

COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN BLOOD SERVICES

HALIFAX, NOVA SCOTIA

(hereinafter referred to as the "Employer")

Canadian Blood Services
it's in you to give

-AND-

THE NOVA SCOTIA NURSES' UNION

DARTMOUTH, NOVA SCOTIA

(hereinafter referred to as the "Union")



Term of Agreement **October 31, 2012 – November 1, 2020**

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ARTICLE 1 - PREAMBLE

1.00 WHEREAS, it is the desire of both Parties to this Agreement to recognize a mutual obligation:

to provide the best possible quality of health care through the successful and continual operation of Canadian Blood Services, Halifax Blood Centre as a service institution; and

to maintain harmonious relationships between the Employer and members of the Union; and

to recognize the value of joint discussion and negotiations in matters relating to working conditions;

to encourage safety and efficiency of operations; and

to promote the morale, well-being and security of all Nurses in the bargaining unit of the union; and

to maintain professional standards;

WHEREAS, the Employer and the Union have agreed to enter into a Collective Agreement containing terms and conditions of employment of Nurses as herein set forth;

Therefore the Parties to this Agreement, do hereby enter into, establish and agree to the following terms:

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Nova Scotia Nurses' Union as the exclusive Bargaining Agent for all Registered Nurses employed by the Employer, except those excluded by the Labour Relations Board of Nova Scotia Certification Order No. 3328.

2.2 The benefits contained herein may be waived only by written agreement of the Employer and Union. No Nurse shall be required or permitted to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to the terms of this Collective Agreement.

2.3 An employee who is a Nurse, whose job is not included in the Bargaining Unit, may work on any job which is included in the Bargaining Unit for the purposes of

instruction and emergencies or when Regular Nurses are temporarily unavailable. Nurses whose jobs are in the Bargaining Unit shall not work on any jobs which are not included in the Bargaining Unit except in cases of temporary assignment or as mutually agreed upon by the Employer and the Nurse.

- 2.4 The Employer will not use contractors for Bargaining Unit work if such action results in a layoff or reduction of regular working hours.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Parties hereto agree that the operations of the Employer entail working methods, hours and processes which are peculiar to it. The Parties hereto further recognize that the function of the Employer is that of a public service with a humanitarian purpose.
- 3.2 The Employer shall have the exclusive right to manage the business and direct Nurses, including the right to transfer, promote, lay off, to make reasonable rules, and to demote, discipline or discharge provided that, the Union shall have a right of appeal through the grievance procedure.
- 3.3 Management rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - DEFINITIONS

- 4.1 A Nurse is a Registered Nurse registered with the College of Registered Nurses of Nova Scotia.
- 4.2 The Employment Status of a Registered Nurse shall be defined as:
- a) "Regular Full-Time", a Nurse who works the full prescribed hours of work specified in Article 7.
 - b) "Regular Part-Time", a Nurse who works on a regular and continuing basis but for less than the full prescribed hours as specified in Article 7.
 - c) "Casual", a Nurse who is employed on an occasional or intermittent basis.
 - d) "Temporary Position" means a position to be filled for a designated period of time as determined by the Employer, replacing a Nurse due to the absence of a Nurse through illness, accident, vacation, pregnancy/parental/adoption leave, other approved leave of absence or

to carry out special projects. A Nurse in a temporary position retains her status and shall continue to be covered by the terms of the collective agreement.

If a Nurse in a Temporary Position becomes a Regular Full -Time or Regular Part -Time Nurse without a break in service, the Nurse's anniversary and seniority date shall be the first day of continuous employment in the Temporary Position.

- 4.3 "Bi-weekly" shall mean two (2) consecutive weeks constituting the regular pay period.
- 4.4 Wherever the feminine pronoun is used in this Agreement it includes the masculine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.
- 4.5 A "Promotion" is a change from one classification to another for which a higher rate of compensation is paid.
- 4.6 "Employer" means Canadian Blood Services and its successors as defined in the *Nova Scotia Trade Union Act*.
- 4.7 "Centre" means the Canadian Blood Services Centre or base, presently located in Halifax and the Centre's satellite operations such as Sydney, Nova Scotia
- 4.8 "Employer Representative" means any person acting in a management capacity.
- 4.9 "Local Union" means the Canadian Blood Services Local of the Nova Scotia Nurses' Union.
- 4.10 "Union" means the Nova Scotia Nurses' Union.
- 4.11 "Spouse" means a legal marriage partner or a live-in partner who has been identified to the Employer in writing as the spouse. This includes a same-sex partner.
- 4.12 "Shift" or "Shifts" is defined as any period of scheduled work at the Centre, Satellite clinic and on mobile assignments.
- 4.13 "Mobile" or "Mini Mobile" means a blood collection clinic operated outside of the Employer's premises.
- 4.14 "Position" means an individual Nurse's job defined by site location.
- 4.15 "Service" refers to the continuous employment relationship, commencing on the

first shift worked in any position with the Employer subject to the provisions of Article 13.03 (Nurse Mobility).

4.16 "Labour Management Committee" means the Committee established in Article 15 of the Collective Agreement.

4.17 "Immediate Family" includes the Nurse's spouse, child, parents, siblings, grandparents, grandchildren, parents-in-law, son-in-law, daughter-in-law, of the Nurse or a relative whom the Nurse permanently resides.

(i) Spouse includes common-law spouse and same sex spouse.

(ii) Child includes all child-parent relationships including, biological child, step-child, adopted child, foster child, ward and any person to whom the Nurse stands in *loco parentis*.

(iii) Parent includes all parent-child relationships including, biological parent, step-parent, adoptive parent, foster parent, guardian and any person who stands in *loco parentis* to the Nurse.

(iv) Sibling includes all sibling relationships including, biological sibling, step-sibling, sibling by adoption, foster sibling, and any other person who has a common parent with the Nurse.

(v) Grandparent includes the parent of a Nurse's parent and other generations.

(vi) Grandchild includes the child of a Nurse's child and other generations.

ARTICLE 5 - LOCAL UNION REPRESENTATIVES

5.1 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.

5.2 The Local Union shall provide the Employer with a current list of officers and Nurse representatives of the Local Union and shall provide the Employer with a revised list from time to time as each occasion may require. The Employer shall not be required to recognize or correspond with any officer or representative until the Employer has been so notified in writing.

5.3 Local Union activities other than those authorized under this Agreement shall not be conducted during the hours of duty of any Nurse, nor in any non-public

restricted area of the Employer's premises, without prior authorization by the immediate excluded Manager or delegate.

- 5.4 A Nurse who is a member of the Executive of the Local Nurses' Union or who is designated by the Local Union to handle grievances shall be allowed a reasonable amount of time, without loss of pay, during normal working hours to assist in matters relating to the Collective Agreement. Such a representative must request and obtain permission from the Nurse's immediate management supervisor prior to leaving the Nurse's work place and report to the supervisor immediately upon the Nurse's return. Such permission shall not be unreasonably withheld by the Employer or unreasonably requested by the Nurse.
- 5.5 A representative of the Local Union shall be granted up to fifteen (15) minutes during the newly hired Nurses' first three weeks in order to familiarize Nurses in the Bargaining Unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union and Local Union. A management representative may be present during this period.
- 5.6 The Employer will recognize one (1) Nurse representative to be granted time off, without loss of regular pay, to participate in negotiations to renew this agreement where both the Employer and the Union are represented.
- 5.7 Provincial Negotiating Committee (PNC)
 - (a) In the event a Nurse is a member of the PNC, the Employer of the individual PNC member shall grant a leave of absence for time spent in PNC caucus meetings and in direct negotiations with any other Employer, subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay.
 - (b) At the request of the NSNU, the Employer will maintain regular rates and benefit coverage for members of the PNC and will invoice the NSNU for such costs, in accordance with Article 10.07 (e).
- 5.8 In a 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, including representatives of the Union, advance notice will be provided.
- 5.9 The Employer and the Union agree to share equally in the cost of reproducing the Collective Agreement.

ARTICLE 6 - DUES DEDUCTIONS AND UNION SECURITY

- 6.1 It shall be a condition of employment for all Nurses employed by the Employer to have the dues deducted from their salary bi-weekly in the amount determined by the Union. The dues shall be submitted monthly to the Union together with a list of the names of Nurses from whom the deductions were made. The deductions for newly employed Nurses shall be in the first pay period of employment. The submission of dues to the Union shall be no later than the fifteenth day of the month following the month in which the deductions were made.
- 6.2 It shall be a condition of employment for all Nurses currently employed by the Employer, and all new Nurses, that they take out membership in the Union.
- 6.3 The Employer shall provide the Union, on request and when available, in an electronic form agreed upon by the Union and the Employer with a list of the following:
- a) the Nurses in the Bargaining Unit;
 - b) each Nurse's position title;
 - a) each Nurse's full name and employee number;
 - c) each Nurse's date of hire;
 - d) each Nurse's full mailing address, work and home telephone numbers;
 - e) each Nurse's hourly wage and pay plan step.

In addition, the Employer shall provide this information for each new Nurse hired promptly following the hiring.

- 6.4 Unless an individual Nurse directs in writing to the Employer not to provide the Union with his or her address within ninety (90) days of signing this Agreement, the Employer endeavours to provide the Union with the last known address of each Bargaining Unit member within a reasonable period of time following ninety (90) days after the signing of this Agreement. Upon hire and except where the new Nurse directs in writing not to provide his or her address, the Employer endeavours to provide the Union with the new Nurse's last known address.
- 6.5 The Employer shall endeavour to advise a representative of the Local Union on a site basis of all appointments, transfers, relocations, Temporary Positions, leaves of absence, resignations or other changes of status of Nurses. Notice of termination of Employment shall be as set out in Article 27.
- 6.6 The Employer agrees to show on the income tax (T4) slip of each Nurse, the total amount of Union dues deducted from earnings of each Nurse and remitted to the Union.

- 6.7 The Employer agrees to deduct initiation fees and regular monthly Union dues upon receiving written authorization from the Union, and the Union agrees that all Nurses to which the foregoing applies shall be given advance notice of the requested adjustment; and the Union further agrees to make refunds to Nurses in the event of an over deduction of dues.
- 6.8 The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made; however, such change shall not be made more frequently than twice in a twelve (12) month period.
- 6.9 The Union shall save the Employer harmless from any claims from Nurses covered by this Agreement as a result of initiation fees or regular monthly Union dues having been collected in accordance with the terms of this Article.

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

7.1 Hours of Work

- a) The regular hours of work for a Full-Time Nurse shall be seventy-five (75) hours for a two (2) week pay period. The daily hours will vary taking into account the operational requirements of both Centre and mobile clinic assignments.
- b) A **meal** period consisting of a minimum of thirty (30) minutes and a maximum of sixty (60) minutes will be provided to each Nurse each workday in the Centre, without pay **for shifts worked in excess of five (5) consecutive hours**. Where possible, on mobile clinics, the Employer shall provide a one (1) hour lunch period **without pay** between 11:00 a.m. and 1:30 p.m., and a one (1) hour dinner period **without pay** between 4:00 p.m. and 6:30 p.m, **for shifts worked in excess of five (5) consecutive hours**.
- c) The Union and the Employer agree that changes in the above meal periods at the Centre may be requested by either Party. Any such changes should only be allowed with the agreement of the Union and a representative of the Employer. If the Parties fail to reach an agreement on any such request for change, then the Collective Agreement language shall prevail.
- d) Where operational requirements prevent a Nurse from having an uninterrupted lunch period and it is not possible to reschedule the missed lunch period or a portion of the lunch period during the remainder of the shift, the Nurse shall be compensated for the portion of the missed lunch period, at a rate of one and one-half times (1.5x) the Nurse's hourly rate for the period of the lunch period missed.

e) Rest periods shall be fifteen (15) consecutive minutes. Nurses shall be permitted the following:

(i) For shifts of three (3) hours or more but less than seven and one-half (7.5) hours, one (1) paid rest period.

(ii) For shifts consisting of seven and one-half (7.5) hours, two (2) paid rest periods, one (1) prior to the unpaid meal period and one (1) after the unpaid meal period, unless, by mutual agreement, a rest period is taken at a different time.

(iii) For shifts consisting of more than seven and one-half (7.5) hours, two (2) paid rest periods for the initial seven and one-half (7.5) hours worked as contemplated by 7.00 (e) (ii) above, and one (1) paid rest period for every subsequent three and one-half (3.5) hours worked or reasonably foreseen to be worked.

(iv) If it is not reasonably possible to schedule a rest period during the working hours, it shall be added to the end of the shift.

7.2 A Regular Full-Time Nurse shall be paid the Nurse's regular bi-weekly rate of pay if, through no means attributable to the Nurse, the Nurse has been scheduled by the Employer to work less than seventy-five (75) hours in any two (2) week pay period.

7.3 Schedules

(a) Work Schedules shall be posted and confirmed for a period of not less than four (4) weeks in advance.

(b) However, the Employer shall post a tentative schedule for the period of July 1st to August 31st by June 1st of each year.

(c) Except in cases of emergency or where a clinic would be jeopardized or for staff relief purposes, the work schedules shall not be changed without the consent of the Nurse concerned.

(d) The Employer shall advise any Nurse of an intended change in the Nurse's schedule as soon as it is known by the Employer.

e) If a shift is cancelled with less than eight (8) hours notice to the Nurse, Regular Full Time Nurses shall be paid in full as if they had worked the shift; Regular Part Time Nurses shall be paid for scheduled hours to a maximum of

seven and one half (7.5) hours. At the discretion of the Employer, the Nurse may be assigned alternate duties for the period of time for which they are paid.

Article 7.02 e) is subject to the provisions of MOA#4

(f) It shall be the responsibility of the Nurse to arrange a replacement, at no overtime cost to the Employer, for any request for time off made after the schedule is posted.

(g) It is understood that any change in days off initiated by a Nurse and approved by the Employer shall not result in overtime costs.

(h) Nurses required to travel on overnight clinic assignments will be paid an inconvenience allowance of three (\$3) dollars per night per overnight stay.

7.4 Whenever possible, Regular Part-Time Nurses will be given preference to work additional available hours before Casual Nurses and the provisions of Article 7.07 shall not apply.

Article 7.03 is subject to the provisions of MOA#4

7.5 A Regular Part-Time, Casual, or a Nurse in a temporary position, who reports for work as scheduled shall receive pay at the Nurse's regular rate of pay for the hours actually worked or **four (4) hours** pay at the Nurse's regular rate of pay, whichever is greater.

7.6 Whenever possible, a Nurse shall receive a rest period of at least ten (10) hours between the cessation of work and the commencement of work on the next workday. Failure to provide the 10 hour rest period will result in the payment of .5 premium of the Nurses' basic rate of pay for the difference in the time of the rest period and the time of commencement of the workday.

7.7 Overtime

(a) Centre

If a Nurse should work in excess of seven and one-half (7.5) hours in a day **or seventy-five (75) hours bi-weekly**, at Centre based clinics, the Nurse shall be compensated by time off or pay at the rate of time and one-half (1.5) the Nurse's basic rate of pay in accordance with 7.07 below.

(b) Mobiles

Nurses who work in excess of nine (9) hours on mobiles will be compensated by time off or pay at the rate of time and one-half the Nurse's basic rate of pay in accordance with 7.07 below.

(c) Notwithstanding the above, work performed by a Nurse at the request of the Employer in excess of twelve consecutive hours shall be compensated for by time off or

pay at the rate of two times the Nurse's basic rate of pay in accordance with Article 7.07 below.

7.8 A Nurse may bank earned overtime to a maximum of thirty-seven and one-half (37.5) hours for full time Nurses and twenty-three (23) hours for part time Nurses. In lieu of payment for overtime banked a Nurse may choose to receive time off from her/his overtime bank, at a time mutually agreed upon by the Nurse and the Employer. If such time off cannot be mutually agreed upon, the Nurse shall be paid the appropriate rate. The Employer shall not unreasonably refuse a Nurse's requested time off in lieu.

7.9 Call Back

A Nurse required to report back to work after leaving the grounds of the Centre or clinic site following the completion of her workday but before the commencement of her next scheduled workday shall be compensated by overtime rates in accordance with Articles 7.06 and 7.07 above for all hours with a minimum of three (3) hours at time and one-half (1 %) her basic hourly rate. If the extra time worked under this section commences within less than three (3) hours before the start of her workday, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid overtime rates from the time she starts to work to the beginning of her scheduled workday. Notwithstanding the above, any call back on Saturday or Sunday shall be compensated at the rate of two times her basic hourly rate with a minimum of three hours.

7.10 Any Nurse called in to work on the Nurse's lieu day(s) off shall be paid at the rate of one and one-half (1 %) for all hours worked and any such time worked will be credited back to the Nurses overtime bank.

7.10 Days Off

Whenever possible, when Nurses are required to work Saturday, Sunday or both, the Nurses affected shall be granted two (2) consecutive days off during the week immediately following the Saturday or Sunday worked.

ARTICLE 8 - SALARY, INCREMENTS, RETROACTIVITY, RESPONSIBILITY PAY, RELIEF, TRANSPORTATION AND MEAL ALLOWANCE

8.1 Nurses shall be paid bi-weekly in accordance with Appendix "A" in this Collective Agreement.

8.2 A) Movement on Increment Scale -Regular Nurses

Anniversary Date Regular Nurse: The date of the first shift worked in a Regular position. Anniversary Date may change based on the provisions of Article 8.01 of the Collective Agreement.

(a) On a year to year basis following the Anniversary Date the Nurse shall be advanced to the next level on the increment scale within the Nurse's classification as listed in Appendix "A".

(b) The original Anniversary Date is portable pursuant to the provisions of Article 13.06.

(c) When a Nurse is appointed to a position with a higher classification and pay scale, the original Anniversary Date does not change.

B) 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 8.01 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.

C) Casual Nurses appointed to Regular Positions:

A Casual Nurse who is appointed to a Regular Position may use all hours worked as a Nurse in Nova Scotia regardless of the Employer for the purpose of being placed on the increment scale for the Regular Position. Such Casual Nurse must provide satisfactory evidence of all hours worked with other Employers within thirty (30) days of the appointment and his or her higher placement on the increment scale shall be effective upon the provision of the satisfactory evidence.

D) Casual Nurses Appointed to Temporary Positions:

Where a Casual Nurse fills a Temporary Full-Time or Temporary Part-Time Position, the hours paid in the Temporary Position are casual hours and movement through the increment scale remains in accordance with Article 8.01 B).

8.2 When a Nurse has produced proof or evidence of his/her previous satisfactory recent nursing experience, placement on the salary scale in Appendix "A", annexed hereto, 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 previous satisfactory nursing experience for the purpose of initial placement of a Nurse on the salary scale shall be equivalent to 1950 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 11A11.
- (b) A Nurse with a minimum of one (1) year of satisfactory recent nursing experience shall be placed at the one (1) year rate of the salary scale of Appendix "A".
- (c) A Nurse with a minimum of two (2) years of satisfactory recent nursing experience shall be placed at the two (2) year rate of the salary scale of Appendix "A".
- (d) A Nurse with a minimum of three (3) years of satisfactory recent nursing experience shall be placed at the three (3) year rate of the salary scale of Appendix "A".
- (e) A Nurse with a minimum of four (4) years of satisfactory recent nursing experience shall be placed at the four (4) year rate of the salary scale of Appendix "A".
- (f) A Nurse with a minimum of five (5) years of satisfactory recent nursing experience shall be placed at the five (5) year rate of the salary scale of Appendix "A".
- (g) Effective the date of ratification a Nurse with twenty-five (25) years or more of satisfactory recent nursing experience shall be placed at the twenty-five (25) year rate of the salary scale of Appendix "A".

8.3 Retroactivity

Nurses who have terminated their employment with the Employer prior to the signing date of this Collective Agreement, shall be entitled to retroactive pay for the period that they were employed up to the Nurse's termination date, provided that the application for such retroactive pay is made in writing to the Human Resources Manager within one (1) month of the date of their termination.

8.4 Responsibility Pay

a) In the absence of the Manager, **Clinic Supervisor** or Charge Nurse on a mobile clinic outside the Centre, a Nurse shall be designated and assigned as In Charge. Any Nurse so assigned shall receive an allowance of fifteen (\$15.00) dollars per day.

b) In the absence of the Manager and **Clinic Supervisor** in the Centre, a Nurse shall be assigned as In Charge. Any Nurse so assigned shall receive five dollars (\$5.00) per assignment.

8.5 Transportation Allowance

(a) A Nurse, who is called back to work, shall be reimbursed return taxi fare to the Nurse's residence within the metro area of Halifax/Dartmouth, or shall receive a mileage allowance of fifty cents (\$0.50) per kilometer subject to a minimum of five (\$5.00) dollars and a maximum of twenty two dollars (\$22.00) for the use of the Nurse's personal motor vehicle from the Nurse's Centre to the Nurse's residence.

(b) Should the Employer increase the above amounts for other represented Employees at the Centre, such increases shall immediately apply to Nurses in the Bargaining Unit.

8.6 a) During the period April 1st to September 30th, the Employer shall provide taxi fare to the Nurse's residence within the metro area of Halifax/Dartmouth to any Nurse returning to the Centre from an out of Town mobile after 2100 hours or mileage allowance in accordance with 8.05 above.

b) During the period October 1st to March 31st, the Employer shall provide taxi fare to the Nurse's residence within the metro area of Halifax/Dartmouth to any Nurse returning to the Centre from an out of Town mobile after 1900 hours or mileage allowance in accordance with 8.05 above.

8.7 In the case of out-of-town overnight clinic assignments, the Employer shall endeavor to provide suitable hotel or motel accommodations at the Employer's expense. Wherever possible, there shall be no more than two (2) Nurses per room.

8.8 A Nurse shall be credited with paid time for all travel time.

For the purpose of this Article, travel time means travel on the Employer's business authorized by the Employer for a Nurse between:

a) the Blood Services Centre and the location where the Nurse is assigned to

work and the Nurse's return to the Blood Services Centre, and also

b) in the case of an overnight out-of-town clinic, from the clinic place to the place of lodging and return to the clinic.

8.9 Nurses shall be provided with a meal allowance at the following rates for all out of Town mobiles and under the following circumstances:

- a) for all out of Town mobiles returning to the Centre beyond 5:00 p.m., a Nurse shall receive a dinner meal allowance.
- b) for mobiles within the Halifax/Dartmouth city limits where two meal periods have been scheduled and work is performed beyond the second meal period, a Nurse shall receive a dinner meal allowance.
- c) for those situations where a Nurse has not been advised prior to the commencement of the Nurse's scheduled workday that the Nurse's workday will be extended to include a second meal period and work is performed beyond the second meal period, the Nurse shall receive a dinner meal allowance.

Meal Allowance

d) Except in extenuating circumstances, the maximum allowable meal allowances (GST included) will be:

Breakfast	\$8.00
Lunch	\$11.50
Dinner	\$17.50

- e) Should the Employer increase the above amounts for other represented Employees at the Centre, such increases shall immediately apply to Nurses in the Bargaining Unit.
- f) Nurses on authorized out of Province travel, **other than mobile clinics**, shall be reimbursed for expenses in accordance with the CBS Travel Policy as amended from time to time.

8.10 Transportation home shall be provided to a Nurse who becomes ill or unfit to work while on an out-of-town mobile clinic at the expense of the Employer, subject to the advice of **the Clinic Supervisor or** the Charge Nurse, in consultation with the Manager.

8.11 If a mobile is unable to return on the day scheduled, each Nurse will be permitted a phone call home which the Employer shall pay for.

8.12 Educational Premiums

Nurses will be paid the Educational Premiums set out in Appendix "AA" as an addition to their regular hourly rate of pay.

8.13 Shift Premium

A shift differential premium of **one dollar and seventy five cents (\$1.75) per hour (effective October 31, 2014 - one dollar and eighty five cents \$1.85 per hour)** per hour shall be paid to a Nurse for each hour worked between 19 00 hours and 07 00 hours. **The shift premium shall be paid in addition to the weekend differential premium.**

The Employer agrees to adjust the Shift Premium to be equal to those agreed to in the Nova Scotia Nurses' Union Acute Care Collective Agreement effective **for the life of this collective agreement.**

8.14 Weekend Premium

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

The Employer agrees to adjust the Weekend Premium to be equal to those agreed to in the Nova Scotia Nurses' Union Acute Care Collective Agreement **for the life of this collective agreement.**

ARTICLE 9 - SICK LEAVE

9.00 Sick Leave

- a) A Nurse on staff on July 1, 2002 will retain their accumulated sick leave for their future use and commence to accrue sick leave in accordance with the provisions listed below.

A Nurse hired after July 1, 2002 will be covered under the following Sick Leave Program:

- i) Eligibility
All Nurses shall be entitled to sick leave benefits based on their regular hourly rate of pay due to illness or accident in accordance with the plan as set forth herein.
- ii) Sick Leave Accumulation
The amount of credit a Nurse has at a particular date is based on the Nurse's length of continuous service in completed years to date, less any benefits that the Nurse has received in the previous five (5) year period.

iii) Sick Leave Accumulation Table

Based on continuous service, sick leave credits will accrue to each Nurse as listed below:

Length of Service	100% Salary	75% Salary	66-2/3% Salary
On the first calendar day after 3 months continuous service has been completed	5 days	5 days	65 days
1 year	10 days	20 days	45 days
2 years	15 days	35 days	25 days
3 years	20 days	50 days	5 days
4 years	25 days	65 days	
5 years	30 days	80 days	
6 years	35 days	95 days	
7 years	40 days	110 days	
8 years	45 days	125 days	
9 years	50 days	140 days	
10 years	55 days	155 days	
11 years	60 days	170 days	
12 years	65 days	185 days	
13 years	70 days	190 days	
14 years	75 days	185 days	
15 years	80 days	180 days	
16 years	85 days	175 days	
17 years	90 days	170 days	
18 years	95 days	165 days	
19 years	100 days	160 days	
20 years	105 days	155 days	
21 years	110 days	150 days	
22 years	115 days	145 days	
23 years	120 days	140 days	
24 years	125 days	135 days	
25 years	130 days	130 days	

- iv) Less than seventy-five (75) working days
Where an Nurse, who through earlier use of sick leave, has less than seventy-five (75) days of credits available, additional sick leave will be made available if required due to illness in order to bring the total period of sick leave to seventy-five (75) days of sick leave at 66-2/3% pay.
- v) When an Nurse returns to active employment (i.e. the Nurse assumes the full responsibilities of their regular position at their regular hours of work) following a period of sick leave, credit to a maximum of seventy-five (75) days at 66-2/3% pay will be reinstated after the following intervals:
 - (i) one (1) month after return to full employment in the case of a new disability and,
 - (ii) three (3) months after return to full employment in the case of a recurrence of the same disability.
 - (iii) A Nurse shall be required to reimburse the Employer for any sick leave paid to the Nurse in excess of what was earned if the Nurse's employment is not continued beyond the Nurse's probationary period.

9.01 The Nurse must observe the following regulations to obtain the benefits available:

- a) Telephone immediate supervisor or department head directly, advising of the Nurse's sickness or accident on the first day of disability.
- b)
 - (i) Provide medical certificates and expected date of return where known, as may be required by the Centre.
 - (ii) 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.
- c) Report to the Centre before making any change in usual place of residence or address during disability.
- d) 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.
- e) These persons shall not release any information to the Employer 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.

- f) 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.
 - g) 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.
 - h) Should a Nurse cease to be disabled, upon providing reasonable notice of the Nurse's intended date to return to work, the Nurse shall have a right to return to the Nurse's former or equivalent position with the Employer at not less than the same increment level. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Nurse's suitability for reinstatement.
 - i) The Employer and the Union have a continuing duty to accommodate a disabled Nurse and are obligated to consider employment opportunities that meet the Nurse's capabilities as established through sufficient medical evidence.
- 9.2 Upon termination of employment, all sick leave shall be cancelled and no payment shall be due thereafter.
- 9.3 Days off and paid holidays, which fall within a period of sick leave, shall not be considered a part of, or charged to, the Nurse's accumulated sick leave.
- 9.4 A Nurse will inform the Employer, in writing, when a medical decision is made regarding elective surgery so that staff coverage for the Nurse's intended absence may be arranged. Failure to give such notice shall result in non-entitlement to income protection benefits for the period of absence.
- 9.5 The Employer shall provide each Nurse with a statement of the Nurse's sick leave credits including credits accumulated prior to July 1, 2002.
- 9.6 A Part Time Nurse or a Nurse in a temporary position, on paid leave shall be paid based on the posted scheduled straight time hours of work for the Nurse

provided that if the Nurse's leave continues beyond the posted scheduled hours of work and, because of her/his paid leave, no further hours are scheduled, payment shall be based on the weekly average number of straight time hours paid to the Nurse in the twenty (20) calendar week period immediately preceding the leave.

9.07 A Part Time Nurse hired after July 2, 2002 will be covered on a pro-rata basis in accordance with the sick leave provisions for Regular Full-Time Nurses.

ARTICLE 10 - LEAVES OF ABSENCE

- 10.1 Nurses will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the Agreement. Except in emergencies, such requests must be made at least four (4) weeks in advance.
- 10.2 During any period of unpaid leave of absence, granted in excess of one (1) month by the Employer, all health and welfare benefit plans will be canceled, unless the Nurse makes prior arrangements to the Employer for the payment of the Nurse's and Employer's share of premiums. The Nurse's increment date shall also be adjusted by any leave of absence of more than one (1) month's duration. (Three (3) months in the case of education leave related to Nursing.) Pregnancy, Parental and Adoption Leaves are discussed in Article 11 below.
- 10.3 Medical Appointment Leave
Nurses shall be allowed a paid leave of absence up to a total of fifteen (15) hours per annum in order to engage in personal preventive medical or dental care. Such leave shall be debited against accumulated sick leave credits.
- 10.4 Family Leave
Where a Nurse is unable to arrange for the care of a child/parent/spouse who is ill, the Nurse may, at the supervisor's/manager's discretion, be granted sick leave from his/her existing sick leave credits for the purpose of providing care for the child/parent/spouse. The maximum allowable usage of sick leave credits for this purpose is twenty-two and one-half (22 1/2) hours in any fiscal year. Such leave shall not be unreasonably requested nor denied.
- 10.5 Wedding Leave
(a) Upon request, a Nurse shall be granted three (3) days leave with pay for the Nurse's wedding in the week immediately prior to, or subsequent to, the wedding. Requests for such leave of absence will be made in writing at least four (4) weeks in advance.

(b) Upon request, a Nurse shall be granted one day's leave with pay to attend the wedding of the father, mother, a child, a brother or a sister of the Nurse if the wedding falls on a scheduled workday. Requests for such leave of absence will be made in writing at least four (4) weeks in advance.

10.6 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; or
- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:
 - (i) in or under the authority of a court or tribunal; or
 - (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.
- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (d) 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, except money for reimbursement of expenses.

10.7 Educational Leave

Recognizing the value of further education related to nursing, the Employer, on request, may grant an educational leave without pay to a Nurse who has been employed for a minimum of one (1) year provided that such leave may only be granted subject to the availability of relief Nurse(s) and three (3) months advance application in writing. Upon return from such leave a Nurse shall return to the Nurse's former position.

10.8 Unpaid 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 a leave(s) of absence without pay for a Nurse(s) 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 Union Business Leaves as follows :

(i) A member of the Nova Scotia Nurses' Union Board of Directors, or Provincial Committee, serving in any official capacity with the Union, other than the President of the Nova Scotia Nurses' Union, may be granted leave in order to attend such Board or Committee meetings;

(ii) any other Union business.

(d) 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.

(e) 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, one hundred and twenty (120%) percent of the Nurse's regular rate of pay 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 date.

10.9 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.

10.10 Public Affairs Leave

Any member of the Local Union who is elected to full-time office in the National, Provincial or Municipal level of government may be granted a leave of absence without pay, for a term in accordance with the elected office. On the Nurse's return, the Nurse's will be placed in a position determined in accordance with the needs of the Employer at the time. The Nurse shall retain benefits and seniority which the Nurse accrued up to the time the Nurse commenced the leave of absence, and shall be placed on the same step of the salary scale that the Nurse occupied prior to commencing the leave of absence.

10.11 Professional Leave

A Nurse may be granted time off with pay in order to attend the Annual General Meeting of the College of Registered Nurses of Nova Scotia.

10.12 Personal Leave

A Nurse shall be entitled to leave of absence without pay for good and sufficient cause. Such leave will not be unreasonably requested nor withheld.

10.13 Bereavement Leave

- (a) A Nurse shall be entitled to five (5) working days leave of absence with pay **within a seven (7) calendar day period** and up to fifteen (15) calendar days leave of absence without pay immediately following the death of any one or more of her/his immediate family as defined in Article 4.16.
- (b) A Nurse shall be entitled to one (1) working day leave of absence with pay and up to ten (10) calendar days without pay immediately following the death of her/his aunt, uncle, niece, nephew, **brother-in-law or sister-in-law**.
- (c) A Nurse shall be entitled to use vacation, time off in lieu of accumulated overtime, personal leave or other accumulated leave in the event of the death

of, a close friend or relative for which other bereavement leave is not otherwise provided.

- (d) When circumstances warrant, the Employer may grant two (2) additional days traveling time to a Nurse.
- (e) Regular Part-Time, Casual and Nurses in Temporary Positions shall be eligible for bereavement leave, but the pay entitlement shall be limited to their posted scheduled hours of work.

10.14 Compassionate Care Leave

(a) A Nurse who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:

- the spouse of the Nurse,
- a child or step-child of the Nurse,
- a child or step-child of the Nurse's spouse,
- a parent or step-parent of the Nurse,
- the spouse of a parent of the Nurse,
- the sibling or step-sibling of the Nurse,
- the grandparent or step-grandparent of the Nurse,
- the grandchild or step-grandchild of the Nurse,
- the guardian of the Nurse,
- the ward of the Nurse,

a relative of the Nurse permanently residing in the household of the Nurse or with whom the Nurse permanently resides,

- the father-in-law or mother-in-law of the Nurse,
- the son-in-law or daughter-in-law of the Nurse, or

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 leave.

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

- the recipient of the care or support dies, or

the expiration of the twenty-six (26) week period.

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

(c) The Employer shall grant to the Nurse the option of maintaining membership in the benefit plans in which the Nurse participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Nurse in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits.

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

(e) In case of serious illness of the Nurse's spouse, child or parents, up to the first five (5) days of this leave (in any fiscal year) will be with pay and shall be allowed where necessary. These first five (5) days of this leave do not have to be taken as part of the eight (8) weeks leave indicated above.

10.15 Severe Weather Conditions

- a) Due to the critical nature of the services provided by Canadian Blood Services, Nurses are required to make every reasonable effort to report for work during severe weather conditions.
- b) If the Blood Centre remains open during severe weather conditions, Nurses unable to report for work may use annual leave or banked time to make up for lost earnings for the day.
- c) In the event the Blood Centre **or mobile clinic** is closed as a result of severe weather conditions and Nurses are sent home, or advised by their supervisor not to report for work due to the closure of the Blood Centre, **or mobile clinic** Nurses shall be paid for time worked, or **seven point five 7.5 hours** at their regular rate of pay, whichever is greater.

ARTICLE 11 - PREGNANCY, PARENTAL AND ADOPTION LEAVES

11.1 The Parties agree to be directed by the provisions of the *Labour Standards Code* of Nova Scotia respecting Pregnancy and Parental and Adoption leaves.

11.2 Pregnancy/Birth Leave

- (i) 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.

- (ii) A Nurse shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (iii) 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.
- (iv) 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.
- (v) 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.

Pregnancy Leave Notice

- (vi) A pregnant Nurse shall provide the Employer with at least four (4) weeks notice of the date the Nurse intends to begin pregnancy leave.
- (vii) Where notice as required under Article 11.00 (vi) 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.

11.3 The Employer shall not terminate the employment of a Nurse because of the Nurse's pregnancy.

11.4 Pregnancy Leave - Employer Requirement

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

11.5 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 11 may be granted sick leave in accordance with the provisions of Article 9.

11.6 Parental and Adoption Leave

- (a) The parental leave of a Nurse who has taken pregnancy leave and whose newborn child or children arrive in the Nurse's home during pregnancy leave,
 - (i) shall begin immediately upon completion of the pregnancy leave, without the Nurse's returning to work; and
 - (ii) shall end not later than fifty two (52) weeks after the parental leave began.
- (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 11.05(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 arrived in the Nurse's home.
- (c) A Nurse who becomes a parent other than as provided in 11.05 (a) 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.

11.7 Pregnancy/Birth and Parental and Adoption Leave Deferral

If a Nurse is entitled to parental or pregnancy/birth 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. The Nurse will advise the Centre of anticipated duration and availability to work on an "On Call" basis and the provisions of Article 7.08 will not apply.

11.8 Return to Work

When a Nurse reports for work upon the expiration of pregnancy/birth and/or parental or adoption leaves, the 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 with not less than the same

wages and benefits, with no loss of benefits accrued to the commencement of the leave.

11.9 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.

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

11.11 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 two (2) scheduled shifts [a maximum of fifteen (15) hours] during the confinement of the mother. This leave may be divided into two (2) separate days.

11.12 Special Leave - Adopted Child

Special leave with pay up to a maximum of two (2) shifts [fifteen (15) scheduled hours] shall be granted to a Nurse when an adopted child arrives in the Nurse's home. This leave may be divided into two (2) separate days.

11.13 Pregnancy/Birth Allowance

(a) A Nurse entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).

(b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:

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

(ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive

and seventy-five per cent (75%) 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 (%) 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 date immediately preceding the commencement of her 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 (1%) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision will not apply to Casual or Temporary Nurses.

11.14 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 seventy-five per cent (75%) 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 purpose of this allowance, a Nurse's weekly rate of pay will be one-half (Y:z) 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 date immediately preceding the commencement of her 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, 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 Y:z) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision will not apply to Casual or Temporary Nurses.

11.14 Bridging of Service

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

- (a) The Nurse must advise the Employer in writing that the reason for the termination of employment is to raise a child.
- (b) If the Nurse is re-employed as a Regular Nurse within two (2) years of her or his termination date, she or he will have the previous Service with the Employer recognized as at the date of termination for the purposes of placement on the appropriate level on the increment scale as set out in Article 8.00 and vacation accrual rate as set out in Article 12.00 (a), (b), (c), and (d).

(c) No Service, Seniority, or benefits will accumulate during the period of termination to raise a child. Seniority shall be counted up to the leave and after the leave.

(d) The Nurse cannot have been employed by any other employer for anytime during this period. If so employed the Nurse shall not be entitled to the benefits of this provision.

ARTICLE 12 - VACATIONS & HOLIDAYS

12.00 Vacations

- a) The Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days equals one (1) calendar week. A Nurse may be allowed to "split" the Nurse's vacation provided that such splitting does not interfere with the operations of the Centre.

- b) The vacation year shall be April 1st of one year to March 31st of the following year. Nurses shall submit their vacation applications no later than March 15th prior to the vacation year. The vacation schedule shall be posted by April 15th of the vacation year. The allocation of vacation dates shall be decided by seniority within the Bargaining Unit based on requests received by March 15th of each year. Requests received after March 15th will be considered by the Employer on a first come first served basis only after all requests received prior to March 15th have been considered. Any change in the vacation schedule after posting shall require written consent of the Employer and any Nurse affected.

Nurses who have not scheduled vacation by December 1st of the vacation year shall have any unused vacation scheduled, taking the Nurse's preference into consideration, or assigned within the remainder of the vacation year, except as provided under Article 12.00 c) below.

- c)
 - i) Nurses who have completed one (1) year of continuous service, excluding all periods of unpaid absence, may request vacation deferment of up to a maximum of ten (10) days.

 - ii) Request to take deferred annual leave must be submitted to the Manager of Clinic Services six (6) weeks in advance of December 1st.

 - iii) If approved, such deferred leave may not be taken between June 1st and September 30th of the following vacation year.

- d) Vacation earned within any vacation year may be taken the same vacation year subject to Article 12.03 below.
- e) All Nurses shall be granted their vacation entitlement between April 1st of one year and March 31st of the following year whenever possible.

12.1 Service credits for the purpose of calculation of vacation credits shall continue into the Collective Agreement and Nurses shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

- a) A Nurse who has completed one (1) year of continuous employment shall qualify for annual vacation of one and one-quarter (1 1/4) working days for each month worked.
- b) A Nurse who has completed four (4) years of continuous service shall qualify for annual vacation of one and two-thirds (1 2/3) working days for each month worked.
- c) A Nurse who has completed fifteen (15) years of continuous service shall qualify for annual vacation of **five (5) weeks**.
- d) A Nurse who has completed twenty-five (25) years of continuous service shall qualify for annual vacation of six (6) weeks.
- e) Vacation entitlement will be established on a pro-rata basis for those Nurses whose anniversary occurs during the vacation year.

12.2 a) Regular Part-Time , Casual and Nurses in Temporary Positions shall be paid on each pay cheque six (6%), eight (8%), ten (10%) percent of their regular salary earned in lieu of vacation, whichever percentage is applicable depending on their vacation pay entitlement as set forth hereunder:

Up to 7,140 hours worked	6%
From 7,141 hours worked or after four (4) years, whichever occurs later	8%
From 33, 915 hours worked or after nineteen (19) years, whichever occurs later	10%
From 48, 750 hours worked or after twenty-five (25) years, whichever occurs later	12%

- b) Regular Part-Time, Casual, and Nurses in Temporary Positions shall be permitted to set aside their vacation pay until the end of November of each and every year, at which time they shall be paid their total vacation pay entitlements.

- c) After twelve (12) months of service, a Regular Part -Time Nurse may apply for vacation leave without pay over a period of time equivalent to the vacation earned for a Regular Full-Time Nurse, unless otherwise mutually agreed between the Employer and the Regular Part-Time Nurse.
- 12.3 Every Nurse who has completed less than one (1) year's continuous employment as of March 31st of the initial year of the Nurse's employment will be granted paid vacation calculated at one and one-quarter (1.25) days for each month worked. It is understood that the Employer may defer vacation in situations where a Nurse is still on probation as of February 1st of the vacation year. Such deferred vacation must be used prior to October 15th of the following vacation year and shall not be combined with the current year's vacation entitlements unless otherwise mutually agreed.
- 12.4 Upon termination, annual vacation taken but not earned shall be recovered at the Nurse's current rate of pay on the Nurse's final cheque.
- 12.5 Vacation Period
Operational requirements permitting, all Nurses shall normally receive at least two (2) weeks vacation between the months of June 1st and September 30th. Upon request and, where possible, a longer period of vacation may be granted by the Employer.
- 12.6 Substitution for Vacation - Sick Leave
A Nurse who is hospitalized while on vacation may change the status of the Nurse's leave to sick leave. Upon return to duty the Nurse shall submit the appropriate documentation stating the period of hospitalization and/or a subsequent period of care.
- 12.7 Sick Leave Substitution for Annual Vacation
Accumulated sick leave credits may be substituted for hours of scheduled vacation interrupted where it can be established by the Nurse to the satisfaction of the Employer that an illness or accident occurred prior to the commencement of the vacation and that the illness or accident was such that the vacation plans of the Nurse were interrupted.
- 12.8 Substitution for Vacation - Bereavement Leave
In the event of a death of a family member (as outlined in the provisions regarding bereavement leave Article 10.12) while a Nurse is on vacation, and the Nurse returns from vacation to attend to matters of the deceased family member, the Nurse shall be credited with the appropriate number of days as bereavement leave replacing vacation leave.

12.9 If a Nurse's vacation or annual leave is approved and then canceled by the Employer, causing the Nurse to lose a monetary deposit on vacation accommodation and/or travel, the Nurse will be reimbursed by the Employer for the amount claimed plus available insurance premium, provided the Nurse can show proof of such loss and that the Nurse 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 the Nurse's vacation.

12.10 The Employer will not require a Nurse who is on vacation to return to work during the Nurse's vacation period.

12.11 Holidays

The following shall be recognized as paid holidays for the purpose of this Agreement:

New Year's Day	Thanksgiving Day
February Holiday	Remembrance Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	One-half (1/2) day for Christmas Eve
July 1st	One-half (1/2) day for New Year's Eve
1st Monday in August	
Labour Day	

And any other day or days proclaimed as a General Holiday by the Federal or Provincial authorities.

12.12 When a holiday falls on a Nurse's unpaid day off or during a Nurse's vacation, the Nurse shall be granted a substitute day off in lieu of the holiday.

12.13 In order to qualify for any of the above holidays not worked, a Nurse must have been on a paid status on a scheduled workday immediately preceding and the scheduled workday immediately following such holiday. No payment shall be made for a designated holiday while a Nurse is on a leave without pay.

12.14 Holiday Premium Pay

a) When a Nurse is scheduled or called back to work on a holiday as defined in Article 12.11, in addition to being paid for the holiday, the Nurse shall be compensated with time off or pay, in accordance with Article 7.06, calculated by all hours worked at the rate of two times (2X) the Nurse's basic hourly rate for all hours worked or a minimum of three (3) hours pay, whichever is greater.

b) When a Nurse works on a Holiday as defined in 12.11 above, she shall be compensated in accordance with pay/time off in accordance with 12.14(a). Where another day has been designated to recognize the holiday a Nurse will be paid in accordance with 12.14(a). There shall be only one (1) day paid as a Holiday to any one individual Nurse should she work the Holiday and the designated day.

c) On each pay cheque Regular Part-Time, Casual Nurses, and Nurses in Temporary Positions shall be paid four per cent (4%) of their individual straight time earnings, exclusive of overtime pay, all premiums and vacation pay, in lieu of paid holidays applicable to Regular Full-Time Nurses.

ARTICLE 13 - SENIORITY- LAYOFF -RECALL - PROBATION

131 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.

132 Seniority for a Casual Nurse

(a) Seniority for a Casual Nurse commences on the date of the first shift worked as a Casual Nurse in the Bargaining Unit and shall operate on a Bargaining Unit wide basis unless otherwise specified in the Collective Agreement. Seniority for a Casual Nurse (including a Casual Nurse in a Temporary Position) is defined as the total of hours paid to the Casual Nurse.

A record of hours paid to a Casual Nurse shall be kept by the Employer and shall constitute the Seniority list for Casual Nurses.

(b) A Casual Nurse while working in a Temporary Position shall have hours paid while in the Temporary Position accumulate on the Casual Seniority list.

(c) A Nurse hired directly to a Temporary Position shall be a Casual Nurse and accumulate Casual Seniority for the hours paid in the Temporary Position. In the event the Nurse becomes a Casual Nurse and continues in an employment relationship at the completion of the temporary period the Casual Seniority shall continue to accumulate.

(d) 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 and shall be recognized in addition to the Casual Seniority as converted in Article 13.03. "Appointed directly" shall mean appointment without an interruption for longer than fourteen (14) calendar days.

133 Regular Seniority converted to Casual Seniority

A Nurse who changes employment status from Regular to Casual shall have the Nurse's Regular Seniority converted to hours paid on the basis of one (1) year of Casual Seniority equaling 1950 hours paid and shall then accumulate further Casual Seniority on the basis of hours paid.

134 Casual Seniority converted to Regular Seniority

In the event that a Casual Nurse becomes a Regular Full-Time or Regular Part-Time Nurse, her or his Casual Seniority shall be converted to regular Seniority on the basis of one year of seniority for each 1950 hours of seniority, pro rated as required. For clarification, Casual Nurses cannot convert more than 1950 hours of Casual Seniority for each year of employment regardless of the number of Casual Hours worked in any one (1) year.

135 A Nurse who transfers to a position with the Employer at the Centre from another CBS location (in compliance with the job posting provisions of this Collective Agreement), without a break in CBS service, shall be permitted to transfer service credits for the purpose of vacation, sick leave, service recognition and seniority. The Nurse shall continue in his/her current pension plan enrollment, if applicable and be covered by the provisions of the Collective Agreement for insured benefits.

136 Seniority shall be defined as the employment in the Bargaining Unit as adjusted by Article 13.04 or Article 13.06, as appropriate.

137 Nurse Mobility

In the event an Employer rehires a Nurse to a Regular position within six (6) months of the Nurse leaving or 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, placement on the increment scale and Seniority with the hiring Employer.

13.8 Same Date Seniority

(a) Regular Nurses

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

(b) Casual Nurses

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 whom 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.

(c) Portability

In the event that a Nurse whose Seniority is recognized as per Articles 13.04 and 13.06 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) with the same date.

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

13.10 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 13.09 (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 Labour Management Committee. Such agreement shall not be unreasonably denied.

c) Except where mutually agreed otherwise between the nurse, union and the Employer, 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 13.09 (a), with the Employer outside of the Bargaining Unit following a period of fifty-six (56) weeks.

13.10 A Regular Seniority List for Regular Nurses and a Casual Seniority List for Casual Nurses shall be posted on March 31 of each year. Updated seniority information shall be made available to the Local Union upon request.

During the first sixty (60) days following the posting date of the Seniority List any questions as to the accuracy of the list may be forwarded to the Employer for clarification. If correction is required, the corrected Seniority List will be posted by the Employer on May 31st of each year.

13.11 The seniority of a Nurse will terminate if:

- a) the Nurse resigns;
- b) the Nurse is discharged and not reinstated under the grievance procedure;
- c) the Nurse is laid off for a period of more than three (3) months;
- d) after recall the Nurse fails to notify the Employer within seven (7) days after receipt of notice of recall;
- e) the Nurse is absent from work in excess of five (5) working days 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 (6) 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.

13.12 The seniority of a Nurse will be retained but will not accrue if:

- a) the Nurse is on an unpaid leave of absence in excess of four (4) consecutive weeks;
- b) during any period of lay off.

- 13.13 The seniority of a Nurse will continue to accrue if:
- a) the Nurse is on any period of paid leave of absence;
 - b) the Nurse is on any period of unpaid leave of absence of less than four (4) consecutive weeks;
 - c) the Nurse is on any period of Employer paid sick leave;
 - d) the Nurse is on any approved pregnancy and/or parental or adoption leaves;
 - e) the Nurse is on Workers' Compensation.

13.14 Lay Off

When a reduction in the work force becomes necessary, Nurses shall be laid off in reverse order of seniority.

13.15 No layoff of Regular Part -Time or Regular Full -Time Nurses shall occur when Casual Nurses are being employed.

13.16 No Nurse outside the Bargaining Unit shall be employed until all those off work as a result of layoffs have been given an opportunity for re-employment.

13.17 Ninety (90) days written notice of layoffs to the Nurse affected and to the Union shall be given except layoffs as a result of labour disputes at which time as much notice as possible will be given.

13.18 (a) If it becomes necessary to displace or layoff a Nurse because of lack of work, the Employer shall provide notice, in writing, to the Nurse affected and to the Union at least Ninety (90) days in advance. Nurses shall be laid off in reverse order of seniority. The written notice shall include the reasons for the displacement or layoff and the Employer shall meet with the Union to discuss means of avoiding or minimizing the displacement or layoff. In the event of layoff, the Employer and the Nurse shall, for the first Ninety (90) days on layoff, continue to pay their respective share of the premiums for the group insured benefit plans that the Nurse was enrolled in prior to layoff, subject to the provisions of the various plans. Thereafter, the Nurse shall be responsible for the full payment of premium costs, subject to the provisions of the various plans.

(b) Where it becomes necessary to make staff reductions in the Bargaining Unit, they shall first be carried out by attrition wherever possible and only thereafter shall displacement or layoff be used.

(c) Where displacement or layoff is necessary, the Employer shall attempt to minimize the effect of the displacement or layoff.

(d) A displaced full time Nurse may bump any full time, part time or temporary Nurse within the Bargaining Unit with less seniority provided she/he has the qualifications and ability to do the job of that Nurse. A displaced part time Nurse may bump any part time or temporary Nurse within the Bargaining Unit with less seniority provided she/he has the qualifications and ability to do the job of that Nurse. The Nurse who has been bumped will then become a displaced Nurse.

(e) In order to make every effort to avoid a loss of wages, a Nurse who is on layoff or who has had her/his hours reduced due to lack of work shall be permitted to apply for vacant positions in accordance with this Collective Agreement and shall be offered all available work, of whatever length, before work is offered to Nurses with less seniority provided, in both cases, the Nurse has the qualifications and ability to do the job.

(f) Notwithstanding Article 13.18 (e), a Nurse who is on layoff and who wishes to be offered work of a duration of less than sixty (60) working days, must advise the Employer of her/his availability for such work.

(g) The Employer will maintain a list of those Nurses as described in Article 13.1S(f) and will offer all available work of less than sixty (60) working days duration to these Nurses.

(h) A displaced Nurse may choose to bump or to accept a layoff.

(i) No new Nurse will be hired within the Bargaining Unit until all laid off Nurses are given the opportunity, in order of seniority, to fill the job either by recall or application and provided they have the qualifications and ability to do the job.

o) A Nurse on layoff shall not be required to apply for vacant positions nor required to accept a recall if she/he has an alternative employment opportunity or an education or training opportunity that would be interrupted or lost by a recall. Notwithstanding the foregoing, if the job available with the Employer is a permanent job with a rate of pay and hours of work equal to or better than the job from which she/he was laid off, then she/he must accept the recall or resign. However, a Nurse shall lose seniority and employment twenty-four (24) months following layoff. The Employer agrees that temporary employment opportunities during any period of layoff will be available to Nurses on layoff subject to the Nurse making herself/himself aware of opportunities for work that are required to be posted.

(k) A Nurse who is recalled to a permanent position shall be recalled by registered letter and shall have five (5) working days from receipt of the notice of

recall to provide the Employer with notice that she/he intends to accept the recall. If the Nurse is employed elsewhere and is required to give a notice of termination, she/he shall be permitted a further ten (10) working days to return to work.

(l) Notice of recall shall be by certified mail or personal delivery and it shall be the Nurse's responsibility to keep the Employer advised of her/his most recent address.

13.19 Probation

(a) The Probationary Period is the first six hundred and seventy-five (675) regular hours worked of employment. If the probationary period is extended, the Employer shall notify the Nurse in writing of the reasons for the extension of the probationary period, and such extension shall not exceed three hundred (300) regular hours worked. The Employer shall notify the President of the Local Union in writing of any extension to a probationary period. If a Nurse proves unsuitable for the position, the Nurse's employment may be terminated during this time.

(b) A Regular Full-Time or Regular Part-Time Nurse who is rehired within one year of resigning from employment of the Employer will be required to serve a Probationary Period of four hundred and fifty (450) regular hours worked.

(c) There shall be only one probationary period for each Nurse. A Nurse who undergoes a probationary period as a part time Nurse shall not undergo a probationary period if she/he becomes a full time Nurse. A full time Nurse who undergoes a probationary period shall not undergo a probationary period if she/he becomes a part time Nurse.

(d) A Nurse in a Temporary Position who has not finished her probationary period and who moves to a regular part-time position, must undergo the remainder of the probationary period or complete the trial period of one hundred and fifty-four (154) hours, whichever is greater.

ARTICLE 14 - JOB POSTINGS

14.1 The Employer agrees to post notices of vacant or new positions covered under this Agreement for at least ten **(10)** working days. Such posting shall not preclude the Employer from advertising outside the Centre premises. All postings shall state minimum qualifications required and the date of closing of the competition. Job descriptions shall be available to applicants on request.

- 14.2 Provided that the equivalent qualifications are met, preference shall be given to Nurses presently in the employ of the Employer who have submitted an application for the vacancy.

In determining the successful candidate, Regular Seniority will be given precedence over Casual Seniority.

14.3 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, the Nurse's placement on the increment scale; and where the Nurse is in a Regular Full-Time/Part-Time or Temporary Position, and information describing the Nurse's position with the Employer.

Article 14.02 is subject to the provisions of MOA#4.

- 14.4 a) Should the successful applicant be chosen from the existing staff, the Nurse shall be placed on trial for four hundred and fifty (450) regular hours worked in the Nurse's new position. If the Nurse proves unsatisfactory in the Nurse's new position during this trial period, or if the Nurse does not wish to continue the position, 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 the Nurse's former position and salary without loss of seniority. Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the period of four hundred and fifty (450) regular hours worked.

b) A Regular Part-Time Nurse selected to fill a Regular Full-Time position shall be placed on trial period for two hundred and twenty-five (225) regular hours worked in the Nurse's new position. If the Nurse proves unsatisfactory in the new position during this trial period, or if the Nurse does not wish to continue in the position, 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 the Nurse's former position and salary without loss of seniority. Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the period of two hundred and twenty-five (225) regular hours worked.

- 14.5 If new classifications, which come under the scope of this Agreement, are created during the term of this Agreement, the Employer will inform the Union of the proposed rates of pay for such position. If the Union wishes to enter into negotiations on these rates of pay, it will so inform the Employer within seven (7) working days and negotiations will commence within an additional ten (10) working days, which time may be extended by mutual agreement between the Employer and the Union. If the Parties are unable to reach agreement

concerning the rates of pay, the dispute shall, at the request of either or both Parties, be dealt with in accordance with the provisions as set forth in Article 16 Arbitration Procedure, herein, commencing at Step 2.

ARTICLE 15 - LABOUR MANAGEMENT COMMITTEE

- 15.1 It is agreed by both Parties that it is important to review current and/or new methods of operation, to provide effective communications of information, ideas, concerns relative to donor/recipient care, and to discuss/study/make recommendations on matters of mutual concern as may arise from time to time in the operation of the Centre.
- 15.2 In recognition thereof, a Labour Management Committee shall be represented by at least two (2) Nurses and a Nova Scotia Nurses' Union representative may attend. The Employer shall be represented as appropriate by the Centre Human Resources Representative or designate and other management representative(s).
- 15.3 The Party requesting a meeting shall notify a representative of the other Party of its desire to meet. Such notice will be in writing and will include the agenda of the items(s) to be discussed. Within five (5) working days the Parties will set a meeting date to be within a further five (5) working days unless otherwise mutually agreed.
- 15.4 Nurses shall not suffer any loss of pay while attending Labour Management Committee meetings.

ARTICLE 16 - GRIEVANCE AND ARBITRATION

- 16.1 For the purpose of this Agreement, "grievance" shall mean a dispute between a Nurse(s) and the Employer regarding the application, interpretation, administration or alleged violation of this Agreement.
- 16.2 A Nurse may be accompanied by, or represented by, a Local Union and/or Union Representative at any stage of the grievance procedure.
- 16.3 **Grievance Procedure**

Step 1

When a Nurse has a grievance, the Nurse may, within five (5) working days of the discovery or occurrence of the incident giving rise to the grievance, first discuss the

grievance with the Nurse's Assistant Manager or designate who shall provide the Nurse with an answer within five (5) working days.

Step 2

If the dispute is not resolved within the time period specified in Step 1 above, the grievor and/or the Local Union Representative may, within a further **five (5) working** days, submit the grievance in writing to the Manager or designate. The Manager or designate shall reply in writing within five (5) **working** days of receipt of the written grievance.

Step 3

If the dispute remains unresolved, the grievor and Local Union Representative may, within a further **five (5) working** days, submit the grievance in writing to the Centre Human Resources Representative. The Centre Human Resources Representative shall reply in writing within five (5) **working** days of receipt of the written grievance.

- 16.4 If the reply of the Centre Human Resources Representative is not acceptable to the Union, the matter may then be referred to arbitration. Within five (5) working days from the date of receipt of the reply, the Union will notify the Centre Human Resources Representative of its intention to refer the matter to arbitration.
- 16.5 Where a dispute involving a question of general application or interpretation occurs, or in case of a group grievance or a Local Union grievance, Step 1 may be by-passed.
- 16.6 A Nurse who has been dismissed may file a grievance directly at Step 3 of the process to the Centre Human Resources Representative within ten (10) working days of the notification to a Labour Relations Representative of the Union of the dismissal.
- 16.7 The Employer may institute a grievance by delivering the same in writing to a Labour Relations Representative of the Union who shall answer such grievance within five (5) **working** days. If the answer is not acceptable to the Employer, the Employer may give ten (10) **working** days notice to a Labour Relations Representative of the Union of its intention to refer the dispute to arbitration.
- 16.8 Arbitration
- a) In the event that a grievance is submitted to arbitration, the case shall be heard by a single arbitrator, unless it is mutually agreed by the Employer and the Union that the case should be heard by a three-person Board of Arbitration.
- b) The Parties shall have five (5) working days in which to agree upon a single arbitrator.

- c) In the event the Parties agree to a three-person Arbitration Board, the Board shall be selected as follows:
 - i) The Union and the Employer shall each appoint a member of the Arbitration Board within five (5) working days of the notice of referral to arbitration as outlined in 16.03 and 16.06 above.
 - ii) The nominees to the Arbitration Board shall appoint a chairperson within five (5) working days of their appointments.

16.9 The Board of Arbitration or single arbitrator shall render a decision in as short a time as is possible, a decision in the case of discharge will be handed down within a maximum of fourteen (14) working days from the date of the hearing.

16.10 In the event the Parties fail to agree upon:

- a) a single arbitrator; or
- b) a Board chairperson; or
- c) fails to appoint a member to the Board or their nominee fails or is unable to serve; or
- d) the single arbitrator or the Chairperson of the Board is unable or fails to serve,

then either Party may request the Minister of Environment and Labour to appoint the single arbitrator, Board Chairperson or Board member as the case may be, in accordance with the *Trade Union Act*.

16.11 It is mutually agreed by both Parties to this Collective Agreement that the decision of the single arbitrator, or the Arbitration Board or the decision of the Chairperson of the Arbitration Board shall be final and binding upon the Employer, the Union and the Nurse(s) concerned. The Arbitration Board, Chairperson or single arbitrator shall not be authorized to make any decisions inconsistent with the provisions in this Collective Agreement. However, the Chairperson, Arbitration Board or single arbitrator shall have the power to modify or set aside any penalty, award reinstatement and adjust compensation as it deems equitable in its opinion.

16.12 Any costs incurred by either of the Parties hereto, preceding or during arbitration proceedings, shall be borne by the respective Parties incurring such costs, but

the costs of the Chairperson of the Arbitration Board or single arbitrator shall be borne by the Parties in accordance with the *Trade Union Act*.

- 16.13 The time limits outlined in Step 1 are mandatory and all other time limits are directory and the Arbitration Board shall be able to overrule a preliminary objection that time limits have been 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.
- 16.14 The above mentioned time limits may be extended in individual cases, by the consent in writing of both Parties to this Agreement.
- 16.15 Nurses whose attendance is required at an Arbitration hearing, under this Collective Agreement, shall be granted time off with pay.
- 16.16 The Union agrees that it will not render the Employer inoperative during any Arbitration hearing by requiring more than two (2) Nurses per day to appear as witnesses unless the Employer and Union agree otherwise in advance.

ARTICLE 17 - STAFF DEVELOPMENT

- 17.1 Job Description
A Nurse shall receive a copy of the Nurse's job description on request.
- 17.2 Orientation
The Employer will provide an orientation period during the first three weeks of employment.
- 17.3 In-Service Program
The Employer shall provide an in-service program as required focused on the needs of the staff for the improvement of the services provided by the Employer.
- 17.4 Workshops and Seminars
Operational requirements permitting, the Employer shall provide Nurses the opportunity to participate in seminars, workshops, short courses or similar out-service programs to keep up-to-date with knowledge and skills in their respective fields.
- 17.5 Bulletin Board
Bulletin Board space shall be made available for use by the Local Union.

ARTICLE 18 - STAFF HEALTH AND SAFETY

- 18.1 The Employer shall make reasonable provisions in respect of the safety and health of Nurses during their hours of employment. To this end, a Workplace Safety and Health Committee shall be established in accordance with the *Occupational Health and Safety Act*.
- 18.2 Nurses appointed by the Union to attend the above Committees or to any other sub-committee to which the Union is required to appoint a representative will be compensated at his or her regular rate of pay, including overtime, if applicable.
- 18.3 Nurses required to wear personal protective equipment in accordance with the Occupational Health and Safety Act for the Province of Nova Scotia, shall have such personal protective gear provided by the Employer. The Employer shall pay each Nurse who goes on mobile clinics, and is required to load and unload, a boot and glove allowance of **seventy dollars (\$70.00) every year on the first pay in October**. Probationary employees shall receive this amount upon successful completion of the probationary period. Nurses who terminate employment may be required to reimburse the Employer for this amount on a pro-rata basis.
- 18.4 Nurse Safety and Security Measures
The Employer has policies and practices to the extent reasonably possible to provide for the safety and well being of Nurses while in the performance of their duties with CBS.

ARTICLE 19 - TECHNOLOGICAL CHANGE

- 19.1 Before the introduction of any technological change or new method of operation which affects the rights of Nurses, conditions of employment or wage rates, the Employer shall notify a Labour Relations Representative of the Union as far in advance as is possible of the intended change.
- 19.2 The Employer and a Labour Relations Representative of the Union will meet, within twenty (20) days of the Employer's notification to a Labour Relations Representative of the Union, to negotiate reasonable provisions to protect the interests of the Nurses so affected.
- 19.3 Failing agreement, such matters may be referred to arbitration, subject to Article 16 herein.

ARTICLE 20 - PROHIBITION OF DISCRIMINATION

- 20.1 The Employer and the Union agree that discrimination as defined and prohibited by the *Human Rights Act* Section 3, 4 and 5(1)(d) are incorporated into this Collective Agreement as well as any amendments that may be made to the *Human Rights Act* subsequent to the signing of the Collective Agreement.
- 20.2 In addition to the grounds set out in the *Human Rights Act*, Section 5(1) (h-v), the Parties agree not to discriminate on the basis of membership or non-membership in the Union.
- 20.3 The Parties further agree that there shall be no discrimination against any blood donor or Canadian Blood Services volunteers.
- 20.4 The Employer and the Union recognize their respective obligations to accommodate a disabled Nurse to the point where it is impossible to do so without undue hardship. A disabled Nurse has a duty to cooperate and assist the Employer and the Union in developing a suitable accommodation.

ARTICLE 21 - PENSION PLAN, GROUP INSURANCE PLAN, DENTAL PLAN, EXTENDED HEALTH PLAN

- 21.1 The Employer shall provide benefits for Nurses by way of participation in the Canadian Blood Services Pension Plan, and Group Insurance Plans subject to the eligibility requirements for membership and the rules and regulations of the said Plans.
- 21.2 Dental Plan
- a) Nurses must join the Dental Plan **in accordance with the provisions and the requirements of the plan**. Nurses may opt out of this plan only if the Nurse's spouse has equal or better coverage through the spouse's employer.
- b) The Employer shall pay 66 2/3% of the premium cost for each participating Nurse with the Nurse paying the remaining 33 1/3%.
- 21.3 Extended Health Plan
- (a) Nurses must join the Extended Health Care Plan **in accordance with the provisions and requirements of the plan**. Nurses may opt out of this plan only if the Nurse's spouse has equal or better coverage through the spouse's employer.

- (b) The Employer shall pay one hundred percent (100%) of the premium cost for each participating Nurse.

21.4 Plan Coverage and Substitution of Carrier

- a) Details of the Extended Health Plan and the Dental Plan are as outlined in the Employee Benefits Handbook as distributed by the Employer from time to time.
- b) Provided that the benefits of either the Extended Health Plan or the Dental Plan are not reduced, the Employer may at any time substitute another carrier or other carriers, as the case may be, to underwrite such plans.

21.5 Long Term Disability Plan, Group Life Insurance Plan and Accidental Death and Dismemberment Plan

- (a) All **Nurses** shall enroll in the Employer's Long Term Disability Plan (LTOP) and Group Life Insurance Plan (GLIP), which includes life insurance and accidental death and dismemberment insurance, in accordance with the provisions and requirements of these plans.
- (b) The Employer shall pay sixty-six and two thirds percent (66 2/3%) of the premium cost for the LTOP and the **Nurse** shall pay the remaining thirty-three and one third percent (33 1/3%) of the premium.
- (c) The **Nurse** shall pay one hundred percent (100%) of the cost of life insurance premiums and the Employer shall pay one hundred percent (100%) of the cost of accidental death and dismemberment insurance.

21.5 a) Pension Plan

All Nurses in the Bargaining Unit shall participate in accordance with the eligibility provisions of the CBS Defined Benefit Pension Plan (the "Plan"). The rate at which the Nurses shall contribute to the Plan shall be as established from time to time in accordance with the terms of the Plan. The rate at which the employer shall contribute to the Plan is limited to the fixed amount established from time to time in accordance with the terms of the Plan. The parties agree that the Plan is a defined benefit pension plan to which section 14(3) of the *Pension Benefits Act*, R.S.O. 1990 c. P.8 and Section 6(1) of Regulation 909 under the *Pension Benefits Act, supra* apply. For purposes of clarity the contribution rates of both Nurses and the employer are described at (schedule of sample contribution rates attached at page 44).

b) Retirement Allowance

A Nurse who retires in accordance with the terms of the CBS Pension Plan with more than fifteen (15) years of service with the Employer, will be paid a lump sum equal to one (1) week pay per year of completed service to a maximum of twenty (20) weeks pay, such allowance to be prorated with respect to part-time Nurses.

21.06 Regular Part-Time Nurses shall be required to participate in the Pension Plans applicable to Regular Full-Time Nurses covered under this Agreement, in accordance with the regulations and requirements of these plans.

ARTICLE 22 - OCCUPATIONAL ACCIDENT

22.1 Workers' Compensation

When a Nurse is prevented by injury or illness from performing the Nurse's regular work with the Employer due to an occupational accident associated with the Nurse's employment and such absence is recognized as compensable under the *Workers' Compensation Act*, the Employer shall supplement the award given the Nurse by the Workers' Compensation Board and Canada Pension Plan by such amount that would enable the Nurse to receive one hundred percent (100%) of the Nurse's regular wages. There shall be no reduction in a Nurse's accumulated sick leave during any period of Workers' Compensation.

22.2 All accidents must be reported immediately to the Nurse's supervisor. The Nurse will be provided with a copy of the accident report.

22.3 When a Regular Full Time Nurse receives Workers' Compensation pay for a period greater than one month, her or his entitlement to annual paid vacation leave will be reduced on an annual pro-rata basis. However, the anniversary date for the calculation of seniority, future annual vacation entitlement, and salary increments will not be adjusted by the length of time while on Workers' Compensation.

22.4 The Employer shall ensure that all group benefit plan payments and pension plan payments in which the Nurse is normally enrolled are continued on the existing cost shared basis.

ARTICLE 23 - CHEMICAL AND DRUG DEPENDENCY

23.1 The Employer and the Union and the Local Union agree to cooperate in encouraging Nurses afflicted with alcoholism or drug addiction to undergo a

coordinated program directed to the objective of their rehabilitation. If required, the provision of Article 9 of the Collective Agreement shall apply.

- 23.2 When a Nurse is required to submit to random body fluid testing as a part of a settlement agreement between the Employer, the Union and a Nurse, the Employer shall pay the costs of such testing, where not available through long term disability coverage.

ARTICLE 24 - PERSONNEL FILES AND PERFORMANCE APPRAISALS

- 24.00 a) Should the Employer commence a performance appraisal program, such appraisals shall be discussed with the Nurse and the Nurse shall be provided with a copy. The Nurse shall sign the appraisal acknowledging receipt of the appraisal and have an opportunity to comment or append the Nurse's comments on the appraisal.
- b) Upon request, a Nurse shall be permitted to review the Nurse's personnel file and be provided with copies of documents herein.
- c) Any document of which the Nurse was not made aware is inadmissible as evidence against the Nurse in any arbitration proceeding pursuant to this Agreement.

ARTICLE 25 - DURATION OF COLLECTIVE AGREEMENT

- 25.1 This Collective Agreement shall be in full force and effect from November 1, **2012** up to and including October 31, **2020**.
- 25.2 With the exception of wages and unless otherwise specified, all other provisions of this Collective Agreement shall be in full force and effect from the date of signing of this Agreement.
- 25.3 Either Party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new Agreement, shall give notice to the other Party in writing at least ninety (90) days prior to the expiration date of the Collective Agreement and present its proposals in writing at a meeting between the Parties, within thirty (30) days following such notice. If notice is not given as above, the Collective Agreement shall be automatically renewed without change for a further period of one (1) year.

25.4 The provisions of this Agreement shall continue in effect following the expiry date until replaced by a new Agreement or until the declaration of a legal strike or lockout, whichever occurs first.

ARTICLE 26 - DISCIPLINE

26.1 A Nurse shall have the right to have a Local Union representative present at any time when management is meeting with him/her for the purpose of investigation which will likely lead to discipline or dismissal and management shall inform the Nurse of this right and give him/her time to arrange for the Local Union representative to be present.

26.2 In all instances where the Employer considers that a Nurse warrants disciplinary action (not including a suspension or termination), the Employer shall take such action at a meeting with the Nurse. The Nurse may have a representative of the Local Union present. The Employer will give the Nurse 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 representative of the Local Union. Where circumstances warrant an immediate meeting, the meeting may proceed should a representative from the Local Union not be readily available.

26.3 In the case of a suspension or termination, the Nurse may elect to have a representative of the Union present. The Employer will give the Nurse 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 representative of the Union. Where circumstances warrant an immediate meeting, the meeting may proceed should a representative from the Union not be readily available.

26.4 If the outcome of the meeting results in a written warning, suspension, or demotion, the Employer shall notify the Nurse, and the President of the Local Union in writing of the action taken, at which point the time limits in Article **16 shall** commence.

26.5 If the outcome of the meeting results in the dismissal of a Nurse the Employer shall notify the Nurse, the President of the Local Union and a Labour Relations Representative of the Union in writing of the action taken, at which point the time limits in Article 16 shall commence.

26.6 A Nurse who has been subject to disciplinary action other than suspension may, after twelve (12) 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

eighteen month period, of which the Nurse is aware. The Employer shall confirm in writing to the Nurse that such action has been effected.

26.7 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 the Nurse's employment terminated by the Employer without just cause.

ARTICLE 27 - RESIGNATION

27.1 Four (4) weeks written notice shall be given regarding resignation of a Nurse, unless mutually satisfactory arrangements are made otherwise. The Nurse shall receive accrued vacation credits, and any other pay owing on the effective day of termination.

27.2 A Nurse who resigns from employment with the Employer shall be entitled to withdraw her/his resignation within two (2) working days of having submitted the resignation.

In witness whereof the Parties have on this July day of beck'AnblU, 2014, executed this renewal Collective Agreement by affixing hereto the signature of their proper Officers in that behalf:

FOR THE UNION



Janet Hazelton, President



Christine van Zoos 1st Vice President

FOR THE EMPLOYER



Andrew Pateman, VP
Talent Management



BeVCOIPitS, senior Consultant
Talent Services (HR Business Partner)



Dawn G

APPENDIX "A"

RN-2 Registered Nurse

RN2		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 25
May 1, 2012 (expired)	Annual	\$60,664	\$62,461	\$64,483	\$66,730	\$69,056	\$71,473	\$73,975
	Hourly	31.1097	32.0311	33.0680	34.2207	35.4135	36.6530	37.9358
November 1, 2012(2.5%)	Annual	\$62,181	\$64,022	\$66,095	\$68,399	\$70,783	\$73,260	\$75,824
	Hourly	31.8875	32.8319	33.8947	35.0762	36.2988	37.5693	38.8842
November 1, 2013 (3%)	Annual	\$64,046	\$65,943	\$68,077	\$70,451	\$72,906	\$75,458	\$78,099
	Hourly	32.8441	33.8169	34.9115	36.1285	37.3878	38.6964	40.0507

RN-3 Staff Development Nurse and Charge Nurse

RN3		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 25
May 1, 2012 (expired)	Annual	\$62,248	\$64,044	\$66,066	\$68,314	\$70,640	\$73,112	\$75,671
	Hourly	31.9219	32.8433	33.8800	35.0328	36.2256	37.4935	38.8057
November 1, 2012 (2.5%)	Annual	\$63,804	\$65,646	\$67,718	\$70,022	\$72,406	\$74,940	\$77,563
	Hourly	32.7200	33.6644	34.7270	35.9086	37.1312	38.4308	39.7759
November 1, 2013 (3%)	Annual	\$65,718	\$67,615	\$69,749	\$72,122	\$74,578	\$77,188	\$79,890
	Hourly	33.7016	34.6743	35.7689	36.9859	38.2452	39.5837	40.9692

The Employer agrees to adjust the above rates for RN2 and RN3 to be equal to those agreed to in the Nova Scotia Nurses' Union Acute Care Collective Agreement **for the life of this Collective Agreement.**

Appendix "AA"

EDUCATION PREMIUMS

(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)

The Employer agrees to adjust the above rates for Education Premiums to be equal to those agreed to in the Nova Scotia Nurses' Union Acute Care Collective Agreement **for the life of this Collective Agreement.**

MEMORANDUM OF AGREEMENT #1

RE: Ranges of hours for Part-Time Nurses

This Memorandum is subject to the Memorandum of Agreement #4 re: Full Time Equivalent Designation of Hours for Part Time Nurses

As a result of concerns addressed during the re-negotiation of the current Collective Agreement, the Employer agrees to implement ranges of hours (minimum/maximum) for part-time positions. Such implementation of ranges of hours shall be done by the end of the fiscal year March 31, 2010)

1. The number of ranges will be based on operational needs and budget.
2. The ranges of hours will be averaged over an eight (8) week period. The Employer shall make every effort to equitably distribute the hours biweekly over the averaging period. Schedules will continue to be posted as noted in Article 7.02
3. The ranges of hours within the eight (8) week averaging period will be reduced proportionately, based on the hours of LOA (with or without pay), including vacation, sick leave and holidays taken from the posted and confirmed scheduled hours of work.
4. The Employer shall issue individual letters to each part time nurse(s) defining their respective range of hours.
5. The parties agree to meet as necessary to address any issue(s)/concern(s) that may arise concerning the implementation of ranges of hours. Failing the ability to resolve the issue(s)/concern(s), either party may serve four (4) weeks written notice to the other party to terminate this Memorandum of Agreement.

MEMORANDUM OF AGREEMENT #2

Re: On Call

Coincident with the implementation of ranges of hours for part time Nurses, the parties agree to implement a voluntary on call process, taking into account Nurses preferences, to meet operational requirements for Christmas and Easter holiday periods.

In recognition of the on call requirement, the Employer agrees to pay a premium, calculated at the rate of (10%), (12%) or (15%) of the Nurse's regular rate of pay for each hour or part thereof - weekday, weekend or Holiday.

MEMORANDUM OF AGREEMENT #3

Re: Registration Fees

The Employer shall pay the annual professional registration and/or licensing fees for each Nurse required by the Employer to work outside the Province of Nova Scotia.

MEMORANDUM OF AGREEMENT #4

Re: Full Time Equivalent Designation of Hours for Part Time Nurses

The Parties agree to a one year pilot project re: FTE designation for Part Time Nurses according to the following:

1. The number of regular part-time positions and the defined FTE's shall be determined by the Employer.
2. Each Nurse shall be given his/her preferred choice of defined FTE in descending order of seniority within twelve (12) weeks of the ratification of the Collective Agreement. No Nurse shall be placed in an FTE status lower than the current minimum in the Nurse's range of hours, unless by mutual agreement.
3. Part-time Nurses shall be assigned a defined FTE averaged over an eight (8) week period, effective January 26, 2015.
4. A Nurse's hours of work shall be inclusive of but not limited to vacation, holiday, sick leave, Workers' Compensation, or leave of absence; irrespective of whether such absences are paid or unpaid.
5. Part Time Nurses shall indicate their availability for additional hours in writing to the Employer annually.
6. After all part-time Nurses have been scheduled to their defined FTE, the Employer shall schedule remaining available work amongst part-time Nurses on an equitable basis by classification at each site subject to:
 - i) the Nurse's availability, training and qualifications
 - ii) casual Nurses maintaining required competencies
 - iii) no overtime being incurred
7. Part-time Nurses must commit to be available to work as scheduled by the Employer based on their availability except as provided by any other provision of the Collective Agreement.
8. During the initial six month evaluation period the following process will be followed:
 - After the Employer has determined there are deficiencies in the work schedule, the Employer will ask for a volunteer to pick up the shift.

- If no volunteers pick up the shift, the Employer may change the posted schedule as per Article 7.02
- In the case of an emergency or where a clinic would be jeopardized or for staff relief purposes, the Employer may schedule a Nurse to work for two (2) shifts in excess of the Nurse's defined FTE or two (2) shifts in excess of their indicated availability in an eight (8) week period, in ascending order of seniority on a rotational basis.

The Employer will have discussions with the Union at Labour Management related to the above.

An evaluation of the pilot project will occur at the six month point. The Employer shall convene a Labour Management Committee meeting to discuss the evaluation and supply the Union with all the appropriate documentation used in the evaluation.

This Memorandum of Agreement shall remain in force until such time as either Party gives notice of its intent to discontinue. Such notice shall be at least sixty (60) days in advance of the change and the Parties shall meet within twenty (20) days of the notice being given to discuss the reasons for the change. Where this fails, applicable terms of the Collective Agreement will be applied. The Range of Hours for Part Time Nurses will then be reviewed and revised as needed.

MEMORANDUM OF AGREEMENT #5

Re: Voluntary Resignation for Registered Nurses

Whereas employees not included in the bargaining unit will perform donor screening;

Therefore, the Parties hereby agree to the following:

1. No regular Nurse shall be subject to an involuntary layoff solely due to non bargaining unit employees performing donor screening.
2. The Employer may, at its sole discretion, canvass Nurses to determine if there are requests to voluntarily resign employment with the Employer.
3. The Employer shall maintain sole discretion in determining the number of Nurses for which voluntary resignation will be granted.
4. The Employer shall first grant voluntary resignation requests from Nurses made pursuant to 2 above who are eligible to retire in accordance with the provisions and requirements of the Canadian Blood Services Pension Plan in order of seniority providing that operational requirements are maintained to the satisfaction of the Employer.
5. Should the Employer determine that, following the application of 4 above, additional voluntary resignations can be granted, the Employer shall next grant voluntary resignation requests in descending order of seniority, providing that operational requirements are maintained to the satisfaction of the Employer.
6. The Employer shall maintain sole discretion in determining the last day worked for Nurses for whom the Employer grants voluntary resignation.
7. Any Nurse to whom the Employer grants voluntary resignation shall forfeit her right to notice and severance as contemplated by the Collective Agreement or legislation.
8. Notwithstanding 7 above, any Nurse to whom the Employer grants voluntary resignation shall receive a severance package consisting of:
 - a) A severance payment of three (3) weeks' regular pay per year of service to a maximum of seventy (70) week's regular pay. In the case of part-time Nurses, a pro-rated severance payment shall be calculated based on the following formula, to a maximum of seventy (70) regular weeks' pay:

regular hours worked x 112.5 hours x hourly rate of pay
1950 hours

b) Career transition services to be executed by a service provider of the Employer's sole discretion.

c) An education allowance not to exceed five percent (5%) of the Nurse's regular earnings in the twelve (12) months preceding her voluntary resignation for endeavours that the Employer considers to influence a Nurse's future employment opportunities. Nurses shall apply for such allowance in writing using a form to be provided by the Employer.

9. The provisions of this Memorandum of Agreement shall not apply to temporary or casual Nurses.

Letter of Understanding #1

RE: CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN

WITHOUT PREJUDICE OR PRECEDENT

Whereas, the Parties are interested in maintaining a Universal Benefits Plan which would apply to all eligible Nurses at Canadian Blood Services, and

- # 1 The Universal Benefits Plan, as described in the attached plan summary, shall replace the benefit entitlements as described in Articles 21.00, 21.01, 21.02, 21.03 and 21.04 of the Collective Agreement. Eligibility to participate in the benefits plan shall continue to be in accordance with the Collective Agreement.
- # 2 Part-Time Nurses, a Nurse in a temporary position or Casual Nurses' eligibility for participation in the Universal Benefits Plan shall continue as per their current eligibility for participation under the Collective Agreement.
- #3 The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of signing of this Letter of Understanding.
- #4 The Employer shall make any future enhancements to the Universal Benefits Plan at its sole discretion.
- #5 If the Union no longer wishes to participate in the Universal Benefits Plan, it may indicate its intention to withdraw from the Plan concurrent with its notice to bargain as outlined in Article 25.02. The parties would then be free to negotiate levels of benefit coverage after which time this Letter of Understanding shall be null and void. The level of benefits provided under the Universal Benefits Plan shall remain in effect for the duration of this collective agreement, the aforementioned notice period and during the negotiation period for a renewal collective agreement.

For the Purposes of this Letter of Understanding:

"The Parties" shall mean the Employer and the Union.

"Universal Benefits Plan" shall mean the extended health care, dental, life insurance, accidental death and dismemberment insurance, long term

disability and business travel accident insurance plans provided to non-union employees (and as amended by the attached plan description) as of the date of signing this Letter of Understanding.

An "eligible Nurse" shall mean a Nurse who is entitled to participate in the Universal Benefits Plan, subject to the rules and regulations of the plan.

"Collective Agreement" shall mean the Collective Agreement between Canadian Blood Services and the Nova Scotia Nurses Union.

**Canadian Blood Services
Universal Benefits Plan**

Plan Features	
Retirement Division	▪ as per the current retirement division
Major Medical (Extended Health Care)	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> • full-time: 1st of the month following date of hire • part-time: as per the Collective Agreement
Participation Basis	<ul style="list-style-type: none"> • employee coverage: compulsory (except for opting out provisions as set out in the benefits contract) • dependent coverage: not compulsory
Required Number of Hours	▪ as per the Collective Agreement
Deductible	<ul style="list-style-type: none"> • \$15 single/\$25 family deductible for drug expenses • nil for all other expenses
Combined Maximum	• unlimited
Coinsurance <ul style="list-style-type: none"> • Drugs • Hospital • Vision • Other Eligible Expenses 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 80% professional and paramedical services • 100% for all other expenses
<ul style="list-style-type: none"> • Drug Features 	<ul style="list-style-type: none"> • drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription) with a valid Drug Identification Number (DIN) • pay direct drug card • includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province
▪ Hospital Room	▪ private or semi private
▪ Nursing Care	▪ max \$25,000 per person every 3 years
<ul style="list-style-type: none"> • Paramedical Acupuncture Chiropractor Osteopath Massage Therapist Naturopath Physio-therapist Podiatrist Psychologist/Social Worker 	<ul style="list-style-type: none"> • 80% paramedical services to applicable maximum • max of \$500 per person per year • max of \$500 per person per year • max of \$500 per person per year* • max of \$500 per person per year • max of \$500 per person per year* • max of \$500 per person per year • max of \$500 per person per year* • max of \$500 per person per year

Plan Features	
Speech Therapist	<ul style="list-style-type: none"> • max of \$500 per person per year •
<ul style="list-style-type: none"> • Vision Care 	<ul style="list-style-type: none"> • max of \$250 per person in any 24 consecutive months (frames, lenses, laser) • one eye exam every 2 calendar years (reasonable and customary costs)
<ul style="list-style-type: none"> • Hearing Aids 	<ul style="list-style-type: none"> • max of \$300 per person in any 5 consecutive calendar years
<ul style="list-style-type: none"> • Other 	<ul style="list-style-type: none"> • nursing home accommodation - max \$20 a day • ambulance services to and from the nearest appropriate medical care • medical supplies and services to specified maximums • accidental dental treatment within 6 months of the accident • extra care (wigs or hairpieces up to \$500 lifetime per person)
<ul style="list-style-type: none"> • Emergency Out-of-Country 	<ul style="list-style-type: none"> • emergency medical services • referral treatment • max of \$5 million lifetime per person
<ul style="list-style-type: none"> • Travel Assistance 	<ul style="list-style-type: none"> • included
<p>___* Less any amount paid by the government plan</p>	

Dental	
Premium Cost Sharing	<ul style="list-style-type: none"> • as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> • same as Major Medical
Participation Basis	<ul style="list-style-type: none"> • same as Major Medical
Required Number of Hours	<ul style="list-style-type: none"> • same as Major Medical
Dental Fee Guide	<ul style="list-style-type: none"> ▪ current in province of residence
Deductibles	
Single	<ul style="list-style-type: none"> • nil
Family	<ul style="list-style-type: none"> • nil
Coinsurance	
<ul style="list-style-type: none"> • Part I Preventive • Minor Restorative • Part II Major Restorative • Part III Orthodontic 	<ul style="list-style-type: none"> • 100% • 100% • 50%
Orthodontic Dependent Children Allowance Basis	<ul style="list-style-type: none"> • 50% (Eligible Dependent Children only) • under 19 years old
Benefit Maximum	<ul style="list-style-type: none"> • Part I - unlimited • Part II - \$1,500/year • Part III - \$2,500 lifetime
Recall Exam	<ul style="list-style-type: none"> • 6 months
X-Rays	<ul style="list-style-type: none"> • bitewing – once every 6 months • full mouth – once every 24 months
Long Term Disability	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ same as Major Medical
Participation Basis	<ul style="list-style-type: none"> • employee coverage: compulsory • dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> • same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> • less than 4 years of service: 66 2/3% of pre-disability earnings • 4 years of service or more: 75% of pre-disability earnings
Maximum Benefit	<ul style="list-style-type: none"> • \$15,000 a month without Evidence of Insurability, \$23,000 a month with satisfactory Evidence of Insurability as per Manulife.
Qualifying Period	<ul style="list-style-type: none"> ▪ 15 weeks or expiration of sick leave credits whichever is greater
All Source Maximum	<ul style="list-style-type: none"> • 80% of gross pre-disability earnings
Definition of Disability	<ul style="list-style-type: none"> • 2 years own occupation
Indexation of Benefits	<ul style="list-style-type: none"> • no

Pre-existing Condition Clause	▪ yes
Basic Life Insurance	
Premium Cost Sharing	▪ as per the Collective Agreement
Waiting Period	• same as Major Medical
Participation Basis	• employee coverage: compulsory • dependent coverage: not applicable
Required Number of Hours	• same as Major Medical
Benefit Formula	• 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	• employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Maximum Benefit	• without evidence: \$600,000 • with evidence: \$1,000,000 • combined maximums with Optional Life
Optional Life Insurance	
Premium Cost Sharing	• as per the Collective Agreement
Waiting Period	• same as Major Medical
Participation Basis	• employee coverage: not compulsory • dependent coverage: not applicable
Required Number of Hours	• same as Major Medical
Benefit Formula	• 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Maximum Benefit	• without evidence: \$600,000 • with evidence: \$1,000,000 • combined maximums with Basic Life
Dependent Life	
Premium Cost Sharing	• as per the Collective Agreement
Waiting Period	• same as Major Medical
Participation Basis	• employee coverage: not applicable • dependent coverage: not compulsory
Required Number of Hours	• same as Major Medical
Benefit Formula	▪ \$10,000 ▪ \$5,000
• Spouse	
• Each Eligible Child	
Basic Accidental Death & Dismemberment (AD&D)	

Premium Cost Sharing	<ul style="list-style-type: none"> • as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> • same as Major Medical
Participation Basis	<ul style="list-style-type: none"> • employee coverage: compulsory • dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> • same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> • 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> • employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Voluntary AD&D	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ as per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> • same as Major Medical
Participation Basis	<ul style="list-style-type: none"> • employee coverage: not compulsory • dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> • same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> • Employee Coverage • Family Coverage • units of \$10,000 to maximum of \$500,000 • spouse, no children: 50% of employee coverage • spouse and eligible children: 40% of employee coverage for spouse & 10% for each child • eligible children only: 15% of employee coverage for each eligible child

Effective April 01, 2012

Letter of Understanding #2

Re: Pre-Authorized Payment for Pension and Benefits

A Nurse may make prior arrangements with the Employer to continue benefits coverage and/or pension contributions during a leave of absence; pregnancy, parental and adoption leaves as per the Collective Agreement.

The parties agree that, notwithstanding the provisions set out in the Collective Agreement, the Employer may institute a system of automatic bank withdrawal for payment of the Nurse's required deductions of pension contributions and benefits premiums during a Nurse's leave of absence.

Should such a system be implemented, the Nurse shall provide written authorization to the Employer to make the required deductions from the Nurse's bank account.

CBS DEFINED BENEFIT PENSION PLAN

SAMPLE CONTRIBUTION SCHEDULE

TOTAL ANNUAL COST	MEMBERS' CONTRIBUTION RATE	EMPLOYER CONTRIBUTION RATE
14.00%	6.00%	8.00%
13.00%	5.50%	7.50%
12.00%	5.00%	7.00%
11.75%	4.88%	6.88%
11.50%	4.75%	6.75%
11.25%	4.75%	6.50%
11.00%	4.75%	6.25%
10.75%	4.75%	6.00%
10.50%	4.75%	5.75%
10.25%	4.75%	5.50%
10.00%	4.75%	5.25%
9.75%	4.75%	5.00%
9.50%	4.75%	4.75%
9.00%	4.50%	4.50%
8.00%	4.00%	4.00%
7.00%	3.50%	3.50%

Notes:

Above contribution rates are prior to utilization of any surplus to reduce contributions.

Should total annual cost be set a level greater than 14%, member and employer contribution rates will be such that the employer contribution rate is 2% greater than the members' contribution rate.

Should total annual cost be set at a level lower than 7%, member and employer contribution rates will be such that the employer contribution rate is equal to the members' contribution rate.

Members' contribution rate and employer contribution rate should be interpolated from the above table where the total annual cost falls between amounts shown.