

MEMORANDUM OF AGREEMENT

BETWEEN

SEAVIEW MANOR CORPORATION

(hereinafter referred to as the "Employer")

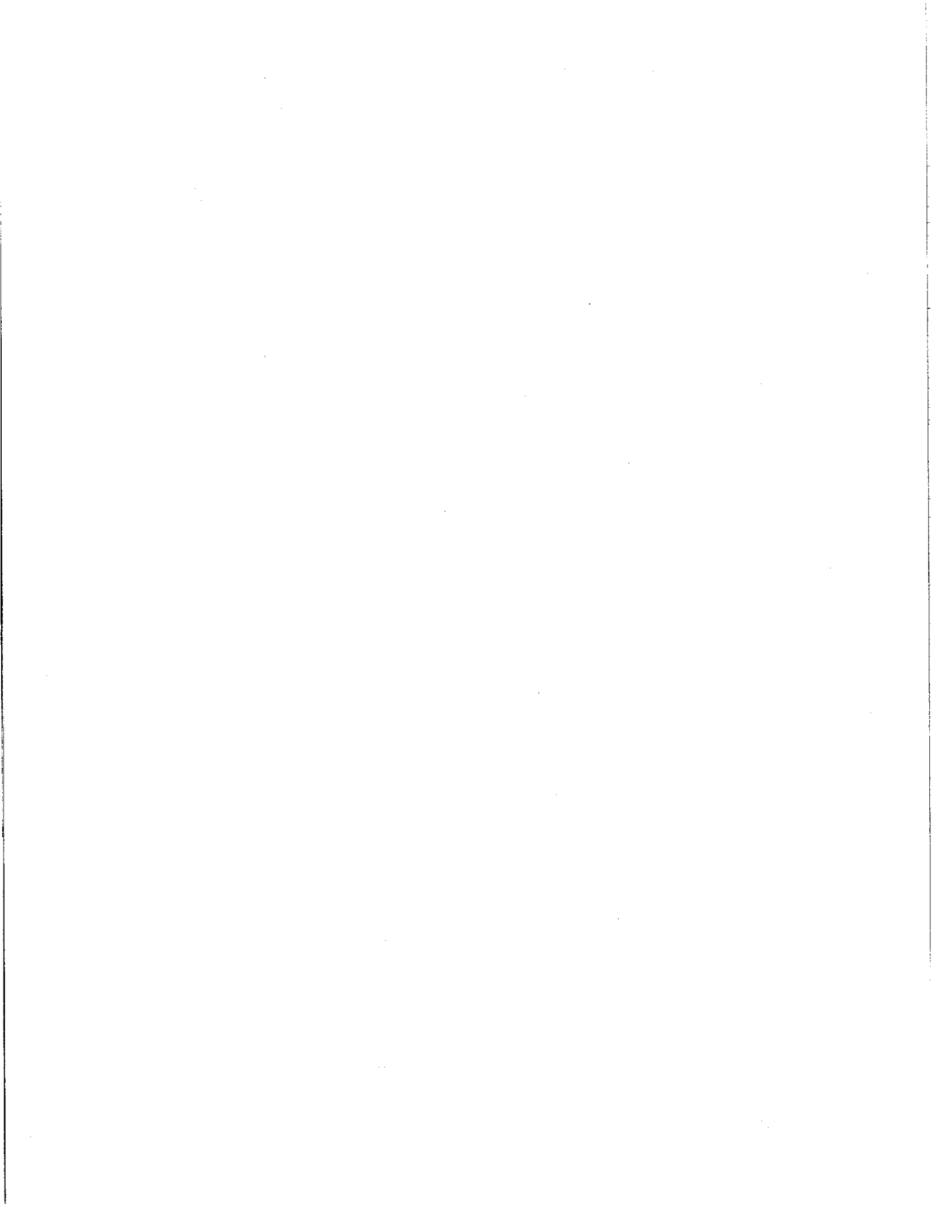
AND

THE NOVA SCOTIA NURSES' UNION

(hereinafter referred to as the "Union")



November 1, 2012 - October 31, 2014



1. Article 32 -- Term of the Agreement

November 1, 2012 – October 31, 2014

2. RN Wage Rate Adjustments

Effective November 1, 2012 – a 2.5% general economic increase.

Effective November 1, 2013 – a 3% general economic increase.

Replace current Appendix "A" with the attached Appendix "A". Effective November 1, 2012, each Registered Nurse's initial placement on the new Appendix "A" will be at the same step on that grid that she occupied on the old grid on October 31, 2012 followed by the application of Article 8.01(a) of the new Collective Agreement.

3. Shift and Weekend Premiums

Effective October 31, 2014 these premiums in clauses 8.09 and 8.10 of the Collective Agreement will increase from \$1.75 per hour to **\$1.85** per hour.

4. Appendix "B" - Nursing Practice and Nursing Leadership Premiums - Group C

Change "seventy (70)" to "sixty (60)" in the 2nd and 3,d paragraphs.

5. Subject to the above amendments specific in this Memorandum of Agreement, all other provisions of the Collective Agreement between the parties signed April 4, 2012 expiring October 31, 2011, with attached five Memoranda of Agreement, are confirmed as extended until October 31, 2014.

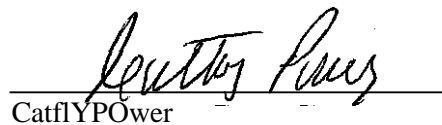
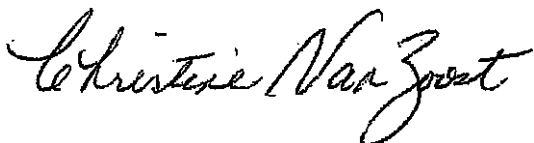
IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement on the .dt._ day of 11/6att#ZC, 2014.

FOR THE UNION:

FOR THE EMPLOYER:



Janet Hazelton, President


CatflyPower

Christine VanZoost

APPENDIX "A"
CLASSIFICATIONS AND PAY SCALES
Hourly Rates (Approximate Annual Equivalents for Full-Time)

Hourly Rate is Determined by 2080 Hours

RN-1

		Start
October 31, 2012	Annual Hourly	\$52,759 \$25.3649
November 1, 2012 (2.5%1	Annual Hourly	\$54,078 \$25.9992
November 1, 2013 (3%)	Annual Hourly	\$55,701 \$26.7792

RN-2

		Start	Year 1	Year 2	Year 3	Year 4	Years	Year 25
October 31, 2012	Annual Hourly	\$60,664 \$29.1654	\$62,461 \$30.0293	\$64,483 \$31.0014	\$66,730 \$32.0817	\$69,056 \$33.2000	\$71,473 \$34.3620	\$73,975 \$35.5649
November 1, 2012 12.5%)	Annual Hourly	\$62,181 \$29.8945	\$64,022 \$30.7799	\$66,095 \$31.7762	\$68,399 \$32.884	\$70,783 34.0302	\$73,260 \$35.2212	\$75,824 \$36.454
November 1, 2013 13%1	Annual Hourly	\$64,046 \$30.7913	\$65,943 \$31.7033	\$68,077 \$32.7295	\$70,451 \$33.8705	\$72,906 \$35.0511	\$75,458 \$36.2778	\$78,099 \$37.5476

COLLECTIVE AGREEMENT

BETWEEN

SEAVIEW MANOR CORPORATION
(hereinafter called the "Employer")

- and -

THE NOVA SCOTIA NURSES' UNION

November 1, 2009 - October 31, 2011

CJ

ARTICLE 1: PREAMBLE..... 1

ARTICLE 2: RECOGNITION 1

ARTICLE 3: MANAGEMENT RIGHTS 1

ARTICLE 4: DEFINITIONS..... 2

4.1 Registered Nurse 2

4.2 Temporary License and Transitional License..... 2

4.3 Nurse..... 3

4.4 Union 3

4.5 Local Union..... 3

4.6 Union Management Consultation Committee..... 3

4.7 Employer 3

4.8 Regular Position..... 3

4.9 Regular Nurse 3

4.10 Full-Time Nurse 3

4.11 Part-Time Nurse 3

4.12 Casual Nurse 3

4.13 Temporary Position 3

4.14 Service..... 4

4.15 Promotion 4

4.16 Probationary Period..... 4

4.17 Reassignment..... 5

4.17 5

4.18 Mutual Agreements..... 5

4.19 Immediate Family..... 5

4.20 Spouse 5

4.21 Anniversary Date for a Regular Nurse 5

ARTICLE 5: UNION REPRESENTATION AND UNION LEAVES 6

5.00 Designated Representatives 6

5.01 6

5.2 Assistance of NSNU Representative..... 6

5.3 Notice of Participants..... 6

5.4 Local Bargaining Committee 6

5.5 Provincial Negotiating Committee..... 7

5.6 Reproduction of the Collective Agreement 7

5.7 Union Leave 7

5.08 7

5.09 8

5.10 Leave of Absence for the Full-Time President 8

5.11 Union Orientation..... 8

5.12 Bulletin Boards 8

ARTICLE 6: UNION DUES AND UNION SECURITY 8

6.1 Membership 8

6.2 Union Dues Deductions..... 9

ARTICLE 7: HOURS OF WORK 9

7.00 - 7.01 9

7.02 -7.06 10

-.:.)

7.07 Nursing Coverage..... 10
7.08..... 10
7.09 Meal and Rest Breaks 10
7.10 - 7.14 11
7.15 Call Back..... 12
7.16 Semi-Annual Time Change 12
7.17 12

ARTICLE 8: SALARIES, INCREMENTS, PRBMIUMS 12

8.1 Recognition of Previous Experience..... 12
8.2 Movement on mcrement Scale 13
8.02..... 13
8.3 Pay Day..... 13
8.4 Pay Practices..... 14
8.05..... 14
8.6 Relief in Management Classification 14
8.7 Collection of Blood Samples 14
8.8 Facility Responsibility Pay 14
8.9 Shift Premiums..... 14
8.10 Weekend Premium 15
8.11 New Classification 15
8.12 Retroactivity 15
8.13 15

ARTICLE 9: LEAVE OF ABSENCES 15

9.1 Leave Without Pay 15
9.2 Working during Leave of Absence 16
9.3 Return from Leave of Absence 16
9.4 Bereavement Leave 16
9.5 Compassionate Care Leave 17
9.6 Court Leave 18
9.7 Public Office Leave..... 19
9.8 Leave of Absence for Education 19
9.9 Leave for Storm Conditions..... 20

ARTICLE 10: VACATIONS & HOLIDAYS 20

101 Annual Vacation..... 20
102 Annual Vacation Pay..... 21
103 Annual Vacation Usage Date 21
104 Pay-Out of Unused Annual Vacation..... 21
10.04 - 10.07 21
10.08 22
10.09 Holidays 22
10.10..... 22
1011 Paid Holiday Leave Credits..... 22
1012 Holiday Premium Pay 22
10.13..... 22
10.14 - 10.17 23
10.18 Holiday and Sick Leave Pay..... 23

ARTICLE 11: SENIORITY..... 24

11.00 Regular Seniority..... 24

11.01 Casual Nurse in a Temporary Position Appointed to a Regular Position..... 24

11.02..... 24

11.3 Seniority Lists..... 24

11.4 Loss of Seniority and Employment 24

11.5 Loss of Seniority..... 25

11.06 - 11.08 25

11.09 New Employee 25

ARTICLE 12: VACANCIES AND PROMOTIONS 26

12.00 26

12.01..... 26

12.02 Trial Period..... 26

ARTICLE 13: PREGNANCY, PARENTAL and ADOPTION LEAVE 26

13.1 Pregnancy/Birth Leave 26

13.2 Pregnancy Leave Notice..... 27

13.3 Pregnancy Leave - Employer Requirement..... 27

13.4 Pregnancy Sick Leave 27

13.5 Vacation, Sick Time and Holiday Credits 28

13.6 Pregnancy/Birth Allowance..... 28

13.7 Parental and Adoption Leave..... 29

13.8 Parental and Adoption Leave Allowance..... 30

13.9 Pregnancy/Birth and Parent and Adoption Leave Deferral..... 31

13.09 Return to Work 31

13.10 Service and Seniority Continuation..... 31

13.11..... 31

13.12 Special Leave - Birth 31

13.13 Special Leave - Adopted Child..... 31

13.14 Bridging of Services..... 32

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE 32

14.00 - 14.02 32

14.03 33

14.4 Termination of Employment..... 33

14.5 Policy or Group Grievance..... 33

14.6 Employer Grievance 33

14.07 - 14.09 33

14.10 - 14.11 34

14.12 Time Limit - Extension 34

ARTICLE 15: STAFF DEVELOPMENT 34

15.1 Letter of Appointment 34

15.2 Position Descriptions..... 34

15.02 - 15.04 34

15.5 Required Education 34

15.6 Voluntary Continuous Learning..... 35

15.7 Technological Change..... 35

ARTICLE 16: HEALTH AND SAFETY 36

16.00 36

16.01 Participation in Joint Occupation Health and

0

Q

)

Index | Page

	Safety Committee	36
16.02	Injury on Duty - WCB.....	36
16.03	Sick Leave While Waiting for Workers' Compensation Benefits.....	36
<u>ARTICLE 17:</u>	<u>WORKLOAD CONCERNS.....</u>	<u>37</u>
<u>ARTICLE 18:</u>	<u>STAFF HEALTH AND SAFETY</u>	<u>37</u>
<u>ARTICLE 19:</u>	<u>RETIREMENT ALLOWANCE AND PENSION BENEFITS.....</u>	<u>38</u>
	19.00 Retirement Allowance	38
	19.01	38
	19.02 Group Plans	38
	19.03 Registered Nurse Retention Bonus.....	38
	19.04 Retiree Recruitment Incentive	39
<u>ARTICLE 20:</u>	<u>SICK LEAVE, GROUP BENEFITS AND LONG TERM DISABILITY</u>	<u>39</u>
	20.1 Sick Leave	39
	20.2 Sick Leave Benefits	39
	20.3 Sick Leave Pay	39
	20.4 Earning Sick Leave	39
	20.5 Sick Leave Statement	39
	20.6 Evidence of Illness	40
	20.7 Leaving Work Due to Illness or Crisis	40
	20.8 Union Representation	40
	20.9 Sick Leave - Personal Emergencies	40
	20.10 Sick Leave and LTD	40
	20.11 Personal Preventative Medical/Dental Care	40
	20.12 Return to Work from Sick Leave.....	40
	20.13 Payment for Medical Tests or Examinations.....	41
	20.14 Confidentiality of Health Information.....	41
<u>ARTICLE 21:</u>	<u>SUCCESSOR EMPLOYER</u>	<u>41</u>
<u>ARTICLE 22:</u>	<u>PORTABILITY OF BENEFITS.....</u>	<u>42</u>
	22.00 Nurse Mobility	42
<u>ARTICLE 23:</u>	<u>TERMINATION OF EMPLOYMENT</u>	<u>42</u>
	23.00 - 23.03	42
	23.04	43
	23.05 Disciplinary Record.....	43
	23.06	43
<u>ARTICLE 24:</u>	<u>MISCELLANEOUS</u>	<u>43</u>
<u>ARTICLE 25:</u>	<u>ALCOHOL AND DRUG DEPENDENCY</u>	<u>43</u>
<u>ARTICLE 26:</u>	<u>PERFORMANCE REVIEWS AND EMPLOYEE FILES</u>	<u>44</u>
	26.00 Performance Appraisal	44
<u>ARTICLE 27:</u>	<u>PROHIBITION OF DISCRIMINATION.....</u>	<u>44</u>
<u>ARTICLE 28:</u>	<u>WEEKEND NURSE.....</u>	<u>44</u>
<u>ARTICLE 29:</u>	<u>UNION MANAGEMENT CONSULTATION COMMITTEE</u>	<u>44</u>
<u>ARTICLE 30:</u>	<u>LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT.....</u>	<u>45</u>
<u>ARTICLE 31:</u>	<u>NO STRIKE/NO LOCKOUT</u>	<u>45</u>
<u>ARTICLE 32:</u>	<u>TERM OF AGREEMENT</u>	<u>46</u>

)

Index !Pa ge 5

-----"-----

APPENDIX "A" SALARY SCALES..... 47

 RN1.....47

 RN2.....47

APPENDIX "B" MEDIORANDUM OF AGREEMENT • EDUCATION PREMIUMS ...48

APPENDIX "C" MEMORANDA OF AGREEMENT .:.:..... 53

)

.)

- (a) plan, direct, control and schedule the operations of the Employer;
 - (b) determine the location(s) of operations, their expansion or curtailment;
 - (c) introduce new or improved methods, facilities or equipment;
 - (d) determine the work required for the efficient operation of the Employer;
 - (e) sole and exclusive jurisdiction over all operations, buildings, machinery- or equipment;
 - (f) direct the workforce, determine the levels of employment required at any time and the amount of supervision necessary, determine the content of the jobs and the qualifications and competence necessary to perform them, establish work schedules and standards of performance;
 - (g) maintain order, discipline, and efficiency and, from time to time, establish rules, regulations, policies and practices to be observed by its Employees and to enforce their application;
 - (h) select, hire, classify, evaluate, assign to shifts, transfer, promote, lay-off, and recall from lay-off;
 - (i) discipline, suspend, and dismiss employees for just cause;
- U) retire employees. This right will be exercised on an individual, case by case assessment basis.

3.02 No Nurses shall be laid off or have regular hours reduced as a result of the Employer contracting out work normally done by the bargaining unit except during emergency situations.

ARTICLE 4: DEFINITIONS

4.1 **Registered Nurse** is a Nurse who is currently registered with the College of Registered Nurses of Nova Scotia and is employed at Seaview Manor as a Registered Nurse.

4.2 **Temporary License and Transitional License**

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). 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.

- 4.3 **Nurse** is an employee included in the Bargaining Unit described in Article 2.00.
- 4.4 **Union** means the Nova Scotia Nurses' Union.
- 4.5 **Local Union** means the Seaview Manor Local of the Nova Scotia Nurses' Union.
- 4.6 **Union Management Consultation Committee** means the Committee established in Article 29 of the Collective Agreement.
- 4.7 **Employer** is Seaview Manor Corporation.
- 4.8 **Regular Position** 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.
- 4.9 **Regular Nurse** is a Nurse who occupies a permanent Part-time or permanent Full-time position as an employee of the Employer.
- 4.10 **Full-Time Nurse** is 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.
- 4.11 **Part-Time Nurse** is 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.
- 4.12 **Casual Nurse** is a Nurse who works on a day to day basis as needed. The benefits of this Agreement do not apply to the Casual Nurse except that he or she receives the rate of the 3rd year salary plus an additional 6% in lieu of vacation and holiday benefits.
- 4.13 **Temporary Position**
- (a) is a position that the Employer has determined will be in excess of eight 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 full or part-time Nurse.
 - (b) A Nurse filling a Temporary Position shall earn the vacation, holiday and sick leave benefits of the Agreement on a pro rata basis to a full-time Nurse's regular hours paid, which shall include the straight time hourly equivalent of overtime hours worked, to a maximum of the entitlement for those benefits of a Regular Position. All other provisions of the Collective Agreement as are applicable to a Regular Nurse shall apply to a Nurse in a Temporary Position for the duration of the Temporary Position unless specified otherwise.
 - (c) A Nurse filling a Temporary Position shall be entitled to participate in the Benefit Plans in accordance with the terms of eligibility and other requirements of the respective Plans.

- (d) Where the Temporary vacancy is for a period of eight 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.
- (e) 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, where available, 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, where available, (or if it has been discontinued, to an equivalent position), and salary, without loss of seniority.
- (t) A Regular Nurse in a Temporary Position remains 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, where available, (or if it has been discontinued, to an equivalent position).

4.14 **Service**

- (a) Refers to a continuous employment relationship, commencing on first shift worked in the Nurse's most recent employment as a Registered Nurse with the Employer, subject to the provisions of Article 22 (Portability).
- (b) A Casual Nurse who becomes a Regular Nurse shall have hours paid as a Casual Registered Nurse with the Employer commencing on the first shift worked in the most recent employment relationship as a Casual Registered Nurse with the Employer converted to service for the purpose of vacation earning only on the basis of 2080 hours paid equalling one (1) year of service.

4.15 **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.

4.16 **Probationary Period**

- (a) means that period for newly hired Regular Nurses for 720 hours worked. Employment may be confirmed or terminated at any time during this period at the sole discretion of the Employer. 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 Arbitration Board's or 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 Employer within six (6) months of her resignation shall be required to serve a probationary period for 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.
- 4.16 **Reassignment** is when a nurse is assigned to another role. Nurses shall only be reassigned for the purpose of efficient home operation, and the proper care of residents. Alleged misuse of reassignments may be dealt with in accordance with the grievance procedure.
- 4.17 For the purpose of this Agreement, the female shall be deemed to include the male and vice versa and the singular deemed to include the plural and vice versa, as the context may require.
- 4.18 **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.
- 4.19 **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 and legal guardian. 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.
- 4.20 **Spouse** means a Nurse's legal marriage partner or a live-in partner who has been identified in writing by the Nurse to the Employer as the Nurse's spouse. This includes a same-sex partner for all purposes under this Collective Agreement, but subject to the eligibility provisions and other requirements of the respective Benefit Plans.
- 4.21 **Anniversary Date for a Regular Nurse** means the date of the first shift worked in a Regular position, subject to Article 8.01.

ARTICLE 5: UNION REPRESENTATION AND UNION LEAVES

5.00 Designated Representatives

The Union shall provide the Employer with a written 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 each Union position, the general role of the designation and the duration of the appointment.

5.01

- (a) The Employer recognizes the right of the Local Union to elect representatives.
- (b) A Nurse referred to in paragraph (a) 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 this Agreement.
- (c) When performing those functions, 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.

5.2 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.

5.3 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.

5.4 Local Bargaining Committee

Up to three (3) employee representatives designated by the Union shall not suffer loss of pay or benefits while involved in direct negotiations of a collective agreement between the Employer and the Union.

5.5 Provincial Negotiating Committee

- (a) In the event that a Nurse is a member of the Provincial Negotiating Committee ("PNC"), if there is no additional cost to the Employer, the Employer will make reasonable efforts to accommodate time off for the Nurse to participate in Union caucus meetings and direct negotiations with any multiple employer group bargaining table. A minimum of four (4) weeks written notice will be given where reasonably practicable.
- (b) At the request of the 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 Union for all such costs, unless a cost sharing arrangement is agreed to by the Employer(s) and the Union. The Union shall pay the invoice within thirty (30) days of its receipt.

5.6 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 Union and the Employer.

5.7 Union Leave

- (a) Subject to operational requirements, including, but not limited to, the Employer's ability to obtain a replacement at no additional cost or premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request, the Employer shall grant a leave of absence without pay for one (1) Nurse chosen to represent the Nurses' Union at the Annual and/or Provincial Meetings;
- (b) 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, including, but not limited to, the Employer's ability to obtain a replacement at no additional cost or premium pay and provided the Nurse(s) has given a minimum of four (4) weeks written advance notice;
- (c) Subject to operational requirements, including, but not limited to, the Employer's ability to obtain a replacement at no additional cost or premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice, the Employer shall grant leaves of absence without pay for a member of the Union Board of Directors, or Provincial Committee, (except the Provincial Negotiating Committee which is governed by Article 5.05) to attend such Board or Committee meetings.

5.08 Periods during which a Nurse is on a leave of absence for Union business granted pursuant to the provisions of this Agreement shall be deemed to be time paid equal

X

, ..)
.

to the number of regular hours that the Nurse would have been scheduled to work but for the leave, for the purpose of service, seniority and earning of benefits.

- 5.9 At the request of the 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 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 Union shall pay the invoice within thirty (30) days of receipt of the invoice.

5.10 Leave of Absence for the Full-Time President

Subject to operational requirements, including, but not limited to, the Employer's ability to obtain a replacement at no additional cost or premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice, 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) While the Nurse is serving as President, the Nurse's service and seniority will continue to accrue.
- (c) Upon expiration of her or his term of office, the Nurse shall be reinstated in the position she or he held immediately prior to the commencement of the leave, if available (or if it has been discontinued, to an equivalent position).

5.11 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.

5.12 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.

ARTICLE 6: UNION DUES AND UNION SECURITY

6.1 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.

6.2 Union Dues Deductions

It shall be a condition of employment for all Nurses in the Bargaining Unit to have the dues deducted from their salary bi-weekly 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.

- 6.3 The Union shall advise the Employer in writing of the amount of dues payable.
- 6.4 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.
- 6.5 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.
- 6.6 The Union shall indemnify and save the Employer harmless from any liability arising out of deductions made in accordance with Article 6.01 herein.
- 6.7 The Employer shall endeavour to advise a representative of the Local Union of all appointments, leaves of absence, resignations, and retirements.
- 6.8 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.

ARTICLE 7: HOURS OF WORK

- 7.1 Except as otherwise specified in the Agreement, the hours of work for Full Time Nurses shall average eighty (80) hours per two (2) week period, consisting of shifts that are:
- (a) eight (8) hour shifts inclusive of a forty-five (45) minute meal break and inclusive of two (2) fifteen (15) minute rest breaks or one (1) thirty (30) minute break, or
 - (b) twelve (12) hour shifts inclusive of forty-five (45) minute lunch break, one half (!) hour break for second meal and inclusive of two fifteen (15) minute rest periods or one (1) thirty (30) minute break.
- 7.2 Schedules of hours to be worked shall be posted four (4) weeks in advance of the schedule to be worked. The schedule will cover a minimum of four (4) weeks. Before schedules are drawn up, a Nurse requiring specific days off shall submit in writing a

request for such days off. Her preference shall be granted wher(a)ever possible. It shall be permissible for two Nurses to change their days off, or their shifts where mutually agreeable with consent of management which consent will not be unreasonably withheld.

- 7.3 The assignment of Nurses to work rotating shifts (days, evenings and nights) shall be done on an equitable basis. This does not preclude a Nurse from being continuously assigned to an evening or night shift if it is agreeable to both the Nurse and the Employer.
- 7.4 If possible, each Nurse shall receive every second weekend off, unless another arrangement has been mutually agreed upon by the Nurse and the Employer.
- 7.5 Each nurse shall have four (4) days off within each two week period to be given inno more than two segments.
- 7.6 Any Nurse required to work a double shift will be granted at least the following twenty-four (24) hours off unless mutually agreed otherwise.
- 7.7 Part Time Nurses who have requested in writing shall be given the first opportunity to work any available shifts before any Casual Nurse is called into work.

7.8 **Nursing Coverage**

Nurses agree to maintain nursing coverage for all units during the shift change, subject to the overtime provisions of Article 7. 10.

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

7.9 **Meal and Rest Breaks**

- (a) The Employer shall make reasonable efforts 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.
- (b) Subject to operational requirements, the Employer shall make reasonable efforts 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.
- (c) Nurses shall be permitted to combine meal and/or rest break(s) where operationally possible.
- (d) Operational requirements may require that Nurses remain on the nursing unit or within the facility for their designated meal and/or rest break(s).

- (e) Where in the Employer's opinion 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 portion of the rest and meal break(s) missed.

7.10

- (a) Time Authorized by the Employer worked in addition to the regular scheduled daily shifts or time worked in a bi-weekly pay period that is in excess of eighty (80) hours (but overtime caused by the same hours worked will not be paid twice), shall be compensated at the rate of one and one half times (1.5 x) the Nurse's regular hourly rate for the overtime worked.
- (b) A Nurse who on a shift works in excess of four (4) continuous hours overtime shall be compensated at a rate of two times (2x) the Nurse's regular hourly rate for the overtime worked in excess of the first (1st) four (4) hours of overtime.
- (c) 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.
- (d) A Nurse may take time off in lieu of overtime worked at the applicable overtime rate if agreeable to the Nurse and the Employer.
- (e) The provisions of this clause 7.10 shall apply to a Regular Part Time Nurse.

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

7.12

- (a) Nurses working overtime will be provided with a meal in accordance with the Employer's policy.
- (b) Where it is known to the Employer that a daily 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.

7.13 There shall be a minimum of twelve (12) hours between regularly scheduled shifts, unless another arrangement has been mutually agreed to by the Nurse and the Employer.

7.14 Unless due to emergency circumstances it is not feasible to do so, the Employer shall advise any Nurse of an intended change in the Nurse's schedule as soon as it is known by the Employer.

- (a) 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 is changed or the calendar date of the shift is changed.
- (b) 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 7.10J of this Collective Agreement.

7.15 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 7.10, whichever is greater.

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.

- 7.17 The regular hourly rate will be determined by dividing the Nurse's yearly rate by 2080 hours.

ARTICLE 8: SALARIES, INCREMENTS, PREMIUMS

8.1 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 or more 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".

8.1 **Movement on Increment Scale**

- (a) 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".
- (b) The original Anniversary Date is portable pursuant to the provisions of Article 22.
- (c) When a Nurse is appointed to a position with a higher classification and pay scale, the original Anniversary Date does not change. The Nurse is appointed to the level on the increment scale appropriate to his or her Anniversary Date.
- (d) A Nurse must commence a new Anniversary Date if she or he assumes a new professional designation.

8.2 A Nurse shall receive vacation pay on the last office day preceding her vacation, provided she gives three (3) weeks' written notice.

8.3 **Pay Day**

- (a) 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

- (b) In the event that an error made by the Employer results in a Nurse not receiving four (4) or more hours of 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 been identified.
- (c) Pay day shall be every second Thursday.

8.4 **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.

- 8.5 Eligible Nurses will be paid the applicable education premiums as set out in Appendix "B".

8.6 **Relief in a Management Classification**

In the absence of both the Director of Resident Care and the Assistant Director of Resident Care on any day shift (excluding weekends), the most senior Nurse on duty will be assigned to temporarily fulfill selected management functions during such absence and shall be compensated at the rate of ninety-three (93) cents per hour for each hour worked, in addition to the Nurse's regular rate commencing from the first hour of such assignment.

8.7 **Collection of Blood Samples**

Nurses who are required to take blood samples shall receive an additional five dollars (\$5.00) for the shift. This does not include glucometer.

8.8 **Facility Responsibility Pay**

In the absence of Management staff, the Employer may designate a Registered Nurse to be responsible for the facility. If designated, the RN will receive a premium of one dollar (\$1.00) per hour for each hour worked with the designated responsibility.

8.9 **Shift Premium**

A shift differential premium of one dollar and fifty cents (\$1.50) 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 seventy-five cents (\$1.75) per hour effective October 31, 2011. Upon receipt of funds from the Department of Health, the Employer will pay the eligible Nurses the adjustment arising from retroactivity of this premium effective from October 31, 2011.

8.10 Weekend Premium

A weekend premium of one dollar and fifty cents (\$1.50) 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 seventy-five cents (\$1.75) per hour effective October 31, 2011. The weekend premium shall be paid in addition to the shift differential premium. Upon receipt of funds from the Department of Health, the Employer will pay the eligible Nurses the adjustment arising from retroactivity of this premium effective from October 31, 2011.

8.11 New Classification

Should a new classification within the Bargaining Unit be created 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. If the parties are unable to agree upon the rate of pay, the Employer will set the rate which shall be effective until conclusion of negotiations for the renewal of this Agreement. The salary when determined will be retroactive to the date on which the successful candidate commenced work in that classification.

8.12 Retroactivity

Retroactivity shall only apply to provisions of the salary adjustment in Appendix "A", annexed hereto. The Employer will endeavour to compute and pay the salary adjustments for each Nurse as expeditiously as reasonably possible. Otherwise, the remaining provisions of this agreement become effective on the date of its signing.

8.13 Nurses who have left the employ of the Employer between November 1, 2009 and the date of signing of this Agreement shall have thirty (30) days after the date of signing of this Agreement to apply in writing for any retroactive pay to which they are entitled under the terms of this Agreement.

ARTICLE 9: LEAVE OF ABSENCES

9.1 Leave Without Pay

- (a) Subject to operational requirements, the Employer may grant a leave of absence without pay requested for legitimate personal reasons. The request will not be unreasonably denied.
- (b) A request by a Nurse for a leave of absence without pay in order to pursue alternate employment with another employer may be denied or granted by the Employer at its sole discretion.
- (c) Nurses shall be entitled, during the above unpaid leave of absence, to continue participation in the Benefit Plans, subject to eligibility and the other requirements of the specific Benefit Plans, provided the Nurse pays 100% of

the cost of the participation (both the Employer and Nurse portions) in the Benefit Plans.

9.1 Working During Leave or Absence

- (a) A Regular Nurse may choose to work for the Employer while on an unpaid Leave of Absence granted pursuant to this Agreement. 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 unpaid leave, the Nurse maintains the status of a Regular Nurse on Leave.
- (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 (see clause 4.11).

9.2 Return From Leave or Absence

- (a) Before a Nurse may return to work from a leave granted pursuant to Articles 5.10, 9.00, 9.06, or 9.07, 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.
- (b) Upon return from an approved Unpaid Leave of Absence, a Nurse shall be reinstated to her or his former position unless the position has been discontinued, in which case the Nurse shall be appointed to an equivalent position.
- (c) 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.

9.3 Bereavement Leave

Immediate Family is defined in Article 4.19 and repeated 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.

The "in law" and "step-relative" relationships referred to in this provision will only be considered "Immediate Family" in cases where it is a current relationship at the time of the death. Except where it is clear that a relative of a Nurse's spouse is intended, e.g. "step-child," any relative, including legal guardian, described in this clause, refers

only to a relative of the Nurse, e.g. reference in this clause to "aunt" means only the sister of the Nurse's mother or father and does not include the spouse of the Nurse's uncle.

- (a) In the event of a death in the Nurse's Immediate Family, the Nurse shall be granted five (5) consecutive days leave of absence commencing at midnight of the day of the death. The Nurse shall be paid for up to forty (40) hours of those 8 or 12 hour shifts she or he would normally be scheduled to work during those five (5) days leave if the death had not occurred.
- (b) Up to two (2) consecutive days bereavement leave with pay for up to sixteen (16) hours of those 8 or 12 hour shifts she or he would normally be scheduled to work during those two (2) days leave if the death had not occurred, 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(s) is one of the Nurse's normally scheduled working days.
- (c) A Nurse who is on a leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.
- (d) A Nurse when for any reason other than bereavement leave would not be considered to be at work, if a death in the immediate family should occur, shall not be eligible for bereavement leave with pay.
- (e) If a death occurs in the immediate family of a Nurse when that Nurse is at work, the Nurse shall, in addition to the up to forty (40) hours of pay referred to in (a) above, receive pay for the remainder of her tour of duty for that day.

9.4 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:

- 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
- any other person defined as "family member" by regulations made pursuant to the *Labour Standards Code*, as amended from time to time

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical

C)

1 - ,

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.

- (b) 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.

- (c) The Employer shall grant to the Nurse the option of maintaining membership in the benefit plan 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.
- (d) 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.

9.5 Court Leave

Leave of absence from scheduled shifts 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:

- (a) to serve on a jury; (including the time spent in the jury selection process); or
- (b) by subpoena or summons to attend as a witness in any proceedings for a matter related to the Nurses' own employment:
- (i) in or under the authority of a court or tribunal; or

- (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.
- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked. This provision (c) is applicable to a Casual Nurse provided the Casual Nurse is appearing as a witness for the Employer.
- (d) The leave of absence shall be sufficient in duration to permit the Nurse to fulfill the witness or jury obligation.
- (e) 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.
- (f) The Nurse shall advise the Employer immediately after receipt of a jury notice or subpoena.
- (g) Whenever practical, a Nurse will be expected to report for work after reporting for jury service unless they are actually serving. A Nurse must receive a letter from the clerk of the Court showing the time served.

9.6 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 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.
- (c) 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.

9.7 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 skills and requirements of the work of the Employer.

- (b) A Nurse on Education Leave shall retain those benefits which were earned by her up to the time the Nurse commenced the leave of absence but no benefits will be earned while on such leaves except that 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 appointment 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 provisions set out in Article 9.01.
- (e) Subject to the eligibility provisions and other requirements 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.

9.8 Leave for Storm Conditions

It is the responsibility of the Nurse to make every reasonable effort to arrive at work as scheduled, however, during storm conditions, when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Nurse has the option to:

- (a) take the absent time as unpaid; or
- (b) deduct the absent time from any unused earned overtime, holiday or vacation credits; or
- (c) when the Nurse has no unused overtime, holiday or vacation credits, the Nurse may, with prior approval of the Employer, make up the absent time as the scheduling allows.

ARTICLE 10: VACATIONS & HOLIDAYS

10.00 Annual Vacation

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 be hours paid by the Employer which shall include the straight time hourly equivalent of overtime hours worked to the applicable maximum annual vacation entitlement as set out below.

For the purpose of moving from one level of vacation earning to the next, the Nurse's years of continuous employment shall be calculated on March 31 of each year (the cut-off date).

Vacation credits shall be earned by the Nurses on the following bases:

- (a) Effective the date of hire, vacation shall be earned at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of 120 hours.
- (b) After one year of employment, vacation shall be earned at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of 120 hours.
- (c) After five (5) years of employment, vacation shall be earned at the rate of one (1) hour of vacation credit for each 13.000 regular hours paid to a maximum of 160 hours.
- (d) After fifteen (15) years of employment, vacation shall be earned at the rate of one (1) hour of vacation credit for each 10.400 regular hours paid to maximum of 200 hours.

101 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.

102 Annual Vacation Usage Date

Subject to 10.03, all earned vacation shall be used by March 31st (i.e., by the last day of the April 1 - March 31 vacation year).

103 Pay-out of Unused Annual Vacation

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 will pay out any earned but unused vacation by March 31.

104 Regular Nurses shall be given a statement of their vacation credits on May 1st of each calendar year.

105 Sick leave shall be substituted for vacation where it can be established by a Nurse to the Employer's satisfaction that an illness, or the effects of an accident, occurred prior to and continued into her scheduled vacation or that the Nurse was hospitalized during her scheduled vacation, in which event the vacation substituted for shall be rescheduled at another time agreeable to the Nurse and the Employer.

106 The vacation schedule for each Nurse shall be posted by May 31st of each year.

O

CJ

' _)

10.07 Where possible, a Nurse shall have the weekend prior to her vacation off if contiguous with the start of her scheduled vacation.

10.08 The Employer will make reasonable efforts not to require a nurse to return to 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.

10.09 **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 Sunday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. July 1 | 11. Boxing Day |
| 6. Davis Day (local Holiday) | |

10.10 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.

10.11 **Paid Holiday Leave Credits**

Paid holiday leave credits shall be earned by a Nurse on the basis of regular hours paid. A Nurse shall earn such credits on the basis of one (1) hour of holiday credit for each 23.6 regular hours paid (including the straight time hourly equivalent to overtime hours worked) to a maximum accrual of eighty-eight (88) hours of holiday credits in a fiscal year period.

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 (1.5 x) the Nurse's regular rate of pay; or
- (b) A Nurse who works overtime [as defined in Article 7.10(a)] on a recognized Holiday shall be paid at the rate of two times (2 x) the Nurse's regular rate of pay for the overtime worked.

10.13 If a Nurse is not scheduled to work a holiday and is called in to work without seventy-two (72) hours notice, the Nurse will be paid two times (2x) the straight time



hourly rate for work performed that day. The holiday credits of the Nurse will not be reduced for the hours worked.

- 10.14 Each Nurse shall receive either Christmas or New Year's Day off on the actual day and reasonable efforts will be made to give at least two other holidays off on the actual day of the holiday (the total time off for which shall not be greater than 24 hours). The granting of holiday time during the Christmas period shall be done in an equitable manner. That is, if a Nurse has Christmas Day off one year, she will be granted New Year's Day off the following year, unless mutually satisfactory arrangements are made otherwise between the Employer and the Nurse involved. Seniority will not be the governing factor.
- 10.15 Nurses who are required to work the evening shift on December 24th, i.e., the shift commencing at 3:00 p.m. or later, shall receive the rate of compensation as outlined in Article 10.12.
- 10.16 If a Regular or Temporacy Nurse had any paid Holiday Leave credits scheduled 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 as mutually agreed with the Employer.
- 10.17
- (a) When a holiday falls within the vacation period, the Nurse is entitled to an additional day off or by mutual agreement may receive an additional day's pay from the Nurse's unused holiday credits.
 - (b) Whenever possible, each Nurse shall be compensated in accordance with Article 10.17(a) for all unused holiday credits owing by December 15th with the exception of time required to cover Christmas Day, Boxing Day and New Year's Day.

10.18 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 and provides a certificate verifying such illness or injury from a legally qualified medical practitioner. The holiday credits of the Nurse will not be reduced.

- 10.19 The first shift worked on a holiday shall be the 2300 -0700 shift of the day before the actual calendar day of the holiday. That shift and the two (2) subsequent shifts worked on that day until 2300 hours shall be compensated in accordance with Article 10.12 or 10.13, whichever is applicable.

n

ARTICLE 11: SENIORITY**11.1 Regular Seniority**

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.

11.2 Casual Nurse in a Temporary Position Appointed to a Regular Position

Where a Casual Nurse in a Temporary Position is appointed directly to a Regular Position, Regular Seniority shall be deemed to commence on the first day of continuous service in the Temporary Position. "Appointed directly" shall mean appointment without an interruption for longer than fourteen (14) calendar days.

11.3 Seniority shall be applied in determining a preference for transfer, demotions, layoffs, recall and as set out in other provisions of the Agreement. However, Seniority may be by-passed where management can demonstrate that special skills and qualifications are required.

11.4 Seniority Lists

- C)
- (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.

11.5 Loss of Seniority and Employment

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

- (a) The Nurse is discharged for 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 Article 11.08 unless such notice was not possible.
- (d) The Nurse is laid-off for more than two (2) years, subject to Article 11.08.
- (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 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

j

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.

11.6 Loss of Seniority

- (a) A Nurse shall lose Seniority in the event that the Nurse has accepted a position with the Employer outside of the Bargaining Unit and remains outside of the Bargaining Unit for more than fifty-six (56) weeks.
- (b) In the event that an appointment to a position outside the Bargaining Unit is to be longer than specified above, extensions shall only be permissible with the agreement of the local Union President. 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 with the Employer outside of the Bargaining Unit following a period of fifty-six (56) weeks.

11.7 Subject to clause 11.02, in the event of layoff, Nurses shall be laid off in reverse order of seniority and recalled in order of seniority.

11.8 Thirty (30) days written notice of layoff shall be given except layoffs as a result of labour disputes in which case as much notice as possible will be given.

11.9 Upon recall, a Nurse must return to work within seven (7) days (or fourteen (14) days if working for another Employer during layoff) of receipt of the recall notice. Recall notice shall be by contact in person or by registered mail to the Nurse's last known residential and mailing address. It is the responsibility of the Nurse to keep the Employer informed of the Nurse's current telephone number and addresses. Three (3) calendar days allowance will be made for notice of recall by mail.

11.10 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, except where the Employer establishes the need to recruit those with special skills and qualifications.

ARTICLE 12: VACANCIES AND PROMOTIONS

121 When a vacancy occurs within the Bargaining Unit which the Employer intends to fill, or new positions are created, or a Nurse is on leave of absence for more than eight (8) weeks, the Employer shall post notice of the vacancy. Such notice shall be posted by the Employer for seven (7) calendar days.

122 Any Nurse who has completed the initial probationary period may apply for a posted opening. In selecting personnel, primary consideration shall be given to fitness, ability and qualifications to perform the required duties. If fitness, abilities and qualifications are equal, Seniority shall prevail. Reasonable efforts will be made to fill vacancies or new positions with the existing nursing staff.

123 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, during the aforementioned trial period, the Nurse shall be returned to the Nurse's former position 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 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.

ARTICLE 13: PREGNANCY, PARENTAL and ADOPTION LEAVE

13.1 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.

132 **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.

133 **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.

134 **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.

135 **Vacation, Sick Time and Holiday Credits**

Nurses on pregnancy leave shall not earn hours paid for the purposes of vacation, sick time, or holiday credits.

136 **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.).
- (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 (V.) 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 (1.5) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

13.7 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.
 - (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.

13.07 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 (½) 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) 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 ½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

138 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.

139 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 held by the Nurse immediately before the Leave began or where that position is eliminated, in a comparable position within the site. A Nurse shall regain the level on the salary scale and level of vacation benefits which she had at the time she commenced the Leave.

13.10 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.

13.11 When a Nurse is on Pregnancy/Birth or parental or adoption leave, the Employer shall permit the Nurse to continue participation in eligible benefit plans. The Nurse shall be responsible to pay for 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.

13.12 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 up to two (2) separate days.

13.13 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 up to two (2) separate days.

()

J

13.14 Bridging of Service

A Regular Nurse with more than three (3) years Service may terminate her or his employment as a result of a decision to raise the Nurse's child and if re-employed with the Employer shall retain service recognition provided that:

- (a) The Nurse must advise the Employer in writing that the reason for the termination of employment is to raise the child.
- (b) If the Nurse is re-employed as a Regular Nurse within two (2) years of her or his termination date, she or he will regain 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 8.00 and vacation earning rate as set out in Article 10.00 (a), (b), (c) and (d).
- (c) No Service, Seniority, or benefits will be earned during the period of absence to raise the child. Seniority shall be counted up to the leave and after the leave.
- (d) 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.**

- 14.1 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 and any dispute over whether a matter is arbitrable. Every grievance shall be processed by following the grievance and arbitration procedures set out in this article.
- 14.2 For the purpose of Article 14, "working day" excludes Saturday, Sunday and Holidays.
- 14.3 Both Parties recognize the benefit of solving differences or disputes as quickly as possible and therefore encourage all employees to discuss such issues with their supervisors. If this discussion does not resolve the issue, Regular FullTime and Part Time Nurses may follow the Grievance Procedure for resolution.

Step 1 When a Nurse has a grievance, she (or a Union Representative on his/her/their behalf) shall within ten (10) working days of the discover or occurrence of the incident giving rise to the grievance, first bring the matter to the attention of the Director of Resident Care or the Assistant Director of Resident Care. The grievance shall be in writing, on a proper grievance form and include the name(s) of the grievor(s), their signature(s), the details of their complaint, the clause(s) of the Collective Agreement alleged to have been violated, and the remedy sought. The Director of Resident Care or Assistant Director shall provide an answer within three

(3) working days. The grievor is to receive a copy of the grievance filed on her/his behalf.

Step 2 If the decision of the Director of Resident Care or Assistant Director of Resident Care is not acceptable to the Grievor, the Grievance shall be referred to the Grievance Committee; and, if supported by the Grievance Committee, shall be submitted in writing to the Administrator within five (5) working days of the receipt of the decision. The Administrator and the Director of Resident Care or Assistant Director of Resident Care shall meet with the Grievance Committee and shall give a decision within five (5) working days of the meeting.

144 If the decision of the Administrator is not acceptable to the Grievance Committee, the matter may then be referred to Arbitration. If it is decided to submit the Grievance to Arbitration, notice must be given to the Administrator within ten (10) working days of the receipt of the decision of the Administrator in Step 2.

145 **Termination of Employment**

A Nurse who has been dismissed may file a grievance directly at Step 2 of the grievance procedure within ten (10) working days of the dismissal.

146 **Policy or Group Grievance**

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

147 **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 working (5) 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.

148 When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or personal delivery addressed to the other Party of the agreement, indicating the name of its nominee to an arbitration board. The two arbitrators shall then meet to select an impartial chairperson.

149 A three-person Arbitration Board shall be selected as follows: The Union and the Employer shall each appoint a member of the Arbitration Board in five (5) days of the notice of Arbitration. They shall appoint a chairperson within five (5) days. Should the Parties fail to agree on the selection of a Chairperson, the Chairperson shall be named by the Provincial Minister of Labour and Workforce Development.

14.10 The Board of Arbitration shall render a decision in as short a time as possible. With due regard to the wishes of the Parties the decision shall, in the normal course, be

handed down within a maximum of fourteen (14) days from the appointment of the Chairperson.

14.11 Each Party shall pay for the fees and expenses of the Arbitrator it appoints and share the fees and expenses of the Chairperson, in accordance with the provisions of the *Trade Union Act*.

14.12 Arbitration awards shall be final and binding as provided by Section 42 of the *Trade Union Act*. The Board of Arbitration may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any penalty or discharge, suspension or decision unjustly imposed by the Employer on a Nurse.

14.13 Time Limit - Extension

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

ARTICLE 15: STAFF DEVELOPMENT

15.1 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; 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.

15.2 Position Descriptions

A Nurse shall have access to a copy of her or his current position descriptions.

15.3 The Employer will endeavour to ensure that position descriptions are reviewed and revised where necessary.

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

15.5 The Employer shall continually review in-service programs focused on the needs of the staff and residents. Every effort will be made by the employees to attend such in-service programs.

15.6 Required Education

(a) The Employer shall provide and fund any Employer required training/education for a Regular Nurse.

)

- (b) The Employer will make every effort to arrange for the presentation of the required training/education during a Regular 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 Regular Nurse. This provision does not apply to training/education (certifications such as CPR, WHMIS, Fire and First Aid) that are required to be maintained by the Regular Nurse as a condition of employment at Seaview Manor.
- (d) If the Employer permits, a Regular Nurse may bank hours earned in paragraph (c) for training or education required to be taken during non-working hours. Any banked hours shall be taken at a mutually agreed time within 45 calendar days of the date such hours were worked and if this is not practicable, such hours will be paid out.
- (e) The Regular 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.

157 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 endeavour to arrange for the presentation of 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.

158 Technological Change

- (a) The Employer undertakes to notify the Local Union President in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will, significantly change the status of any Nurse within the Bargaining Unit.
- (b) The Employer agrees to discuss with the Local Union the effect of such technological change on the employment status of the Nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the Nurses concerned.
- (c) Where computers are introduced into the workplace and Nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided. The Employer will arrange for the presentation of the programs in such a way as to maximize availability

to the Nurses and minimize cost and disruption to the Nurse and the Employer.

ARTICLE 16: HEALTH AND SAFETY

161 The Employer, the Nurses, the Local Union, 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*.

162 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*, if approved by the Employer and determined necessary by the Committee; and to carry out the Nurse's functions as a member of the Committee. Time spent during regularly scheduled hours by the Nurse in these activities shall be considered to be time worked at straight time rates.

163 Injury on Duty • WCB

Where a Nurse is unable to work as a result of an injury on duty, the Employer shall:

- (a) Where a Nurse is being compensated under the Workers' Compensation Act, pay a supplement to the maximum permitted under the Act (i.e. The maximum which can be paid without reducing the amount paid by the Workers' Compensation Board). When this 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) Credit the Nurse with vacation credits up to a maximum of the vacation credits that she would otherwise have been entitled to earn for one vacation year, but based only on the accumulation of the paid top-up hours referred to in paragraph (a);
- (c) Subject to the eligibility provisions and other requirements of the relevant group benefits plans, while a Nurse is receiving Workers' Compensation benefits, the Employer and the Nurse will cost-share the premiums for group benefits for the Nurse as if she were still actively at work.

164 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 16.02 (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.
- (d) Subject to the eligibility provisions and other requirements of the relevant group benefits plans, while a Nurse is receiving Workers' Compensation benefits, the Employer and the Nurse will cost-share the premiums for group benefits for the Nurse as if she were still actively at work.

165 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.

ARTICLE 17: WORKLOAD CONCERNS

17.00 An employee who believes she cannot adequately and safely care for the resident because of the workload, shall file a report which shall be submitted to the Nursing Office, with a copy to the President of the Local Union, both on a strictly confidential basis. While copies of this report are to be provided to no other person or body, this report shall also be discussed by the Union Management Consultation Committee.

ARTICLE 18: STAFF HEALTH AND SAFETY

18.00 The Employer shall make reasonable provisions for the safety and health of Nurses during their hours of employment. Protective devices and other equipment deemed necessary to protect the Nurses from injury shall be supplied by the Employer. It is mutually agreed that the Employer and the Nurses, the Local Union and the Union shall co-operate to the fullest extent possible toward the prevention of accidents and in reasonable promotion of safety and health in the workplace.

ARTICLE 19: RETIREMENT ALLOWANCE AND PENSION BENEFITS**191 Retirement Allowance**

A Nurse who retires shall be granted a retirement allowance, based on 2080 hours per year of service and pro rated in the case of a part time employee, the equivalent of:

- (a) One (1) month's pay if the Nurse's entitlement service is ten (10) or more years but less than fifteen (15) years;
- (b) Two (2) month's pay if the Nurse's entitlement service is fifteen (15) or more years but less than twenty (20) years;
- (c) Three (3) month's pay if the Nurse's entitlement service is twenty (20) or more years but less than twenty-five (25) years.
- (d) Four (4) month's pay if the Nurse's entitlement service is twenty-five (25) or more years but less than thirty (30) years.
- (e) Five (5) month's pay if the Nurse's entitlement service is thirty (30) or more years but less than thirty-five (35) years.
- (f) Six (6) month's pay if the Nurse's entitlement service is thirty-five (35) years.

192 The Retirement Allowance shall be based on the average of hours paid over the previous five (5) years prior to retirement. The hourly rate which shall be used to calculate the Retirement Allowance shall be the current rate of pay immediately prior to retirement. Casual time will not be used to compute Retirement Allowance for retirement purposes. This clause is based only for Regular Full Time and Part Time Nurses.

193 Group Plans

- (a) The Employer agrees to cost-share Group Health benefits on the cost-shared basis of thirty-five percent (35%) Employee pay, sixty-five percent (65%) Employer pay;
- (b) The Employer agrees to continue a cost-shared pension plan for the employees in the Bargaining Unit.

194 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 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.

195 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 \$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.

ARTICLE 20: SICK LEAVE, GROUP BENEFITS AND LONG TERM DISABILITY

20.1 Sick Leave

Sick Leave means the period of time a Nurse is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Warker.s' Compensation Act* and shall be payable from the first day of illness.

20.2 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.

20.3 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.

20.4 Earning Sick Leave

Nurses (part time and full time) shall earn paid sick leave at the rate of sixteen (16) hours per one hundred and seventy-six (176) hours paid. Paid sick leave hours shall not be used in such calculation. The maximum amount of accumulation shall be nine hundred and sixty (960) hours.

20.5 Sick Leave Statement

The Employer shall provide the Nurse with a statement of her sick leave credit the first day of December in each year and upon reasonable request at any other time.

0

0

20.6 Evidence of Illness

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

20.7 Leaving Work Due to Illness or Crisis

A Nurse leaving work due to illness or crisis as defined in Article 20.07 will receive full pay after four hours of duty or will be paid four hours for working less than four hours.

20.8 Union Representation

Upon request, a Nurse may be accompanied by a representative of the Union in a meeting with the Employer to discuss her or his ability to attend work regularly due to their health. The Nurse shall be advised of this right to representation prior to the meeting.

20.9 Sick Leave - Personal Emergencies

C)

A Nurse shall be entitled up to eight (8) hours per year leave of absence with pay for personal emergencies (an unforeseen, critical condition which requires immediate and direct attention of the employee). Such leaves shall be used at the discretion of the Nurse. This leave shall be debited from the Nurse's sick leave credits.

20.10 Sick Leave and LTD

A Nurse on Long Term Disability benefits who have sick leave credits at the time the Nurse ceases to be in receipt of Long Term Disability benefits shall retain such sick leave credits for their use in the event the Nurse returns to work with the Employer.

20.11 Personal Preventative Medical/Dental Care

Nurses shall be allowed paid leave of absence up to twenty-four (24) hours per annum in order to engage in personal preventative medical and dental care. Such leave shall be debited against sick leave credits.

20.12 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.

20.13 Payment for Medical Tests or Examinations

Where a Nurse is required by the Employer to have medical tests or examinations, such as, but not limited to, an independent medical examination, the Employer shall be responsible for paying the direct cost of any such tests or examinations which are not covered by medical insurance if the Employer gives prior approval that such tests or examinations be conducted.

20.14 Confidentiality of Health Information

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.

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.

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.

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 records.

ARTICLE 21: SUCCESSOR EMPLOYER

- 21.1 In cases where the Employer is phased out or changed to health facilities other than the present and where centres amalgamate services with consequent displacement of Nurses, the Employer will advocate on the Employee's behalf for a Nurse who transfers without a break in service from one centre to another centre with the approval of both centres concerned shall:
- (a) Sick Leave - have sick leave credits accumulated in the first centre recognized by the second centre;
 - (b) Vacation Leave - years of service for vacation entitlement shall be recognized in the second centre.

ARTICLE 22: PORTABILITY OF BENEFITS**22.00 Nurse Mobility**

In the event 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. For example, the Nurse has 4 years of continuous service with the previous Employer whose Collective Agreement entitles him/her to 4 weeks vacation. The vacation level of 4 weeks at the hiring Employer requires 5 years continuous service. Therefore, to qualify for 4 weeks vacation with the hiring Employer, the Nurse would have to work one addition year of continuous service.

ARTICLE 23: TERMINATION OF EMPLOYMENT**23.00**

(a) Four (4) weeks written notice of resignation shall be given regarding resignation of employment by the Nurse, unless mutually satisfactory arrangements are made otherwise. Earned 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.

(b) When a Nurse resigns, is discharged, retires or dies, the Nurse or the estate shall receive payment for any unused, earned vacation, holiday 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 such earned but unpaid benefits.

23.1 Within ten (10) working days of a suspension or termination of a Nurse's employment by the Employer, the Nurse shall be given written reasons for the action taken, stating the substance of the allegations against her. 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 reasons are given.

23.2 It shall be a violation of this Agreement, subject to the grievance and arbitration procedures herein, if a Nurse is disciplined or discharged by the Employer without just cause.

23.3 If a Nurse is dismissed or suspended for cause, the Employer will advise Union's Labour Relations Representative in writing as soon as reasonably possible.

23.4 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.

Disciplinary Record

23.5 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 her 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.

23.6 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 her file be cleared of any record of suspension. Such request shall be granted during the five (5) year period. The Employer shall confirm in writing to the Nurse provided the Nurse's file does not contain any further record of disciplinary action that such action has been effected.

ARTICLE 24: MISCELLANEOUS

24.1 The Employer agrees to replace any Nurses' uniforms or shoes damaged or destroyed and eye glasses or watches broken or contact lenses lost due to working directly with the resident, if the employee has applied safe working practice. Each case will be determined on its own merit.

24.2 During the time of this Agreement, the Parties agree to meet for the purpose of discussing and implementing a self-funded Leave of Absence (for those members who request it).

ARTICLE 25: ALCOHOL AND DRUG DEPENDENCY

25.1 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 duration of the treatment program.

25.2 When a Nurse is required by the Employer to submit to random body fluid testing, the Employer shall pay the costs of such testing.

25.3 A medical certificate from the Nurse's doctor will be required by the Employer to indicate that the Nurse is ready to return to work.

ARTICLE 26: PERFORMANCE REVIEWS AND EMPLOYEE FILES

Performance Appraisal

26.1 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.

26.2 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 prior to the hearing.

26.3 Each Nurse is entitled to have reasonable 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.

C)

ARTICLE 27: PROHIBITION OF DISCRIMINATION

27.1 Subject to Article 27.01 below, the Employer and the Local Union and the Union agree that there shall be no discrimination against any Nurse because of any grounds specified in the *Nova Scotia Human Rights Act*.

27.2 Notwithstanding any other provisions of this Agreement, the Parties agree that the Employer has the right to terminate the employment of a Nurse for innocent absenteeism, subject to the Union's right to grieve termination.

ARTICLE 28: WEEKEND NURSE

28.00 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 29: UNION MANAGEMENT CONSULTATION COMMITTEE

29.1 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.

- 29.2 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.
- 29.3 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.
- 29.4 The members of the Committee shall meet as professional colleagues to discuss matters of concern between the Parties which may include such things as staffing, orientation, workload, scheduling and underlying conditions causing grievances and misunderstanding but not any matter that has been referred to the grievance and arbitration process.
- 29.5 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.
- 29.6 The Committee shall be responsible for:
- (a) defining problems.
 - (b) developing viable solutions to such problems.
 - (c) recommending the proposed solutions to the appropriate Employer authority.
- 29.7 No Nurse shall suffer a loss of regular pay and benefits while attending the Union Management Consultation Committee.

ARTICLE 30: LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

- 30.1 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.
- 30.2 Letters of Agreement and Memoranda of Agreement that remain in effect, are detailed in Appendix "C".

ARTICLE 31: NO STRIKE/NO LOCKOUT

- 31.00 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 32: TERM OF AGREEMENT

32.1 Subject to Articles 8.12 and 8.13 this Collective Agreement shall be for the period commencing November 1, 2009, and ending October 31, 2011, 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.

The Parties have executed this Agreement on the P!J day of -'' "-=!!!" - 2012.

FOR THE EMPLOYER

Loathy Power
Ellen Byrdon

FOR THE UNION

Janet Hoff
Jan Landy

()

)

APPENDIX "A"

Hourly rate determined by 2080 hours

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

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

**APPENDIX "B" MEMORANDUM OF AGREEMENT -
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 Nurses 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:

(-)
November 1, 2006: three hundred fifteen dollars (\$315.00)
Date of Contract Signing: 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:

November 1, 2006: six hundred thirty dollars (\$630.00)
Date of Contract Signing: 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:

November 1, 2006: one thousand three hundred sixty-five dollars (\$1365.00)
Date of Contract Signing: one thousand four hundred forty-five dollars (\$1445.00)

(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:

November 1, 2006: one thousand eight hundred fifty dollars (\$1850.00) Date
 of Contract Signing: one thousand nine hundred sixty-one dollars (\$1961.00)

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:

Date of Contract Signing: nine hundred ninety-six dollars (\$996.00)

NURSING PRACTICE AND NURSING LEADERSHIP PREMIUM - GROUP C

These premiums are intended to recognize and encourage Nursing leadership activities and are provided as an alternative to former "Special Units". None of these premiums will be payable until the Employer is provided with full details of the categories, criteria and associated details to qualify a Nurse for the premiums described in this Group C portion of this Agreement, and the Employer approves same.

To be eligible for either premium a Nurse must earn seventy (70) 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 seventy (70) 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.

Effective October 31, 2011, a Nurse who qualifies for either premium shall be paid an annual supplement of \$850 each, such premiums to be paid as a lump sum 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.

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 (eg 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 (eg. 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 inservice 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 (eg. is a content expert for implementation of medication reconciliation project, elder-friendly, Resident-centred 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. (eg. QI project to improve resident outcomes) (10 - 20 points depending on scope of project)

(-)
--

NURSING PRACTICE PREMIUM - GROUP C**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

1 >
,

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

C)

)

APPENDIX "C"

MEMORANDUM 011' AGREEMENT #1**Supplementary Leave Credits - Late Career Registered Nurses**

Supplementary Leave Credits - Late Career Registered Nurses -- the Employer will grant paid leave of up to 40 hours per year (prorated for a Part-Time Nurse) 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. Upon receipt of funds from the Department of Health for this benefit, the Employer would pay the eligible Nurses up to 40 hours for each April 1- March 31 fiscal year.

MEMORANDUM 011' AGREEMENT #2**80/20 Positions - Late Career Nurses Strategy**

The Parties agree that in the event that the Employer introduces a position of "80/20", the Memorandum of Agreement, "80/20" in the Acute Care Collective Agreement provisions shall form the basis for the terms and conditions.

MEMORANDUM 011' AGREEMENT #3**INNOVATIVE SHIFTS**

The Parties to this agreement acknowledge the value of creating new and innovative approaches to varied shift lengths and rotations. To that end the Parties agree to encourage individual Nurses, groups of Nurses, and Managers to explore any and all options including such things as Nurses returning after retirement, varied shift lengths, reduced hours and new shift rotations.

1. The Union Representatives of the Union Management Consultation Committee, (UMCC) a Nurse, a group of Nurses, or a manager may make a request for consideration for an innovative shift under this agreement.
2. The request shall be made in writing to the Employer and the Employer will provide a copy of the request to the Union Chair of the UMCC.
3. If approved by the Employer, the proposal shall be referred to the UMCC for its consideration.
4. The request for an innovative shift shall not be unreasonably denied by the Employer or by the Union Representatives of the UMCC.
5. If approved, the details of the proposal shall be incorporated into a memorandum \) between the Parties.

6. In making their decisions, the Employer and the Union Representatives of the UMCC shall consider factors including the provisions of the Collective Agreement, the operational requirements of the Employer, resident care requirements, and the impact on members of the Bargaining Unit.

MEMORANDUM OF AGREEMENT #4

REDUCTION IN APPOINTMENT STATUS

The Union and the Employer recognize that Nurses, may, at various points in their employment request a temporary or permanent reduction in hours of work and appointment status.

The Union and the Employer also recognize that requests for voluntary reductions in hours of work and appointment status may impact operational requirements.

1. Accordingly, a Regular Nurse who seeks a temporary or permanent reduction in hours of work and appointment status will seek the approval of the Employer by indicating the amount of reduced hours the Nurse seeks and the duration of such reduced hours. The duration of a temporary reduction in hours must be specified and must not exceed one (1) year unless by mutual agreement. The Employer, at its discretion, taking into account its operational requirements, will determine the number of times, and the time frame within which, such reductions may be considered, either on a general basis or for individual cases.

2. Approval by the Employer shall be discretionary and will ensure that the request will not adversely impact operational requirements of the Employer. Such requests shall not be unreasonably denied.

3. The Employer will notify the Local Union of an approved request.

4. A Regular Nurse who has requested and has been granted a temporary or permanent reduction in her/his hours of work and appointment status will then have the status of a Part-time Nurse and the relevant provisions of the collective agreement shall apply.

5. On the date of the return to work from a temporary reduction in hours, or at such earlier or later time as mutually agreed between the requesting Nurse and the Employer, the requesting Nurse is able to return to her previous position and salary without loss of Seniority

or Service. Any other Nurse promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position and salary without loss of Seniority or Service.

6. Inextraordinary circumstances, the Employer may cancel a temporary reduction in hours with thirty (30) days notice. In the event a temporary reduction is cancelled, the Regular Nurse is able to return to her previous position and salary without loss of Seniority or Service. Any other Nurse promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position and salary without loss of Seniority or Service. The Employer will advise the Local Union of the reason(s) for the cancellation.

MEMORANDUM OF AGREEMENT 15

INTERPRETATION OF ARTICLE 7.06 now 7.10(a) and lbU

The Nurses' Union agrees that Jean Candy's letter of July 21, 2003 to Cathy Power represents the agreed interpretation of Article 7.06 [now 7.10(a) and (b)] of the current Collective Agreement and may be used should any grievance be filed alleging a breach of that Article.

0

C.. \
- - }