

COLLECTIVE AGREEMENT

Between

SHANNEX CLINICAL SERVICES LIMITED

-and-

The Nova Scotia Nurses' Union



NOVEMBER 1, 2012 to OCTOBER 31, 2014

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NOTE: Where a provision is annotated by **bolded font** within this document, it indicates a change in language.

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ARTICLE 1 PREAMBLE

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

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

THEREFORE the Parties agree as follows:

ARTICLE 2 RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Nova Scotia Nurses' Union as the sole bargaining agent for all Full-Time Registered Nurses, Part-Time Registered Nurses, Casual Registered Nurses and Licensed Practical Nurses and such Nurses in a Temporary position employed by the Employer at all Long-Term Care Facilities operated by the Employer in the Province of Nova Scotia, except Casual Nurses, the General Manager, Director of Resident Care, Associate Director of Care, Managers of Resident Care Services, Departmental Managers, Unit Managers, Care Coordinators, Education Coordinator, Occupational Health Nurse Coordinator, Infection Control Nurse Coordinator and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act. Appendix "E" lists the Long-Term Care Facilities currently operated by the Employer in Nova Scotia.

2.02 No Interference or Discrimination

The Employer and the Union agree not to interfere with the rights of the Nurses or the Employer, and there shall be no discrimination, interference, intimidation, restraint or coercion by either Parties to this Agreement. The Union further

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.

ARTICLE 3 MANAGEMENT RIGHTS

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

3.02 Contracting Out

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

ARTICLE 4 DEFINITIONS

4.01 Casual Nurse

is a Nurse who works on a day to day or relief basis as required. A Casual Nurse may be offered work as outlined in this Agreement. The Employer may offer work to a Casual Nurse at the Employer's discretion subject to the provisions of this Agreement. Once a Casual Nurse accepts a work assignment, including a scheduled extra shift, a relief shift or a Temporary Position, the Casual Nurse is obligated to work. Except where specifically excluded, the provisions of this Agreement apply to a Casual Nurse.

4.02 Employer

means Shannex Clinical Services Limited.

4.03 Facility

means one of the Long-Term Care Facilities operated by the Employer in Nova Scotia and listed in Appendix "E".

4.04 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.

4.05 Graduate Practising License

A Nurse who holds a "graduate practising license" as that term is defined under the *Licensed Practical Nurses Act, S.N.S. 2006 c.17 and Regulations* made thereunder shall be paid at the rate of LPN 1, until such time as the individual obtains an active practising license, when she or he will move to the classification of LPN 2. The Anniversary Date will be the original date of employment as a

Nurse with a “graduate practising license”. A Nurse who holds a “temporary license” will be placed at the appropriate level on the increment scale for the appropriate classification for the position (LPN 2).

4.06 Immediate Family

includes the Nurse’s spouse (common law); child (step child); parent (step parent); sibling (step-sibling); grandchild (step-grandchild); grandparent; father-in-law, mother-in-law; son-in-law, daughter-in-law, legal guardian **and the legal ward of the Nurse**. The “in law”, **legal** and “step-relative” relationships referred to in this provision will only be considered “Immediate Family” in cases where it is a current relationship at the time the benefit is claimed.

4.07 Licensed Practical Nurse

is one who is currently registered with the College of Licensed Practical Nurses of Nova Scotia and who is employed at a Long-Term Care Facility listed in Appendix “E” as a Licensed Practical Nurse.

4.08 Local Union

means the applicable Local of the Nova Scotia Nurses’ Union for each of the Facilities listed in Appendix “E”.

4.09 Nurse

is a person employed within the Bargaining Unit as described in Article 2.01.

4.10 Part-Time Nurse

is a Nurse employed on a continuing basis, in either a Regular Position or a Temporary Position, but who is regularly scheduled to work fewer hours in a pay period than a Full-Time Nurse. The employee benefits of this Collective Agreement are applicable to a Part-Time Nurse on a pro rata basis.

4.11 Permanent Transfer

occurs when a Nurse changes work units on a permanent basis within a Long-Term Care Facility or between two different Long-Term Care Facilities within a Region. Nurses shall only be transferred with the Nurse’s consent. This provision is not applicable to a Casual Nurse.

4.12 Probationary Period

(a) means that period for newly hired Regular or Casual Nurses up to 720 hours worked. Employment may be confirmed or terminated at any time during this period. Operational requirements permitting, the Employer shall conduct an appraisal of the Nurse while on a probationary period at approximately the midpoint of the probationary period and at the completion of the period. This probationary period may be extended by

mutual agreement between the Employer and a Union representative of the Local Union.

- (b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary Nurse shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- (c) Any Nurse who resigns after completing her probationary period but who is rehired by the same Employer within six (6) months of her resignation shall be required to serve a probationary period of up to 360 hours worked. This probationary period may be extended by mutual agreement between the Employer and a Union Representative of the Union Management Consultation Committee.
- (d) A Nurse who changes status from Casual or Regular shall not be required to serve a new probationary period but shall be subject to the applicable trial period for the new position in accordance with Article 12.04.

4.13 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.

4.14 Provincial Union Management Consultation Committee

means the Committee established in Article 29 of the Collective Agreement.

4.15 Regional Union Management Consultation Committee

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

4.16 Registered Nurse

is a Nurse who is currently registered with the College of Registered Nurses of Nova Scotia and is employed at a Long-Term Facility listed in Appendix "E" as a Registered Nurse.

4.17 Regular Nurse

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

4.18 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.

4.19 Regular Rate of Pay

are those rates found in the attached salary scale (see Appendix "A").

4.20 Service

(a) refers to a continuous employment relationship, commencing on first shift worked in any position with the Employer, subject to the provisions of Article 21 (PORTABILITY). (Casual Nurses are governed by Article **4.20** (b)).

(b) A Casual Nurse who becomes a Regular Nurse shall have time worked in any position with the Employer commencing on the first shift worked in the most recent employment relationship with the Employer, converted to service, for the purpose of vacation accumulation only on the basis of 2080 hours equalling one (1) year of service.

4.21 Spouse

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

4.22 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, RN 3, etc.). The Anniversary Date will be the original date of employment as a Nurse with a "temporary license". A Nurse who holds a "transitional license" will be placed at the appropriate level on the increment scale for the appropriate classification for the position (RN 2, RN 3, etc.).

4.23 Temporary Position

(i) is a position that the Employer has determined will be in excess of eight (8) consecutive work weeks but which is not a Regular Position. A Temporary Position may be either a new position for the designated period or a temporary vacancy of a Regular Position.

(ii) A Nurse filling a Temporary Position shall accumulate the vacation, holiday and sick leave benefits of the Agreement on a pro rata basis to regular hours paid which shall include the straight time hourly equivalent of overtime hours worked to a maximum of the entitlement for a Regular Position. All other provisions are applicable to the Nurse in a Temporary Position unless specified otherwise.

- (iii) A Nurse filling a Temporary Position shall be entitled to participate in the Benefit Plans in accordance with the terms of eligibility of the respective Plans.
- (iv) Where the Temporary vacancy is for a period of eight (8) consecutive work weeks or more, the Employer shall post the position pursuant to Article 12.01 and shall indicate on the posting, the expected duration of the Temporary Position. The Temporary Position may be extended, shortened or terminated at the Employer's discretion.
- (v) In the event that a Temporary Position is to be extended from the original duration, the Nurse filling the position will be given the option of remaining for the extended period or returning to her previous position or casual status, where applicable, and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position, or casual status, where applicable, and salary, without loss of Seniority.
- (vi) A Regular Nurse in a Temporary Position is a Regular Nurse. A Casual Nurse in a Temporary Position is a Casual Nurse. Upon the termination of a Temporary Position, a Regular Nurse filling a Temporary Position shall return to the Regular Nurse's previous position, or if it has been discontinued, to an equivalent position. Upon termination of the Temporary Position, a Casual Nurse filling the Temporary Position shall return to her casual status.

4.24 Temporary Reassignment

- (a) occurs when a Nurse is temporarily assigned by the Employer:
 - (i) to a different classification and position title;
 - (ii) to a Long-Term Care Facility other than the Nurse's usual Long-Term Care Facility; or
 - (iii) to a work unit other than the Nurse's usual work unit.
- (b) Nurses shall only be reassigned within a Region and only for the purpose of meeting operational needs;
- (c) When reassigned to a different Long-Term Care Facility, the Nurse shall receive pay for travelling time from one Facility to another Facility and be reimbursed for approved expenses.

- (d) A Nurse who is temporarily assigned will retain her regular hourly rate unless she is temporarily assigned to a different classification and position title which has a pay scale which provides for a higher rate of pay, in which case she shall receive that higher rate of pay for the duration of the temporary assignment.
- (e) The Nurse shall only be reassigned to work where the Employer deems the Nurse to be capable of performing the required duties. The Nurse may require orientation to the assignment.
- (f) If a situation requires a Temporary Reassignment, the Employer shall first request volunteers for the temporary reassignment. If no Nurse volunteers, the Employer shall reassign in an equitable manner.

4.25 Twelve (12) hour shift schedule

may include a mix of twelve (12) hours shifts (some permanent, some rotating) and eight (8) hour shifts (some permanent, some rotating).

4.26 Union

means the Nova Scotia Nurses' Union.

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

ARTICLE 5 UNION REPRESENTATION AND UNION LEAVES

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

5.02 Collective Agreement Administration

(a) The Employer recognizes the right of the Local Union to elect representatives who shall be responsible for the day-to-day administration of the Collective Agreement.

(b) A Nurse who is so designated by the Local Union shall be allowed a reasonable amount of time, without loss of regular pay or benefits, to attend meetings with the Employer during normal working hours to assist in matters relating to the Collective Agreement.

- (c) 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.

5.03 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.

5.04 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.

- 5.05** One (1) representative from each Region as designated by the Union shall be permitted to attend and shall not suffer loss of pay as a result of involvement in joint negotiations between the Employer and the Union.

5.06 Provincial Negotiating Committee

(a) In the event that a Nurse is a member of the Provincial Negotiating Committee ("PNC"), the Employer will make every reasonable effort to accommodate time off for the Nurse to participate in Union caucus meetings and direct negotiations with any multiple employer group bargaining table, subject to operational requirements.

(b) At the request of the Nova Scotia Nurses' Union, the Employer will maintain pay at the regular rates and benefit coverage for a member of the PNC and the Employer will invoice the Nova Scotia Nurses' Union for all such costs, unless a cost sharing arrangement is agreed to by the Employer(s) and the Union.

5.07 Reproduction of the Collective Agreement

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

5.08 Union Leave

(a) The parties recognize that the Regional nature of the Employer's operations do create more operational challenges. Subject to operational requirements such as the Employer's ability to obtain a replacement and

at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request, the Employer shall grant leaves of absence without pay for one (1) Nurse from each Facility 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 such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request.
- (c) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given reasonable advance notice of the request, the Employer shall grant leaves of absence without pay for a member of the Nova Scotia Nurses' Union Board of Directors, or Provincial Committee, (except the Provincial Negotiating Committee which is governed by Article 5.06) to attend such Board or Committee meetings.
- (d) **Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay, the Employer will make every reasonable effort not to cancel Union Leave once it has been approved.**

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

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

5.11 Leave of Absence for the Full-Time President

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

- (a) Upon reasonable notice, a Nurse elected or appointed as President of the Union shall be given a leave of absence without pay for the term(s) she or

he is to serve, commencement and termination dates, as determined by the Union.

- (b) All benefits of the Nurse shall continue in effect while the Nurse is serving as President, and, for such purposes, the Nurse shall be deemed to be in the employ of the Employer and Service and Seniority will continue to accrue. The Union will provide the Employer with an accounting of benefit use such as paid sick leave, vacation and holiday pay on basis to be agreed upon by the Employer and the Union. The Employer will adjust the records of the Nurse accordingly.
- (c) The gross salary of the President shall be determined by the Union and paid to the President by the Employer on a bi-weekly basis, and the amount of this gross salary shall be reimbursed to the Employer by the Union on a basis to be agreed upon by the Employer and the Union.
- (d) The Union shall reimburse the Employer its share of contributions for E.I. premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the Nurse during the period of leave of absence.
- (e) Upon expiration of her or his term of office, the Nurse shall be reinstated in the position she or he held immediately prior to the commencement of leave, or if the position no longer exists, to another equivalent position.

5.12 Acquaint Newly Hired Nurses

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

5.13 Union Orientation

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

5.14 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 management supervisors, when such an arrangement does not affect other Nurses in the Bargaining Unit.

5.15 Bulletin Boards

In each Facility 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.

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

- 5.16** All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Administrator or designate and the President of the appropriate Local Union. A copy of any correspondence between the Employer and any Nurse in the Bargaining Unit pertaining to discipline shall be forwarded to the President of the appropriate Local.

ARTICLE 6 DUES DEDUCTIONS AND UNION SECURITY

6.01 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.

6.02 Union Dues Deductions

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

- 6.03** The Union shall advise the Employer in writing of the amount of dues payable.

- 6.04** 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.

- 6.05** 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.

- 6.06** The Union shall indemnify and save the Employer harmless from any liability arising out of deductions made in accordance with Article 6.01 herein.

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

6.08 Licensing Body Dues Deduction

(a) 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.

(b) A Casual Nurse who works for than one employer which deducts the annual professional registration fees payable by the Casual Nurse (whether such employer is a party to this Collective Agreement or not) may request in writing that the Employer which is a Party to this Agreement not deduct the fees of the Casual Nurse provided that such Casual Nurse provides satisfactory evidence that such fees are being deducted by another employer.

ARTICLE 7 HOURS OF WORK, OVERTIME, ON CALL, CALL BACK

7.01 Normal Work Week

(a) Subject to the Employer's right to determine work schedules, the normal hours of work for Full-Time Nurses shall be eighty (80) hours per two (2) week period. Regular hours may exceed eighty (80) hours bi-weekly provided they average eighty (80) hours bi-weekly over the complete period of rotation.

(b) A Full-Time Nurse is one who is regularly scheduled on a full-time basis and who normally works two hundred and forty (240) hours in a six (6) week rotation. The hours of work shall average eighty (80) hours per two (2) week period over the complete period of the rotation. This definition applies to Nurses scheduled to work twelve (12) hour shifts.

(c) A Full-Time Nurse is one who is regularly scheduled on a full-time basis and who normally works forty (40) hours per week or eighty (80) hours in a bi-weekly pay period. This definition applies to Nurses who are not scheduled to work twelve (12) hour shifts.

7.02 Breaks

(a) Each twelve (12) hour shift shall be inclusive of one sixty (60) minute paid meal break, one-third (1/3) of which may be used with one of two paid fifteen (15) minute break periods.

- (b) Each eight (8) hour shift shall be inclusive of two paid fifteen (15) minute breaks and a paid thirty (30) minute meal period. Where operational requirements permit the Nurse may choose to combine her breaks into one thirty (30) minute paid break.

7.03 Meal and Rest Breaks

- (a) The Employer shall make every reasonable effort 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) The Employer shall make every reasonable effort 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 rest break(s).
- (e) Where operational requirements prevent a Nurse from having an uninterrupted meal or rest break(s) and it is not possible to reschedule the missed break(s) or a portion of the break(s) during the remainder of the shift, the Nurse shall be compensated for the portion of the missed meal period or rest period, at a rate of one and one-half times (1.5x) the Nurse's hourly rate for the period of the rest and meal break(s) missed.

7.04 Days Off

For Nurses scheduled to work twelve (12) hour shifts, the following shall apply:

(a) 12 Hour Full-Time Nurses:

- (i) shall have at least seven (7) days off in each two (2) week period unless mutually agreed upon otherwise, and
- (ii) shall not be required to work more than three (3) consecutive day shifts or three (3) consecutive night shifts between days off unless mutually agreed upon otherwise.

(b) 12 Hour Part-Time Nurses:

Will be required to do no more than three (3) consecutive shifts with a minimum of two (2) consecutive days off unless mutually agreed upon otherwise.

(c) **For Nurses not scheduled to work twelve (12) hour shifts, the following shall apply:**

Each Full-Time Nurse shall receive four (4) days off in each two (2) week period. The Employer shall give such days off in no more than three (3) segments unless mutually agreed upon otherwise.

This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

7.05 Weekends Off

Full-Time Nurses shall have one weekend off in each two (2) week period unless mutually agreed otherwise.

The Employer shall endeavor not to regularly schedule Part-Time Nurses to work more than two (2) weekends in four (4) unless mutually agreed otherwise.

Provided, however, it is expressly understood that operational needs may require a Nurse to work additional shifts, including weekends.

7.06 Limit on Consecutive Days of Work

For Nurses not scheduled to work twelve (12) hour shifts, Nurses shall not be regularly scheduled to work more than six (6) consecutive days between days off, unless mutually agreed. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

7.07 Time Off Between Shifts

For Nurses scheduled to work twelve (12) hour shifts, the Employer will schedule at least twelve (12) hours off between regularly scheduled shifts unless mutually agreed otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

For Nurses not scheduled to work twelve (12) hour shifts, the Employer will schedule at least sixteen (16) hours off between regularly scheduled shifts unless mutually agreed otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

7.08 Posting of Schedules

(a) Schedules of hours to be worked shall be posted two (2) weeks in advance of the schedule to be worked. The schedule will cover a minimum of four (4) weeks.

(b) Before schedules are drawn up, a Nurse requiring specific days off shall submit, in writing, a request for such days off and the Employer will endeavour to grant such requests.

- (c) Two (2) weeks prior to the posting of the next schedule four (4) weeks prior to the effective date of the schedule), Part-Time Nurses must indicate to the Employer their non-availability to work extra shifts.

7.09 Additional Shifts

After a schedule has been posted, where additional shifts become available because of short-term absences the following will apply:

- (a) first, the Employer may fill the absence with the Part-Time Nurse who customarily relieves during the absence of a specific Full-Time Nurse;
- (b) if the shift(s) is not filled under (a), the shift shall be assigned to Part-Time Nurses at that Facility on the basis of availability (at straight time rates) and Seniority.
- (c) if the shift(s) is not filled under (a) or (b), the shift shall be offered to Part-Time Nurses or Casual Nurses at that facility on the basis of availability (at straight time rates) and Seniority.
- (d) If the shift(s) is not filled under (a), (b) or (c) the shift shall be offered first to Part-Time Nurses and then to Casual Nurses in the Region on the basis of availability (at straight time rates) and Seniority.

It is also expressly understood there is no requirement to provide shifts to Part-Time Nurses other than the shifts at the time of the posting except as above. It is expressly understood that operational needs may require Part-Time Nurses to work extra shifts other than those for which they have indicated non-availability.

7.10 Shift Exchanges

It shall be permissible for two (2) Nurses within a Facility to exchange their days off, or their shifts, if mutually agreeable and with the consent of the Employer. Consent for such exchanges will not be unreasonably requested or withheld, provided that:

- (a) there must be no increased cost to the Employer;
- (b) the shift exchange must be the same number of hours; and
- (c) shifts exchanged must be in the current or following pay period.

7.11 Notice of Change of Master Schedule

The Employer shall not change the master schedule without giving the Union thirty (30) days' notice of the intended change.

During the thirty (30) day notification period, the Parties will meet to discuss the reasons for the change and review any other options.

It is the intent of the Parties that through these discussions every reasonable effort will be made to reach a mutually agreeable decision.

7.12 Changed Schedules/Changed Shifts

The Employer shall make every reasonable effort not to change schedules once posted. The Employer shall advise any Nurse of an intended change in the Nurse's schedule as soon as it is known by the Employer.

- (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 are changed or the calendar date of the shift is changed.
- (b) Except where the change is by mutual agreement between the Nurse and the Employer, if the schedule is changed by the Employer without the minimum twenty-four (24) hours notice prior to the start of the original shift, the Nurse shall be compensated at the overtime rate for each hour worked.
- (c) 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 7.15) of this Collective Agreement.
- (d) Casual Nurses may have relief shifts cancelled with three (3) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled relief shift, the Casual Nurse shall be provided with work or be paid for the cancelled relief shift.

7.13 Guaranteed Work

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

7.14 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 7.15, whichever is greater.

7.15 Overtime

- (a) Nurses working an eight (8) hour rotation, shall be compensated in accordance with the overtime provisions of Article 7.15 (d) and (e), for each hour worked in excess of eight (8) hours in any one day;
- (b) Nurses working a twelve (12) hour rotation, shall be compensated in accordance with the overtime provisions of Article 7.15 (d) and (e), for each hour worked in excess of twelve (12) hours in any one day;
- (c) Nurses who work a combination of eight and twelve hour shifts shall be compensated in accordance with the overtime provisions of Article 7.15 (d) and (e) if they are required to work in excess of eight (8) hours in any one day. If Nurses agree to work in excess of eight (8) hours in any one day they shall be paid their regular rate of pay until they work in excess of twelve (12) hours in any one day, in which case they shall be compensated in accordance with the overtime provisions of Article **7.15** (d) and (e)
- (d) Time worked in addition to the regular scheduled shifts or time worked in a bi-weekly pay period in the Region that is in excess of the following, shall be compensated at a rate of one and one-half times (1.5 x) the Nurse's regular hourly rate for the overtime worked, subject to the provisions of Article 7.15 (e):
 - (i) For Full Time Nurses on a scheduled day off;
 - (ii) In excess of eight (80) hours bi-weekly for Nurses working eight (8) hour rotations;
 - (iii) In excess of eighty-four (84) hours bi-weekly for Nurses working twelve (12) hour rotations;
 - (iv) In excess of eighty-four (84) hours bi-weekly for Nurses working eight (8) and twelve (12) hour shifts in the same rotation or in excess of twelve (12) hours in any one day or if required to work in excess of eight (8) hours in any one day as set out in Article 7.15 (c);
 - (v) In excess of two hundred and forty (240) hours in a six week rotation;
 - (vi) In excess of four hundred and eight (480) hours in a twelve week rotation.

- (e) A Nurse who works in excess of four (4) continuous hours of overtime, as set out in Article 7.15 (a) (b) (c) or (d), shall be compensated at a rate of two times (2 x) the Nurse's regular hourly rate for the overtime worked in excess of the first (1st) four (4) hours of overtime.
- (f) Overtime must be approved or authorized by the Departmental Supervisor or designate
- (g) Overtime shall be paid within two (2) pay periods of its occurrence.
- (h) 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.
- (i) Casual Nurses (except Casual Nurses working in a Temporary Position shall only be entitled to be paid overtime after working eighty-four (84) hours in a Region in a bi-weekly period.

7.16 Overtime shall be distributed equitably among qualified and available Nurses first in the Facility and then to qualified and available Nurses in the Region.

7.17 Double Shifts

- (a) No Nurse shall be required to work a double shift without her consent, except in emergency situations, unless the Employer has made every reasonable effort to find a Nurse to work the shift.
- (b) Unless mutually agreed upon otherwise, any Nurse required to work a double shift shall have their next scheduled shift off where operational requirements permit.

7.18 Meal Allowance on Overtime

- (a) Nurses will be provided with a meal or a meal allowance in accordance with the Employer's policy. During the second shift of a double shift, the Employer shall be responsible to supply the Nurse(s) with a meal. If a meal is not available, the Nurse will be permitted to order a meal not to exceed Ten Dollars (\$10.00). The Nurse shall be reimbursed, upon presentation of a receipt for a meal.
- (b) Where it is known to the Employer that an overtime assignment is to be in excess of four (4) hours, the Nurse who is required to work the overtime beyond her or his scheduled hours of work shall be granted a fifteen (15) minute paid break prior to the commencement of the overtime.

7.19 Nursing Coverage

Nurses agree to maintain nursing coverage for all units during the shift change subject to the overtime provisions of Article 7.15.

7.20 Semi-Annual Time Change

The changing of daylight saving time to standard time, or vice-a-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.

7.21 Transportation

If the Employer requires that a Nurse arrive at or leave the place of their employment between 2400 hours and 0600 hours, in the event that the Nurse does not have her own transportation and public transportation is not available, the Employer will reimburse the cost of taxi fare as verified by the receipt.

7.22 Casual Nurse Availability

- (a) Casual Nurses shall confirm to the Employer the extent of their availability for shifts.
- (b) Casual Nurses who have indicated an ability to work may be offered shifts in accordance with operational requirements.
- (c) Where the availability status of a Casual Nurse changes from that previously accepted by the Employer, the Casual Nurse must indicate the extent of the change in availability. Such change requires the approval of the Employer. Such approval shall not be unreasonably denied.

ARTICLE 8 SALARIES, INCREMENTS, PREMIUMS

8.01 A. Recognition of Previous Experience

When a Nurse has produced proof or evidence of his/her previous satisfactory recent nursing experience, initial placement of the Nurse 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 Registered 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".

8.01 B. Recruitment and Retention Incentive for LPNs

Upon completion of twenty-five (25) years of service in the LPN classification with the Employer, LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for the classification. Article 21.01 Nurse Mobility applies.

8.02 Movement on Increment Scale - Regular Nurses

Anniversary Date – Regular Nurses

- (a) "Anniversary Date" for the purposes of Article 8 means the date of the first shift worked in a Regular Position.
- (b) On a year to year basis following Anniversary Date, the Nurse shall be advanced to the next level on the increment scale within the Nurse's classification as listed in Appendix "A".
- (c) The original Anniversary Date is portable pursuant to the provisions of Article 21.

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

8.03 Movement on the Increment Scale – Casual Nurses

- (a) Casual Nurses who have worked one thousand (1000) regular hours or more within one (1) calendar year of their Anniversary Date shall move to the next level on the increment scale.
- (b) Casual Nurses who have worked less than one thousand (1000) regular hours within one (1) calendar year of their Anniversary Date shall move to the next level on the increment scale when one thousand (1000) hours are achieved. This date shall become the Nurse's Anniversary Date for the purpose of movement through the increment scale only. The Service and Seniority of the Casual Nurse are not affected by the change to the Anniversary Date.
- (c) Casual Nurses cannot advance more than one level on the increment scale in any twelve (12) month period.

8.04 Anniversary Date - Casual Nurse

The date of the first shift worked as a Casual Nurse. Anniversary Date may change based on the provisions of Article 8.03 of the Collective Agreement.

8.05 Casual Nurses Appointed to Regular Positions

- (a) If a Casual Nurse is appointed to a Regular Full-Time or Regular Part-Time Position with 250 hours of the 1000 hour threshold for movement to the next level of the increment scale, she/he shall advance to her/his next level on the increment scale on the date of appointment to the Regular Position. This date shall become the Nurse's Anniversary Date for the purposes of movement through the increment scale only. The Service and Seniority of the Casual Nurse are not affected by the change to the Anniversary Date.
- (b) A Casual Nurse who is appointed to a Regular Position may use all hours worked as a Nurse in Nova Scotia regardless of the employer for the purpose of being placed on the increment scale for the Regular Position. Such Casual Nurse must provide satisfactory evidence of all hours worked with other employers within thirty (30) days of the appointment and her

higher placement on the increment scale shall be effective upon the provision of the satisfactory evidence.

8.06 Casual Nurses Appointed to Temporary Positions

Where a Casual Nurse fills a Temporary Full-Time or Temporary Part-Time Position, the hours paid in the Temporary Position are casual hours and movement through the increment scale remains in accordance with Article 8.03.

8.07 Rates of Pay

Nurses shall be paid in accordance with the rates of pay set out in Schedule "A". The regularly hourly rate of a Nurse shall be determined by dividing the yearly increment rate of the Nurse, as set out in Appendix "A" by 2080 hours.

8.08 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 or wages earned in any one pay period, the Employer will endeavour to adjust the error and pay the wages within two (2) business days of the error having been identified.

8.09 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.

8.10 Pay in Lieu of Benefits

In lieu of the benefits provided to Nurses under this Agreement, Casual Nurses while not in a Temporary Position, shall be compensated with a supplementary payment equal to eleven percent (11%) of their earnings in each bi-weekly period. This payment will represent four (4%) for vacation and seven percent (7%) for all other benefits.

8.11 Education Premiums

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

8.12 Shift Premium

A shift differential premium of **one dollar and seventy-five cents (\$1.75)** per hour shall be paid to a Nurse for each hour worked between 1900 hours and 0700 hours. This premium shall increase to **one dollar and eighty-five cents (\$1.85)** per hour effective **October 31, 2014**.

8.13 Weekend Premium

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

8.14 LPN Responsibility Pay

Where the Employer designates a Licensed Practical Nurse to have responsibility for at least thirty (30) beds, the LPN shall receive seventy cents (\$0.70) per hour in addition to her regular hourly rate. This is in addition to the Weekend Premium.

8.15 RN Facility Responsibility Pay

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

8.16 New Classification

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

8.17 Retroactivity

Retroactivity shall only apply to provisions of the salary adjustment in Appendix "A", annexed hereto. The Employer endeavours to compute and pay the salary adjustments for each Nurse as expeditiously as reasonably possible. Otherwise the provisions become effective on the date of signing the renewal Collective Agreement or as expressly stated in the Collective Agreement.

8.18 Nurses who have resigned shall have thirty (30) days after the signing of this Agreement to apply in writing for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.

ARTICLE 9 LEAVES OF ABSENCES

9.01 Leave Without Pay

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

When a Nurse commences personal leave:

- (i) the Employer shall pay its share of the premiums for group insurance benefits for the calendar month in which the leave commences;
- (ii) After the first calendar month, a Nurse may elect to continue group coverage by paying the Employer, on a monthly basis, one hundred percent (100%) of the premiums payable with respect to the Nurse, and the Employer will remit the premium to the insurer. The Employer will provide the Nurse with advance notice of the amount owing and when it is payable. Failure on the part of the Nurse to submit payments by the date premiums are due, may result in the cancellation of benefits.
- (c) Nurses who, prior to the unpaid LOA, were participating in payroll deductions, such as Canada Savings Bonds, at the commencement of the unpaid LOA shall be responsible for making specific arrangements with the Employer for continued participation.
- (d) A Nurse cannot apply for a posted position while on a personal leave, unless the Nurse is able to commence the position within eight (8) weeks of the effective date of the position.

9.02 Working During Leave of Absence

- (a) A Regular Nurse may choose to work for the Employer while on a Leave of Absence. Whether a Regular Nurse on an approved Leave of Absence works any shifts at all for the Employer during such Leave of Absence will be entirely at the discretion of such Nurse. The granting of the Leave of

Absence will not be dependent on the Nurse agreeing to work during the Leave of Absence.

- (b) When a Regular Nurse agrees to work while on an approved leave, the Nurse maintains the status of a Regular Nurse on Leave. Any rights or protections he or she would have while on the leave are maintained.
- (c) When a Regular Nurse agrees to work while on an approved leave, the Nurse is treated as a Casual Nurse for the purpose of determining pay and benefits, excluding provisions for accumulation of Seniority and movement along the increment scale.

9.03 Return From Leave of Absence

- (a) Before a Nurse may return to work from a leave granted under Article 9.01, 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.

9.04 Restrictions on Leaves at Certain Times of Year

Except where operational requirements permit or under extenuating circumstances, leaves of absence may not be taken between December 15th and January 10th of any year or between June 15th and September 15th.

9.05 Orientation After Leaves in Excess of Six (6) Months

When a Nurse has been on a leave of absence for a period in excess of six (6) months, the Nurse shall be required to attend for a paid eight (8) hour period of orientation, prior to the Nurse's return to work.

9.06 Bereavement Leave

Immediate Family is defined in Article 4.06 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, legal guardian **and the legal ward of the Nurse.**

The “in law”, **legal** and “step-relative” relationships referred to in this provision will only be considered “Immediate Family” in cases where it is a current relationship at the time of the benefit is claimed.

- (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 effective midnight following the death. The Nurse shall be paid for all shifts she or he would normally be scheduled to work during those five (5) days leave if the death had not occurred.
- (b) Up to two (2) consecutive days bereavement leave with pay shall be granted for the purpose of attending the funeral of a brother-in-law or sister-in-law, aunt or uncle, niece or nephew provided that such day is the Nurse's normally scheduled working day.
- (c) If a Nurse is on vacation at the time of the bereavement leave, the Nurse shall be granted bereavement leave and be credited the appropriate number of days to her vacation credits.
- (d) A Nurse who would be on a leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.
- (e) 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.
- (f) A Nurse may choose to defer some or all of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given at the time of the initial bereavement leave.
- (g) The provisions of Article 9.06 (b) through 9.06 (f) inclusive are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

9.07 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 condition with a significant risk of death within twenty-six weeks (26) 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 (26) 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 plans in which the Nurse participated before the beginning of the leave (subject to the eligibility requirements of the Plan(s)) and shall notify the Nurse in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits.

- (d) Where the Nurse opts in writing to maintain membership in the benefit 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.

9.08 Court Leave

Leave of absence without loss of regular pay shall be given to a Nurse other than a Nurse on leave of absence without pay or under suspension, who is required:

- (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.
- (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 as soon as possible after receipt of a jury notice or subpoena.

The provisions of this Article 9.08 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

9.09 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.

9.10 Education Leave

- (a) The Employer may grant a leave of absence without pay for educational purposes to a Nurse who has been employed for a minimum of one year. Such leave must be requested at least three (3) months in advance of the requested commencement date and the nature of the educational program must be directly related to the skills and requirements of the Employer.
- (b) A Nurse on Education Leave shall retain those benefits which accrued up to the time the Nurse commenced the leave of absence. The Nurse shall continue to accrue Service and Seniority during the leave of absence.
- (c) On return, the Nurse shall return to the same or equivalent previous position and 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 principles set out in Article 9.01.
- (e) Subject to the provisions of the applicable benefits plans, a Nurse on an educational leave of absence may maintain membership in the plans if the Nurse agrees to pay both the Employer and Employee share of the contributions.

Where a Nurse is on approved education leave:

- (i) the Employer shall pay its share of the premiums for group insurance benefits for the calendar month in which the leave commences;
- (ii) After the first calendar month, a Nurse may elect to continue group coverage by paying the Employer, on a monthly basis, one hundred percent (100%) of the premiums payable with respect to the Nurse,

and the Employer will remit the premium to the insurer. The Employer will provide the Nurse with advance notice of the amount owing and when it is payable. Failure on the part of the Nurse to submit payments by the date premiums are due, may result in the cancellation of benefits.

9.11 Leave for Storm Or Hazardous Conditions

It is the responsibility of the Nurse to make every reasonable effort to arrive at their work location as scheduled, however, during storm conditions, when such arrival is impossible, or delayed, 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 accumulated overtime, holiday time or vacation; or
- (c) when the Nurse has no entitlement to accumulated paid leave, the Nurse may, with prior approval of the Employer, make up the absent time as the scheduling allows.

The provisions of this Article 9.11 (b) and (c) are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

9.12 Adverse Weather Conditions

A Nurse who is unable to come to work on time, due to unsafe or impassable road conditions as declared by the Highway Authority or the police will be:

- (a) Paid for a full shift if the Nurse arrives for work within the first two (2) hours of the scheduled shift.
- (b) Only be paid for hours of actual work if the Nurse arrives past the first two (2) hours of her scheduled shift.
- (c) A Nurse who has been called in or who is working overtime as a result of replacing the Nurse who is late, shall be paid for all hours worked at applicable rates. At the time of arrival of the originally scheduled Nurse, the replacement Nurse will be relieved and no further payment will ensue.
- (d) The above clauses do not remove the responsibility from a Nurse to contact the Employer, if able, in regard to her intent to come to work.
- (e) Such time shall not be referred to or used in calculations with respect to the attendance of the Nurse.

The provisions of this Article 9.12 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

ARTICLE 10 VACATIONS AND HOLIDAYS

10.01 Annual Vacation Accumulation

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

Paid vacation leave credits shall be earned on the basis of regular hours paid.

The provisions of this Article 10.01 to 10.11 inclusive are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

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

For clarity, regular hours paid includes extra or relief shifts, vacation hours paid, paid sick leave, holidays paid, paid leaves of absence and paid days off for Union business but excludes Workers' Compensation pay, subject to Article 16.05 (b).

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

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

10.02 Part-Time

Part-Time Nurses shall receive paid vacation benefits pro-rated as per Article 10.01. For Part-Time Nurses, vacation will be paid out once per year, no later than the second pay period in July, unless otherwise requested.

10.03 No Waiver of Vacation Leave (Full-Time)

No Full-Time Nurse shall be allowed to waive vacation and receive pay in lieu of vacation.

10.04 Annual Vacation Pay

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

10.05 Maximum Accumulation

A Nurse can accumulate up to the above entitlement and an additional forty (40) hours, but they will then have to take vacation or be scheduled in for this vacation by their Supervisor.

10.06 Carry Over of Annual Paid Vacation Leave

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

10.07 Vacation Scheduling - General

- (a) Operational requirements shall be the governing factor in approving vacation requests.
- (b) The Employer shall post vacation entitlement and vacation schedules giving preference of vacation times, wherever possible, to Nurses with greater Seniority within the Facility at which the Nurse is regularly scheduled.
- (c) Seniority may not be exercised to displace a posted vacation.
- (d) No Nurse shall normally be granted vacation between December 15 and January 10, provided however where, in the opinion of the Employer, there are exceptional circumstances and the vacation leave would not affect operational needs/efficiency, then the Nurse may be granted vacation during this period.
- (e) Subject to operational requirements and operational efficiency, it shall be permissible for Nurses to take vacation time in small allotments.

10.08 Summer Vacation Scheduling

- (a) Vacations between June 15 and September 15 must be requested in writing before April 15.
- (b) Nurses will be given an opportunity to self-schedule their own vacation. However, if an agreement cannot be reached, the following procedure shall be followed.

In incidents of conflicting or overlapping preference, the Senior Nurse may apply her Seniority within the Facility only once to cover a maximum period of two (2) continuous weeks between June 15th and September 15th each year. Operational requirements permitting, vacation may be scheduled as a single unbroken period (i.e.: more than two (2) weeks).

(c) Approved vacation schedule shall be posted by May 15.

10.09 Other Vacation Scheduling

Except in extraordinary circumstances, requests for vacation time other than during June 15th to September 15th, must be submitted in writing at least two (2) weeks prior to the posting of the schedule covering the vacation time requested. The Nurse shall be notified at least one (1) week in advance of the vacation time if the vacation has been approved.

10.10 Sick Leave During Vacation

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

10.11 Annual Vacation Cancellation

The Employer will make every reasonable effort not to require a Nurse to return work after she/he has commenced paid vacation leave. The Nurse returning to work during paid vacation leave, shall be paid two times (2 x) her 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 vacation leave at a time mutually agreed between the Nurse and the Employer.

10.12 Holidays

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

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

10.13 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.

10.14 Entitlement to Paid Holiday Leave Credits

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

This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

10.15 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, Part-Time or Casual 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 Full-Time, Part-Time or Casual Nurse who works overtime (as defined in Article 7.15) 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.

10.16 Part-Time Nurses

Part-Time Nurses shall be paid out holiday pay every six (6) months (the second pay period in January and the second pay period in July) for holiday pay earned the previous six (6) months.

10.17 Hours of Holiday

For the purpose of ascertaining holiday pay, the hours between 0001 and 2400 on the actual calendar date of the holiday shall be compensated at the holiday rate of pay.

10.18 Scheduling Christmas and New Year's Holidays

- (a) Nurses will be given an opportunity to self-schedule the Christmas and New Year's holidays. If an agreement cannot be reached, the Employer will schedule Nurses so that each Nurse shall have either Christmas or New Year's off on the actual day, unless mutually agreed otherwise; should the Employer do the scheduling, it will be done on an alternate basis, i.e. Christmas off one year and New Year's off the next.
- (b) Subject to the operational needs/efficiency of the Employer, unless mutually agreed upon otherwise, the Employer shall endeavour to permit:

- (i) each Full-Time Nurse to receive five (5) consecutive days off to include Christmas Day or New Year's Day; and
- (ii) each Part-Time Nurse to receive three (3) consecutive days off to include Christmas Day or New Year's Day.

The provisions of this Article 10.18 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

10.19 No Pyramiding

There shall be no pyramiding of benefits.

10.20 Holiday and Sick Leave Pay

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

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

- 10.22** (a) For a Full-Time Nurse who is working a twelve (12) hour rotating shift schedule, the eight (8) hour holiday off referred to in Article 10.12 shall be built into the rotation as a combination of eight (8) hours holiday pay and four (4) hours vacation pay provided the Nurse has sufficient vacation in her bank.
- (b) In the event that any of the eight (8) hour holidays are not built into the rotation, the holiday off will be scheduled at a mutually agreed upon time.
 - (c) In the event that the Nurse has any banked holiday time remaining on January 31, the holiday will be paid out on the first pay day in March.
 - (d) The scheduling practice referred to in Article 10.22 (a) may be discontinued by the Employer with notice in accordance with Article 7.11 (Notice of Change of Master Schedule).

ARTICLE 11 SENIORITY, LAY OFF, RECALL

11.01 (a) 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 Region wide basis unless otherwise specified in the Collective Agreement.

(b) Casual Seniority

Casual Seniority shall apply to a Casual Nurse (including a Casual Nurse in a Temporary Position) and is defined as the hours worked by a Casual Nurse from the date of the first shift worked in the Bargaining Unit and shall operate on a Regional wide basis. A record of hours worked by a Casual Nurse shall be kept by the Employer. This record shall constitute the Casual Seniority List.

(c) 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 be the first day of continuous service in a Temporary Position. "Appointed directly" shall mean appointment without an interruption for longer than fourteen (14) calendar days.

(d) Same Date Seniority

(i) Regular Nurses

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

(ii) Casual Nurse

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

(iii) Where the Seniority date in the Region of two or more Nurses is the same, the determination of Seniority within that group shall be resolved by the drawing of lots. The draw will be witnessed by a President of one of the appropriate Local Unions, or designate and the General Manager or designate.

11.02 Seniority Conversion

- (a) A Nurse who changes employment status from Regular to Casual shall have the Nurse's Regular Seniority converted to hours paid on the basis of one (1) year of Casual Seniority equalling 4950 2080 hours paid and shall then accumulate further Casual Seniority on the basis of regular hours paid.
- (b) A Casual Nurse while working in a Temporary Position shall have hours paid while in the Temporary Position accumulate on the Casual Seniority list.
- (c) A Nurse hired to a Temporary Position shall be a Casual Nurse and accumulate Casual Seniority for the hours paid in the Temporary Position. In the event the Nurse becomes a Casual Nurse and continues in an employment relationship at the completion of the temporary period the Casual Seniority shall continue to accumulate.

In the event that a Casual Nurse becomes a Regular Full-Time or Regular Part-Time Nurse, her Casual Seniority earned shall be converted to Regular Seniority on the basis of one (1) year of Seniority for each 4950 hours of Casual Seniority, pro-rated as required. She shall then accumulate further Regular Seniority from the length of her employment as a Regular Part-Time or Regular Full-Time Nurse. For clarification, Casual Nurses cannot convert more than 2080 hours of Casual Seniority for each year of employment regardless of the number of Casual Hours worked in any one (1) year.

11.03 Seniority Lists

- (a) The Employer shall post a current Regular Seniority List for Regular Nurses (with separate lists for Registered Nurses and Licensed Practical Nurses as appropriate Region) and a Casual Seniority List for Casual Nurses (with separate lists for Registered Nurses and Licensed Practical 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.

- (c) A record as to the hours worked by Casual Nurses shall be maintained by the Employer and be made available to a Labour Relations Representative of the Union. This record shall constitute the Casual Seniority List.

11.04 Loss of Seniority and Employment

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

- (a) The Nurse is discharged for just cause and is not reinstated.
- (b) The Nurse resigns or retires from employment.
- (c) After recall, the Nurse fails to notify the Employer as set out in lay off provisions unless such notice was not reasonably possible.
- (d) The Nurse is laid off for more than two (2) years, subject to layoff provisions.
- (e) The Nurse is absent from work in excess of three consecutive scheduled shifts or more without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (f) The Nurse who retires from employment loses employment and Service, but if within six months of the retirement, the Nurse returns to work in any Bargaining Unit represented by the Nova Scotia Nurses' Union, the Nurse will maintain the Seniority the Nurse had prior to retirement and may accumulate additional Seniority on 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.

11.05 Loss of Seniority

- (a) A Nurse shall lose Seniority in the event that the Nurse has accepted a **temporary** position with the Employer outside of the Bargaining Unit, **or has been granted a leave of absence from the Nurse's Bargaining Unit position to accept a permanent position with the Employer** and remains outside of the Bargaining Unit for more than fifty-six (56) weeks.
- (b) In the event that an appointment to a position, **as described in Article 11.05 (a)**, outside the Bargaining Unit is to be longer than specified above, extensions shall only be permissible with the agreement of the Bargaining

Unit representatives of the Union Management Consultation Committee. Such agreement shall not be unreasonably denied.

- (c) A Nurse must return to and remain in the Bargaining Unit for a period of at least one (1) month before being employed by the Employer in a position outside of the Bargaining Unit again or she/he will lose all Seniority held at the time of the subsequent transfer.
- (d) In order to maintain and to continue to accrue Seniority under this provision, the Nurse must agree to pay Union dues for each month she or he is appointed to a position, **as described in Article 11.05 (a)**, with the Employer outside of the Bargaining Unit following a period of fifty-six (56) weeks.

The provisions of this Article 11.05 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

11.06 Definition of Layoff

A lay-off shall be defined as a reduction in the work force or a reduction in a Nurse's guaranteed hours of work.

The provisions of Articles 11.06 to 11.12 inclusive are not applicable to a Casual Nurse.

11.07 Layoff and Recall

In the event of layoff at a Long-Term Care Facility listed on Appendix "E", Nurses shall be laid off in reverse order of Seniority within that Region and recalled in order of Seniority within that Region. However, Seniority may be bypassed where the Employer establishes that special skills and/or qualifications are required.

11.08 Notice of Layoff

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

- (c) Twenty-one (21) days' written notice of layoff shall be given to the affected Nurses except layoff which results from labour disputes or unforeseen circumstances beyond the control of the Employer at which time as much notice as possible will be given.

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

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

11.11 Working During Layoff

(a) Any Nurse who is on layoff may indicate her availability to work relief shifts. A Nurse's layoff status shall not change while working relief shifts. The total of the days worked in relief shifts or in Temporary Positions of six (6) months or less shall extend the recall period by that total.

(b) A Nurse recalled to a Temporary Position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.

11.12 Recall From Layoff

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

11.13 Recall – Accept or Decline

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

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

If the Nurse rejects the opportunity for recall and the position was equivalent to their former position, the Nurse will be removed from the recall list and will forfeit the right of recall.

11.14 New Employees

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

11.15 Laid-off Nurses shall be recalled in order of Seniority within the Region to fill vacancies.

ARTICLE 12 VACANCIES AND PROMOTIONS

12.01 Posting

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

12.02 Selection

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

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

12.04 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.

12.05 Orientation

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

12.06 Employment At Another Shannex Facility

A Nurse seeking employment at another Shannex facility not listed in Appendix “E” may request that copies of her personnel file be forwarded to the other facility and the Employer will facilitate this request.

12.07 Preceptorship

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

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

ARTICLE 13 PREGNANCY, PARENTAL and ADOPTION LEAVE

13.01 Pregnancy/Birth Leave

- (a) A pregnant Nurse is entitled to an unpaid leave of absence which, when combined with Parental Leave, is a maximum of up to fifty-two (52) weeks.
- (b) A pregnant Nurse shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Nurse is pregnant and specifying the expected date of delivery.

- (d) Pregnancy leave shall begin on such date as the Nurse determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Nurse determines, but not later than fifty-two (52) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) Nurses on pregnancy leave shall not accrue hours worked for the purposes of vacation, sick time, or holidays. A Nurse who is receiving compensation under Article 13.04 (b) and 13.06 (b) shall accrue benefits based on the hourly equivalent of the “top-up” compensation.
- (g) The clauses of this Article shall be considered as being automatically amended should applicable legislation be changed to provide benefits more favourable to the Employees than those contained herein.

13.02 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 13.02 (a) is not possible due to circumstances beyond the control of the Nurse, the Nurse will provide the Employer as much notice as reasonably practicable of the commencement of the Nurse’s leave or return to work.
- (c) The Employer shall not terminate the employment of a Nurse because of the Nurse’s pregnancy.

13.03 Pregnancy Leave – Employer Requirement

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

13.04 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 in accordance with Article 13.01, may be granted sick leave in accordance with the provisions of the Collective Agreement.

This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

13.05 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 earnings 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 purpose 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 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 Nurse's 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 (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

The provisions of this Article 13.05 are not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position and then only for the length of the Temporary Position).

13.06 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 13.06 (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 Nurse's 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*.

The provisions of this Article **13.07** are not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position and then only for the length of the Temporary Position).

13.08 Pregnancy/Birth and Parental and Adoption Leave Deferral

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

13.09 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 be entitled to the appropriate level on the increment scale and benefits, with no loss of benefits accrued to the commencement of the leave.

13.10 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.

This provision is not applicable to a Casual Nurse.

13.11 Benefit Plan Continuation

(a) When a Nurse commences pregnancy leave:

- (i) The Employer shall pay its share of the premiums for group insurance benefits for the calendar month in which the leave commences;
- (ii) After the first calendar month, a Nurse may elect to continue group coverage by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premiums payable with respect to the Nurse, and the Employer will remit the premium to the insurer. Failure on the part of the Nurse to submit payments by the date premiums are due, may result in the cancellation of benefits.

(b) When a Nurse commences parental or adoption leave:

- (i) The Employer shall pay its share of the premiums for group insurance benefits for the calendar month in which the leave commences;
- (ii) After the first calendar month, a Nurse may elect to continue group coverage by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premiums payable with respect to the Nurse, and the Employer will remit the premium to the insurer. Failure on the part of the Nurse to submit payments by the date premiums are due, may result in the cancellation of benefits.

The provisions of this Article 13.11 are not applicable to a Casual Nurse.

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 separate days.

This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

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 separate days.

This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

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 a 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 a 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 have the previous Service with the Employer recognized as at the date of termination for the purposes of placement on the appropriate level on the increment scale as set out in Article **8.01** and vacation accrual rate as set out in Article **10.01** (a), (b), and (c).
- (c) No Service, Seniority, or benefits will accumulate during the period of termination to raise a child. Seniority shall be counted up to the leave and after the leave.
- (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

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

Step 1 When a Nurse has a grievance she may, within seven (7) working days of the discovery or occurrence of the incident giving rise to the grievance, first discuss the grievance with her immediate management supervisor who shall provide her with an answer within seven (7) working days.

Step 2 Should the verbal answer given by the immediate management supervisor not be acceptable to the grievor, the grievance shall be submitted in writing to the head of the nursing department within seven (7) working days. The head of the nursing department shall give a decision in writing within seven (7) working days of receipt of the grievance.

Step 3 If the decision of the head of the nursing department is not acceptable to the grievor, the grievance shall be referred to the Union; and, if supported by the Union, shall be referred to the Administrator or designate within seven (7) working days of the receipt of the grievance. The General Manager or designate shall convene a meeting as soon as reasonably possible with the Union if requested to do so by either party. The Administrator or designate shall reply in writing within seven (7) working days of such a meeting.

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

14.02 For the purpose of Article 14, “working day” excludes Saturday, Sunday and Holidays.

14.03 Termination of Employment

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

14.04 Policy or Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or in case of a Union policy grievance, Step 1 and 2 of the Grievance Procedure may be by-passed.

14.05 Employer Grievance

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

14.06 Arbitration – Single Arbitrator

In the event that a grievance is submitted to arbitration, the case shall be heard by a single Arbitrator.

14.07 Selection of Single Arbitrator

In the case of a single Arbitrator, the Party with the grievance shall provide the name of its proposed single Arbitrator to the other Party within thirty (30) days of the referral to arbitration. The responding Party shall respond within thirty (30) days of its receipt of such name by indicating its acceptance or rejection of the single Arbitrator, and if it is rejected, its suggestion for a single Arbitrator. If the Parties cannot agree on a single Arbitrator, within this sixty (60) day period either Party can request that the Minister of Labour and Advanced Education appoint an Arbitrator to hear and decide the grievance.

14.08 Arbitration - Termination

In the case of a dismissal of a Nurse, as set out in Article 14.03 the Union shall, within fourteen (14) calendar days of the notice of intention to refer the dispute to arbitration, suggest the name of a single Arbitrator to the Employer.

Within fourteen (14) calendar days after receipt of such notice, the Employer shall respond by indicating its acceptance or rejection of the Arbitrator, and if it is rejected, its suggestion for a single Arbitrator.

If the Parties cannot agree on a single Arbitrator within thirty (30) days of the first notice suggesting the name of a single Arbitrator, either Party can request that the Minister of Labour and Advanced Education appoint an Arbitrator to hear and decide the grievance.

14.09 Pre Hearing Disclosure

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

14.10 With due regard to the wishes of the Parties the decision of an Arbitrator shall, in the normal course, be handed down in as short a time as possible.

14.11 The remuneration of a single Arbitrator, shall be in accordance with the provisions of the *Trade Union Act of Nova Scotia*.

14.12 Arbitration awards shall be final and binding as provided in the *Trade Union Act of Nova Scotia*. An Arbitrator may not alter, modify or amend any part of this Collective Agreement but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on a Nurse.

14.13 Time Limits

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

14.14 Time Limit – Extension

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

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

ARTICLE 15 STAFF DEVELOPMENT AND TECHNOLOGICAL CHANGE

15.01 Letter of Appointment

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

Position Descriptions

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

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

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

15.05 Required Education

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

(b) The Employer will make every effort to arrange for the presentation of the required training/education during a Nurse's scheduled hours of work.

- (c) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the Nurse.
- (d) If the Employer permits, a Nurse may bank the hours earned in paragraph (c). Any banked hours shall be taken at a mutually agreed time.
- (e) The Nurse (including Casual Nurses) shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

15.07 Voluntary Continuous Learning

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

15.08 Technological Change

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

ARTICLE 16 STAFF HEALTH AND SAFETY

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

16.02 Participation in Joint Occupational Health and Safety Committee

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

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

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

16.05 Injury on Duty – WCB

- (a) Unless a Nurse specifically asks the Employer in writing at the time of the claim not to pay him or her any supplement amount from the accumulated sick leave credits of the Nurse, where a Nurse is being compensated under the *Workers' Compensation Act*, the Employer shall pay an Employer WCB payment supplement to the Nurse to the extent of the pre injury biweekly pay of the Nurse while maximizing the amount payable from the WCB. It is the intent of the Parties that in no circumstance shall the Nurse receive an increase of income while in receipt of WCB with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer shall deduct from the Nurse's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When a Nurse's sick leave credits are exhausted, the Nurse shall be paid only the Workers' Compensation Benefits Allowance;
- (b) Where a Nurse is being compensated under the *Workers' Compensation Act*, the Nurse shall continue to accrue up to a year's maximum vacation credits.
- (c) Where the Nurse agrees to continue to pay her or his usual cost share to continue the eligibility of the Nurse and the Employer's cost sharing relationship with the Nurse so as to allow for the Nurse to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Plans. In no case shall the Employer be required to cost share the benefits for a period longer than 18 months following the onset of the WCB period.

16.06 Sick Leave while waiting for Workers' Compensation Benefits

- (a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article 16.05 (a).

- (b) A Regular Full-Time or Part-Time Nurse who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits she/he would earn under the *Workers Compensation Act* providing the Nurse is able to establish, satisfactory to the Employer, that the illness or injury prevents the Nurse from working and the Nurse has sufficient sick leave credits.

- (c) In such case, the Nurse must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the Nurse, up to the level of the payment advanced by the Employer.

16.07 WCB and Return to Work

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

16.08 The provisions of Article 16.05, 16.06 and 16.07 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position). However, a Casual Nurse may otherwise be eligible for Workers' Compensation Benefits.

ARTICLE 17 PERSONAL PROPERTY

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

ARTICLE 18 **PROHIBITION OF DISCRIMINATION**

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

ARTICLE 19 **RETIREMENT ALLOWANCE, PENSION PLAN RETENTION BONUS AND RETIREE RECRUITMENT INCENTIVE**

19.01 **Retirement Allowance**

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

This provision is not applicable to a Casual Nurse.

19.02 **NSHEPP Pension Plan**

- (a) All members of the Bargaining Unit represented by the Nova Scotia Nurses' Union shall be members of the **NSHEPP** pension plan, subject to the eligibility provisions of the **NSHEPP** pension plan.
- (b) The Employer shall request on an annual basis that representatives of the **NSHEPP** pension plan are available in person or through alternative communication methods for Nurses to obtain information about the terms of the Pension Plan.
- (c) **Work After Retirement**
The Employer shall advise all nurses who are seeking retirement about the possibility of returning to work as a Casual Nurse or a Regular Part-Time Nurse while at the same time being in receipt of pension benefits in accordance with provisions of the **NSHEPP** pension plan and the Portability provisions of Article 21 of this Collective Agreement.

19.03 **Nurse Retention Bonus**

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

This provision is not applicable to a Casual Nurse.

19.04 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 at any Long-Term Care Facility listed in Appendix “E” for at least twenty-four (24) “relief” shifts in a 12 month period. The Casual Nurse must pre-apply in writing in order to participate in the incentive. The \$500 will be paid to the Nurse after the completion of the minimum twenty-four (24) “relief” shifts. For clarity, the “relief” shifts must be shifts worked on a casual basis and does not include any “relief” shifts worked while holding a regular or temporary position with the Employer. 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 AND GROUP BENEFITS

20.01 Sick Leave Benefits

- (a) 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 with pay if the Nurse is not otherwise receiving pay for that day, and providing the Nurse has sufficient sick leave credits.

- (b) A Casual Nurse (except a Casual Nurse while in a Temporary Position) is not entitled to sick leave which means the Casual Nurse is expressly excluded from the provisions of Article 20.01 to 20.06 inclusive and Article 20.09.

20.02 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.

20.03 Credit Accumulation

Paid sick leave shall accumulate at the rate of twelve (12) hours per one hundred and seventy-three and three tenths (173.3) hours worked, effective the first day of employment. The maximum amount of accumulation shall be one thousand forty (1,040) hours.

“Hours worked” for the purposes of sick time credit accumulation does not include paid sick time, or Workers’ Compensation.

A Nurse can accumulate, but cannot use sick leave credits during the probationary period.

20.04 Annual Statement

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

20.05 Evidence of Illness

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

20.06 Union Representation

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

20.07 Confidentiality Of Health Information

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

20.08 Payment For Certificates And Examinations

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

20.09 Sick Leave Medical/Dental; Family; Emergency

Nurses with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of forty (40) hours per annum (pro-rated for Part-Time Nurses based on regular hours paid) debited against sick leave credits in order to:

- (a) engage in and facilitate the Nurse's personal preventative medical or dental care. Nurses shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the Nurse is scheduled to work. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
 - (i) the Nurse's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the Nurse's immediate family as defined in Article **4.06** who has become ill or disabled, in order to make alternate care arrangements where the Nurse's personal attention is required and which could not be serviced by others or attended to by the Nurse outside of his/her assigned shifts;
 - (iii) there is a critical condition (e.g. Fire, Flood) (excluding conditions included in Article 9.11 and 9.12) which requires the Nurse's personal attention which could not be serviced by others or attended to by the Nurse outside of his/her assigned shifts.

The Employer may require verification of the condition claimed.

- (c) A Nurse will be permitted to use up to sixteen (16) of the hours referred to in Article 20.09 (pro-rated for Part-Time Nurses based on regular hours paid) to attend to Medical and Dental appointments for their Immediate Family. Nurses shall endeavour to arrange for such appointments during off duty hours.

20.10 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.

20.11 Group Insurance

- (a) The Employer shall continue to provide group health benefit insurance with cost share and coverage as outlined in Appendix “G”.
- (b) Participation in the group health benefit plan is mandatory under the cost sharing provisions outlined above for any Nurse who has completed her probationary period and is otherwise eligible for participate under the terms of the plan, unless the Nurse establishes to the Employer that she has cover under a spouse’ or common law spouse’s plan.

The provisions of Article 20.11 are not applicable to a Casual Nurse.

ARTICLE 21 PORTABILITY OF BENEFITS

21.00 Nurse Mobility

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

This provision is not applicable to a Casual Nurse except Casual Seniority shall be portable to a Casual Position.

21.01 Canadian Nurse Portability

In the event that the Employer hires a Nurse to a Regular position to commence work within six (6) months of the Nurse leaving employment from a position in any other bargaining unit represented by a member of the Canadian Federation of Nurses’ Unions (including but not limited to British Columbia Nurses Union (BCNU), United Nurses of Alberta (UNA), Saskatchewan Union of Nurses’ (SUN), Manitoba Nurses Union (MNU), Ontario Nurses Association (ONA), New Brunswick Nurses Union (NBNU), Newfoundland and Labrador Nurses Union

(NLNU), and Prince Edward Island Nurses Union (PEINU)), the Nurse shall be credited with equivalent Seniority as at the time of termination from the other bargaining unit.

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

ARTICLE 22 TERMINATION OF EMPLOYMENT

22.01 Notice of Resignation

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

When a Nurse resigns, is discharged, retires or dies, the Nurse or the estate shall receive payment in proportion to any unused vacation leave credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer from any accrued benefits.

22.02 Reasons for Suspension or Termination

In the event of suspension or termination of a Nurse's employment by the Employer, the Nurse shall be given written reasons for the action taken. If this procedure is not followed the action taken shall not be void, but the time limits under Article 14 shall not commence until the notice is given.

22.03 Requirement of Just Cause for Discipline

- (a) It shall be a violation of this Agreement, subject to the Grievance and Arbitration procedures herein, if a Regular Nurse is suspended or disciplined, or has been discharged by the Employer without just cause.
- (b) A Casual Nurse shall not be disciplined except for just and sufficient cause.
- (c) Where the Employer has determined that it will not longer offer work to a Casual nurse, it shall provide the Casual Nurse with a letter so advising within twenty (20) working days of its decision. The discontinuance of the assignment of shifts to a Casual Nurse shall not be deemed to be disciplinary and may not be the subject of a grievance.

- (d) In the event that a Casual Nurse does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, the employment of the Casual Nurse will be deemed terminated and shall not be deemed disciplinary and shall not be subject of a grievance.

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

22.05 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

22.06 A Nurse who has been subject to disciplinary action other than suspension may after twenty-four (24) months of continuous Service from the date the disciplinary measure was invoked, request in writing that the personnel 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.

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

ARTICLE 23 **DEFERRED SALARY LEAVE PLAN**

23.01 A Deferred Salary Leave Plan as outlined in Appendix "H" will be available to Nurses.

ARTICLE 24 ALCOHOL AND DRUG DEPENDENCY

24.01 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 co-operate in encouraging Nurses afflicted with alcoholism or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided Nurses have sufficient sick leave credits, they shall be eligible for sick leave benefits for one authorized treatment program.

The sick leave provisions of this Agreement are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

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

ARTICLE 25 PERSONNEL FILES AND PERFORMANCE APPRAISALS

Performance Appraisal

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

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

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

ARTICLE 26 WEEKEND NURSE

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

ARTICLE 27 LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

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

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

ARTICLE 28 REGIONAL UNION MANAGEMENT CONSULTATION COMMITTEE

28.01 The Union and the Employer agree to establish/maintain a Regional Union Management Consultation Committee ("Regional Committee") which shall be comprised of at least one (1) representative of the Local Union from each Facility in that Region and an equal number of representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.

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

28.03 Topics for discussion may be agreed upon by the Regional 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.

28.04 The Regional Committee shall meet to discuss matters of concern between the Parties which may include the following:

1. Staffing
2. Orientation
3. Workload
4. Scheduling
5. Transfers
6. Reassignment
7. Scheduling difficulties created by short-term and long-term absences
8. Layoffs
9. Correcting conditions causing grievances and misunderstanding but not any matter that has been referred to the grievance and arbitration process

28.05 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.

28.06 The Regional Committee shall be responsible for:

1. defining problems
2. developing viable solutions to such problems
3. recommending the proposed solutions to the appropriate Employer authority.

28.07 No Nurse shall suffer a loss of regular pay and benefits while attending the Regional Committee. Every effort will be made to use teleconferencing, videoconferencing or other technology for the meeting. When Nurses are required to travel, the Nurse shall be reimbursed travel expenses to attend the meeting within the Region on the basis of the Employer's mileage chart.

ARTICLE 29 PROVINCIAL UNION MANAGEMENT CONSULTATION COMMITTEE

29.01 The Union and the Employer agree to establish/maintain a Provincial Union Management Consultation Committee ("Provincial Committee") which shall be comprised of one (1) representative from each Region listed in Appendix "E" in which there is a Facility covered by the Agreement and an equal number of representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.

29.02 The Provincial Committee shall meet no less than once annually. Either party may request additional meetings on two (2) weeks notice in which case a meeting will be scheduled if mutually agreeable to the Parties.

29.03 Topics for discussion may agreed upon by the Provincial 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.

29.04 The Provincial Committee shall meet to discuss matters of concern between the Parties which may include the following:

1. Staffing
2. Orientation
3. Workload
4. Scheduling
5. Transfers
6. Reassignment

7. Scheduling difficulties
8. Layoffs
9. Correcting conditions causing grievances and misunderstanding but not any matter that has been referred to the grievance and arbitration process

It would be expected that matters to be dealt with by the Provincial Committee will affect more than one Region.

29.05 Minutes are to be drafted by the person appointed to act as secretary to the Provincial Committee. The draft minutes shall be typed and circulated by the Employer not later than three (3) calendar weeks following the meeting.

29.06 The Provincial Committee shall be responsible for:

1. defining problems
2. developing viable solutions to such problems
3. recommending the proposed solutions to the appropriate Employer authority.

29.07 No Nurse shall suffer a loss of regular pay and benefits while attending the Provincial Committee. Every effort will be made to use teleconferencing, videoconferencing or other technology for the meeting. When a Nurse is required to travel, expenses will be compensated in accordance with Appendix "F".

ARTICLE 30 **WORKLOAD**

30.01 (a) A Nurse who believes that adequate and safe care of residents cannot be provided because of that Nurse's workload, shall bring the matter to the attention of the immediate Supervisor. If the matter is not satisfactorily resolved, the Nurse may file a written report (Clinical Capacity Form) which is attached at Appendix "D" which shall be submitted to the Employer.

(b) Failing resolution of the issue, the Nurse may refer the matter to the Union Management Consultation Committee as set out in Article 29.

ARTICLE 31 **NO STRIKE/NO LOCKOUT**

31.01 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**

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

The Parties have executed this Agreement on the day of , **2013**.

FOR THE EMPLOYER

FOR THE UNION

Beth Millard-Hales
Director,
Employee and Labour Relations

Janet Hazelton, President

Chris LaBréche, RN, BScN
Vice-President,
Operations Enhanced Care NS

Christine Vanzoost, V.P.

APPENDIX "A"
SALARY SCHEDULE

(Hourly rate determined by 2080 hours)

Registered Nurse

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%	
				Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
RN-2	Start	\$29.1654	\$60,664	\$29.8945	\$62,181	\$30.7914	\$64,046
<i>Staff Nurse as a Registered Nurse</i>	Year 1	\$30.0293	\$62,461	\$30.7801	\$64,022	\$31.7035	\$65,943
	Year 2	\$31.0014	\$64,483	\$31.7765	\$66,095	\$32.7298	\$68,077
	Year 3	\$32.0817	\$66,730	\$32.8838	\$68,399	\$33.8703	\$70,451
	Year 4	\$33.2000	\$69,056	\$34.0300	\$70,783	\$35.0509	\$72,906
	Year 5	\$34.3620	\$71,473	\$35.2211	\$73,260	\$36.2777	\$75,458
	Year 25	\$35.5649	\$73,975	\$36.4540	\$75,824	\$37.5476	\$78,099

RN-1

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%	
				Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
RN-1	Start	\$25.3649	\$52,759	\$25.9990	\$54,078	\$26.7790	\$55,701

Licensed Practical Nurse (LPN)

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%	
				Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
LPN-2 (Licensed Practical Nurse)	Start	\$20.9495	\$43,575	\$21.4733	\$44,664	\$22.1175	\$46,004
	Year 1	\$21.4293	\$44,573	\$21.9651	\$45,687	\$22.6240	\$47,058
	Year 2	\$21.8923	\$45,536	\$22.4396	\$46,674	\$23.1128	\$48,075
	Year 3	\$22.4995	\$46,799	\$23.0620	\$47,969	\$23.7539	\$49,408
	Year 25	\$23.2870	\$48,437	\$23.8692	\$49,648	\$24.5853	\$51,137

Note: * For the Recruitment and Retention Incentive for LPNs, entitlement is subject to Article 8.01 B.

Graduate Practical Nurse

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%	
				Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
LPN-1 (Graduate Practical Nurse)	Start	\$17.8913	\$37,214	\$18.3386	\$38,144	\$18.8888	\$39,289

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:

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

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

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

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

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

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

: one thousand four hundred forty-five dollars (\$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:

: 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:

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

NURSING PRACTICE AND NURSING LEADERSHIP PREMIUMS - GROUP C

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

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

exhaustive but will guide the Employer in determining relative point values for other approved activities.

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

A Nurse who qualifies for either premium shall be paid an annual supplement of \$850 each, and shall then be paid as a lump sum payment by December 15 in the year to Nurses who achieve the eligibility for them in accordance with Appendix "B". The premiums shall be prorated for Part-Time and Casual Nurses based on regular hours worked in the previous 12 month period from November 1st to the prior October 31st for the year of eligibility.

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

NURSING PRACTICE PREMIUM - GROUP C
(For illustrative Purposes)

CERTIFICATION IN A SPECIALTY (25 points)

Defined course of study/evaluation

Not covered by a premium

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

COURSE IN A SPECIALTY (20 points)

Evaluation/Recertification

National/International standards

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

COURSE IN A SPECIALTY (15 points)

Internally/Externally developed

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

COURSE IN A GENERAL SKILL/THEORY (10 points)

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

COURSE IN PROFESSIONAL/PERSONAL DEVELOPMENT (10 points)

E.g. Leadership course, Preceptorship course

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

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

INSERVICE/FACILITY BASED EDUCATION SESSIONS (5 points)

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

E-LEARNING (5 points)

E.g. Telehealth, public domain modules

NURSING LEADERSHIP PREMIUM - GROUP C
(For illustrative Purposes)

CATEGORIES:

A. 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

B. 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

C. 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)

D. 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)

E. 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)

F. 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)

G. 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)

H. 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)

APPENDIX "C"
LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

MEMORANDUM OF AGREEMENT #1

Supplementary Leave Credits – Late Career Registered Nurses

The Employer will grant paid leave of up to 40 hours per year to a Registered Nurse who is in receipt of the Long Service Increment – (e.g. more than 25 years Service). Scheduling of such leave shall be done by mutual agreement, however, it may not be taken during the summer vacation or the Christmas Holiday period. Such a Registered Nurse may not carry over such credit hours from one year to the next.

MEMORANDUM OF AGREEMENT #2

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 OF 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 Local Union Representatives of the Union Management Consultation Committee, (LUMCC) 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 LUMCC.
3. If approved by the Employer, the proposal shall be referred to the LUMCC 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 LUMCC.
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 LUMCC 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.
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. In addition, the Employer will advise the Local Union of either its intention to post the remaining hours or part time equivalent of full-time hours within a reasonable time frame, pursuant to the provisions of Article 12, or to hold the posting. If the Employer intends to hold the posting, it shall also provide the reason(s) for doing so.
4. The Employer will maintain a record of all reduced positions created and the remaining hours. A copy of such documentation will be forwarded to the Local Union regularly.

5. The Employer may consider a request for an extension of the temporary reduction of hours and appointment status subject to the above noted considerations of operational requirements. The Employer will advise the Local Union if an extension is approved.
6. A Regular Nurse who has requested a temporary or permanent reduction in her hours of work and appointment status has status as a Part-time Nurse and the relevant provisions of the collective agreement shall apply.
7. 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.
8. In extraordinary 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 #5

JOB SHARING

Taking into consideration the fact that the Employer wishes to retain well-qualified staff who are unable to provide a full-time commitment and that a job sharing arrangement can enable this to happen, the Employer and the Union agree to the following provisions:

- (a) Job sharing requests with regard to Full-Time positions shall be considered on an individual basis and the Employer reserves the right to determine the appropriateness of any such arrangement and whether or not to grant a request to job share.
- (b) A Nurse who is in a job sharing arrangement shall be considered a Part-Time Nurse as defined in Article **4.10** of the Collective Agreement and shall share rotation of the position.
- (c) Either of the Nurses in a job share arrangement may discontinue the job sharing by giving the Employer and the partner thirty (30) days prior written notice.
- (d) The Employer may cancel any job sharing arrangement by giving thirty (30) days prior written notice to the Nurses affected and the Union. The affected Nurses will return to their former or equivalent positions. The Employer will make every reasonable effort to continue job sharing arrangements.
- (e) If one job partner leaves a job sharing arrangement which the Employer has agreed to, and the Employer agrees to continue with that job share

arrangement, the vacancy will be posted by the Employer in accordance with the provisions of Article 12.01.

If one of the job partners leaves and the Employer does not wish to continue the job sharing arrangement, the regular Part-Time Nurse(s) in the job sharing arrangement will return to their former or equivalent positions. In the event that this is not the original full time position which became the job share position, the Full-Time position will be posted in accordance with the provisions of Article 12.01.

- (f) The Nurses will determine the division and scheduling of their assigned hours between them and then seek agreement to that schedule from the Employer.
- (g) The Employer will be responsible for scheduling a replacement Nurse where it deems necessary in cases of absence due to illness, or holidays.
- (h) Overtime shall be payable to a Nurse who is participating in a job sharing arrangement in accordance with the Collective Agreement, unless the Nurse has exchanged shifts with another Nurse for her convenience.
- (i) The overall cost to the Employer for holidays or any other employment related benefits shall not increase because of a job sharing arrangement.
- (f) Casual Nurses shall be permitted to participate in a job share arrangement but may not be permitted to initiate the proposal for a job share arrangement.

MEMORANDUM OF AGREEMENT #6

UNIFORMS

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

MEMORANDUM OF AGREEMENT #7

DENTAL PLAN

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

1. The Employer will make every effort to make Dental benefits available to eligible permanent Nurses in the bargaining unit effective January 1, 2014. However, the Dental benefits will be made available not later than March 31, 2014.
2. Subject to the eligibility requirements of the plan selected by the Employer, participation in the plan will be mandatory for all Nurses, except where satisfactory proof of coverage under a spousal plan is provided. The Employer will receive input through the UMCC committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.
3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Nurse.

MEMORANDUM OF AGREEMENT #8

RECRUITMENT AND RETENTION

Both parties acknowledge that new graduates in the Nursing field are facing difficulty entering the employment market. Accordingly, it is agreed that NSNU and Employer representatives will meet to discuss the impact of retention initiatives, hiring policies and operational changes on the ability to accommodate new entrants to Nova Scotia's Healthcare system

MEMORANDUM OF AGREEMENT #9

The parties acknowledge that as part of her regular duties a Nurse may be required to provide consultation, supervision and respond to inquiries in respect of resident care and other issues from LPNs who are located in other Facilities. The Employer will provide education, support and resources as necessary to perform these duties.

The parties will meet to discuss this should any concerns or issues arise.

The Parties have executed this Agreement on the _____ day of _____, **2013.**

FOR THE EMPLOYER

FOR THE UNION

Beth Millard-Hales
Director,
Employee and Labour Relations

Janet Hazelton, President

Chris LaBréche, RN, BScN
Vice-President,
Operations Enhanced Care NS

Christine Vanzoost, V.P.

APPENDIX "D"

CLINICAL CAPACITY REPORT

EMPLOYER NAME: _____

FACILITY: _____

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

UNIT: _____ SHIFT/TIME OF OCCURRENCE: _____

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

(3) Number of Residents on Unit: _____

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

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

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

Signature

Original to Employer
Cc: Local Union President, Nurse

GUIDELINES FOR USE

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

APPENDIX "E"

LONG-TERM CARE FACILITIES

**(COVERED BY THIS AGREEMENT)
(as of August 22, 2011)**

Region 1

(Colchester & Cumberland Counties)

- Cedarstone (Truro)
- Debert Court (Debert)
- Elk Court (Brookfield)
- Northumberland Hall (Amherst)
- Vimy Court (Bible Hill)

Region 2

(Cape Breton)

- Celtic Court (Sydney)
- Harbourstone (Sydney)

Region 3

(Valley/South Shore)

- Blomidon Court (Greenwich)
- Orchard Court (Kentville)
- Ryan Hall (Bridgewater)

Region 4

(Dartmouth)

- Bissett Court (Cole Harbour)
- Glasgow Hall (Dartmouth)

Region 5

(Halifax)

- Arborstone (Halifax)
- Maplestone (Halifax)
- Parkstone (Halifax)

APPENDIX “F”

TRAVEL EXPENSES – PROVINCIAL MEETING

When the Provincial Meeting is held in HRM (Regions 4 & 5) Nurses within the Region will be compensated on the same basis as attendance at the Regional meeting.

Nurses in the Colchester / Cumberland Region (1) will receive a travel stipend in the amount of \$25 if they are travelling to the meeting in their own vehicle.

Nurses in the South Shore / Valley Region (3) will receive a travel stipend in the amount of \$25 dollars if they are travelling to the meeting in their own vehicle.

Nurses in the Cape Breton Region (2) will receive a travel stipend in the amount of \$100 dollars if they are travelling to the meeting in their own vehicle.

APPENDIX "G"

GROUP HEALTH BENEFIT INSURANCE

Benefits	Employer %	Employee %
Life Insurance	100%	0%
AD&D	100%	0%
Extended Health Care	65%	35%
Drug Coverage Managed Health Care Management	65%	35%
Dental (Basic)	50%	50%
Long Term Disability	0%	100%

APPENDIX "H"
DEFERRED SALARY LEAVE PLAN

A deferred salary leave plan will be available for employees who are interested in participating. The Parties agree that the plan may be discontinued by the Employer at any time. At the time of discontinuance, Nurses already approved in the plan will be able to take their leave.

The plan is flexible. The Nurse and the Employer may agree to defer any fixed percentage of salary to correspond to the number of years of deferral in order to finance the leave.

Any regular full time or part time Nurse is eligible to participate in the plan, provided the Nurse has been employed for a minimum of two (2) years. Casual Nurses are excluded from participation in this plan.

A Nurse may make written application to the administrator at any time requesting permission to participate in the plan.

Written acceptance or denial, with explanation of the request, shall be forwarded to the Nurse within thirty (30) days of receipt of application.

In each year of the plan, preceding the year of the leave, a Nurse shall be paid a reduced percentage of the Nurses' applicable annual salary. The remaining percentage of annual salary shall be deferred and this accumulated amount plus interest earned shall be retained for the Nurse by the Employer to finance the year of the leave.

The deferred income for each Nurse shall be managed by Shannex Health Care. Interest will be paid by using the current applicable bank savings rate.

The Employer shall provide the Nurse enrolled in the plan with a statement of amount deferred and interest earned each year.

While a Nurse is enrolled in the plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the Nurse would have received had she not been enrolled in the plan.

Each participant in the plan shall notify the Employer, in writing, four (4) weeks in advance of the commencement of their leave, whether or not the Nurse wants benefits such as Blue Cross, etc. to continue during the leave. The premium costs of all benefits shall be paid by the Nurse during the year of the leave.

While on leave, any benefits tied to salary leave shall be structured according to the salary the Nurse would have received in the year prior to taking the leave had she not been enrolled in the plan.

Sick leave credits shall not accumulate and cannot be used during the year spent on leave.

Vacations earned in the year prior to the leave will be granted in the year following the leave.

The monies accumulated plus interest shall be paid biweekly to the Nurse.

On return from leave, a Nurse shall be assigned to his/her former or equivalent position.

A Nurse may withdraw from the plan any time prior to 90 days of the calendar year in which the leave is to commence. Any exceptions to the aforesaid shall be at the discretion of the Employer.

If a Nurse withdraws, the Nurse shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within 90 days of withdrawal from the plan.

Should a Nurse die while participating in the plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Nurse's estate.

All Nurses wishing to participate in the plan shall be required to sign the attached contract before final approval for participation is granted.

There will be an administrative fee of not more than fifty dollars (\$50.00) per year taken from the deferred salary leave monies.

Once entered into, the contract provisions concerning percentage of salary and year of leave may be amended by mutual agreement.

This agreement shall be in compliance with the *Income Tax Act*.

The Nurse can only take subsequent leaves, after the first leave, every five years.

Each Nurse agrees to continue their employment for at least one (1) full year following the leave.

DEFERRED SALARY LEAVE PLAN CONTRACT

1. ENROLLMENT DATE

I wish to enroll in the deferred salary leave plan commencing _____.

2. YEAR OF LEAVE

I shall take my leave of absence from _____ to _____.

3. FINANCIAL ARRANGEMENTS

The financing of my participation in the deferred salary leave plan shall be according to the following schedule:

- 1) Commencing _____, I wish to defer a percentage of each of my salary payments for the next _____ years in accordance with the following schedule:

Year 1 - \$
Year 2 - \$
Year 3 - \$
Year 4 - \$
Year 5 - \$

(Complete required number of years and amount of deferral, not to exceed five (5) years)

- 2) Annually, Shannex shall provide me with a statement regarding the status of my account.
- 3) The final payment of the year of the leave shall be adjusted to include interest earned on the balance of monies held in my account.
- 4) I understand that I am responsible for payments of all benefits during the term of my leave and, if I wish Shannex Health Care to continue payments for me, I shall (tick off one box).

___ a) Pay the first and last month's premiums ahead of time and at the beginning of each month to the Home.

___ b) I authorize Shannex Health Care to deduct the premium payments out of my accrued monies.

Failure to meet payments under (a) above will result in Shannex not being liable for payments of my benefits to ensure coverage.

- 5) This leave is subject to the *Income Tax Act*.
- 6) I have read, understood and accept the above terms and conditions including the Letter of Understanding re the Deferred Salary Plan.

SIGNED THE _____ DAY OF _____.

**Signature of the Administrator
Or designate approving this leave**

Nurse's Signature