

COLLECTIVE AGREEMENT

Between

KINGS REGIONAL REHABILITATION CENTRE

And

THE NOVA SCOTIA NURSES' UNION



WATERVILLE, NOVA SCOTIA

TERM: November 1, 2012 – October 31, 2014

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1	PREAMBLE	1
ARTICLE 2	RECOGNITION.....	1
ARTICLE 3	MANAGEMENT RIGHTS	1
ARTICLE 4	DEFINITIONS	2
ARTICLE 5	UNION REPRESENTATION AND UNION LEAVES	5
ARTICLE 6	DUES DEDUCTIONS AND UNION SECURITY	9
ARTICLE 7	HOURS OF WORK, OVERTIME, CALL BACK	9
ARTICLE 8	SALARIES, INCREMENTS, PREMIUMS	13
ARTICLE 9	LEAVE OF ABSENCES	16
ARTICLE 10	VACATIONS AND HOLIDAYS.....	22
ARTICLE 11	SENIORITY, LAY OFF, RECALL.....	25
ARTICLE 12	VACANCIES AND PROMOTIONS.....	29
ARTICLE 13	PREGNANCY, PARENTAL and ADOPTION LEAVE.....	30
ARTICLE 14	GRIEVANCE AND ARBITRATION PROCEDURE.....	36
ARTICLE 15	STAFF DEVELOPMENT AND TECHNOLOGICAL CHANGE	38
ARTICLE 16	STAFF HEALTH AND SAFETY	39
ARTICLE 17	PROHIBITION OF DISCRIMINATION.....	41
ARTICLE 18	RETIREMENT ALLOWANCE, PENSION PLAN, RETENTION BONUS, RETIREE INCENTIVE.....	41
ARTICLE 19	SICK LEAVE AND GROUP BENEFITS	43
ARTICLE 20	PORTABILITY OF BENEFITS	47
ARTICLE 21	TERMINATION OF EMPLOYMENT	47
ARTICLE 22	ALCOHOL AND DRUG DEPENDENCY	49
ARTICLE 23	PERSONNEL FILES AND PERFORMANCE APPRAISALS	49
ARTICLE 24	LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT	49
ARTICLE 25	UNION MANAGEMENT CONSULTATION COMMITTEE.....	49
ARTICLE 26	WORKLOAD	50
ARTICLE 27	NO STRIKE / NO LOCKOUT	51
ARTICLE 28	CLIENT PROTECTION	51
ARTICLE 29	TERM OF AGREEMENT	51
APPENDIX "A"	.....	52
WAGES	.....	52
APPENDIX "B"	.....	53
MEMORANDUM OF AGREEMENT	.....	53
EDUCATION PREMIUMS.....	.....	53
APPENDIX "C"	.....	58
LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT.....	.....	58
MEMORANDUM OF AGREEMENT #5 .....	.....	62
UNIFORMS .....	.....	62
MEMORANDUM OF AGREEMENT #6 .....	.....	63
DENTAL PLAN .....	.....	63
MEMORANDUM OF AGREEMENT #7 .....	.....	64
RECRUITMENT AND RETENTION.....	.....	64
APPENDIX "D"	.....	66

ARTICLE 1 PREAMBLE

1.01 Whereas it is recognized that the welfare of clients is the main consideration of the Employer and all Employees;

And whereas it is the desire of the Union, Local Union and the Employer:

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

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

To set forth certain terms and conditions of employment;

To maintain professional standards;

To encourage efficiency in operation consistent with a holistic approach to care;

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

To ensure uninterrupted service to the Employer;

Therefore the Parties agree as follows:

ARTICLE 2 RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Nova Scotia Nurses' Union as the sole bargaining agent for all full time and part time registered nurses and graduate nurses employed by Kings Regional Rehabilitation Centre, Waterville, NS but excluding Senior RNs, Program Leaders, Professional Development Manager, Quality Management Manager and those persons excluded by paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Employer reserves and retains, solely and exclusively, all rights to manage the business including the right to direct the work force and to make reasonable rules provided that such rights are exercised in accordance with the terms and conditions of this Collective Agreement.

3.02 Contracting Out

No Nurse shall be laid off or have regular hours reduced as a result of the Employer contracting out work, except during emergency situations.

ARTICLE 4 DEFINITIONS

4.01 Casual Nurse

is a Nurse who may work on a day to day basis. The benefits of this Agreement do not apply to a Casual Nurse except as stated in Article 4.14 (b).

4.02 Employer

means Kings Regional Rehabilitation Centre

4.03 Facility

means the Residential Care Facility operated by the Employer in Nova Scotia.

4.04 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.

4.05 Local Union

means the Kings Regional Rehabilitation Centre Local of the Nova Scotia Nurses' Union.

4.06 Nurse

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

4.07 Part-Time Nurse

is a Nurse employed on a continuing basis, in either a Regular Position or a Temporary Position, but who is regularly scheduled to work fewer hours in a pay period than a Full-Time Nurse.

4.08 Probationary Period

(a) means that period for newly hired Regular 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 Local Union.

(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.

4.09 Promotion

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

4.10 Union Management Consultation Committee

means the Committee established in Article 25 of the Collective Agreement.

4.11 Regular Nurse

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

4.12 Regular Position

means an individual Nurse's job defined as a percentage of full-time hours as set out in the appointment letter referred to in Article 15.

4.13 Regular Rate of Pay

are those rates found in the attached salary scale (see Appendix "A").

4.14 Service

(a) refers to a continuous employment relationship, commencing on first shift worked in any position with the Employer, subject to the provisions of Article 20 (PORTABILITY).

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

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 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.).

4.17 Temporary Position

- (a) is a position that the Employer has determined will be in excess of eight (8) consecutive work weeks but which is not a Regular Position. A Temporary Position may be either a new position for the designated period or a temporary vacancy of a Regular Position.
- (b) A Nurse filling a Temporary Position shall accumulate the vacation, holiday and sick leave benefits of the Agreement on a pro rata basis to regular hours paid which shall include the straight time hourly equivalent of overtime hours worked to a maximum of the entitlement for a Regular 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 (8) consecutive work weeks or more, the Employer shall post the position pursuant to Article 12.01 and shall indicate on the posting, the expected duration of the Temporary Position. The Temporary Position may be extended, shortened or terminated at the Employer’s discretion.
- (e) In the event that a Temporary Position is to be extended from the original duration, the Nurse filling the position will be given the option of remaining for the extended period or returning to her previous position or casual status, where applicable, and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position or casual status, where applicable, and salary, without loss of Seniority.
- (f) Regular Nurse in a Temporary Position is a Regular Nurse. Upon the termination of a Temporary Position, a Regular Nurse filling a Temporary

Position shall return to the Regular Nurse's previous position, or if it has been discontinued, to an equivalent position.

4.18 Temporary Reassignment

occurs when a Nurse is temporarily assigned by the Employer to a work unit other than the Nurse's usual work unit. A Nurse shall only be reassigned for the purpose of meeting operational needs. The Nurse may require orientation to the assignment.

4.19 Union

means the Nova Scotia Nurses' Union.

4.20 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.

ARTICLE 5 UNION REPRESENTATION AND UNION LEAVES

5.01 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.

5.02 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.

5.03 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.

5.04 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.

5.05 Union Activities

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.

5.06 Local Negotiating Committee

Two (2) representatives designated by the Union shall not suffer loss of pay while involved in direct negotiations of a collective agreement between the Employer and the Union.

5.07 Provincial Negotiating Committee

(a) In the event that a Nurse is a member of the Provincial Negotiating Committee ("PNC"), the Employer will make every reasonable effort to accommodate time off for the Nurse to participate in Union caucus meetings and direct negotiations with any multiple employer group bargaining table, subject to operational requirements.

(b) At the request of the Nova Scotia Nurses' Union, the Employer will maintain pay at the regular rates and benefit coverage for a member of the PNC and the Employer will invoice the Nova Scotia Nurses' Union for all such costs, unless a cost sharing arrangement is agreed to by the Employer(s) and the Union.

5.08 Reproduction of the Collective Agreement

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

5.09 Union Leave

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

(b) Additional Nurses may request an unpaid leave of absence to attend the Annual and/or Provincial Meetings of the Union, and such request shall be granted subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and

provided the Nurse has given a minimum of four (4) weeks written advance notice of the request.

- (c) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given reasonable advance notice of the request, the Employer shall grant leaves of absence without pay for a member of the Nova Scotia Nurses' Union Board of Directors, or Provincial Committee, (except the Provincial Negotiating Committee which is governed by Article 5.07) to attend such Board or Committee meetings.
- (d) **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.**

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

5.11 Leave of Absence for the Full-Time President

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

- (a) Upon reasonable notice, a Nurse elected or appointed as President of the Union shall be given a leave of absence without pay for the term(s) she or he is to serve, commencement and termination dates, as determined by the Union.
- (b) All benefits of the Nurse shall continue in effect while the Nurse is serving as President, and, for such purposes, the Nurse shall be deemed to be in the employ of the Employer and Service and Seniority will continue to accrue. The Union will provide the Employer with an accounting of benefit use such as paid sick leave, vacation and holiday pay on basis to be agreed upon by the Employer and the Union. The Employer will adjust the records of the Nurse accordingly.
- (c) The gross salary of the President shall be determined by the Union and paid to the President by the Employer on a bi-weekly basis, and the amount of this gross salary shall be reimbursed to the Employer by the Union on a basis to be agreed upon by the Employer and the Union. 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.

- (d) Upon expiration of her or his term of office, the Nurse shall be reinstated in the position she or he held immediately prior to the commencement of leave, or if the position no longer exists, to another equivalent position.

5.12 Acquaint Newly Hired Nurses

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

5.13 Union Orientation

During orientation of newly hired Nurses, the Employer will allow up to thirty (30) minutes for a representative of the Local Union to speak with the newly hired Nurses.

5.14 Bulletin Boards

The Employer shall provide the Union and the Local Union with bulletin board space for the exclusive posting of notices by the Union pertaining to Union elections, appointments, meeting dates, news items, social and recreational affairs. All locations outside the centre at which Nurses work shall have available bulletin board space or a union information binder for the purpose of making Union information available to Nurses.

5.15 Correspondence

All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Chief Executive Officer or designate and the President of the Local Union. A copy of any correspondence between the Employer and any Nurse in the Bargaining Unit pertaining to discipline shall be forwarded to the President of the Local Union.

5.16 Mutual Agreements

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

ARTICLE 6 DUES DEDUCTIONS AND UNION SECURITY

6.01 Membership

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

6.02 Union Dues Deductions

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

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

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

6.05 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.

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

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

6.08 Licensing Body Dues Deduction

The Employer shall deduct the annual professional registration dues payable by Nurses from the salaries of Nurses. It is the responsibility of the Nurse to provide the College of Registered Nurses of Nova Scotia with the required information regarding licensing in a timely manner. A Nurse shall be required to notify the Employer of a change in the status of the Nurse's license.

ARTICLE 7 HOURS OF WORK, OVERTIME, CALL BACK

7.01 (a) Subject to the Employer's right to determine work schedules, the hours of work shall be seventy-five (75) hours per two (2) week period consisting of seven and one-half (7.5) hour shifts, inclusive of a one-half hour (1/2)

unpaid meal break and inclusive of two (2) paid fifteen (15) minute rest breaks; or

- (b) Eleven and one-quarter (11.25) hour shifts, inclusive of forty-five (45) minutes unpaid meal break, one third of which may, subject to operational requirements, be used in conjunction with a paid fifteen (15) minute period to become a second designated meal break and inclusive of two (2) fifteen (15) minute paid rest breaks.
- (c) Hours of work which are at variance with the standard hours as stated in Article 7.00 (a) and (b) may be employed providing there is a mutual agreement between the Union and the Employer. When such changes are made, a separate Memorandum of Agreement shall be drafted by the Union and the Employer to accommodate the contract changes.

7.02 Nurses shall not be required to work more than seven (7) consecutive shifts between days off unless mutually agreed upon otherwise.

7.03 Nurses shall receive four (4) days off in each two (2) week pay period. The Employer shall provide each Nurse with at least every third (3rd) weekend off.

7.04 Nurses agree to maintain nursing coverage for all units during the shift change subject to the overtime provisions of Article 7.09.

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

7.06 Meal and Rest Breaks

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

- (f) Where operational requirements prevent a Nurse from having an uninterrupted meal 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 for the portion of the missed meal period or rest period, at a rate of one and one-half times (1.5x) the Nurse's hourly rate for the period of the rest and meal break(s) missed.

7.07 Posted Schedules

The hours of work shall normally be posted two (2) weeks in advance of the schedule to be worked and shall cover a period of six (6) weeks, the first two (2) weeks of which will be confirmed time. The remaining four (4) weeks of posted time may be subject to change based on operational requirements. Nurses shall submit written requests for specific days off prior to the posting date.

7.08 Minimum Hours Between Shifts

- (a) There shall be a minimum of sixteen (16) hours between regularly scheduled shifts, when the shift consists of seven and one-half (7.5) hours, unless mutually agreed upon otherwise.
- (b) There shall be a minimum of twelve (12) hours between regularly scheduled shifts, when the shift consists of eleven and one-quarter (11.25) hours, unless mutually agreed otherwise.

7.09 Overtime

Time worked in addition to the regular scheduled shifts or time worked in a bi-weekly pay period in excess of seventy-five (75) hours shall be compensated at a rate of one and one-half times (1.5x) the Nurse's regular hourly rate for the overtime worked. 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 hourly rate for the overtime worked in excess of the first (1st) four (4) hours of overtime.

7.10 Approval of Overtime

All overtime must be approved, in advance, by the immediate supervisor or senior R.N.

7.11 Overtime In Lieu

- (a) Time off or premium pay will be by mutual agreement between the Nurse and the Employer.
- (b) Subject to the mutual agreement referred to in Article 7.11 (a), Nurses may be permitted to carry lieu time. The Employer shall divide the year into four quarters. Unless the Nurse and the Employer otherwise agree, at the end of each quarter the Employer may pay out any unused time in lieu of overtime down to 7.5 hours.

- (c) Time off in lieu of premium pay shall be taken at a time mutually agreeable between the Employer and a Nurse.

7.12 Overtime shall be paid within the pay period it occurs.

7.13 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.

7.14 Meal Allowance on Overtime

- (a) Nurses will be provided with a meal or a meal allowance in accordance with the Employer's policy.
- (b) Where it is known to the Employer that an overtime assignment is to be in excess of four (4) hours, the Nurse who is required to work the overtime beyond her or his scheduled hours of work shall be granted a fifteen (15) minute paid break prior to the commencement of the overtime.

7.15 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 7.09) of this Collective Agreement.

7.16 Call Back

When a Nurse is required to report back to work after leaving the premises of the Employer following completion of a shift, but before the commencement of her next shift, she shall be paid for the extra time worked at a minimum of four (4) hours pay at straight time rates or overtime in accordance with Article 7.09, whichever is greater.

ARTICLE 8 SALARIES, INCREMENTS, PREMIUMS

8.01 Recognition of Previous Experience

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

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

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

- (g) A Registered Nurse with twenty-five (25) years or more of satisfactory recent nursing experience shall be placed at the twenty-five (25) year rate of the salary scale of Appendix "A".

8.02 Movement on Increment Scale - Regular Nurses

Anniversary Date - 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 20.
- (d) When a Nurse is appointed to a position with a higher classification and pay scale, the original Anniversary Date does not change. The Nurse is appointed to the level on the increment scale appropriate to her Anniversary Date.
- (e) A Nurse must commence a new Anniversary Date if she or he assumes a new professional designation.

8.03 Rates of Pay

Nurses shall be paid in accordance with the rates of pay set out in Appendix "A". The regularly hourly rate of a Nurse shall be determined by dividing the yearly increment rate of the Nurse, as set out in Appendix "A" by 1950 hours.

8.04 Pay Day

- (a) The Employer shall pay each Nurse every two (2) weeks. The amount shall be in accordance with the applicable hourly rate for the Nurse's classification and increment level listed in Appendix "A". Payment will include regular pay and will include any other income earned during the preceding pay period. Every effort will be made to supply requested information to a Nurse as to the amount paid on or before pay day.
- (b) In the event that an error made by the Employer results in a Nurse not receiving four (4) or more hours or wages earned in any one pay period, the Employer will endeavour to adjust the error and pay the wages within two (2) business days of the error having being identified.

8.05 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.

8.06 Education Premiums

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

8.07 Shift Differential 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 cents (\$1.85) per hour effective October 31, 2014.** The shift differential premium shall be paid in addition to the weekend premium.

8.08 Weekend Premium

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

8.09 Relief in a Management Classification

A Nurse who is specifically assigned by the Employer to temporarily fulfill selected managerial functions of a management position shall be compensated at the rate of five dollars (\$5.00) per shift in addition to the Nurse's regular pay rate for the time spent in the management classification. The Nurse shall be paid from the first day of such assignment.

8.10 Facility Responsibility Pay

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

8.11 New Classification

Should a new position or new classification be created within the bargaining unit during the term of this Agreement, the Employer and the Union will decide the rate of pay. Nothing herein prevents the Employer from filling such positions and having Nurses working in such positions during such negotiations. The salary, when determined, will be retroactive to the date on which the successful candidate commenced work in that classification.

8.12 Retroactivity

Retroactivity shall apply only to provisions of the salary adjustment as set out in Appendix "A" annexed hereto. Otherwise, the provisions become effective on the

date of signing the Collective Agreement or as expressly stated in the Collective Agreement. The Employer endeavours to compute and pay the salary adjustments for each Nurse as expeditiously as reasonable possible.

- 8.13** Nurses who have resigned shall have thirty (30) days after the signing of this Agreement to apply in writing for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.

ARTICLE 9 LEAVE OF ABSENCES

9.01 Leave Without Pay

- (a) Subject to operational requirements, the Employer shall grant a leave of absence without pay for personal reasons. The request will not be unreasonably denied. A request by a Nurse for a leave of absence without pay for personal reasons in order to pursue alternate employment with another employer may be denied by the Employer or granted by the Employer at its sole discretion.
- (b) Nurses shall be entitled, during the unpaid LOA, to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Benefit Plans, provided the Nurse pays, without default, 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. Default in required payment may result in the ending of the Nurse's participation in any payroll deduction plan.

9.02 Working During Leave of Absence

- (a) A Regular Nurse may request 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 must be agreed between the Employer and the 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 under the Collective Agreement while on the leave are maintained. Once a Nurse on a Leave of Absence accepts a shift, the Nurse is obligated to work the shift.

- (c) When a Regular Nurse agrees to work while on an approved leave, the Nurse is treated as a casual nurse for the purpose of determining pay and benefits, excluding provisions for accumulation of Seniority and movement along the increment scale.

9.03 Return From Leave of Absence

- (a) Before a Nurse may return to work from a leave granted under Article 9.01, she or he must provide a minimum of four (4) weeks written notice of the specific date of his or her return to work, or such shorter time as mutually agreed.
- (b) Upon return from an approved unpaid Leave of Absence, a Nurse shall be reinstated to her or his former position unless the position has been discontinued, in which case the Nurse shall be appointed to an equivalent position.
- (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.
- (d) This Article may be subject to other provisions of the Collective Agreement.

9.04 Bereavement Leave

If a death occurs in the immediate family of an Nurse when the Nurse is at work, or scheduled to work on the day, then the Nurse shall be granted leave with pay for the remainder of his shift / scheduled shift.

- (a) If a death occurs in the immediate family of a Nurse the Nurse shall be granted five (5) days leave of absence effective midnight following the death and shall be paid for shifts the Nurse would be normally scheduled to work during the five (5) days leave.
- (b) A Nurse who would be on leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.
- (c) A Nurse on sick leave with pay shall not be eligible for bereavement leave with pay.
- (d) A Nurse who would have been entitled to bereavement leave pursuant to this Article but is on paid vacation leave at the time the death occurs, may request substitution of the appropriate amount of bereavement leave instead of vacation leave. The Nurse shall give notice to the Employer upon the Nurse learning of the death. Vacation leave displaced pursuant to this provision shall be rescheduled.

- (e) A Nurse, when for any reason, other than bereavement leave, would not be considered to be at work, shall not be eligible for bereavement leave with pay.
- (f) For the purpose of ascertaining bereavement leave with pay, the members of an employee's family shall not include any persons other than sister, brother, husband, wife, common law spouse, common law children, common law parents, same sex partner, son, daughter, parent, step-parents, step-children, father-in-law, mother-in-law, son-in-law, ~~and~~ daughter-in-law, **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 of the benefit is claimed.

- (g)
 - (i) In the event of a death of a grandparent or grandchild of the employee, the Employer shall grant the Nurse three (3) consecutive days leave of absence effective midnight following the death and the Nurse will be paid for those shifts the Nurse would normally be scheduled to work during the three (3) days if the death had not occurred.
 - (ii) One (1) day bereavement leave with pay shall be granted on the day of the funeral of the aunt, uncle, brother-in-law, sister-in-law, niece and nephew of the Nurse providing such day is a scheduled workday.
 - (iii) The Employer shall endeavor, with forty-eight (48) hours notice from the Nurse, to permit the Nurse time off without pay and without loss of seniority to attend the funeral of a person not listed in Articles 9.04(f) and 9.04 (g).
- (h) Such leave is granted to the Nurse for the purpose of attending the funeral and other related matters of the deceased relative.
- (i) A Nurse who qualifies for bereavement leave in accordance with this Article may request, at the time of the death, to defer one day of the bereavement leave to be used to attend a service for the deceased at a later date which must be within one year of the date of death. Such requests must be made within one week of the death and must give notice of the date of the service when the date is known.

9.05 Compassionate Care Leave

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

- Nurse's parent (father, mother & step)
- sibling (brother, sister and step),
- spouse (common law)
- child (step child),
- grandchild (& step-grandchild)
- grandparents (parent's father or parent's mother),
- current father-in-law, current mother-in-law,
- legal guardian
- son-in-law and daughter-in-law
- any other person defined as "family member" by Regulations made pursuant to the *Labour Standards Code*, as amended from time to time where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six weeks (26) from the day the certificate was issued or, in the case where the Nurse began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Nurse must provide the Employer with a copy of the certificate.

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

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

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

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

(c) The Employer shall grant to the Nurse the option of maintaining a membership in the benefit plans in which the Nurse participated before the beginning of the leave (subject to the eligibility requirements of the Plan(s)) and shall notify the Nurse in writing of the option and the date

beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits.

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

9.06 Court Leave

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

- (a) to serve on a jury; (including the time spent in the jury selection process);
or
- (b) by subpoena or summons to attend as a witness in any proceedings for a matter related to the Nurses' own employment:
 - (i) in or under the authority of a court or tribunal; or
 - (ii) before an Arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.
- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (d) The leave of absence shall be sufficient in duration to permit the Nurse to fulfill the witness or jury obligation.
- (e) A Nurse given Court leave of absence without loss of regular pay shall pay to the Employer the amount that the Nurse receives for this duty.
- (f) The Nurse shall advise the Employer as soon as possible after receipt of a jury notice or subpoena.
- (e) This Article is restricted to the situations set out above and does not apply to a Nurse in her personal capacity.

9.07 Public Office Leave

- (a) The 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. This Article may be subject to other provisions of the Collective Agreement.

9.08 Education Leave

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.

- (a) A Nurse on Education Leave shall retain those benefits which accrued up to the time the Nurse commenced the leave of absence. The Nurse shall continue to accrue Service and Seniority during the leave of absence.
- (b) 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.
- (c) 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 9.02.

9.09 Leave for Storm Or Hazardous Conditions

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

- (a) take the absent time as unpaid; or
- (b) deduct the absent time from accumulated overtime, holiday time or vacation; or

- (c) when the Nurse has no entitlement to accumulated paid leave, the Nurse may, with prior approval of the Employer, make up the absent time as the scheduling allows.
- (d) The Nurse shall notify the Employer without delay when her arrival will be impossible or delayed.

ARTICLE 10 VACATIONS AND HOLIDAYS

10.01 Annual Vacation Accumulation

Each year of service for the application of this Article shall be a period of twelve (12) months effective on the Nurse's date of hire. Paid vacation leave credits shall be earned on the basis of regular hours paid. "Regular hours paid" for the purpose of calculating paid vacation leave credits shall include the straight time hourly equivalent of overtime hours worked to the applicable maximum annual vacation entitlement as set out below.

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

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

10.02 Vacation Cut-off Date

The vacation year shall be May1 to April 30th. Vacation credits shall normally be requested and scheduled during the vacation year. Should operational requirements be such that the Employer is unable to approve all, or any portion of, a Nurse's vacation credits, the unused vacation credits shall be rescheduled. If operational requirements prevent the rescheduling within the remaining vacation year the vacation credits shall be paid out.

10.03 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.

10.04 Carry Over of Annual Paid Vacation Leave

If the Employer is satisfied that a Nurse's prolonged illness or injury prevented the Nurse from taking vacation during the vacation year, the Employer may allow the Nurse to carry over all or a part of his or her unused vacation credits to the subsequent vacation year. If carried over vacation from the previous vacation year is not taken within one year of the date carryover was approved, the Employer may pay out to the Nurse an amount equivalent to the carried over vacation.

10.05 Vacation Scheduling – General

- (a) Operational requirements shall be the governing factor in approving vacation requests. Where operationally feasible, vacations will be distributed as equitably as possible and any conflict in requested vacation time will be resolved on the basis of Seniority.
- (b) Seniority may not be exercised to displace a previously approved vacation.

10.06 Sick Leave During Vacation

Where a Nurse has available sick leave and is hospitalized (which must be verified by doctor's certificate) during a period of his or her vacation, there shall be no deduction from vacation credits for such absence. The period of vacation displaced by sick leave shall either be added to the vacation period or reinstated for use at a later date to be taken at a time mutually agreed between the Nurse and the Nurse's supervisor.

10.07 Annual Vacation Cancellation

The Employer will make every reasonable effort not to require a Nurse to return work after she/he has commenced paid vacation leave. The Nurse returning to work during paid vacation leave, shall be paid two times (2 x) her regular hourly rate for the shift(s) worked on the days that had been scheduled vacation leave. The vacation credits shall not be reduced for the previously scheduled vacation time that was rescheduled to work. Further, the Nurse shall be permitted to reschedule her vacation leave at a time mutually agreed between the Nurse and the Employer.

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

proposes to change her vacation including showing proof of the deposit and the approximate amount of it.

10.09 Holidays

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

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

10.10 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 Entitlement to Paid Holiday Leave Credits

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

10.12 Scheduling Paid Holiday Leave Credits

Accumulated paid holiday leave credits shall be scheduled as paid hours off at a time mutually agreed between the Nurse and the Employer. Nurses may be permitted to continuously carry an accumulation of up to 22.5 hours.

10.13 Holiday Premium Pay

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

- (a) A Full-Time or, Part-Time Nurse who is regularly scheduled to work on a recognized Holiday shall be paid at the rate of one and one-half times (1.5 x) the Nurse's regular rate of pay; or
- (b) A Full-Time or, Part-Time Nurse who works overtime (as defined in Article 7.09) on a recognized Holiday shall be paid at the rate of two times (2 x) the Nurse's regular rate of pay for the overtime worked.

10.14 Hours of Holiday

For the purpose of ascertaining holiday pay, the hours between 0001 and 2400 on the actual calendar date of the holiday shall be compensated at the holiday rate of pay.

10.15 Scheduling Christmas and New Year's Holidays

Each Nurse shall receive either Christmas or New Years day off on the actual day unless mutually agreed otherwise between the Nurse and the Employer. Each Nurse shall be granted one extra day with either the Christmas Day or New Years day off and the Employer shall endeavour to grant as many days off over the holidays as operationally feasible.

10.16 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 use holiday credit for those hours she or he was scheduled to work that day.

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

ARTICLE 11 SENIORITY, LAY OFF, RECALL

11.01 (a) Regular Seniority

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

**(b) Same Date Seniority
Regular Nurses**

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

(c) Nurse from Outside the Bargaining Unit in a Temporary Position

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

11.02 Seniority Lists

(a) The Employer shall post a current Seniority List for Regular Nurses annually in February for thirty (30) days and provide a copy of same to the Local Union.

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

11.03 Loss of Seniority and Employment

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

- (a) The Nurse is discharged for just cause and is not reinstated.
- (b) The Nurse resigns or retires from employment.
- (c) After recall, the Nurse fails to notify the Employer as set out in lay off provisions unless such notice was not reasonably possible.
- (d) The Nurse is laid off for more than two (2) years, subject to layoff provisions.
- (e) The Nurse is absent from work for three (3) consecutive scheduled shifts or more without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (f) The Nurse fails to return from an approved leave of absence, without notifying the Employer unless such notice was not reasonably possible.
- (g) The Nurse takes unauthorized employment while on an approved leave of absence.

11.04 The Nurse who retires from employment loses employment and Service, but if within six (6) months of the retirement, the Nurse returns to work in any Bargaining Unit represented by the Nova Scotia Nurses' Union, the Nurse will maintain the Seniority the Nurse had prior to retirement and may accumulate additional Seniority on a Regular basis depending on the status of the appointment after retirement.

11.05 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 11.05 (a)**, outside the Bargaining Unit is to be longer than specified above, extensions shall only be permissible with the agreement of the Bargaining Unit representatives of the Union Management Consultation Committee. Such agreement shall not be unreasonably denied.
- (c) A Nurse must return to and remain in the Bargaining Unit for a period of at least one (1) month before being employed by the Employer in a position outside of the Bargaining Unit again or she/he will lose all Seniority held at the time of the subsequent transfer.
- (d) In order to maintain and to continue to accrue Seniority under this provision, the Nurse must agree to pay Union dues for each month she or he is appointed to a position, **as described in Article 11.05 (a)**, with the Employer outside of the Bargaining Unit following a period of fifty-six (56) weeks.

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

11.07 Notice of Layoff

- (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 The Employer shall not post or fill vacancies that arise until Nurses on layoff have been considered for such vacancies.

11.09 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 Layoff

(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.

11.11 Recall From Layoff

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.

11.12 Recall – Accept or Decline

The Nurse shall indicate their intention to accept or decline the recall opportunity to the Employer within forty-eight (48) hours of receipt of the recall notice. If the Nurse accepts the recall, the Nurse must be available to return to the Employer within two (2) weeks of the notice of recall unless another time period is mutually agreeable between the Nurse and the Employer.

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

If the Nurse rejects the opportunity for recall and the position was equivalent to her former position, the Nurse will be removed from the recall list and will forfeit the right of recall.

11.13 New Employees

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

ARTICLE 12 VACANCIES AND PROMOTIONS

12.01 Posting

Where a vacancy occurs, a new position is created within the Bargaining Unit or a temporary position exists as the result of a leave of absence of eight (8) weeks or more, a notice shall be posted as soon as possible after the Employer has determined that the vacancy exists and such notice shall be posted for a period of seven (7) calendar days. All applications for vacancies will be in writing. 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.

12.02 Selection

In the selection of applicants for posted vacant positions in the Bargaining Unit, primary consideration shall be given to skill, ability and qualifications to perform the required duties. If skill, ability and qualifications are relatively equal, Seniority shall prevail.

12.03 If the Employer does not intend to fill a vacancy it shall notify a Labour Relations Representative of the Union. Verbal notification shall be sufficient.

12.04 Trial Period

(a) If the position is filled by a successful Nurse from within the Bargaining Unit, 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.

12.05 Orientation

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.

Newly hired Nurses will not be considered part of core staffing during their Orientation Program nor will they be provided with primary assignments.

ARTICLE 13 PREGNANCY, PARENTAL and ADOPTION LEAVE

13.01 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 Articles 13.05 (b) and 13.07 (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 Employees than those contained herein.

13.02 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 13.02 (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.

13.03 Pregnancy Leave – Employer Requirement

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

13.04 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 in accordance with Article 13.01, may be granted sick leave in accordance with the provisions of the Collective Agreement.

13.05 Pregnancy/Birth Allowance

- (a) A Nurse entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
- (i) Where the Nurse is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Nurse during the benefit period;

- (ii) Up to a maximum of 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 purpose of this allowance, a Nurse's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the pregnancy leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurse's classification. For the purposes of this calculation the hours used for a Part-Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Nurse as a percentage of full-time hours, whichever is greater.
- (d) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Nurse for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

13.06 Parental and Adoption Leave

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

- (a) The parental leave of a Nurse who has taken pregnancy/birth leave and whose newborn child or children arrive in the Nurse's home during pregnancy/birth leave,
 - (i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance without the Nurse's returning to work; and
 - (ii) shall end not later than fifty-two (52) weeks after the parental leave began as determined by the Nurse.

- (iii) In no case shall the combined pregnancy/birth and parental/adoption leaves to which Nurse is entitled exceed a maximum of fifty-two (52) weeks.
- (b) The parental leave for a Nurse who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 13.06 (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.

13.07 Parental and Adoption Leave Allowance

- (a) A Nurse entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the Nurse is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the Nurse during the benefit period;
 - (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in

the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.

- (c) For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurse's classification. For the purposes of this calculation the hours used for a Part-Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Nurse as a percentage of full-time hours, whichever is greater.
- (d) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Nurse for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half ($1 \frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

13.08 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.

13.09 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.

13.10 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.

13.11 Benefit Plan Continuation

While on pregnancy/birth or parental or adoption leave, the Employer shall permit the Nurse to continue participation in the NSAHO Group Health, LTD and Pension Plans (subject to the eligibility provisions of the Plans) provided the Nurse agrees to pay the Nurse's share of the benefit premium contribution.

13.12 Special Leave – Birth

Where a Nurse's spouse gives birth to a child, the Nurse shall be granted special leave without loss of regular pay up to a maximum of fifteen (15) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days.

13.13 Special Leave - Adopted Child

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

13.14 Bridging of Service

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

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

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

14.01 Grievance

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

Step 1 When a Nurse has a grievance she may, within seven (7) working days of the discovery or occurrence of the incident giving rise to the grievance, first discuss the grievance with her immediate management supervisor who shall provide her with an answer within seven (7) working days.

Step 2 Should the verbal answer given by the immediate management supervisor not be acceptable to the grievor, the grievance shall be submitted in writing to the head of the nursing department within seven (7) working days. The head of the nursing department shall give a decision in writing within seven (7) working days of receipt of the grievance.

Step 3 If the decision of the head of the nursing department 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 CEO or designate within seven (7) working days of the receipt of the grievance. The CEO or designate shall convene a meeting as soon as reasonably possible with the Union if requested to do so by either party. The CEO or designate shall reply in writing within seven (7) working days of such a meeting.

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

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

14.03 A Nurse who has been dismissed may file a grievance directly at the last step of the grievance procedure within ten (10) days of the notification of the dismissal to a Labour Relations Representative of the Union.

14.04 Policy or Group Grievance

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

14.05 Employer Grievance

The Employer may institute a grievance by delivering the same in writing to the President of the Local Union and the President shall answer such grievance within five (5) working 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.

14.06 Arbitration – Single Arbitrator

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

14.07 Selection of Single Arbitrator

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

14.08 Arbitration - Termination

In the case of a dismissal of a Nurse, as set out in Article 14.03, the Union shall, within fourteen (14) calendar days of the notice of intention to refer the dispute to arbitration, suggest the name of a single Arbitrator to the Employer.

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

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

14.09 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.

14.10 With due regard to the wishes of the Parties, the decision of an Arbitrator in the normal course, shall be handed down in as short a time as possible.

- 14.11** The remuneration of a single Arbitrator shall be in accordance with the provisions of the *Trade Union Act* of Nova Scotia.
- 14.12** Arbitration awards shall be final and binding as provided in the *Trade Union Act* of Nova Scotia. An Arbitrator may not alter, modify or amend any part of this Collective 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.
- 14.13** **Time Limits**
Time limits are directory and an Arbitrator shall be able to overrule a preliminary objection that time limits are missed providing the Arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the other Party's position is not prejudiced by the delay.
- 14.14** **Time Limit – Extension**
The above mentioned time limits may be extended in individual cases, by the written consent of both Parties to this Agreement.
- 14.15** Nothing in this Agreement shall preclude a Nurse or 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 AND TECHNOLOGICAL CHANGE

15.01 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 indicating the Nurse's position with the Employer, including the designation as to his or her percentage of Full-Time hours.

15.02 Position Descriptions

- (a) A Nurse shall have access to a copy of her or his current position descriptions.
- (b) The Employer will endeavour to ensure that position descriptions are reviewed and revised 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.

15.03 Required Education

- (a) The Employer shall provide and fund any Employer required training/education for a Nurse. This provision does not apply to training/education mandated by the College of Registered Nurses of Nova Scotia.
- (b) The Employer will make every reasonable 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 required travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

15.04 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.

15.05 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.

ARTICLE 16 STAFF HEALTH AND SAFETY

16.01 The Employer and the Union shall comply with the provisions of the Nova Scotia *Occupational Health and Safety Act and Regulations* and *Safer Needles in Healthcare Workplaces Act*.

16.02 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.

16.03 The Employer shall make reasonable provisions in respect to the health and safety of Nurses during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Nurses from injury or health hazards shall be provided by the Employer and Nurses shall be required to use them. The Union, the Nurse 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.

16.04 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.

16.05 Injury on Duty – WCB

(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 vacation credits until such time as the Nurse's vacation bank (including any existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.

16.06 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 16.05 (a).
- (b) A Regular Full-Time or Part-Time 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 she/he 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.

16.07 WCB and Return to Work

Where a Nurse has returned to work after being absent for injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two days or less after the day of the injury, the Nurse shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Nurse was unable to work as a result of the Nurse's injury on duty.

ARTICLE 17 PROHIBITION OF DISCRIMINATION

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

ARTICLE 18 RETIREMENT ALLOWANCE, PENSION PLAN, RETENTION BONUS, RETIREE INCENTIVE

18.01 Retirement Allowance

A Nurse who is retiring in accordance with the eligibility requirements of the **NSHEPP** Pension Plan or Canada Pension Plan, or upon death, shall be granted a Retirement allowance, the equivalent of:

- (a) one-half (1/2) month's pay if the Nurse has been employed for three (3) years but less than ten (10) years;

- (b) one (1) month's pay if the Nurse has been employed for ten (10) years but less than fifteen (15) years;
- (c) two (2) months' pay if the Nurse has been employed for fifteen (15) years but less than twenty (20) years;
- (d) three (3) months' pay if the Nurse has been employed for twenty (20) years but less than twenty-five (25) years;
- (e) four (4) months' pay if the Nurse has been employed for twenty-five (25) years but less than thirty (30) years;
- (f) five (5) months' pay if the Nurse has been employed for thirty (30) or more years.

18.02 NSHEPP Plan

- (a) All members of the Bargaining Unit represented by the Nova Scotia Nurses' Union shall be members of the **NSHEPP** pension plan, subject to the eligibility provisions of the **NSHEPP** pension plan.
- (b) The Employer shall, upon request, make available to Nurses the contact information for representatives of the **NSHEPP** pension plan so that Nurses may obtain information about the terms of the Pension Plan.
- (c) **Work After Retirement**
The Employer shall advise all Nurses who are seeking retirement that Nurses may request to return to work as a casual nurse or a Regular Part-Time Nurse while at the same time being in receipt of pension benefits in accordance with provisions of the **Employer's NSHEPP** pension plan and the Portability provisions of Article 20 of this Collective Agreement.

18.03 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. For greater clarity, this provision shall have no retroactive effect and becomes effective upon the date that this Collective Agreement is signed.

18.04 Retiree Recruitment Incentive

The Employer will provide a Recruitment Incentive of \$500 per year to any Nurse who qualifies for a position at Kings Regional Rehabilitation Centre and 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 once in each 12 month period. For greater clarity, this provision shall have no retroactive effect and becomes effective on the date that this Collective Agreement is signed.

ARTICLE 19 SICK LEAVE AND GROUP BENEFITS

19.01 Sick Leave Benefits

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

19.02 Evidence of Illness

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

19.03 Sick Leave Pay

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

19.04 Sick Leave Credit Accumulation

Paid sick leave shall accumulate and be granted at the rate of one hour for each fourteen point four-four-four (14.444) regular hours paid to a total maximum accumulation of eleven hundred and twenty-five (1125) hours.

19.05 Statement of Sick Leave Credits

Each Nurse’s bi-weekly pay record shall confirm the Nurse’s available sick leave.

19.06 Union Representation

A Nurse has the right to be accompanied by a representative of the Union in a meeting with the 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.

19.07 Fraudulently Applying For Sick Leave

Fraudulently applying for and obtaining sick leave shall be cause for immediate discharge. This Article is subject to the grievance and arbitration procedures under Article 14.

19.08 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 employee health information separately and access thereto shall be given only to the persons directly responsible for the administration of occupational health.

19.09 Payment For Certificates And Examinations

Where a Nurse is required by the Employer to submit detailed medical certificates or reports pursuant to an Employer 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. This provision does not apply to evidence of illness under Article 19.02.

19.10 Preventative Medical / Dental and Family Emergency

- (1) Regular full time Nurses shall be allowed a leave of absence up to a maximum of twenty – four (24) hours per calendar year (prorated for regular part-time Nurses) to be debited against sick leave in the following situations:
 - (a) to attend to the illness of a Nurse's spouse, common law spouse or same sex partner previously identified to the Employer, child or parent and when no one other than the Nurse can provide for the needs of the ill person or the needs cannot be attended to outside the Nurse's scheduled hours of work. The purpose of this leave

shall be to permit the Nurse to attend to immediate and unforeseen situations that require the Nurse's immediate attention and to make such arrangements as are necessary to enable the Nurse to return to work.

- (b) the Nurse requests leave in order to engage in personal preventative medical or dental care and such appointments cannot be made outside the employee's scheduled shifts.

For greater clarity, the combined leaves in (a) and (b) shall not exceed twenty-four (24) hours per calendar year for regular full time Nurses or the applicable pro rated hours for part time Nurses.

- (2) The Nurse shall give as much notice of the requirement for leave pursuant to this Article as possible.
- (3) The Nurse's immediate supervisor may require proof of the need for such leave as she considers necessary.
- (4) Leave taken in accordance with this Article shall not be taken into account in the attendance management program.
- (5) The Union shall educate its membership on the conditions to claim leave under this Article.

19.11 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.

19.12 Group Health Insurance

The Employer agrees to pay sixty-five percent (65%) of the cost of the premiums for Group Health benefits (currently NSAHO) or similar Health Care coverage (subject to the eligibility provisions of the Plan) for those eligible Nurses who agree to pay the remaining thirty-five percent (35%) of the premiums.

19.13 Long Term Disability

The Employer shall provide an LTD program (which is currently the NSAHO LTD Plan).

- (a) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.

- (b) Should a Nurse in receipt of Long Term Disability benefits cease to be disabled, and upon reasonable notice from the Nurse, the Employer shall make all reasonable efforts to facilitate the Nurse's return to the Nurse's former or equivalent position with the Employer at no less than the same increment level as when the Nurse was approved for LTD. The Employer reserves the right to require (a) evidence that the Nurse has a Nova Scotia licence to practice nursing, and (b) a medical evaluation by a qualified medical practitioner in order to assist in determining the Nurse's suitability for reinstatement. This Article is subject to all other provisions of the Collective Agreement including the Employer's right to periodically review and assess the likelihood of a Nurse's return to work and the Employer's duty to accommodate disabled Nurses.
- (c) Nurses in receipt of Long Term Disability benefits shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under the Collective Agreement but shall retain any previously accumulated sick leave credits for their use in the event they return to work. Such Nurses may claim accumulated paid vacation and holiday benefits at any time.
- (d) During the elimination period and while in receipt of Long Term Disability benefits, the Nurse may continue to participate in the Benefit Plans provided the Nurse agrees to pay the Nurse's share of the benefit contribution without default.
- (e) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than two (2) years following the commencement of the absence.
- (f) If the Nurse remains in receipt of Long Term Disability benefits after the two (2) years, the Nurse may continue to participate in the Benefit Plans, provided the Nurse pays 100% of the cost of the participation (both the Employer and the Nurse's portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.
- (g) The Employer and the Union have a continuing duty to accommodate, up to the point of undue hardship, a disabled Nurse and are obligated to consider employment opportunities that meet the Nurse's capabilities as established through sufficient medical evidence. Nurses are required to participate with the Union and the Employer in the accommodation process.

ARTICLE 20 PORTABILITY OF BENEFITS

20.00 Nurse Mobility

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

20.01 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)), the Nurse shall be credited with equivalent Seniority as at the time of termination from the other bargaining unit.

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

ARTICLE 21 TERMINATION OF EMPLOYMENT

21.01 Notice of 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.

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 Reasons for Suspension or Termination

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.

21.03 Requirement of Just Cause for Discipline

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.

21.04 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.

21.05 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.

21.06 Disciplinary Record

A Nurse who has been subject to disciplinary action other than suspension may after twenty-four (24) months of continuous Service from the date the disciplinary measure was invoked, request in writing that the personnel 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.

21.07 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 22 ALCOHOL AND DRUG DEPENDENCY

22.01 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 co-operate in encouraging Nurses afflicted with alcoholism or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided Nurses have sufficient sick leave credits, they shall be eligible for sick leave benefits for one authorized treatment program.

22.02 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. This provision does not apply to random body fluid testing ordered by the College of Registered Nurses of Nova Scotia.

ARTICLE 23 PERSONNEL FILES AND PERFORMANCE APPRAISALS

Performance Appraisal

23.01 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.

23.02 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.

23.03 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.

ARTICLE 24 LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

24.01 Letters of Understanding and Memoranda of Agreement in effect during the term of this Agreement are attached in Appendix "C".

ARTICLE 25 UNION MANAGEMENT CONSULTATION COMMITTEE

25.01 The Union and the Employer agree to establish/maintain a Union Management Consultation Committee which shall be comprised of at least two (2) representatives of the Local Union and an equal number of representatives of the

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

25.02 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.

25.03 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.

25.04 The Committee shall meet to discuss matters of concern between the Parties which may include the following:

1. Staffing
2. Orientation
3. Workload
4. Scheduling
5. Transfers
6. Reassignment
7. Scheduling difficulties created by short-term and long-term absences
8. Layoffs
9. Correcting conditions causing grievances and misunderstanding but not any matter that has been referred to the grievance and arbitration process

25.05 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.

25.06 The Committee shall be responsible for:

1. defining problems
2. developing viable solutions to such problems
3. recommending the proposed solutions to the Employer.

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

ARTICLE 26 WORKLOAD

26.00 (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 “D” 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 25.

ARTICLE 27 NO STRIKE / NO LOCKOUT

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

ARTICLE 28 CLIENT PROTECTION

28.01 The Union and the Nurses recognize their responsibilities to provide those services essential to the health and well-being of clients in this facility and will sit down and discuss with the Employer prior to any strike or work stoppage the requirement to provide nursing services for the duration of any strike or work stoppage.

ARTICLE 29 TERM OF AGREEMENT

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

The Parties have executed this Agreement on the ____ day of _____, 2013.

**KINGS REGIONAL
REHABILITATION CENTRE**

NOVA SCOTIA NURSES’ UNION

Judy Heffern
Chief Executive Officer

Janet Hazelton, President

Anne Reade
Director of Client Care

Christine Vanzoost, V.P.

APPENDIX "A"

WAGES

Note: All rates are based on 1950 Hours

Registered Nurse

Classification	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%		
			Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual	
RN-2	Start	\$31.1097	\$60,664	\$31.8875	\$62,181	\$32.8441	\$64,046
	Year 1	\$32.0311	\$62,461	\$32.8319	\$64,022	\$33.8169	\$65,943
	Year 2	\$33.0680	\$64,483	\$33.8947	\$66,095	\$34.9115	\$68,077
	Year 3	\$34.2207	\$66,730	\$35.0762	\$68,399	\$36.1285	\$70,451
	Year 4	\$35.4135	\$69,056	\$36.2988	\$70,783	\$37.3878	\$72,906
	Year 5	\$36.6530	\$71,473	\$37.5693	\$73,260	\$38.6964	\$75,458
	Year 25	\$37.9358	\$73,975	\$38.8842	\$75,824	\$40.0507	\$78,099

RN-1 (Transitional)

Classification	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%		
			Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual	
RN-1	Start	\$27.0561	\$52,759	\$27.7325	\$54,078	\$28.5645	\$55,701

**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 and Casual Nurses based on regular hours paid. That is to say that the annual amount will be divided by 1950 hours and will be payable on each bi-weekly pay based on regular hours paid which shall include the straight time hourly equivalent of overtime hours worked 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 PREMIUMS - GROUP C

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

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

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

A Nurse who qualifies for either premium shall be paid an annual supplement of \$850. This premium shall be paid as a lump sum payment by December 15 of the year in which the Nurse is eligible in accordance with Appendix "B". The premiums shall be prorated for Part-Time and Casual Nurses based on regular hours worked in the previous 12 month period from November 1st to the prior October 31st for the year of eligibility.

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

NURSING PRACTICE PREMIUM - GROUP C
(For illustrative Purposes)

CERTIFICATION IN A SPECIALTY (25 points)
COURSE IN A SPECIALTY (20 points)
COURSE IN A SPECIALTY (15 points)
COURSE IN A GENERAL SKILL/THEORY (10 points)

The Employer will develop guidelines for categories under the above headings after discussion and consultation with the Nurses. If a Nurse intends to participate in any educational program before the list is developed and seek credit for that program in accordance with Appendix B or the intended program is not specifically listed in the guidelines when developed, the Nurse will request the Employer to review the intended course and to determine whether it qualifies for premium before taking the course.

COURSE IN PROFESSIONAL/PERSONAL DEVELOPMENT (10 points)

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

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

INSERVICE/FACILITY BASED EDUCATION SESSIONS (5 points)

E-LEARNING (5 points)

NURSING LEADERSHIP PREMIUM - GROUP C
(For illustrative Purposes)

CATEGORIES:

A. 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

B. Professional Association Involvement

- Maintains an active membership in a Professional Association Special Interest Group. The Employer recognizes maintenance of active membership in the Canadian Association of Gerontological Nurses, Canadian Association of Occupational Health Nurses, and Canadians Association of Hospital Infection Control Association. Other professional association involvement may be recognized by the Employer during the term of this Collective Agreement.
- 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

C. 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 inservice 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)

D. 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)

E. 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 (10 points)

F. Unit Resource/Skill/Content Expert Person

- Provides support/expertise/oversight for education, skills and information needed by colleagues (20 points)

G. 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)

H. Special Projects

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

APPENDIX “C”
LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

MEMORANDUM OF AGREEMENT #1

Supplementary Leave Credits – Late Career Registered Nurses

The Employer will grant paid leave of up to 37.5 hours per year to a Registered Nurse who is in receipt of the Long Service Increment – (e.g. more than 25 years Service). Scheduling of such leave shall be done by mutual agreement, however, it may not be taken during the summer vacation or the Christmas Holiday period. Such a Registered Nurse may not carry over such credit hours from one year to the next.

MEMORANDUM OF AGREEMENT #2

80/20 Positions - Late Career Nurses Strategy

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

MEMORANDUM OF AGREEMENT #3

Innovative Shifts

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

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

MEMORANDUM OF AGREEMENT #4

Reduction In Appointment Status

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

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

1. Accordingly, a Regular Nurse who seeks a temporary or permanent reduction in hours of work and appointment status will seek the approval of the Employer by indicating the amount of reduced hours the Nurse seeks and the duration of such reduced hours. The duration of a temporary reduction in hours must be specified and must not exceed one (1) year.
2. Approval by the Employer shall be discretionary and will ensure that the request will not adversely impact operational requirements of the Employer. Such requests shall not be unreasonably denied.
3. The Employer will notify the Local Union of an approved request. In addition, the Employer will advise the Local Union of either its intention to post the remaining hours or part time equivalent of full-time hours within a reasonable time frame, pursuant to the provisions of Article 12, or to hold the posting. If the Employer intends to hold the posting, it shall also provide the reason(s) for doing so.
4. The Employer will maintain a record of all reduced positions created and the remaining hours. A copy of such documentation will be forwarded to the Local Union regularly.

5. The Employer may consider a request for an extension of the temporary reduction of hours and appointment status subject to the above noted considerations of operational requirements. The Employer will advise the Local Union if an extension is approved.
6. A Regular Nurse who has requested a temporary or permanent reduction in her hours of work and appointment status has status as a Part-time Nurse and the relevant provisions of the collective agreement shall apply.
7. On the date of the return to work from a temporary reduction in hours, or at such earlier or later time as mutually agreed between the requesting Nurse and the Employer, the requesting Nurse is able to return to her previous position and salary without loss of Seniority or Service. Any other Nurse promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position and salary without loss of Seniority or Service.
8. In extraordinary circumstances, the Employer may cancel a temporary reduction in hours with thirty (30) days notice. In the event a temporary reduction is cancelled, the Regular Nurse is able to return to her previous position and salary without loss of Seniority or Service. Any other Nurse promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position and salary without loss of Seniority or Service. The Employer will advise the Local Union of the reason(s) for the cancellation.

MEMORANDUM OF AGREEMENT #5

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 8.18 – Nurse Identity shall form the basis of the MOA.

MEMORANDUM OF AGREEMENT #6

DENTAL PLAN

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

1. The Employer will make every effort to make Dental benefits available to eligible permanent Nurses 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 Nurses, 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% Nurse.

MEMORANDUM OF AGREEMENT #7
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

LETTER OF UNDERSTANDING #1

(Flex Time – Infection Control / Staff Health Nurse)

1. The Parties recognize that, from time to time, the Employer may require that the job functions of the Staff Health Nurse be completed outside the regular hours of work and from time to time the Infection Control Nurse.

2. The Parties agree that in those circumstances the Employer and the Infection Control / Staff Health Nurse will meet for the purpose of arranging a flexible schedule for the Staff Health Nurse to meet such needs.

3. Upon mutual agreement on a flexible work schedule, the Infection Control/Staff Health Nurse shall not be entitled to overtime.

The Parties have executed this Agreement on the ____ day of _____, 2013.

**KINGS REGIONAL
REHABILITATION CENTRE**

NOVA SCOTIA NURSES' UNION

Judy Heffern
Chief Executive Officer

Janet Hazelton, President

Anne Reade
Director of Client Care

Christine Vanzoost, V.P.

APPENDIX "D"

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.