



COLLECTIVE AGREEMENT

Between:

CENTENNIAL VILLA

GABLES LODGE

HEART OF THE VALLEY LTCC

MELVILLE LODGE

MELVILLE GARDENS

MIRA NURSING HOME

ADMIRAL LTCC

and

WHITEHILLS LTCC

-And-

THE NOVA SCOTIA NURSES' UNION

Effective: November 1, 2012 - October 31, 2014

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ARTICLE 1: PREAMBLE

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

To provide the best possible care to residents;

To encourage efficiency in operation;

To maintain and improve the harmonious relationship between the Employer and the Union;

To recognize the value of joint discussions and negotiations in matters pertaining to working conditions and employment services;

To set forth certain terms and conditions of employment;

To maintain professional standards;

To promote morale, well-being and security of Nurses;

To ensure uninterrupted service to the Employer;

Therefore the Parties agree as follows:

ARTICLE 2: BARGAINING UNIT RECOGNITION

- 2.00** (a) The Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for all Full-Time, Regular Part-Time and Casual Licensed Practical Nurses and Graduate Licensed Practical Nurses employed by Centennial Villa, Amherst, Nova Scotia, but excluding the Director of Resident Care and those persons excluded by paragraph (a) and (b) of subsection 2 of Section 2 of the Trade Union Act, as per the Labour Relations Board of Nova Scotia Order # 3773.
- (b) The Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for all Full-Time, Regular Part-Time and Casual Registered Nurses and Graduate Nurses employed by Gables Lodge, Amherst, Nova Scotia, but excluding the Director of Health Care Services, the Nursing Services Manager and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act, as per the Labour Relations Board of Nova Scotia Order # 3764.
- (c) The Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for all Full-Time, Regular Part-Time and Casual Registered Nurses and Graduate Nurses employed by the Mira Nursing Home, Truro, Nova Scotia, but excluding the Director of Health Care Services, the Nursing Services Manager and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act, as per the Labour Relations Board of Nova Scotia Order # 3085.
- (d) The Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for all Full-Time, Regular Part-Time and Casual Registered Nurses and Graduate Nurses and for all Full-Time, Regular Part-Time and Casual Licensed Practical Nurses and Graduate Licensed Practical Nurses employed by Heart of the Valley LTCC, Middleton, Nova Scotia, but excluding the Director of Health Care Services, the Nursing Services Manager and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act, as per the Labour Relations Board of Nova Scotia Order # 3558.

- (e) The Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for all Full-Time, Regular Part-Time and Casual Registered Nurses and Graduate Nurses employed by Whitehills LTCC, Halifax, Nova Scotia, but excluding the Director of Health Care Services, the Nursing Services Manager and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act, as per the Labour Relations Board of Nova Scotia Order # 6221.
- (f) The Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for all Full-Time, Regular Part-Time and Casual Registered Nurses and Graduate Nurses employed by Admiral LTCC, Dartmouth, Nova Scotia, but excluding the Director of Health Care Services, the Nursing Services Manager and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act, as per the Labour Relations Board of Nova Scotia Order # 6221.
- (g) The Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for all Full-Time, Regular Part-Time, and Casual Registered Nurses and Graduate Nurses employed by Melville Lodge, Halifax, Nova Scotia, but excluding the Director of Health Care Services, and the Nursing Manager and those excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act, as defined in the Voluntary Recognition Agreement dated October 16th, 2012.
- (h) The Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for all Full-Time, Regular Part-Time, and Casual Registered Nurses and Graduate Nurses employed by Melville Gardens, Halifax, Nova Scotia, but excluding the Director of Health Care Services, and the Nursing Manager and those excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act, as defined in the Voluntary Recognition Agreement dated October 16th, 2012.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.00 The Employer reserves and retains, solely and exclusively, all rights to manage the business including the right to direct the work force and to make reasonable rules provided that such rights are exercised in accordance with the terms and conditions of this Collective Agreement.
- 3.01 **Contracting Out**
No Nurses shall be laid off or have regular hours reduced as a result of the Employer contracting out work, except during emergency situations.

ARTICLE 4: DEFINITIONS

- 4.00 **Registered Nurse**
is a Nurse who is currently registered with the College of Registered Nurses of Nova Scotia and is employed at Gables Lodge, Heart of the Valley LTCC, Whitehills LTCC, Admiral LTCC, Melville Lodge, Melville Gardens, or the Mira as a Registered Nurse.
- 4.01 **Temporary License and Transitional License**
A Nurse who holds a "temporary license" as that term is defined under the Registered Nurses Act S.N.S. 2006, c.21 and Regulations made there under shall be paid at the rate of RN 1, until such time as the individual obtains an active practicing license, when she or he will move to the appropriate classification for the position (RN 2, RN 3, etc.). The Anniversary Date will be the original date of employment as a Nurse with a "temporary license". A Nurse who holds a

“transitional license” will be placed at the appropriate level on the increment scale for the appropriate classification for the position (RN 2, RN 3, etc.).

- 4.02 Licensed Practical Nurse**
is an employee who has a current license to practice as a Licensed Practical Nurse, issued by the College of Licensed Practical Nurses of Nova Scotia.
- 4.03 Graduate Practicing License**
A Nurse who holds a “graduate practicing license” as that term is defined under the Licensed Practical Nurses Act, S.N.S. 2006 c.17 and Regulations made there under shall be paid at the rate of LPN 1, until such time as the individual obtains an active practicing license, when she or he will move to the classification of LPN 2. The Anniversary Date will be the original date of employment as a Nurse with a “graduate practicing license”. A Nurse who holds a “temporary license” will be placed at the appropriate level on the increment scale for the appropriate classification for the position (LPN 2).
- 4.04 Nurse**
is an employee included in the Bargaining Units described in Article 2.00 (a), (b), (c), (d), (e), (f), (g), and (h).
- 4.05 Union**
means the Nova Scotia Nurses’ Union.
- 4.06 Local Union**
means the respective Local of the Nova Scotia Nurses’ Union at each site.
- 4.07 Union Management Consultation Committee**
means the Committee established in Article 27 of the Collective Agreement.
- 4.08 Employer**
means the applicable Employer, Centennial Villa, Gables Lodge, Whitehills LTCC, Admiral LTCC, Melville Lodge, Melville Gardens, Mira Nursing Home, and Heart of the Valley LTCC.
- 4.09* Regular Position**
means an individual Nurse’s job defined as a percentage of Full-Time hours as set out in the appointment letter referred to in Article 12.
- 4.10* Regular Nurse**
is a Nurse who occupies a permanent Part-Time or Full-Time position as an employee of the Employer.
- 4.11* Full-Time Nurse**
is a Nurse who is hired to a position on a regular or temporary basis to work the work period described in Article 7.00 of this Agreement.
- 4.12* Part-Time Nurse**
Is a Nurse employed on a continuing basis, in either a Regular Position or a Temporary Position but who is regularly scheduled to work fewer hours in a pay period than a Full-Time Nurse. Part-Time employees shall receive the conditions of employment and all the benefits of this Collective Agreement on a pro rata basis except in those articles that are otherwise specified.
- 4.13 Casual Nurse**
is one who is called in to work on a day to day basis as required. All benefits and entitlements of this Agreement apply to the Casual Nurse except those Articles referred to in Appendix “D” appended hereto and identified by an asterisk (*) in the text of this Collective Agreement, which specifically excludes them.

4.14* Temporary Position

- (a)*** is a position that the Employer has determined will be in excess of eight (8) consecutive work weeks but which is not a Regular Position. A Temporary Position may be either a new position for the designated period or a temporary vacancy of a Regular Position.
- (b)*** A Nurse filling a Temporary Position shall accumulate the vacation, holiday and sick leave benefits of the Agreement on a pro rata basis to regular hours paid which shall include the straight time hourly equivalent of overtime hours worked to a maximum of the entitlement for a Regular Position. All other provisions are applicable to the Nurse in a Temporary Position unless specified otherwise.
- (c)*** A Nurse filling a Temporary Position shall be entitled to participate in the Benefit Plans in accordance with the terms of eligibility of the respective Plans.
- (d)*** Where the Temporary vacancy is for a period of eight (8) consecutive work weeks or more, the Employer shall post the position pursuant to Article 12 and shall indicate on the posting the expected duration of the Temporary Position. The Temporary Position may be extended, shortened or terminated at the Employer's discretion.
- (e)*** In the event that a Temporary Position is to be extended from the original duration, the Nurse filling the position will be given the option of remaining for the extended period or returning to her previous position or casual status, where applicable, and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position or casual status, where applicable, and salary, without loss of Seniority.
- (f)*** A Regular Nurse in a Temporary Position is a Regular Nurse. Upon the termination of a Temporary Position, a Regular Nurse filling a Temporary Position shall return to the Regular Nurse's previous position, or if it has been discontinued, to an equivalent position.

4.15* Promotion

means a permanent appointment to a different classification with a higher pay scale as set out in Appendix "A" of this Agreement, or as may be created throughout the term of this Agreement.

4.16 Service

- (a)*** refers to a continuous employment relationship, commencing on first shift worked in any position with the Employer, subject to the provisions of Article 22 (PORTABILITY).
- (b)** A Casual Nurse who becomes a Regular Nurse shall have time worked in any position with the Employer commencing on the first shift worked in the most recent employment relationship with the Employer, converted to service, for the purpose of vacation accumulation only on the basis of 1950 hours equaling one (1) year of service.

4.17 Probationary Period

- (a)** means that period for newly hired Regular Nurses and Casual Nurses up to nine hundred ninety (990) hours worked. Employment may be confirmed or terminated at any time during this period. Operational requirements permitting, the Employer shall conduct an appraisal of the Nurse while on a probationary period at approximately the midpoint of the probationary period and at the completion of the period. This probationary period may be extended by mutual agreement between the Employer and a Union representative of the Union Management Consultation Committee.
- (b)** An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary nurse shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory, or in bad faith.

- (c) Any Nurse who resigns after completing her probationary period but who is rehired by the same Employer within six (6) months of her resignation shall be required to serve a probationary period of up to four hundred forty-five (445) hours worked. This probationary period may be extended by mutual agreement between the Employer and a Union Representative of the Union Management Consultation Committee.
- 4.18 Immediate Family**
includes the Nurse's spouse (common law); child (step child); parent (step parent); sibling (step-sibling); grandchild (step-grandchild); grandparent; father-in-law, mother-in-law; son-in-law, daughter-in-law and legal guardian. 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 the benefit is claimed.
- 4.19 Spouse**
means a legal marriage partner or a live-in partner who has been identified in writing by the Nurse to the Employer as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, but subject to the eligibility provisions of the respective Benefit Plans.
- 4.20 Pension Plan**
means the Nova Scotia Health Employees Pension Plan (NSHEPP) or successor defined benefits pension plan.
- 4.21** For the purpose of this Agreement, the female shall be deemed to include the male and the singular deemed to include the plural and vice versa.
- 4.22*** **Lay Off**
shall be defined as a reduction in the work force or a reduction in the Nurses' normal hours of work.
- 4.23 Suspension**
means a temporary interruption of employment for disciplinary reasons.
- 4.24 New Position**
means a classification that was not in existence when the renewal Collective Agreement was signed.
- 4.25 Weekend**
means the fifty-five (55) hour period commencing at 00:01 hours Saturday to 07:00 hours Monday.
- 4.26 Working Days**
means days exclusive of Saturday or Sunday or holidays for administrative/ clerical purposes only.

ARTICLE 5: UNION REPRESENTATION AND UNION LEAVES

- 5.00** The Union shall provide the Employer with a list of the Nurses designated as representatives of the Union which will include members of the Nova Scotia Nurses' Union Board of Directors or Standing Committees (if applicable), the members of the Local Executive, and shop stewards. The list will include the title of the Union position, the general role of the designation and the duration of the appointment.
- 5.01 Collective Agreement Administration**
(a) The Employer recognizes the right of the Local Union to elect representatives who shall

be responsible for the day to day administration of the Collective Agreement.

- (b) A Nurse who is so designated by the Local Union shall be allowed a reasonable amount of time, without loss of regular pay or benefits, to attend meetings with the Employer during normal working hours to assist in matters relating to the Agreement.
- (c) Such a representative must request and obtain permission from the Nurse's immediate management supervisor prior to leaving and report to the supervisor immediately upon return. Such permission shall not be unreasonably withheld.

5.02 Assistance of NSNU Representative

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

5.03 Notice of Participants

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

5.04 One (1) representative designated by the Union from each Employer site, signatory to this Agreement shall be granted a leave of absence with pay, when in direct negotiations with the Employer. A second representative from each site will be allowed a leave of absence without pay, when in direct negotiations with the Employer operational requirements permitting.

5.05 Each Union Local will inform the Employer as to the names of their representatives before they will be recognized by the Employer. Similarly, the Employer will notify the Union who they will have to deal with.

5.06 Provincial Negotiating Committee

- (a) In the event that a Nurse is a member of the Provincial Negotiating Committee ("PNC"), the Employer will make every reasonable effort to accommodate time off without pay for the Nurse to participate in Union caucus meetings and direct negotiations with any multiple employer group bargaining table, subject to operational requirements.
- (b) At the request of the Nova Scotia Nurses' Union, the Employer will maintain pay at the regular rates and benefit coverage for a member of the PNC and the Employer will invoice the Nova Scotia Nurses' Union for all such costs, unless a cost sharing arrangement is agreed to by the Employer(s) and the Union.

5.07 Reproduction of the Collective Agreement

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

5.08 Union Leave

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

operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request.

- (c) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given reasonable advance notice of the request, the Employer shall grant leaves of absence without pay for a member of the Nova Scotia Nurses' Union Board of Directors, or Provincial Committee, (except the Provincial Negotiating Committee which is governed by Article 5.06) to attend such Board or Committee meetings;

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

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

5.11 Leave of Absence for the Full-Time President

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

- (a) Upon reasonable notice, a Nurse elected or appointed as President of the Union shall be given a leave of absence without pay for the term(s) she or he is to serve, commencement and termination dates, as determined by the Union.
- (b) All benefits of the Nurse shall continue in effect while the Nurse is serving as President, and, for such purposes, the Nurse shall be deemed to be in the employ of the Employer and Service and Seniority will continue to accrue. The Union will provide the Employer with an accounting of benefit use such as paid sick leave, vacation and holiday pay on basis to be agreed upon by the Employer and the Union. The Employer will adjust the records of the Nurse accordingly.
- (c) The gross salary of the President shall be determined by the Union and paid to the President by the Employer on a bi-weekly basis, and the amount of this gross salary shall be reimbursed to the Employer by the Union on a basis to be agreed upon by the Employer and the Union.
- (d) The Union shall reimburse the Employer its share of contributions for E.I. premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the Nurse during the period of leave of absence.
- (e) Upon expiration of her or his term of office, the Nurse shall be reinstated in the position she or he held immediately prior to the commencement of leave, or if the position no longer exists, to another equivalent position.

5.12 Acquaint Newly Hired Nurses

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

5.13 Union Orientation

During orientation of newly hired Nurses, the Employer will allow up to thirty (30) minutes for a

representative of the Local Union to speak with the newly hired Nurses.

5.14 Bulletin Boards

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

5.15 Mutual Agreements

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

ARTICLE 6: UNION DUES AND UNION SECURITY

6.00 Membership

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

6.01 Union Dues Deductions

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

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

6.03 The Union agrees to inform the Employer four (4) weeks in advance of the date of any change in the amount of Union dues. The Union agrees to bear the cost of implementing a change in the method of calculating Union dues, if the Union should change from either a fixed deduction amount or a percentage of salary.

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

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

6.06 Union dues paid by Nurses will be included on their (T4) slips.

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

Any changes to the current rotations require discussions by the Union Management Consultation Committee and agreement between the parties.

7.00* Except as otherwise specified in this Agreement, the hours of work for a Full-Time Nurse shall be seventy-five (75) hours per biweekly pay period consisting of shifts that are:

(a)* Seven and one-half (7½) hour shifts, exclusive of a one-half (½) hour designated meal break and inclusive of two (2) designated fifteen (15) minute rest breaks; and/or

- (b)* **Eleven and one-quarter (11¼) hour shifts, exclusive of forty-five (45) minutes, one third of which shall be used in conjunction with a paid fifteen (15) minute period to become a second designated meal break and inclusive of two (2) designated fifteen (15) minute rest breaks.**

7.01* Unless mutually agreed otherwise, no Nurse shall be scheduled to work –

- (a)* **More than three (3) consecutive eleven and one-quarter (11.25) hour shifts, or**
- (b)* **More than four (4) consecutive shifts, if eleven and one-quarter (11¼) and seven and one-half (7½) hour shifts are combined.**
- (c)* **More than six (6) consecutive seven and one-half (7½) hour shifts between days off unless mutually agreed otherwise.**

7.02 Guaranteed Work

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

7.03 Meal and Rest Breaks

- (a) **The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow each Nurse to have designated meal and rest break(s) at regular intervals during the shifts.**
- (b) **The Employer shall make every reasonable effort to ensure that no Nurse will work longer than five (5) consecutive hours without a break, unless mutually agreed between the Nurse and the Employer.**
- (c) **Nurses may be permitted to combine meal and/or rest break(s) where operationally possible.**
- (d) **Operational requirements may require that Nurses remain on the nursing unit or within the facility for their designated meal and rest break(s).**

7.04* Schedules of hours to be worked shall be posted two (2) weeks in advance of the schedule to be worked. The schedule will cover a minimum of four (4) weeks. Before schedules are drawn up, a Nurse requesting specific days off shall submit, in writing, a request for such days off; their preference shall be granted whenever possible. It shall be permissible for two Nurses to exchange their days off, or their shifts where mutually agreeable, with the consent of the Employer and such consent will not be unreasonably denied. Such request shall normally be in writing and submitted, at least two (2) days in advance of the shift change. The Employer shall not be penalized for such arrangements if this should result in extra hours worked.

7.05* Changed Schedules/Changed Shifts

The Employer shall advise any Full-Time and Part-Time Nurse of an intended change in the Nurse's schedule as soon as it is known by the Employer.

- (a)* **A minimum of twenty-four (24) hours notice in advance of a scheduled shift shall be given to the Nurse when the shift to be worked is changed. A change of shift occurs when both the scheduled start time and end time for a scheduled shift is changed or the calendar date of the shift is changed.**
- (b)* **Except where the change is by mutual agreement between the Nurse and the Employer, if the schedule is changed by the Employer without the minimum twenty-four (24) hours notice prior to the start of the original shift, the Nurse shall be compensated at the overtime rate for each hour worked.**
- (c)* **Working a relief shift by the Part-Time Nurse is not a change of schedule.**

(d)* The requirement to work additional hours continuous to an assigned shift (whether before the shift or after the shift) is not a change of schedule and the Nurse shall be compensated for the additional hours in accordance with the overtime provisions (set out in Article 7.11 & 7.12) of this Collective Agreement.

7.06* The scheduling of Nurses shall be arranged equitably in terms of their being assigned to work rotating shifts (days, evenings and nights), and being assigned to work weekends and holidays. This does not preclude a Nurse from being continuously assigned to a evening, night or weekend shift if it is agreeable to both the Nurse and the Administration.

7.07* There shall be sixteen (16) hours (for 7½ hour shifts) and twelve (12) hours (for 11¼ hour shifts) between regularly scheduled shifts unless mutually agreed upon otherwise between the Nurse and the Employer. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

7.08 The Employer shall schedule on the basis of such factors as employee status, equitability and seniority.

Once the schedule is posted, any shift(s) or hour(s) arising (through additional work or vacancies) shall be filled by the following process:

- (1) Part-Time employees, in order of seniority, up to 75 hours;
- (2) Casuals employees, up to 75 hours;
- (3) Full-Time employees, in order of seniority, up to 75 hours;

In all of the above cases, it is understood that the shift(s) or hour(s) are first offered within that classification (RN with RN and LPN with LPN).

7.09* Weekends Off

(a)* Each Nurse may, if operational requirements permit, receive every other weekend off. Each Nurse shall be guaranteed every third weekend off unless mutually agreed otherwise.

(b)* Part-Time Nurses shall be given a minimum of every third weekend off.

7.10 When overtime is required, Nurses who are "In Charge" will endeavor to contact a management representative for overtime approval. If a management representative cannot be contacted, the required overtime will be assigned by the Nurse, and the Employer shall retroactively approve the assignment of overtime. Overtime shall not be claimed for less than twenty (20) minutes at the end of a shift, but if overtime exceeds twenty (20) minutes, the overtime rates shall apply for the total time worked.

7.11 Overtime Rate

(a) Time worked in excess of the regular scheduled shift(s) of seven and one half (7½) hours or eleven and one quarter (11¼) hours or in excess of seventy-five (75) hours per two week period shall be compensated at the rate of time and one-half. (1.5x).

(b) A Nurse who works in excess of four (4) continuous hours overtime, on a daily or bi-weekly basis, shall be compensated at a rate of two times (2x) the Nurse's regular hourly rate for the overtime worked in excess of the first (1st) four (4) hours of overtime.

7.12 Meal Allowance on Overtime

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

- (b) Where it is known to the Employer that an overtime assignment is to be in excess of four (4) hours, the Nurse who is required to work the overtime beyond her or his scheduled hours of work shall be granted a fifteen (15) minute paid break prior to the commencement of the overtime.
- 7.13* Days Off
- (a)* Each Full-Time Nurse working eleven and a quarter (11¼) hour shifts shall have seven (7) days off in each two (2) week period, which shall be given in no more than three (3) segments, unless agreed upon otherwise.
 - (b)* Each Nurse working seven and one-half (7½) hour shifts shall receive four (4) days off in each two (2) week period, and one (1) segment will be at least two (2) days.
- 7.14* Time off or premium pay for overtime will be by mutual agreement between the Employer and the Nurse. Nurses will be allowed to “bank” their overtime over the course of the year, for use at a time that is mutually agreed between the Employer and the Nurse. The “Banked” or “Lieu” time shall be paid at the applicable overtime rate, Banked days will not exceed five (5) days at any one time.
- 7.15 Overtime shall be paid within two pay periods of its occurrence.
- 7.16 Call Back
When a Nurse is required to report back to work after leaving the premises of the Employer following completion of a shift, but before the commencement of her next shift, she shall be paid for the extra time worked at a minimum of four (4) hours pay at straight time rates or overtime in accordance with Article 7.13 & 7.14, whichever is greater.
- 7.17 On Call Assignment
- (a) The Employer may assign an RN to be readily available for work if necessary.
 - (b) An RN assigned to be “on call” shall receive one (1) hour in pay at the straight time rate or time to be taken at a mutually agreeable time for each eight (8) hour “on call” assignment.
 - (c) An RN who reports back to work while “on call” shall be compensated at the appropriate rate for all hours worked.
- 7.18 All hours for which compensation is paid shall be considered time worked for purposes of calculating benefits and entitlements.
- 7.19 Nursing Coverage
Nurses agree to maintain nursing coverage for all units during the shift change subject to the overtime provisions of Article 7.11 & 7.12(overtime)
- 7.20 Semi-Annual Time Change
The changing of daylight saving time to standard time, or vice versa, shall not result in Nurses being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the Nurses completing their shift and those commencing their shift.

ARTICLE 8: SALARIES, INCREMENTS, PREMIUMS

8.00A* Recognition of Previous Experience

When a Nurse has produced proof or evidence of his/her previous satisfactory recent nursing

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

One year of satisfactory recent nursing experience for the purpose of initial placement of a Nurse on the salary scale shall be equivalent to 1950 regular hours paid whichever is applicable for each Employer.

- (a)* A Nurse with less than one (1) year of satisfactory recent nursing experience shall be placed at the start rate of the salary scale of Appendix "A".
- (b)* A Nurse with a minimum of one (1) year of satisfactory recent nursing experience shall be placed at the one (1) year rate of the salary scale of Appendix "A".
- (c)* A Nurse with a minimum of two (2) years of satisfactory recent nursing experience shall be placed at the two (2) year rate of the salary scale of Appendix "A".
- (d)* A Nurse with a minimum of three (3) years of satisfactory recent nursing experience shall be placed at the three (3) year rate of the salary scale of Appendix "A".
- (e)* A Nurse with a minimum of four (4) years of satisfactory recent nursing experience shall be placed at the four (4) year rate of the salary scale of Appendix "A".
- (f)* A Nurse with a minimum of five (5) years or more of satisfactory recent nursing experience shall be placed at the five (5) year rate of the salary scale of Appendix "A".
- (g)* A Registered Nurse with twenty-five (25) years or more of satisfactory recent nursing experience shall be placed at the twenty-five (25) year rate of the salary scale of Appendix "A".

8.00B Recruitment and Retention Incentive for LPNs

Upon completion of twenty-five (25) years of service in the LPN classification with the Employer, LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for the classification. Article 22.00 Nurse Mobility applies.

8.01* Movement on Increment Scale - Regular Nurses

- (a)* Anniversary Date Regular Nurse: for the purpose of Article 8 means the date of the first shift worked in a Regular Position.
- (b)* On a year to year basis following the Anniversary Date the Nurse shall be advanced to the next level on the increment scale within the Nurse's classification as listed in Appendix "A".
- (c)* The original Anniversary Date is portable pursuant to the provisions of Article 22.
- (d)* When a Nurse is appointed to a position with a higher classification and pay scale, the original Anniversary Date does not change. The Nurse is appointed to the level on the increment scale appropriate to his or her Anniversary Date.
- (e)* A Nurse must commence a new Anniversary Date if she or he assumes a new professional designation.

8.02 The regular hourly rate of a Nurse shall be determined by dividing the yearly increment rate of a Nurse, as outlined in Appendix "A" by 1950 hours.

- 8.03 Pay Day**
- (a) The Employer shall pay each Nurse every two (2) weeks. The amount shall be in accordance with the applicable hourly rate for the Nurse's classification and increment level listed in Appendix "A". Payment will include regular pay and will include any other income earned during the preceding pay period. Every effort will be made to supply requested information to a Nurse as to the amount paid on or before pay day.
- (b) In the event that an error made by the Employer results in a Nurse not receiving four (4) or more hours or wages earned in any one pay period, the Employer will endeavour to adjust the error and pay the wages within two (2) business days of the error having being identified. An error made by the employee shall be corrected no later than the next pay period.
- 8.04 Pay Practices**
Nurses will be notified in writing by the Employer not less than sixty (60) days in advance of a change to the pay practices.
- 8.05 Eligible Nurses will be paid the applicable education premiums as set out in Appendix "B".**
- 8.06 Facility Responsibility Pay**
- (a) In the absence of management staff, the Employer may designate a Nurse to be responsible for the facility. If designated, the Nurse will receive a premium of one dollar (\$1.00) per hour for each hour worked with the designated responsibility.
- (b) **Heart of the Valley LTCC only**
In the event that the Employer designates a Licenses Practical Nurse to assume responsibility in the absence of a Registered Nurse in the facility, the Licensed Practical Nurse shall be paid at the start hourly rate on the RN1 scale in Appendix "A"
- 8.07 Shift Premium**
A shift differential premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid to a Nurse for each hour worked between 19:00 hours and 07:00 hours. This premium shall increase to one dollar eighty-five (\$1.85) per hour effective October 31, 2014.
- 8.08 Weekend Premium**
A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid to a Nurse for each hour worked between 00:01 Saturday and 07:00 Monday. The weekend premium shall be paid in addition to the shift differential premium. This premium shall increase to one dollar eighty-five (\$1.85) per hour effective October 31, 2014.
- 8.09 New Classification**
Should a new position or new classification be created within the Bargaining Unit during the term of this Agreement, the Employer and the Union will decide the rate of pay. Nothing herein prevents the Employer from filling such positions and having Nurses working in such positions during such negotiations. The salary when determined will be retroactive to the date on which the successful candidate commenced work in that classification.
- 8.10 Retroactivity**
Retroactivity shall only apply to provisions of the salary adjustment in Appendix "A", annexed hereto. The Employer endeavours to compute and pay the salary adjustments for each Nurse as expeditiously as reasonably possible. Otherwise the provisions become effective on the date of signing the renewal Collective Agreement or as expressly stated in the Collective Agreement.
- 8.11 Nurses who have resigned shall have thirty (30) days after the signing of this Agreement to apply**

in writing for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.

ARTICLE 9: LEAVE OF ABSENCES

9.00 Leave without Pay

- (a) Subject to operational requirements, the Employer shall grant a leave of absence without pay for personal reasons for up to one (1) year. The request will not be unreasonably denied. The request must be applied for in writing and give as much notice as is reasonably possible. A request by a Nurse for a leave of absence without pay for personal reasons in order to pursue alternate employment with another employer may be denied by the Employer or granted by the Employer at its sole discretion.
- (b) Nurses shall be entitled, during the unpaid LOA, to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Benefit Plans, provided the Nurse pays 100% of the cost of the participation (both the Employer and Nurse portion) in the Benefit Plans.
- (c) Nurses who, prior to the unpaid LOA, were participating in payroll deductions, such as Canada Savings Bonds, at the commencement of the unpaid LOA shall be responsible for making specific arrangements with the Employer for continued participation.

9.01* Working during Leave of Absence

- (a)* A Regular Nurse may choose to work for the Employer while on a Leave of Absence. Whether a Regular Nurse on an approved Leave of Absence works any shifts at all for the Employer during such Leave of Absence will be entirely at the discretion of such Nurse. The granting of the Leave of Absence will not be dependent on the Nurse agreeing to work during the Leave of Absence.
- (b)* When a Regular Nurse agrees to work while on an approved leave, the Nurse maintains the status of a Regular Nurse on Leave. Any rights or protections he or she would have while on the leave are maintained.
- (c)* When a Regular Nurse agrees to work while on an approved leave, the Nurse is treated as a Casual Nurse for the purpose of determining pay and benefits, excluding provisions for accumulation of Seniority and movement along the increment scale.

9.02 Return from Leave of Absence

- (a) Before a Nurse may return to work from a leave granted under Article 9.00, she or he must provide a minimum of four (4) weeks written notice of the specific date of his or her return to work, or such shorter time as mutually agreed.
- (b) Upon return from an approved Unpaid Leave of Absence, a Nurse shall be reinstated to her or his former position unless the position has been discontinued, in which case the Nurse shall be appointed to an equivalent position. A Casual Nurse shall be returned to the Nurse's previous Casual Status.
- (c) This clause requiring four (4) weeks written notice, does not apply to other leaves granted by an express provision of this Collective Agreement with different requirements for written notice.

9.03* Bereavement Leave

Immediate Family is defined in Article 4.18 and repeated here for convenience: includes the Nurse's spouse (common law); child (step child); parent (step parent); sibling (step-sibling);

grandchild (step-grandchild); grandparent; father-in-law, mother-in-law; son-in-law, daughter-in-law and legal guardian.

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 benefit is claimed.

- (a)* If a death occurs in the Nurse’s immediate family when the Nurse is at work or scheduled to report to work, the nurse shall be granted leave with pay for the shift or the remainder of her or his scheduled shift.
- (b)* In the event of a death in the Nurse’s Immediate Family, the Nurse shall be granted five (5) consecutive calendar days leave of absence effective midnight following the death. The Nurse shall be paid for all shifts she or he would normally be scheduled to work during those five (5) days leave if the death had not occurred.
- (c)* Up to two (2) consecutive calendar days bereavement leave with pay shall be granted for the purpose of attending the funeral of a brother- in-law or sister-in-law, provided that such day is the Nurse’s normally scheduled working day. Up to one (1) day for aunt or uncle, niece or nephew, or nurse’s spouse’s grandparent as long as it is for attending the funeral.
- (d)* If a Nurse is on vacation at the time of the bereavement leave, the Nurse shall be granted bereavement leave and be credited the appropriate number of days to her vacation credits.
- (e)* A Nurse who would be on a leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.
- (f)* A Nurse when for any reason other than bereavement leave would not be considered at work, if a death in the immediate family should occur, shall not be eligible for bereavement leave with pay.

9.04 Compassionate Care Leave

- (a) A Nurse who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:
 - Nurse’s parent (father, mother & step)
 - sibling (brother, sister and step)
 - spouse (common law)
 - child (step child)
 - grandchild (& step-grandchild)
 - grandparents (parent’s father or parent’s mother)
 - current father-in-law, current mother-in-law
 - legal guardian
 - son-in-law and daughter-in-law
 - any other person defined as “family member” by Regulations made pursuant to the Labour Standards Code, as amended from time to time

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the Nurse began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Nurse must provide the Employer with a copy of the certificate.

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

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

- the recipient of the care or support dies, or
- the expiration of the twenty-six (26) week period.

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

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

9.05* Court Leave

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

- (a)* to serve on a jury; (including the time spent in the jury selection process); or
- (b)* by subpoena or summons to attend as a witness in any proceedings for a matter related to the Nurses’ own employment:
 - (i)* in or under the authority of a court or tribunal; or
 - (ii)* before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

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

- (c)* by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked. This provision (c) is applicable to a Casual Nurse provided the Casual Nurse is appearing as a witness for the Employer.
- (d)* The leave of absence shall be sufficient in duration to permit the Nurse to fulfill the witness or jury obligation.
- (e)* A Nurse given Court leave of absence without loss of regular pay shall pay to the Employer the amount that the Nurse receives for this duty. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position) other than as specified in Article 9.05(c).
- (f)* The Nurse shall advise the Employer as soon as possible after receipt of a jury notice or subpoena.

9.06 Public Office Leave

(a) An Employer shall grant a leave of absence without pay upon the request of any Nurse to run as a candidate in a Federal, Provincial, or Municipal election. If the Nurse withdraws

as a candidate or is an unsuccessful candidate, she/he is entitled to return to her or his former position without loss of benefits provided that the Nurse gives two (2) weeks' notice to the Employer of her/his intent to return unless mutually agreed to a shorter notice period.

- (b) Any Nurse in the Bargaining Unit who is elected to Full-Time office in the Federal, Provincial, or Municipal level of Government shall be granted a leave of absence without pay, for a term not exceeding five (5) years.
- (c) Upon return, the Nurse will be placed in a position determined in accordance with the needs of the Employer at that time. The Nurse shall be placed on the same level of the increment scale the Nurse formerly occupied prior to commencing the leave of absence. The Nurse shall retain all benefits which accrued up to the time the Nurse commenced the leave of absence, including Service. The Nurse shall continue to accrue Seniority during the leave of absence.

9.07 Education Leave

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

9.08 Leave for Storm or Hazardous Conditions

It is the responsibility of the Nurse to make every reasonable effort to arrive at their work location as scheduled, however, during storm conditions, when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Nurse has the option to:

- (a) Take the absent time as unpaid; or
- (b)* Deduct the absent time from accumulated overtime, holiday time or vacation; or
- (c)* When the Nurse has no entitlement to accumulated paid leave, the Nurse may, with prior approval of the Employer, make up the absent time as the scheduling allows.
- (d) For the purpose of Article 9.08, the provisions of Articles 9.08 (b) and 9.08 (c) are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).
- (e) With permission from the Employer, the employee may exchange a shift with another

employee.

ARTICLE 10: VACATIONS & HOLIDAYS

10.00* Annual Vacation Accumulation

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

“Regular hours paid” for the purpose of calculating paid vacation leave credits shall include the straight time hourly equivalent of overtime hours worked and hours worked under the premium pay provisions of Article 7.11 & 7.12 to the applicable maximum annual vacation entitlement as set out below.

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

- (a)* Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of 112.5 hours.**
- (b)* Effective on the commencement of the fifth (5th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.000 regular hours paid to a maximum of 150 hours.**
- (c)* Effective on the commencement of the fifteenth (15th) year of service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.400 regular hours paid to maximum of 187.5 hours.**

10.01* Annual Vacation Pay

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

10.02* If requested, each Nurse shall receive a statement containing the number of vacation hours paid for which vacation pay is received.

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

10.04* Carry Over of Annual Paid Vacation Leave

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

10.05* Annual Vacation Cut Off Date

The cutoff date for using accumulated vacation credits shall be as follows:

Facility	Cut Off Date
Centennial Villa	April 30th
Gables Lodge	April 30th
Admiral LTCC	April 30th
Whitehills LTCC	April 30th
Melville Lodge	April 30th

Melville Gardens	April 30 th
Mira	June 30 th
Heart of the Valley LTCC	Dec 31 st

10.06* The vacation year shall be as follows:

Facility	Vacation Year
Centennial Villa	May 1 st to April 30 th
Gables Lodge	May 1 st to April 30 th
Admiral LTCC	May 1 st to April 30 th
Whitehills LTCC	May 1 st to April 30 th
Melville Lodge	May 1 st to April 30 th
Melville Gardens	May 1 st to April 30 th
Mira	July 1 st to June 30 th
Heart of the Valley LTCC	Jan 1 st to Dec 31 st

10.07* No vacation of longer than two (2) consecutive weeks shall be taken between June 15 and September 15, unless there is vacation time remaining in that period and operational requirements can be met and staff is available.

10.08* Should a Nurse not be scheduled to have the weekend off prior to the Nurse's vacation, she may try to reschedule or change with another Nurse. Should this be done, both Parties must inform the Administrator or delegate, in writing.

10.09* Unless mutually agreed upon otherwise, each Nurse shall receive either Christmas or New Year's Day off on the actual day.

10.10* When a holiday falls within the vacation period, the Full-Time Nurse is entitled to either an additional 7½ hours off with pay, to be taken at a mutually agreed upon time, or an additional 7½ hours pay.

10.11* The Administrator or delegate shall post a list of Nurse vacation entitlements during the first week of March of each year, and Nurses may indicate their preference for the time at which they wish to observe their vacation, provided such request is made by April 1st. The vacation assignment will then be approved by the Administrator or delegate and shall be posted by April 30th.

10.12* Annual Vacation Scheduling

(a)* Subject to the operational requirements of the Employer, the accumulated vacation of a Nurse shall be scheduled within each vacation year.

- (b)* Paid vacation time off shall be scheduled by the Employer.
- (c)* The Employer shall make every reasonable effort to ensure that the request for vacation leave of the Nurse is approved.
- (d)* Where, the Employer is unable to comply with the request, the immediate management supervisor shall:
 - (i)* give the reason for disapproval; and
 - (ii)* make every reasonable effort to grant an alternative request by the Nurse in the amount and at the time requested.
- (e)* The request for vacation may be made for any period during the year.

10.13* Annual Vacation Posting

Vacations will be distributed as equitably as possible among Nurses. Where a conflict arises between the requested vacation period of two or more Nurses, the conflict will be resolved on the basis of seniority.

10:14* Vacations will not be scheduled between December 15th and January 15th unless the Employer can allow a Nurse to be away, keeping in mind the proper operation of the Employer's Facility.

10.15* Cancellation of Vacation

- (a)* The Employer will make every reasonable effort not to require a Nurse to return to work after s/he has commenced paid vacation leave. The Nurse returning to work from paid vacation leave shall be paid at two times (2x) the regular hourly rate for the shift(s) worked on the days that had been scheduled vacation leave. The vacation credits shall not be reduced for the previously scheduled vacation time that was rescheduled to work. Further the Nurse shall be permitted to reschedule her or his vacation leave at a time mutually agreed between the Nurse and Employer.
- (b)* If a Nurse's vacation is approved and then canceled by the Employer causing the Nurse to lose a monetary deposit on vacation accommodations and/or travel and providing that the Nurse does everything possible to mitigate the loss, and providing the Nurse notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Nurse for the monetary deposit.

10.16* Holidays

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

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

10.17 Holidays Hours

Any hours that a Nurse works between the hours of 00:01 hrs. and 23:59 hrs. on one of the recognized holidays shall be compensated at the appropriate holiday premium rate in accordance with Article 10.20.

10.18* If the Government of Canada or the Province of Nova Scotia officially proclaims an additional holiday(s), such shall be added as a recognized holiday.

10.19* Entitlement to Paid Holiday Leave Credits

Paid holiday leave credits shall be earned by a Nurse on the basis of regular hours paid. A Nurse shall accumulate entitlement on the basis of one (1) hour of holiday credit for each 23.5 regular hours paid (including the straight time hourly equivalent to overtime hours worked) to a maximum accrual of 82.5 hours of holiday credits in a fiscal year period.

10.20 Holiday Premium Pay

A Nurse working on a recognized Holiday is entitled to the following compensation for any hours worked on the calendar date of the recognized Holiday:

- (a) A Nurse who works on a recognized holiday shall be paid at the rate of one and one-half times (1.5X) the Nurse's regular hourly rate; or
- (b) A Nurse who works overtime (as defined in Article 7.11 & 7.12) on a recognized Holiday shall be paid at the rate of two times (2x) the Nurse's regular rate of pay for the overtime worked.

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

10.22* Holiday and Sick Leave Pay

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

10.23* Scheduling Paid Holiday Leave Credits

Accumulated paid holiday leave credits shall be scheduled as paid hours off at a time mutually agreed between the Nurse and the Employer.

10.24* Management will make every effort possible to equally distribute the holidays among Part-Time Nurses.

10.25* If any of the holidays listed in Article 10.16 fall on a day off of a Full-Time Nurse, the Employer shall, at the option of the Nurse, pay the Nurse for seven and one-half (7½) hours or grant the Nurse a seven and one-half (7½) hour day off with pay. The day shall be mutually agreed between Employer and Nurse.

10.26* Time in lieu for holidays under Article 10.19 the time will be placed in her "holiday bank" for use at a mutually agreed time. The "bank" will not exceed five (5) days at any given time.

ARTICLE 11: SENIORITY

11.00*A. Regular Seniority

Seniority for a Regular Nurse commences on the date of the first shift worked as a Regular Nurse in the Bargaining Unit and shall operate on a Bargaining Unit wide basis unless otherwise specified in the Collective Agreement.

**B. Same Day Seniority
Regular Nurses**

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

11.01 Casual Nurse in a Temporary Position appointed to a Regular Position

Where a Casual Nurse in a Temporary Position is appointed directly to a Regular Position, Regular Seniority shall be deemed to be the first day of continuous service in a Temporary Position. "Appointed directly" shall mean appointment without an interruption for longer than fourteen (14) calendar days.

11.02 Seniority Lists

- (a) The Employer shall post a current Seniority List for Regular Nurses and a Seniority List for Casual Nurses (with separate lists for Registered Nurses and Licensed Practical Nurses as appropriate for the Bargaining Unit) annually in February for thirty (30) days and provide a copy of same to the Local Union.
- (b) Should the Union, Local Union, or any Nurse allege an error in a Seniority List, a written objection must be sent to the Employer within thirty (30) days of the date the Seniority List in question was first posted by the Employer. All corrected, or final Seniority Lists will be provided by the Employer to the Local Union and shall be deemed to be correct and accurate in all respects.

11.03 The Employer shall maintain a seniority list showing the date upon which each Nurse's service commenced. An up-to-date seniority list shall be sent to the Union and posted on bulletin board in February of each year.

11.04 Seniority may only be by-passed where the Employer establishes the need for special skills and qualifications.

11.05 Loss of Seniority and Employment

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

- (a) The Nurse is discharged for just cause and is not reinstated.
- (b) The Nurse resigns or retires from employment.
- (c) After recall, the Nurse fails to notify the Employer as set out in lay off provisions unless such notice was not reasonably possible.
- (d) The Nurse is laid-off for more than two (2) years, subject to lay off provisions.
- (e) The Nurse is absent from work for three (3) consecutive scheduled shifts or more without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (f) A Nurse who retires from employment loses employment and Service, but if within six months of the retirement, the Nurse returns to work in any Bargaining Unit represented by the Nova Scotia Nurses' Union, the Nurse will maintain the Seniority the Nurse had prior to retirement and may accumulate additional Seniority on either a Casual or Regular basis depending on the status of the appointment after retirement.
- (g) The Nurse fails to return from an approved leave of absence, without notifying the Employer unless such notice was not reasonably possible or takes unauthorized employment while on an approved leave of absence.

11.06 Loss of Seniority

- (a) A Nurse shall lose Seniority in the event that the Nurse has accepted a temporary position with the Employer outside of the Bargaining Unit, or has been granted a leave of absence from the Nurse's Bargaining Unit position to accept a permanent position with the Employer and remains outside of the Bargaining Unit for more than fifty-six (56) weeks.

- (b) In the event that an appointment to a position, as described in Article 11.06(a), outside the Bargaining Unit is to be longer than specified above, extensions shall only be permissible with the agreement of the Bargaining Unit representatives of the Union Management Consultation Committee. Such agreement shall not be unreasonably denied.
- (c) A Nurse must return to and remain in the Bargaining Unit for a period of at least one (1) month before being employed by the Employer in a position outside of the Bargaining Unit again or she/he will lose all seniority held at the time of the subsequent transfer.
- (d) In order to maintain and to continue to accrue Seniority under this provision, the Nurse must agree to pay Union dues for each month she or he is appointed to a position, as described in Article 11.06(a), with the Employer outside of the Bargaining Unit following a period of fifty-six (56) weeks.

11.07 New Employees

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

11.08 Except in cases of emergency, there shall be no Bargaining Unit work performed by others outside of the Bargaining Unit.

11.09* Nurses from outside the Bargaining Unit who are filling Temporary Positions shall be terminated or revert to casual status before Regular Full-Time Nurses and Regular Part-Time Nurses are laid off.

11.10 Additional shifts shall be offered to laid off Regular Nurses before Casual Nurses, provided that the laid off Nurse has advised that she is available for casual shifts.

11.11 (a) Nurses shall only be laid off because of lack of work. This provision does not apply to layoff as a result of a labour dispute.

(b) Nurses shall be laid off in reverse order of seniority and recalled in order of seniority.

11.12 Layoff and Recall

(a) In the event of layoffs, Nurses shall be laid off in reverse order of Seniority and recalled by order of Seniority except where the Employer determines that special skills and/or qualifications are required.

(b) Notice of Layoff

(i) Twenty-eight (28) calendar days written notice of layoff shall be given to the President of the Local Union and to the Provincial office of the Nova Scotia Nurses' Union except layoff which results from labour disputes or unforeseen circumstances beyond the control of the Employer in which case as much notice as possible will be given.

(ii) The Employer will consult with the Union representatives regarding ways to minimize the adverse effect on the Nurse(s) to be laid off. The Employer may consider additional options presented by the Union. The application of additional options where agreed by the Union and the Employer shall be deemed to not violate the Collective Agreement.

(iii) Twenty-one (21) calendar days written notice of layoff shall be given to the affected Nurses except layoff which results from labour disputes or unforeseen

circumstances beyond the control of the Employer in which case as much notice as possible will be given.

- (c) The Employer shall not post or fill vacancies that arise until Nurses on layoff have been considered for such vacancies.
- (d) The Employer will provide available options to Nurses in receipt of layoff notices (by order of seniority) including regular and temporary vacancies that have not been filled. Nurses shall have forty-eight (48) hours to consider available options and to notify the Employer in writing of his or her choice.
- (e) **Working during Layoff**
 - (i) Any Nurse who is on layoff may indicate her availability to work relief shifts. A Nurse's layoff status shall not change while working relief shifts. The total of the days worked in relief shifts or in Temporary Positions of six (6) months or less shall extend the recall period by that total.
 - (ii) A Nurse recalled to a Temporary Position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.
- (f) **Recall from Layoff**

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

The Nurse shall indicate their intention to accept or decline the recall opportunity to the Employer within forty-eight (48) hours of receipt of the recall notice. If the Nurse accepts the recall, the Nurse must be available to return to the Employer within seven (7) days of the notice of recall unless another time period is mutually agreeable between the Nurse and the Employer.

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

ARTICLE 12: VACANCIES AND PROMOTIONS

12.00

- (a) When there is a vacancy or a new position is created in the Bargaining Unit, the Employer shall post notice of the vacancy on the staff bulletin board for a period of ten (10) working days during which time any Nurse in the Bargaining Unit may make written application for the position. This posting shall not prohibit the Employer's right to advertise for persons outside the Bargaining Unit provided that first consideration shall be given to Nurses within the Bargaining Unit who apply for such vacancies. The notice of posting shall indicate the nature of the position, the qualifications required and the date upon which the position is to be filled.
- (b) When a temporary vacancy of less than eight (8) weeks exists, a vacancy notice will not be posted but the vacancy will be filled in accordance with Article 12.00(a).

- (c) When a temporary vacancy of more than eight (8) weeks is known to exist, the Employer will post the vacancy notice immediately.
- 12.01 The Administration shall have the right to fill a vacant position on an interim basis until the position is filled in accordance with Article 12.00 (Posting).
- 12.02 In cases of absences, The Employer will make every effort to maintain its normal staffing pattern related to the needs of the Institution by temporary assignment or by assigning a Casual Nurse where no Part-Time Nurses are available to fill such vacancies.
- 12.03 If the Employer does not intend to fill a vacancy it shall notify a Labour Relations Representative of the Union.
- 12.04 Every effort will be made to fill vacancies or new positions with the existing Nursing staff.
- 12.05 **Selection**
In the selection of applicants for posted vacant positions in the Bargaining Unit, primary consideration shall be given to skill, ability and qualifications to perform the required duties. If skill, ability and qualification are relatively equal, seniority shall prevail.
- 12.06 **Orientation**
The Employer recognizes the need for an orientation program of such duration as it may deem appropriate taking into consideration the needs of the Employer and the Nurses involved.
- 12.07 The Parties recognize and acknowledge that every Nurse has a professional responsibility to participate in preceptor, mentor and orientation duties as required by the Employer.
- The Employer will provide supports for students, New Graduates and new staff that will make use of models such as preceptorship, mentoring, and orientation. The use of any of these models and approaches will be determined by the Employer based on the needs of the Nurses.
- 12.08 **Trial Period**
- (a) The Nurse shall be placed on a trial period for four hundred and ninety-five (495) hours worked in the new position. If the Nurse proves unsatisfactory in the new position, or chooses to return to the Nurse's former position, during the aforementioned trial period, the Nurse shall be returned to the Nurse's former position and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position and salary without loss of Seniority.
- (b) Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the period of four hundred and ninety-five (495) hours worked. The Employer may not extend the trial period for a period greater than two hundred and forty-five (245) hours worked. In such case the Employer will provide written notice to the Nurse affected by the extension, a Labour Relations Representative of the Union and any other Nurse(s) originally promoted or transferred in this appointment process.
- 12.09 **Letter of Appointment**
At the time of hire, or upon change in status, each Nurse shall be provided in writing, with the Nurse's status as a Regular Nurse or Casual Nurse; the Nurse's placement on the increment scale; and where the Nurse is in a Regular or Temporary Position, information describing the Nurse's position with the Employer, including the designation as to his or her percentage of Full-Time hours.
- 12.10 Nursing policies, procedures, routines and job descriptions (without restricting the right of the Employer to change job descriptions, or to direct the work force) will be written and available to

nursing staff. If the existing nursing policies, procedures or job descriptions are changed, the Nurses shall be informed of such changes.

12.11 Position Descriptions

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

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

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

12.14 Each newly employed Nurse shall be given a copy of the Nurse's job description, which will outline the specific duties for which the Nurse is responsible. A Nurse shall receive a copy of the Nurse's job description on request.

ARTICLE 13: PREGNANCY, PARENTAL and ADOPTION LEAVE

13.00 Pregnancy/Birth Leave

(a) A pregnant Nurse is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to fifty-two (52) weeks.

(b) A pregnant Nurse shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.

(c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Nurse is pregnant and specifying the expected date of delivery.

(d) Pregnancy leave shall begin on such date as the Nurse determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.

(e) Pregnancy leave shall end on such date as the Nurse determines, but not later than fifty-two (52) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

(f) Nurses on pregnancy leave shall not accrue hours worked for the purposes of vacation, sick time, or holidays. A Nurse who is receiving compensation under Article 13.04 (b) and 13.06 (b) shall accrue benefits based on the hourly equivalent of the "top up" compensation.

(g) The clauses of this Article shall be considered as being automatically amended should applicable legislation be changed to provide benefits more favourable to the Nurses than those contained herein.

13.01 Pregnancy Leave Notice

(a) A pregnant Nurse shall provide the Employer with at least four (4) weeks' notice of the date the Nurse intends to begin pregnancy leave. Such notice and start date of the leave may be amended:

(i) by changing the date in the notice to an earlier date for medical reasons as verified by the Nurse's attending physician. In such cases the Nurse will provide as much advance notice of the revised start date of the leave as is possible; or,

- (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,
 - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice as required under Article 13.01(a) is not possible due to circumstances beyond the control of the Nurse, the Nurse will provide the Employer as much notice as reasonably practicable of the commencement of the Nurse's leave or return to work.
 - (c) The Employer shall not terminate the employment of a Nurse because of the Nurse's pregnancy.

13.02 Pregnancy Leave - Employer Requirement

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

13.03* Pregnancy Sick Leave

Leave for illness of a Nurse arising out of or associated with a Nurse's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 13.00, may be granted sick leave in accordance with the provisions of the Collective Agreement. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

13.04* Pregnancy/Birth 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 deductions received by the Nurse during the benefit period;
 - (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.
- (c)* For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half (½) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the 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

Nurses' classification. For the purposes of this calculation the hours used for a Part-Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Nurse as a percentage of full time hours, whichever is greater.

- (d)* Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e)* The Employer will not reimburse the Nurse for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (f)* This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position for the length of the Temporary Position).

13.05 Parental and Adoption Leave

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

- (a) The parental leave of a Nurse who has taken pregnancy/birth leave and whose newborn child or children arrive in the Nurse's home during pregnancy/birth leave,
 - (i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the Nurse's returning to work; and
 - (ii) shall end not later than fifty-two (52) weeks after the parental leave began as determined by the Nurse.
 - (iii) In no case shall the combined pregnancy/birth and parental/adoption leaves to which Nurse is entitled exceed a maximum of fifty-two (52) weeks.
- (b) The parental leave for a Nurse who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 13.05(a),
 - (i) shall begin on such date coinciding with or after the birth of the child as the Nurse determines; and
 - (ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the Nurse's home.
- (c) A Nurse who becomes a parent of one or more children through the placement of the child or children in the care of the Nurse for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the Nurse's home; and
 - (ii) shall end not later than fifty-two (52) weeks after the leave began.

13.06* Parental and Adoption Leave Allowance

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

- (b)* In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the Nurse is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Nurse during the benefit period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.
- (c)* For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurses' 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 ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the Employment Insurance Act.
- (f)* This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position for the length of the Temporary Position).

13.07 Pregnancy/Birth and Parental and Adoption Leave Deferral

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

13.08 Return to Work

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

13.09* Service and Seniority Continuation

While on pregnancy/birth or parental, or adoption leave, a Nurse shall continue to accrue and

accumulate Service and Seniority credits at the same rate as before the leave for the duration of the leave and the Nurse's Service and Seniority shall be deemed to be continuous. This provision is not applicable to a Casual Nurse.

13.10 Group Benefit Plan Continuation

While a Nurse is on parental/adoption or pregnancy leave, the Employer shall permit the Nurse to continue participation in eligible benefit plans. The Nurse shall be responsible to pay both the Employer and the Nurse's shares of the premium costs for maintaining such coverage for which the Nurse is eligible during the period of leave. Failure of the employee to pay the premiums within thirty (30) days will result in a lapse of coverage.

13.11* Special Leave - Birth

Where a Nurse's spouse gives birth to a child, the Nurse shall be granted special leave without loss of regular pay up to a maximum of fifteen (15) hours scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

13.12* Special Leave - Adopted Child

Special leave with pay up to a maximum of 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 periods and granted on separate days. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

13.13* Service and Seniority Continuation

While on parental/adoption or pregnancy leave, seniority shall be deemed to be continuous. However, vacation, sick time, Holidays or increments will not accrue during this leave.

13.14* Bridging of Service

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

- (a)* The Nurse must advise the Employer in writing that the reason for the termination of employment is to raise a child.
- (b)* If the Nurse is re-employed as a Regular Nurse within two (2) years of her or his termination date, she or he will have the previous Service with the Employer recognized as at the date of termination for the purposes of placement on the appropriate level on the increment scale as set out in Article 8.00 and vacation accrual rate as set out in Article 10.00 (a), (b), and (c).
- (c)* No Service, Seniority, or benefits will accumulate during the period of termination to raise a child. Seniority shall be counted up to the leave and after the leave.
- (d)* The Nurse cannot have been employed by any other employer for anytime during this period. If so employed the Nurse shall not be entitled to the benefits of this provision.

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE

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

14.01 For the purpose of Article 14, “working day” excludes Saturday, Sunday and Holidays. At Centennial Villa the Administrator fills all supervisory positions. Therefore the Administrator would participate at all steps.

Step 1 When a Nurse has a grievance the Nurse may as soon as possible but within seven (7) working days of the discovery or occurrence of the incident giving rise to the grievance, first discuss the grievance with the Immediate Management Supervisor who shall provide the Nurse with an answer within five (5) working days.

Step 2 Should the verbal answer given by the Immediate Management Supervisor Director of Care not be acceptable to the grievor, the grievance shall be submitted to the Grievance Committee at the Local Site; and, if supported by the Local Site Grievance Committee, shall be submitted in writing within five (5) working days to the next level of the management structure as designated by the Employer. The management representative shall provide a decision in writing within ten (10) working days of the receipt of the grievance.

Step 3 If the Administrator does not reply within the time limit set in Step # 2, or if the answer is not satisfactory, the Union may within seven (7) working days of the Administrator reply or the expiry of the time limit set in Step # 2, give notice in writing to the Administrator of its intention to refer the grievance to arbitration.

14.02 Termination of Employment

A Nurse who has been dismissed may file a grievance directly at the last step of the grievance procedure within five (5) days of the notification of the dismissal to a Labour Relations Representative of the Union.

14.03 Policy or Group Grievance

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

14.04 Employer Grievance

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

14.05 Arbitration

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.

14.06 Selection of Single Arbitrator

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

14.07 Arbitration – Termination

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

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

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

14.08 A three person Arbitration Board shall be selected as follows:

The Union and the Employer shall each appoint a member of the Arbitration Board within five (5) days of the Notice of Arbitration. They shall appoint a chairperson within five (5) days. Should the Parties fail to agree in the selection of a Chairperson, the Chairperson will be named by the Minister of Labour and Workforce Development.

14.09 Pre Hearing Disclosure

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

14.10 Time Limits

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

14.11 Time Limit – Extension

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

14.12 The Single Arbitrator or Board of Arbitration shall render a decision in as short a time as possible.

With due regard to the wishes of the parties the decision shall, in the normal course, be handed down within a maximum of fourteen (14) days from the appointment of Chairperson.

14.13 Arbitration awards shall be final and binding as provided by Section 42 of the Trade Union Act. An Arbitrator may not alter, or modify or amend any part of this Agreement, but shall have the power to modify or set aside any penalty of discharge, suspension or discipline unjustly imposed by the Employer on a Nurse.

14.14 Each party shall pay the fees and expenses of the Arbitrator it appoints and the fees and expenses of the Chairperson or single Arbitrator in accordance with the provisions of the Trade Union Act.

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

ARTICLE 15: STAFF DEVELOPMENT & EDUCATION

15:00 Required Education

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

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

- (c) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the Nurse.
 - (d) If the Employer permits, a Nurse may bank the hours earned in paragraph (c). Any banked hours shall be taken at a mutually agreed time.
 - (e) The Nurse (including Casual Nurses) shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.
- 15.01 Voluntary Continuous Learning**
- (a) The Employer and the Nurses recognize the importance of continuous learning and to that end, education programs shall be identified by the Employer in consultation with the Nurses and the Nurses will make every reasonable attempt to participate in these voluntary education programs.
 - (b) The Employer will arrange for the presentation of the voluntary education programs in such a way as to maximize availability to the Nurses and minimize cost and disruption to the Nurse and the Employer.
- 15.02 Technological Change**
The Employer undertakes to notify a Labour Relations Representative of the Union in advance, of any technological changes which the Employer has decided to introduce which will impact on the Bargaining Unit.
- 15.03** The Employer shall establish an Educational Fund of five hundred dollars (\$500.00) at each site in each calendar year to be used for continuing education in Nursing which will be disbursed by mutual agreement between the Employer and the Union.
- 15.04** The Employer will provide a C.P.R. and appropriate First Aid certification or re-certification program in house. The fees and salary continuation for C.P.R. certification or re-certification will be paid by the Employer.

ARTICLE 16: STAFF HEALTH AND SAFETY

- 16.00** The Employer and the Union shall comply with the provisions of the Nova Scotia Occupational Health and Safety Act and Regulations and Safer Needles in Healthcare Workplaces Act.
- 16.01 Participation in Joint Occupational Health and Safety Committee**
A Nurse who is a member of the Joint Occupational Health and Safety Committee is entitled to time off from work without loss of regular pay and benefits, as is necessary to attend meetings of the Committee, to take any training programs prescribed by the Occupational Health and Safety Act and Regulations, or as determined necessary by the Committee, and to carry out the Nurse's functions as a member of the Committee. Time spent by the Nurse in these activities shall be considered to be time worked at straight time rates.
- 16.02** The Employer will pay the costs for influenza immunizations on behalf of all Nurses in the Bargaining Unit.
- 16.03** The Employer shall make reasonable provisions in respect to the health and safety of Nurses during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Nurses from injury or health hazards shall be provided by the Employer and Nurses shall be required to use them. The Union and the Employer shall co-operate to the

fullest extent possible towards the prevention of accidents and in reasonable promotion of health and safety of Nurses through the Occupational Health and Safety Committee.

ARTICLE 17: INJURY ON DUTY

- 17.00 (a)** The Employer will comply with all existing or subsequently amended provisions of the Worker's Compensation Act of Nova Scotia.
- (b)** Any work related injury shall be reported by the Nurse as soon as it is known. The submission of claims and the administration of claims will be in accordance with the protocols of the Worker's Compensation Act in conjunction with the policies and procedures of the Employer.
- 17.01** Where a Nurse is being compensated under the Workers' Compensation Act, and where the Nurse agrees to continue to pay her or his usual cost share, continue the eligibility of the Nurse and the Employer's cost sharing relationship with the Nurse so as to allow for the Nurse to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Plans. In no case shall the Employer be required to cost share the benefits for a period longer than 18 months following the onset of the WCB period. Failure of the employee to pay their share of the premiums within thirty (30) days will result in a lapse of coverage.
- 17.02*** Sick Leave while waiting for Workers' Compensation Benefits
An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article 21.04(a).
- 17.03*** WCB and Return to Work
Where a Nurse has returned to work after being absent for injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two days or less after the day of the injury, the Nurse shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Nurse was unable to work as a result of the Nurse's injury on duty.
- 17.04 (a)** In the event a Nurse is injured in the course of the Nurse's work and such an injury is subject to the provisions, benefits and entitlements of the Worker's Compensation Act, the Employer will provide any relevant information or reports to the Union to assist the Union in becoming an advocate on behalf of the Nurse.
- (b)*** Injury on Duty – WCB
Unless a Nurse specifically asks the Employer in writing at the time of the claim not to pay him or her any supplement amount from the accumulated sick leave credits of the Nurse, where a Nurse is being compensated under the Workers' Compensation Act, the Employer shall pay an Employer WCB payment supplement to the Nurse to the extent of the pre injury biweekly pay of the Nurse while maximizing the amount payable from the WCB. It is the intent of the Parties that in no circumstance shall the Nurse receive an increase of income while in receipt of WCB with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer shall deduct from the Nurse's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When a Nurse's sick leave credits are exhausted, the Nurse shall be paid only the Workers' Compensation Benefits Allowance;
- (c)*** Where a Nurse is being compensated under the Workers' Compensation Act, the Nurse shall continue to accrue up to a year's maximum vacation credits.
- (d)** The Union and the Employer recognize that a modified work program is a process which

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

ARTICLE 18: WORKLOAD

18.00 A Nurse who believes the Nurse cannot adequately and safely care for residents because of the workload may file a report which shall be submitted to the Nursing Office. This report may also be discussed by the Union/Management Consultation Committee and a copy shall be provided to the Union.

ARTICLE 19: PROHIBITION OF DISCRIMINATION

19:00 The Employer and the Union agree that there shall be no discrimination or harassment on prohibited grounds contrary to the Human Rights Act.

19.01 The Employer will not condone or ignore any act of harassment in the workplace from any person which directly affects the Nurses in the Bargaining Unit.

ARTICLE 20: RETIREMENT ALLOWANCE AND PENSION BENEFITS

20:00 Effective Date of Signing a Nurse with a minimum of ten (10) years of service with the Employer who retires in accordance with the provisions of the Employer's Pension Plan or the Canada Pension Plan shall be entitled to the payment of the sum of six hundred dollars (\$600.) per year of service to a maximum of fifteen thousand (\$15,000).

A Nurse working less than full time at any point during his or her employment shall have the retirement allowance pro-rated in direct proportion to the total regular hours paid during the length of service (as compared to the total regular hours paid to a Nurse working full time during the length of service).

20.01 NSHEPP Pension Plan

All members of each Bargaining Unit represented by the Nova Scotia Nurses' Union shall be members of the NSHEPP Pension Plan, subject to the eligibility provisions of the NSHEPP Pension Plan. Upon enrollment in the Pension Plan the terms of the Plan respecting eligibility and the levels of contribution shall apply. The pension plan is mandatory for all employees as a condition of employment.

20.02 Nurse Retention Bonus

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

20.03 Retiree Recruitment Incentive

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

A Nurse will only be eligible for the sum of \$500 from one long term care Employer in each 12 month period. For clarity, the “relief” shifts must be shifts worked on a casual basis and does not include any “relief” shifts worked while holding a regular or temporary position with the Employer.

ARTICLE 21: SICK LEAVE, GROUP BENEFITS, & LONG TERM DISABILITY

21.00* Sick Leave Benefits

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

21.01* Annual Statement

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

21.02* Evidence of Illness

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

21.03* Sick Leave Pay

A Nurse granted sick leave shall be paid for the period of such leave at her or his regular hourly rate of pay and the number of hours thus paid shall be deducted from the accumulated sick leave credits of the Nurse.

21.04* (a)* Sick leave shall be considered to mean a period of time a Nurse is absent from work because of sickness or disability or because of accident for which compensation is not being paid by the Workers’ Compensation Act. The Employer agrees that each Nurse’s annual sick leave hours will be based on the yearly hours the Nurse works to a maximum accumulation.

	Sick Leave Earned	Worked	Max Accumulation
Earned	(Hrs)	(Hrs)	(Hrs)
Centennial Villa	11.25	168.75	750.00
Gables Lodge	11.25	168.75	750.00
Admiral LTCC	15.00	165.00	750.00
Whitehills LTCC	15.00	165.00	750.00
Mira	15.00	165.00	750.00
Melville Lodge	15.00	165.00	750.00
Melville Gardens	15.00	165.00	750.00
Heart of the Valley LTCC	1.00	16.24	1125.00

(b)* Subject to other qualifications of this Article a Nurse (other than a probationary Nurse) shall receive sick leave with pay provided that the Nurse has satisfied the Employer of her condition in such a manner and at such time as may be determined by the Employer consistent with the policies of the Employer. Nurses shall be informed of applicable Employer policies, which shall not be inconsistent with the terms of this agreement. A Nurse who is on probation shall not be entitled to sick leave with pay during the probationary period, however, once the probationary period has been completed, the Nurse will be credited with the sick time earned while on probation.

21.05* Sick Leave Claim

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

21.06* Sick Leave Medical/Dental; Family; Emergency

Nurses with sufficient sick leave credits shall be allowed paid leave of absence per annum as per the following table (pro-rated for Part-Time Nurses based on regular hours paid) debited against sick leave credits in order to:

<u>Facility</u>	<u>Max Yrly Paid LOA</u>
Gables, Centennial VillaMira, Admiral LTCC, Whitehills LTCC Melville Lodge, Melville Gardens Heart of the Valley LTCC	37.5 45

- (a)* engage in and facilitate the Nurse’s personal preventative medical or dental care. Nurses shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the Nurse is scheduled to work. Such leave shall not be unreasonably denied.
- (b)* attend to emergencies where:
 - (i)* the Nurse’s own medical or dental health is at an immediate and serious risk;
 - (ii)* a member of the Nurse’s immediate family, as defined in Article 4.18, who has become ill or disabled, in order to make alternate care arrangements where the Nurse’s personal attention is required and which could not be serviced by others or attended to by the Nurse outside of his/her assigned shifts;
 - (iii)* there is a critical condition (e.g. Fire, Flood) (excluding conditions included in Article 9.08) which requires the Nurse’s personal attention which could not be serviced by others or attended to by the Nurse outside of his/her assigned shifts.

The Employer may require verification of the condition claimed.

- (c)* A Nurse will be permitted to use up to fifteen (15) of the hours referred to in Article 21.06 (pro-rated for Part-Time Nurses based on regular hours paid) to attend to Medical and Dental appointments for their Immediate Family. Nurses shall endeavour to arrange for such appointments during off duty hours.

21.07* Sick Leave and LTD

Nurses on Long Term Disability benefits who have sick leave credits at the time the Nurse ceases to be in receipt of Long Term Disability benefits shall retain such sick leave credits for their use in the event the Nurse returns to work with the Employer.

- 21.08* (a)* The Employer agrees to continue to provide a group insurance plan (which includes a health benefit plan, AD&D, LTD, and life insurance) during the life of this Agreement for the participation by all Full-Time and Part-Time employees, subject to the eligible requirements. Participation by eligible Full-Time and Part-Time employees, who have completed their probationary period, is set out by the provider of the Plan. The plan is mandatory for all Full-Time and Part-Time employees (except for health insurance for those employees with coverage through a spouse’s medical plan).
- (b)* For Nurses who are entitled to participate in the group benefit plan offered by the Employer, the Employer shall pay 50% of the premiums for life insurance (and AD&D) provided that each Nurse pays the remaining 50% of the life insurance (and AD&D)

premiums.

- (c)* **For Nurses who are entitled to participate in the group health benefit and LTD plan offered by the Employer, the Employer shall pay 65% of the premiums and each Nurse shall pay the remaining 35% of the premiums.**

21.09* Return to Work from Sick Leave

A Nurse is expected to report to work for all scheduled shifts unless he or she is on an authorized leave. Where a Nurse has been on an authorized sick leave for a period of two (2) consecutive months or longer, the Nurse must provide a minimum of two (2) weeks' notice of his or her intended date to return to work, except where a shorter period of notice is mutually agreed between the Nurse and the Employer.

21.10 Confidentiality of Health Information

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

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

21.12 Any medical tests or examinations required by the Employer, the costs of which are not otherwise covered by MSI or group insurance, will be paid for by the Employer.

ARTICLE 22: PORTABILITY OF BENEFITS

22.00* Nurse Mobility

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

22.01* Canadian Nurse Portability

In the event that the Employer hires a Nurse to a regular position to commence work within six (6) months of the Nurse leaving employment from a position in any other bargaining unit represented by a member of the Canadian Federation of Nurses' Unions (including but not limited to British Columbia Nurses Union (BCNU), United Nurses of Alberta (UNA), Saskatchewan Union of

Nurses' (SUN), Manitoba Nurses Union (MNU), Ontario Nurses Association (ONA), New Brunswick Nurses Union (NBNU), Newfoundland and Labrador Nurses Union (NLNU), and Prince Edward Island Nurses Union (PEINU)), shall be credited with equivalent Seniority as at the time of termination from the other bargaining unit in the Nova Scotia Nurses' Union Bargaining Unit.

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

ARTICLE 23 – WEEKEND NURSE

23.00 See Appendix C

ARTICLE 24: TERMINATION OF EMPLOYMENT

- 24.00 (a) Four (4) weeks written notice of resignation shall be given regarding resignation of employment by the Nurse, unless mutually satisfactory arrangements are made otherwise. Accrued vacation, holiday and overtime benefits shall be paid out on the day of resignation or on the next regular pay day where the resignation day and pay day are not the same.
- (b) When a Nurse resigns, is discharged, retires or dies, the Nurse or the estate shall receive payment in proportion to any unused vacation leave credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer from any accrued benefits.
- 24.01 (a) It shall be a violation of this Agreement, subject to the grievance and arbitration procedures herein, if a Nurse is suspended or disciplined, or has been discharged by the Employer without just cause.
- (b) In the event of suspension or termination of a Nurse's employment by the Employer, the Nurse shall be given written reasons for the action taken. If this procedure is not followed, the action taken shall not be void but the time limits under Article 14 shall not commence until the notice is given.
- 24.02 **Notification of Discipline**
If the Nurse is to be suspended or dismissed for cause by the Employer, the Employer shall notify the Provincial Office of the Union forthwith.
- 24.03 (a) Should the Employer determine that a Nurse is to be advised in person of a disciplinary action (not including a suspension or termination) then the Employer shall advise the Nurse that she may have a representative of the Local Union present.
- (b) The Employer will give the Nurse and a representative of the Local Union reasonable advance notice of the meeting.
- (c) The Employer will be notified prior to the meeting, of the Nurse's intention to be accompanied by a representative of the Local Union.
- (d) Where circumstances warrant an immediate meeting, the meeting may proceed should a representative from the Local Union not be readily available.
- (e) In the case of a suspension or termination, the Nurse may elect to have a representative

of the Union present provided it is in accordance with the above noted process and corresponding stipulations

24.04 Disciplinary Record

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

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

24.06 Except for disciplinary reasons, four weeks written notice shall be given regarding termination by either the Employer or the Nurse, unless mutually satisfactory arrangements are made otherwise. The Nurse shall receive accrued vacation credits, and any other pay owing, on the next pay day following the termination, provided such notice is given.

ARTICLE 25: ALCOHOL AND DRUG DEPENDENCY

25.00 Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Nurses afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation. Provided Nurses have sufficient sick leave credits, they shall be eligible for sick leave benefits for the treatment program. In the event that they have no sick leave credits, they shall be entitled to a leave of absence without pay.

25.01 When a Nurse is required to submit to random bodily fluid testing as part of a settlement between the Employer, the Union and the Nurse, the Employer shall pay the cost of such testing.

ARTICLE 26: PERFORMANCE REVIEWS AND EMPLOYEE FILES

26.00 Performance Appraisal

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

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

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

26.03 Nurses may agree to participate in peer review programs.

ARTICLE 27: UNION MANAGEMENT CONSULTATION COMMITTEE

A person designated by the Union and the Employer shall alternate as the Chairperson.

- 27.00 The Union and the Employer agree to establish/maintain a Union Management Consultation Committee which shall be comprised of two (2) representatives of the Local Union and two (2) representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.
- 27.01 The Committee shall meet no less than three (3) times per year. Either party may request additional meetings on two (2) weeks' notice in which case the Parties shall schedule a meeting at a mutually agreeable time.
- 27.02 Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting. By mutual agreement, items may be discussed if a matter arose after the agenda has been finalized.
- 27.03 The Union Management Consultation Committee shall meet to discuss matters of concern between the Parties which may include the following:
- Orientation
 - Staffing
 - Workload
 - Scheduling
 - Transfers
 - Reassignment
 - Scheduling difficulties created by short-term and long-term absences
 - Layoffs
 - Correcting conditions causing grievances and misunderstanding but not any matter that has been referred to the grievance and arbitration process
- 27.04 Minutes are to be drafted by the person appointed to act as Secretary to the Committee. The draft minutes shall be typed and circulated by the Employer not later than three (3) calendar weeks following the meeting.
- 27.05 The committee shall be responsible for:
1. Defining problems;
 2. Developing viable solutions to such problems;
 3. Recommending the proposed solutions to the appropriate Employer authority.
- 27.06 No Nurse shall suffer a loss of regular pay and benefits while attending the Union Management Consultation Committee.
- 27.07 It is not the function of the Union Management Committee to interpret, alter or amend the Agreement. Any issues which involve the interpretation of the Agreement should be referred to the Employer and the Union for consideration. This Committee shall be advisory in nature and shall not substitute for Regular Staff or Nurse Management meetings.

ARTICLE 28 – NO STRIKE/NO LOCKOUT

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

ARTICLE 29: TERM OF AGREEMENT

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

The Parties have executed this Agreement in , _____, NS, on this _____ day of _____ 2014.

FOR THE EMPLOYER:

FOR THE UNION:



Janet Hazelton, President



Chris VanZoost, Vice President

APPENDIX “A”

**Provincial Pay Grid for the Classifications of LPN-2 Licensed Practical Nurse, and LPN-1 Graduate Licensed Practical Nurse
1950 hours**

Provincial Pay Grid for the Classifications of RN-2 Staff Nurse and RN-1 Graduate Nurse 1950 hours

**Continuing Care Facilities (Hourly rate determined by 1950 hours)
Licensed Practical Nurse**

LPN-1 (Graduate Practical Nurse)		Expired Rate	11/01/12 (2.5%)	11/01/13 (3%)
Start	Annual	37,214	38,144	39,289
	Hourly	19.0841	19.5612	20.1480
LPN-2 (Licensed Practical Nurse)		Expired Rate	11/01/12 (2.5%)	11/01/13 (3%)
Start	Annual	43,575	44,664	46,004
	Hourly	22.3460	22.9047	23.5918
Year 1	Annual	44,573	45,688	47,058
	Hourly	22.8581	23.4296	24.1324
Year 2	Annual	45,536	46,675	48,075
	Hourly	23.3520	23.9358	24.6539
Year 3	Annual	46,799	47,969	49,408
	Hourly	23.9993	24.5993	25.3373
Year 25	Annual	48,437	49,648	51,137
	Hourly	24.8393	25.4603	26.2241

Continuing Care Facilities (Hourly rate determined by 1950 hours)
Registered Nurse

RN-1 (Grad Nurse)		Expired Rate	11/01/12 (2.5%)	11/01/13 (3%)
Start	Annual	52,759	54,078	55,701
	Hourly	27.0561	27.7325	28.5645

RN-2		Expired Rate	11/01/12 (2.5%)	11/01/13 (3%)
Start	Annual	60,664	62,181	64,046
	Hourly	31.1097	31.8874	32.8441
Year 1	Annual	62,461	64,022	65,943
	Hourly	32.0311	32.8319	33.8168
Year 2	Annual	64,483	66,095	68,078
	Hourly	33.0680	33.8947	34.9115
Year 3	Annual	66,730	68,399	70,451
	Hourly	34.2207	35.0762	36.1285
Year 4	Annual	69,056	70,783	72,906
	Hourly	35.4135	36.2988	37.3878
Year 5	Annual	71,473	73,260	75,458
	Hourly	36.6530	37.5693	38.6964
Year 25	Annual	73,975	75,824	78,099
	Hourly	37.9358	38.8842	40.0507

**APPENDIX “B”
MEMORANDUM OF AGREEMENT
EDUCATION PREMIUMS**

A Nurse who is qualified for more than one education premium shall only receive the highest education premium for which the Nurse qualifies in Group A. [GABLES LODGE, ADMIRAL LTCC, WHITEHILLS LTCC, HEART OF THE VALLEY LTCC, CENTENNIAL VILLA, MELVILLE LODGE, MELVILLE GARDENS, and the MIRA]

A Nurse may also qualify for a premium in Group B. GABLES LODGE, ADMIRAL LTCC, WHITEHILLS LTCC, HEART OF THE VALLEY LTCC, MELVILLE LODGE, MELVILLE GARDENS, and the MIRA ONLY

A Nurse may also qualify for either or both of the premiums in Group C.

Education premiums shall be pro-rated for Part-Time and Casual Nurses based on regular hours paid. That is to say that the annual amount will be divided by 1950 hours and will be payable on each bi-weekly pay based on regular hours paid which shall include the straight time hourly equivalent of overtime hours worked and hours worked under the premium pay provisions of Article 8.05 to a maximum of the Education Premium entitlement for a Full-Time Position.

EDUCATION PREMIUMS - GROUP A

GABLES, ADMIRAL LTCC, WHITEHILLS LTCC, HEART OF THE VALLEY LTCC, CENTENNIAL VILLA, MELVILLE LODGE, MELVILLE GARDENS, and the MIRA

- (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 and 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 and sixty-seven dollars (\$667.00)
- (c) **B.N. or B.Sc.N.**
For any Registered Nurse in the bargaining unit who holds a B.N. or B.Sc.N., the following premium will be added to the Nurse’s regular annual rate of pay:
one thousand four hundred forty-five dollars (\$1445.00)
- (d) **Masters Degree in Nursing**
For any Registered Nurse in the bargaining unit who holds a Masters Degree in Nursing, the following premium will be added to the Nurse’s regular annual rate of pay:
one thousand nine hundred and sixty-one dollars (\$1961.00)

CANADIAN NURSE ASSOCIATION CERTIFICATION PREMIUM - GROUP B

The following premium will be added to the regular annual pay for any Registered Nurse in the Bargaining Unit who is in receipt of a current certification under the Canadian Nurse Association

Certification program and who is employed in a capacity utilizing this training, who submits proof of the certification to the Employer, payable each year the certification is current: nine hundred ninety-six dollars (\$996.00)

NURSING PRACTICE AND NURSING LEADERSHIP PREMIUM - GROUP C

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

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

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

A Nurse who qualifies for either premium shall be paid an annual supplement of \$850.00 each, and shall then be paid as a lump sum payment normally by December 15 in the year to Nurses who achieve the eligibility for them in accordance with Appendix "B". They shall be prorated for Part-Time and Casual Nurses based on regular hours worked in the previous 12 month period from November 1st to the prior October 31st for the year of eligibility.

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

CATEGORIES:

Committee/Task Force Involvement (for Hospital, District, Province, Union, Professional Organization or Association, Agency

Chair of a committee/task force that meets 9-12 times per year (20 points) Member of a committee/task force that meets 9-12 times per year (15 points) Chair of a committee/task force that meets 4-6 times per year (15 points) Member of a committee/task force that meets 4-6 times per year (10 points) Chair of a committee/task force that meets 1-3 times per year (10 points) Member of a committee/task force that meets 1-3 times per year (5 points) Telehealth Coordinator

Professional Association Involvement

Maintains an active membership in a Professional Association Special Interest Group (eg Canadian Association of Gerontological Nurses; Canadian Association of Occupational Health Nurses, Canadian Hospital Infection Control Association etc)

Holds office in a professional nursing organization or special interest: with subheadings for National, Provincial or Local level and further subdivided to recognize if you are President vs a Member of the Executive.

President Executive Member

National	25 points	20 points	10 points
Provincial/Local	20 points	15 points	10 points

Publications/Presentations

- Publication in a peer-reviewed professional journal or textbook (25 points)
- Publication in a non-peer-reviewed journal (eg. hospital newsletter, local paper or publication) (10 points)
- Speaker at a National Conference (25 points)
- Speaker at a Provincial Conference (20 points)
- Speaker at a Local Conference (20 points)
- Speaker at a facility-based in-service session (10 points)
- Poster Board Presenter at a National Conference (20 points)
- Poster Board Presenter at a Provincial Conference (15 points)
- Poster Board Presenter at a Local Conference (15 Points)
- Poster Board Presenter at a facility-based Conference (10 points)

Research

- Primary Investigator as part of a multi-site study (25 points)
- Co-Investigator as part of a multi-site study (20 points)
- Primary Investigator of a facility/unit based research study (15 points)
- Co-Investigator of a facility/unit based research study (10 points)
- Develops a unit specific research proposal (5 points)
- Conducts a literature review as part of a research study (5 points)

Education

- Enrolled in PhD Program (minimally taking 2 courses per year) (25 points)
- Enrolled in Masters Program (minimally taking 2 courses per year) (20 points)
- Enrolled in Degree Program (minimally taking 2 courses per year) (15 points)
- Instructor-Level Status for designated courses (e.g. BCLS, PIECES, ARDCC, etc) (10 points)

Unit Resource/Skill/Content Expert Person

- Provides support/expertise/oversight for education, skills and information needed by colleagues (eg. is a content expert for implementation of medication reconciliation project, elder-friendly, Resident-centered care, Wound and Palliative Care) (20 points)

Accepts Additional Leadership Responsibilities

- Project lead for new product evaluation (10 points)
- Researches/benchmarks new procedures (5 points)
- Develops/revises a new policy or procedure (5 points)
- Serves as a preceptor 1-3 months per year (15 points)
- Serves as a preceptor 4-6 months per year (25 points)
- Instructs a designated course at least once per year (10 points)

Special Projects

- Involved in a planned endeavour designed and implemented to address a resident, nursing, facility or community health care concern or need. (eg. QI project to improve resident outcomes) (10 – 20 points depending on scope of project)

**NURSING PRACTICE PREMIUM - GROUP C
CERTIFICATION IN A SPECIALTY (25 points)**

Defined course of study/evaluation
Not covered by a premium

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

COURSE IN A SPECIALTY (20 points)

Evaluation/Recertification
National/International standards

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

COURSE IN A SPECIALTY (15 points)

Internally/Externally developed

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

COURSE IN A GENERAL SKILL/THEORY (10 points)

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

COURSE IN PROFESSIONAL/PERSONAL DEVELOPMENT (10 points)

E.g. Leadership course, Preceptorship course

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

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

INSERVICE/FACILITY BASED EDUCATION SESSIONS (5 points)

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

E-LEARNING (5 points)

E.g. Telehealth, public domain modules

MEMORANDUM OF AGREEMENT

Memorandum of Agreement #1 Supplementary Leave Credits - Late Career Registered Nurses

The Employer will grant paid leave of up to 37½ hours per year to a Registered Nurse who is in receipt of the Long Service Increment. Scheduling of such leave shall be done by mutual agreement, however, it may not be taken during the summer vacation or the Christmas Holiday period. Such a Registered Nurse may not carry over such credit hours from one year to the next.

MEMORANDUM OF AGREEMENT #2 80/20 Positions - Late Career Nurses Strategy MOA # 80/20 Late Career Nurses Strategy

The Parties agree that in the event that the Employer introduces a position of “80/20”, the Memorandum of Agreement, “80/20 in the Acute Care Collective Agreement provisions shall form the basis for the terms and conditions.

MEMORANDUM OF AGREEMENT #3 Status – Part-Time Nurses / Casual Nurses

Each Union-Management Consultation Committee will review each “Casual” Nurse and each “Part-Time” member of every Bargaining Unit to determine the proper “appointment status” pursuant to Article 12.09, with the goal to properly classify every employee as either “Regular” or “Casual” and to define the appointment status of each Nurse as a percentage of Full-Time hours.

MEMORANDUM OF AGREEMENT #4 Innovative Shifts

The Parties to this agreement acknowledge the value of creating new and innovative approaches to varied shift lengths and rotations. To that end the Parties agree to encourage individual Nurses, groups of Nurses, and Managers to explore any and all options including such things as Nurses returning after retirement, varied shift lengths, reduced hours and new shift rotations.

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

Bargaining Unit.

**MEMORANDUM OF AGREEMENT #5*
Reduction in Appointment Status**

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

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

- 1. Accordingly, a Regular Nurse who seeks a temporary or permanent reduction in hours of work and appointment status will seek the approval of the Employer by indicating the amount of reduced hours the Nurse seeks and the duration of such reduced hours. The duration of a temporary reduction in hours must be specified and must not exceed one (1) year.**
- 2. Approval by the Employer shall be discretionary and will ensure that the request will not adversely impact operational requirements of the Employer. Such requests shall not be unreasonably denied.**
- 3. The Employer will notify the Local Union of an approved request. In addition, the Employer will advise the Local Union of either its intention to post the remaining hours or part time equivalent of full time hours within a reasonable time frame, pursuant to the provisions of Article 12, or to hold the posting. If the Employer intends to hold the posting, it shall also provide the reason(s) for doing so.**
- 4. The Employer will maintain a record of all reduced positions created and the remaining hours. A copy of such documentation will be forwarded to the Local Union regularly.**
- 5. The Employer may consider a request for an extension of the temporary reduction of hours and appointment status subject to the above noted considerations of operational requirements. The Employer will advise the Local Union if an extension is approved.**
- 6. A Regular Nurse who has requested a temporary or permanent reduction in her hours of work and appointment status has status as a Part-Time Nurse and the relevant provisions of the Collective Agreement shall apply.**
- 7. On the date of the return to work from a temporary reduction in hours, or at such earlier or later time as mutually agreed between the requesting Nurse and the Employer, the requesting Nurse is able to return to her previous position and salary without loss of Seniority or Service. Any other Nurse promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position and salary without loss of Seniority or Service.**
- 8. In extraordinary circumstances, the Employer may cancel a temporary reduction in hours with thirty (30) days notice. In the event a temporary reduction is canceled, the Regular Nurse is able to return to her previous position and salary without loss of Seniority or Service. Any other Nurse promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position and salary without loss of Seniority or Service. The Employer will advise the Local Union of the reason(s) for the cancellation.**

APPENDIX “C”*
TRIAL PROJECT ON WEEKEND NURSE

The Parties agree that, as soon as reasonably possible following the signing of the Collective Agreement, a process will be agreed upon for discussion and development of a Memorandum of Agreement, if possible, to regulate the Weekend Nurse. The principles relied on by the Parties during such discussions will be as follows:

1. The Weekend Nurse concept will be introduced by the Employer on a Trial Basis. The Trials may be attempted at more than one work site within the Employer. The Employers that agree to initiate the Trial Basis will be determined by canvassing Employers, Nurses and the NSNU.
2. Weekend Nurse positions are to be posted as determined by the Employer. The trial period provision of the Collective Agreement as set out in Article 12.08 shall apply. If the Nurse’s trial period or the Weekend Nurse Trial does not work out the Nurse will revert to pre-trial status as indicated in the Article 12.08.
3. The Weekend Nurse position will be integrated into the unit schedule planning (core staffing).
4. The Weekend Nurse shall be a Full-Time Nurse position.
5. For the purposes of the Weekend Nurse rotation only the weekend period shall be 07:00 hrs Friday to 19:00 hrs Monday.
6. Weekend Nurses shall be eligible for education premiums in accordance with Article 8 but shall not be entitled to shift premiums or weekend premiums for work on the weekend.
7. The Weekend Nurse shall be entitled to participate in the Benefit Plans (subject to the eligibility provisions of the respective Benefit Plan) on the basis of a Full-Time Nurse.
8. Should a Weekend Nurse work beyond the scheduled shift on the weekend , the Weekend Nurse will be entitled to be paid overtime as set out in Article 7 and the hourly rate shall be based on the Regular Nurse’s applicable hourly rate. [note: this hourly rate may be the Weekend Nurse hourly rate depending on the method of compensation under 8(a) above].
9. A Weekend Nurse who works shifts beyond his or her regular schedule shall be compensated at the overtime rate of pay based on the applicable hourly rate for a Regular Full-Time Nurse (not a Weekend Nurse).
10. The length of the Weekend Nurse Trial Basis will be established on a site basis and can be discontinued on a site basis upon written notice of the one Party to the other Party of at least seventy (70) days. The Parties will meet within twenty (20) days of the notice being given to discuss the reasons for the change and the reintegration of Nurses into alternate schedules, where applicable.

APPENDIX “D”

CASUAL NURSES - TERMS OF INCLUSION

SECTION 1: RECOGNITION OF EXPERIENCE

- (a) Casual Nurses shall have experience recognized and be placed on the increment scale as set out in Article 8.00. Upon hire, a year of service for Casual Nurses shall mean 1950 hours worked.
- (b) Casual Nurses who have worked one thousand (1,000) regular hours or more by their Anniversary Date shall be recognized for an additional year of service.
- (c) Casual Nurses who have worked less than one thousand (1,000) regular hours by their Anniversary Date shall be recognized for an additional year of service on the day when one thousand (1,000) hours are achieved. This date shall become the Nurse’s current Anniversary Date.

SECTION 2: WAGES & BENEFITS

In lieu of the benefits provided to Nurses under the Collective Agreement, Casual Nurses shall be compensated with a supplementary payment equal to eight (8%) percent of their earnings in each bi-weekly period. This payment will represent four (4%) percent for vacation and four (4%) percent for all other benefits.

SECTION 3: GROUP BENEFITS

- (a) Casual Nurses shall be entitled to participate in the Group Life, Group Health and/or Pension Plan in accordance with the eligibility provisions of the respective benefit plans.
- (b) The Employer agrees to participate in the same cost sharing of the respective benefits as provided to regular Nurses under the Collective Agreement but only for those Casual Nurses agreeing to pay their respective share while participating in the Group Life, Group Health and/or Pension Plan.

SECTION 4: SCHEDULING

- (a) Casual Nurses may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual Nurses may also have shifts canceled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a canceled shift, the Casual Nurse shall be provided with work and be paid for the duration of the shift, or be paid four (4) hours pay for not working the shift.
- (b) The assignment of Casual Nurses for available shifts shall be on the basis of availability and assigned at the Employer’s discretion. Such shifts shall be distributed as equitably as possible.

SECTION 5: DATE OF EMPLOYMENT

- (a) Casual Nurses shall have established as a date of employment the date first worked as a Casual Nurse. However, should a Casual Nurse become a Regular Nurse, the date of employment shall be the date of appointment to the regular position
- (b) In the event that a Casual Nurse does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, such Nurse will be deemed terminated.

SECTION 6: AVAILABILITY

- (a) Casual Nurses shall confirm to the Employer in writing the extent of their availability for shifts. This written availability may be changed on a quarterly basis in January, April, July and October.
- (b) Casual Nurses who have indicated an availability to work, may be assigned shifts in accordance with operational requirements.
- (c) Where the availability status of a Casual Nurse changes from that previously accepted by the Employer, the Casual Nurse must indicate the extent of the change in availability in writing to the Employer. Such change requires the approval of the Employer. Such approval shall not be unreasonably denied.

SECTION 7: CASUAL SENIORITY

- (a) A record as to the hours worked by a Casual Nurse shall be maintained by the Employer and be made available to the Union. This record shall constitute the Casual Seniority lists, updated at six (6) months in January and July.
- (b) The Employer shall refer to the number of hours worked as the determining factor where two or more Casual Nurses are deemed relatively equal in skills, abilities and qualifications for appointments to temporary vacancies or regular vacancies. In such case the Casual Nurses with the greater Casual Seniority will be given preference.
- (c) Casual Seniority shall only apply to the Casual Nurse in accordance with the terms of Section 7 (b) of this Appendix.

SECTION 8: COLLECTIVE AGREEMENT APPLICATION

All provisions of the Collective Agreement apply to Casual Nurses except for the following. Such provisions are indicated in the body of the agreement with an asterisk.

4.09, 4.10, 4.11, 4.12, 4.14 a,b,c,d,e,f, 4.15, 4.16 a, 4.22
7.00 a,b, 7.01 a,b,c, 7.04, 7.05 a,b,c,d, 7.06, 7.07, 7.09 a,b, 7.13 a,b, 7.14
8.00 a,b,c,d,e,f,g, 8.01 a,b,c,d,e
9.01 a,b,c, 9.03 a,b,c,d,e,f, 9.05 a,b,c,d,e,f, 9.08 b,c
10.00 a,b,c, 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12 a,b,c,d,e,
10.13, 10.14, 10.15 a,b, 10.16, 10.18, 10.19, 10.21, 10.22, 10.23, 10.24, 10.25, 10.26
11.00, 11.09
13.03, 13.04 a,b,c,d,e,f, 13.06 a,b,c,d,e,f, 13.09, 13.11, 13.12, 13.13, 13.14 a,b,c,d
17.02, 17.03, 17.04 b,c
21.00, 21.01, 21.02, 21.03, 21.04 a,b, 21.05, 21.06 a,b,c, 21.07, 21.08 a,b,c, 21.09
22.00, 22.01
MOA #5
APPENDIX C
LOU – Kim Grant
LOU – Savita Rosenow
MOA #7
Appendix 1 – Dental Plan

In the event of any error with asterisks, the parties will meet to discuss a solution.

**APPENDIX “E”
MEMORANDUM OF AGREEMENT
JOB SHARING**

Nurses may be permitted to enter into a job sharing arrangement of a Full-Time position with the Employer, whereby the job sharing partners combine regular hours of work to fulfill the requirements of the position. Casual Nurses shall be permitted to participate in a job share arrangement but not be permitted to initiate the proposal for a job share arrangement. Job sharing partners shall be classified as Regular Part-Time or Temporary Part-Time Nurses pursuant to the terms and conditions of the Agreement. No Nurse shall be required to enter into a job sharing arrangement.

Originating of Job Sharing Request

A Nurse shall submit a written proposal for job sharing to the Nurse’s immediate Manager. This proposal shall include, but not be limited to, the following:

- (a) Duration - whether it be for a specified temporary duration (not to exceed one (1) year) or permanent.
- (b) A description of the requested work/schedule allocation.
- (c) Where operational requirements permit, a job sharing proposal shall not be unreasonably denied. In the event the Employer has certain concerns about a job sharing proposal, an Employer Representative shall discuss the concerns with the job sharing applicant. As a result of the discussion, the job share applicant may choose to revise the application for job sharing. If a job sharing arrangement is approved by the Employer, the procedure outlined in paragraphs 4, 5, 6 and 7 will be followed.

Recruitment for Job Sharing Partner

All specifics associated with the job sharing opportunity shall be posted at the site where the job sharing opportunity is originating, in accordance with Article 12.00. If there is no Nurse from the site interested in the job sharing opportunity, it shall be posted on a Bargaining Unit wide basis.

Where more than one Nurse is interested in the job opportunity, the job sharing partner shall be chosen in accordance with Article 12.06. No Nurse outside the Bargaining Unit will be employed as a job sharing partner until all Nurses in the Bargaining Unit have adequate time to apply for the job sharing opportunity(s).

Should no Bargaining Unit Nurse be interested in the job sharing partner opportunity, the Employer will assess the practicality of recruitment outside of the Bargaining Unit.

If no suitable job sharing partner is found, the applicant Nurse (the Nurse who originated the job sharing request) will remain in the Nurse’s previous position and the recruitment process concludes.

Cessation of Permanent Job Sharing Arrangements

With thirty (30) days notice, the Employer may discontinue a permanent job sharing arrangement. In this event, the regular Part-Time Nurse(s) in the job sharing arrangement on a permanent basis will maintain part time status and be assigned to a position(s) of equivalent hours. The Employer will make every reasonable effort to continue job sharing arrangements.

A job sharing Nurse shall provide thirty (30) days notice of the intention to leave the job sharing arrangement. The Employer shall attempt to replace the departing job sharing partner(s). Where no replacement job sharing partner is available, the Employer will provide the remaining job sharing partner(s) with a part time position of equivalent hours.

Cessation of Temporary Job Sharing Arrangements

With thirty (30) days' notice, the Employer may discontinue a temporary job sharing arrangement. In this event, the Nurses will be returned to the same or equivalent regular positions as held prior to the temporary job share arrangement.

Notice to Discontinue

Upon the expiry of a temporary job sharing arrangement, the Nurses will be returned to the same or equivalent regular positions as held prior to the temporary job share arrangement.

Each temporary job sharing arrangement shall remain in effect for the specified term or until the Employer or one or more of the job sharing partners provides thirty (30) days notice of their request to discontinue the job sharing arrangement or the Parties mutually agree to extend the arrangement.

Should a job sharing partner wish to discontinue the arrangement, the Employer shall replace the job sharing partner in accordance with paragraphs 4 and 5 above. Where no replacement job sharing partner is found, then the Nurse will be returned to the same or equivalent position held prior to the temporary job share arrangement.

Terms of Job Sharing Arrangements

The job sharing partners shall propose the arrangement of hours of work to fulfill the requirements of the shared Full-Time position in accordance with the terms of the Agreement. These terms may change throughout the period of the job sharing arrangement and will be subject to Employer approval. The Employer shall not unreasonably deny such changes.

Job sharing Nurses will be paid for hours worked during the pay period.

- (a) A job sharing partner, including those who have not indicated an increase in availability under Article 7.08 may be required to be available on forty-eight (48) hours notice, to work any absences of their partner when a qualified alternate replacement is not available. Such time worked after the forty-eight (48) hours notice period shall not constitute overtime and the provisions of Article 7.11 and 7.12 shall not apply.

Applicability

This Collective Agreement shall incorporate the Job Sharing Schedule annexed hereto, referring to the individual Nurses who choose to enter into a job sharing arrangement.

Job Sharing Schedule

The following represents a Job Sharing Schedule determined in accordance with the Job Sharing Arrangement referred to in paragraph 1 of this Agreement. Department or unit in which the Job Sharing will occur:

Specifics of the Job Sharing Arrangement:

Nurse originating the Job Sharing Request:

Nurse consenting to the Job Sharing Arrangement:

Effective date of the Job Sharing Arrangement:

Expected duration of the Job Sharing Arrangement:

Signed at _____ this _____ day of _____, 2014.

FOR THE EMPLOYER:

FOR THE UNION:



Janet Hazelton, President



Chris VanZoost, Vice President

LETTER OF UNDERSTANDING*

Between

the NSNU Local of HEART OF THE VALLEY LTC

And

the Management of the Heart of the Valley LTC Facility

Re: Kim Grant

Within sixty (60) days of signing this Collective Agreement, the Administrator of the Heart of the Valley (HOTV), the HOTV's NSNU Local President, and the NSNU Labour Representative shall meet to determine if it is operationally possible to continue with Kim Grant's current schedule of working Monday to Friday, day shift only.

If it is operationally possible, then Kim Grant will continue on the same schedule of Monday to Friday inclusive 7-3 shift with every weekend off plus Holidays as per Article 10.16.

If it is determined that it is not operationally possible to maintain Kim Grant's current schedule of working Monday to Friday, day shift only, then Kim Grant shall follow a rotational schedule.

Her remuneration will follow that of a RN2 in the Collective Agreement. The position occupied by Kim when vacated will be utilized in a manner that will be the Employer's discretion provided it meets the need of the Collective Agreement.

The Parties have signed this Letter of Understanding this _____ day _____, 2014.

FOR THE EMPLOYER:

FOR THE UNION:



Janet Hazelton, President



Chris VanZoost, Vice President

LETTER OF UNDERSTANDING*

Between
the NSNU Locals of Whitehills LTCC and Admiral LTCC
And
the Management of the Whitehills LTCC and Admiral LTCC Facility

Re: Savita Rosenow

The above named is a Graduate Nurse.

Her remuneration is as follows:

Expired Rate	Annual	64,715
	Hourly	33.1870
Nov 1, 2012 (+2.5%)	Annual	66,333
	Hourly	34.0169
Nov 1, 2013 (+3%)	Annual	68,323
	Hourly	35.0374

The position occupied by this Nurse when vacated will be utilized in a manner that will be the Employer's discretion provided it meets the need of the Collective Agreement. Her compensation will be adjusted as per the percentage increases in Appendix "A" as shown in the table above.

The Parties have signed this Letter of Understanding this _____ day _____, 2014.

FOR THE EMPLOYER:

FOR THE UNION:



Janet Hazelton, President



Chris VanZoost, Vice President

LETTER OF UNDERSTANDING*
Between

Nova Scotia Nurses' Union
And
GEM Health Care Group

Re: Responsibility Pay for Present Incumbents at Heart of the Valley LTCC

This Letter of Understanding confirms the understanding by both the Employer and the Union that the LPNs who are employees of Heart of the Valley LTCC as of the date of signing of the renewed Collective Agreement 2012-2014, shall receive Responsibility Pay as follows:

Heart of the Valley LTCC only

In the event that the Employer designates a Licenses Practical Nurse to assume responsibility in the absence of a Registered Nurse in the facility, the Licensed Practical Nurse shall be paid at the start hourly rate on the RN1 scale in Appendix "A"

LPNs who become employees at Heart of the Valley LTCC after the date of signing of the 2012-2014 Collective Agreement shall be compensated as per Article 8.06 of the Collective Agreement.

The Parties have signed this Letter of Understanding this _____ day of _____, 2014.

FOR THE EMPLOYER:

FOR THE UNION:



Janet Hazelton, President



Chris VanZoost, Vice President

MEMORANDUM OF AGREEMENT #6*

Re

Twelfth (12th) Holiday (Melville Lodge, Melville Gardens, Whitehills LTCC and Admiral LTCC)

WHEREAS, the Nurses at Melville Lodge, Melville Gardens, Whitehills LTCC and Admiral LTCC retain the twelfth (12th) holiday and,

AND WHEREAS, the consolidated Collective Agreement under Article 10.16 and 10.20 only reference eleven (11) holidays,

THEREFORE, the following Articles shall be amended:

10.16* Holidays

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

- | | |
|-------------------|----------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Floater | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. July 1 | 11. Boxing Day |
| 6. Floater | 12. February Holiday |

10.20* Entitlement to Paid Holiday Leave Credits

Paid holiday leave credits shall be earned by a Nurse on the basis of regular hours paid. A Nurse shall accumulate entitlement on the basis of one (1) hour of holiday credit for each 21.6 regular hours paid (including the straight time hourly equivalent to overtime hours worked) to a maximum accrual of 90 hours of holiday credits in a fiscal year period.

The Parties have signed this Letter of Understanding this _____ day _____, 2014.

FOR THE EMPLOYER:

FOR THE UNION:



Janet Hazelton, President



Chris VanZooft, Vice President

APPENDIX “1” Dental Plan*

Dental benefits and arrangements for the sharing of the costs of premiums will be extended to those Nurses not currently covered by such a plan in accordance with the following Memorandum. This Memorandum shall be incorporated as part of those collective agreements where dental plan coverage has not been negotiated.

Except for cases where existing cost share arrangements provide for an Employer cost share portion of less than that specified in the MOA on the dates specified, all existing arrangements for the provision of dental benefits currently in place under collective agreements in the nursing home sector already negotiated by NSNU shall remain in place and remain unaffected by this Memorandum.

In those cases where the Employer cost share is less than that specified in the MOA, the collective agreement will be amended to require the cost share formula in the MOA, as of the dates specified.

Memorandum of Agreement

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

1. The Employer will make every effort to make Dental benefits available to eligible permanent employees in the bargaining unit effective within three (3) months following the signing of this Collective Agreement.
2. Subject to the eligibility requirements of the plan selected by the Employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The Employer will receive input through the UMCC committee before making a final decision on plan selection. The intent of this provision is to endure that the selection of dental plan by any given Employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.

Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.