



COLLECTIVE AGREEMENT

BETWEEN

**HIGHLAND MANOR
NURSING HOME FOR SPECIAL CARE**

- AND -

NOVA SCOTIA NURSES' UNION

**April 11, 2013 - October 31, 2014
NEIL'S HARBOUR, NOVA SCOTIA**

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	
1.00 Preamble	1
ARTICLE 2 - RECOGNITION	
2.00 Exclusive Bargaining Agent	1
ARTICLE 3 - MANAGEMENT RIGHTS	
3.00 Management Rights	1
ARTICLE 4 - DEFINITIONS	
4.00 "Registered Nurse"	2
4.01 "Temporary License and Transitional License"	2
4.02 "Graduate Practising License"	2
4.03 "Nurse"	2
4.04 "Regular Nurse"	3
4.05 "Gender(s)"	3
4.06 "Full-Time Nurse"	3
4.07 "Casual Nursing Employee(s)"	3
4.08 "Part Time Nurse"	3
4.09 "Status "	3
4.10 "Temporary Position "	3
4.11 "Probationary Period"	4
4.12 "Mutually Agreed" or "Mutual Agreement"	5
4.13 "Mutually Agreed between the Parties"	5
4.14 "Immediate Family"	5
4.15 "Spouse"	5
4.16 "Union"	5
4.17 "Local Union"	5
4.18 "Union Management Consultation Committee"	5
4.19 "Employer"	6
4.20 "Regular Hours Paid "	6
4.21 "Availability"	6
4.22 "Holiday"	6
4.23 "Employment Service"	6
4.24 "Pension Plan"	6
ARTICLE 5 - UNION REPRESENTATION	
5.00 Collective Agreement Administration	7
5.01 Acquaint Newly Hired Nurses	7
5.02 Union Orientation	7
5.03 Bulletin Board	7
5.04 Assistance of NSNU Representative	7
5.05 Notice of Participants	8
5.06 Notification of Representatives	8
5.07 Leave for Union Negotiations	8
5.08 Leave for Union Business	8

5.09	Leave of Absence for the Full-Time President	9
5.10	Mutual Agreement	10
5.11	Reproduction of the Agreement	10
 ARTICLE 6 - DUES DEDUCTIONS AND UNION SECURITY		
6.00	Membership in the Union	10
6.01	Deduction of Union Dues	10
6.02	Notification of Changes to the Union	11
6.03	Notification of Deductions on T4 Slips	11
6.04	Employer Indemnity	11
6.06	Professional Registration Dues	11
 ARTICLE 7 - HOURS OF WORK		
7.00	Standard Hours of Work	12
7.01	Continuous Assignment to a Shift	12
7.02	Meal and Rest Breaks	12
7.03	Hours between Scheduled Shifts	13
7.04	Scheduled Days Off	13
7.05	Scheduled Weekends Off	13
7.06	Scheduling Hours of Work	13
7.07	Changed Schedules/Changed Shifts	14
7.08	Nursing Coverage	15
7.09	Reporting for a Scheduled Shift	15
7.10	Call Back after Leaving Work	15
7.11	Overtime	15
7.12	Overtime Entitlement	16
7.13	Payment of Overtime	16
7.14	Banking Overtime	16
7.15	Semi-Annual Time Change	16
 ARTICLE 8 - SALARIES / INCREMENTS / PREMIUMS		
8.00	Recognition of Previous Experience	16
8.01	Movement on Increment Scale for Regular Nurses	17
8.02	Pay Days	17
8.03	Pay Practices	18
8.04		18
	Daytime Assignment	18
8.05	Shift Premium	18
8.06	Weekend Premium	18
8.07	Education Premium	18
8.08		19
8.09	New Classification	19
 ARTICLE 9 - LEAVE OF ABSENCE		
9.01	Bereavement Leave	19
9.02	Leave Without Pay	19
9.03	Leave of Absence for Education	20
9.04	Court Leave	20
9.05	Deduction of Court Fees	21

9.06	Public Office Leave	21
9.07	Leave for Storm Or Hazardous Conditions	21
9.08	Compassionate Care Leave	22
9.09	Return to Work after Leave of Absence	23
9.10	Working During Leave of Absence	23
 ARTICLE 10 - VACATIONS AND STATUTORY HOLIDAYS		
10.00	Annual Vacation Accumulation	23
10.01	Vacation Entitlement	24
10.02	Annual Vacation Pay	24
10.03	Vacation Carry Over	24
10.04	Annual Vacation Cut Off Date	25
10.05	Summer Vacations	25
10.06	Vacation Scheduling	25
10.07	Recall from Vacation	25
10.08	Vacation Substitution	25
10.09	Winter Vacations	25
10.10	Recognized Holidays	26
10.11	Hours Worked during Holidays	26
10.12	Entitlement to Paid Holiday Leave Credits	26
10.13	Christmas and New Years Day Off	27
10.14	Holiday and Sick Leave Pay	27
10.15	Cancellation of a Nurse's Vacation Plan	27
 ARTICLE 11 - SENIORITY, AND LAY OFF		
11.00	Seniority Defined	27
11.01	Seniority Lists	27
11.02	Loss of Seniority and Employment	28
11.03	Loss of Service and Employment	28
11.04	Loss of Seniority	28
11.06	Order of Layoffs	29
11.07	Notice of Lay Offs	29
11.08	Notice of Recall	30
11.09	Vacancies	30
11.10	Working	30
 ARTICLE 12 - VACANCIES AND PROMOTIONS		
12.00	Posting Vacancies	31
12.01	Selection of Applicants for Vacant Positions	31
12.02	Trial Period	31
12.03	Filling Vacant Positions on an Interim Basis	32
 ARTICLE 13 - PREGNANCY / PARENTAL LEAVES		
13.00	Pregnancy/Birth Leave	32
13.01	Pregnancy Leave Notice	33
13.02	Pregnancy Leave - Employer Requirement	33
13.03	Pregnancy Sick Leave	33
13.04	Pregnancy/Birth Allowance	34
13.05	Parental and Adoption Leave	35

13.06	Parental and Adoption Leave Allowance	35
13.07	Pregnancy/Birth and Parental and Adoption Leave Deferral	36
13.08	Return to Work	37
13.09	Service and Seniority Continuation	37
13.10	Group Benefit Plan Continuation	37
13.11	Special Leave - Birth	37
13.12	Special Leave - Adopted Child	37
13.13	Bridging of Service	37
 ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE		
14.00	Grievance Defined	38
14.01	Grievance Procedure	38
14.02	Termination of Employment	39
14.03	Question of General Application or Interpretation	39
14.04	Pre Hearing Disclosure	39
14.05	Time Limits are Directory	40
14.06	Grievance by the Employer	40
14.07	Right to Union Representation	40
14.08	No Arbitration except through Procedure	40
14.09	Single Arbitrator unless Agreement for Board	40
14.10	Selection of a Single Arbitrator	40
14.11	Rendering Arbitration Decision	41
14.13	Powers of Arbitrator or Board of Arbitration	41
14.14	Arbitration Fees	41
14.15	Working Days Defined for Grievance & Arbitration Process	41
14.16	Grievance Settlement	41
 ARTICLE 15 - STAFF DEVELOPMENT		
15.00	Letter of Appointment	41
15.01	Job Description	41
15.03	Mentorship Responsibilities	42
15.04	Posting Pertinent Information	42
15.05	In-Service Programs	42
15.06	Mandatory In-services or Training Programs	42
15.07	Voluntary Continuous Learning	43
15.08	Technological Change	43
15.09	Time for Accreditations	43
 ARTICLE 16 - SAFETY / HEALTH / BENEFITS		
16.00	Report of Injury on Duty	43
16.01	Workers' Compensation Supplement	43
16.02	Sick Leave while waiting for Workers' Compensation Benefits	44
16.03	WCB and Return to Work	44
16.04	Occupational Health & Safety	45
16.05	Participation in Joint Occupational Health and Safety Committee	45
16.06	Group Dental, Health and Welfare Plans	45
16.07		45
Meals		45
16.08		46

Damages of Personal Effect	46
ARTICLE 17 - WORKLOAD	
17.00 Workload	46
ARTICLE 18 - PROHIBITION OF DISCRIMINATION	
18.00 Prohibition Of Discrimination	46
18.01 Policy on Harassment	46
ARTICLE 19 - PENSION PLAN / RETIREMENT ALLOWANCE	
19.00 Pension Plan	47
19.01 Retirement Allowance	47
19.02 Registered Nurse Retention Bonus	47
19.03 Retiree Recruitment Incentive	47
ARTICLE 20 - SICK LEAVE	
20.00 Sick Leave	48
20.01 Statement of Sick Leave Credits	48
20.02 Sick Leave Medical/Dental; Family: Emergency	48
20.03 Return to Work from Sick Leave	49
20.04 Confidentiality Of Health Information	49
20.05 Certificates And Examinations	50
20.06 Union Representation	50
ARTICLE 21 - TERMINATION OF EMPLOYMENT	
21.00 Resignation	50
21.01 Successors Benefits	50
21.02 Termination of a Nurse	51
21.03 Disciplinary Measures	51
ARTICLE 22 - ALCOHOL AND DRUG DEPENDENCY	
22.00 Program of Rehabilitation	51
ARTICLE 23 - PERSONNEL FILES / PERFORMANCE APPRAISALS	
23.00 Performance Appraisal	52
23.01 Peer Review Programs	52
23.02 Access to Personnel File	52
23.03 Evidence from Personnel File	52
23.04 Copies from Personnel File	52
23.05 Disciplinary Records	52
ARTICLE 24 - LETTERS AND MEMORANDUMS OF AGREEMENT	
24.00 Letters of Agreement and Memorandums of Agreement	53
ARTICLE 25 - PORTABILITY OF BENEFITS	
25.00 Nurse Mobility	53
25.01 Canadian Nurse Portability	53
25.02 Seniority Portability	54

ARTICLE 26 - CONTRACTING OUT	
26.00 Restrictions on Contracting Out	54
ARTICLE 27 - WEEKEND NURSE	
27.00 Defining Weekend Nurse Position	54
ARTICLE 28 - UNION MANAGEMENT CONSULTATION COMMITTEE	
28.00 Union Management Committee	54
28.01 Frequency of Meetings	54
28.02 Jurisdiction of Committee	54
28.03 No Loss of Pay	55
ARTICLE 29 - TERM OF AGREEMENT	
29.00 Term of the Agreement	55
29.01 Nurses who left the Employ of the Employer	56
29.02 Retroactivity	56
29.03 No Strike / No Lockout	56

ARTICLE 1 - PREAMBLE

1.00 Preamble

Whereas it is the desire of the Union and the Employer:

- (a) To maintain and improve the harmonious relationship between the Employer and the Union;
- (b) To recognize the value of joint discussions and negotiations in matters pertaining to working conditions and employment services;
- (c) To set forth certain terms and conditions of employment;
- (d) To maintain professional standards;
- (e) To encourage efficiency in operation;
- (g) To promote morale, well-being and security of Nurses;
- (h) To ensure uninterrupted service to the Employer;

Therefore the Parties agree as follows:

ARTICLE 2 - RECOGNITION

2.00 Exclusive Bargaining Agent

The Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent all full-time and regular part-time Registered Nurses and Graduate Nurses employed by Highland Manor, excluding the Director of Care (Nursing Floor Manager) and all those persons excluded by paragraphs (a) and (b) of Subsection of Section 2 of the Trade Union Act.

ARTICLE 3 - MANAGEMENT RIGHTS

3.00 Management Rights

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. Without limiting the foregoing, the Union

recognizes that:

- (a) all positions established by the Employer are essential and important to the provision of quality of care for clients; and
- (b) the Employer has the right to define an attendance improvement policy including the right to maintain and review attendance records for Nurses.

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 Highland Manor 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 thereunder, shall be paid at the rate of RN 1, until such time as the individual obtains an active practising license, when she or he will move to the appropriate classification for the position (RN 2, RN 3, etc.). The Anniversary Date will be the original date of employment as a Nurse with a "temporary license". A Nurse who holds a "transitional license" will be placed at the appropriate level on the increment scale for the appropriate classification for the position (RN 2, RN 3, etc.).

4.02 "Graduate Practising License"

A Nurse who holds a "graduate practising license" as that term is defined under the Licensed Practical Nurses Act, S.N.S. 2006 c. 17 and Regulations made thereunder, shall be paid at the rate of LPN 1, until such time as the individual obtains an active practising 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 practising 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).

4.03 "Nurse"

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

4.04 "Regular Nurse"

is a Nurse who occupies a permanent Part-Time or Full-Time position as an employee of the Employer.

4.05 "Gender(s)"

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.

4.06 "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.

4.07 "Casual Nursing Employee(s)"

is one who works on a day to day basis as required and who is excluded from the bargaining unit. The terms and benefits of this Collective Agreement do not apply to Casual Nursing Employee(s).

4.08 "Part Time Nurse"

is a Nurse hired to a position to work on a regular or temporary basis that is less than the work period of a Full-Time Nurse. Accrued benefits (other than eligible Group Insurance Benefits Plans) under this agreement for Part-Time Nurses shall be pro-rated on the basis of Regular Hours Paid to Full-Time hours.

4.09 "Status "

means an individual Nurse's job defined as a percentage of full-time hours as set out in the appointment letter referred to in **Article 15.00**.

4.10 "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 leave benefits of the Agreement on a pro rata basis to regular hours paid to a maximum of the entitlement for a Full Time 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 consecutive work weeks or more, the Employer shall post the position pursuant to **Article 12.00** 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 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 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 status, or if it has been discontinued, to an equivalent position.
- (g) The Employer may require a Nurse to fill at least eight (8) weeks of the temporary vacancy before such a Nurse is eligible to apply for another temporary vacancy unless the new temporary vacancy is for substantially more regular hours or for a longer term.

4.11 "Probationary Period"

- (a) means that period for newly hired Nurses up to 720 hours worked. Employment may be confirmed or terminated at any time during this period. Operational requirements permitting, the Employer shall conduct an appraisal of the Nurse while on a probationary period at approximately the midpoint of the probationary period and at the completion of the period. This probationary period may be extended by mutual agreement between the Employer and a Union representative of the Union Management Consultation Committee
- (b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary Nurse shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- (c) Any Nurse who resigns after completing her probationary period but who is rehired by the same Employer within six (6) months of her resignation shall be required to serve a probationary period of up to 360 hours worked. This probationary period may be extended by mutual agreement

between the Employer and a Union Representative of the Union Management Consultation Committee.

4.12 "Mutually Agreed" or "Mutual Agreement"

referred to throughout this Agreement, means a Temporary Agreement between a Nurse and the Employer.

4.13 "Mutually Agreed between the Parties"

referred to throughout this Agreement, means a Written Agreement between the Employer and the Union.

4.14 "Immediate Family"

means 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 and the legal ward of the Nurse. The "in law" legal and "step-relative" relationships referred to in this provision will only be considered "Immediate Family" in cases where it is a current relationship at the time the benefit is claimed.

4.15 "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.

4.16 "Union"

means the Nova Scotia Nurses Union.

4.17 "Local Union"

means the Highland Manor Local of the Nova Scotia Nurses Union.

4.18 "Union Management Consultation Committee"

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

4.19 "Employer"

means Highland Manor.

4.20 "Regular Hours Paid "

subject to **Article 10.00** and **Article 10.12**, means hours paid by the Employer including actual hours worked, paid vacations, paid holidays, paid sick leaves, and any other paid leaves for which a Nurse is compensated by the Employer, but excludes overtime hours and hours paid by a third party.

4.21 "Availability"

means the defined and accepted availability of Part-Time Nurses to work additional hours in accordance with the guidelines established Employer policy. Should additional shifts become available they shall be offered to Nurses or Casual Nursing Employees who have indicated their availability to work extra shifts on a straight time basis.

4.22 "Holiday"

means those shifts which commence on the calendar date of the Holiday.

4.23 "Employment Service"

means the years and fraction of years represented by any periods of continuous employment with the Employer including any periods of disability leaves, any periods of parenting or pregnancy leaves and any period of absence without pay for educational reasons, provided the employee resumes employment immediately following the end of such leave, but excluding periods of suspension from employment or other unpaid leaves.

4.24 "Pension Plan"

means the Nova Scotia Association of Health Employee Pension Plan (NSHEPP) or successor defined benefits pension plan.

ARTICLE 5 - UNION REPRESENTATION

5.00 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.

5.01 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.

5.02 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.

5.03 Bulletin Board

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.

5.04 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.

5.05 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.

5.06 Notification of Representatives

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.

5.07 Leave for Union Negotiations

- (a) Two representatives designated by the Union shall be allowed leave of absence without pay when in direct negotiations with the Employer.
- (b) In the event that a Nurse is a member of the Provincial Negotiating Committee ("PNC"), the Employer will make every reasonable effort to accommodate time off for the Nurse to participate in Union caucus meetings and direct negotiations with any multiple employer group bargaining table, subject to operational requirements.
- (c) 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. Where subsequent retroactivity of wages or benefits are incurred by the Employer, the Employer may subsequently invoice the Union for the supplementary retroactive total cost of wages and benefits paid and the Union shall pay forthwith the total amount subsequently invoiced.

5.08 Leave for Union Business

- (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 5.07)* to attend such Board or Committee meetings.
- (d) Periods during which a Nurse is on a leave of absence for Union business shall be deemed to be time worked and paid for the purpose of Service, Seniority and accumulation of benefits.
- (e) At the request of the Nova Scotia Nurses' Union, the Employer will maintain pay at the regular rates and benefit coverage for those Nurses who have been granted Leaves of Absence without pay for Union business and the Employer will invoice the Nova Scotia Nurses' Union, 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.
- (f) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay, the Employer will make every reasonable effort not to cancel Union Leave once it has been approved.

5.09 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.

5.10 Mutual Agreement

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

5.11 Reproduction of the Agreement

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

ARTICLE 6 - DUES DEDUCTIONS AND UNION SECURITY

6.00 Membership in the Union

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 Deduction of Union Dues

- (a) It shall be a condition of employment for all Nurses in the Bargaining Unit, that dues 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.

- (b) The Union shall advise the Employer in writing of the amount of dues payable.
- (c) 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.
- (d) The Employer agrees to deduct dues in arrears when requested in writing by the Union to do so, and the Union agrees to make refund to a Nurse concerned when there is an over deduction of dues.

6.02 Notification of Changes to the Union

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

6.03 Notification of Deductions on T4 Slips

When income tax (T4) slips are processed, the Employer shall detail the amount of Union dues paid by each Nurse in the previous year.

6.04 Employer Indemnity

The Union shall indemnify and save the Employer harmless from any liability or action that may arise out of any deductions made from the pay of any Nurse pursuant to this Article.

6.06 Professional Registration Dues

The Employer may deduct the annual professional registration dues payable by a Nurse from the salary of the Nurse on written request by the Nurse. It is the responsibility of Nurses to provide the Employer with the required information regarding licensing in a timely manner. It is the responsibility of the Nurse to ensure that all registration information is currently submitted to their College within the submission deadline date.

ARTICLE 7 - HOURS OF WORK

7.00 Standard Hours of Work

- (a) The standard hours of work for a Regular Full-Time Nurse shall consist of paid eight (8) and/or twelve (12) hours shifts or a combination of both, to average two thousand and eighty (2080) hours per annum. Nurses may be required to rotate through days, evenings and nights. The Employer shall not eliminate twelve (12) hours shifts for all Regular Full-Time Nurse positions unless mutually agreed between the parties.
- (b) The twelve (12) hour shifts shall consist of the following:
 - (i) Two (2) paid thirty (30) minute meal breaks; and
 - (ii) Two paid fifteen (15) minute rest breaks.
- (c) The eight (8) hour shifts shall consist of the following:
 - (i) One (1) paid thirty (30) minute meal breaks;
 - (ii) Two paid fifteen (15) minute rest breaks.
- (d) Subject to the prior approval by the Employer, Regular Full-Time Nurses shall be permitted to work eight (8) hour shifts rather than twelve (12) hour shifts on December 24th, 25th and January 1st provided that such arrangement is operationally feasible and that the Nurses involved are able to secure an agreement amongst themselves to maintain the required coverage and further provided that no additional costs are accrued to the Employer.
- (e) Except as otherwise provided for in this Collective Agreement, a Memorandum of Agreement between the Union and the Employer shall be concluded in advance of any agreed upon changes in shift length from the usual shifts as set out in Article 7.00 (a).

7.01 Continuous Assignment to a Shift

Notwithstanding the standard of rotating shifts set out in **Article 7.00**, a Nurse is not precluded from being continuously assigned to a day, evening, night or weekend shift if it is Mutually Agreed.

7.02 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) Operational requirements may require that Nurses remain on the nursing unit or within the facility for their designated meal and rest break(s).
- (d) 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.
- (e) Nurses shall be permitted to combine meal and/or rest break(s) where operationally possible.
- (f) Where operational requirements prevent a nurse from having an uninterrupted meal and/or rest break(s) and it is not possible to reschedule the missed break(s) or a portion of the break(s) during the remainder of the shift, the Nurse shall be compensated at one and one half times (1.5x) the Nurse's hourly rate for the period of the rest and meal break(s) missed.

7.03 Hours between Scheduled Shifts

There shall be a minimum of twelve (12) hours between regularly scheduled shifts unless mutually agreed upon otherwise.

7.04 Scheduled Days Off

Each Full-Time Nurse shall receive scheduled days off in each two (2) week period in accordance with their rotation schedule.

7.05 Scheduled Weekends Off

Each Full Time Nurse shall receive weekends off in accordance with their rotation schedule unless there is mutual agreement between the Nurse and the Employer.

7.06 Scheduling Hours of Work

- (a) The Hours of work shall be posted two (2) weeks in advance of the schedule to be worked.
- (b) The schedule will cover a period of not less than two (2) weeks nor more than four (4) weeks, with the exception of the schedule covering the

summer season which shall normally be posted by June 30th and the schedule covering the Christmas season which shall normally be posted by November 15th.

- (c) At least two weeks before the schedule is due to be posted, a Nurse may request in writing specific days off and the request shall be granted where operationally possible and at no additional costs to the Employer.
- (d) With the consent of the Employer, it shall be permissible for two Nurses to exchange their shifts or their days off. The Employer shall not be penalized or be required to incur additional costs by such exchange of shifts.
- (e) A Nurse is responsible to work all of the hours or shifts scheduled by the Employer in accordance with the Nurse's employment status (full-time, part-time). Where, without prior approval of the Employer, a Nurse drops scheduled hours or shifts or otherwise fails to fulfill the Nurse's responsibility to work according to the Nurse's employment status obligation in a pay period, the Nurse may be disciplined and the Employer, at its discretion, may deduct the dropped scheduled hours from accrued holiday or vacation hours banked.

7.07 Changed Schedules/Changed Shifts

- (a) The Employer shall make every reasonable effort not to change schedules once posted. The Employer shall advise any Nurse of an intended change in the Nurse's schedule as soon as it is known by the Employer.
- (b) A minimum of twenty-four (24) hours notice in advance of a scheduled shift shall be given to the Nurse when the shift to be worked is changed. A change of shift occurs when both the scheduled start time and end time for a scheduled shift are changed or the calendar date of the shift is changed.
- (c) 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.
- (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** of this Collective Agreement.

7.08 Nursing Coverage

Nurses agree to maintain nursing coverage for all units during the shift change subject to the overtime provisions of **Article 7.11**.

7.09 Reporting for a Scheduled Shift

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

7.10 Call Back after Leaving Work

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 7.11**, whichever is greater. This provision shall not apply to Part-Time Nurses who are available as provided in **Article 4.09** and **Article 4.22**, and are called in to work additional shifts.

7.11 Overtime

- (a) Except in extenuating circumstances all overtime must be authorized.
- (b) Subject to **Article 7.07(c)**, overtime shall be compensated at the rate of (1.5X) time and one half for the following:
 - i) Where a Full-Time Nurse works any time beyond their scheduled Full-Time hours or shifts; or
 - ii) Where a Part-Time Nurse works in excess of an average of eighty-four (84) hours in a two (2) week period; or
 - iii) Where a Nurse works in excess of twelve consecutive hours in a shift; or
 - iv) Where overtime is referenced in specific Articles of this Collective Agreement.
- (c) Notwithstanding paragraph (a) iii) above, a Nurse shall not be required to work in excess of sixteen (16) consecutive hours on a shift.
- (d) A Nurse who works in excess of four (4) continuous hours overtime shall be compensated at a rate of two times (2x) the Nurse's regular rate for the overtime worked in excess of the first (1st) four (4) continuous hours of overtime.

7.12 Overtime Entitlement

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

7.13 Payment of Overtime

Overtime shall be paid within two pay periods of its occurrence.

7.14 Banking Overtime

Nurses will be allowed to "bank" a maximum of thirty six hours of overtime over the course of the year, to use at a time that is mutually agreed between the Employer and the Nurse.

7.15 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

8.00 Recognition of Previous Experience

When a Nurse has produced proof or evidence of his/her previous satisfactory recent nursing experience, placement on the salary scale in **Appendix "A"** shall be in accordance with the following provisions. Recognition of previous experience will only be deemed as satisfactory and recent where the Nurse has not been away from active nursing for more than five (5) years. One year of satisfactory recent nursing experience for the purpose of initial placement of a Nurse on the salary scale shall be equivalent to 2080 Regular Hours Paid.

- (a) A Nurse with less than one (1) year of satisfactory recent nursing experience shall be placed at the start rate of the salary scale of **Appendix "A"**.
- (b) A Nurse with a minimum of one (1) year of satisfactory recent nursing experience shall be placed at the one (1) year rate of the salary scale of **Appendix "A"**.
- (c) A Nurse with a minimum of two (2) years of satisfactory recent nursing

experience shall be placed at the two (2) year rate of the salary scale of **Appendix "A"**.

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

8.01 Movement on Increment Scale for Regular Nurses

- (a) Anniversary Date for the purposes of Article 8 means the date of the first shift worked in a Regular position.
- (b) On a year to year basis following the Anniversary Date the Nurse shall be advanced to the next level on the increment scale within the Nurse's classification as listed in **Appendix "A"**
- (c) The original Anniversary Date is portable pursuant to the provisions of **Article 25**.
- (d) When a Nurse is appointed to a position with a higher classification and pay scale, the original Anniversary Date does not change and the Nurse is placed at the level on the increment scale appropriate based on the Anniversary Date.
- (e) A Nurse must commence a new Anniversary Date if the Nurse assumes a new professional designation.
- (f) The annual increment becomes payable to the Nurse on the next regular pay date after the adjustment.

8.02 Pay Days

- (a) The Employer shall pay each Nurse every two (2) weeks. The amount shall be in accordance with the applicable hourly rate for the Nurse's classification and increment level listed in **Appendix "A"**. Payment will

include regular pay and will include any other income earned during the preceding pay period. Every effort will be made to supply requested information to a Nurse as to the amount paid on or before pay day.

- (b) In the event that an error made by the Employer results in a Nurse not receiving four (4) or more hours or wages earned in any one pay period, the Employer will endeavour to adjust the error and pay the wages within two (2) business days of the error having being identified.

8.03 Pay Practices

The Employer recognizes the importance of regularity in pay practices and to the greatest extent possible the Employer will not alter the payment routines. Nurses will be notified in writing by the Employer not less than sixty (60) days in advance of a change to the pay practices.

8.04 Daytime Assignment

Notwithstanding **Article 7.01**, where the Employer implements a schedule for a Registered Nurse(s) involving a position(s) that is included in the bargaining unit, and that such a schedule consists entirely of daytime assignments, the schedule shall be offered by the Employer to the Registered Nurses on the basis of seniority. The offer of a daytime assignment on the basis of seniority shall not apply to a position or assignment that is supervisory in nature.

8.05 Shift Premium

A shift differential premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid to a Nurse for each hour worked between 1900 hours and 0700 hours. This premium shall increase to one dollar and eighty-five (\$1.85) per hour effective October 31, 2014.

8.06 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 and eighty-five (\$1.85) per hour effective October 31, 2014.

8.07 Education Premium

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

8.08 Facility Responsibility Pay

In the absence of management staff, the Employer may designate a Nurse to be responsible for the facility. If designated, the Nurse will receive a premium of one (\$1.00) per hour for each hour worked with the designated responsibility.

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.

ARTICLE 9 - LEAVE OF ABSENCE

9.01 Bereavement Leave

- (a) If a death occurs in the immediate family of a Nurse, as defined in **Article 4.14** when the Nurse is at work, or scheduled to go to work, then the Nurse shall be granted bereavement leave with pay for the remainder of the Nurse's tour of duty for that day.
- (b) In the event of a death in the Nurse's Immediate Family, the Nurse shall be granted five (5) consecutive days leave of absence effective midnight following the death. The Nurse shall be paid for all shifts the Nurse would normally be scheduled to work during those five (5) days leave if the death had not occurred.
- (c) Up to two (2) consecutive days bereavement leave with pay shall be granted for the purpose of attending the funeral of a brother-in-law or sister-in-law, aunt or uncle, niece or nephew provided that such day is the Nurse's normally scheduled working day.
- (d) A Nurse who would be on leave of absence other than bereavement leave shall not be eligible for bereavement leave with pay. In the event of bereavement, during the nurse's vacation, said bereavement leave shall be substituted for vacation during this period of time.

9.02 Leave Without Pay

- (a) Subject to operational requirements, the Employer may grant a leave of absence without pay for personal reasons.

- (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.

9.03 Leave of Absence for Education

- (a) The Employer may grant a leave of absence without pay for educational purposes to a Nurse who has been employed for a minimum of one year. Such leave must be requested at least three (3) months in advance of the requested commencement date and the nature of the educational program must be directly related to the skills and requirements of the Employer.
- (b) A Nurse on Education Leave shall retain those benefits which accrued up to the time the Nurse commenced the leave of absence. The Nurse shall retain Seniority during leave of absences.
- (c) On return, the Nurse shall return to the same or equivalent previous position and appointment status that the Nurse had prior to commencing the leave, unless mutually agreed upon otherwise.
- (d) A Nurse on Education Leave may be permitted to work for the Employer while on Education Leave subject to the principles set out in **Article 9.10**.
- (e) Subject to the provisions of the applicable benefits plans, a Nurse on an educational leave of absence may maintain membership in the plans if the Nurse agrees to pay both the Employer and Employee share of the contributions.

9.04 Court Leave

- (a) 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:
 - i) to serve on a jury, (including the time spent in the jury selection process); or
 - ii) by subpoena or summons to attend as a witness in any proceedings for a matter related to the Nurses' own employment:

in or under the authority of a court or tribunal; or

before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

- iii) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (b) The leave of absence shall be sufficient in duration to permit the Nurse to fulfill the witness or jury obligation.
- (c) The Nurse shall advise the Employer as soon as possible after receipt of a jury notice or subpoena.

9.05 Deduction of Court Fees

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.

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 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 take the absent time as unpaid; or deduct the absent

time from accumulated overtime, holiday time or vacation; or 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.

9.08 Compassionate Care Leave

- (a) A Nurse who has been employed by the Employer for a period of at least three (3) months is entitled to an Unpaid Leave of Absence of up to eight (8) weeks to provide care or support to the Nurse's immediate family Nurse's immediate family, as defined in **Article 4.14** or any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code, as amended from time to time
- (b) This Unpaid Leave of Absence applies 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.
- (c) 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.
- (d) 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.
- (e) Where the Nurse opts in writing to maintain membership in the benefits plans, the Nurse shall enter into an arrangement with the Employer to pay the cost required to maintain membership, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

9.09 Return to Work after Leave of Absence

- (a) Before a Nurse may return to work from a leave granted under **Article 9.00**, the Nurse must provide a minimum of four (4) weeks written notice of the specific date of 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 the Nurse's former position unless the position has been discontinued, in which case the Nurse shall be appointed to an equivalent position.
- (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.

9.10 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 Nursing Employee for the purpose of determining pay and benefits, excluding provisions for accumulation of Seniority and movement along the increment scale.

ARTICLE 10 - VACATIONS AND STATUTORY HOLIDAYS

10.00 Annual Vacation Accumulation

Paid vacation leave credits shall be earned on the basis of regular hours paid. The term "Regular hours paid" for the purpose of calculating paid vacation leave credits shall include the straight time hourly equivalent of overtime hours worked to the applicable maximum annual vacation entitlement as set out below.

10.01 Vacation Entitlement

Nurses shall receive vacation with pay in accordance with their accrued vacation credits based on years of Employment Service as defined in **Article 4.23**. Vacation credits shall accumulate to the Nurse and vacation time shall be granted on the following basis:

- (a) Effective the date of hire:
 - i) vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 Regular Hours Paid to a maximum of 120 hours. (6%);
 - ii) with sufficient vacation pay credits, the Nurse shall be entitled to schedule three (3) weeks of vacation time off.
- (b) Effective on the commencement of the fifth (5th) year of service:
 - i) vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.000 Regular Hours Paid to a maximum of 160 hours (8%);
 - ii) with sufficient vacation pay credits, the Nurse shall be entitled to schedule four (4) weeks of vacation time off.
- (c) Effective on the commencement of the fifteenth (15th) year of service:
 - i) vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.400 Regular Hours Paid to maximum of 200 hours. (10%);
 - ii) with sufficient vacation pay credits, the Nurse shall be entitled to schedule five (5) weeks of vacation time off.

10.02 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.

10.03 Vacation Carry Over

Vacation should be taken in the year in which it becomes owing to the Nurse and shall not be carried over from one year to another. 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.

10.04 Annual Vacation Cut Off Date

The cut off date for using accumulated vacation credits shall be March 31.

10.05 Summer Vacations

No vacation of longer than two (2) weeks shall be taken between July 1 and August 31, unless there is vacation time remaining in that period and operational requirements can be met and staff is available.

10.06 Vacation Scheduling

- (a) Paid vacation time off shall be scheduled by the Employer at a time mutually agreed between the Nurse and the Employer. Vacation requests may be for any period during the year.
- (b) Employees shall submit their summer vacation requests by June 15th and vacation approvals shall be posted by June 30th of each year.
- (c) 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.

10.07 Recall from Vacation

Any Nurse required to work during the Nurse's vacation will be paid at the rate of two (2X) times the Nurse's regular rate of pay for all hours worked.

10.08 Vacation Substitution

- (a) Sick leave may be substituted for vacation interrupted where it can be established by the Nurse to the satisfaction of the Employer that an illness or accident occurred prior to vacation and that illness or accident was such that the vacation of the Nurse was interrupted.
- (b) In the event of a death in the immediate family of a Nurse during a vacation period, the Nurse may change the status of the vacation leave to bereavement leave commencing on the calendar day following the day of the death of the immediate family member.
- (c) The period of vacation so displaced in sub-section (a) and (b) of this Article shall be reinstated for use at a later date to be mutually agreed.

10.09 Winter Vacations

No vacations will be scheduled between December 20th and January 5th unless the Home can allow a Nurse to be away, keeping in mind the proper operation of

the Home.

10.10 Recognized Holidays

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

New Year's Day	Labour Day
Good Friday	Easter Monday
Thanksgiving Day	Remembrance Day
Victoria Day	Christmas Day
July 1	Boxing Day
1 st Monday in August	

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.

10.11 Hours Worked during Holidays

- (a) Nurses required to work on the foregoing recognized holidays shall be paid at the rate of time and one-half (1.5 x) their normal hourly rate of pay.
- (b) Nurses required to work overtime in excess of their regularly scheduled shift on a holiday shall receive overtime compensation at the rate of double times (2X) their normal hourly rate of pay.

10.12 Entitlement to Paid Holiday Leave Credits

- (a) 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 23.7 regular hours paid (including the straight time hourly equivalent to overtime hours worked) to a maximum accrual of eighty-eight 88 hours of holiday credits in a fiscal year period.
- (b) Nurses required to work on any of the foregoing recognized holidays, may request to be scheduled a banked holiday on an alternate day mutually agreed between the Nurse and the Employer.
- (c) Nurses shall have accrued holiday credits paid out by March 15th each year.
- (d) Nurses shall be allowed to accumulate a maximum of six (6) holidays for use at a later time, such time to be by mutual agreement between the Employer and the Nurse.

10.13 Christmas and New Years Day Off

A Nurse shall have either Christmas or New Year's Day off unless otherwise mutually agreed. Every effort will be made to try and schedule two (2) other statutory holidays as listed in **Article 10.10** on the actual day.

10.14 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.

10.15 Cancellation of a Nurse's Vacation Plan

If the Employer unilaterally cancels a Nurse's vacation which it had previously approved and such cancellation results in the Nurse forfeiting the Nurse's deposit on the Nurse's vacation package, the Employer will reimburse that Nurse for the loss of the deposit, providing that the Nurse can show proof of such loss, and that the Nurse has done everything reasonably possible to eliminate or reduce that loss, and in addition the Nurse must advise the Employer that a potential claim exists at the time the Employer proposes to change the vacation.

ARTICLE 11 - SENIORITY, AND LAY OFF

11.00 Seniority Defined

- (a) 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) 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.
- (c) Where a Casual Nursing Employee in a Temporary Position is appointed directly to a Regular Position, Seniority commences on the date of the first shift worked in the Temporary Position. "Appointed directly" shall mean appointment without an interruption for longer than fourteen (14) calendar days.

11.01 Seniority Lists

- (a) The Employer shall post a current Seniority List for Regular Nurses

annually in February for thirty (30) days and provide a copy of same to the Local Union.

- (b) Should the Union, Local Union, or any Nurse allege an error in a Seniority List, a written objection must be sent to the Employer within thirty (30) days of the date the Seniority List in question was first posted by the Employer. All corrected, or final Seniority Lists will be provided by the Employer to the Local Union and shall be deemed to be correct and accurate in all respects.

11.02 Loss of Seniority and Employment

- (a) A Nurse shall lose both seniority and employment in the event that:
 - i) The Nurse is discharged for just cause and is not reinstated.
 - ii) The Nurse resigns or retires from employment.
 - iii) After recall, the Nurse fails to notify the Employer as set out in lay off provisions as set out in **Article 11.08**, unless such notice was not reasonably possible.
 - iv) The Nurse is laid off for more than two (2) years , subject to lay off provisions.
 - v) 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.
 - vi) 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.

11.03 Loss of Service and Employment

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.

11.04 Loss of Seniority

- (a) A Nurse shall lose Seniority in the event that the Nurse has accepted a temporary position with the Employer outside of the Bargaining Unit, or

has been granted a leave of absence from the Nurse's Bargaining Unit position to accept a permanent position with the Employer and remains outside of the Bargaining Unit for more than fifty-six (56) weeks.

- (b) In the event that an appointment to a position as described in Article 11.04 (a), outside the Bargaining Unit is to be longer than specified above, extensions shall only be permissible with the agreement of the Bargaining Unit representatives of the Union Management Consultation Committee . Such agreement shall not be unreasonably denied.
- (c) A Nurse must return to and remain in the Bargaining Unit for a period of at least one (1) month before being employed by the Employer in a position outside of the Bargaining Unit again or the Nurse 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 the Nurse is appointed to a position, as described in Article 11.04 (a), with the Employer outside of the Bargaining Unit following a period of fifty-six (56) weeks.

11.05 No Person Outside the Bargaining Unit Employed

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/or qualifications.

11.06 Order of Layoffs

In the event of lay offs, Nurses shall be laid off in reverse order of seniority and recalled in order of seniority except where the Employer determines that special skills and/or qualifications are required.

11.07 Notice of Lay Offs

- (a) Twenty-eight (28) days' written notice of layoff shall be given to the President of the Local Union and to the Provincial office of the Nova Scotia Nurses' Union except layoff which results from labour disputes or unforeseen circumstances beyond the control of the Employer in which case as much notice as possible will be given.
- (b) The Employer will consult with the Union representatives regarding ways to minimize the adverse effect on the Nurse(s) to be laid off. The Employer may consider additional options presented by the Union. The application of additional options where agreed by the Union and the Employer shall be deemed to not violate the collective agreement.

- (c) Twenty-one (21) days' written notice of layoff shall be given to the affected Nurses except layoff which results from labour disputes or unforeseen circumstances beyond the control of the Employer in which case as much notice as possible will be given.

11.08 Notice of Recall

- (a) A Nurse on layoff shall be notified of opportunities for recall in the most expeditious manner possible including telephone, fax, and in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing. Nurses are responsible for leaving their current address and telephone number(s) with the Employer.
- (b) The Nurse shall indicate their intention to accept or decline the recall opportunity to the Employer within forty-eight (48) hours of receipt of the recall notice. If the Nurse accepts the recall, the Nurse must be available to return to the Employer within two (2) weeks of the notice of recall unless another time period is mutually agreeable between the Nurse and the Employer.
- (c) 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.
- (d) 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.

11.09 Vacancies during Layoffs

- (a) The Employer shall not post or fill vacancies that arise until Nurses on layoff have been considered for such vacancies.
- (b) The Employer will provide available options to Nurses in receipt of layoff notices (by order of seniority) including regular and temporary vacancies that have not been filled. Nurses shall have forty-eight (48) hours to consider available options and to notify the Employer in writing of his or her choice.

11.10 Working during Layoffs

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

- (b) A Nurse recalled to a Temporary Position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.

ARTICLE 12 - VACANCIES AND PROMOTIONS

12.00 Posting Vacancies

- (a) A notice shall be posted where it is determined that:
 - i) A regular vacancy exists; or
 - ii) A new position is created; or
 - iii) A temporary vacancy exists as a result of a leave of absence of eight (8) weeks or more;
- (b) Where a vacancy is to be filled, notices shall be posted for a period of ten (10) calendar days. The name of the successful applicant shall normally be provided to the President of the Local Union within fourteen (14) calendar days of the appointment to the position.
- (c) This posting shall not prohibit Administration'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.
- (d) The notice of posting shall indicate the nature of the position and the qualifications required.

12.01 Selection of Applicants for Vacant Positions

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.

12.02 Trial Period

- (a) The Nurse shall be placed on a trial period for five hundred and twenty-eight (528) hours worked in the new position. If the Nurse proves unsatisfactory in the new position, or chooses to return to the Nurse's former position, during the aforementioned trial period, the Nurse shall be returned to the Nurse's former position and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-

arrangement of positions shall be returned to their former position and salary without loss of Seniority.

- (b) Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the period of five hundred and twenty-eight (528) hours worked. The Employer may not extend the trial period for a period greater than two hundred and sixty-four (264) hours worked. In such case the Employer will provide written notice to the Nurse affected by the extension, a Labour Relations Representative of the Union and any other Nurse(s) originally promoted or transferred in this appointment process.

12.03 Filling Vacant Positions on an Interim Basis

The Employer shall have a right to fill a vacant position on an interim basis until the position is filled in accordance with **Article 12 (Posting)**.

ARTICLE 13 - PREGNANCY / PARENTAL LEAVES

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.

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.).2.
- (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 (1/2) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the pregnancy leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the 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 (1 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

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; and
 - 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 (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 ½) times the maximum yearly insurable earnings under the Employment Insurance Act.

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. 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.

13.10 Group Benefit Plan Continuation

While a Nurse is on parental/adoption or pregnancy/birth 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.

13.11 Special Leave - Birth

Where a Nurse's spouse gives birth to a child, the Nurse shall be granted special leave without loss of regular pay up to a maximum of sixteen (16) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days.

13.12 Special Leave - Adopted Child

Special leave with pay up to a maximum of sixteen (16) scheduled hours shall be granted to a Nurse when an adopted child arrives in the Nurse's home. This leave may be divided into periods and granted on separate days.

13.13 Bridging of Service

- (a) 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:
 - i) The Nurse must advise the Employer in writing that the reason for

the termination of employment is to raise a child; and

- ii) 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 10.01(a), (b), and (c)**.
- (b) 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.
- (c) 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 Grievance Defined

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 Grievance Procedure

The procedure for processing any grievance shall be as follows:

Step 1

When a Nurse has a grievance, the Nurse shall, within seven (7) working days of the discovery or occurrence of the incident giving rise to the grievance, discuss the grievance with the Director of Client Care, who shall provide the Nurse with an answer within seven (7) working days.

Step 2

Should the verbal answer given in Step 1 is not be acceptable to the grievor, the grievance shall be submitted in writing to the Director of Client Care within seven (7) working days. The Director of Client Care shall give a decision in writing within seven (7) working days of receipt of the grievance.

Step 3

If the decision of the Director of Client Care is not acceptable to the grievor, the grievance shall be referred to the Union; and, if supported by the Union, shall be referred to the Administrator or designate within seven (7) working days of the receipt of the grievance. The Administrator or designate shall convene a meeting as soon as reasonably possible with the Union if requested to do so by either party. The Administrator or designate shall reply in writing within seven (7) working days of such a meeting.

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

14.02 Termination of Employment

- (a) A Nurse who has been dismissed may file a grievance directly at the third step of the grievance procedure within ten (10) days of the notification of the dismissal to a Labour Relations Representative of the Union.
- (b) In the case of a dismissal of a Nurse, as set out in **Article 14.02 (a)**, the Union shall, within fourteen (14) calendar days of the notice of intention to refer the dispute to arbitration, suggest the name of an Arbitrator to the Employer.
- (c) 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 the Arbitrator.
- (d) If the Parties cannot agree on an Arbitrator within thirty (30) days of the first notice suggesting the name of the Arbitrator, either Party can request that the Minister of Labour and Workforce Development appoint an Arbitrator to hear and decide the grievance.

14.03 Question of General Application or Interpretation

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

14.04 Pre Hearing Disclosure

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

14.05 Time Limits are Directory

- (a) Time limits are directory and the Arbitrator shall be able to overrule a preliminary objection that time limits have been missed providing that the Arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.
- (b) The above mentioned time limits may be extended in individual cases, by the written consent of both Parties to this Agreement,

14.06 Grievance by the Employer

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.

14.07 Right to Union Representation

A Nurse has a right to have a Union Representative present at any time a grievance or disciplinary matter relating to the Nurse is discussed with the Nurse.

14.08 No Arbitration except through Procedure

Unless otherwise agreed between the Employer and the Union, no matter may be submitted to arbitration unless settlement thereof has been attempted through the grievance procedure set out in this Article.

14.09 Single Arbitrator unless Agreement for Board

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

14.10 Selection 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 Arbitrator, and if it is rejected, its suggestion for the Arbitrator. If the Parties cannot agree on the 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.

14.11 Rendering Arbitration Decision

The Arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the Parties, the decision shall, in the normal course, be handed down within a maximum of fourteen (14) working days from the hearing date.

14.13 Powers of Arbitrator or Board of Arbitration

The Arbitrator shall not alter, modify, amend or delete any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on a Nurse.

14.14 Arbitration Fees

Each Party shall pay one-half (½) the fees and expenses of the Arbitrator.

14.15 Working Days Defined for Grievance & Arbitration Process

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

14.16 Grievance Settlement

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

ARTICLE 15 - STAFF DEVELOPMENT

15.00 Letter of Appointment

At the time of hire, or upon change in status, each Nurse shall be provided in writing, with the Nurse's status as a Regular Nurse, 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.

15.01 Job Description

- (a) A Nurse shall have access to a copy of the Nurse's job descriptions.
- (b) The Employer will ensure job descriptions are reviewed and endeavour to revise where necessary.

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

15.02 Orientation Period

The Employer shall provide planned and paid Orientation Programs of such content and duration as it deems appropriate taking into consideration the needs of the Employer and the Nurses involved. During the orientation period, such Nurses will not normally be scheduled as core staff with primary assignments.

15.03 Mentorship Responsibilities

- (a) 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.
- (b) 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.

15.04 Posting Pertinent Information

Any pertinent information received by the Employer regarding workshops, seminars, etc., will be screened by the Employer and posted.

15.05 In-Service Programs

The Employer shall review in-service programs to ensure that they meet the needs of staff and residents.

15.06 Mandatory In-services or Training Programs

- (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 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.

15.07 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.

15.08 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.

15.09 Time for Accreditations

Any work performed by Nurses in preparation for accreditation will be paid for on a straight time basis.

ARTICLE 16 - SAFETY / HEALTH / BENEFITS

16.00 Report of Injury on Duty

A Nurse who is injured in the performance of job duties will immediately report or have the injury reported to the Administrator or delegate.

16.01 Workers' Compensation Supplement

Where a Nurse is unable to work as a result of an injury on duty, the Employer shall:

- (a) Unless a Nurse specifically asks the Employer in writing at the time of the claim not to pay him or her any supplement amount from the accumulated sick leave credits of the Nurse, where a Nurse is being compensated under the Workers' Compensation Act, the Employer shall pay an Employer WCB payment supplement to the Nurse to the extent of the pre injury biweekly pay of the Nurse while maximizing the amount payable

from the WCB. It is the intent of the Parties that in no circumstance shall the Nurse receive an increase of income while in receipt of WCB with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer shall deduct from the Nurse's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When a Nurse's sick leave credits are exhausted, the Nurse shall be paid only the Workers' Compensation Benefits Allowance;

- (b) 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.

16.02 Sick Leave while waiting for Workers' Compensation Benefits

- (a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in **Article 16.01 (a)**.
- (b) A Nurse who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits the Nurse would earn under the Workers Compensation Act providing the Nurse is able to establish, satisfactory to the Employer, that the illness or injury prevents the Nurse from working and the Nurse has sufficient sick leave credits.
- (c) In such case, the Nurse must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the Nurse, up to the level of the payment advanced by the Employer.

16.03 WCB and Return to Work

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

16.04 Occupational Health & Safety

- (a) 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.
- (b) 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.

16.05 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.

16.06 Group Dental, Health and Welfare Plans

- a) Eligible Nurses shall have access to a Group Health and Welfare Plans that includes Life Insurance coverage. The premium costs for this plan will be shared on the basis of 65% Employer and 35% Employee.
- b) Upon implementation, but no later than March 31, 2014, eligible Nurses shall participate in a Dental Benefits Plan. Participation in the Dental Benefits Plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.

16.07 Meals

- (a) The Employer will continue to provide low cost meals to Nurses on duty. The costs of these meals will not exceed five (\$5) dollar per meal.
- (b) Where a Nurse is required to work overtime hours in accordance with **Article 7.11**, the Nurse will be provided with a meal or a meal allowance in accordance with the Employer's policy.

16.08 Damages of Personal Effect

The Employer agrees that in a case where damage is done by a resident to a prescribed health device (such as eye glasses lenses, contact lenses, hearing aids, dentures) belonging to a Nurse the Employer will reimburse the Nurse for the actual replacement or repair cost of the damaged property. Where damage is done by a resident to other personal property (such as a watch, eyeglasses frames, etc..) belonging to the Nurse, the Employer will reimburse the Nurse for the reasonable cost to replace or repair the damaged property up to a maximum amount of \$200.00. Such damage must be reported at the time of the incident with full details provided in the incident report. This provision shall only apply to personal property which the Nurse would reasonably have in their possession during the performance of her duty.

ARTICLE 17 - WORKLOAD

17.00 Workload

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

ARTICLE 18 - PROHIBITION OF DISCRIMINATION

18.00 Prohibition Of Discrimination

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

18.01 Policy on Harassment

The Employer agrees to define and implement a policy and procedures to deal with any occurrences of harassment of Nurses.

ARTICLE 19 - PENSION PLAN / RETIREMENT ALLOWANCE

19.00 Pension Plan

- (a) The Parties agree to work towards an arrangement where "All members of each Bargaining Unit represented by the Nova Scotia Nurses' Union shall be members of the NSHEPP, subject to the eligibility provisions of the NSHEPP."
- (b) The Employer shall advise all Nurses who are seeking retirement about the possibility of returning to work as a Casual Nursing Employee or a Regular Part-Time Nurse while at the same time being in receipt of pension benefits in accordance with provisions of the NSHEPP and the Portability provisions of **Article 25** of this Collective Agreement.

19.01 Retirement Allowance

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

19.02 Registered Nurse Retention Bonus

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

19.03 Retiree Recruitment Incentive

The Employer will provide a Recruitment Incentive of \$500 per year to any retired Nurse who, after retirement, agrees to return to work for at least twenty-four (24) "relief" shifts in a 12 month period. The \$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 20 - SICK LEAVE

20.00 Sick Leave

- (a) Paid sick leave is an indemnity benefit to help employees through periods of absenteeism due to illness or injuries. Regular attendance on the job is the responsibility of the employee and this responsibility is considered an integral part of an employee's job responsibilities.
- (b) 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.
- (c) The Employer agrees that each Nurse is entitled to accrue one (1) hour sick leave credit for each fourteen point four four four (14.444) Regular Hours Paid
- (d) The maximum accumulation shall be nine hundred and sixty (960) hours of sick leave credits
- (e) A Nurse granted sick leave shall be paid for the period of such leave at the Nurse's regular hourly rate of pay and the number of hours paid shall be deducted from the accumulated sick leave credits of the Nurse.
- (f) Nurses may be required to submit physician statements for sick leave absences.

20.01 Statement of Sick Leave Credits

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

20.02 Sick Leave Medical/Dental; Family: Emergency

Nurses with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of forty (40) hours per annum (*pro-rated for Part-Time Nurses based on regular hours paid*) debited against sick leave credits in order to:

- (a) engage in and facilitate the Nurse's personal preventative medical or dental care, Nurses shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the Nurse is scheduled to work. Such leave shall not be unreasonably denied.

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 4.14** 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 9.07***) 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.
- (b) The Employer may require verification of the condition claimed.
 - (c) A Nurse will be permitted to use up to sixteen (16) of the hours referred to in **Article 20.02** (*pro-rated for Part-Time Nurses based on regular hours paid*) to attend to Medical and Dental appointments for their Immediate Family.
 - (d) Nurses shall endeavour to arrange for such appointments during off duty hours.

20.03 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.

20.04 Confidentiality Of Health Information

- (a) A Nurse shall not be required to provide her or his manager/supervisor specific information regarding the nature of her or his illness or injury during a period of absence. However, the Employer may require the Nurse to provide such information to persons responsible for occupational health.
- (b) These persons shall not release any information to the manager/supervisor of the Nurse except the duration or expected duration of the absence, the fitness of the Nurse to return to work, any limitations associated with the fitness of the Nurse to return to work, and whether the illness or injury is bona fide.
- (c) As an exception, where the person responsible for occupational health is

also the Nurse's manager/supervisor, the specific information regarding the nature of her or his illness or injury during a period of absence shall be provided and may only be used in accordance with the occupational health responsibilities of the manager/supervisor. Information regarding the duration or expected duration of the absence, the fitness of the Nurse to return to work, any limitations associated with the fitness of the Nurse to return to work, and whether the illness or injury is bona fide may be relied on by the manager/supervisor with the administrative responsibilities of the position.

- (d) The Employer shall store health information separately and access thereto shall be given only to the persons directly responsible for the administration of occupational health.

20.05 Certificates And Examinations

- (a) The Employer reserves the right to require any Nurse claiming sick leave to produce evidence of illness satisfactory to the Employer.
- (b) Where a Nurse is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examinations, medical certification forms or reports, which are not covered by medical insurance.

20.06 Union Representation

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

ARTICLE 21 - TERMINATION OF EMPLOYMENT

21.00 Resignation

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.

21.01 Successors Benefits

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.

21.02 Termination of a Nurse

- (a) 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.
- (b) 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.
- (c) If a Nurse is dismissed or suspended for cause, the Employer will advise a Labour Relations Representative of the Union in writing as soon as reasonably possible.

21.03 Disciplinary Measures

When a Nurse is to be advised in person of a disciplinary action the Employer shall advise the Nurse of the right to elect to have a representative of the Local Union at the meeting. The Employer will give the Nurse and the Local union Representative reasonable advance notice of the meeting, The Employer will be notified prior to the meeting, of the Nurse's intention to be accompanied by a Local union Representative. Where circumstances warrant an immediate meeting, the meeting may proceed should a representative not be readily available. In the case of a suspension or termination, the union representation may be provided by a Labour Relations Representative of the Union.

ARTICLE 22 - ALCOHOL AND DRUG DEPENDENCY

22.00 Program of Rehabilitation

- (a) 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.
- (b) When a Nurse is required to submit to random body fluid testing as part of

a settlement agreement between the Employer, the Union, and a Nurse, the Employer shall pay the costs of such testing.

ARTICLE 23 - PERSONNEL FILES / PERFORMANCE APPRAISALS

23.00 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.

23.01 Peer Review Programs

Nurses may agree to participate in peer review programs.

23.02 Access to Personnel File

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.

23.03 Evidence from Personnel File

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.

23.04 Copies from Personnel File

A Nurse shall have the right to copies of any material contained in the Nurse's personnel record.

23.05 Disciplinary Records

- (a) 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.

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

ARTICLE 24 - LETTERS AND MEMORANDUMS OF AGREEMENT

24.00 Letters of Agreement and Memorandums of Agreement

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

ARTICLE 25 - PORTABILITY OF BENEFITS

25.00 Nurse Mobility

In the event the Employer rehires a Nurse to a regular position within (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.

25.01 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.

25.02 Seniority Portability

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

ARTICLE 26 - CONTRACTING OUT

26.00 Restrictions on 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 27 - WEEKEND NURSE

27.00 Defining Weekend Nurse Position

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

ARTICLE 28 - UNION MANAGEMENT CONSULTATION COMMITTEE

28.00 Union Management Committee

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.

28.01 Frequency of Meetings

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

28.02 Jurisdiction of Committee

- (a) 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.

- (b) The Union Management Consultation Committee shall meet to discuss matters of concern between the Parties which may include the following:

Staffing	Orientation	Workload
Scheduling	Transfers	Reassignment
Scheduling difficulties created by short and long-term absences		
Layoffs		

- (c) Correcting conditions causing grievances and misunderstanding but not any matter that has been referred to the grievance and arbitration process
- (d) 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. The committee shall be responsible for:
- i) defining problems; and
 - ii) developing viable solutions to such problems; and
 - iii) recommending the proposed solutions to the appropriate Employer authority.

28.03 No Loss of Pay

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

ARTICLE 29 - TERM OF AGREEMENT

29.00 Term of the Agreement

This Collective Agreement shall be for the period commencing **April 11, 2013, 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.

29.01 Nurses who left the Employ of the Employer

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.

29.02 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.

29.03 No Strike / No Lockout

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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement
15 day of November, 2013..

FOR THE UNION:

James Hayeston
Jean Landy

FOR THE EMPLOYER:

Wynne Bridge
Lauren Walsh
Glenn

APPENDIX "A" - (Hourly Rate determined by 2080 hours)

RN-1		Start
April 10, 2012 <i>(expired)</i>	<i>Annual</i> <i>Hourly</i>	
April 11, 2013 <i>(Adjustment)</i>	<i>Annual</i> <i>Hourly</i>	54,078 <i>25.9990</i>
Nov. 01, 2013 <i>(+ 3%)</i>	<i>Annual</i> <i>Hourly</i>	55,701 <i>26.7790</i>

RN-2		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 25
April 10, 2012 <i>(expired)</i>	<i>Annual</i> <i>Hourly</i>							
April 11, 2013 <i>(Adjustment)</i>	<i>Annual</i> <i>Hourly</i>	62,181 <i>29.8945</i>	64,022 <i>30.7801</i>	66,095 <i>31.7765</i>	68,399 <i>32.8838</i>	70,783 <i>34.0300</i>	73,260 <i>35.2211</i>	75,824 <i>36.4540</i>
Nov. 01, 2013 <i>(+ 3%)</i>	<i>Annual</i> <i>Hourly</i>	64,046 <i>30.7914</i>	65,943 <i>31.7035</i>	68,077 <i>32.7298</i>	70,451 <i>33.8703</i>	72,906 <i>35.0509</i>	75,458 <i>36.2777</i>	78,099 <i>37.5476</i>

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

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

EDUCATION PREMIUMS - GROUP A

- (a) Post-Graduate Program (Between 450 hours and 900 hours)**
Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be a minimum of 450 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay: **three hundred thirty-three dollars (\$333.00)**
- (b) Post-Graduate Program (In excess of 900 hours)**
Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be in excess of 900 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay: **six hundred sixty-seven dollars (\$667.00)**
- (c) B.N. or B.Sc.N.**
For any Registered Nurse in the bargaining unit who holds a B.N. or B.Sc.N., the following premium will be added to the Nurse's regular annual rate of pay: **one thousand four hundred forty-five dollars (\$1445.00)**
- (d) Masters Degree in Nursing**
For any Registered Nurse in the bargaining unit who holds a Masters Degree in Nursing, the following premium will be added to the Nurse's regular annual rate of pay: **one thousand nine hundred sixty-one dollars (\$1961.00)**

CANADIAN NURSE ASSOCIATION CERTIFICATION PREMIUM - GROUP B

The following premium will be added to the regular annual pay for any Registered Nurse in the Bargaining Unit who is in receipt of a current certification under the Canadian Nurse Association Certification program and who is employed in a capacity utilizing this training, who submits proof of the certification to the Employer, payable each year the certification is current: nine hundred ninety-six dollars (\$996.00)

NURSING PRACTICE AND NURSING LEADERSHIP 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 sixty (60) points by participating in Employer approved activities. The initial list of these activities along with the relative weight for each is included in this Appendix for illustrative purposes. It is understood that these initial lists are not exhaustive but will guide the Employer in determining relative point values for other approved activities.

In order for a Nurse to qualify for either premiums the Nurse must attain sixty (60) 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

A Nurse who qualifies for either premium shall be paid an annual supplement of **eight hundred and fifty \$850.00** each and shall be paid as a lump sum, normally by December 15th in the year to Nurses who achieve the eligibility for them in accordance with Appendix B. They shall be prorated for Part-time 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.

Category 1: 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

Category 2: 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

Category 3: 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)

Category 4: 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)

Category 5: 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)

Category 6: Unit Resource/Skill/Content Expert Person

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

Category 7: 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)

Category 8: 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/ Re-certification

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)

In-service/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

APPENDIX "C"
LETTER OF AGREEMENTS & MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT #1
Supplementary Leave Credits – Late Career Registered Nurses

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

MEMORANDUM OF AGREEMENT

Item 1: Nurse Uniforms

Where the Employer wishes to introduce a standard uniform for Nurses, the Employer shall meet with the Union to establish an MOA. The Acute Care Article entitled Nurse Identity shall form the basis of the MOA..

Item 2: Dental Plan

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 January 1, 2014. However, the Dental benefits will be made available not later than March 31, 2014.
2. Subject to the eligibility requirements of the plan selected by the employer, participation in the plan will be mandatory for all 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 ensure that the selection of dental plan by any given employer involves one comparable in benefits offered to the HANS Dental Plan and comparable in cost.
3. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee. *(Note: If the existing plan currently meet the criteria of the provincial mandate plan, only nurses participating in the employer dental plan on October 15, 2013, (Patti Mullock & Yvonne Megens) will be grand-parented at the existing contribution levels. All others will be governed by provincial mandate plan.)*

Item 3: Recruitment and Retention

Both parties acknowledge that new graduates in the Nursing field are facing difficulty entering the employment market. Accordingly, it is agreed that NSNU and Employer representatives will meet to discuss the impact of retention initiatives, hiring policies and operational changes on the ability to accommodate new entrants to Nova Scotia's Healthcare system.

Item 4: Vacation Red-Circling

Notwithstanding the terms of Article 10, Patti Mullock is red-circled at the level of vacation entitlement granted as of date of signing. *(240 hours annually)*

Item 5: Delayed Implementation

To allow for orderly implementation, Article 7.06(b) shall only become effective in December 2013.

APPENDIX "F"
CLINICAL CAPACITY REPORT

EMPLOYER NAME: _____

FACILITY: _____

(1) NAME: _____ Date of Occurrence:
(YYYY/MM/DD): _____

UNIT: _____ SHIFT/TIME OF OCCURRENCE: _____

(2)	STAFFING (NUMBERS)	SCHEDULED:	THIS SHIFT:
	RN's	_____	_____
	LPN's	_____	_____
	OTHER	_____	_____

(3) Number of Residents on Unit: _____

(4) Describe situation affecting safe and adequate care of residents:

(5) Detail actions you took in response to the workload situation to address resident needs:

Date: (YYYY/MM/DD) & Time of Submission

Signature

Original to Employer
Cc: Local Union President, Nurse

GUIDELINES FOR USE

- (1) A Nurse who believes that adequate and safe care of residents cannot be provided because of that Nurse's workload, shall bring the matter to the attention of the immediate Supervisor. If the matter is not satisfactorily resolved, the Nurse may file a written report (Clinical Capacity Form) which shall be submitted to the Employer.
- (2) Briefly outline:
 - (a) the work situation; and
 - (b) identify specific problem(s). If the form does not provide sufficient space, please add further information on a separate sheet.
- (3) DO NOT identify any names of individuals involved in the incident described; use Dr. X or client/resident A.
- (4) Clinical Capacity Reports are not intended to replace any incident report form or other internal documentation required under Employer Policies.