ii) by subpoena or summons to attend as a witness in any proceedings for a matter related to the Nurses' own employment:
 - in or under the authority of a court or tribunal; or
 - before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.
 - iii) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (b) The leave of absence shall be sufficient in duration to permit the Nurse to fulfill the witness or jury obligation.
- (c) A Nurse given Court leave of absence without loss of regular pay shall pay to the Employer the amount that the Nurse receives for this duty.
- (d) The Nurse shall advise the Employer as soon as possible after receipt of a jury notice or subpoena.

9.07 Public Office Leave

- (a) An Employer shall grant a leave of absence without pay upon the request of any Nurse to run as a candidate in a Federal, Provincial, or Municipal

election. If the Nurse withdraws as a candidate or is an unsuccessful candidate, she/he is entitled to return to her or his former position and status without loss of benefits provided that the Nurse gives two (2) weeks' notice to the Employer of her/his intent to return unless mutually agreed to a shorter notice period.(b) Any Nurse in the Bargaining Unit who is elected to full-time office in the Federal, Provincial, or Municipal level of Government shall be granted a leave of absence without pay, for a term not exceeding five (5) years.

- (b) Upon return, the Nurse will be placed in a position determined in accordance with the needs of the Employer at that time. The Nurse shall be placed on the same level of the increment scale the Nurse formerly occupied prior to commencing the leave of absence. The Nurse shall retain all benefits which accrued up to the time the Nurse commenced the leave of absence, including Service. The Nurse shall continue to accrue Seniority during the leave of absence.

9.08 Leave of Absence for Education

- (a) The Employer may grant a leave of absence without pay for educational purposes to a Nurse who has been employed for a minimum of one year. Such leave must be requested at least three (3) months in advance of the requested commencement date and the nature of the educational program must be directly related to the skills and requirements of the Employer.
- (b) A Nurse on Education Leave shall retain those benefits which accrued up to the time the Nurse commenced the leave of absence. The Nurse shall continue to accrue Service and Seniority during the leave of absence.
- (c) On return, the Nurse shall return to the same or equivalent previous position and status that the Nurse had prior to commencing the leave, unless mutually agreed upon otherwise.
- (d) A Nurse on Education Leave may be permitted to work for the Employer while on Education Leave subject to the principles set out in **Article 9.02**.
- (e) Subject to the provisions of the applicable benefits plans, a Nurse on an educational leave of absence may maintain membership in the plans if the Nurse agrees to pay both the Employer and Employee share of the contributions.

9.09 Leave for Storm or Hazardous Conditions

- (a) It is the responsibility of the Nurse to make every reasonable effort to arrive at their work location as scheduled, however during storm conditions, when such arrival is impossible, or delayed, arrival to work within two (2) hours of

the start time of the scheduled shift shall not result in a reduction of pay for the shift.

- (b) The absent time will be deemed to be leave, and the Nurse has the option to take the absent time as unpaid; or deduct the absent time from accumulated overtime, holiday time or vacation; or when the Nurse has no entitlement to accumulated paid leave, the Nurse may, with prior approval of the Employer, make up the absent time as the scheduling allows.

ARTICLE 10 - VACATIONS & HOLIDAYS

10.00 Regular Hours Paid

Paid vacation leave credits shall be earned on the basis of Regular Hours Paid. Regular Hours Paid for the purpose of calculating paid vacation leave credits shall include the straight time hourly equivalent of overtime hours worked to the applicable maximum annual vacation entitlement as set out below.

10.01 Annual Vacation Accrual Entitlements

Each year of service for the application of this Article shall be a period of twelve (12) months effective on the Nurse's date of hire.

Vacation credits shall accumulate to the Nurses on the following basis:

- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 Regular Hours Paid to a maximum of 120 hours.
- (b) Effective on the commencement of the fifth (5th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.000 Regular Hours Paid to a maximum of 160 hours.
- (c) Effective on the commencement of the fifteenth (15th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.400 Regular Hours Paid to maximum of 200 hours.

10.02 Vacations Scheduling

- (a) Vacations shall be scheduled for the "vacation year" defined as the period between January 1st and December 31st in each year.
- (b) The deadline for the vacation schedule shall be May 31st.
- (c) Unless the Employer otherwise consents, no Nurse shall take her vacation

between December 15th and January 15th.

- (d) Vacations will be scheduled among Nurses as equitably as possible.
- (e) Where possible a Nurse shall have the weekend prior to her vacation off.

10.03 Annual Vacation Pay

Vacation pay shall be paid at the regular hourly rate of the Nurse in effect immediately prior to the Nurse taking vacation.

10.04 Annual Vacation Cut Off Date

The cutoff date for using accumulated vacation credits shall be December 31st.

10.05 Carry Over of Annual Paid Vacation Leave

If the Employer is satisfied that a Nurse's prolonged illness or injury prevented the Nurse from taking vacation during the vacation year, the Employer may allow the Nurse to carry over all or a part of his or her unused vacation credits to the subsequent vacation year.

10.06 Vacation Substitution

Sick leave may be substituted for vacation where it can be established by the Nurse to the satisfaction of the Employer that an illness or accident occurred prior to vacation and that illness or accident was such that the vacation of the Nurse was interrupted.

10.07 Vacation Cancellations

- (a) The Employer will make every reasonable effort not to require a Nurse to return work after she/he has commenced paid vacation leave. The Nurse returning to work from paid vacation leave, shall be paid two times (2X) her or his regular hourly rate for the shift(s) worked on the days that had been scheduled vacation leave. The vacation credits shall not be reduced for the previously scheduled vacation time that was rescheduled to work. Further the Nurse shall be permitted to reschedule her or his vacation leave at a time mutually agreed between the Nurse and the Employer.
- (b) Should the Cove unilaterally cancel a Nurse's vacation which it had previously approved and such cancellation results in that Nurse forfeiting a deposit, the Cove will reimburse the Nurse for the lost deposit providing the Nurse can show proof of such loss and that she had done everything reasonably possible to eliminate or reduce that loss, and in addition, the Nurse must advise the Cove that a potential claim exists at the time the

Cove proposes to change her vacation

10.08 Holidays

The following eleven (11) calendar dates shall be recognized as Holidays:

- | | |
|--------------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. July 1 st | 11. Boxing Day |
| 6. 1st. Monday in August | |

If the Government of Canada or the Province of Nova Scotia officially proclaims an additional holiday(s), such shall be added as a recognized holiday.

10.09 Entitlement to Paid Holiday Leave Credits

Paid holiday leave credits shall be earned by a Nurse on the basis of Regular Hours Paid. A Nurse shall accumulate entitlement on the basis of one (1) hour of holiday credit for each 23.7 Regular Hours Paid (including the straight time hourly equivalent to overtime hours worked) to a maximum accrual of 88 hours of holiday credits in a fiscal year period.

10.10 Scheduling Holidays

If scheduling permits, each Nurse shall receive a minimum of five (5) consecutive days off to include December 25th (Christmas Day) or January 1st (New Year's Day), and every effort will be made to give two (2) other holidays off on the actual day of the holiday.

10.11 Call-in on a Holiday

If a Nurse is not scheduled to work a holiday and is called into work without 72 hours notice, the Nurse will be paid double the straight time rate for the work performed that day and the Rescheduled Holiday provided in Article 10.13.

10.12 Holiday Premium Pay

A Nurse working on a recognized Holiday is entitled to the following compensation

for any hours worked on the calendar date of the recognized Holiday:

- (a) A Full-Time or Part-Time Nurse who is regularly scheduled to work on a recognized Holiday shall be paid at the rate of one and one-half times (1.5x) the Nurse's regular rate of pay; or
- (b) A Nurse who works overtime as defined in Article 7.11 on a recognized Holiday shall be paid at the rate of two times (2X) the Nurse's regular rate of pay for the overtime worked.

10.13 Rescheduled Holiday

If a Regular or Temporary Nurse had booked any paid Holiday Leave credits for use on a recognized Holiday where the Nurse ended up working on that recognized Holiday, the Nurse is entitled to reschedule the paid holiday leave credits for use at a later time.

10.14 Holiday and Sick Leave Pay

A Nurse who is scheduled to work on the calendar date of a Holiday and who is unable to report for work due to illness or injury shall receive sick leave pay for those hours she or he was scheduled to work that day provided the Nurse has adequate sick leave credits. The holiday credits of the Nurse will not be reduced.

10.15 Holiday Defined

For the purpose of determining whether a shift falls on a holiday, the shift commencing at 2300 and ending at 0700 shall be the first shift of the day. Nurses working that shift and the two subsequent shifts shall be compensated in accordance with the holiday pay provision.

ARTICLE 11 - SENIORITY, LAY OFF, RECALL

11.00 (a) Seniority

- (a) Seniority for a Regular Nurse commences on the date of the first shift worked as a Regular Nurse in the Bargaining Unit and shall operate on a Bargaining Unit wide basis unless otherwise specified in the Collective Agreement.
- (b) Where a Casual Nurse in a Temporary Position is appointed directly to a Regular Position, Regular Seniority shall be deemed to be the first day of continuous service in a Temporary Position. "Appointed directly" shall mean appointment without an interruption for longer than fourteen (14) calendar days.

(b) Same Date Seniority

(i) Regular Nurses

In the event that two or more Regular Nurses commence work in the Bargaining Unit on the same date, the Nurses' placement on the Seniority list shall be determined by random draw.

(ii) Casual Nurse

In the event that a Casual Nurse becomes a Regular Nurse and the subsequent conversion of hours results in the same Seniority date as a current Bargaining Unit member(s), the Casual Nurse who has converted his/her hours shall be placed on the Seniority list below the other pre-established Bargaining Unit member(s) with the same Seniority date.

11.01 Application of Seniority

Seniority shall be applied in determining a preference for transfer, demotions, layoffs, recall and as set out in other provisions of this agreement. However, Seniority may be by-passed where management can demonstrate that special qualifications not possessed by the Senior Nurse are required.

11.02 Seniority Lists

- (a) The Employer shall post a current Regular Seniority List for Regular Nurses annually in February for thirty (30) days and provide a copy of same to the Local Union.
- (b) Should the Union, Local Union, or any Nurse allege an error in a Seniority List, a written objection must be sent to the Employer within thirty (30) days of the date the Seniority List in question was first posted by the Employer. All corrected, or final Seniority Lists will be provided by the Employer to the Local Union and shall be deemed to be correct and accurate in all respects.

11.03 Loss of Seniority and Employment

A Nurse shall lose both Seniority and employment in the event that:

- (a) The Nurse is discharged for just cause and is not reinstated.
- (b) The Nurse resigns or retires from employment.

- (c) After recall, the Nurse fails to notify the Employer as set out in lay off provisions unless such notice was not reasonably possible.
- (d) The Nurse is laid-off for more than two (2) years, subject to lay off provisions.
- (e) The Nurse is absent from work for three (3) consecutive scheduled shifts or more without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (f) A Nurse who retires from employment loses employment and Service, but if within six months of the retirement, the Nurse returns to work in any Bargaining Unit represented by the Nova Scotia Nurses' Union, the Nurse will maintain the Seniority the Nurse had prior to retirement and may accumulate additional Seniority on either a Casual or Regular basis depending on the status of the appointment after retirement.
- (g) The Nurse fails to return from an approved leave of absence, without notifying the Employer unless such notice was not reasonably possible or takes unauthorized employment while on an approved leave of absence.

11.04 Loss of Seniority

- (a) A Nurse shall lose Seniority in the event that the Nurse has accepted a **temporary** position with the Employer outside of the Bargaining Unit **or has been granted a leave of absence from the Nurse's Bargaining Unit position to accept a permanent position with the Employer** and remains outside of the Bargaining Unit for more than fifty-six (56) weeks.
- (b) In the event that an appointment to a position **as described in Article 11.04(a)** outside the Bargaining Unit is to be longer than specified above, extensions shall only be permissible with the agreement of the Bargaining Unit representatives of the Union Management Consultation Committee. Such agreement shall not be unreasonably denied.
- (c) A Nurse must return to and remain in the Bargaining Unit for a period of at least one (1) month before being employed by the Employer in a position outside of the Bargaining Unit again or she/he will lose all seniority held at the time of the subsequent transfer.
- (d) In order to maintain and to continue to accrue Seniority under this provision, the Nurse must agree to pay Union dues for each month she or he is appointed to a position **as described in Article 11.04(a)**, with the Employer outside of the Bargaining Unit following a period of fifty-six (56) weeks.

Lay off and Recall

11.05 In the event of layoffs, Nurses shall be laid off in reverse order of Seniority and recalled by order of Seniority except where the Employer determines that special skills and/or qualifications are required.

11.06 Notice of Layoffs

- (a) Twenty-eight (28) days' written notice of layoff shall be given to the President of the Local Union and to the Provincial office of the Nova Scotia Nurses' Union except layoff which results from labour disputes or unforeseen circumstances beyond the control of the Employer in which case as much notice as possible will be given.
- (b) The Employer will consult with the Union representatives regarding ways to minimize the adverse effect on the Nurse(s) to be laid off. The Employer may consider additional options presented by the Union. The application of additional options where agreed by the Union and the Employer shall be deemed to not violate the collective agreement.
- (c) Twenty-one (21) days' written notice of layoff shall be given to the affected Nurses except layoff which results from labour disputes or unforeseen circumstances beyond the control of the Employer in which case as much notice as possible will be given.

11.07 The Employer shall not post or fill vacancies that arise until Nurses on layoff have been considered for such vacancies.

11.08 The Employer will provide available options to Nurses in receipt of layoff notices (by order of seniority) including regular and temporary vacancies that have not been filled. Nurses shall have forty-eight (48) hours to consider available options and to notify the Employer in writing of his or her choice.

11.09 Working during Layoff

- (a) Any Nurse who is on layoff may indicate her availability to work relief shifts. A Nurse's layoff status shall not change while working relief shifts. The total of the days worked in relief shifts or in Temporary Positions of six (6) months or less shall extend the recall period by that total.
- (b) A Nurse recalled to a Temporary Position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.

11.10 Recall from Layoff

A Nurse on layoff shall be notified of opportunities for recall in the most expeditious manner possible including telephone, fax, and in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing. Nurses are responsible for leaving their current address and telephone number(s) with the Employer.

11.11 Recall – Accept or Decline

The Nurse shall indicate their intention to accept or decline the recall opportunity to the Employer within forty-eight (48) hours of receipt of the recall notice. If the Nurse accepts the recall, the Nurse must be available to return to the Employer within two (2) weeks of the notice of recall unless another time period is mutually agreeable between the Nurse and the Employer.

If the Nurse rejects the opportunity for recall the Nurse shall continue on the layoff list if the recall was for a position with fewer hours or a lower rate of pay. In these circumstances, three refusals of recall will result in the Nurse being removed from the recall list and forfeiture of the right of recall. If the Nurse rejects the opportunity for recall and the position was equivalent to their former position, the Nurse will be removed from the recall list and will forfeit the right of recall.

11.12 New Employees

No Nurse outside the Bargaining Unit shall be employed until all those who have been laid-off have been given an opportunity for re-employment, up to the level of guaranteed hours before layoff, except where the Employer establishes the need to recruit those with special skills and/or qualifications.

ARTICLE 12 - VACANCIES AND PROMOTIONS

12.00 Posting

Where a vacancy occurs, a new position is created within the Bargaining Unit or a temporary position exists as the result of a leave of absence of eight (8) weeks or more, a notice shall be posted as soon as possible after the Employer has determined that the vacancy exists and such notice shall be posted for a period of ten (10) calendar days. All applications for vacancies will be in writing. The name of the successful applicant shall normally be provided to the President of the Local Union within fourteen (14) calendar days of the appointment to the position.

12.01 Selection

In the selection of applicants for posted vacant positions in the Bargaining Unit, primary consideration shall be given to skill, ability and qualifications to perform the required duties. If skill, ability and qualifications are relatively equal, Seniority

shall prevail. Every effort will be made to fill vacancies or new positions with the existing Nursing staff.

12.02 Trial Period

- (a) The Nurse shall be placed on a trial period for five hundred and twenty-eight (528) hours worked in the new position. If the Nurse proves unsatisfactory in the new position, or chooses to return to the Nurse's former position and status, during the aforementioned trial period, the Nurse shall be returned to the Nurse's former position, status and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position, status and salary without loss of Seniority.
- (b) Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the period of five hundred and twenty-eight (528) hours worked. The Employer may not extend the trial period for a period greater than two hundred and sixty-four (264) hours worked. In such case the Employer will provide written notice to the Nurse affected by the extension, a Labour Relations Representative of the Union and any other Nurse(s) originally promoted or transferred in this appointment process.

12.03 Orientation

The Employer shall provide planned and paid Orientation Programs of such content and duration as it deems appropriate taking into consideration the needs of the Employer and the Nurses involved. Such Nurses will not be considered part of core staffing during their Orientation Program nor will they be provided with primary assignments.

- 12.04 The Parties recognize and acknowledge that every Nurse has a professional responsibility to participate in preceptor, mentor and orientation duties as required by the Employer.

The Employer will provide supports for students, New Graduates and new staff that will make use of models such as preceptorship, mentoring, and orientation. The use of any of these models and approaches will be determined by the Employer based on the needs of the Nurses.

12.05 Union Notification of Attrition

If the Employer does not intend to fill a vacancy it shall notify a Labour Relations Representative of the Union.

12.06 Staffing Patterns Maintained

In cases of absences, the Employer will make every effort to maintain its normal staffing pattern related to the needs of the Cove by employing Temporary or Casual Nurses where no Part Time Nurses are available to fill such vacancies.

ARTICLE 13 - PREGNANCY, PARENTAL and ADOPTION LEAVE

13.00 Pregnancy/Birth Leave

- (a) A Pregnant Nurse is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to fifty-two (52) weeks.
- (b) A Pregnant Nurse shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Nurse is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Nurse determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Nurse determines, but not later than fifty-two (52) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) Nurses on pregnancy leave shall not accrue hours worked for the purpose of vacation, sick time, or holidays. A Nurse who is receiving compensation under Article 13.04 (b) and 13.06 (b) shall accrue benefits based on the hourly equivalent of the "top up" compensation.
- (g) The clauses of this Article shall be considered as being automatically amended should applicable legislation be changed to provide benefits more favourable to the Nurses than those contained herein.

13.01 Pregnancy Leave Notice

- (a) A pregnant Nurse shall provide the Employer with at least four (4) weeks' notice of the date the Nurse intends to begin pregnancy leave. Such notice and start date of the leave may be amended:
 - i) by changing the date in the notice to an earlier date for medical reasons as verified by the Nurse's attending physician. In such cases

the Nurse will provide as much advance notice of the revised start date of the leave as is possible; or,

- ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,
 - iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice as required under Article 13.01(a) is not possible due to circumstances beyond the control of the Nurse, the Nurse will provide the Employer as much notice as reasonably practicable of the commencement of the Nurse's leave or return to work.
- (c) The Employer shall not terminate the employment of a Nurse because of the Nurse's pregnancy.

13.02 Pregnancy Leave - Employer Requirement

The Employer may require a pregnant Nurse to commence a leave of absence without pay where the Nurse's position cannot be reasonably performed by a pregnant woman or the performance of the Nurse's work is materially affected by the pregnancy. Such action shall not be taken until the Nurse has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the Nurse's ability to work.

13.03 Pregnancy Sick Leave

Leave for illness of a Nurse arising out of or associated with a Nurse's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 13.00, may be granted sick leave in accordance with the provisions of the Collective Agreement.

13.04 Pregnancy/Birth Allowance

- (a) A Nurse entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, Employment Insurance Act, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).2.
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - i) Where the Nurse is subject to a waiting period of two (2) weeks

before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other deductions received by the Nurse during the benefit period;

- ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half (1/2) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the pregnancy leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurses' classification. For the purposes of this calculation the hours used for a Part Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part Time Nurse as a percentage of full time hours, whichever is greater.
- (d) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Nurse for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

13.05 Parental and Adoption Leave

Shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents and female adoptive parents:

- (a) The parental leave of a Nurse who has taken pregnancy/birth leave and whose newborn child or children arrive in the Nurse's home during pregnancy/birth leave,
 - i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the Nurse's returning to work; and

- ii) shall end not later than fifty-two (52) weeks after the parental leave began as determined by the Nurse; and
 - iii) in no case shall the combined pregnancy/birth and parental/adoption leaves to which Nurse is entitled exceed a maximum of fifty-two (52) weeks.
- (b) The parental leave for a Nurse who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 13.05 (a):
 - i) shall begin on such date coinciding with or after the birth of the child as the Nurse determines; and
 - ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the Nurse's home.
- (c) A Nurse who becomes a parent of one or more children through the placement of the child or children in the care of the Nurse for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:
 - i) shall begin on a date coinciding with the arrival of the child or children in the Nurse's home; and
 - ii) shall end not later than fifty-two (52) weeks after the leave began.

13.06 Parental and Adoption Leave Allowance

- (a) A Nurse entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the Employment Insurance Act, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - i) Where the Nurse is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Nurse during the benefit period;
 - ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is

eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.

- (c) For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half ($1/2$) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurses' classification. For the purposes of this calculation the hours used for a Part Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part Time Nurse as a percentage of full time hours, whichever is greater.
- (d) For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half the bi-weekly rate of pay to which the Nurse is entitled for her/his classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled Full-Time hours of work for the Nurse's classification.(e) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Nurse for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half ($1 \frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

13.07 Pregnancy/Birth and Parental and Adoption Leave Deferral

If a Nurse is entitled to pregnancy/birth or parental, or adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Nurse is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

13.08 Return to Work

A Nurse on Pregnancy/Birth or Parental, or Adoption Leave must provide a minimum of four (4) weeks' notice of his or her intended date to return to work, or

such shorter period of notice as mutually agreed between the Employer and the Nurse. When a Regular Nurse reports for work upon the expiration of Pregnancy/Birth or Parental, or Adoption Leave, the Regular Nurse shall resume work in the position and status held by the Nurse immediately before the Leave began or where that position is eliminated, in a comparable position and status within the site. A Nurse shall be entitled to the appropriate level on the increment scale and benefits, with no loss of benefits accrued to the commencement of the leave.

13.09 Service and Seniority Continuation

While on pregnancy/birth or parental, or adoption leave, a Nurse shall continue to accrue and accumulate Service and Seniority credits at the same rate as before the leave for the duration of the leave and the Nurse's Service and Seniority shall be deemed to be continuous.

13.10 Group Benefit Plan Continuation

While a Nurse is on parental/adoption or pregnancy/birth leave, the Employer shall permit the Nurse to continue participation in eligible benefit plans. The Nurse shall be responsible to pay both the Employer and the Nurse's shares of the premium costs for maintaining such coverage for which the Nurse is eligible during the period of leave.

13.11 Special Leave - Birth

Where a Nurse's spouse gives birth to a child, the Nurse shall be granted special leave without loss of regular pay up to a maximum of sixteen (16) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days.

13.12 Special Leave - Adopted Child

Special leave with pay up to a maximum of sixteen (16) scheduled hours shall be granted to a Nurse when an adopted child arrives in the Nurse's home. This leave may be divided into periods and granted on separate days.

13.13 Bridging of Service

- (a) A Regular Nurse with more than three (3) years Service may terminate her or his employment as a result of a decision to raise a child and if re-employed with the Employer shall retain service recognition provided that:
 - i) The Nurse must advise the Employer in writing that the reason for the termination of employment is to raise a child; and

- ii) if the Nurse is re-employed as a Regular Nurse within two (2) years of her or his termination date, she or he will have the previous Service with the Employer recognized as at the date of termination for the purposes of placement on the appropriate level on the increment scale as set out in Article 8.01 and vacation accrual rate as set out in Article 10.00 (a) (b) and (c).
- (b) No Service, Seniority, or benefits will accumulate during the period of termination to raise a child. Seniority shall be counted up to the leave and after the leave.
- (c) The Nurse cannot have been employed by any other employer for anytime during this period. If so employed the Nurse shall not be entitled to the benefits of this provision.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

14.00 Grievance Defined

A grievance shall be a difference of interpretation of this Agreement or an alleged violation concerning the meaning, application or administration of the provisions of this Agreement. Every grievance shall be subject to the grievance and arbitration procedures set out in this Article.

14.01 Working Days Defined

For the purpose of Article 14, "working day" excludes Saturday, Sunday and Holidays.

14.02 Grievance Procedure

Such dispute shall be settled in the following manner:

Step 1: When a Nurse(s) has a grievance she shall within seven (7) working days of the discovery or occurrence of the incident giving rise to the grievance, first bring the matter to the attention of her Director of Resident Care who shall provide her with an answer within seven (7) working days.

Step 2: Should the answer given by the Director of Resident Care be unsatisfactory to the Nurse, she shall submit in writing the grievance to the Administrator within seven (7) working days of receipt of the answer in Step 1. The Administrator shall provide the Nurse with an answer within seven (7) working days of receipt of the grievance.

Step 3

If the decision of the Director of Resident Care is not acceptable to the grievor, the grievance shall be referred to the Union; and, if supported by the Union, shall be referred to the Administrator/CEO or designate within seven (7) working days of the receipt of the grievance. The Administrator/CEO or designate shall convene a meeting as soon as reasonably possible with the Union if requested to do so by either party. The Administrator/CEO or designate shall reply in writing within seven (7) working days of such a meeting.

If the decision of the Administrator/CEO or designate is not acceptable to the Union, the Union shall notify the Administrator/CEO or designate in writing within fifteen (15) working days that the grievance will be proceeding to arbitration.

14.03 Termination of Employment

A Nurse who has been dismissed may file a grievance directly at the third (3rd) step of the grievance procedure within ten (10) days of the notification of the dismissal to a Labour Relations Representative of the Union.

14.04 Policy or Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, Steps 1 and 2 may be by-passed.

14.05 Employer Grievance

The Employer may institute a grievance by delivering the same in writing to the President of the Local Union and the President shall answer such grievance in writing within five (5) working days. If the answer is not acceptable to the Employer, the Employer may, within ten (10) working days from the day the President gives her answer, give ten (10) working days notice to the President of the Local Union of its intention to refer the dispute to arbitration.

14.06 Arbitration - Single Arbitrator

In the event that a grievance is submitted to arbitration, the case shall be heard by a single Arbitrator unless it is mutually agreed by the Employer and the Union.

14.07 Selection of an Arbitrator

In the case of a single arbitrator, the Party with the grievance shall provide the name of its proposed arbitrator to the other Party within 30 days of the referral to arbitration. The responding Party shall respond within 30 days of its receipt of such name by indicating its acceptance or rejection of the Arbitrator, and if it is rejected, its suggestion for an. If the Parties cannot agree on an Arbitrator, within this 60 day

period either Party can request that the Minister of Labour and Workforce Development appoint an Arbitrator to hear and decide the grievance.

14.08 Clarification of the Decision

Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene the Arbitrator to clarify its decision, which it shall do within three working days.

14.09 Arbitration Fees

The remuneration of the Arbitrator is to be in accordance with the provisions of the *Trade Union Act*.

14.10 Arbitration - Termination

- (a) In the case of a dismissal of a Nurse, as set out in Article 14.03 the Union shall, within fourteen (14) calendar days of the notice of intention to refer the dispute to arbitration, suggest the name of an Arbitrator to the Employer.
- (b) Within fourteen (14) calendar days after receipt of such notice, the Employer shall respond by indicating its acceptance or rejection of the Arbitrator, and if it is rejected, its suggestion for an Arbitrator.
- (c) If the Parties cannot agree on an Arbitrator within thirty (30) days of the first notice suggesting the name of an Arbitrator, either Party can request that the Minister of Labour and Workforce Development appoint an Arbitrator to hear and decide the grievance.

14.11 Potential Reinstatement

Should it be found upon investigation that a Nurse has been unjustly suspended or discharged, such Nurse will be immediately reinstated in her former position and status, without loss of Seniority and shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the Arbitrator.

14.12 Witnesses

At any stage of the grievance or arbitration procedure, the Parties may have the

assistance of the Nurse(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring Parties for the arbitrator(s) to have access to the Cove premises to view any working conditions which may be relevant to the settlement of a grievance.

14.13 Pre Hearing Disclosure

The Arbitrator has the power to order pre-hearing disclosure of relevant documents at the request of one party to the Arbitration with notice to the other affected Party.

14.14 Time Limits

Time limits are directory and an Arbitrator shall be able to overrule a preliminary objection that time limits are missed providing the Arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the other Party's position is not significantly prejudiced by the delay.

14.15 Time Limit - Extension

The above mentioned time limits may be extended in individual cases, by the written consent of both Parties to this Agreement,

14.16 Nothing in this Agreement shall preclude the Union and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures.

ARTICLE 15 - STAFF DEVELOPMENT

15.00 Letter of Appointment

At the time of hire, or upon change in status, each Nurse shall be provided in writing, with the Nurse's status as a Regular Nurse or Casual Nurse; the Nurse's placement on the increment scale; and where the Nurse is in a Regular or Temporary Position, information describing the Nurse's position with the Employer, including the designation as to his or her percentage of Full-Time hours.

15.01 Position Descriptions

- (a) A Nurse shall have access to a copy of her or his current position descriptions.
- (b) The Employer will endeavor to ensure that position descriptions are reviewed and revised where necessary.

- (c) All revised position descriptions shall be provided to the Union representatives of the Union Management Consultation Committee within fifteen (15) days of revision.

15.02 Required Education

- (a) The Employer shall provide and fund any Employer required training/education for a Nurse.
- (b) The Employer will make every effort to arrange for the presentation of the required training/education during a Nurse's scheduled hours of work.
- (c) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the Nurse.
- (d) If the Employer permits, a Nurse may bank the hours earned in paragraph (c). Any banked hours shall be taken at a mutually agreed time.
- (e) The Nurse shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

15.03 Voluntary Continuous Learning

- (a) The Employer and the Nurses recognize the importance of continuous learning and to that end, education programs shall be identified by the Employer in consultation with the Nurses and the Nurses will make every reasonable attempt to participate in these voluntary education programs.
- (b) The Employer will arrange for the presentation of the voluntary education programs in such a way as to maximize availability to the Nurses and minimize cost and disruption to the Nurse and the Employer.

15.04 Orientation Period

The Employer will provide an orientation period adequately covering essential information, procedures and routines. The Nurse shall be required to attend the orientation as part of her employment.

15.05 Posting Pertinent Information

All information received by the Cove regarding workshops, seminars, etc. will be screened by the Cove and all pertinent information posted on bulletin boards.

15.06 Technological Change

The Employer undertakes to notify a Labour Relations Representative of the Union in advance, of any technological changes which the Employer has decided to introduce which will impact on the Bargaining Unit.

ARTICLE 16 – STAFF HEALTH AND SAFETY

16.00 Occupational Health and Safety

The Employer and the Union shall comply with the provisions of the Nova Scotia *Occupational Health and Safety Act and Regulations* and *Safer Needles in Healthcare Workplaces Act*.

16.01 Promotion of Health & Safety and Prevention of Accidents

The Employer shall make reasonable provisions in respect of the safety and health of Nurses during their hours of employment. Protective devices and other equipment reasonably necessary to protect Nurses from injury or health hazards shall be provided by the Employer and Nurses shall be required to use them. The Union and the Employer shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of health and safety of Nurses through the Occupational Health and Safety Committee.

16.02 The Union and the Employer recognize that a modified work program is a process which gives structure and organization to the activity of returning injured Nurses to the work place as soon as possible after an accident for which Workers Compensation was paid. The Union and the Nurses agree to participate in return to work efforts implemented by the Employer.

16.03 Participation in Joint Occupational Health and Safety Committee

A Nurse who is a member of the Joint Occupational Health and Safety Committee is entitled to time off from work without loss of regular pay and benefits, as is necessary to attend meetings of the Committee, to take any training programs prescribed by the *Occupational Health and Safety Act* and Regulations, or as determined necessary by the Committee, and to carry out the Nurse's functions as a member of the Committee. Time spent by the Nurse in these activities shall be considered to be time worked at straight time rates.

16.04 Required Medical Tests

Pursuant to Article 16.01, Nurses required to have medical tests or the like shall have their expenses borne by the Employer. The results of medical tests, etc., or any other information on a Nurse shall be handled in strict confidentiality.

16.05 Injury on Duty - WCB

- (a) Unless a Nurse specifically asks the Employer in writing at the time of the claim not to pay him or her any supplement amount from the accumulated sick leave credits of the Nurse, where a Nurse is being compensated under the *Workers' Compensation Act*, the Employer shall pay an Employer WCB payment supplement to the Nurse to the extent of the pre injury biweekly pay of the Nurse while maximizing the amount payable from the WCB. It is the intent of the Parties that in no circumstance shall the Nurse receive an increase of income while in receipt of WCB with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer shall deduct from the Nurse's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When a Nurse's sick leave credits are exhausted, the Nurse shall be paid only the Workers' Compensation Benefits Allowance.
- (b) Where a Nurse is being compensated under the *Workers' Compensation Act*, the Nurse shall continue to accrue up to a year's maximum vacation credits.

16.06 Sick Leave while waiting for Workers' Compensation Benefits

- (a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article 16.05 (a).
- (b) A Regular Full-Time or Part-Time Nurse who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits she/he would earn under the *Workers Compensation Act* providing the Nurse is able to establish, satisfactory to the Employer, that the illness or injury prevents the Nurse from working and the Nurse has sufficient sick leave credits.
- (c) In such case, the Nurse must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the Nurse, up to the level of the payment advanced by the Employer.

16.07 WCB and Return to Work

Where a Nurse has returned to work after being absent for injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two days or less after the day of the injury, the Nurse shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Nurse was unable to work as a result of the Nurse's injury on

duty.

16.08 Personal Property

The Employer agrees that in a case where damage is done by a resident to a prescribed health device (such as eye glasses, contact lenses, hearing aids, dentures) belonging to a Nurse, the Employer will reimburse the Nurse for the actual replacement or repair cost of the damaged property. Where damage is done by a resident to other personal property (such as a watch) belonging to a Nurse, the Employer will reimburse the Nurse for the reasonable cost to replace or repair the damaged property. Such damage must be reported at the time of the incident with full details provided in the incident report. This provision shall only apply to personal property which the employee would reasonably have in her possession during the performance of her duty.

ARTICLE 17 - WORKLOAD

- 17.00 (a) A Nurse who believes that adequate and safe care of residents cannot be provided because of that Nurse's workload, shall bring the matter to the attention of the immediate Supervisor. If the matter is not satisfactorily resolved, the Nurse may file a written report (Clinical Capacity Form) which is attached at Appendix "D" which shall be submitted to the Employer.**
- (b) Failing resolution of the issue, the Nurse may refer the matter to the Union Management Consultation Committee as set out in Article 28.**

17.01 Staffing

Where operationally feasible, the Employer agrees to maintain current nursing staffing ratios including periods when a Nurse is assigned to replace the Director of Resident Care and/or the Assistant Director of Resident Care on vacation.

ARTICLE 18 - DISCRIMINATION

18.00 Prohibition of Discrimination

The Employer and the Union agree that there shall be no discrimination or harassment on prohibited grounds contrary to the *Human Rights Act*.

ARTICLE 19 - PENSION, GROUP BENEFITS AND ALLOWANCES

19.00 Retirement Allowance

Effective date of signing, a Nurse with a minimum of (10) years of service with the Employer who retires in accordance with the provisions of the Employer's Pension Plan or the Canada Pension Plan shall be entitled to the payment of the sum of **six** hundred dollars (**\$600**) per year of service to a maximum of **fifteen thousand dollars (\$15,000)**.

19.01 Pension Plan Benefits

The Parties agree to work towards the goal where "All members of each Bargaining Unit represented by the Nova Scotia Nurses' Union shall be members of the NSHEPP Pension Plan, subject to the eligibility provisions of the NSHEPP Pension Plan."

19.02 Group Benefit Plans

The Employer agrees to pay 65% of the premium towards The Continuing Care Association of Nova Scotia Group Plans, covering Extended Health Plan, drugs, visual, life insurance and accidental death and dismemberment. Participation in the Plan is mandatory for all eligible Nurses unless the Nurse provides proof of alternate coverage through a spouse's plan (spousal opt-out provision).

19.03 Retiree Recruitment Incentive

The Employer will provide a Recruitment Incentive of \$500 per year to any retired Nurse who, after retirement, agrees to return to work for at least twenty-four (24) "relief shifts in a 12 month period. The Casual nurse must pre-apply in writing in order to participate in the Incentive. The \$500 will be paid to the Nurse after the completion of the minimum twenty-four (24) "relief" shifts. A Nurse will only be eligible for the sum of \$500 from one long term care Employer in each 12 month period. For clarity, the "relief" shifts must be shifts worked on a casual basis and does not include any "relief" shifts worked while holding a regular or temporary position with the Employer.

19.04 Registered Nurse Retention Bonus

The Employer will provide a Retention Bonus to eligible Registered Nurses who agree to remain employed for the following twelve (12) months. The Retention Bonus shall be equal to two percent (2%) of the gross annual base earnings (exclusive of any premiums). To be eligible a Nurse must be able to retire with an unreduced pension under the terms of the **Employer's** Pension Plan. The Nurse

must apply in writing to participate in the Retention Bonus. A Nurse may apply for and participate in second and subsequent years.

ARTICLE 20 - SICK LEAVE

20.00 Sick Leave Benefits

Sick leave is an indemnity benefit and not an acquired right. A Nurse who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the Nurse is not otherwise receiving pay for that day, and providing the Nurse has sufficient sick leave credits.

20.01 Sick Leave Pay

A Nurse granted sick leave shall be paid for the period of such leave at her or his regular hourly rate of pay and the number of hours thus paid shall be deducted from the accumulated sick leave credits of the Nurse.

20.02 Sick Leave Accrual

- (a) Paid sick leave entitlements for Full-Time Nurses shall accrue at the rate of sixteen (16) hours per month, effective the first day of employment.
- (b) Sick Leave accrual for Part-Time Nurses shall be pro-rated and accrue at the rate of one (1) accrued hours of sick time credit for every ten point eight three (10.83) Regular Hours Paid, effective the first day of employment.

20.03 Maximum Accumulation

The maximum amount of accumulation shall be one hundred and thirty (130) days or one thousand and forty (1040) hours.

20.04 Annual Statement

The Employer shall provide each Nurse with a statement of sick leave credits once per annum and verbally upon request within a reasonable period of time.

20.05 Evidence of Illness

The Employer reserves the right to require any Nurse claiming sick leave to produce evidence of illness satisfactory to the Employer.

20.06 Union Representation

A Nurse has the right to be accompanied by a representative of the Union in a

meeting with an Employer to discuss her or his ability to attend work regularly due to their health. The Nurse shall be advised of this right prior to the scheduling of a meeting.

20.07 Sick Leave for Medical / Dental / Family: Emergency

- (a) Nurses with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of forty (40) hours per annum (pro-rated for Part-Time Nurses based on Regular Hours Paid) debited against sick leave credits in order to:
 - i) engage in and facilitate the Nurse's personal preventative medical or dental care, Nurses shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the Nurse is scheduled to work. Such leave shall not be unreasonably denied.
 - ii) attend to emergencies where:
 - 1. the Nurse's own medical or dental health is at an immediate and serious risk; or
 - 2. a member of the Nurse's immediate family, as defined in Article 4.21 who has become ill or disabled, in order to make alternate care arrangements where the Nurse's personal attention is required and which could not be serviced by others or attended to by the Nurse outside of his/her assigned shifts; or
 - 3. there is a critical condition (e.g. Fire, Flood) (excluding conditions included in Article 9.09) which requires the Nurse's personal attention which could not be serviced by others or attended to by the Nurse outside of the Nurse's assigned shifts.
- (b) A Nurse will be permitted to use up to sixteen (16) of the hours referred to in Article 20.07(a) (*pro-rated for Part-Time Nurses based on Regular Hours Paid*) to attend to Medical and Dental appointments for their Immediate Family.
- (c) The Employer may require verification of the condition claimed.
- (d) Nurses shall endeavour to arrange for such appointments during off duty hours.

20.08 Return to Work from Sick Leave

A Nurse is expected to report to work for all scheduled shifts unless he or she is on an authorized leave. Where a Nurse has been on an authorized sick leave for a period of two (2) consecutive months or longer, the Nurse must provide a minimum of two (2) weeks' notice of his or her intended date to return to work, except where a shorter period of notice is mutually agreed between the Nurse and the Employer.

20.09 Confidentiality of Health Information

- (a) A Nurse shall not be required to provide her or his manager/supervisor specific information regarding the nature of her or his illness or injury during a period of absence. However, the Employer may require the Nurse to provide such information to persons responsible for occupational health.
- (b) These persons shall not release any information to the manager/supervisor of the Nurse except the duration or expected duration of the absence, the fitness of the Nurse to return to work, any limitations associated with the fitness of the Nurse to return to work, and whether the illness or injury is bona fide.
- (c) As an exception, where the person responsible for occupational health is also the Nurse's manager/supervisor, the specific information regarding the nature of her or his illness or injury during a period of absence shall be provided and may only be used in accordance with the occupational health responsibilities of the manager/supervisor. Information regarding the duration or expected duration of the absence, the fitness of the Nurse to return to work, any limitations associated with the fitness of the Nurse to return to work, and whether the illness or injury is bona fide may be relied on by the manager/supervisor with the administrative responsibilities of the position.
- (d) The Employer shall store health information separately and access thereto shall be given only to the persons directly responsible for the administration of occupational health.

20.10 Payment for Certificates and Examinations

Where a Nurse is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examinations, medical certification forms or reports, which are not covered by medical insurance.

ARTICLE 21 - PORTABILITY OF BENEFITS

21.00 Nurse Mobility

In the event that the Employer **rehires a Nurse to a Regular position within six (6) months of the Nurse leaving, or an Employer hires a Nurse to a Regular position to commence work within six (6) months of the Nurse leaving employment** from a position in any other bargaining unit represented by the Nova Scotia Nurses' Union in the Province of Nova Scotia, the Nurse shall have Service with the previous Employer recognized for vacation accumulation entitlement, retirement allowance, placement on the increment scale (and advancement) and Seniority with the hiring Employer. Qualifying periods under the Benefits Plans of the hiring Employer will be as set out in the Plans.

21.01 Canadian Nurse Portability

In the event that the Employer hires a Nurse to a regular position to commence work within six (6) months of the Nurse leaving employment from a position in any other bargaining unit represented by a member of the Canadian Federation of Nurses' Unions (including but not limited to British Columbia Nurses Union (BCNU), United Nurses of Alberta (UNA), Saskatchewan Union of Nurses' (SUN), Manitoba Nurses Union (MNU), Ontario Nurses Association (ONA), New Brunswick Nurses Union (NBNU), Newfoundland and Labrador Nurses Union (NLNU), and Prince Edward Island Nurses Union (PEINU)), the Nurse shall be credited with equivalent Seniority as at the time of termination from the other bargaining unit.

21.02 In the event that the above noted Nurse has the same Seniority date as a current Bargaining Unit member(s), the Nurse who is porting her Seniority date shall be placed on the Seniority list below the other pre-established Bargaining Unit member(s).

ARTICLE 22 - TERMINATION OF EMPLOYMENT

22.00 Notice of Resignation

Four (4) weeks written notice of resignation shall be given regarding resignation of employment by the Nurse, unless mutually satisfactory arrangements are made otherwise. Accrued vacation, holiday and overtime benefits shall be paid out on the day of resignation or on the next regular pay day where the resignation day and pay day are not the same.

22.01 Payment Entitlements upon Discharge

When a Nurse resigns, is discharged, retires or dies, the Nurse or the estate shall receive payment in proportion to any unused vacation leave credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment.

The Employer is entitled to withhold any monies owed to the Employer from any accrued benefits.

22.02 Termination and Discharge

- (a) In the event of suspension or termination of a Nurse's employment by the Employer, the Nurse shall be given written reasons for the action taken. If this procedure is not followed, the action taken shall not be void but the time limits under Article 14 shall not commence until the notice is given.
- (b) It shall be a violation of this Agreement, subject to the grievance and arbitration procedures herein, if a Nurse is suspended or disciplined, or has been discharged by the Employer without just cause.
- (c) If a Nurse is dismissed or suspended for cause, the Employer will advise a Labour Relations Representative of the Union in writing as soon as reasonably possible.

ARTICLE 23 - DISCIPLINARY MEASURES

23.00 Disciplinary Measures

When a Nurse is to be advised in person of a disciplinary action the Employer shall advise the Nurse of the right to elect to have a representative of the Local Union at the meeting. The Employer will give the Nurse and the Local Union Representative reasonable advance notice of the meeting. The Employer will be notified prior to the meeting, of the Nurse's intention to be accompanied by a Local union Representative. Where circumstances warrant an immediate meeting, the meeting may proceed should a representative not be readily available. In the case of a suspension or termination, the union representation may be provided by a Labour Relations Representative of the Union.

23.01 Disciplinary Records

- (a) A Nurse who has been subject to disciplinary action other than suspension may, after twenty-four (24) months of continuous Service from the date the disciplinary measure was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the Nurse's file does not contain any further record of disciplinary action during the twenty-four (24) month period, of which the Nurse is aware. The Employer shall confirm in writing to the Nurse that such action has been effected.
- (b) A Nurse who has been subject to a period of paid or unpaid suspension, may after five (5) years of continuous Service from the date of the suspension request in writing that the performance file be cleared of any record of suspension. Such request shall be granted provided the Nurse's

file does not contain any further record of disciplinary action during the five (5) year period, of which the Nurse is aware. The Employer shall confirm in writing to the Nurse that such action has been effected.

ARTICLE 24 - ALCOHOL AND DRUG DEPENDENCY

24.00 Coordinated Programs

Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Nurses afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation. Provided Nurses have sufficient sick leave credits, they shall be eligible for sick leave benefits for the treatment program.

24.01 Random Testing

When a Nurse is required to submit to random body fluid testing as part of a settlement agreement between the Employer, the Union, and a Nurse, the Employer shall pay the costs of such testing.

ARTICLE 25 - PERFORMANCE REVIEWS AND EMPLOYEE FILES

25.00 Performance Appraisal

Where the Employer maintains a performance appraisal program, such appraisals shall be discussed with the Nurse. The Nurse shall have twenty-four (24) hours to assess the evaluation and shall have the opportunity to sign and comment on the evaluation.

25.01 Evidence from File

The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the "personnel" file of a Nurse the existence of which the Nurse was not made aware of at the time of filing.

25.02 Access to Personnel File

Each Nurse is entitled to have access to the Nurse's personnel file during normal business hours. In such case the Nurse shall make an appointment with the Employer. The Nurse shall have the right to make a copy of materials on the Nurse's personnel file, except that references or appraisals from outside the Employer may not be shown to the Nurse.

ARTICLE 26 - WEEKEND NURSE

26.00 Acute Care Provisions

In the event that the Employer wishes to introduce a Weekend Nurse position, the provisions of the Acute Care Collective Agreement shall form the basis of the applicable position for this Employer.

ARTICLE 27 - LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

27.00 Application of Addendums

Letters of Agreement and Memoranda of Agreement that were in effect between the Parties on the date of signing and which are not appended and signed within six (6) months of the signing of the Collective Agreement are deemed replaced and therefore redundant following the signing of the Collective Agreement.

27.01 Appendix of Addendums

Letters of Agreement and Memoranda of Agreement that remain in effect, are detailed in Appendix "C".

ARTICLE 28 - UNION MANAGEMENT CONSULTATION COMMITTEE

28.00 Union Management Committee

The Union and the Employer agree to establish/maintain a Union Management Consultation Committee which shall be comprised of three (3) representatives of the Local Union and three (3) representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.

28.01 Frequency of Meetings

The committee shall meet no less than three (3) times per year. Either party may request additional meetings on two (2) weeks' notice in which case the Parties shall schedule a meeting at a mutually agreeable time.

28.02 Jurisdiction of Committee

- (a) Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting. By mutual agreement, items may be discussed if a matter arose after the agenda has

been finalized.

- (b) The Union Management Consultation Committee shall meet to discuss matters of concern between the Parties which may include the following:
 - Staffing
 - Orientation
 - Workload
 - Scheduling
 - Transfers
 - Reassignment
 - Scheduling difficulties created by short and long-term absences
 - Layoffs
- (c) Correcting conditions causing grievances and misunderstanding but not any matter that has been referred to the grievance and arbitration process
- (d) Minutes are to be drafted by the person appointed to act as secretary to the committee. The draft minutes shall be typed and circulated by the Employer not later than three (3) calendar weeks following the meeting. The committee shall be responsible for:
 - i) Defining problems;
 - ii) Developing viable solutions to such problems; and
 - iii) Recommending the proposed solutions to the appropriate Employer authority.

28.03 No Loss of Pay

No Nurse shall suffer a loss of regular pay and benefits while attending the Union Management Consultation Committee.

ARTICLE 29 – NO STRIKE/NO LOCKOUT

29.00 It is agreed there shall be no strikes, work stoppages, or slowdowns by a Nurse and/or the Union; and/or no lockouts by the Employer during the time this Agreement is in effect.

ARTICLE 30 - TERM OF AGREEMENT

30.00 Effective and Expiry Dates

This Collective Agreement shall be for the period commencing **November 1, 2012, and ending October 31, 2014**, and shall remain in effect from year to year thereafter unless one of the Parties hereto notifies the other in writing within a period of not less than sixty (60) working days prior to the automatic renewal date of its intention to revise or amend this Agreement or to conclude a new Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in

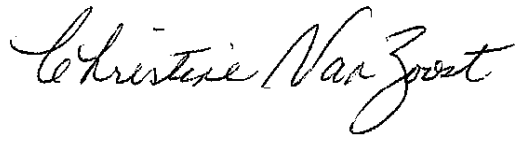
_____, Nova Scotia on this _____ day of _____,
2013.

FOR THE UNION:

FOR THE EMPLOYER:



Janet Hazelton, President

A handwritten signature in black ink, reading "Christine Van Zoost". The signature is written in a cursive style with a large, stylized "C" and "Z".

Chris VanZoost, Vice- President

APPENDIX “A”

(Hourly rate determined by 2080 hours)

RN-1

		Start
Oct. 31, 2009 (expired)	Annual Hourly	\$49,605 \$23.8486
Nov. 01, 2009 (+ 1%)	Annual Hourly	\$50,101 \$24.0870
Nov. 01, 2010 (+ 1%)	Annual Hourly	\$50,602 \$24.3279

RN-2

		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 25
Oct. 31, 2009 (expired)	Annual Hourly	\$57,014 \$27.4106	\$58,532 \$28.1404	\$60,266 \$28.9740	\$62,216 \$29.9115	\$64,385 \$30.9543	\$66,630 \$32.0337	\$68,962 \$33.1548
Nov. 01, 2009 (+ 1%)	Annual Hourly	\$57,584 \$27.6846	\$59,117 \$28.4216	\$60,868 \$29.2635	\$62,839 \$30.2111	\$65,029 \$31.2639	\$67,296 \$32.3538	\$69,651 \$33.4861
Nov. 01, 2010 (+ 1%)	Annual Hourly	\$58,160 \$27.9615	\$59,709 \$28.7063	\$61,477 \$29.5563	\$63,467 \$30.5130	\$65,679 \$31.5764	\$67,969 \$32.6774	\$70,348 \$33.8212

APPENDIX “B”

EDUCATION PREMIUMS

A Nurse who is qualified for more than one education premium shall only receive the highest education premium for which the Nurse qualifies in Group A. A Nurse may also qualify for a premium in Group B. A Nurse may also qualify for either or both of the premiums in Group C.

Education premiums shall be pro-rated for Part-Time based on regular hours paid. That is to say that the annual amount will be divided by 2080 hours and will be payable on each bi-weekly pay based on regular hours paid which shall include the straight time hourly equivalent of overtime hours worked to a maximum of the Education Premium entitlement for a Full-Time Position.

EDUCATION PREMIUMS – GROUP A

(a) Post-Graduate Program (Between 450 hours and 900 hours)

Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be a minimum of 450 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay:

- **three hundred thirty-three dollars (\$333.00)**

(b) Post-Graduate Program (In excess of 900 hours)

Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be in excess of 900 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay:

- **six hundred sixty-seven dollars (\$667.00)**

- (c) B.N. or B.Sc.N.

For any Registered Nurse in the Bargaining Unit who holds a B.N. or B.Sc.N., the following premium will be added to the Nurse's regular annual rate of pay:

- **one thousand four hundred forty-five dollars (\$1,445.00)**

- (d) Masters Degree in Nursing

For any Registered Nurse in the Bargaining Unit who holds a Masters Degree in Nursing, the following premium will be added to the Nurse's regular annual rate of pay:

- **one thousand nine hundred sixty-one dollars (\$1,961.00)**

CANADIAN NURSE ASSOCIATION CERTIFICATION PREMIUM – GROUP B

The following premium will be added to the regular annual pay for any Registered Nurse in the Bargaining Unit who is in receipt of a current certification under the Canadian Nurse Association Certification program and who is employed in a capacity utilizing this training, who submits proof of the certification to the Employer, payable each year the certification is current:

- **nine hundred ninety-six dollars (\$996.00)**

NURSING PRACTICE AND NURSING LEADERSHIP PREMIUMS – GROUP C

Nursing Practice and Nursing Leadership premiums are intended to recognize and encourage Nursing leadership activities and are provided as an alternative to former "Special Units".

To be eligible for either premium a Nurse must earn seventy (70) points **for the Nursing Practice Premium and sixty (60) points for the Nursing Leadership Premium points** by participating in Employer approved activities. The initial list of these activities along with the relative weight for each is included in this Appendix for illustrative purposes. It is understood that these initial lists are not exhaustive but will guide the Employer in determining relative point values for other approved activities.

In order for a Nurse to qualify for either premiums s/he must attain **the required** points based on the relative weights assigned to the approved activities. The Nurse must maintain a record of recognized educational or leadership activities completed in the previous 12 month period. The Nurse must submit written proof of these activities to the Employer by October 31st each year.

A Nurse who qualifies for either premium shall be paid an annual supplement of **\$850.00** each, and shall then be paid as a lump sum payment by December 15 in the year to Nurses who achieve the eligibility for them in accordance with Appendix "B". They shall be prorated for Part-time and Casual Nurses based on regular hours worked in the previous 12 month period from November 1st to the prior October 31st for the year of eligibility.

A Nurse may qualify for one of the current education premiums, the new CNA premium and either or both of the new Nursing Practice and Nursing Leadership Premiums.

NURSING PRACTICE PREMIUM – GROUP C **(For illustrative Purposes)**

CERTIFICATION IN A SPECIALTY (25 points)

Defined course of study/evaluation

Not covered by a premium

E.g. Infection Control, Palliative Care, OH&S, Gerontological Nursing, Continuing Care Certificate, PLAR Assessor Course

COURSE IN A SPECIALTY (20 points)

Evaluation/Recertification

National/International standards

E.g. Alzheimer's Disease & Related Dementia Care Course, PIECES, CIM

COURSE IN A SPECIALTY (15 points)

Internally/Externally developed

E.g. Gerontological Courses, Foot Care, Assessment of Frail Elderly

COURSE IN A GENERAL SKILL/THEORY (10 points)

E.g. Non-violent crisis intervention, Documentation, Communication, Information Technology

COURSE IN PROFESSIONAL/PERSONAL DEVELOPMENT (10 points)

E.g. Leadership course, Preceptorship course

WORKSHOP OR CONFERENCE IN A SPECIALTY OR SPECIFIC SKILL/THEORY (10 points)

WORKSHOP OR CONFERENCE IN PROFESSIONAL/PERSONAL DEVELOPMENT (10 points)

INSERVICE/FACILITY BASED EDUCATION SESSIONS (5 points)

E.g. Lunch and Learn, Journal Club, Ethics Rounds

E-LEARNING (5 points)

E.g. Telehealth, public domain modules

NURSING LEADERSHIP PREMIUM – GROUP C
(For illustrative Purposes)

CATEGORIES:

Committee/Task Force Involvement (for Hospital, District, Province, Union, Professional Organization or Association, Agency)

Chair of a committee/task force that meets 9-12 times per year (20 points)
Member of a committee/task force that meets 9-12 times per year (15 points)
Chair of a committee/task force that meets 4-6 times per year (15 points)
Member of a committee/task force that meets 4-6 times per year (10 points)
Chair of a committee/task force that meets 1-3 times per year (10 points)
Member of a committee/task force that meets 1-3 times per year (5 points)
Telehealth Coordinator

Professional Association Involvement

Maintains an active membership in a Professional Association Special Interest Group (e.g. Canadian Association of Gerontological Nurses; Canadian Association of Occupational Health Nurses, Canadian Hospital Infection Control Association etc)

Holds office in a professional nursing organization or special interest: with subheadings for National, Provincial or Local level and further subdivided to recognize if you are President vs. a Member of the Executive.

	President	Executive	Member
National	25 points	20 points	10 points

Provincial/Local	20 points	15 points	10 points
------------------	-----------	-----------	-----------

Publications/Presentations

Publication in a peer-reviewed professional journal or textbook (25 points)
 Publication in a non-peer-reviewed journal (e.g. hospital newsletter, local paper or publication) (10 points)
 Speaker at a National Conference (25 points)
 Speaker at a Provincial Conference (20 points)
 Speaker at a Local Conference (20 points)
 Speaker at a *facility*-based in-service session (10 points)
 Poster Board Presenter at a National Conference (20 points)
 Poster Board Presenter at a Provincial Conference (15 points)
 Poster Board Presenter at a Local Conference (15 Points)
 Poster Board Presenter at a *facility*-based Conference (10 points)

Research

Primary Investigator as part of a multi-site study (25 points)
 Co-Investigator as part of a multi-site study (20 points)
 Primary Investigator of a *facility*/unit based research study (15 points)
 Co-Investigator of a *facility*/unit based research study (10 points)
 Develops a unit specific research proposal (5 points)
 Conducts a literature review as part of a research study (5 points)

Education

Enrolled in PhD Program (minimally taking 2 courses per year) (25 points)
 Enrolled in Masters Program (minimally taking 2 courses per year) (20 points)
 Enrolled in Degree Program (minimally taking 2 courses per year) (15 points)
 Instructor-Level Status for designated courses (e.g. BCLS, PIECES, ARDCC, etc) (10 points)

Unit Resource/Skill/Content Expert Person

Provides support/expertise/oversight for education, skills and information needed by colleagues (e.g. is a content expert for implementation of medication reconciliation project, elder-friendly, Resident-centered care, Wound and Palliative Care) (20 points)

Accepts Additional Leadership Responsibilities

Project lead for new product evaluation (10 points)
Researches/benchmarks new procedures (5 points)
Develops/revises a new policy or procedure (5 points)
Serves as a preceptor 1-3 months per year (15 points)
Serves as a preceptor 4-6 months per year (25 points)
Instructs a designated course at least once per year (10 points)

Special Projects

Involved in a planned endeavour designed and implemented to address a resident, nursing, facility or community health care concern or need. (e.g. QI project to improve resident outcomes) (10 – 20 points depending on scope of project)

APPENDIX “C”

LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

MEMORANDUM OF AGREEMENT #1

Supplementary Leave Credits – Late Career Registered Nurses

Subject to the funding of this provision by the Department of Health, the Employer will grant paid leave of up to 40 hours per year to a Registered Nurse who is in receipt of the Long Service Increment. Scheduling of such leave shall be done by mutual agreement, however, it may not be taken during the summer vacation or the Christmas Holiday period. Such a Registered Nurse may not carry over such credit hours from one year to the next.

MEMORANDUM OF AGREEMENT #2

Uniforms

Where the Employer wishes to introduce a standard uniform for Nurses, the Employer shall meet with the Union to establish an MOA. The Acute Care **Article 8.18 – Nurse Identity** shall form the basis of the MOA.

MEMORANDUM OF AGREEMENT #3

Dental Benefits

The parties agree that dental benefits will be made available to all eligible permanent Nurses in the bargaining unit in accordance with the following:

1. The Employer will make every effort to make Dental benefits available to eligible permanent Nurses in the bargaining unit effective January 1, 2014. However, the Dental benefits will be made available not later than March 31, 2014.
2. Subject to the eligibility requirements of the plan selected by the employer,

participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The employer will receive input through the UMCC committee before making a final decision on plan selection. The intent of this provision is to endure that the selection of dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.

3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Nurse.

APPENDIX “D”
CLINICAL CAPACITY REPORT

EMPLOYER NAME: _____

FACILITY: _____

(1) NAME: _____ Date of Occurrence: (YYYY/MM/DD): _____

UNIT: _____ SHIFT/TIME OF OCCURRENCE: _____

(2)	STAFFING (NUMBERS)	SCHEDULED:	THIS SHIFT:
	RN's _____	_____	_____

	LPN's _____	_____	_____
	OTHER _____	_____	_____

(3) Number of Residents on Unit: _____

(4) Describe situation affecting safe and adequate care of residents:

(5) Detail actions you took in response to the workload situation to address resident needs:

Date: (YYYY/MM/DD) & Time of Submission

Signature

Original to Employer
Cc: Local Union President, Nurse

GUIDELINES FOR USE

- (1) A Nurse who believes that adequate and safe care of residents cannot be provided because of that Nurse's workload, shall bring the matter to the attention of the immediate Supervisor. If the matter is not satisfactorily resolved, the Nurse may file a written report (Clinical Capacity Form) which shall be submitted to the Employer.
- (2) Briefly outline:
 - (a) the work situation; and
 - (b) identify specific problem(s). If the form does not provide sufficient space, please add further information on a separate sheet.
- (3) **DO NOT** identify any names of individuals involved in the incident described; use Dr. X or client/resident A.
- (4) Clinical Capacity Reports are not intended to replace any incident report form or other internal documentation required under Employer Policies.