

Collective Agreement

Between

Parkland at the Lakes Limited

**carrying on business as
Kinross Hall and Lewis Hall
(the “Employer”)**

-and-

**The Nova Scotia Nurses’ Union
(the “Union”)**



Term: January 9, 2017-December 31, 2019

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ARTICLE 1 PREAMBLE

1.01 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 promote the morale, well-being and security of 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 regular Full-Time, Part-Time, and Casual Registered Nurses and Licensed Practical Nurses and such Nurses in a Temporary position employed by the Parkland at the Lakes Limited, carrying on business as Kinross Hall and Lewis Hall, except those persons excluded by Section 2(2) of the Trade Union Act.

2.02 No Interference or Discrimination

The Employer and the Union agree not to interfere with the rights of the Nurses or the Employer, and there shall be no discrimination, interference, intimidation, restraint or coercion by either Parties to this Agreement. The Union further 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.

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, including but not restricted to:

- a) Operating and managing the business and operations, establishing standards and procedures for the service, care, safety, welfare and comfort of clients;
- b) Maintaining order and efficiency and making or altering rules and regulations to be observed which are not in conflict with any provision of this agreement; and
- c) Selecting, hiring, directing, transferring, promoting, demoting, classifying, re-classifying, laying-off, re-hiring, suspending, discharging immediately for just and proper cause or otherwise disciplining Nurses.

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 works on a day to day or relief basis as required. A Casual Nurse may be offered work as outlined in this Agreement. The Employer may offer work to a Casual Nurse at the Employer's discretion subject to the provisions of this Agreement. Once a Casual Nurse accepts a work assignment, including a scheduled extra shift, a relief shift or a Temporary Position, the Casual Nurse is obligated to work. Except where specifically excluded, the provisions of this Agreement apply to a Casual Nurse.

4.02 Employer

means Parkland at the Lakes Limited, Kinross Hall and/or Lewis Hall

4.03 Full-Time Nurse

(i) Means an Nurse who is regularly scheduled to work eight (8) hour shifts, would average eighty (80) hours scheduled bi-weekly; or

(ii) Means a Nurse who if regularly scheduled for twelve (12) hour shifts, would average eighty-four (84) hours scheduled bi-weekly over a schedule cycle.

4.04 Graduate Practising License

A Nurse who holds a "graduate practising license" as that term is defined under the *Licensed Practical Nurses Act, S.N.S. 2006 c.17 and Regulations* made thereunder, shall be paid at the rate of LPN 1, until such time as the individual obtains an active practising license, when she or he will move to the classification of LPN 2. The Anniversary Date will be the original date of employment as a Nurse

with a “graduate practising license”. A Nurse who holds a “temporary license” will be placed at the appropriate level on the increment scale for the appropriate classification for the position (LPN 2).

4.05 Immediate Family

includes the Nurse’s spouse (common law); child (step child); parent (step parent); sibling (step-sibling); grandchild (step-grandchild); grandparent; father-in-law, mother-in-law; son-in-law, daughter-in-law, legal guardian and the legal ward of the Nurse. The “in law”, legal and “step-relative” relationships referred to in this provision will only be considered “Immediate Family” in cases where it is a current relationship at the time the benefit is claimed.

4.06 Licensed Practical Nurse

is one who is currently registered with the College of Licensed Practical Nurses of Nova Scotia and who is employed at Parkland at the Lakes Limited as a Licensed Practical Nurse.

4.07 Local Union

means the applicable Local of the Nova Scotia Nurses’ Union for Parkland at the Lakes Limited, Kinross and/or Lewis Hall.

4.08 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. The employee benefits of this Collective Agreement are applicable to a Part-Time Nurse on a pro rata basis.

4.09 Probationary Period

(a) means that period for newly hired Regular or Casual Nurses up to 680 hours worked, including orientation hours. 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 300 hours worked. This probationary period may be extended by mutual agreement between the

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

- (d) A Nurse who changes status from Casual or Regular shall not be required to serve a new probationary period but shall be subject to the applicable trial period for the new position in accordance with Article 12.04.

4.10 Union Management Consultation Committee

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

4.11 Registered Nurse

is a Nurse who is currently registered with the College of Registered Nurses of Nova Scotia and is employed at a Parkland at the Lakes as a Registered Nurse.

4.12 Regular Nurse

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

4.13 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.

4.14 Regular Rate of Pay

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

4.15 Temporary Reassignment

- (a) Occurs when a Nurse is temporarily assigned by the Employer:
 - (i) to a different classification and position title;
 - (ii) to a work unit other than the Nurse's usual work unit.
- (b) A Nurse who is temporarily assigned will retain her regular hourly rate unless she is temporarily assigned to a different classification and position title which has a pay scale which provides for a higher rate of pay, in which case she shall receive that higher rate of pay for the duration of the temporary assignment.
- (c) The Nurse shall only be reassigned to work where the Employer deems the Nurse to be capable of performing the required duties. The Nurse may require orientation to the assignment.
- (d) If a situation requires a Temporary Reassignment, the Employer shall first request volunteers for the temporary reassignment. If no Nurse volunteers, the Employer shall reassign in an equitable manner.

4.16 Hours Paid vs. Hours Scheduled

Where the agreement references 7.5 or 11.25 hours, it is understood that this refers to hours paid. Where the agreement references 8 or 12 hours, it is understood that this refers to hours scheduled.

4.17 Union

means the Nova Scotia Nurses' Union.

4.18 For the purpose of this Agreement, the female shall be deemed to include the male and the singular deemed to include the plural and vice versa.

4.19 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 21 (PORTABILITY). (Casual Nurses are governed by Article 4.19 (b)).

(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 1957.5 hours equalling one (1) year of service.

4.20 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 practicing license, when she or he will move to the appropriate classification for the position. The Service 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.

4.21 Temporary Position

(i) A position that the Employer has determined will be in excess of ten (10) consecutive work weeks but 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.

(ii) A Nurse filling a Temporary Position shall accumulate the vacation, holiday and sick leave benefits of the Agreement on a pro rata basis to regular hours paid which shall include the straight time hourly equivalent of overtime hours worked to a maximum of the entitlement for a Regular Position. *All other provisions are applicable to the Nurse in a Temporary Position unless specified otherwise.*

- (iii) A Nurse filling a Temporary Position will maintain their entitlement for group health benefits and RRSP entitlement, but scheduling, sick leave accrual, statutory holidays, and vacation benefits will be based on the *Regular Hours Paid*.

ARTICLE 5 UNION REPRESENTATION AND UNION LEAVES

5.01 The Employer will recognize a Union Committee of three members of the bargaining unit. The Employer shall be advised of the names of members of this committee and shall be notified of any changes. It is agreed that Union representatives have their regular duties and responsibilities to perform and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such Steward will report to their immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

5.02 Collective Agreement Administration

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.

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. 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.

5.04 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 One (1) representative from the Local as designated by the Union shall be permitted to attend and shall not suffer loss of pay as a result of involvement in joint negotiations between the Employer and the Union.

- (a) 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 Collective Agreement.
- (b) 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.

5.06 Provincial Negotiating Committee

- (a) In the event that a Nurse is a member of the Provincial Negotiating Committee (“PNC”), the Employer will make every reasonable effort to accommodate time off for the Nurse to participate in Union caucus meetings and direct negotiations with any multiple employer group bargaining table, subject to operational requirements.
- (b) At the request of the Nova Scotia Nurses’ Union, the Employer will maintain pay at the regular rates and benefit coverage for a member of the PNC and the Employer will invoice the Nova Scotia Nurses’ Union for all such costs, unless a cost sharing arrangement is agreed to by the Employer(s) and the Union.

5.07 Reproduction of the Collective Agreement

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

5.08 Union Leave

- (a) Subject to operational requirements such as the Employer’s ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request, the Employer shall grant leaves of absence without pay for one (1) Nurse from the Facility chosen to represent the Nurses’ Union at the Annual and/or Provincial Meetings.
- (b) Additional Nurses may request an unpaid leave of absence to attend the Annual and/or Provincial Meetings of the Union, and such request shall be granted subject to operational requirements such as the Employer’s ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request.
- (c) Subject to operational requirements such as the Employer’s ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given reasonable advance notice of the request, the Employer shall grant leaves of absence without pay for a member of the Nova Scotia Nurses’ Union Board of Directors, or Provincial Committee, (except the Provincial Negotiating Committee which is governed by Article 5.06) to attend such Board or Committee meetings.
- (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.

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

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

5.11 Leave of Absence for the Full-Time President

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

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

5.12 Acquaint Newly Hired Nurses

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

5.13 Union Orientation

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

5.14 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 management supervisors, when such an arrangement does not affect other Nurses in the Bargaining Unit.

5.15 Bulletin Boards

The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all Nurses in the bargaining unit of the activities of the Union. All postings will be respectful towards the Employer, Nurses and the Union.

5.16 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the General Manager or designate and the President of the appropriate 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 appropriate Local.

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 endeavor to advise a representative of each Local Union of all appointments, leaves of absence, resignations, and retirements.
- 6.08** **Licensing Body Dues Deduction**
- (a) On an annual basis, on December 1, all full time and part time Nurses shall automatically be enrolled in the payroll deduction program for professional fees. Deductions would begin the first pay period of the new calendar year. If a Nurse is contributing through another employer, they may opt out of the program by informing payroll via their Workforce Coordinator before November 30.
 - (b) The full amount due must be collected in the seventeenth pay period. If a Nurse goes on an unpaid leave of absence and Payroll is unable to collect the full amount within the required period, any funds collected will be refunded at the end of the program. At which time, the Nurse will be responsible to make their own remittance to their respective college. Payroll will conduct periodic reviews over the seventeen (17) pay periods and may process a catch up deduction (provided there are sufficient earnings) with notification to the Nurse to ensure the full balance outstanding is collected by mutual agreement.
 - (c) Mandatory participation does not eliminate the need for the Nurse to register individually with their college. If the Nurse does not register with the college by the due date, all deductions collected through payroll must be refunded to the Nurse. Shannex is not permitted by the college to submit payment on behalf of a nurse if the nurse has not personally completed their registration.
 - (d) This provision does not apply to Casual Nurses.

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

7.01 The hours of work for a Full-Time Employee will normally average eighty (80) hours scheduled bi-weekly for Employees working eight (8) hour scheduled shifts and would normally average eighty (80) hours scheduled bi-weekly over a schedule cycle for Employees scheduled twelve (12) hour shifts.

7.02 Breaks

The following breaks will occur during each scheduled shift length:

- a) Shifts four (4) hours in length-One (1) paid break of 15 minutes;
- b) Shifts of eight (8) hours, but less than twelve (12) hours in length-One (1) unpaid meal break of 30 minutes and Two (2) paid breaks of 15 minutes each;
- c) Shifts of twelve (12) hours or more in length-One (1) unpaid meal break of 45 minutes; and Three (3) paid breaks of 15 minutes each.

7.03 Meal and Rest Breaks

- (a) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow each Nurse to have designated meal and rest break(s) at regular intervals during the shifts.
- (b) The Employer shall make every reasonable effort to ensure that no Nurse will work longer than five (5) consecutive hours without a break, unless mutually agreed between the Nurse and the Employer.
- (c) Nurses 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) 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 paid their current rate for their one-half (1/2) hour or forty-five (45) minutes lunch period provided they notifies the Employer prior to or at the end of their shift and shall not be entitled to overtime pursuant to this Agreement under these circumstances.

7.04 Days Off

For Nurses scheduled to work twelve (12) hour shifts, the following shall apply:

- a) 12 Hour Full Time Nurses shall have at least seven (7) days off in each two (2) week period unless

mutually agreed upon otherwise.

This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

7.05 Weekends Off

Full-Time Nurses shall have one weekend off in each two (2) week period unless mutually agreed otherwise.

The Employer shall endeavor not to regularly schedule Part-Time Nurses to work more than two (2) weekends in four (4) unless mutually agreed otherwise.

Provided, however, it is expressly understood that operational needs may require a Nurse to work additional shifts, including weekends.

7.06 Limit on Consecutive Days of Work

For Nurses not scheduled to work twelve (12) hour shifts, Nurses shall not be regularly scheduled to work more than six (6) consecutive days between days off, unless mutually agreed. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

7.07 Time Off Between Shifts

For Nurses scheduled to work twelve (12) hour shifts, the Employer will schedule at least twelve hours off between regularly scheduled shifts unless mutually agreed otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

7.08 Posting of Schedules

The work schedule for all Nurses will be posting shall be posted electronically two (2) weeks in advance of commencement of the schedules to be worked.

7.09 Additional Shifts

- (a) After a schedule has been posted, where additional shifts become available because of short-term absences the shift will be offered via mobile application and the following will apply:
 - (i) the most senior nurse what indicated availability within the application will be offered the shift;
- (b) if the shift(s) is not filled under (a), the shift shall be assigned to Part-Time Nurses at the Facility on the basis of availability (at straight time rates) and Seniority;
- (c) if the shift(s) is not filled under (a) or (b), the shift shall be offered to Part-Time Nurses or Casual Nurses at the facility on the basis of availability (at straight time rates) and Seniority.

7.10 Shift Exchanges

It shall be permissible for two (2) Nurses to exchange their days off, or their shifts, if mutually agreeable and with the consent of the Employer. Consent for such exchanges will not be unreasonably requested or withheld, provided that:

- (a) there must be no increased cost to the Employer;
- (b) the shift exchange must be the same number of hours; and
- (c) shifts exchanged must be in the current or following pay period.

7.11 Notice of Change of Master Schedule

The Employer shall not change the master schedule without giving the Union thirty (30) days' notice of the intended change.

During the thirty (30) day notification period, the Parties will meet to discuss the reasons for the change and review any other options.

It is the intent of the Parties that through these discussions every reasonable effort will be made to reach a mutually agreeable decision.

7.12 Changed Schedules/Changed Shifts

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.

- (a) A minimum of twenty-four (24) hours' notice in advance of a scheduled shift shall be given to the Nurse when the shift to be worked is changed. A change of shift occurs when both the scheduled start time and end time for a scheduled shift is changed or the calendar date of the shift is changed.
- (b) Except where the change is by mutual agreement between the Nurse and the Employer, if the schedule is changed by the Employer without the minimum twenty-four (24) hours' notice prior to the start of the original shift, the Nurse shall be compensated at the overtime rate for each hour worked.
- (c) 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 7.15) of this Collective Agreement.
- (d) Casual Nurses may have relief shifts cancelled with three (3) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled relief shift, the Casual Nurse shall be provided with work or be paid for the cancelled relief shift.

7.13 Guaranteed Work

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

7.14 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 7.15, whichever is greater.

7.15 Overtime

- (a) Nurses working an eight (8) hour rotation, shall be compensated in accordance with the overtime provisions, for each hour worked in excess of eight (8) hours in any one day;
- (b) Nurses working a twelve (12) hour rotation, shall be compensated in accordance with the overtime provisions, for each hour worked in excess of twelve (12) hours in any one day;
- (c) Nurses who work a combination of eight (8) and twelve (12) hour shifts shall be compensated in accordance with the overtime provisions if they are required to work in excess of eight (8) hours in any one day. If Nurses agree to work in excess of eight (8) hours in any one day they shall be paid their regular rate of pay until they work in excess of twelve (12) hours in any one day, in which case they shall be compensated in accordance with the overtime provisions.
- (d) Time worked in addition to the regular scheduled shifts or time worked in a bi-weekly pay period that is in excess of the following, shall be compensated at a rate of one and one-half times (1.5 x) the Nurse's regular hourly rate for the overtime worked, subject to the provisions of Article 7.15.
 - (i) For Full Time Nurses on a scheduled day off;
 - (ii) In excess of eighty (80) hours bi-weekly for Nurses working eight (8) hour rotations;
 - (iii) In excess of eighty-four (84) hours bi-weekly for Nurses working twelve (12) hour rotations;
 - (iv) In excess of eighty-four (84) hours bi-weekly for Nurses working eight (8) and twelve (12) hour shifts in the same rotation or in excess of twelve (12) hours in any one day or if required to work in excess of eight (8) hours in any one day as set out in Article 7.15.

- (f) Overtime must be approved or authorized by the Departmental Supervisor or designate
- (g) Overtime shall be paid within two (2) pay periods of its occurrence.
- (h) 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
- (i) Casual Nurses shall only be entitled to be paid overtime after working eighty-two and one half (82.5) hours in a bi-weekly period

7.16 Double Shifts

- (a) No Nurse shall be required to work a double shift without her consent, except in emergency situations, unless the Employer has made every reasonable effort to find a Nurse to work the shift.
- (b) Unless mutually agreed upon otherwise, any Nurse required to work a double shift shall have their next scheduled shift off where operational requirements permit.

7.17 Meal Allowance on Overtime

- (a) Nurses will be provided with a meal or a meal allowance in accordance with the Employer's policy. During the second shift of a double shift, the Employer shall be responsible to supply the Nurse(s) with a meal. If a meal is not available, the Nurse will be permitted to order a meal not to exceed Ten Dollars (\$10.00). The Nurse shall be reimbursed, upon presentation of a receipt for a meal.
- (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.

7.18 Nursing Coverage

Nurses agree to maintain nursing coverage for all units during the shift change subject to the overtime provisions of Article 7.15.

7.19 Semi-Annual Time Change

The changing of daylight saving time to standard time, or vice-a-versa, shall not result in Nurses being paid more or less than their normal scheduled daily hours. The hour difference shall be split between the Nurses completing their shift and those commencing their shift.

7.20 Transportation

If the Employer requires that a Nurse arrive at or leave the place of their employment between 2400 hours and 0600 hours, in the event that the Nurse does not have her own transportation and public transportation is not available, the Employer will reimburse the cost of taxi fare as verified by the receipt.

7.21 Casual Nurse Availability

- (a) Casual Nurses shall confirm to the Employer the extent of their availability for shifts.
- (b) Casual Nurses who have indicated an ability to work may be offered shifts in accordance with operational requirements.
- (c) Where the availability status of a Casual Nurse changes from that previously accepted by the Employer, the Casual Nurse must indicate the extent of the change in availability.

ARTICLE 8 SALARIES, INCREMENTS, PREMIUMS

8.01 Recognition of Previous Experience

Within the first 30 days of hiring in the classification, when a Nurse has produced proof or evidence of his/her nursing experience hours, initial placement of the Nurse on the salary scale in Appendix "A" shall be in accordance with the following provisions provided the Nurse has not been away from active nursing for more than five (5) years.

- (a) A Nurse with less than 1957.5 hours 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 1957.5 hours of satisfactory recent nursing experience shall be placed at the Step one rate of the salary scale of Appendix "A".
- (c) A Nurse with a minimum of 3,915 hours of satisfactory recent nursing experience shall be placed at the Step two rate of the salary scale of Appendix "A".
- (d) A Nurse with a minimum of 5,872.5 hours of satisfactory recent nursing experience shall be placed at the Step three rate of the salary scale of Appendix "A".
- (e) A Nurse with a minimum of 7,830 hours of satisfactory recent nursing experience shall be placed at the Step four rate of the salary scale of Appendix "A".

- (f) A Nurse with a minimum of 9,787.5 hours or more of satisfactory recent nursing experience shall be placed at the Step five 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 Rates of Pay

Nurses shall be paid in accordance with the rates of pay set out in Schedule "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 1957.5 hours.

8.03 Pay Day

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

8.04 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.

8.05 Facility Responsibility Pay

In the absence of management staff, the Employer may designate a Nurse to be responsible for a Facility. If designated, the Nurse will receive a premium of two dollars (\$2.00) per hour for each hour worked with the designated responsibility.

8.06 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.

8.07 Retroactivity

Retroactivity shall only apply to provisions of the salary adjustment in Appendix "A", annexed hereto. The Employer endeavours to compute and pay the salary adjustments for each Nurse as expeditiously as reasonably possible. Otherwise the provisions become effective on the date of signing the renewal Collective Agreement or as expressly stated in the Collective Agreement.

8.08 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 LEAVES 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 100% of the cost of the participation (both the Employer and Nurse portion) in the Benefit Plans.

When a Nurse commences personal leave:

(i) the Employer shall pay its share of the premiums for group insurance benefits for the calendar month in which the leave commences;

(ii) After the first calendar month, a Nurse may elect to continue group coverage by paying the Employer, on a monthly basis, one hundred percent (100%) of the premiums payable with respect to the Nurse, and the Employer will remit the premium to the insurer. The Employer will provide the Nurse with advance notice of the amount owing and when it is payable. Failure on the part of the Nurse to submit payments by the date premiums are due, may result in the cancellation of benefits.

(c) Nurses who, prior to the unpaid LOA, were participating in payroll deductions at the commencement of the unpaid LOA shall be responsible for making specific arrangements with the Employer for continued participation.

9.02 Working During Leave of Absence

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

9.03 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.

9.04 Restrictions on Leaves at Certain Times of Year

Except where operational requirements permit or under extenuating circumstances, leaves of absence may not be taken between December 15 and January 10 of any year or between June 15 and September 15.

9.05 Orientation After Leaves in Excess of Six (6) Months

When a Nurse has been on a leave of absence for a period in excess of six (6) months, the Nurse shall be required to attend for a paid seven and one half (7.5) hour period of orientation, prior to the Nurse's return to work.

9.06 Bereavement Leave

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.

- (a) In the event of a death in the Nurse's Immediate Family as defined in Article 4.05, including the Nurse's spouse (common law); child (step child); parent (step parent); sibling (step-sibling); grandchild (step-grandchild); grandparent; father-in-law, mother-in-law; son-in-law, daughter-in-law, legal guardian and the legal ward of the Nurse. The "in law", legal and "step-relative" relationships referred to in this provision will only be considered "Immediate Family" in cases where it is a current relationship at the time the benefit is claimed; the Nurse shall be granted five (5) consecutive days' leave of absence effective midnight following the death. The Nurse shall be paid for all shifts she or he would normally be scheduled to work during those five (5) days leave if the death had not occurred.
- (b) Up to two (2) consecutive days bereavement leave with pay shall be granted for the purpose of attending the funeral of a brother-in-law or sister-in-law, aunt or uncle, niece or nephew provided that such day is the Nurse's normally scheduled working day.
- (c) If a Nurse is on vacation at the time of the bereavement leave, the Nurse shall be granted bereavement leave and be credited the appropriate number of days to her vacation credits.
- (d) A Nurse who would be on a leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.
- (e) The provisions of Article 9.06 (a) through 9.06 (d) inclusive are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

9.07 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 twenty-six (26) 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 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 as arranged.

9.08 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 fulfil 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.
- (g) All compensation received by the employee for any scheduled day of work for such jury duty will be paid over to the Company provided that the Employee receives the greater amount.

The provisions of this Article 9.08 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

9.09 Education Leave

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

Nurse agrees to pay both the Employer and Employee share of the contributions.

Where a Nurse is on approved education leave:

- (i) the Employer shall pay its share of the premiums for group insurance benefits for the calendar month in which the leave commences;
- (ii) After the first calendar month, a Nurse may elect to continue group coverage by paying the Employer, on a monthly basis, one hundred percent (100%) of the premiums payable with respect to the Nurse, and the Employer will remit the premium to the insurer. The Employer will provide the Nurse with advance notice of the amount owing and when it is payable. Failure on the part of the Nurse to submit payments by the date premiums are due, may result in the cancellation of benefits.

9.10 Leave for Storm Or Hazardous Conditions

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

- (a) take the absent time as unpaid; or
- (b) deduct the absent time from accumulated overtime, holiday time or vacation; or
- (c) when the Nurse has no entitlement to accumulated paid leave, the Nurse may, with prior approval of the Employer, make up the absent time as the scheduling allows.

The provisions of this Article 9.11 (b) and (c) are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

9.11 Adverse Weather Conditions

A Nurse who is unable to come to work on time, due to unsafe or impassable road conditions as declared by the Highway Authority or the police will be:

- (a) Paid for a full shift if the Nurse arrives for work within the first two (2) hours of the scheduled shift.
- (b) Only be paid for hours of actual work if the Nurse arrives past the first two (2) hours of her scheduled shift.

- (c) A Nurse who has been called in or who is working overtime as a result of replacing the Nurse who is late, shall be paid for all hours worked at applicable rates. At the time of arrival of the originally scheduled Nurse, the replacement Nurse will be relieved, and no further payment will ensue.
- (d) The above clauses do not remove the responsibility from a Nurse to contact the Employer, if able, in regard to her intent to come to work.
- (e) Such time shall not be referred to or used in calculations with respect to the attendance of the Nurse.

ARTICLE 10 VACATIONS AND HOLIDAYS

10.01 Annual Vacation Accumulation

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

“Regular hours paid” for the purpose of calculating paid vacation leave credits shall include the straight time hourly equivalent of overtime hours worked to the applicable maximum annual vacation entitlement as set out below.

Vacation accumulates on extra or relief shifts, vacation hours paid, holidays paid, paid leaves of absence and paid days off for Union business.

Vacation should be taken during the calendar year in which it is earned. The annual vacation accumulation period is April 1 to March 31.

Annual vacation leave shall accumulate as follows:

- a) During the first 9787.5 Hours Worked, vacation will accrue at the rate of 0.0577 times Hours Worked, to a maximum of 112.5 hours per year;
- b) After 9787.6 Hours Worked up to 29362.5 Hours Worked, vacation will accrue at the rate of 0.07675 times Hours Worked to a maximum of 150 hours per year;
- c) After 29362.6 Hours Worked, vacation will accrue at the rate of 0.09619 times Hours Worked to a maximum of 187.5 hours per year.

The provisions of this Article 10.01 to 10.11 inclusive are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

10.02 Maximum Accumulation

A Nurse can accumulate up to the above entitlement and an additional thirty-seven and one-half (37.5) hours. Annually on February 1, a review will be conducted and any earned and unscheduled will then have to take vacation or be scheduled in for this vacation by their Supervisor.

10.03 No Waiver of Vacation Leave (Full-Time)

No Full-Time Nurse shall be allowed to waive vacation and receive pay in lieu of vacation.

10.04 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.

10.05 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 carryover all or part of their **unused** vacation credits to the subsequent vacation year.

In extraordinary circumstances at the request of the Nurse, the unused vacation credits or a portion thereof may be paid out by the employer at the Employer's sole discretion.

10.06 Vacation Scheduling – General

- (a) Operational requirements shall be the governing factor in approving vacation requests.
- (b) The Employer shall post vacation entitlement and vacation schedules giving preference of vacation times, wherever possible, to Nurses with greater Seniority at which the Nurse is regularly scheduled.
- (c) Seniority may not be exercised to displace a posted vacation.
- (d) No Nurse shall normally be granted vacation between December 15 and January 10, provided however where, in the opinion of the Employer, there are exceptional circumstances and the vacation leave would not affect operational needs/efficiency, then the Nurse may be granted vacation during this period.
- (e) Subject to operational requirements and operational efficiency, it shall be permissible for Nurses to take vacation time in small allotments.

10.07 Summer Vacation Scheduling

- (a) Vacations between June 15 and September 15 must be requested in writing before April 1.
- (b) Nurses will be given an opportunity to self-schedule their own vacation. However, if an agreement cannot be reached, the following procedure shall be followed.

In incidents of conflicting or overlapping preference, the Senior Nurse may apply her Seniority within the Facility only once to cover a maximum period of two (2) continuous weeks between June 15th and September 15th each year. Operational requirements permitting, vacation may be scheduled as a single unbroken period (i.e. more than two (2) weeks).

(c) Approved vacation schedule shall be posted by May 1.

10.08 Other Vacation Scheduling

Except in extraordinary circumstances, requests for vacation time other than during June 15th to September 15th, must be submitted in writing at least two (2) weeks prior to the posting of the schedule covering the vacation time requested. The Nurse shall be notified at least one (1) week in advance of the vacation time if the vacation has been approved.

10.09 Sick Leave During Vacation

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

10.10 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.

10.11 Vacation Accrual upon Termination/Resignation

Upon termination or resignation, the accrued Vacation balance will be paid out on the final pay.

10.12 Holidays

(a) Subject to qualification criteria as set out in Article 10.13, Full Time and Part Time **Nurses** will be entitled to the following:

**New Year's Day
Heritage Day
Good Friday
Easter Monday
Victoria Day
Canada Day**

**Natal Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day**

- (b) Subject to qualification criteria as set out in 10.13, Casual Nurses are entitled to the following holidays:

New Year's Day
Heritage Day
Good Friday
Canada Day
Labour Day
Christmas Day

10.13 Entitlement to Paid Holiday Leave Credits

To be eligible for holiday pay, and Nurse must work their scheduled shift immediately before and after the holiday.

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

- 10.14** 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.

10.15 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, Part-Time or Casual 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;

- 10.16** Unused banked holiday time from the previous year remaining at the end of the calendar year will be paid out on the first pay in February each year.

- 10.17** When a holiday falls within a scheduled vacation period or on a scheduled day off, the Nurse will receive another day, in accordance with Article 10.12 above, at a time at a mutually agreeable time.

10.18 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.

10.19 No Pyramiding

There shall be no pyramiding of benefits.

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

10.21 Scheduling Christmas and New Year's Holidays

- (a) Nurses will be given an opportunity to self-schedule the Christmas and New Year's holidays. If an agreement cannot be reached, the Employer will schedule Nurses so that each Nurse shall have either Christmas or New Year's off on the actual day, unless mutually agreed otherwise; should the Employer do the scheduling, it will be done on an alternate basis, i.e. Christmas off one year and New Year's off the next.
- (b) Subject to the operational needs/efficiency of the Employer, unless mutually agreed upon otherwise, the Employer shall endeavour to permit:
 - (i) each Full-Time Nurse to receive five (5) consecutive days off to include Christmas Day or New Year's Day; and
 - (ii) each Part-Time Nurse to receive three (3) consecutive days off to include Christmas Day or New Year's Day.

The provisions of this Article 10.21 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

10.22 Holiday and Sick Leave Pay

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

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.
- (b) **Casual Seniority**
Casual Seniority shall apply to a Casual Nurse (including a Casual Nurse in a Temporary Position) and is defined as the hours worked by a Casual Nurse from the date of the first shift worked in the Bargaining Unit. A record of hours worked by a Casual Nurse shall be kept by the Employer. This record shall constitute the Casual Seniority List.

(c) **Casual Nurse in a Temporary Position appointed to a Regular Position**

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

(d) **Same Date Seniority**

(i) **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.

(ii) **Casual Nurse**

In the event that a Casual Nurse becomes a Regular Nurse and the subsequent conversion of hours results in the same Seniority date as a current Bargaining Unit member(s), the Casual Nurse who has converted his/her hours shall be placed on the Seniority list below the other pre-established Bargaining Unit member(s) with the same Seniority date.

11.02 Seniority Conversion

(a) A Nurse who changes employment status from Regular to Casual shall have the Nurse's Regular Seniority converted to hours paid on the basis of one (1) year of Casual Seniority equalling 1957.5 hours paid and shall then accumulate further Casual Seniority on the basis of regular hours paid.

(b) A Casual Nurse while working in a Temporary Position shall have hours paid while in the Temporary Position accumulate on the Casual Seniority list.

(c) A Nurse hired to a Temporary Position shall be a Casual Nurse and accumulate Casual Seniority for the hours paid in the Temporary Position. In the event the Nurse becomes a Casual Nurse and continues in an employment relationship at the completion of the temporary period the Casual Seniority shall continue to accumulate.

In the event that a Casual Nurse becomes a Regular Full-Time or Regular Part-Time Nurse, her Casual Seniority earned shall be converted to Regular Seniority on the basis of one (1) year of Seniority for each 1957.5 hours of Casual Seniority, pro-rated as required. She shall then accumulate further Regular Seniority from the length of her employment as a Regular Part-Time or Regular Full-Time Nurse. For clarification, Casual Nurses cannot convert more than 1957.5 hours of Casual Seniority for each year of employment regardless of the number of Casual Hours worked in any one (1) year.

11.03 Seniority Lists

- (a) The Employer shall post a current Regular Seniority List for Regular Nurses (with separate lists for Registered Nurses and Licensed Practical and a Casual Seniority List for Casual Nurses (with separate lists for Registered Nurses and Licensed Practical 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.
- (c) A record as to the hours worked by Casual Nurses shall be maintained by the Employer and be made available to a Labour Relations Representative of the Union. This record shall constitute the Casual Seniority List.

11.04 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 in excess of three consecutive scheduled shifts or more without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (f) The Nurse who retires from employment loses employment and Service, but if within six months of the retirement, the Nurse returns to work in any Bargaining Unit represented by the Nova Scotia Nurses' Union, the Nurse will maintain the Seniority the Nurse had prior to retirement and may accumulate additional Seniority on Regular basis depending on the status of the appointment after retirement.
- (g) The Nurse fails to return from an approved leave of absence, without notifying the Employer unless such notice was not reasonably possible or takes unauthorized employment while on an approved leave of absence.

11.05 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.

The provisions of this Article 11.05 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

11.06 Definition of Layoff

A lay-off shall be defined as a reduction in the work force or a reduction in a Nurse's guaranteed hours of work.

The provisions of Articles 11.06 to 11.13 inclusive are not applicable to a Casual Nurse.

11.07 Layoff and Recall

In the event of layoff Nurses shall be laid off in reverse order of Seniority and recalled in order of Seniority. However, Seniority may be bypassed where the Employer establishes that special skills and/or qualifications are required.

11.08 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 at which time as much notice as possible will be given.

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

11.10 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.

11.11 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.

11.12 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.

11.13 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 one (1) week of the notice of recall unless another time period is mutually agreeable between the Nurse and the Employer.

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

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

11.14 New Employees

No Nurse outside the Bargaining Unit shall be employed until all those 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 established the need to recruit those with special skills and/or qualifications.

11.15 Laid-off Nurses shall be recalled in order of Seniority to fill vacancies.

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 ten (10) weeks or more, a notice shall be posted at the Facility as soon as possible after the Employer has determined that the vacancy exists and such notice shall be posted for a period of ten (10) calendar days. All applications for vacancies will be in writing. The name of the successful candidate 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 skills, ability and qualifications are relatively equal, Regular 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.

12.04 Trial Period

(a) The Nurse shall be placed on a trial period for four hundred and ninety-five (495) hours worked in the new position. If the Nurse proves unsatisfactory in the new position, or chooses to return to the Nurse's former position, during the aforementioned trial period, the Nurse shall be returned to the Nurse's former position and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position and salary without loss of Seniority.

(b) Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the period of four hundred and ninety-five (495) hours worked. The Employer may not extend the trial period for a

period greater than two hundred and forty-five (245) hours worked. In such case the Employer will provide written notice to the Nurse affected by the extension, a Labour Relations Representative of the Union and any other Nurse(s) originally promoted or transferred in this appointment process.

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

12.06 Preceptorship

The Parties recognize and acknowledge that every Nurse has a professional responsibility to participate in preceptor, mentor and orientation duties as required by the Employer.

The Employer will provide supports for students, New Graduates and new staff that will make use of models such as preceptorship, mentoring, and orientation. The use of any of these models and approaches will be determined by the Employer based on the needs of the Nurses.

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 not 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.

- (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.

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.

EI maternity benefits are offered to biological mothers, including surrogate mothers, who cannot work because they are pregnant or have recently given birth. A maximum of 15 weeks of EI maternity benefits is available. Benefits can be paid as early as 12 weeks before the expected date of birth and can end as late as 17 weeks after the actual date of birth.

EI parental benefits are offered to parents who are caring for a newborn or newly adopted child or children.

There are two options available for receiving parental benefits: standard or extended.

Standard parental benefits can be paid for a maximum of 35 weeks and must be claimed within a 52 week period (12 months) after the week the child was born or placed for the purpose of adoption. The two parents can share these 35 weeks of standard parental benefits.

Extended parental benefits can be paid for a maximum of 61 weeks and must be claimed within a 78-week period (18 months) after the week the child was born or placed for the purpose of adoption. The two parents can share these 61 weeks of extended parental benefits.

You can choose to claim extended parental benefits only if your child was born or placed with you for the purpose of adoption on or after December 3, 2017.

13.02 Pregnancy/Birth Leave

- (a) 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.
- (b) Nurses on pregnancy leave shall not accrue hours worked for the purposes of vacation, sick time, or holidays.

13.03 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 13.03 (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.

13.04 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.

13.05 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 13.02, may be granted sick leave in accordance with the provisions of the Collective Agreement.

This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

13.06 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 leave without the Nurse's returning to work; and
- (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 seventy-eight (78) weeks after the child or children first arrive in the Nurse's home as per 13.01.
- (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 seventy-eight (78) 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 seventy-eight (78) weeks after the leave began.

13.07 Pregnancy/Birth and Parental and Adoption Leave Deferral

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

13.08 Return To Work

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

13.09 Service and Seniority Continuation

While on pregnancy/birth or parental or, adoption leave, a Nurse shall continue to accrue and accumulate Service and Seniority credits at the same rate as before the leave for the duration of the leave and the Nurse's Service and Seniority shall be deemed to be continuous.

This provision is not applicable to a Casual Nurse.

13.10 Leave for Birth of Child

On the occasion of the birth of his child, an Employee shall be granted special leave with pay up to a maximum of one (1) day. This leave may be divided into two (2) periods and granted on separate days.

13.11 Leave for Adoption of Child

An Employee shall be granted one (1) day of leave with pay for the purpose of the adoption of the child by the Employee, or the Employee's spouse. This leave may be divided into two (2) periods and granted on separate days.

13.12 Benefit Plan Continuation

(a) When a Nurse commences pregnancy leave:

- (i) The Employer shall pay its share of the premiums for group insurance benefits for the calendar month in which the leave commences;
- (ii) After the first calendar month, a Nurse may elect to continue group coverage by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premiums payable with respect to the Nurse, and the Employer will remit the premium to the insurer. Failure on the part of the Nurse to submit payments by the date premiums are due, may result in the cancellation of benefits.

(b) When a Nurse commences parental or adoption leave:

- (i) The Employer shall pay its share of the premiums for group insurance benefits for the calendar month in which the leave commences;
- (ii) After the first calendar month, a Nurse may elect to continue group coverage by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premiums payable with respect to the Nurse, and the Employer will remit the premium to the insurer. Failure on the part of the Nurse to submit payments by the date premiums are due, may result in the cancellation of benefits.

The provisions of this Article 13.12 are not applicable to a Casual Nurse.

13.13 Bridging of Service

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

- (a) The Nurse must advise the Employer in writing that the reason for the termination of employment is to raise a child.
- (b) If the Nurse is re-employed as a Regular Nurse within two (2) years of her or his termination date, they 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 8.01 and vacation accrual rate as set out in Article 10.01 (a), (b), and (c).
- (c) No Service, Seniority, or benefits will accumulate during the period of termination to raise a child. Seniority shall be counted up to the leave and after the leave.
- (d) The Nurse cannot have been employed by any other employer for anytime during this period. If so employed the Nurse shall not be entitled to the benefits of this provision.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

14.01 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 Manager, Harmony and Wellness or designate 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 General Manager or designate within seven (7) working days of the receipt of the grievance. The General Manager or designate shall convene a meeting as soon as reasonably possible with the Union if requested to do so by either party. The General Manager or designate shall reply in writing within seven (7) working days of such a meeting.

If the decision of the General Manager or designate is not acceptable to the Union, the Union shall notify the General Manager 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 Termination of Employment

A Nurse who has been dismissed may file a grievance directly at the third (3rd) 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

In the case of a single Arbitrator, the Party with the grievance shall provide the name of its proposed single Arbitrator to the other Party within 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 shall, in the normal course, 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 significantly 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 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 or Casual Nurse; the Nurse's placement on the increment scale; and where the Nurse is in a Regular or Temporary Position, information describing the Nurse's position with the Employer, including the designation as to his or her percentage of Full-Time hours.

Position Descriptions

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

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

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

15.05 Required Education

- (a) The Employer shall provide and fund any Employer required training/education for a Nurse.
- (b) The Employer will make every effort to arrange for the presentation of the required training/education during a Nurse's scheduled hours of work.
- (c) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the Nurse.
- (d) The Nurse (including Casual Nurses) shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

15.06 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.

15.07 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 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 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) A Nurse is required to ask the Employer in writing at the time of the claim to pay him or her any supplement amount from the accumulated sick leave credits of the Nurse, where a Nurse is being compensated under the *Workers' Compensation Act*, the Employer shall pay an Employer WCB payment supplement to the Nurse to the extent of the pre injury biweekly pay of the Nurse while maximizing the amount payable from the WCB. It is the intent of the Parties that in no circumstance shall the Nurse receive an increase of income while in receipt of WCB with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer shall deduct from the Nurse's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When a Nurse's

sick leave credits are exhausted, the Nurse shall be paid only the Workers' Compensation Benefits Allowance;

- (b) Where a Nurse is being compensated under the *Workers' Compensation Act*, the Nurse shall continue to accrue up to a year's maximum vacation credits.
- (c) Where the Nurse agrees to continue to pay her or his usual cost share to continue the eligibility of the Nurse and the Employer's cost sharing relationship with the Nurse so as to allow for the Nurse to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Plans. In no case shall the Employer be required to cost share the benefits for a period longer than 18 months following the onset of the WCB period.

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.

- 16.08** The provisions of Article 16.05, 16.06 and 16.07 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position). However, a Casual Nurse may otherwise be eligible for Workers' Compensation Benefits.

ARTICLE 17 PERSONAL PROPERTY

- 17.01** The Employer agrees that in a case where damage is done by a resident to a prescribed health device (such as eye glasses, contact lenses, hearing aids, dentures) belonging to a Nurse, the Employer will reimburse the Nurse for the actual replacement or repair cost of the damaged property. Where a personal watch is required to perform essential duties of the role and it is damaged by a resident, the Employer will reimburse the Nurse for the reasonable cost to replace or repair the damaged property.—Such damage must be reported at the time of the incident with full details provided in the incident report.

ARTICLE 18 PROHIBITION OF DISCRIMINATION AND HARASSMENT

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

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

ARTICLE 19 REGISTERED RETIREMENT SAVINGS PLAN

- 19.01** The Employer will provide for a RRSP arrangement for all Bargaining unit members (subject to the eligibility of a specific arrangement). All members of the Bargaining Unit must participate in the RRSP arrangement and agree to contribute to the arrangement an amount equal to 5% of the employees' regular earnings which shall be, an amount equal to the contribution made on the employee's behalf of the Employer.

The specific type of RRSP arrangement (e.g. RRSP, money purchase plan or other) is a decision left solely to the Employer.

ARTICLE 20 SICK LEAVE AND GROUP BENEFITS

20.01 Sick Leave Benefits

- (a) 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.

- (b) A Casual Nurse (except a Casual Nurse while in a Temporary Position) is not entitled to sick leave which means the Casual Nurse is expressly excluded from the provisions of Article 20.01 to 20.06 inclusive and Article 20.09.

20.02 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.

20.03 Credit Accumulation

“Hours Worked” for the purposes of sick time credit accumulation does not include paid sick time, or Worker’s Compensation.

A Nurse can accumulate, but cannot use sick leave credits during the probationary period.

Paid sick leave shall accumulate at the rate of 0.045977 times actual hours work. The maximum amount of accumulation shall be three hundred (300) hours.

20.04 Annual Statement

The Employer shall provide each Nurse access electronically to access their own sick leave credit balance.

20.05 Evidence of Illness

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

20.06 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.

20.07 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.

20.08 Payment For Certificates And Examinations

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

20.09 Sick Leave Medical/Dental; Family; Emergency

Nurses with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-seven and half (37.5) hours per annum (pro-rated for Part-Time Nurses based on regular hours paid) debited against sick leave credits in order to:

- (a) engage in and facilitate the Nurse's personal preventative medical or dental care. Nurses shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the Nurse is scheduled to work. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
 - (i) the Nurse's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the Nurse's immediate family as defined in Article 4.06 who has become ill or disabled, in order to make alternate care arrangements where the Nurse's personal attention is required and which could not be serviced by others or attended to by the Nurse outside of his/her assigned shifts;

- (iii) there is a critical condition (e.g. Fire, Flood) (excluding conditions included in Article 9.11 and 9.12) which requires the Nurse's personal attention which could not be serviced by others or attended to by the Nurse outside of his/her assigned shifts.

The Employer may require verification of the condition claimed.

- (c) A Nurse will be permitted to use up to fifteen (15) of the hours referred to in Article 20.09 (pro-rated for Part-Time Nurses based on regular hours paid) to attend to Medical and Dental appointments for their Immediate Family. Nurses shall endeavour to arrange for such appointments during off duty hours.

20.10 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, with sufficient medical clearance to return, except where a shorter period of notice is mutually agreed between the Nurse and the Employer. It is the Nurse's responsibility to maintain communication and provide appropriate medical documentation to extend the authorized leave.

20.11 Group Insurance

- (a) The Employer shall continue to provide group health benefit insurance with cost share and coverage as outlined in Appendix "C".
- (b) Notwithstanding the qualification of the plan underwriter, participation in the group health benefit plan is mandatory under the cost sharing provisions outlined above for any Nurse who has completed her probationary period and is otherwise eligible for participate under the terms of the plan, unless the Nurse establishes to the Employer that she has coverage under a spouse' or common law spouse's plan.

The provisions of Article 20.11 are not applicable to a Casual Nurse.

ARTICLE 21 PORTABILITY OF BENEFITS

21.01 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, placement on the increment scale (and advancement) and Seniority with the hiring Employer.

Qualifying periods under the Benefits Plans of the Employer will be as set out in the Plans.

This provision is not applicable to a Casual Nurse except Casual Seniority shall be portable to a Casual Position.

21.02 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 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.

21.03 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 22 TERMINATION OF EMPLOYMENT

22.01 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.

22.02 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.

22.03 Requirement of Just Cause for Discipline

(a) It shall be a violation of this Agreement, subject to the Grievance and Arbitration procedures herein, if a Nurse is suspended or disciplined, or has

been discharged by the Employer without just cause.

- (b) A Casual Nurse shall not be disciplined except for just and sufficient cause.
- (c) Where the Employer has determined that it will no longer offer work to a Casual nurse, it shall provide the Casual Nurse with a letter so advising within twenty (20) working days of its decision. The discontinuance of the assignment of shifts to a Casual Nurse shall not be deemed to be disciplinary and may not be the subject of a grievance.

22.04 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.

22.05 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.

22.06 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.

22.07 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 23 ALCOHOL AND DRUG DEPENDENCY

23.01 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 cooperate 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.

The sick leave provisions of this Agreement are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

23.02 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.

ARTICLE 24 PERSONNEL FILES AND PERFORMANCE APPRAISALS

Performance Appraisal

24.01 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.

24.02 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.

24.03 Each Nurse is entitled to have access to the Nurse's personnel file. 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 25 UNION MANAGEMENT CONSULTATION COMMITTEE

25.01 The Union and the Employer agree to establish/maintain a Union Management Consultation Committee ("UMCC") which shall be comprised of two (2) representatives from the local 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 once quarterly. Either party may request additional meetings on two (2) weeks' notice in which case a meeting will be scheduled if mutually agreeable to the Parties.

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
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 appropriate Employer authority.

25.07 No Nurse shall suffer a loss of regular pay and benefits while attending the Committee. Every effort will be made to use teleconferencing, videoconferencing or other technology for the meeting.

ARTICLE 26 WORKLOAD

26.01

- (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 "B" which shall be submitted to the Employer.
- (b) Failing resolution of the issue, the Nurse may refer the matter to the Union Management Consultation Committee as set out in Article 28.

ARTICLE 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 - TERM OF AGREEMENT

28.00 This Collective Agreement shall be for the period commencing **January 9, 2017**, and ending **December 31, 2019**, 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.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the _____**16th**__day of **February 2018**.

FOR THE UNION

FOR THE EMPLOYER

Signature on File

Signature on File

Janet Hazelton, President

Signature on File

Signature on File

Christine Van Zoost, Vice President

APPENDIX “A”: SALARY SCHEDULE

		1.0%	1.5%	0.5%
Occupation	LEVEL	09-Jan-17	01-Jan-18	01-Jan-19
LPN	Start	\$24.21	\$24.57	\$24.70
	1957.5-3915 hours	\$24.77	\$25.14	\$25.26
	3915-5873.5 hours	\$25.30	\$25.68	\$25.81
	5,873.5-7830 hours	\$26.01	\$26.40	\$26.53
	7,830 hours+	\$26.52	\$26.92	\$27.06
RN	Start	\$33.05	\$33.54	\$33.71
	1957.5-3915 hours	\$34.03	\$34.54	\$34.71
	3915-5873.5 hours	\$35.13	\$35.65	\$35.83
	5,873.5-7830 hours	\$36.35	\$36.90	\$37.08
	1957.5-3915 hours	\$37.61	\$38.18	\$38.37
	3915-5873.5 hours	\$38.94	\$39.52	\$39.72
	25 Year	\$40.30	\$40.90	\$41.11

APPENDIX “B”: CLINICAL CAPACITY REPORT

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.

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.

DO NOT identify any names of individuals involved in the incident described; use Dr. X or client/resident A.

Clinical Capacity Reports are not intended to replace any incident report form or other internal documentation required under Employer Policies.

APPENDIX “C”: GROUP HEALTH BENEFIT INSURANCE

Benefits	Employer %	Employee %
Life Insurance	100%	0%
AD&D	100%	0%
Extended Health Care	50%	50%
Drug Coverage Managed Health Care Management	50%	50%
Dental	50%	50%