

**MEMORANDUM OF AGREEMENT
RE: NURSE PRACTITIONER CLASSIFICATION REVIEW**

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

- AND -

THE NOVA SCOTIA COUNCIL OF NURSING UNIONS

(The Council)

WHEREAS two constituent unions (NSGEU and NSNU) of the Council have filed grievances (attached hereto) alleging substantial alteration of the Nurse Practitioner (NP) classification;

AND WHEREAS the Parties have a difference of opinion regarding the proper collective agreement mechanism to resolve the dispute;

AND WHEREAS the Parties have agreed, without prejudice to their respective arguments and objections regarding the proper interpretation and application of Article 8.15, on a method to resolve the dispute over the NP classification;

THEREFORE it is agreed:

1. The Parties shall refer the grievances filed by the NSGEU and NSNU (see attached) to the Classification Appeal Tribunal (CAT) established pursuant to article 8.15.
2. The provisions of article 8.15B and C shall apply to the grievances except as modified herein.
3. The grievances shall be heard at a date and time agreed by the parties and CAT or ordered by the CAT.
4. If, after a hearing, the CAT determines that the Nurse Practitioner classification has been substantially altered, the parties shall do the following, in sequence:
 - a. The parties will engage in good-faith efforts to establish a remedy appropriate to the substantial alteration found by the CAT.
 - b. If the parties fail to reach an agreement on a remedy, either party may request the CAT to hear further submissions from the parties and the CAT may, notwithstanding article 8.15 C (d) and (f)(2), issue a further ruling establishing a new classification and pay band.
5. If a new rate of pay is agreed or set by the Tribunal it shall be effective on the date agreed to by the parties or the date set by the CAT.
6. Nothing in this MOA shall authorize any change to any classification, pay rate or aspect of the collective agreement other than what is contained in this MOA, and only in respect of the NP classification.
7. Nothing in this MOA shall be construed as prejudicial to or preventing any argument the parties may have regarding any other grievance or appeal now or in the future.

8. Once this NP dispute has been resolved pursuant to this MOA, this MOA shall have no further effect and the CAT shall have only the authority contained in the collective agreement.

Signed this 24 day of May, 2022

On behalf of the Council

Chris Albrecht
NSNU

NSNU

A. Lynette Johnson
NSGEU

NSGEU

CUPE

Unifor

On behalf of the Employer

NSH

NSH