

# **COLLECTIVE AGREEMENT**

**Between**

**The Board of Management of**

**THE TWIN OAKS SENIOR CITIZENS ASSOCIATION  
THE BIRCHES**

**Musquodoboit Harbour, Nova Scotia**  
(hereinafter referred to as the "Employer")

**- and -**

**THE NOVA SCOTIA NURSES' UNION**  
(hereinafter referred to as the "Union")



**November 1, 2012 - 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**

**1:00** 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**

**2:00** The Employer recognizes the Nova Scotia Nurses' Union as the sole and exclusive collective bargaining agent for a Bargaining Unit consisting of all Regular Full-Time, Regular Part-Time, Temporary and Casual Registered Nurses employed as such by the Employer in Musquodoboit Harbour, Nova Scotia, but excluding Management, employees covered by another collective agreement and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 1 of the *Trade Union Act*.

**2:01** Any provision contained herein may be waived only by written agreement of the Parties. No Nurse shall be required or permitted to make any written or verbal agreement with the Employer, its representative or supervisor which is contrary to the terms of this Collective Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

**3:00** The Employer reserves and retains, solely and exclusively, all rights to manage the business including the right to direct the workforce and to make reasonable rules provided that such rights are exercised in accordance with the terms and conditions of this Collective Agreement.

**3:01 Contracting Out**

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

**ARTICLE 4 - DEFINITIONS**

**4:00 Casual Nurse**

means one who is employed on an occasional, non-regularly scheduled basis to replace a Full-Time or Part-Time Nurse absent from work due to short-term illness, vacation, bereavement leave, emergencies or other unforeseen circumstances. A Casual Nurse is a member of the Bargaining Unit and regulated by the provisions of the Collective Agreement except where expressly noted otherwise.

**4:01 Employer or Home**

is The Twin Oaks Senior Citizens Association, The Birches.

**4:02 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. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**4:03 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, **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.

**4:04 Local Union**

means the Twin Oaks/Birches Local of the Nova Scotia Nurses' Union.

**4:05 Nurse**

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

**4:06 Paid hours**

means hours for which a Nurse is entitled to receive pay from the Employer.

**4:07 Part-Time Nurse**

is a Nurse hired to a position to work on a regular or temporary basis that is less than the work period of a Full-Time Nurse. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**4:08 Pension Plan**

means the **Nova Scotia Health Employees'** Pension Plan or successor defined benefits pension plan.

**4:09 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 Union Management Consultation Committee.
- (b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary Nurse shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- (c) Any Nurse who resigns after completing her probationary period but who is rehired by the same Employer within six (6) months of her resignation shall be required to serve a probationary period of up to 360 hours worked. This probationary period may be extended by mutual agreement between the Employer and a Union Representative of the Union Management Consultation Committee.

**4:10 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. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**4:11 Registered Nurse**

is a Nurse who is currently registered with the College of Registered Nurses of Nova Scotia and is employed at The Twin Oaks Senior Citizens Association, The Birches as a Registered Nurse.

**4:12 Regular Nurse**

is a Nurse who occupies a permanent Part-Time or Full-Time position as an employee of the Employer. This provision is not applicable to a Casual Nurse.

**4:13 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. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**4:14 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 4:14 (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 equaling one (1) year of service.

**4:15 Spouse**

means a legal marriage partner or a live-in partner who has been identified by the Nurse to the Employer in writing 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.

**4:16 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.).

**4:17 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 consecutive work weeks or more, the Employer shall post the position pursuant to Article 12 and shall indicate on the posting the expected duration of the Temporary Position. The Temporary Position may be extended, shortened or terminated at the Employer's discretion.
- (v) In the event that a Temporary Position is to be extended from the original duration, the Nurse filling the position will be given the option of remaining for the extended period or returning to her previous position or casual status, where applicable, and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position or casual status, where applicable, and salary, without loss of Seniority.
- (vi) A Regular Nurse in a Temporary Position is a Regular Nurse. Upon the termination of a Temporary Position, a Regular Nurse filling a Temporary Position shall return to the Regular Nurse's previous position, or if it has been discontinued, to an equivalent position.
- (vii) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**4:18 Union**

means the Nova Scotia Nurses' Union.

**4:19 Union Management Consultation Committee**

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

**4:20** 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**

**5:00** The Union shall provide the Employer with a list of the Nurses designated as representatives of the Union which will include members of the Nova Scotia Nurses' Union Board of Directors or Standing Committees (if applicable), the members of the Local Executive, and shop stewards. The list will include the title of the Union position, the general role of the designation and the duration of the appointment.

### **5:01 Collective Agreement Administration**

- (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 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.

### **5:02 Assistance of NSNU Representative**

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

### **5:03 Notice of Participants**

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

### **5:04 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.

**5:05** Up to two (2) representatives designated by the Union shall not suffer loss of pay as a result of involvement in direct negotiations between the Employer and the Union.

**5:06 Reproduction of the Agreement**

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

**5:07 Union Leave**

- (a) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request, the Employer shall grant leaves of absence without pay for one (1) Nurse chosen to represent the Nurses' Union at the Annual and/or Provincial Meetings.
- (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 5.04) 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.**

**5:08** 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.

**5:09** 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.

**5:10 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 a 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.

**5:11 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.

**5:12 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.

**5:13 Mutual Agreements**

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

**5:13 Bulletin Boards**

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

**ARTICLE 6 - DUES DEDUCTIONS AND UNION SECURITY**

**6:00 Membership**

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

**6:01 Union Dues Deductions**

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

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

**6.03** The Union agrees to inform the Employer four (4) weeks in advance of the date of any change in the amount of Union dues. The Union agrees to bear the cost of

implementing a change in the method of calculating union dues, if the Union should change from either a fixed deduction amount or a percentage of salary.

- 6.04** The Employer agrees to deduct dues in arrears when requested in writing by the Union to do so, and the Union agrees to make refund to a Nurse concerned when there is an over deduction of dues.
- 6.05** The Union shall indemnify and save the Employer harmless from any liability arising out of deductions made in accordance with Article 6.01 herein.
- 6.06** The Employer shall endeavour to advise a representative of the Local Union of all appointments, leaves of absence, resignations, and retirements.
- 6.07** **Licensing Body Dues Deduction**  
The Employer may deduct the annual professional registration dues payable by a Nurse from the salary of the Nurse on written request by the Nurse. It is the responsibility of Nurses to provide the Employer with the required information regarding licensing in a timely manner.

## **ARTICLE 7 - HOURS OF WORK, OVERTIME, ON CALL, CALL BACK**

- 7:00** (a) The hours of work shall be eighty (80) hours per two (2) week period consisting of ten (10) eight (8) hour shifts. The shift will be inclusive of a thirty (30) minute meal break and inclusive of two (2) fifteen (15) minute coffee breaks.
- (b) Twelve (12) hour shifts are permissible by agreement between the Union and the Employer. Nurses working a twelve (12) hour shift shall receive entitlements of this Agreement on a pro rata basis.
- (c) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).
- 7:01** Except in extenuating circumstances, Nurses shall not be required to work more than 7 consecutive days between days off. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).
- 7:02** Members of the Bargaining Unit will continue to have the opportunity to develop their work schedule in accordance with the provisions of this Agreement. Once developed, the schedule shall be submitted to management for approval and may be changed to accommodate operational requirements which arise from time to time.

**7:03 Nursing Coverage**

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

**7:04 Guaranteed Work**

Nurses who report for work as scheduled by the Employer will be guaranteed work for that shift. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**7:05 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.

**7:06** The Employer will endeavour to provide sixteen (16) hours between regularly scheduled shifts (twelve (12) hours between twelve hour shifts) unless mutually agreed upon otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**7:07 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 7:10) of this Collective Agreement.
- (d) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**7:08** Attendance at a minimum of four (4) departmental staff meetings per year is expected. Nurses on duty when monthly departmental meetings are held shall attend such meetings unless the Employer determines they are needed in their particular area of work. Off-duty Nurses shall be entitled to time off equal to the duration of such meetings to be taken at a date mutually agreeable to the Employer and the Nurse.

**7:09** Each Nurse shall receive at least one weekend off in each four (4) week period unless there is mutual agreement upon another arrangement between the Nurse and the Employer. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**7:10** Time worked in addition to the regular scheduled shifts or time worked in a bi-weekly pay period that is in excess of eighty (80) hours 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. A Nurse who works in excess of four (4) continuous hours overtime 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 (1<sup>st</sup>) four (4) hours of overtime.

**7:11** Overtime shall be paid within two (2) pay periods of its occurrence, unless mutually agreed otherwise by the Nurse and the Employer or unless the Nurse opts for time in lieu under Article 7:15.

**7:12** Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift.

**7:13 Meal Allowance on Overtime**

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

(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.

**7:14** Each Nurse shall receive 4 days off in each 2 week period, and these shall be given in no more than 2 segments unless mutually agreed upon otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**7:15** A Nurse may take time off in lieu of premium pay for overtime worked, if it is agreeable to the Nurse and the Employer. For clarity, if a Nurse is entitled to three hours' pay for two overtime hours worked, she is entitled to three hours' time off at regular rates of pay. Lieu time shall be taken at a time mutually agreed between the Employer and the Nurse. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**7:16 Call Back**

When a Nurse is required to report back to work after leaving the premises of the Employer following completion of a shift, but before the commencement of her next shift, she shall be paid for the extra time worked at a minimum of four (4) hours pay at straight time rates or overtime in accordance with Article 7.10, whichever is greater. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**7:17 Semi-Annual Time Change**

The changing of daylight saving time to standard time, or vice versa, shall not result in Nurses being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the Nurses completing their shift and those commencing their shift.

**7:18 Casual Nurses – Scheduling**

(a) Casual Nurses may be assigned work without advance notice and there shall be no financial penalty on the Employer. Casual Nurses may also have shifts cancelled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a



cancelled shift, the Casual Nurse shall be provided with work or be paid for the cancelled shift.

- (b) The assignment of Casual Nurses for available shifts as indicated in Article 4:00 shall be on the basis of availability and assigned at the Employer's discretion. Such shifts shall be distributed as equitably as possible.

**7:19 Casual Nurses – Availability**

- (a) Casual Nurses shall confirm to the Employer in writing the extent of their availability for shifts.
- (b) Casual Nurses who have indicated an availability to work, may be assigned 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 in writing to the Employer such change requires the approval of the Employer. Such Approval shall not be unreasonably denied.

**ARTICLE 8 – SALARIES, INCREMENTS, PREMIUMS**

**8:00 Recognition of Previous Experience**

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

One year of satisfactory recent nursing experience for the purpose of initial placement of a Nurse on the salary scale shall be equivalent to 2080 regular hours paid.

- (a) A Nurse with less than one (1) year of satisfactory recent nursing experience shall be placed at the start rate of the salary scale of Appendix "A".
- (b) A Nurse with a minimum of one (1) year of satisfactory recent nursing experience shall be placed at the one (1) year rate of the salary scale of Appendix "A".

- (c) A Nurse with a minimum of two (2) years of satisfactory recent nursing experience shall be placed at the two (2) year rate of the salary scale of Appendix "A".
- (d) A Nurse with a minimum of three (3) years of satisfactory recent nursing experience shall be placed at the three (3) year rate of the salary scale of Appendix "A".
- (e) A Nurse with a minimum of four (4) years of satisfactory recent nursing experience shall be placed at the four (4) year rate of the salary scale of Appendix "A".
- (f) A Nurse with a minimum of five (5) years or more of satisfactory recent nursing experience shall be placed at the five (5) year rate of the salary scale of Appendix "A".
- (g) A 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 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 the Anniversary Date, the Nurse shall be advanced to the next level on the increment scale within the Nurse's classification as listed in Appendix "A".
- (c) The original Anniversary Date is portable pursuant to the provisions of Article 21.
- (d) When a Nurse is appointed to a position with a higher classification and pay scale, the original Anniversary Date does not change. The Nurse is appointed to the level on the increment scale appropriate to his or her Anniversary Date.
- (e) A Nurse must commence a new Anniversary Date if she or he assumes a new professional designation.

## **8:02 Movement on the Increment Scale – Casual Nurses**

**Anniversary Date – Casual Nurse:** The date of the first shift worked as a Casual. Anniversary Date may change based on the provisions of Article 8:02 of the Collective Agreement.

- (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 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.
- (c) Casual Nurses cannot advance more than one level on the increment scale in any twelve (12) month period.

## **8:03 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 being identified.

## **8:04 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.

## **8:05 Hourly Rate**

The regular 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.

**8:06 Education Premiums**

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

**8:07 Facility Responsibility Pay**

In the absence of management staff, the Employer may designate a Nurse to be responsible for the facility. If designated, the **Nurse** will receive a premium of one dollar (\$1.00) per hour for each hour worked with the designated responsibility. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**8:08 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**.

**8:09 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.

**8:10 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.

**8:11 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.

**8:12** 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.

**8:13 Casual Nurses – In Lieu of Benefits**

In lieu of the benefits provided to Nurses under the Collective Agreement, Casual Nurses shall be compensated with a supplementary payment equal to six (6%) percent of their earnings in each bi-weekly pay period. This payment will represent four (4%) percent for vacation and two (2%) percent for all other benefits.

**ARTICLE 9 - LEAVES OF ABSENCE**

**9:00 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.
- (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) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**9:01 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 for the purpose of determining pay and

benefits, excluding provisions for accumulation of Seniority and movement along the increment scale.

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

#### **9:02 Return From Leave of Absence**

- (a) Before a Nurse may return to work from a leave granted under Article 9:00, she or he must provide a minimum of four (4) weeks written notice of the specific date of his or her return to work, or such shorter time as mutually agreed.
- (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. A Casual Nurse shall be returned to the Nurse's previous Casual Status.
- (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.
- (d) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

#### **9:03 Bereavement Leave**

**Immediate Family** is defined in Article 4:03 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 at work, if a death in the immediate family should occur, shall not be eligible for bereavement leave with pay.

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

#### **9:04 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 (26) weeks from the day the certificate was issued or, in the case where the Nurse began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Nurse must provide the Employer with a copy of the certificate.

The “in-law” and “step-relative” relationships referred to in this provision will only be considered “immediate family” in cases where it is a current relationship at the time of the request for the leave.

- (b) The Nurse may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week’s duration. The period of leave shall end when the earlier of the following occurs:
  - the recipient of the care or support dies, or
  - the expiration of the twenty-six (26) week period.

A Nurse who intends to take this leave shall advise the Employer as soon as possible.

- (c) The Employer shall grant to the Nurse the option of maintaining membership in the benefit 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 benefits plans the Nurse shall enter into an arrangement with the Employer to pay the cost required to maintain membership, including the Employer’s share thereof, and the Employer shall process the documentation and payments as arranged.
- (e) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

#### **9:05 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.

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

- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked. This provision (c) is applicable to a Casual Nurse provided the Casual Nurse is appearing as a witness for the Employer.
- (d) The leave of absence shall be sufficient in duration to permit the Nurse to fulfill the witness or jury obligation.
- (e) A Nurse given Court leave of absence without loss of regular pay shall pay to the Employer the amount that the Nurse receives for this duty. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position) other than as specified in Article 9:05(c).
- (f) The Nurse shall advise the Employer as soon as possible after receipt of a jury notice or subpoena.

#### **9:06 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.

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

**9:07 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.
- (f) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**9:08 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.

- (d) For the purpose of Article 9:08, the provisions of Articles 9:08 (b) and 9:08 (c) are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

## **ARTICLE 10 - VACATIONS AND HOLIDAYS**

### **VACATIONS**

#### **10:00 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.

"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.

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

#### **10:01 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. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

- 10:02** A Nurse shall receive vacation pay on the last office day preceding vacation provided three (3) weeks written notice is given. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**10:03 Annual Vacation Cut Off Date**

The cut off date for using accumulated vacation credits shall be March 31. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**10:04** Vacation shall be earned in one vacation year and taken in the immediately following vacation year. The vacation year is from April 1 of one year to March 31 of the following year. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**10:05 Carry Over of Annual Paid Vacation Leave**

If the Employer is satisfied that a Nurse's prolonged illness or injury prevented the Nurse from taking vacation during the vacation year, the Employer may allow the Nurse to carry over all or a part of his or her unused vacation credits to the subsequent vacation year. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**10:06** No vacation period of longer than ten (10) consecutive scheduled working days shall be taken during the months of July or August, unless mutually agreed between the Employer and the Nurse. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**10:07 (a)** Requests for a vacation period must be submitted in writing by Nurses to the Nurse who makes the schedule at least four (4) weeks in advance of the periods requested. Requests for summer vacations (June to August inclusive) must be submitted in writing by the 15<sup>th</sup> of April. The summer vacation schedule shall be posted and a copy submitted to the Director of Health Services/designate by May 15<sup>th</sup>. Changes to the vacation schedule may be necessary to meet the requirements of the Home. The Employer will endeavour to give Nurses affected as much advance notice as is possible of the change.

(b) Bargaining Unit members may develop their own vacation schedules subject to the Employer's approval and in accordance with the provisions of Article 10. Conflicts in vacation scheduling that are not resolved within the Bargaining Unit shall be determined by the Employer on the basis of Seniority and distributed among Nurses as equitably as possible.

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

**10:08** If a paid holiday falls or is observed during a Nurse's vacation period, the Nurse shall be permitted an additional vacation day with pay at a time mutually agreed upon between the Nurse and the Employer. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**10:09** No vacation shall be taken from December 15 to January 7 inclusive except by mutual agreement. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**10:10** 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 Vacation Cancellation**

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

**HOLIDAYS**

**10:12 (a)** The following eleven (11) calendar dates shall be recognized as "holidays":

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

- (b) Christmas Day, New Year's Day and Easter Sunday holidays will be given to Nurses alternately year to year. Each Nurse shall receive either Christmas Day or New Year's Day off on the actual day of the holiday. All Nurses will be given at least two other holidays off on the actual day of the holiday.
- (c) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

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

**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 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 or Part-Time Nurse who is regularly scheduled to work on a recognized Holiday shall be paid at the rate of one and one-half times (1.5 x) the Nurse's regular rate of pay; or
- B. A Nurse who works overtime (as defined in Article 7:10) 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** 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.

**10:17** Notwithstanding any other Article of this Agreement, when a holiday falls within a period when an Nurse is on authorized sick leave, or other authorized paid leave, a holiday is considered a holiday and no payment for any other type of leave will be made for that day. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**10:18 Holiday and Sick Leave Pay**

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

**10:19** For the purpose of determining whether a shift falls on a holiday, the night shift commencing at 11 p.m. the calendar day before the holiday and ending at 7:00 a.m. on the calendar day of the holiday, shall be the first shift of the day. Nurses working that shift and the two subsequent shifts shall be compensated in accordance with this Article.

**ARTICLE 11 - SENIORITY, LAY OFF, RECALL**

**11:00 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 Bargaining Unit wide basis unless otherwise specified in the Collective Agreement.

**B. Same Date Seniority**

**(i) Regular Nurses**

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

**(ii) Casual Nurse**

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

**11:01 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.

**11:02 Seniority Lists**

- (a) The Employer shall post a current Regular Seniority List for Regular Nurses annually in February for thirty (30) days and provide a copy of same to the Local Union.
- (b) Should the Union, Local Union, or any Nurse allege an error in a Seniority List, a written objection must be sent to the Employer within thirty (30) days of the date the Seniority List in question was first posted by the Employer. All corrected, or final Seniority Lists will be provided by the Employer to the Local Union and shall be deemed to be correct and accurate in all respects.
- (c) In the event that two Nurses' Seniority dates are the same, their placement on the list shall be determined by a lot draw.
- (d) A record as to the hours worked by a Casual Nurse shall be maintained by the Employer and be made available to the Union. This record shall constitute the Casual Seniority lists.

**11:03 Loss of Seniority And Employment**

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

- (a) The Nurse is discharged for just cause and is not reinstated.
- (b) The Nurse resigns or retires from employment.
- (c) After recall, the Nurse fails to notify the Employer as set out in lay off provisions unless such notice was not reasonably possible.
- (d) The Nurse is laid-off for more than two (2) years, subject to lay off provisions.
- (e) The Nurse is absent from work for three (3) consecutive scheduled shifts or more without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.



- (f) A Nurse who retires from employment loses employment and Service, but if within six months of the retirement, the Nurse returns to work in any Bargaining Unit represented by the Nova Scotia Nurses' Union, the Nurse will maintain the Seniority the Nurse had prior to retirement and may accumulate additional Seniority on either a Casual or Regular basis depending on the status of the appointment after retirement.
- (g) The Nurse fails to return from an approved leave of absence, without notifying the Employer unless such notice was not reasonably possible or takes unauthorized employment while on an approved leave of absence.
- (h) In the event that a Casual Nurse does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, such Nurse will be deemed terminated.

#### **11:04 Loss of Seniority**

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

#### **Layoff and Recall**

**11.05** In the event of lay offs, Nurses shall be laid off in reverse order of Seniority and recalled by order of Seniority except where the Employer determines that special

skills and/or qualifications are required. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**11.06 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 in which case as much notice as possible will be given.
- (d) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

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

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

**11.09 Working During Layoff**

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

**11.10 Recall From Layoff**

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

**11.11 Recall – Accept or Decline**

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

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

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

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

**11.12 New Employees**

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

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

**11.13** Nurses shall be laid off only for lack of work. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**ARTICLE 12 – VACANCIES AND PROMOTIONS**

**12:00 Posting**

Where a vacancy occurs, a new position is created within the Bargaining Unit or a temporary position exists as a result of a leave of absence of eight (8) weeks or more, a notice shall be posted as soon as possible after the Employer has

determined that a the vacancy exists and such notice shall be posted for a period of ten (10) calendar days. All applications for vacancies will be in writing. The name of the successful applicant shall normally be provided to the President of the Local Union within fourteen (14) calendar days of the appointment to the position.

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

**12:01 Selection**

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

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

**12:02** If the Employer does not intend to fill a vacancy it shall notify a Labour Relations Representative of the Union.

**12:03** The Employer shall refer to the number of hours worked as the determining factor where two or more Casual Nurses are deemed relatively equal in skills, abilities and qualifications for appointments to temporary vacancies or regular vacancies. In such case the Casual Nurses with the greater Casual Seniority will be given preference.

**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.

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

#### **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.

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

#### **12:06 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.

- 12:07** In cases of Nurse absence the Employer will make every effort to maintain its normal staffing pattern by temporary assignment as outlined in Article 12:00. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

### **ARTICLE 13 - PREGNANCY, PARENTAL and ADOPTION LEAVE**

#### **13:00 Pregnancy/Birth Leave**

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

- (d) Pregnancy leave shall begin on such date as the Nurse determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Nurse determines, but not later than fifty-two (52) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) Nurses on pregnancy leave shall not accrue hours worked for the 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 Nurses than those contained herein.

**13:01 Pregnancy Leave Notice**

- (a) A pregnant Nurse shall provide the Employer with at least four (4) weeks notice of the date the Nurse intends to begin pregnancy leave. Such notice and start date of the leave may be amended:
  - (i) by changing the date in the notice to an earlier date for medical reasons as verified by the Nurse's attending physician. In such cases the Nurse will provide as much advance notice of the revised start date of the leave as is possible; or,
  - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,
  - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice as required under Article 13:01(a) is not possible due to circumstances beyond the control of the Nurse, the Nurse will provide the Employer as much notice as reasonably practicable of the commencement of the Nurse's leave or return to work.
- (c) The Employer shall not terminate the employment of a Nurse because of the Nurse's pregnancy.

### **13:02 Pregnancy Leave - Employer Requirement**

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

### **13:03 Pregnancy Sick Leave**

Leave for illness of a Nurse arising out of or associated with a Nurse's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 13:00, may be granted sick leave in accordance with the provisions of the Collective Agreement. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

### **13:04 Pregnancy/Birth Leave 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 ( $\frac{1}{2}$ ) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the pregnancy leave. In the

case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the 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*.
- (f) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position for the length of the Temporary Position).

#### **13:05 Parental and Adoption Leave**

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

- (a) The parental leave of a Nurse who has taken pregnancy/birth leave and whose newborn child or children arrive in the Nurse's home during pregnancy/birth leave,
  - (i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the Nurse's returning to work; and
  - (ii) shall end not later than fifty-two (52) weeks after the parental leave began as determined by the Nurse.
  - (iii) In no case shall the combined pregnancy/birth and parental/adoption leaves to which Nurse is entitled exceed a maximum of fifty-two (52) weeks.
- (b) The parental leave for a Nurse who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 13:05(a),
  - (i) shall begin on such date coinciding with or after the birth of the child as the Nurse determines; and



- (ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the Nurse's home.
- (c) A Nurse who becomes a parent of one or more children through the placement of the child or children in the care of the Nurse for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:
  - (i) shall begin on a date coinciding with the arrival of the child or children in the Nurse's home; and
  - (ii) shall end not later than fifty-two (52) weeks after the leave began.

**13:06 Parental and Adoption Leave Allowance**

- (a) A Nurse entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
  - (i) Where the Nurse is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Nurse during the benefit period;
  - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half ( $\frac{1}{2}$ ) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over

the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the 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*.
- (f) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position for the length of the Temporary Position).

#### **13:07 Pregnancy/Birth and Parental and Adoption Leave Deferral**

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

#### **13:08 Return to Work**

A Nurse on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks notice of his or her intended date to return to work, or such shorter period of notice as mutually agreed between the Employer and the Nurse. When a Regular Nurse reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Regular Nurse shall resume work in the position held by the Nurse immediately before the leave began or where that position is eliminated, in a comparable position within the site. When a Casual Nurse reports for work upon the expiration of Pregnancy/Birth or Parental, or Adoption Leave, the Casual Nurse shall return to Casual status. A Nurse shall be entitled to the appropriate level on the increment scale and benefits, with no loss of benefits accrued to the commencement of the leave.

#### **13:09 Service and Seniority Continuation**

While on pregnancy/birth or parental, or adoption leave, a Nurse shall continue to accrue and accumulate Service and Seniority credits at the same rate as before the leave for the duration of the leave and the Nurse's Service and Seniority shall be deemed to be continuous. This provision is not applicable to a Casual Nurse.

**13:10** The Employer shall grant to the Nurse the option of maintaining any benefit plans in which the Nurse participated prior to commencement of leave under Article 13:00 or Article 13:05, the costs of which shall be the responsibility of the Nurse.

**13.11 Special Leave - Birth**

Where a Nurse's spouse gives birth to a child, the Nurse shall be granted special leave without loss of regular pay up to a maximum of sixteen (16) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

**13:12 Special Leave - Adopted Child**

Special leave with pay up to a maximum of sixteen (16) scheduled hours shall be granted to a Nurse when an adopted child arrives in the Nurse's home. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

**13:13 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 8:00 and vacation accrual rate as set out in Article 10:00 (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.
- (e) This provision is not applicable to a Casual Nurse.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

**14:00** A grievance shall be a difference of 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 procedures 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 Chief Executive Officer or designate within seven (7) working days of the receipt of the grievance. The Chief Executive Officer or designate shall convene a meeting as soon as reasonably possible with the Union if requested to do so by either party. The Chief Executive Officer or designate shall reply in writing within seven (7) working days of such meeting.

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

**14:01** For the purpose of Article 14, "working day" excludes Saturday, Sunday and Holidays.

### **14:02 Termination of Employment**

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

### **14:03 Policy or Group Grievance**

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

**14:04 Employer Grievance**

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

**14:05 Arbitration – Single Arbitrator**

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

**14:06 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 30 days of the referral to arbitration. The responding Party shall respond within 30 days of its receipt of such name by indicating its acceptance or rejection of the single Arbitrator, and if it is rejected, its suggestion for a single Arbitrator. If the Parties cannot agree on a single Arbitrator, within this 60 day period either Party can request that the Minister of Labour and Advanced Education appoint an Arbitrator to hear and decide the grievance.

**14:07 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.

**14:08 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.

**14:09** The single Arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the Parties the decision shall, in the normal course, be handed down within a maximum of fourteen days from the appointment of the Arbitrator.

**14:10** The remuneration of the members of the single Arbitrator is to be in accordance with the provision of the *Trade Union Act*.

**14: 11** A single Arbitrator shall have power to:

- (a) hear and determine the real issue in dispute between the Parties notwithstanding technical irregularities as to form or process;
- (b) to modify any penalty of suspension or discharge as it deems just and proper;
- (c) to order reinstatement of any Nurse improperly suspended, discharged or laid off on such terms and conditions as it deems just;
- (d) to award compensation including interest for damages; make such other disposition or arrangement as is just and equitable in its opinion;
- (e) but shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement.

**14:12** The decision of the single Arbitrator shall be binding upon the Parties.

**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 Board 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**

**15:00 Letter of Appointment**

At the time of hire, or upon change in status, each Nurse shall be provided in writing, with the Nurse's status as a Regular Nurse or Casual Nurse; the Nurse's placement on the increment scale; and where the Nurse is in a Regular or Temporary Position, information describing the Nurse's position with the

Employer, including the designation as to his or her percentage of Full-Time hours.

### **Position Descriptions**

**15:01** A Nurse shall have access to a copy of her or his current position descriptions.

**15:02** The Employer will endeavour to ensure that position descriptions are reviewed and revised where necessary.

**15:03** All revised position descriptions shall be provided to the Union representatives of the Union Management Consultation Committee within fifteen (15) days of revision.

**15:04** All information received by the Employer regarding workshops, seminars, etc. will be screened by the Employer and all pertinent information posted on bulletin boards.

### **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.

The provisions of Article 15:05 (a) to (d) are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

### **15:06 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.

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

**15:07 Technological Change**

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

**ARTICLE 16 - STAFF HEALTH AND SAFETY**

- 16:00** The Employer and the Union shall comply with the provisions of the *Nova Scotia Occupational Health and Safety Act and Regulations* and *Safer Needles in Healthcare Workplaces Act*.

**16:01 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.

- 16:02** The Employer shall make reasonable provisions in respect of 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.

- 16:03** The Union and the Employer recognize that a modified work program is a process which gives structure and organization to the activity of returning injured Nurses to the work place as soon as possible after an accident for which Workers Compensation was paid. The Union and the Nurses agree to participate in return to work efforts implemented by the Employer.



**16:04 Injury on Duty - WCB**

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

- (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) When a Nurse is being compensated under the *Workers' Compensation Act*, the Nurse shall continue to accrue up to a year's maximum vacation credits.

**16:05 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 16:04 (a).
- (b) A Regular Full-Time or Part-Time Nurse who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits she/he would earn under the *Workers Compensation Act* providing the Nurse is able to establish, satisfactory to the Employer, that the illness or injury prevents the Nurse from working and the Nurse has sufficient sick leave credits.
- (c) In such case, the Nurse must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the Nurse, up to the level of the payment advanced by the Employer.

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

**16:06 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. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**ARTICLE 17 - PERSONAL PROPERTY**

**17:00** 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**

**18:00** 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**

This Article is not applicable to a Casual Nurse.

**19:00 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)**.

**19:01 (a) NSHEPP Pension Plan**

All members of each Bargaining Unit represented by the Nova Scotia Nurses' Union shall be members of the **NSHEPP** Pension Plan, subject to the eligibility provisions of the **NSHEPP** Pension Plan.

**(b) 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.

**19:02 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.

**19:03 Retiree Recruitment Incentive**

The Employer will provide a Recruitment Incentive of \$500 per year to any retired Nurse who, after retirement, agrees to return to work for at least twenty-four (24) "relief" shifts in a 12 month period. The Casual Nurse must pre-apply in writing in order to participate in the Incentive. The \$500 will be paid to the Nurse after the completion of the minimum twenty-four (24) "relief" shifts. 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**

**20:00 Sick Leave Benefits**

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

**20:01 Sick Leave Pay**

A Nurse granted sick leave shall be paid for the period of such leave at her or his regular hourly rate of pay and the number of hours thus paid shall be deducted from the accumulated sick leave credits of the Nurse. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

- 20:02** (a) Paid sick leave shall accumulate at the rate of one (1) hour of sick leave credits per 14.66 hours paid. The maximum amount of sick leave accumulation shall be 120 days.
- (b) A Nurse is entitled to receive sick leave benefits provided satisfactory medical certificates are presented to the Employer if requested in advance. A Nurse may be required to produce a certificate from a certified medical practitioner of the Nurse's choosing for any period of sickness for which sick leave applies. Information provided by the medical practitioner must be sufficient to allow the Employer to properly assess the ability of the Nurse to return to work or the level to which the Nurse may remain partially impaired.
- (c) In all cases of illness or injury, a Nurse should notify the Nurse on duty as soon as possible, and preferably at least one (1) hour before the commencement of duty on day shift and at least three (3) hours before commencement of duty on evening and night shifts.
- (d) A Nurse is not eligible for sick leave when she is on vacation (subject to Article 20:11), holiday or any other leave specified in the Agreement.
- (e) Before reporting for duty after an absence of three (3) scheduled work days due to illness or injury, a Nurse should notify her supervisor during the day shift on the day before reporting for duty.
- (f) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**20:03 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. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**20:04 Evidence of Illness**

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

**20:05 Union Representation**

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

**20:06 Benefit Plans**

- (a) The Employer agrees to continue the present (currently “NSAHO Benefit Plan”) group insurance (or its equivalent) in accordance with the terms and conditions of that program for the duration of this Agreement on a 50/50 cost share basis. However, the cost sharing for Extended Health Care (medical/vision) shall be 65% Employer paid and 35% employee paid. This plan is compulsory for all Nurses (except those Nurses with spouses covered by medical plans may opt out of the medical portion of the group insurance program).
- (b)
  - (i) Casual Nurses shall be entitled to participate in the Group Insurance Plan in accordance with the eligibility provisions of the respective benefit plans.
  - (ii) The Employer agrees to participate in the cost sharing of the respective benefits as provided to Regular Nurses under the Collective Agreement but only for those Casual Nurses agreeing to pay their respective share while participating in the Group Insurance Plan.

**20:07 Sick Leave and LTD**

Nurses on Long Term Disability benefits who have sick leave credits at the time the Nurse ceases to be in receipt of Long Term Disability benefits shall retain such sick leave credits for their use in the event the Nurse returns to work with the Employer. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**20:08 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 4:03 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 9:08) 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 20:08 (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.
- (d) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

#### **20:09 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. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

#### **20:10 Confidentiality Of Health Information**

- (a) A Nurse shall not be required to provide her or his manager/supervisor specific information regarding the nature of her or his illness or injury during a period of absence. However, the Employer may require the Nurse to provide such information to persons responsible for occupational health.

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

#### **20:11 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.

**20:12** Notwithstanding Article 20:02(d), if a Nurse suffers a serious and long-term illness or disability which requires a period of hospitalization during the Nurse's vacation period, and provided the Nurse has the accumulated sick leave credits available to her, that Nurse will be permitted to substitute sick leave credits for vacation credits equivalent to the lesser of (a) the number of vacation days the Nurse's serious and long-term illness disturbed or (b) a maximum of ten (10) days. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

### **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 hiring Employer will be as set out in the Plans.

This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary 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)), shall be credited with equivalent Seniority as at the time of termination from the other bargaining unit.

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

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

**ARTICLE 22 - TERMINATION OF EMPLOYMENT**

**22:00** 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.

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



**22:01** 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.

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

**22:02** It shall be a violation of this Agreement, subject to the grievance and arbitration procedures herein, if a Nurse is suspended or disciplined, or has been discharged by the Employer without just cause. This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position).

**22:03** If a Nurse is dismissed for cause, the Employer will advise a Labour Relations Representative of the Union in writing as soon as reasonably possible.

**22:04** 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**

**22:05** A Nurse who has been subject to disciplinary action other than suspension may, after twenty-four (24) months of continuous Service from the date the disciplinary measure was invoked, request in writing that the performance file be cleared of any record of the disciplinary action. Such request shall be granted provided the Nurse's file does not contain any further record of disciplinary action during the twenty-four (24) month period, of which the Nurse is aware. The Employer shall confirm in writing to the Nurse that such action has been effected.

**22:06** 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 - WORKLOAD**

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

## **ARTICLE 24 - ALCOHOL AND DRUG DEPENDENCY**

This Article is not applicable to a Casual Nurse.

- 24:00** 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 co-ordinated 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 the treatment program.
- 24:01** When a Nurse is required to submit to random body fluid testing as part of a settlement agreement between the Employer, the Union, and a Nurse, the Employer shall pay the costs of such testing.

## **ARTICLE 25 – PERFORMANCE REVIEWS AND EMPLOYEE FILES**

### **Performance Appraisal**

- 25:00** Where the Employer maintains a performance appraisal program, such appraisals shall be discussed with the Nurse. The Nurse shall have twenty-four (24) hours to assess the evaluation and shall have the opportunity to sign and comment on the evaluation.
- 25:01** The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the "personnel" file of a Nurse the existence of which the Nurse was not made aware of at the time of filing.
- 25:02** Each Nurse is entitled to have access to the Nurse's personnel file during normal business hours. In such case the Nurse shall make an appointment with the Employer. The Nurse shall have the right to make a copy of materials on the

Nurse's personnel file, except that references or appraisals from outside the Employer may not be shown to the Nurse.

#### **ARTICLE 26 - WEEKEND NURSE**

**26:00** In the event that the Employer wishes to introduce a Weekend Nurse position, the provisions of the Acute Care Collective Agreement shall form the basis of the applicable position for this Employer.

#### **ARTICLE 27 - LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT**

**27:00** Letters of Agreement and Memoranda of Agreement that were in effect between the Parties on the date of signing and which are not appended and signed within six (6) months of the signing of the Collective Agreement are deemed replaced and therefore redundant following the signing of the Collective Agreement.

**27:01** Letters of Agreement and Memoranda of Agreement that remain in effect, are detailed in Appendix "C".

#### **ARTICLE 28 - UNION - MANAGEMENT CONSULTATION COMMITTEE**

**28:00** The Union and the Employer agree to maintain a Union Management Consultation Committee which shall be comprised of two (2) representatives of the Local Union and two (2) representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.

**28:01** The committee shall meet no less than three (3) times per year. Either party may request additional meetings on two (2) weeks notice in which case the Parties shall schedule a meeting at a mutually agreeable time.

**28:02** Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting. By mutual agreement, items may be discussed if a matter arose after the agenda has been finalized.

**28:03** The Union Management Consultation 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

**28:04** 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.

**28:05** The 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

**28:06** No Nurse shall suffer a loss of regular pay and benefits while attending the Union Management Consultation Committee.

#### **ARTICLE 29 - NO STRIKE / NO LOCKOUT**

**29:00** It is agreed there shall be no strikes, work stoppages, or slowdowns by a Nurse and/or the Union; and/or no lockouts by the Employer during the time this Agreement is in effect.

#### **ARTICLE 30 - TERM OF AGREEMENT**

**30:00** 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 hereto have executed this Agreement on the       day of       , 2014.

#### **FOR THE EMPLOYER**

\_\_\_\_\_  
Audrey Engbersen

\_\_\_\_\_  
Clasina Meyer-Mackinnon

#### **FOR THE UNION**

\_\_\_\_\_  
Janet Hazelton

\_\_\_\_\_  
Christine Vanzoost, V.P.

## APPENDIX "A"

(Hourly rate determined by 2080 hours)

### Staff Nurse

				% Increase:	2.50%	% Increase:	3.00%
Classification		Expired Rate Hourly	Expired Rate Annual	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
Staff Nurse	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

				% Increase: 2.50%		% Increase: 3.00%	
Classification		Expired Rate Hourly	Expired Rate Annual	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

## **APPENDIX “B”**

### **EDUCATION PREMIUMS**

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

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

#### **EDUCATION PREMIUMS - GROUP A**

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

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

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

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

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

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

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

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

: one thousand four hundred forty-five dollars (\$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 31<sup>st</sup> 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 1<sup>st</sup> to the prior October 31<sup>st</sup> 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)**

- A. 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
- B. COURSE IN A SPECIALTY (20 points)  
Evaluation/Recertification  
National/International standards  
E.g. Alzheimer's Disease & Related Dementia Care Course, PIECES, CIM
- C. COURSE IN A SPECIALTY (15 points)  
Internally/Externally developed  
E.g. Gerontological Courses, Foot Care, Assessment of Frail Elderly
- D. COURSE IN A GENERAL SKILL/THEORY (10 points)  
E.g. Non-violent crisis intervention, Documentation, Communication, Information Technology
- E. COURSE IN PROFESSIONAL/PERSONAL DEVELOPMENT (10 points)  
E.g. Leadership course, Preceptorship course
- F. WORKSHOP OR CONFERENCE IN A SPECIALTY OR SPECIFIC SKILL/THEORY (10 points)
- G. WORKSHOP OR CONFERENCE IN PROFESSIONAL/PERSONAL DEVELOPMENT (10 points)
- H. INSERVICE/FACILITY BASED EDUCATION SESSIONS (5 points)  
E.g. Lunch and Learn, Journal Club, Ethics Rounds
- I. 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.

	<b>President</b>	<b>Executive</b>	<b>Member</b>
<b>National</b>	25 points	20 points	10 points
<b>Provincial/Local</b>	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**

Effective April 1, 2008, the Employer will grant paid leave of up to 40 hours per year to a Registered Nurse who is in receipt of the Long Service Increment. Scheduling of such leave shall be done by mutual agreement, however, it may not be taken during the summer vacation or the Christmas Holiday period. Such a Registered Nurse may not carry over such credit hours from one year to the next.

**MEMORANDUM OF AGREEMENT #2**

**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 Union Representatives of the Union Management Consultation Committee, (UMCC) a Nurse, a group of Nurses, or a manager may make a request for consideration for an innovative shift under this agreement.
2. The request shall be made in writing to the Employer and the Employer will provide a copy of the request to the Union Chair of the UMCC.
3. If approved by the Employer, the proposal shall be referred to the UMCC for its consideration.
4. The request for an innovative shift shall not be unreasonably denied by the Employer or by the Union Representatives of the UMCC.
5. If approved, the details of the proposal shall be incorporated into a memorandum between the Parties.
6. In making their decisions, the Employer and the Union Representatives of the UMCC shall consider factors including the provisions of the Collective Agreement, the operational requirements of the Employer, resident care requirements, and the impact on members of the Bargaining Unit.

## **MEMORANDUM OF AGREEMENT #4**

### **REDUCTION IN APPOINTMENT STATUS**

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

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

1. Accordingly, a Regular Nurse who seeks a temporary or permanent reduction in hours of work and appointment status will seek the approval of the Employer by indicating the amount of reduced hours the Nurse seeks and the duration of such reduced hours. The duration of a temporary reduction in hours must be specified and must not exceed one (1) year.
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 or casual status, where applicable, 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 or casual status, where applicable, 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**

### **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 #6**

### **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 #7**

### **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**

**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.