

Employment Contract

Between

Nova Scotia Nurses' Union

And

**Janet Hazelton, President
(herein after referred to as the "President")**

Term: Nov 1, 2014 – Oct 31, 2020

Whereas the President has undertaken to perform the duties of the full-time President of the Union, the parties agree to the following contract.

Article 1 Position

- 1.1 The member agrees to serve as full-time President of the Union and to perform the duties as set out in the Constitution, By-Laws, policies, Strategic Plan and role description as adopted by the Union, and any further duties as directed by the Board of Directors and/or membership at the Annual Meeting. The President must be a member of NSNU in good standing.

- 1.2 The NSNU agrees, where not otherwise stated within this contract, to abide by the provisions set out in article 5:10 of the acute care collective agreement. The intent is to provide a seamless transition from the nursing position to the position of president and back to the nursing position when the presidency tenure is completed. In addition to the provisions in 5:10, the union agrees to pay the Employer for the cost of sick leave credits, vacation accumulation, WCB premiums and other employer benefit costs.

Article 2 Term

- a) The agreement shall continue until a new President is elected and a minimum three (3) week orientation period is completed for the new President.

- b) Any issues not covered in the President's contract or policies of the Union shall be brought forward to the Board of Directors for consideration.

Article 3 Membership dues

The President shall remain a member of the union and will continue to pay union dues at her local.

Article 4 Grievance / Arbitration

In the event that, during the term of office, a dispute arises between the Parties as to their rights under this Employment Contract, excluding the salary to be paid, the Parties shall refer the matter(s) in dispute to arbitration by a single arbitrator agreed to by the Parties. The Parties agree that the award of such arbitrator shall be final and binding, subject to proper legal challenge. The cost of such arbitration shall be borne equally by the President and the Union.

Article 5 Hours of work

Regular hours of work shall be thirty-seven and one-half (37.5) hours per week Monday to Friday. Regular hours of work shall include two (2) fifteen (15) minute breaks each working day.

Article 6 Overtime

- 6.1 Twenty (20) days per year shall be granted for overtime required in performing the duties of President. The days may be taken in time off or paid out biweekly.
- 6.2 When serving on the Provincial Negotiating Committee, when the negotiating process requires the President to work beyond the regular hours of work, and policy provides for other members of the committee to receive payment for additional hours, as Chair of the Provincial Negotiating Committee, the President will also be paid the additional hours at her regular hourly rate.
- 6.3 When the President is required to return to work from vacation to deal with an emerging or urgent issue that cannot be postponed until her return, she will be paid two times her regular hourly rate for the hours worked and vacation credits shall not be reduced by those worked hours.
- 6.4 Out of province travel time on weekends or outside of regular business hours shall be accumulated at straight time and taken as time in lieu or in pay.
- 6.5 The President will track and document her overtime and submit it to the Director of Finance and Operations, who will review and record the lieu time or additional pay. Submissions will be quarterly or more often. Any concerns will be brought forward to the Chair of the Personnel Committee.

Article 7 Vacation

The President shall be entitled to annual vacation with pay at the same rate she has earned at her place of employment in accordance with Article 10:00 of the current acute care collective agreement. The minimum paid or unpaid annual vacation will be four (4) weeks. If the President does not have adequate vacation credits in her vacation bank with her nursing employer to match the amount of requested vacation time, she may apply to the Board of Directors for a leave without pay.

Article 8 Holidays

A day off with pay shall be given for each of the following named holidays:
New Years' Day Labour Day
Good Friday Thanksgiving Day

Easter Monday	Remembrance Day
Victoria Day	Christmas Day (plus ½ day for Christmas Eve)
Canada Day	Boxing Day
Civic Holiday (August)	Heritage Day (February)

Article 9 Sick Leave

- 9.1 The President shall be entitled to continue with the sick leave provisions in accordance with article 20 of the current acute care collective agreement.
- 9.2 If the President has need for sick leave in addition to that available in her sick leave bank, she shall apply to the Board of Directors for a leave of absence without pay or application may be made to the Chair of the Personnel Committee and subsequently submitted to the Board of Directors for approval.
- 9.3 If the President is absent for part of a day because of illness, she shall receive pay and there shall be no deduction from sick leave provided one-half or more of the day has been worked.

Article 10 Leave of Absence

- 10.1 The President shall be entitled to continue with the leave of absence provisions in accordance with article 5:10 of the current acute care collective agreement.
- 10.2 The Union shall grant to the President, upon request, and at a time mutually agreed between the Parties, an annual two (2) week leave of absence without pay to enable her to return to her previous work site/unit to maintain proficiency in her nursing practice.

Article 11 Pregnancy, Parental and Adoption Leave

The President shall be entitled to continue with the Pregnancy, Parental and Adoption Leave provisions in accordance with article 13 of the current acute care collective agreement.

Article 12 Compassionate Leave

The President shall be entitled to continue with the compassionate leave provisions in accordance with article 9.05 of the current acute care collective agreement.

Article 13 Injury on Duty - WCB

The President shall be entitled to the provisions of article 16.02, 16.03 and 16.04 of the current acute care collective agreement. The NSNU agrees to pay the employer costs

for the WCB premiums for the President.

Article 14 Education and Professional Development

- a) Requests for educational leave to attend programs directly related to the job will be considered by the Board of Directors. Paid or unpaid leave will be evaluated at the time of the request.
- b) Requests for funding to cover registration costs directly related to the job will be considered for approval by the Board of Directors. The maximum funding per annum is two thousand dollars (\$2,000). This does not preclude an over expenditure under specific circumstances if requested and approved by the Board of Directors.

Article 15 Reimbursable Expenses and Taxable Benefits

The Nurses' Union understands that both staff and members receive points and other rewards using various promotions from hotels, airlines, etc. while on union business either through reimbursements or direct payment with union funds.

The Union acknowledges that although there is some potential benefit to the union related to these rewards programs, the administrative effort and cost required to track, quantify and realize these benefits more than likely exceeds the potential benefits to the Union and therefore agrees to maintain its current administrative practice of allowing these rewards to be redeemed by the individuals earning these rewards.

15.1 Automobile Travel

- a) While on union business and travelling by automobile, the President will be paid forty cents (\$0.40) per kilometer for the first five thousand (5,000) kilometers, fifty cents (\$0.50) for each of the next 5,000 kilometers and fifty-one cents (\$0.51) for all kilometers in excess of 10,000 in a fiscal year.
- b) If during the life of this employment contract, the Board of Directors increase the kilometer rates, this will be applied to the President.
- c) The President will be compensated for travel to and from the NSNU office as per the rates listed in 15.1 a). This travel is considered a taxable benefit by the Canada Revenue Agency (Payroll Compliance Audit 2002/2003) and therefore is treated as T4 income.
- d) The union will cover the cost of a road side assistance plan such as CAA or equivalent coverage.

15.2 Meals

While travelling on union business, the President will be reimbursed for the actual amount spent on meals to an average maximum of sixty dollars (\$60.00) per day while travelling in province. The average daily maximum for out of province travel is eighty dollars (\$80.00) per day.

15.3 Accommodations

- (a) While travelling on union business, accommodations will be provided and paid for by the union as per the provisions included in policies governing the Board of Directors.
- (b) If an elected President's place of residence is beyond commuting distance (guide is 150 kilometres from the NSNU office), the union will pay the cost of a furnished apartment in an appropriate location. The quality, location and price shall be within budget and will be discussed and approved by the Board of Directors.
- (c) If an elected President lives beyond commuting distance and decides to move her residence within commuting distance of the NSNU office, the union will cover the cost of the move up to a maximum of twenty five hundred dollars (\$2,500). Receipts must be submitted with the expense claim.

15.4 Interest Free Vehicle Loan

An interest free loan will be made available to the President to purchase an appropriate vehicle.

The President's loan application will be subject to the same scrutiny and credit standards as required by a bank or credit union when they are lending money.

A loan agreement will be prepared which will include but is not limited to,

- i) a repayment plan,
- ii) agreement to pay balance immediately upon leaving the position of President,
- iii) a provision to deal with default payments,
- iv) naming the vehicle as collateral
- v) signatures of the President, Director of Finance and Operations, and VP Finance.

15.5 Taxable Benefits

Any time the President is provided an allowance (by this agreement) and if the allowance attracts a payroll tax, the union will gross up the benefit to allow the

President to receive the full benefit provided.

Article 16 Health Promotion

The Union shall pay the full amount of the annual cost of a recognized fitness facility membership fee for each year that the President joins or continues to maintain membership.

If the President does not choose to join a fitness facility, the Union shall reimburse the amount of \$500 towards the purchase of fitness equipment, upon proof of payment to the Union.

If the President does not choose to join a fitness facility or purchase fitness equipment, the Union will pay \$500 towards the costs of a recognized weight loss program.

This benefit will be paid once annually, upon proof of payment.

Article 17 College of Registered Nurses Active Practising Fees

The NSNU shall pay the annual active practising fees to the College of Registered Nurses.

Article 18 Salary and Benefits

18.1 The President will receive an annual salary of 10% above the highest nursing rate within appendix "A" of the acute care collective agreement.

18.2 The President shall receive an education premium as per Appendix "B" of the acute care collective agreement. Payment of education premiums for a Masters degree will not be limited to Nursing, but will include related fields applicable to the President's role.

18.3 The Group Health Benefits are fully paid by the NSNU.

18.4 Where not otherwise specified in this agreement, all benefits that the President had while in her Nursing Position will continue as per article 5:10 of the Acute Care Collective Agreement. The nursing employer will continue the salary (at the Presidents rate of pay as determined by the NSNU) and benefits and invoice NSNU on a monthly basis for the costs.

Article 19 Severance Payment

The President will be entitled to receive one week of pay per year of NSNU service, effective 2015 and forward, upon leaving the position of NSNU President.

Salary Scale for President

		Top Salary Acute Care	Add 10%	Education Premium	Total Salary
Expired Rates (Nov 1, 2013)	Hourly	55.4696	61.0166	0.7410	61.7576
	Annual	\$108,166	118,982	1,445	120,427
Nov 1, 2016 (1%)	Hourly	56.0243	61.6268	0.7410	62.3678
	Annual	\$109,247	120,172	1,445	121,617
Nov 1, 2017 (1.5%)	Hourly	56.8647	62.5512	0.7410	63.2922
	Annual	\$110,886	121,975	1,445	123,420
Oct 31, 2018 (0.5%)	Hourly	57.1490	62.8639	0.7410	63.6049
	Annual	\$111,441	122,585	1,445	124,030
Nov 1, 2018 (1.5%)	Hourly	58.0063	63.8069	0.7410	64.5479
	Annual	\$113,112	124,423	1,445	125,868
Oct 31, 2019 (0.5%)	Hourly	58.2963	64.1259	0.7410	64.8669
	Annual	\$113,678	125,046	1,445	126,491
Nov 1, 2019 (1.5%)	Hourly	59.1707	65.0878	0.7410	65.8288
	Annual	\$115,383	126,921	1,445	128,366
Oct 31, 2020 (0.5%)	Hourly	59.4666	65.4132	0.7410	66.1543
	Annual	\$115,960	127,556	1,445	129,001