

COLLECTIVE AGREEMENT

Between:

The Nova Scotia Nurses' Union



- and -

***South Shore District Health Authority
or
South West Nova District Health Authority
or
Annapolis Valley District Health Authority
or
Colchester East Hants Health Authority
or
Cumberland Health Authority
or
Pictou County Health Authority
or
Guysborough Antigonish Strait Health Authority
or
Cape Breton District Health Authority
or
Capital District Health Authority
or
Izaak Walton Killam Health Centre***

EFFECTIVE: NOVEMBER 1, 2012

EXPIRY: OCTOBER 31, 2014

DATE OF SIGNING: JANUARY 14, 2014

11186 (07)

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NOTE: Where a provision is annotated by **bolded font** within this document, it indicates a change in language.

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ARTICLE 1: PREAMBLE

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

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

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

To set forth certain terms and conditions of employment;

To encourage efficiency in operation;

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

To ensure uninterrupted service to the Employer;

1.01 All parties to the Agreement share a responsibility and accountability to provide quality and safe health care in Nova Scotia; to maintain professional nursing practice standards; and to promote the healthy workplaces so that the people of Nova Scotia are well and effectively served.

Therefore the Parties agree as follows:

ARTICLE 2: RECOGNITION

2.00 Where the Employer is the Colchester East Hants Health Authority or, the Cumberland Health Authority or, the Pictou County Health Authority or, the Guysborough Antigonish Strait Health Authority or, the Capital District Health Authority, the Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for the following Nurses included in the Bargaining Unit:

All Full-Time, Part-Time and Casual Registered Nurses, Nurse Practitioners, Licensed Practical Nurses, Graduate Nurses, and Graduate Practical Nurses but excluding persons excluded by Order of the Labour Relations Board and those persons described in paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act* and employees included in another Bargaining Unit.

- 2.01 Where the Employer is the South Shore District Health Authority or, the South West Nova District Health Authority or, the Annapolis Valley District Health Authority or, the Cape Breton District Health Authority or, the Izaak Walton Killam Health Centre, the Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for the following Nurses included in the Bargaining Unit:

All Full-Time, Part-Time and Casual Registered Nurses, Nurse Practitioners, and Graduate Nurses but excluding persons excluded by Order of the Labour Relations Board and those persons described in paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act* and employees included in another Bargaining Unit.

ARTICLE 3: MANAGEMENT RIGHTS

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

3.01 **Contracting Out**

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

3.02 **Assistive Personnel**

(a) When the Employer determines that a new classification for assistive personnel will be introduced in the workplace, the Employer will discuss the roles and responsibilities of the new classification(s) with the Union representatives of the BUGLM Committee prior to implementation, and before any Nurse is advised.

(b) This discussion will include a review of the job description, roles and responsibilities of the new classification, scope of employment, any Employer policies regarding the use, and any expectations for Nurses for directing and assigning tasks to such classifications.

ARTICLE 4: DEFINITIONS

4.00 **Bargaining Unit Grievance and Labour Management Committee**

("BUGLM Committee") means the Committee established in Article 28 of the Collective Agreement.

4.01 **Casual Nurse**

is a Nurse in an employment relationship which is not regular. 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 the Collective Agreement. Once a Casual Nurse accepts a work assignment including a scheduled extra shift, a relief shift, a Temporary Position, a period of Stand-By or a Call Back during a Stand-By, the Casual Nurse is obligated to work. Except where specifically excluded, the provisions of the Collective Agreement apply to a Casual Nurse.

4.02 **Employer**

(a) is either:

the South Shore District Health Authority; or
the South West Nova District Health Authority; or
the Annapolis District Health Authority; or
the Colchester East Hants Health Authority; or
the Cumberland Health Authority; or
the Pictou County Health Authority; or,
the Guysborough Antigonish Strait Health Authority; or
the Cape Breton District Health Authority; or
the Capital District Health Authority; or
the Izaak Walton Killam Health Centre

(b) This Collective Agreement applies to an individual Employer (named above) and its respective Nova Scotia Nurses' Union Bargaining Unit as an individual agreement apart from, with no connection to, nor binding or precedential impact on, any other individual Employer (named above) and respective Nova Scotia Nurses' Union Bargaining Unit.

4.03 **Fiscal Year**

(a) means the twelve (12) month calendar period, April 1st to March 31st. Benefits stated in terms of yearly maximum amounts shall be determined in accordance with this fiscal year (eg. leave for Medical, Dental, Emergency).

(b) In the event that the Employer intends to change the Fiscal Year, it will notify the Union representatives of the Bargaining Unit Grievance and Labour Management Committee, as early as is reasonably possible. At a meeting of the BUGLM Committee, the Employer will discuss its plans for the implementation of such a change as it relates to the accumulation of benefits with an opportunity for feedback on its plans.

4.04 **Full-Time Nurse**

is a Nurse who is hired to a position on a regular or temporary basis to work the work period described in Article 7.00 of this Agreement.

- 4.05 **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).
- 4.06 **Holiday**
means the time period between 0001 hours and 2359 hours on a day designated as a holiday in accordance with Article 10.01 in this agreement.
- 4.07 **Immediate Family**
includes the Nurse’s father, mother, step-mother, step-father, guardian, brother, sister, step-brother, step-sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step child, or ward of the Nurse, grandparent, step-grandparent, or grandchild or step-grandchild of the Nurse and a relative permanently residing in the Nurse’s household or with whom the Nurse permanently resides. The “in-law” and “step-relative” relationships referred to in this provision will only be considered “immediate family” in cases where it is a current relationship at the time the benefit is claimed.
- 4.08 **Licensed Practical Nurse**
is an employee who has a current license to practice as a Licensed Practical Nurse, issued by the College of Licensed Practical Nurses of Nova Scotia.
- 4.09 **Local Union**
means the structure or organization of the Nova Scotia Nurses’ Union as applicable for a particular Bargaining Unit or Work Site of an Employer.
- 4.10 **LTD Program**
means the Nova Scotia Association of Health Organizations Long-Term Disability Program.
- 4.11 **Nurse**
is an employee included in the Bargaining Unit described in Article 2.00 or 2.01 as applicable.
- 4.12 **Nurse Practitioner**
is an employee who has a current license to practice as a Nurse Practitioner or Specialty Nurse Practitioner issued by the College of Registered Nurses of Nova Scotia.

- 4.13 **Part-Time Nurse**
is a Nurse hired to a position to work on a regular or temporary basis that is less than the work period of a Full-Time Nurse. All provisions of the Collective Agreement apply to a Part-Time Nurse, and in particular, the provisions of Article 7.
- 4.14 **Permanent Resource Nurse**
is a Regular Nurse hired to work at various locations with defined patient care units or service areas.
- 4.15 (a) **Permanent Transfer**
occurs when a Nurse changes patient care units or work units on a permanent basis within a Work Location or between Work Locations. Nurses shall only be transferred with the Nurse's consent. This provision is not applicable to a Casual Nurse.
- (b) **Nurse Practitioner Permanent Transfer**
A Nurse Practitioner is expected to work within and throughout the community and/or population served as defined in the Collaborative Practice Agreement, none of which is considered a transfer. A transfer occurs for a Nurse Practitioner where the Nurse Practitioner changes on a permanent basis the community and/or population served. Nurse Practitioners shall only be transferred with the Nurse Practitioner's consent.
- 4.16 (a) **Position**
means an individual Nurse's job defined by work location, patient care unit or work unit and percentage of full-time hours. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).
- (b) **Nurse Practitioner Position**
means an individual Nurse Practitioner's job defined by that Nurse Practitioner's Collaborative Practice Agreement and percentage of full-time hours. Where an individual Nurse Practitioner is without a Collaborative Practice Agreement, the individual Nurse Practitioner's position will be defined by the Employer in consultation with the individual Nurse Practitioner and will include the percentage of full-time hours.
- 4.17 **Probationary Period**
(a) means that period for newly hired Regular or Casual Nurses up to nine hundred and ninety (990) worked 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 BUGLM Committee.

- (b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary Nurse shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- (c) A Nurse whose status changes from Casual to 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 12.13.
- (d) Any Nurse who resigns after completing her probationary period but who is rehired by the same Employer within six (6) months of her resignation shall be required to serve a probationary period of up to four hundred and ninety-five (495) hours of work. This probationary period may be extended by mutual agreement between the Employer and a Union representative of the BUGLM Committee.
- (e) **Nurse Practitioner Probationary Period**
The probationary periods above are in reference only to the relationship between the Nurse Practitioner and the Employer. Under no circumstances and in no way does this impact on or curtail the rights of the Nurse Practitioner(s) and/or the Physician(s) in their Collaborative Practice Agreement.

4.18 **Promotion**

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

4.19 **Registered Nurse**

is an employee who has a current license to practice as a Registered Nurse, issued by the College of Registered Nurses of Nova Scotia.

4.20 **Regular Nurse**

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

4.21 **Service**

- (a) refers to a continuous employment relationship, commencing on the first shift worked in any position with the Employer, subject to the provisions of Article 21. (Casual Nurses are governed by Article 4.21(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, subject to the provisions of Article 21.00 (b), for the purpose of vacation accumulation only, on the basis of 1950 hours equalling one (1) year of Service.

4.22 **Spouse**

means a legal marriage partner or a live-in partner who has been identified in writing by the Nurse to the Employer as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, but subject to the eligibility provisions of the respective Benefit Plans.

4.23 **Temporary License and Transitional License**

A Nurse who holds a “temporary license” as that term is defined under the *Registered Nurses Act S.N.S. 2006, c.21 and Regulations* made thereunder, shall be paid at the rate of RN 1, until such time as the individual obtains an active practising license, when she or he will move to the appropriate classification for the position (RN 2, RN 3, etc.). The Anniversary Date will be the original date of employment as a Nurse with a “temporary license”. A Nurse who holds a “transitional license” will be placed at the appropriate level on the increment scale for the appropriate classification for the position (RN 2, RN 3, etc.).

4.24 **Temporary Position**

- (a) is a position that the Employer has determined will be in excess of ten (10) consecutive work days. A Temporary Position may be either a new position for the designated period or a temporary vacancy of a Regular Position.
- (b) A Nurse filling a Temporary Position shall accumulate the vacation, holiday and sick leave benefits of the Agreement on a pro rata basis to regular hours paid which shall include the straight time hourly equivalent of overtime hours worked to a maximum of the entitlement for a Full-Time Position. All other provisions are applicable to the Nurse in a Temporary Position unless specified otherwise.
- (c) A Nurse filling a Temporary Position may be required to complete the original term or duration of the Temporary Position subject to the operational requirements of the Employer. This does not prevent a Nurse from applying for and commencing a Regular Position, or a Temporary Position that provides for an increase in hours over the current Temporary Position.

- (d) A Nurse filling a Temporary Position shall be entitled to participate in the Benefit Plans in accordance with the terms of eligibility of the respective Plans.
- (e) The Employer has no obligation to post Temporary Positions except as required in Article 12.00 (a)(iii). The Employer will make every effort to have one Nurse fill a Temporary Position. Where the Employer posts a vacant Temporary Position, the Employer shall indicate on the posting, the expected duration of the Temporary Position. The Temporary Position may be extended, shortened or terminated at the Employer's discretion.
- (f) **Termination of Temporary Position**
A Regular Nurse in a Temporary Position is a Regular Nurse. Upon the termination of a Temporary Position, a Regular Nurse filling a Temporary Position shall return to the Regular Nurse's previous position, or if it has been discontinued, to an equivalent position.

A Casual Nurse in a Temporary Position is a Casual Nurse. Upon the termination of a Temporary Position, a Casual Nurse filling a Temporary Position shall revert to Casual Nurse status.

A newly hired Nurse hired into a Temporary Position is a Casual Nurse in a Temporary Position. Therefore, upon the termination of a Temporary Position, the newly hired Nurse in a Temporary Position shall revert to Casual Nurse status.
- (g) Seniority of a Nurse in a Temporary Position shall be in accordance with Article 11.00 (a), (b), and (c).
- (h) In the event that a Temporary Position is to be extended from the original duration as posted, the Nurse filling the position will be given the option of remaining for the extended period or returning to her previous position or casual status, where applicable, and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position or Casual status, where applicable, and salary, without loss of Seniority.
- (i) A Nurse who does not agree to remain in the extended Temporary Position in accordance with this provision shall continue in the position for a maximum of sixty (60) days while a replacement is found.
- (j) In the event that a Nurse is in an "indefinite" Temporary Position, and wishes to return to her previous position or Casual status, where applicable, and salary, without loss of Seniority, the Nurse shall so advise

the Employer and shall continue in the position for a maximum of sixty (60) days while a replacement is found.

4.25 **Temporary Reassignment**

- (a) occurs when a Nurse is temporarily assigned by the Employer:
 - (i) to a different classification and position title or
 - (ii) to a Work Location other than the Nurse's usual Work Location or
 - (iii) to a patient care unit other than a Nurse's usual patient care unit.
- (b) Nurses shall only be reassigned for the purpose of meeting operational needs.
- (c) When assigned to a different Work Location, the Nurse shall receive pay for traveling time from one Work Location to the other Work Location and be reimbursed for approved expenses.
- (d) A Nurse who is temporarily assigned will retain her or his regular hourly rate unless she or he 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 or he shall receive that higher rate of pay for the duration of the temporary assignment.
- (e) 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.
- (f) If a situation requires a temporary reassignment, an Employer shall first request volunteers for the temporary reassignment. If no Nurse volunteers, the Employer shall reassign in an equitable manner.

4.26 **Union**

means the Nova Scotia Nurses' Union.

4.27 **Weekend**

means that time period commencing at 0001 hours Saturday to 0700 hours Monday.

4.28 (a) **Work Location**

means the Work Site where the Nurse normally reports to work. "Work Location" and "Work Site" are used interchangeably through the Collective Agreement. It does not mean the same as "patient care unit" or "work unit" which terms are used interchangeably with each other through the Collective Agreement.

- (b) **Nurse Practitioner Work Location**
means the community and/or population served as defined in the Collaborative Practice Agreement for a Nurse Practitioner. Where an individual Nurse Practitioner is without a Collaborative Practice Agreement, the individual Nurse Practitioner's work location will be defined by the Employer in consultation with the individual Nurse Practitioner.

ARTICLE 5: UNION REPRESENTATION

5.00 Union Representatives

The Union shall provide the Employer with a list of the Nurses designated as representatives of the Union which will include members of the Nova Scotia Nurses' Union Board of Directors or Standing Committees (if applicable), the members of the Local Executive, shop stewards and the Union Representatives of the Bargaining Unit Grievance and Labour Management Committee. The list will indicate the usual Work Location of the Nurse, the title of the Union position, the general role of the designation and the duration of the appointment.

5.01 Collective Agreement Administration

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

5.02 Assistance of NSNU Representative

The Local Union may have the assistance of a representative from the Union in all meetings relating to labour relations between the Union and the Employer. These meetings will not be unreasonably delayed if a representative from the Union is required by the Local Union.

5.03 Notice of Participants

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

5.04 **Provincial Negotiating Committee**

- (a) In the event a Nurse is a member of the PNC, the Employer of the individual PNC member shall grant a leave of absence for time spent in PNC caucus meetings and in direct negotiations with any Employer, subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay.
- (b) When the PNC member is participating in direct negotiations with any Acute Care employer, the Employer will continue pay and benefits for shifts absent during such direct negotiations.
- (c) At the request of the NSNU, the Employer will maintain regular rates and benefit coverage for members of the PNC and will invoice the NSNU for such costs while the PNC member is engaged in Union caucus meetings and in direct negotiations with Employers other than Acute Care Employers.

5.05 **Reproduction of the Collective Agreement**

The Employer and the Union agree to share equally in the cost of reproducing the Collective Agreement in numbers and format(s) as mutually agreed between the Parties.

5.06 **Paid 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 loss of regular pay and benefits for Nurses chosen to represent the Nurses' Union at the Annual and/or Provincial Meetings:
 - Where the Employer is the South Shore District Health Authority - three (3) representatives, or
 - Where the Employer is the South West Nova District Health Authority - three (3) representatives, or
 - Where the Employer is the Annapolis Valley District Health Authority - three (3) representatives, or
 - Where the Employer is the Colchester East Hants Health Authority - three (3) representatives, or
 - Where the Employer is the Cumberland Health Authority - three (3) representatives, or

- Where the Employer is the Pictou County Health Authority - three (3) representatives, or
 - Where the Employer is the Guysborough Antigonish Strait Health Authority - four (4) representatives, or
 - Where the Employer is the Cape Breton District Health Authority - eight (8) representatives, or
 - Where the Employer is the Capital District Health Authority - six (6) representatives, or
 - Where the Employer is the Izaak Walton Killam Health Centre - six (6) representatives
- (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, the Employer will make every reasonable effort not to cancel Paid Union Leave once it has been approved.**

5.07 Unpaid 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 reasonable advance notice of the request, the Employer shall grant leaves of absence without pay for Union Business Leaves as follows :
- (i) A member of the Nova Scotia Nurses' Union Board of Directors, or Provincial Committee, serving in any official capacity with the Union, other than the President of the Nova Scotia Nurses' Union, may be granted leave in order to attend such Board or Committee meetings;
 - (ii) The Provincial President of the Nova Scotia Nurses' Union in order to conduct Union Business;
 - (iii) any other Union business.

(b) 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 Unpaid Union Leave once it has been approved.

5.08 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.

5.09 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, one hundred and twenty (120%) percent of the Nurse's regular rate of pay 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.

5.10 **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 a 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.

5.11 **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.

5.12 **Union Orientation**

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

5.13 **Bulletin Boards**

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

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

ARTICLE 6: UNION DUES AND UNION SECURITY

6.00 **Membership**

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

6.01 **Union Dues Deductions**

It shall be a condition of employment for all Nurses employed by the Employer to have the dues deducted from their salary bi-weekly in the amount determined by the Union. The deductions for newly employed Nurses shall be in the first pay period of employment. The dues shall be submitted monthly to the Union.

Where operationally feasible, the Employer endeavours to provide the following information to the Nurses' Union and endeavours to provide it in electronic form:

- (a) the first and last name of each Nurse

- (b) the corresponding appointment of each Nurse (whether Regular or Casual, Full-Time or Part-Time or Temporary)
 - (c) the corresponding amount of dues remitted on behalf of each Nurse
 - (d) the pay period end date
- 6.02 Unless an individual Nurse directs in writing to the Employer not to provide the Union with his or her address within ninety (90) days of signing this Agreement, the Employer endeavours to provide the Union with the last known address of each Bargaining Unit member within a reasonable period of time following ninety (90) days after the signing of this Agreement. Upon hire and except where the new Nurse directs in writing not to provide his or her address, the Employer endeavours to provide the Union with the new Nurse's last known address.
- 6.03 The Employer shall endeavour to advise a representative of the Local Union on a site basis of all appointments, Permanent Transfers, Temporary Positions, leaves of absence, resignations and retirements or other changes of status of Nurses.
- 6.04 Upon request by the Union, the Employer shall supply the Union with a list of each Nurse's biweekly earnings.
- 6.05 **Licensing Body Dues Deduction**
- (a) The Employer shall deduct the annual professional registration dues payable by Nurses from the salaries of Nurses. It is the responsibility of the Nurse to provide the Employer with the required information regarding licensing in a timely manner.
 - (b) A Casual Nurse who works for more than one Employer which deducts the annual professional registration fees payable by the Casual Nurse (whether such Employers are a Party to this Collective Agreement or not) may request in writing that the Employer which is a Party to this Collective Agreement not deduct the fees of the Casual Nurse provided that such Nurse provides satisfactory evidence that such fees are being deducted by another Employer.

ARTICLE 7: HOURS OF WORK, OVERTIME, STAND-BY, CALL BACK

7.00 Hours of Work

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

- (a) Seven and one-half (7-1/2) hour shifts, exclusive of a one-half (1/2) hour designated meal break and inclusive of two (2) designated fifteen (15) minute rest breaks; and/or

- (b) Eleven and one-quarter (11-1/4) hour shifts, exclusive of forty-five (45) minutes, one third of which shall be used in conjunction with a paid fifteen (15) minute period to become a second designated meal break and inclusive of two (2) designated fifteen (15) minute rest breaks.

Not applicable to a Nurse Practitioner. (See Article 7.31 and 7.32)

7.01 **Maximum Hours of Work**

- (a) Unless mutually agreed otherwise, Nurses shall not be required to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Nurse reports to work, except in emergency situations and as set out in Article 7.15.
- (b) A Nurse who works more than sixteen (16) hours as set out in Article 7.01 (a), shall be entitled to a rest interval of eight (8) hours before the commencement of her or his next shift. The rest interval shall not cause a loss of regular pay for the hours not worked on that shift. If mutually agreeable between the Nurse and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

Not applicable to a Nurse Practitioner, except for a Nurse Practitioner who works shift work.

- 7.02 A Memorandum of Agreement between the Union representatives on the Bargaining Unit Grievance and Labour Management Committee and the Employer shall be concluded in advance of any agreed upon changes in regular shift length from the usual 7.5 hours or 11.25 hours shifts. The Parties may refer to Memorandum of Agreement #4, Innovative Shifts.

Not applicable to a Nurse Practitioner.

7.03 **Shift Starting and Stopping Times**

If the starting and stopping times for the regular shifts are to change, the Nurse or Nurses involved and a Labour Relations Representative of the Union shall be given at least one (1) month's notice except in emergency or unforeseen situations. In such situations as much notice as possible shall be given. The Employer agrees to discuss the reason for such changes with the Union.

Not applicable to a Nurse Practitioner, except for a Nurse Practitioner who works shift work.

7.04 **Guaranteed Work**

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

7.05 **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 the 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.
- (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 compensated for the portion of the missed meal period or rest period at a rate of one and one-half times (1.5x) the Nurse's hourly rate for the period of the rest and meal break(s) missed.
- (f) The Nurse may elect to take her or his compensation for missed meal or rest breaks in time rather than pay. Where the Nurse elects time off, it shall be scheduled at a mutually agreed upon time.

Not applicable to a Nurse Practitioner.

7.06 **Shift Rotations**

Shift rotations shall normally consist of:

- (a) Six (6) shifts of 11.25 hours and one (1) shift of 7.5 hours, or
- (b) Ten (10) shifts of 7.5 hours, or
- (c) Such other combinations of shifts agreed to by the Union representatives of the Bargaining Unit Grievance Labour and Management Committee and the Employer that result in a total of seventy five (75) hours worked in a two (2) week period, or
- (d) Such other combinations of shifts agreed to by the Union representatives of the Bargaining Unit Grievance and Labour Management Committee and

the Employer that result in an average of seventy-five (75) hours worked in a two (2) week period as averaged over the duration of the rotation.

- (e) The Union representatives of the Bargaining Unit Grievance and Labour Management Committee and the Employer may mutually agree to shift rotations other than those permitted by this Article for a particular Nurse or group of Nurses, subject to the principles of “smoothing” as set out in Article 7.07.
- (f) Where the Employer agrees to a different rotation, the rotation shall remain in full force and effect until such time that one Party gives at least sixty (60) days advance notice of its intention to discontinue the rotation. The Parties shall meet within twenty (20) days of the notice being given to discuss the reasons for the change. The Parties will attempt to develop an alternative rotation. If no alternative can be agreed upon, the provisions of this Article 7.06 will apply.

Not applicable to a Nurse Practitioner. (See Article 7.31 and 7.32)

7.07 **Smoothing**

Where a rotation requires the wages for a Full-Time Nurse to be averaged or smoothed, the following shall apply:

- (a) **Changed Rotations**
When a Nurse’s scheduled rotation changes but the Nurse remains an employee, and has worked more time than the Nurse has been paid for, the Employer shall compensate the Nurse as follows:
 - (i) Give the Nurse time off on shift(s) the Nurse would otherwise be scheduled to work; or
 - (ii) Pay the Nurse at the Nurse’s straight time rate of pay for all hours worked in excess of hours paid.
- (b) **Changed Rotations**
When a Nurse’s scheduled rotation changes but the Nurse remains an employee, and the Nurse owes the Employer time, the Employer shall with prior notice to the Nurse:
 - (i) Reduce the Nurse’s regular earnings to eliminate the debt; or
 - (ii) By mutual agreement with the Nurse, reduce the Nurse’s vacation earned by the amount owed to the Employer; or
 - (iii) Reduce the Nurse’s accumulated overtime earnings to eliminate the debt; or
 - (iv) By mutual agreement with the Nurse, schedule the Nurse to work additional shifts to eliminate the time owed; or

(v) Any combination of the above.

(c) **Termination of Employment**

A Nurse who resigns or is otherwise terminated, and who has received more paid hours than time actually worked shall agree to have the final pay reduced by the amount owed by the Nurse to the Employer, or if the Nurse had more time worked than pay, the Nurse shall be paid the amount owed upon such resignation or termination.

(d) **Part-Time Smoothing**

The provisions of Article 7.07(a) (b) and (c) also apply to a “smoothed” Part-Time Nurse. If a Regular or Temporary Part-Time Nurse requests, and if the Employer agrees, and with no less than thirty (30) days notice to the Employer, the Employer shall average (“smooth”) the regular bi-weekly earnings of the Nurse based on her designated appointment status. The Nurse shall be scheduled over the designated rotation period to average his or her designated appointment.

This provision does not alter the application of Articles 7.20, 7.21, 7.22, or 7.23 to a “smoothed” Part-Time Nurse, nor does it remove the right of a “smoothed” Part-Time Nurse to overtime compensation, based on actual hours worked (rather than hours “smoothed”).

Not applicable to a Nurse Practitioner. (See Article 7.31 and 7.32)

7.08 **Consecutive Shifts**

(a) Nurses shall not be required to work more than seven (7) consecutive seven and one-half (7.5) hour shifts or five (5) consecutive night shifts between days off, unless mutually agreed otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

(b) Nurses shall not be required to work more than four (4) consecutive eleven and one-quarter (11.25) hour shifts between days off unless mutually agreed otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

(c) The Employer will make every effort to limit the number of consecutive shifts worked. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

Not applicable to a Nurse Practitioner. (See Article 7.31 and 7.32)

7.09 **Posted Schedules**

- (a) The hours of work shall be posted four (4) weeks in advance of the schedule to be worked. The schedule will cover a period of not less than six (6) weeks and not more than twelve (12) weeks unless a longer period is mutually agreed between the Bargaining Unit representatives on the Bargaining Unit Grievance and Labour Management Committee and the Employer.
- (b) However, the Employer shall post the schedule for the period of July 1st to August 31st by June 1st of each year and for the period of December 15th to January 2nd by November 15th of each year.
- (c) A Nurse may request specific days off or to exchange days off with another Nurse. The Employer may require the request to be in writing. Consent shall not be unreasonably withheld by the Employer provided that the Nurse has given reasonable notice of the change requested, it is operationally feasible and there is no financial cost to the Employer.

Not applicable to a Nurse Practitioner. (See Article 7.31 and 7.32)

7.10 **Changed Schedules**

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 normally be given when the shift to be worked is changed. A change of shift occurs when both the scheduled start time and end time for a scheduled shift are changed or the calendar date of the shift is changed.
- (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 the shift worked as a result of the changed schedule.**
- (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 provision of Article 7.16 (a), except as specified in Articles 7.15, 7.16 (b) and 7.22 (e).

- (d) This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).
- (e) Working a relief shift by the Part-Time Nurse and Casual Nurse is not a change of schedule.

Not applicable to a Nurse Practitioner. (See Article 7.31 and 7.32)

7.11 **Rotating Shifts**

- (a) Nurses required to work rotating shifts (days, evenings and nights) shall be scheduled in such a way as to equitably as possible assign the rotation. This does not preclude a Nurse from being continuously assigned to an evening or night shift if the Nurse and the Employer mutually agree to such an arrangement.
- (b) This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

7.12 **Minimum Hours Between Shifts**

- (a) There shall be a minimum of sixteen (16) hours between regularly scheduled shifts, when the shift consists of seven and one-half (7.5) hours, unless mutually agreed upon otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).
- (b) There shall be a minimum of twelve (12) hours between regularly scheduled shifts, when the shift consists of eleven and one-quarter (11.25) hours, unless mutually agreed otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

Not applicable to a Nurse Practitioner. (See Article 7.31 and 7.32)

7.13 **Days Off**

Nurses shall receive days off in accordance with the rotations as agreed to between the Employer and the Union.

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

Not applicable to a Nurse Practitioner. (See Article 7.31 and 7.32)

7.14 **Weekends Off**

- (a) Each Nurse working seven and one-half (7.5) hour shifts shall have one (1) weekend off in each three (3) week period or at least sixteen (16) weekends off per year unless mutually agreed upon otherwise. The Employer will make every effort to maximize the number of weekends off per year for each Nurse.
- (b) Nurses who work rotations, shall receive the weekends off provided by the rotations agreed to between the Employer and the Union.
- (c) This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

Not applicable to a Nurse Practitioner. (See Article 7.31 and 7.32)

7.15 **Nursing Coverage**

Nurses agree to maintain nursing coverage for all units during the shift change subject to provisions of Article 7.16.

7.16 **Overtime Provisions**

- (a) Time worked as an extension to the regular scheduled shift or time worked in a bi-weekly pay period that is in excess of seventy-five (75) hours shall be compensated at a rate of one and one-half times (1½ x) the Nurse's regular hourly rate for the overtime worked. A Nurse who works in excess of four (4) hours overtime in any one day shall be compensated at a rate of two times (2 x) the Nurse's regular hourly rate for the overtime worked.
- (b) 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.
- (c) The Employer shall make every effort to fill deficiencies in the work schedule in accordance with Articles 7.21 (Extra Shifts) or 7.22 (Relief Shifts).

(See Article 7.31 and 7.32 for Nurse Practitioners)

7.17 **Overtime Payout**

- (a) A Nurse may take time off in lieu of pay for overtime worked. Such time off shall occur at a mutually agreed time. Where the Nurse chooses to take pay for overtime worked, such pay shall be paid within two (2) pay periods of the written request of the Nurse.
- (b) Nurses may be permitted to continuously carry an accumulation of up to seventy-five (75) hours. The Employer shall divide the year into four (4)

quarters. At the end of each quarter, the Employer may pay out any unused overtime down to seventy-five (75) hours.

(See Article 7.31 and 7.32 for Nurse Practitioners)

7.18 **Meal Allowance**

- (a) Nurses will be provided with a meal allowance of eight (8) dollars after having worked overtime in excess of four (4) continuous hours beyond a regularly scheduled shift. (Not applicable to a Nurse Practitioner who is not ordinarily subject to shift work.)
- (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. (Not applicable to a Nurse Practitioner who is not ordinarily subject to shift work.)

7.19 **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 availability 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. Such change requires the approval of the Employer. Such approval shall not be unreasonably denied.
- (d) A Casual Nurse will not be entitled to overtime until they have worked in excess of seventy-five (75) hours in a bi-weekly pay period except as outlined in Article 7.16 (a).

Not applicable to a Nurse Practitioner.

7.20 **Part-Time Availability**

- (a) Any Regular and Temporary Part-Time Nurses who wish to work shifts beyond his or her appointment status are required to notify the Employer in writing. This notification will include information such as the desired number of additional hours or shifts, interest in shifts on other patient care units in addition to a Nurse's home unit and any restrictions to a Nurse's availability.

- (b) A calendar system will be used for each patient care unit for the purpose of scheduling additional shifts for both prior to and after posting of the schedule.
- (c) Any Regular and Temporary Part-Time Nurses who have provided notification in accordance with Article 7.20 (a) shall indicate their specific available dates, available shifts, additional preferred units, and available time, via the calendar on their home unit.
- (d) When a Regular or Temporary Part-Time Nurse has worked up to his or her desired extra shifts, he or she is responsible to remove his or her name from the calendar on their patient care unit.
- (e) A Regular or Temporary Part-Time Nurse will not be entitled to overtime until they have worked in excess of seventy-five (75) hours in a bi-weekly pay period except as outlined in Article 7.16 (a).

Not applicable to a Nurse Practitioner.

7.21 **“Prior to Posting” - Extra Shifts**

Deficiencies in the work schedule which are known to the Employer prior to the posting of a schedule shall be considered “extra shifts”.

- (a) The Employer will first grant extra shifts to Regular and Temporary Part-Time Nurses within their home unit as equitably as possible on the basis of availability as indicated by the dates on the availability calendar on their home unit.
- (b) The Employer may permit individual patient care units to establish their own practices and procedures for granting extra shifts consistent with the terms of the Collective Agreement.
- (c) If extra shifts still exist on a work schedule after the process in Article 7.21 (a) is complete, the Employer may grant extra shifts to Regular and Temporary Part-Time Nurses outside the home unit as equitably as possible and to Casual Nurses.
- (d) Extra shifts up to the point of his or her indicated willingness to work on the calendar shall be compensated at the Nurse’s regular hourly rate for the hours worked except when the Nurse works overtime in accordance with Article 7.16.

Not applicable to a Nurse Practitioner.

7.22 **“After Posting” - Relief Shifts**

Deficiencies in the work schedule which still exist at the time of posting or which arise after the posting of a schedule shall be considered “relief shifts.”

- (a) The Employer may offer relief shifts to Regular or Temporary Part-Time Nurses or Casual Nurses. The Nurses are not required to accept the relief shifts.
- (b) A Regular or Temporary Part-Time Nurse or a Casual Nurse who is offered and accepts relief shifts shall be compensated at the Nurse’s regular hourly rate for the hours worked.
- (c) Once a relief shift is accepted, the Nurse is obligated to work. The Nurse who does not report for work on the relief shift as offered and accepted shall not be entitled to any compensation for the relief shift, except a Part-Time Nurse on a paid leave of absence (ie. authorized sick leave, bereavement leave).
- (d) When his or her availability changes after the schedule is posted, a Part-Time Nurse may change his or her noted availability and is responsible for advising the Employer as soon as possible.
- (e) For clarification, a relief shift of four (4) hours or more worked by a Regular or Temporary Part-Time Nurse or a Casual Nurse contiguous to another regular shift worked is not considered an extension of a shift and will not attract overtime in accordance with Article 7.16 (a).

Not applicable to a Nurse Practitioner.

7.23 **Cancelled Shifts**

- (a) Once a Regular Nurse has accepted an extra or relief shift as set out in Article 7.21 or Article 7.22, the Employer may not cancel the shift without the mutual agreement of the Regular Nurse.
- (b) 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.

Not applicable to a Nurse Practitioner.

7.24 **Stand-By Provisions**

- (a) Stand-By is defined as an assignment by the Employer requiring a Nurse to be readily available for work when required. The Bargaining Unit

Grievance and Labour Management Committee (with consultation from the Nurses affected) will meet and agree to procedure(s) for assigning Stand-By in an equitable manner, subject to Article 7.25 below.

- (b) A Regular Nurse may only be placed on “Stand-By” for a patient care unit for which she or he holds a position.
- (c) The Employer shall pay a Nurse who is on Stand-By on a regular day thirteen dollars and fifty cents (\$13.50) for each Stand-By period of eight (8) hours or less. **This premium shall increase to sixteen dollars and twenty-one cents (\$16.21) per period of eight (8) hours or less effective October 31, 2014.**
- (d) The Employer shall pay a Nurse who is on Stand-By on a named holiday twenty-seven dollars (\$27.00) for each Stand-By period of eight (8) hours or less. **This premium shall increase to thirty-two dollars and forty cents (\$32.40) per period of eight (8) hours or less effective October 31, 2014.**
- (e) A Nurse may be required to be on Stand-By on a day not scheduled to be at work and this assignment shall not be deemed to interrupt a day off as set out in Article 7.13.
- (f) Nurses shall not be assigned to Stand-By for more than two (2) weekends in a four (4) week period or for more than seven (7) consecutive days; unless mutually agreed otherwise.
- (g) A Nurse shall not be required to be on Stand-By while on paid vacation leave.
- (h) A Casual Nurse who accepts a Stand-By assignment is required to report for work if Called Back during the Stand-By assignment.
- (i) Not applicable to a Nurse Practitioner who is not ordinarily subject to shift work.

7.25 **Voluntary Stand-By**

- (a) Where the Employer intends to introduce Voluntary Stand-By to a patient care unit where it is not already a designated requirement, the Employer shall provide the Union’s Labour Relations Representative with at least five (5) working days notice of its’ intention to do so, unless otherwise mutually agreed by the Parties.

- (b) Voluntary Stand-By will only be used by the Employer as a last resort and when it is not able to fill a shift(s) with a Regular or Casual Nurse on a straight time basis.
- (c) Voluntary Stand-By shall not normally exceed a period of ninety (90) days.
- (d) Only those Nurses who volunteer will be part of a Stand-By rotation for this limited period of time. Each such Nurse will be given the opportunity to select shifts for Stand-By on an equitable basis. The Employer will grant the selected Stand-By shifts as equitably as possible on the basis of the indicated selections.
- (e) The Employer shall pay a Nurse on Voluntary Stand-By in accordance with Article 7.24, 7.26, and 7.27.

7.26 **Call Back while on Stand-By**

- (a) Call Back is defined as the requirement for a Nurse to report to the Unit while on a period of Stand-By as set out in Article 7.24.
- (b) The shift differential premium and the weekend premium shall be paid for each applicable hour worked on a Call Back while on Stand-By.
- (c) Nurses reporting for work on a Call Back shall be granted a minimum of four (4) hours pay at the Nurse's straight time rates or compensation at the overtime rate for the hours worked, or at the applicable rate for the day (i.e. Holidays as set out in Article 10), whichever is greater.
- (d) A Nurse may take time off in lieu of pay for reporting for work on a Call Back. Such time off shall occur at a mutually agreed time.
- (e) Nurses Called Back shall receive compensation for travel at the option of the Nurse
 - (i) at the rate provided in Article 23 or
 - (ii) a flat premium of \$15.00 per Call Back, whichever is less.
- (f) Not applicable to a Nurse Practitioner who is not ordinarily subject to shift work.
- (g) **A Nurse who is reporting to work on a Call Back shall be reimbursed for any additional parking costs.**

7.27 **Rest Interval After Call Back**

The Nurse shall be entitled to a rest interval of six (6) hours between the time a Nurse on Stand-By, working on a Call Back, completes a period of Call Back and the commencement of the Nurse's next scheduled shift except when the Call Back is within two (2) hours of the commencement of the next scheduled shift in which case the Nurse shall not be entitled to a six (6) hour rest interval. In situations where the Call Back begins within two (2) hours of the commencement of the next scheduled shift, the Nurse shall complete her scheduled shift. The rest interval shall not cause a loss of regular pay for the hours not worked on the previously scheduled shift.

If mutually agreeable between the Nurse and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

Not applicable to a Nurse Practitioner who is not ordinarily subject to shift work. In the case of a Nurse Practitioner who is ordinarily subject to shift work, this shall not be applicable where the Employer gives the Nurse Practitioner an opportunity and accommodations to sleep at the Work Site.

7.28 **Telephone Consult**

For Nurses on Stand-By within a service providing telephone consulting support to the public and where the Nurse is assigned to be available to provide such service, the Nurse shall be compensated for availability, in addition to the Stand-By premium set out in Article 7.24, with pay for the total actual time spent on the phone consulting during the Stand-By period at the rate of one and one half (1.5x) times the Nurse's regular hourly rate to a maximum of eight (8) hours compensation in an eight (8) hour Stand-By period. The minimum telephone consult shall be thirty (30) minutes per incident at the Nurse's regular hourly rate. (Not applicable to a Nurse Practitioner who is not ordinarily subject to shift work.)

7.29 **Communication Devices**

The Employer will provide sufficient numbers of pagers or other communication devices for Nurses assigned to be on Stand-By. Such devices will be provided to the Nurse while at work for his or her scheduled shift prior to the period of Stand-By. The Nurse shall return such devices on his or her next scheduled shift, or within seventy-two (72) hours, whichever occurs first.

7.30 **Semi-Annual Time Change**

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

The following provisions apply to Nurse Practitioners only:

7.31 **Nurse Practitioner Hours of Work**

- (a) A Nurse Practitioner who is not ordinarily subject to shift work is responsible for scheduling his or her work to meet the requirements of his or her Collaborative Practice Agreement which, for such Full-Time Nurse Practitioner, shall be seventy-five (75) hours over a two (2) week period (pro-rated for Part-Time).
- (b) A Nurse Practitioner who is ordinarily subject to shift work is responsible, through a collaborative scheduling process, to meet operational requirements which, for such Full-Time Nurse Practitioner, shall be seventy-five (75) hours over a two (2) week period when averaged over a longer period of time (pro-rated for Part-Time). The longer period of time used to determine the averaging shall, after consultation with the Nurse Practitioner, be defined by the Employer and communicated to the Nurse Practitioner.
- (c) A Nurse Practitioner who is ordinarily subject to shift work shall have one (1) weekend off in each three (3) week period or at least sixteen (16) weekends off per year unless mutually agreed otherwise. The Employer will make every effort to maximize the number of weekends off per year for each Nurse Practitioner who is ordinarily subject to shift work. Nurse Practitioners who are ordinarily subject to shift work and who work rotations, shall receive the weekends off provided by the rotations agreed to between the Employer and the Union.

7.32 **Nurse Practitioner - Overtime**

- (a) A Nurse Practitioner who is not ordinarily subject to shift work is expected to schedule his or her work within seventy-five (75) hours bi-weekly and is not eligible for overtime pay. As recognition that there will be occasions where such Nurse Practitioner works in excess of seventy-five (75) hours bi-weekly where averaged over a longer period of time, the Employer shall grant such Full-Time Nurse Practitioner five (5) days in lieu (pro-rated for Part-Time and Full-Time with absences other than vacation in excess of one week) each fiscal year to be used within that fiscal year. Lieu time unused in a given fiscal year is not eligible to be carried over or paid out.
- (b) Where a Nurse Practitioner who is ordinarily subject to shift work is required to work additional shifts (in excess of their regular bi-weekly schedule), such Nurse Practitioner shall take equivalent time off on an hour for hour basis in the future.

- (c) In the event that it is not operationally feasible to allow such Nurse Practitioner to take the equivalent time off in order to remain working within seventy-five hours bi-weekly as averaged over a longer period of time (defined in accordance with Article 7.31), such Nurse Practitioner shall be eligible for overtime pay in accordance with Article(s) 7.16 and 7.17 of the Collective Agreement in effect between the Nova Scotia Nurses' Union and the Employer.

ARTICLE 8: SALARIES, INCREMENTS, PREMIUMS

8.00 A. Recognition of Previous Experience

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

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

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

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

8.00 B. Nurse Practitioner - Recognition of Previous Experience

When a Nurse Practitioner has produced proof or evidence of his/her previous satisfactory recent experience as a Nurse Practitioner, placement on the salary scale in Appendix "A" shall be in accordance with Article 8.00 A. Recognition of previous experience will only be deemed as satisfactory and recent where the Nurse has not been away from active nursing in the role of Nurse Practitioner for more than five (5) years.

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

Upon completion of the increments from start to year 5, a Nurse Practitioner who provided satisfactory proof of a combined total of 25 years of recent Registered Nurse and Nurse Practitioner experience will be placed at the 25 year rate for Nurse Practitioners on the anniversary date one year after the 5 year rate.

8.00 C. Recruitment and Retention Incentive for LPNs (where applicable)

Upon completion of twenty-five (25) years of service **in the LPN classification** with the Employer, LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for the classification. **Article 21.00 Nurse Mobility applies.**

8.01 Movement on Increment Scale -Regular Nurses

Anniversary Date - Regular Nurses: The date of the first shift worked in a Regular Position. Anniversary Date may change based on the provisions of Article 8.01 of the Collective Agreement.

- (a) On a year to year basis following the original Anniversary Date, the Nurse shall be advanced to the next level on the increment scale within the Nurse's classification as listed in Appendix "A".
- (b) The original Anniversary Date shall not be altered except where the Nurse has an unpaid leave of absence in excess of one (1) month, except as set out below, in which case the Anniversary Date will be altered to reflect the length of the unpaid leave of absence. This shall become the new Anniversary Date. The original Anniversary Date shall not be altered for unpaid leaves of absence in excess of one (1) month due to Union Leave (Article 5.06 (b), 5.07, 5.10), Education Leave (Article 9.09), Compassionate Care Leave (Article 9.05), Pregnancy/Birth, Parental and

Adoption Leaves as set out in Article(s) 13.00 and 13.05 or reasons due to illness or injury as contemplated by Articles 20.00 - 20.10 (Sick Leave), 16.02 - 16.05 (Workers' Compensation), or 20.16 (Long Term Disability).

- (c) The original Anniversary Date is portable pursuant to the provisions of Article 21.00.
- (d) When a Nurse is appointed to a position with a higher classification and pay scale, the original Anniversary Date does not change. The Nurse is appointed to the level on the increment scale appropriate to his or her Anniversary Date.
- (e) A Nurse must commence a new Anniversary Date if she or he assumes a new professional designation which includes Licensed Practical Nurse, Registered Nurse or Nurse Practitioner.

8.02 **Movement on the Increment Scale - Casual Nurses**

Anniversary Date - Casual Nurse: The date of the first shift worked as a Casual. Anniversary Date may change based on the provisions of Article 8.02 of the Collective Agreement.

- (a) Casual Nurses who have worked one thousand (1000) regular hours or more within one (1) calendar year of their Anniversary Date shall move to the next level on the increment scale.
- (b) Casual Nurses who have worked less than one thousand (1000) regular hours within one (1) calendar year of their Anniversary Date shall move to the next level on the increment scale when one thousand (1000) hours are achieved. This date shall become the Nurse's Anniversary Date for the purposes of movement through the increment scale only. The Service and Seniority of the Casual Nurse are not affected by the change to the Anniversary Date.
- (c) Casual Nurses can not advance more than one level on the increment scale in any twelve (12) month period.

8.03 **Casual Nurses appointed to Regular Positions**

- (a) If a Casual Nurse is appointed to a Regular Full-Time or Regular Part-Time Position within 250 hours of the 1000 hour threshold for movement to the next level of the increment scale, she/he shall advance to her/his next level on the increment scale on the date of appointment to the Regular Position. This date shall become the Nurse's Anniversary Date for the purposes of movement through the increment scale only. The Service

and Seniority of the Casual Nurse are not affected by the change to the Anniversary Date.

- (b) A Casual Nurse who is appointed to a Regular Position may use all hours worked as a Nurse in Nova Scotia regardless of the Employer for the purpose of being placed on the increment scale for the Regular Position. Such Casual Nurse must provide satisfactory evidence of all hours worked with other Employers within thirty (30) days of the appointment and his or her higher placement on the increment scale shall be effective upon the provision of the satisfactory evidence.

8.04 **Casual Nurses Appointed to Temporary Positions**

Where a Casual Nurse fills a Temporary Full-Time or Temporary Part-Time Position, the hours paid in the Temporary Position are casual hours and movement through the increment scale remains in accordance with Article 8.02.

8.05 **Pay Day**

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.

8.06 **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 once the Employer wide pay (multi site) system is in place. Nurses will be notified in writing by the Employer not less than sixty (60) days in advance of a change to the pay practices.

8.07 **Educational Premiums**

Educational Premiums are detailed in Appendix "B".

8.08 **Pay in Lieu of Benefits**

In lieu of the benefits provided to Nurses under the Collective Agreement, Casual Nurses, while not in a Temporary Position, shall be compensated with a supplementary payment equal to eleven (11%) percent of their earnings in each bi-weekly period. This payment will represent four (4%) percent for vacation and seven (7%) percent for all other benefits.

8.09 **Relief In A Management Classification**

A Nurse assigned by the Employer to temporarily fulfill selected functions of a management position shall be compensated at the rate of seven dollars (\$7.00)

per seven and one-half (7.5) hour shift, in addition to the Nurse's regular pay rate. The Nurse shall be paid from the first day of such assignment.

8.10 **Responsibility Pay**

In the event that the Employer designates a Nurse to be in charge of a facility where the Nurse is not ordinarily in charge by virtue of his or her classification and position title, the Nurse shall be paid a premium of ninety-three cents (\$0.93) per hour.

8.11 **Shift Premium**

A shift differential premium of **one dollar and seventy-five cents (\$1.75)** per hour shall be paid to a Nurse for each hour worked between 19 00 hours and 07 00 hours. This premium shall increase to **one dollar and eighty-five cents (\$1.85)** per hour effective **October 31, 2014**. (Not applicable to a Nurse Practitioner who is not ordinarily subject to shift work.)

8.12 **Weekend Premium**

A weekend premium of **one dollar and seventy-five cents (\$1.75)** per hour shall be paid to a Nurse for each hour worked between 00 01 Saturday and 07 00 Monday. This premium shall increase to **one dollar and eighty-five cents (\$1.85)** per hour effective **October 31, 2014**. The weekend premium shall be paid in addition to the shift differential premium. (Not applicable to a Nurse Practitioner who is not ordinarily subject to shift work.)

8.13 **Patient Care Charge Pay**

- (a) A Nurse designated as being "in charge" of a patient care unit in the absence of a Regular RN-3 or RN-4 position with responsibility for the patient care unit, shall be paid a premium of seventy cents (70¢) per hour. This premium is in addition to her or his regular rate of pay and any other premium pay that she/he is entitled to under other terms of this Collective Agreement.
- (b) The "in-charge" Nurse has responsibility to direct, supervise or oversee patient care assignments of other Nurses, or has overall responsibility for patient care on a unit for a shift.

8.14 **Preceptor Pool**

The Parties recognize and acknowledge that every Nurse has a professional responsibility to participate in preceptor duties, subject to the following:

- (a) "Preceptor" shall mean a Nurse who is assigned to supervise, educate, and evaluate Preceptees.
- (b) Nurses may be required, as part of their duties, to act as Preceptors in supervising activities of students, New Graduates and new staff in

accordance with current guidelines. Nurses will be informed in writing of their responsibilities in relation to these preceptees and will be provided with appropriate training as determined by the Employer.

- (c) In the case of students and New Graduates, any relevant information that is provided to the Employer by the educational institution with respect to skill level of preceptees will be made available to the Nurses supervising the preceptees.
- (d) The Employer will call for expressions of interest on at least an annual basis. Subject to the approval of the Employer, Nurses who express interest will be placed in the Pool.
- (e) A Nurse accepted in the Preceptor Pool may be removed from the Pool by the Employer if the Nurse is not capable of performing preceptor duties.
- (f) The Employer will consider assigning a Nurse from the Preceptor Pool when a Preceptor is required. However, a Nurse who is not currently in the Pool may be assigned Preceptor duties when required.
- (g) When operationally possible, a Preceptor shall not be assigned any patients on the first day of the preceptorship for a newly appointed Nurse to the Patient Care Unit.
- (h) When operationally possible, a Preceptor shall be assigned a patient care assignment that is reasonable for the needs of the Preceptees for those shifts for which she has Preceptor duties.
- (i) The Employer will endeavour to provide preceptor training to interested Nurses. Those Nurses accepted to the Pool shall be given first consideration for such training if needed.
- (j) The Employer may permit a Nurse to opt out of a preceptor assignment if it is determined that the relationship is not beneficial to both parties.

8.15 **Permanent Resource Nurse**

- (a) A Nurse appointed by the Employer to a position as a Permanent Resource Nurse shall be compensated with a premium in addition to the Nurse's regular hourly rate and in addition to other applicable premiums (eg. education; shift) and is only payable during such time as the Nurse is assigned to and performing the duties of Permanent Resource Nurse.

The number of Permanent Resource Nurse positions shall be as determined by the Employer, but in no case shall exceed a total of ten (10%) per cent of the Bargaining Unit. This number may be increased by

mutual agreement of the Employer and the Union representatives of the Bargaining Unit Grievance and Labour Management Committee.

- (b) The hourly rate of pay shall be based on the regular rate for the Nurse's classification as set out in Appendix "A" and the applicable (one only) supplement shall be paid as follows:
 - (i) During the first six (6) months worked in the position - an additional \$0.50 per hour to the Nurse's regular rate;
 - (ii) Between six (6) months worked and twelve (12) months worked in the position - an additional \$0.75 per hour to the Nurse's regular rate;
 - (iii) Between twelve (12) months worked and twenty-four (24) months worked in the position - an additional \$1.00 per hour to the Nurse's regular rate;
 - (iv) After twenty-four (24) months worked in the position - an additional \$1.25 per hour to the Nurse's regular rate.

8.16 **New Classification**

- (a) Should a new position or new classification be created within the Bargaining Unit during the term of this Agreement, the Employer and Union representatives of the Bargaining Unit Grievance and Labour Management Committee will decide the rate of pay. In the event that the Parties cannot agree on the rate of pay it may be referred to **Compensation Analysis Services at Health Association Nova Scotia for determination. The determination will be final and binding on the parties.** 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.
- (b) **Where a Nurse identifies that her current position is no longer classified appropriately due to changes in the position implemented during the term of the current collective agreement the Nurse may submit a written request for a classification review in accordance with the process in Appendix "H".**

This Article is not applicable to positions where the salary was determined or agreed to between the parties in accordance with article 8.16 (a) unless there has been a change in the position after the agreement reached in Article 8.16(a).

8.17 **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.

8.18 **Registered Mail Letter**

The Employer shall send a registered mail letter to the last known address of each Nurse who has left the employ of the Employer between November 01, **2012** and the date of signing the renewal Collective Agreement advising such Nurses of their right to apply to the Employer for all retroactive pay and benefits to which they are entitled to under the terms of the renewed Collective Agreement. Such an application must be made within thirty (30) days of the date of the registered mail letter.

8.19 **Nurse Identity**

Effective April 1, 2014, each Nurse shall be entitled to an annual sum of one hundred and twenty dollars (\$120) for the purchase of black and white uniforms, as per the Employers' "Standardized Nurse Uniform" Policy.

ARTICLE 9: LEAVE OF ABSENCES

9.00 **Leave Without Pay**

- (a) Subject to operational requirements, the Employer shall grant a leave of absence without pay for personal reasons. 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.
- (c) Nurses who, prior to the unpaid LOA, were participating in payroll deductions, such as Canada Savings Bonds, at the commencement of the unpaid LOA shall be responsible for making specific arrangements with the Employer for continued participation.

9.01 **Working During Leave of Absence**

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

9.02 **Return From Leave of Absence**

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

9.03 **Leave for Storm Or Hazardous Conditions**

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

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

- (c) when the Nurse has no entitlement to accumulated paid leave, the Nurse may, with prior approval of the Employer, make up the absent time as the scheduling allows.
- (d) Nurses assigned to work outside of the facility, shall not be required to perform assignments during hazardous weather conditions and shall report to the facility if possible for reassignment.
- (e) For the purpose of Article 9.03, the provisions of Articles 9.03 (b) and 9.03 (c) are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

9.04 **Bereavement Leave**

Immediate Family is defined in Article 4.07 and repeated here for convenience:

includes the Nurse's father, mother, step-mother, step-father, guardian, brother, sister, step-brother, step-sister, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step child, or ward of the Nurse, grandparent, step-grandparent or grandchild or step-grandchild of the Nurse and a relative permanently residing in the Nurse's household or with whom the Nurse permanently resides. The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time of the benefit is claimed.

- (a) If a death occurs in the Nurse's Immediate Family on a day when the Nurse is at work or scheduled to work, then said Nurse shall be granted bereavement leave with pay for her or his scheduled shift or the remainder of the scheduled shift.
- (b) The Full-Time Nurse shall also be granted seven (7) calendar days leave of absence effective midnight following the death and shall be paid for all shifts the Nurse is scheduled to work during the seven (7) calendar day period. In any event, the Nurse shall be entitled to thirty seven and one-half (37.5) consecutive hours paid leave even if this extends past the seven (7) calendar days leave.
- (c) A Part-Time Nurse who has a death in her or his immediate family shall receive seven (7) calendar days leave pursuant to Article 9.04, however, the minimum hours of paid leave shall be pro-rated based on the Part-Time Nurse's regular hours paid in the previous fiscal year of the Employer or their current appointment status, whichever is greater. Part-Time Nurses in their first year of employment shall have the minimum hours of paid leave pro-rated on their appointment status as a percentage

of equivalent full-time hours. All other bereavement leaves pursuant to Article 9.04 shall not be pro-rated.

- (d) Every Nurse shall be entitled to leave with pay up to a maximum of one (1) day in the event of death of the Nurse's brother-in-law or sister-in-law, and may be granted up to two (2) days for travel for purposes of attending the funeral and shall be paid for those travel days which are not regularly scheduled days of rest.
- (e) Every Nurse shall be entitled to one (1) day leave without pay, for the purpose of attending the funeral of a Nurse's aunt or uncle, niece or nephew, or the grandparents of the spouse of the Nurse.
- (f) The above entitlements are subject to the proviso that proper notification is made to the Employer.
- (g) If a Nurse is in receipt of paid holiday, vacation or sick leave credits at the time of bereavement, the Nurse shall be granted bereavement leave and be credited the appropriate number of days to her or his holiday, vacation, or sick leave credits.
- (h) In the event that the funeral or internment for any of the Immediate Family does not take place within the period of bereavement leave provided but occurs later, the Nurse may defer the final day of his or her bereavement leave without loss of regular pay until the day of the funeral or internment. The Nurse shall notify the Employer of this deferment at the time of the bereavement leave.
- (i) For the purposes of Article 9.04, the provisions of Articles 9.04 (b) through 9.04 (h), inclusive, are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

9.05 **Compassionate Care Leave**

- (a) A Nurse who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:
 - the spouse of the Nurse,
 - a child or step-child of the Nurse,
 - a child or step-child of the Nurse's spouse,
 - a parent or step-parent of the Nurse,
 - the spouse of a parent of the Nurse,
 - the sibling or step-sibling of the Nurse,
 - the grandparent or step-grandparent of the Nurse,
 - the grandchild or step-grandchild of the Nurse,

- the guardian of the Nurse,
- the ward of the Nurse,
- a relative of the Nurse permanently residing in the household of the Nurse or with whom the Nurse permanently resides,
- the father-in-law or mother-in-law of the Nurse,
- the son-in-law or daughter-in-law of the Nurse, or
- any other person defined as "family member" by Regulations made pursuant to the *Labour Standards Code*, as amended from time to time.

where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the Nurse began a leave before the certificate was issued, the day the leave was begun. Where requested in writing by the Employer, the Nurse must provide the Employer with a copy of the certificate. The "in-law" and "step-relative" relationships referred to in this provision will only be considered "Immediate Family" in cases where it is a current relationship at the time of the request for 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.

9.06 **Court Leave**

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

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

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

- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.

This provision (c) is applicable to a Casual Nurse provided the Casual Nurse is appearing as a witness for the Employer.

- (d) The leave of absence shall be sufficient in duration to permit the Nurse to fulfill the witness or jury obligation.
- (e) A Nurse given Court leave of absence without loss of regular pay shall pay to the Employer the amount that the Nurse receives for this duty. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position) other than as specified in Article 9.06 (c).
- (f) The Nurse shall advise the Employer as soon as possible after receipt of a jury notice or subpoena.

9.07 **Public Office Leave**

- (a) An Employer shall grant a leave of absence without pay upon the request of any Nurse to run as a candidate in a Federal, Provincial, or Municipal election. If the Nurse withdraws as a candidate or is an unsuccessful candidate, she/he is entitled to return to her or his former position without loss of benefits provided that the Nurse gives two (2) weeks notice to the

Employer of her/his intent to return unless mutually agreed to a shorter notice period.

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

9.08 **Deferred Salary Leave**

The terms of the Deferred Salary Leave Plan are detailed in Appendix "D". This provision is not applicable to a Casual Nurse.

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 (1) 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 be placed in a nursing position consistent with the skills of the Nurse and the needs of the Employer and with the same appointment status (i.e. Full-Time or Part-Time or Casual) that the Nurse had prior to commencing the leave, unless mutually agreed upon otherwise. Upon return, the Nurse shall be placed on the appropriate level of the increment scale as determined by her or his Anniversary Date in accordance with Article 8.01.
- (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 pension, LTD and benefit 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.

ARTICLE 10: VACATIONS & HOLIDAYS

10.00 Annual Vacation Accumulation

Paid vacation leave credits shall be earned on the basis of regular hours paid. "Regular hours paid" for the purpose of calculating paid vacation leave credits shall include the straight time hourly equivalent of overtime hours worked to the applicable maximum annual vacation entitlement as set out below. Provisions 10.00 through 10.10 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

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

- (a) Effective the date of hire, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 17.333 regular hours paid to a maximum of 112.5 hours.
- (b) Effective on the commencement of the fifth (5th) year of Service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 13.000 regular hours paid to a maximum of 150 hours.
- (c) Effective on the commencement of the fifteenth (15th) year of Service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 10.400 regular hours paid to maximum of 187.5 hours.
- (d) Effective on the commencement of the twenty-fifth (25th) year of Service, vacation shall accumulate at the rate of one (1) hour of vacation credit for each 8.666 regular hours paid to a maximum of 225 hours.

10.01 Annual Vacation Pay

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

10.02 Vacation Pay Advance

A Nurse may, upon giving at least three (3) weeks notice, receive, on the last office day preceding commencement of the Nurse's annual vacation, any pay which may fall due during the period of vacation. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

10.03 Advance of Paid Vacation

A Nurse who is permitted to take paid vacation leave before it is earned and who leaves the employment of the Employer shall refund to the Employer the amount paid to the Nurse during her or his vacation, less the vacation pay to which the

Nurse was actually entitled. In the event a Nurse does not refund the amount, the Employer is entitled to withhold any wages or other monetary benefits in an amount sufficient to reimburse the Employer the amount owing by the Nurse on termination or retirement.

10.04 **Annual Vacation Cut off Date**

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

10.05 **Annual Vacation Scheduling**

- (a) Subject to the operational requirements of the Employer, the accumulated vacation of a Nurse shall be scheduled within each fiscal year (April 1st to March 31st).
- (b) Paid vacation time off shall be scheduled by the Employer at a time mutually agreed between the Nurse and the Employer.
- (c) Where possible, a Nurse shall have the weekend off prior to the Nurse's vacation.
- (d) The Employer shall make every reasonable effort to ensure that the request for vacation leave of the Nurse is approved.
- (e) When submitting a request for vacation leave for quarter 2, the Nurse shall provide the Employer with up to three (3) choices for vacation, listed in order of priority. If the Nurse has not provided three (3) choices for vacation and the Employer is unable to comply with the submitted request, the Nurse's subsequent request for vacation leave for period 2 will only be considered after other requests are scheduled and posted by June 1st, in accordance with Article 10.06. These requests shall be granted on a first come, first served basis.
- (f) Where, the Employer is unable to comply with the request, the immediate management supervisor shall:
 - i) give the reason for disapproval; and
 - ii) make every reasonable effort to grant an alternative request by the Nurse in the amount and at the time requested.
- (g) Where the Nurse has vacation credits remaining unscheduled by September 1st of each year, the Employer shall indicate to the Nurse by October 1st that a plan is required to dispose of the remaining vacation before the end of the vacation year. If after this notification the Nurse does not submit a request by October 15th to use the remaining vacation, the Employer may schedule the vacation of a Nurse in accordance with the operational needs of the Employer.

- (h) The request for vacation may be made for any vacation quarterly period during the year but in any event shall be prior to Dec 1st. Vacation requests may be for any period during the year.
- (i) Before the Employer can grant a vacation request in advance of a quarterly period as set out in Article 10.06 (a), the requesting Nurse must demonstrate to the Employer that Nurses with more Seniority on that unit agree with the advance request. If a senior Nurse does not agree with an advance vacation request in accordance with this provision, the senior Nurse must agree to take vacation for the same period covered by the original advance vacation request. This provision does not apply to quarter 2 requests.

10.06 Annual Vacation Posting

- (a) The vacation schedule shall be posted by the Employer indicating the approved vacation time off for each Nurse. The approved vacation for a Nurse shall be based on requests received normally not less than one (1) month prior to the quarterly posting periods as set out below:
 - quarter 1 (April to June) posted by March 1st;
 - quarter 2 (July to September) posted by June 1st;
 - quarter 3 (October to December) posted by September 1st and
 - quarter 4 (January to March) shall be posted by December 1st.
- (b) Vacations will be distributed as equitably as possible among Nurses. Where a conflict arises between the requested vacation period of two or more Nurses, the conflict will be resolved on the basis of Seniority.

10.07 Nurse Practitioner Vacation Scheduling

A Nurse Practitioner is expected to organize and take his or her vacation(s) in collaboration with others in the Collaborative Practice Agreement, other Nurse Practitioner colleague(s) and/or other care providers (provided the coverage is acceptable to the Employer) in order to accommodate coverage for the Nurse Practitioner during his or her absence on vacation. The Nurse Practitioner shall forward his or her vacation periods and plan for coverage to the Employer at least one (1) month prior to the planned first day of the vacation period.

Where the Nurse Practitioner has not forwarded all of his or her vacation periods to the Employer by December 1st of a given Fiscal Year, the Employer may schedule the vacation of a Nurse Practitioner in accordance with the operational needs of the Employer.

10.08 **Sick Leave Substitution for Annual Vacation**

Accumulated sick leave credits may be substituted for hours of scheduled vacation interrupted where it can be established by the Nurse to the satisfaction of the Employer that an illness or accident occurred prior to the commencement of the vacation and that the illness or accident was such that the vacation plans of the Nurse were interrupted.

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

10.10 **Annual Vacation Cancellation**

- (a) The Employer will make every reasonable effort not to cancel vacation leave once it has been approved. If a Nurse's vacation is approved and then cancelled by the Employer causing the Nurse to lose a monetary deposit on vacation accommodations and/or travel and providing the Nurse does everything reasonably possible to mitigate the loss, and providing the Nurse notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Nurse for the monetary deposit.
- (b) The Employer will make every reasonable effort not to require a Nurse to return work after she/he has commenced paid vacation leave. Nurses will be recalled from vacation in the reverse order of Seniority, except where the Employer establishes the need for special skills and qualifications.
- (c) The Nurse returning to work from paid vacation leave, shall be paid two times (2 x) her or his regular hourly rate for each hour(s) worked during the entire period of vacation cancelled by the Employer whether the Nurse was previously scheduled to work the hour(s) or not.
- (d) The vacation credits shall not be reduced for the previously scheduled vacation time that was rescheduled to work. Further the Nurse shall be permitted to reschedule her or his vacation leave at a time mutually agreed between the Nurse and the Employer.
- (e) Where a Nurse has commenced paid vacation and is required to return to work, she or he shall be reimbursed for reasonable expenses that she or he incurs:
 - i) in proceeding to his or her place of duty; and

- ii) in returning to the place from which he or she was recalled if she or he immediately resumes vacation leave upon completing the assignment for which he or she was required to work.

10.11 **Holidays**

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

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

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

10.12 Any hours that a Nurse works between the hours of 00 01 hrs. and 23 59 hrs. on one of the recognized holidays shall be compensated at the appropriate holiday premium rate in accordance with Article 10.18.

10.13 **Christmas Eve**

A Nurse who works a shift between 12 00 hours and 24 00 hours on December 24th shall receive an hour off for each hour worked up to a maximum of four (4) hours off. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

10.14 **Entitlement to Paid Holiday Leave Credits**

Paid holiday leave credits shall be earned by a Nurse on the basis of regular hours paid. A Nurse shall accumulate entitlement on the basis of one (1) hour of holiday credit for each 23.4 regular hours paid (including the straight time hourly equivalent to overtime hours worked) to a maximum accrual of 82.5 hours of holiday credits in a fiscal year period.

If the Government of Canada or the Province of Nova Scotia officially proclaims an additional holiday(s), Nurses shall accumulate additional holiday credits. In such case, the Employer shall revise the above noted calculation for accumulation accordingly.

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

10.15 **Scheduling Paid Holiday Leave Credits**

Accumulated paid holiday leave credits shall be scheduled as paid hours off at a time mutually agreed between the Nurse and the Employer. Nurses may be permitted to continuously carry an accumulation of up to 22.5 hours. The Employer shall divide the year into four (4) quarters. At the end of each quarter, the Employer may pay out any unscheduled holiday leave down to 22.5 hours. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

10.16 When a Holiday occurs during a period scheduled as approved vacation for a Full-Time Nurse, the Full-Time Nurse shall be paid for the holiday from the Nurse's paid accumulated holiday credits. Paid vacation credits shall not be reduced for those hours. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

10.17 **Holidays - Christmas/New Years**

(a) Each Nurse shall receive either Christmas Day or New Year's Day off on the actual day, unless mutually agreed otherwise between the Nurse and the Employer, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday.

(b) A Nurse who is scheduled to work Christmas Day shall not be scheduled to work on December 31st and January 1st. A Nurse who is scheduled to work on New Year's Day shall not be scheduled to work on December 24th and December 25th, unless mutually agreed otherwise. **For the purpose of this Article, shifts that commence on December 23rd shall not be considered to be working on December 24th and shifts that commence on December 30th shall not be considered to be working on December 31st.**

(Not applicable to a Nurse Practitioner.)

10.18 **Holiday Premium Pay**

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

- A. A Full-Time or Part-Time Nurse who is regularly scheduled to work or a Casual Nurse who works on a recognized Holiday shall be paid at the rate of one and one-half times (1.5 x) the Nurse's regular rate of pay; or
- B. A Nurse who works overtime (as defined in Article 7.16) on a recognized Holiday shall be paid at the rate of two-point-three-three times (2.33 x) the Nurse's regular rate of pay for the overtime worked; or

- C. A Nurse who is not scheduled to work and is called in to work on a recognized Holiday without being given seventy-two (72) hours notice shall be paid at the rate of two and one-half times (2.5 x) the Nurse's regular rate of pay. This provision excludes Casual Nurses (except a Casual Nurse while in a Temporary Position).

10.19 **Nurse Practitioner Holiday Premium Pay**

A Nurse Practitioner who is not ordinarily subject to shift work is expected to organize his or her work to provide for holidays off. However, if the Employer requires such Nurse Practitioner to work on a holiday, the remainder of Article 10.18 would apply.

- 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 in accordance with Article 10.15.

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

ARTICLE 11: SENIORITY, DISPLACEMENT, LAYOFF AND RECALL

A. Seniority

11.00 (a) **Regular Seniority**

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

(b) **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 and shall operate on a Bargaining Unit wide basis. 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 Nurses**

In the event that a Casual Nurse becomes a Regular Nurse and the subsequent conversion of hours as per Article 11.02 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.

11.01 **Seniority Bypass**

Seniority may only be bypassed where the Employer establishes the need for special skills and qualifications.

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 1950 hours paid and shall then accumulate further Casual Seniority on the basis of regular hours paid.

A Nurse who was a Regular Nurse on or before Feb 26, 2004 who changes employment status from Regular to Casual and then to Regular shall have all regular hours paid converted to Regular Seniority.

(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 directly 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.
- (d) **Conversion of Casual Seniority to Regular Seniority**
In the event that a Casual Nurse becomes a Regular Full-Time or Regular Part-Time Nurse, on or after February 26, 2004, her or his Casual Seniority earned from February 26, 2004, shall be converted to Regular Seniority on the basis of one (1) year of Seniority for each 1950 hours of Casual Seniority, pro-rated as required. She/he shall then accumulate further Regular Seniority from the length of her or his employment as a Regular Part-Time or Regular Full-Time Nurse. For clarification, Casual Nurses cannot convert more than 1950 hours of Casual Seniority for each year of employment from February 26, 2004 regardless of the number of Casual Hours worked in any one (1) year from February 26, 2004.

11.03 **Seniority Lists**

- (a) The Employer shall post a current Regular Seniority List for Regular Nurses (with separate lists for Registered Nurses (including Nurse Practitioners) and Licensed Practical Nurses as appropriate for the Bargaining Unit) and a Casual Seniority List for Casual Nurses (with separate lists for Registered Nurses (including Nurse Practitioners) and Licensed Practical Nurses as appropriate for the Bargaining Unit) annually in February for sixty (60) days and provide a copy of the same to the Union members of the BUGLM Committee and a Labour Relations Representative of the Union.
- (b) Should the Union or any Nurse allege an error in a Seniority List, a written objection must be sent to the Employer within sixty (60) 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 Union members of the BUGLM Committee and a Labour Relations Representative of the Union and shall be deemed to be correct and accurate in all respects.
- (c) A record as to the hours worked by a Casual Nurse 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 lists.
- (d) The Regular Seniority List for Regular Nurses shall include:
 - 1) Name

- 2) Appointment designation [ie: FT, PT] [for PT indicate as percentage of Full-Time hours]
- 3) Job title
- 4) Work Site(s) and usual Patient Care Unit/or Program (if applicable)
- 5) Seniority Date

The Casual Seniority List for Casual Nurses shall include:

- 1) Name
 - 2) Job title
 - 3) Work Site(s)
 - 4) Hours worked in the Bargaining Unit
- (e) Where the Employer is the South Shore District Health Authority or, the South West Nova District Health Authority or, the Annapolis Valley District Health Authority or, the Cape Breton District Health Authority or, the Izaak Walton Killam Health Centre, there shall be independently applied Seniority lists for Regular Nurses and Casual Nurses that operate on a Bargaining Unit wide basis.
- (f) Where the Employer is the Colchester East Hants Health Authority or, the Cumberland Health Authority or, the Pictou County Health Authority or, the Guysborough Antigonish Strait Health Authority or, the Capital District Health Authority, there shall be independently applied Seniority lists for Regular Nurses and Casual Nurses, as well as Regular LPNs and Casual LPNs that operate on a Bargaining Unit wide basis.

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 Article 11.30 unless such notice was not reasonably possible.
- (d) The Nurse is laid-off for more than two (2) years, subject to Articles 11.21 and 11.22.
- (e) A Nurse who retires from employment loses employment and Service, but if within six (6) months of the retirement, the Nurse returns to work in any Bargaining Unit represented by the Nova Scotia Nurses' Union, the Nurse will maintain the Seniority the Nurse had prior to retirement and may

accumulate additional Seniority on either a Casual or Regular basis depending on the status of the appointment after retirement.

11.05 Loss of Seniority

- (a) A Nurse shall lose Seniority in the event that the Nurse has accepted a **temporary** position with the Employer outside of the Bargaining Unit, **or has been granted a leave of absence from the Nurse's Bargaining Unit position to accept a permanent position with the Employer** and remains outside of the Bargaining Unit for more than fifty-six (56) weeks.
- (b) In the event that an appointment to a position, **as described in Article 11.05 (a)**, outside the Bargaining Unit is to be longer than specified above, extensions shall only be permissible with the agreement of the Bargaining Unit representatives of the Bargaining Unit Grievance and Labour Management 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.

B. Displacement

Displacement, Lay Off and Recall Rights (provisions 11.06 through 11.31) are not applicable to a Casual Nurse.

- 11.06
- (a) In a situation which may result in a lay off, a Nurse shall be subject to the Displacement Procedure of this Collective Agreement prior to a potential lay off.
 - (b) Nurses may be subject to the Displacement Procedure and/or laid-off because of shortage of work or funds, the discontinuance of work or the reorganization of work.
 - (c) A Nurse Practitioner may be subject to the Displacement Procedure and/or laid off because of the termination of a Collaborative Practice Agreement by a Party to the agreement other than the Nurse Practitioner.

11.07 In the event of displacement, Nurses shall be displaced in reverse order of Seniority within the patient care unit or service affected, subject to bypasses in accordance with Article 11.01.

The Employer will apply the principle of Seniority rights within the Displacement and Lay off procedures. That is, where the procedures provide an option to affected Nurses, the option shall be offered first to the most Senior Nurse. Where the procedure does not permit an option, the Nurse to be affected shall be the least Senior Nurse.

Prior to Displacement

11.08 (I) The Employer will inform the Bargaining Unit representatives on the Bargaining Unit Grievance and Labour Management Committee as early as is reasonably possible regarding the possibility of displacement and layoff and before any Nurse is so advised.

Any specific information disclosed shall be treated as confidential by both Parties.

(II) The Employer shall meet with the Bargaining Unit representatives of the Bargaining Unit Grievance and Labour Management Committee prior to any notice to a Nurse that she/he is to be displaced. Any specific information disclosed shall be treated as confidential by both Parties. In the meeting:

- (a) The Employer will advise a Labour Relations Representative of the Union and the Bargaining Unit representatives of the Bargaining Unit Grievance and Labour Management Committee of:
 - (i) the displacement recognizing that the displacement of Nurse(s) will initially occur in the site of the service to be reduced,
 - (ii) the patient care unit or service affected,
 - (iii) the number of Nurses to be displaced from the patient care unit or service affected,
 - (iv) the Employer's determination of the least Senior Nurse(s) in the patient care unit or service affected, and
 - (v) any bypasses in accordance with Article 11.01,
 - (vi) all existing Regular and Temporary Vacancies and Temporary Positions in the Bargaining Units.

- (b) The Employer shall not post vacancies that arise once it has informed a Labour Relations Representative of the Union and the Bargaining Unit representatives on the Bargaining Unit Grievance and Labour Management Committee pursuant to the provisions of Article 11.08 (I) where the threshold requirements of the vacant positions may be met by a displaced or laid-off Nurse.
- (c) Vacant positions that exist once the Employer has informed a Labour Relations Representative of the Union and the Bargaining Unit representatives on the Bargaining Unit Grievance and Labour Management Committee pursuant to the provisions of Article 11.08 (I) may not be filled (appointments confirmed) where the threshold requirements of the vacant positions may be met by a displaced or laid-off Nurse.
- (d) The Employer will consult with the Bargaining Unit representatives of the Bargaining Unit Grievance and Labour Management Committee regarding ways to minimize the adverse effect on the Nurse(s) to be displaced.
- (e) The Employer and the Bargaining Unit representatives of the Bargaining Unit Grievance and Labour Management Committee may agree to additional options within the displacement procedure or alternatives to any of the procedures in Articles 11.06 through to 11.31 where the options or alternatives are operationally practical and in accordance with the following principles:
 - (i) to minimize the number of Nurses to be displaced;
 - (ii) to minimize disruptions to Nurses affected by displacement; and
 - (iii) to avoid layoffs in a Work Site where regular vacancies exist in that Work Site.
- (f) The application of additional options or alternatives where agreed by the Employer and the Bargaining Unit representatives of the Bargaining Unit Grievance and Labour Management Committee shall be deemed to not violate the Collective Agreement.

C. Displacement and Layoff Procedure

11.09 Following the consultation with the Bargaining Unit Grievance and Labour Management Committee, set out in Article 11.08 (II) (d), the Employer will determine the reasonable options in the circumstances for each displaced Nurse.

The Employer shall meet with the Nurse(s) to be displaced in person and outline the displacement options, verbally and in writing. The displaced Nurse(s) shall be accompanied at the meeting by a representative of the Bargaining Unit.

- 11.10 The following procedure shall represent the minimum options provided to displaced Nurses. The procedure shall be exercised by displaced Nurses in recognition of the order of Seniority:

In sequence:

(Option 1.)

A displaced Nurse shall be offered the choice of displacing the most junior Nurse in the displaced Nurse's area of service (as defined by the Employer) in the Bargaining Unit.

(Option 2.)

If the displaced Nurse chooses not to exercise Option (1.) or Option (1.) is not applicable in the circumstances, the displaced Nurse shall then be offered the choice of any current regular vacancy within the Bargaining Unit, provided the displaced Nurse meets the threshold requirements of the vacancy.

(Option 3.)

If the displaced Nurse chooses not to exercise Option (2.) or Option (2.) is not applicable in the circumstances and there are more displacements at the Work Site than there are number of existing regular vacancies at the work site, the displaced Nurse shall be offered the option to voluntarily lay off.

This choice to voluntarily lay off shall only be offered where the number of displaced Nurses exceed the number of available vacant Regular Positions. That is, the choice shall only be offered until the number of remaining displaced Nurses in a Work Site is equal to the number of remaining existing vacancies in the Work Site. At such time, the voluntary lay off option will no longer be available and the displaced Nurse shall be offered Option (4.), below.

(Option 4.)

If the displaced Nurse chooses not to exercise Option (3.) or Option (3.) is not applicable in the circumstances and there are more displaced Nurses at the Work Site than there are existing regular vacancies at the Work Site, the displaced Nurse shall, in order of Seniority, be offered the choice of:

- (a) any existing regular vacancy within the Work Site for which the Nurse meets the threshold requirements of the vacancy; or,
- (b) occupying the position held by the most junior Nurse(s) within the displaced Nurse's Work Site, provided that the displaced Nurse meets the

threshold requirements of the position of the junior Nurse and the junior Nurse is able to meet the threshold requirements of an existing regular vacancy.

The opportunity for the Senior Nurse to displace the most junior Nurse while a vacancy exists at the same site shall only be available to the Senior Nurse where the junior Nurse is able to be placed into the vacant position with no additional cost or disruption to the Employer than would otherwise occur with the placement of the senior Nurse into the position.

A Nurse shall not be laid-off or displaced from a site while there are vacancies at the site, subject to threshold requirements.

- (c) occupying the position held by the most junior Nurse(s) within the displaced Nurse's Work Site, provided that the displaced Nurse meets the threshold requirements of the position of the junior Nurse.

This process of Options 4 (a) or 4 (b) shall continue until such time as the number of regular vacancies in the Work Site are filled subject to threshold requirements, at which time, the only choice for the displaced Nurse(s) is Option 4 (c).

(Option 5.)

If the displaced Nurse chooses not to exercise Option (4.) or Option (4.) is not applicable in the circumstances, Option (5.) shall be available provided that there are no existing regular vacancies available at the displaced Nurse's Work Site for which the displaced Nurse meets the threshold requirements of the job. In this case, if there are no existing regular vacancies available at the displaced Nurse's Work Site for which the displaced Nurse meets the threshold requirements of the job, the displaced Nurse shall be offered the following options:

- (a) to displace the most junior Nurse in the Bargaining Unit provided that the displaced Nurse meets the threshold requirements of the position of the junior Nurse
- (b) to voluntarily lay off.

(Option 6.)

Where a displaced Nurse has chosen to voluntarily lay off or where a non-voluntary lay off is the only remaining option for a displaced Nurse, the displaced Nurse shall be offered the choice to displace any Casual Nurse in a Temporary Position provided the displaced Nurse meets the threshold requirements of the Temporary Position and the Employer determines that displacement is operationally practical. At the conclusion of the Temporary Position the displaced Nurse shall be laid-off.

(Option 7.)

Prior to a non-voluntary lay off occurring, the Employer shall assess each remaining existing Regular vacancy in the Bargaining Unit where it had been previously determined by the Employer that the displaced Nurse could not meet the threshold requirements of the vacancy. Where the Employer determines that the displaced Nurse could meet the threshold requirements of an existing Regular vacancy if provided with on the job training of up to 150 hours (worked) in addition to the usual orientation period, the displaced Nurse shall be offered the existing Regular vacancy with a requirement to complete the training.

Any junior Nurse(s) displaced pursuant to a Senior displaced Nurse exercising an option under Article 11.10, shall be entitled to follow the procedure set out in Article 11.10 in order of and in accordance with Seniority except the junior Nurse displaced in Option 5 (a).

Nurse Practitioner Procedure - In sequence :

In all cases dealing with the displacement and/or layoff of a Nurse Practitioner, in addition to the requirements outlined, each Option is contingent on the Nurse Practitioner successfully securing and commencing a Collaborative Practice Agreement. Where a Nurse Practitioner is subject to a displacement and potential lay off due to the termination of the Collaborative Practice Agreement by a Party other than the Nurse Practitioner, the Employer shall consider and pursue options related to establishing an alternative Collaborative Practice Agreement for the displaced Nurse Practitioner to the extent that the Employer determines it is reasonable to do so.

Non-Voluntary Lay Off

11.11 A non-voluntary lay off shall only occur where the ***Displacement Procedure*** in Article 11.10 Option (1.) through Option (7.) has been completed.

11.12 **Where The Employer Determines:**

- (a) Where on the job training of 150 hours, in addition to the usual orientation period or less would be unavoidable in order to fill a existing Regular vacancy by any displaced Nurse(s) and any junior Nurse(s) who may potentially be displaced due to the Displacement Procedure in Article 11.10, such on the job training of 150 hours or less shall be first offered to the most Senior displaced Nurse.
- (b) Where a lay off is unavoidable, the Employer shall invite expressions of interest for voluntary lay off. The Employer shall determine the services, sites and number of opportunities to voluntarily lay off. The Employer shall consider the expressions of interest for voluntary lay off, beginning with

the most Senior Nurse. The Employer shall only approve such requests where it is operationally reasonable and practical and where lay offs are unavoidable. Where there are fewer indicated expressions of interest than number of lay offs required, after the indicated expressions of interest have been considered, the remaining layoffs shall be to the displaced Nurses with the least Seniority.

11.13 Where Nurse Determines Applicable:

Where a displaced Nurse is eligible for retirement in accordance with the NSAHO Pension Plan, a displaced Nurse may choose to retire.

11.14 Notice of Potential Lay Off

Where the most junior Nurse(s) within a service, at a Work Site or in the Bargaining Unit may potentially be displaced pursuant to Article 11.10, the Employer may provide those Nurses with Notice of Layoff as indicated in Article 11.17.

11.15 Absent from Work

A Nurse to be displaced who is absent from work due to a leave of absence for any reason shall be advised of displacement in writing. The displaced Nurse shall be required to indicate his or her intent to return to work and shall normally be required to exercise displacement rights in accordance with the displacement procedure. However, the displaced Nurse will not be required to return to work prior to the expiry of her or his leave of absence.

11.16 Choosing An Option

(a) The Employer shall provide a minimum of forty-eight (48) hours for each displaced Nurse to choose an option pursuant to Article 11.10 and to notify the Employer in writing of his or her choice.

(b) In exercising options under Article 11.10

i) In exercising options under the Displacement and Layoff Procedure "threshold requirements" shall be the minimum requirements for entry to the position.

ii) A displaced Nurse may only choose a position pursuant to the applicable option where the designated hours of the position are less than or equal to the hours of the displaced Nurse as designated prior to displacement.

iii) A displaced Nurse who has indicated a choice to voluntarily lay off or who is subject to non-voluntary lay off shall no longer have any rights to Displace. A displaced Nurse who has indicated a choice to

voluntarily lay off or who is subject to non-voluntary lay off shall have recall rights.

- iv) Where a displaced Nurse accepts a vacancy or position with less designated hours than the hours of the displaced Nurse as designated prior to displacement, the displaced Nurse retains recall rights to a position of equivalent designated hours to the position held by the displaced Nurse prior to displacement.

- (c) The Parties will verify the placement decisions in writing.

11.17 Notice of Lay Off

- (a) Nurses with up to ten (10) years Service shall be given four (4) weeks written notice of lay off and Nurses with more than ten (10) years of Service shall be given six (6) weeks written notice of layoff.
- (b) A copy of the lay off notice shall be sent to a Labour Relations Representative of the Union. Where such notice is not given, the Nurse shall receive pay in lieu of notice equivalent to the regular pay she/he would have otherwise have earned during the notice period.
- (c) This provision does not apply to layoff as a result of a labour dispute. In such cases, as much notice as possible shall be given.
- (d) This provision shall not apply to a Casual Nurse in a Temporary Position where the Temporary Position is terminated.

11.18 New Employees

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

Working During Layoff

11.19 All laid-off Nurses shall indicate to the Employer on the Laid-Off Nurse Availability Form attached to this Agreement, as Appendix "E", whether or not the Nurse is interested in the assignment of shifts while on lay off. Where interested the Nurse shall indicate the extent of availability. Assignments shall be in accordance with the threshold requirements for the available shift.

- 11.20 (a) Extra shifts shall be assigned to laid-off Regular Nurses who have indicated their availability, up to their hours as designated prior to the displacement and lay off procedure, before being assigned to Regular Part-Time Nurses.

Thereafter a laid-off Part-Time Nurse who has indicated on Appendix "E" an interest in additional shifts will be assigned "extra shifts" in accordance with the practice for all Part-Time Nurses.

- (b) Available Temporary Positions shall be offered to laid-off Nurses, subject to the threshold requirements of the position, in the order of Seniority.
- (c) A laid-off Nurse will be offered relief shifts in accordance with the practices with Part-Time and Casual Nurses.

11.21 A laid-off Nurse, while working relief shifts, extra shifts or in a Temporary Position shall retain the status as a laid-off Regular Nurse.

The total of the days worked as relief or extra shifts or in a Temporary Position of less than six (6) months shall extend the recall period set out in Article 11.04 (d).

11.22 A laid-off 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.

D. Recall

11.23 The Employer shall maintain a recall list. The recall list shall include the name of the laid-off Nurse, the laid-off Nurse's recall period, the laid-off Nurse's former Work Site and other Work Sites which the laid-off Nurse is willing to accept recall.

11.24 A laid-off Nurse shall indicate in writing in the form attached as Appendix "E" whether she/he is willing to accept recall to a Regular Position at a Work Site other than the one from which she/he was laid-off.

11.25 Laid-off Nurses are responsible for leaving their current address and telephone number with the Employer.

11.26 Laid-off Nurses shall be recalled in order of Seniority to fill the first available Regular Position for which the laid-off Nurse meets the threshold requirements at their Work Site or any other Work Site in the Bargaining Unit as indicated in Appendix "E".

However, where the Senior laid-off Nurse does not meet the threshold requirements for an available position, and on the job training of up to 150 hours (worked) in addition to the usual orientation period would be unavoidable in order to fill such an available position, on the job training shall be offered to the most Senior laid-off Nurse and so on in order of Seniority.

- 11.27 (a) A laid-off Full-Time Nurse may be recalled to a Full-Time or Part-Time Regular Position. Full-Time Nurses recalled to Part-Time positions shall retain recall rights to a Regular Full-Time position.
- (b) Full-Time Nurses may be permitted, where operationally feasible, to occupy more than one (1) Part-Time position while awaiting recall to a regular Full-Time position. This practice shall not oblige nor require the Employer to combine Regular Positions so as to create Full-Time hours nor shall the Employer be required to fragment Full-Time or Part-Time positions to restore the pre-lay off hours to laid-off Nurses.
- (c) A Full-Time Nurse does not lose her or his recall rights if she/he refuses to accept recall to a Part-Time position.
- 11.28 A laid-off Part-Time Nurse may be recalled to a Regular Part-Time Position up to her former appointment status designation as to her or his percentage of Full-Time hours.
- If recalled to a regular Part-Time position with a smaller percentage of Full-Time hours, the regular Part-Time Nurse shall retain her or his recall rights to a Regular Part-Time position equivalent to her former appointment status designation as a percentage of Full-Time hours.
- 11.29 A laid-off Nurse shall be notified of the opportunity for recall in the most expeditious manner possible including telephone, fax or in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing.
- 11.30 The laid-off Nurse shall indicate to the Employer within forty-eight (48) hours of receipt of the recall notice, the laid-off Nurse's intention to accept or decline the recall. If the laid-off Nurse accepts the recall, the laid-off Nurse must be available to return to the Employer within two (2) weeks of the notice of recall. If the laid-off Nurse rejects the opportunity for recall, the Nurse shall be continued on the layoff list, subject to Articles 11.04 (c), (d), and 11.31.
- 11.31 (a) Three (3) successive refusals of recall opportunities within the Work Sites to which the laid-off Nurse indicated that he or she was willing to accept recall, may result in the laid-off Nurse being removed from the layoff list and the forfeiture of all rights under the recall rights of this Collective Agreement.
- (b) At the expiry of the recall period a laid-off Nurse may apply in writing to continue to work as a Casual Nurse. The Nurse shall be permitted to convert her or his Regular Seniority, including Regular Seniority while a laid-off Nurse, to Casual Seniority.

ARTICLE 12: VACANCIES AND PROMOTIONS

12.00 Determining Vacancies

Where:

- (i) A regular vacancy exists; or
- (ii) A new position is created; or
- (iii) A temporary vacancy exists of four (4) months or more, subject to Memorandum of Agreement #2;

and the Employer determines that the position is to be filled, subject first to the overriding duty to accommodate disabled Nurses and then any recall rights under Article 11, a notice shall be posted.

Job Posting

12.01 When the Employer determines that a vacancy is to be filled, notices shall be posted for a period of ten (10) calendar days at all sites throughout the Bargaining Unit.

The length of posting for a Nurse Practitioner may be extended at the discretion of the Employer.

A copy of the notice shall also be provided to the Union Co-Chair of the Bargaining Unit Grievance and Labour Management Committee or designate.

12.02 The Employer has the right to fill any vacancy on a temporary basis until the posting procedure outlined in Article(s) 12.00 through to 12.09, has been fulfilled.

Notwithstanding the foregoing, Temporary vacancies of four (4) months or more shall not require a posting. Subject to operational requirements, Temporary vacancies of four (4) months or more shall be offered to qualified Regular Nurses on the patient care unit in order of greatest Regular Seniority. All resulting vacancies will be filled through this process.

If no qualified Regular Nurse accepts the offer or if there are no qualified Regular Nurses eligible for appointment to the Temporary Vacancy, the Employer shall post the Temporary Vacancy of four (4) months or more in accordance with Article 12 and fill in accordance with Article 12.11.

**The terms apply to temporary vacancies only and will only apply to appointments within the same classification.
(e.g. LPN-2 to LPN-2, RN-2 to RN-2)**

- 12.03 Should any type of Temporary Position subsequently become a permanent position, it shall be posted and filled in accordance with Article(s) 12.00 through to 12.09.
- 12.04 If the Employer does not intend to fill a vacancy it shall notify a Labour Relations Representative of the Union.
- 12.05 The Employer shall make every effort to maximize the number of Regular Positions and minimize the number of Temporary Positions.
- 12.06 Any Nurse filling a Temporary Position **may be required to** ~~must~~ **complete the original term or duration of the Temporary Position subject to the operational requirements of the Employer.** This does not exclude the Nurse from applying for or commencing a Regular Position **or a Temporary Position that provides for an increase in hours over the current Temporary Position.**
- 12.07 A Regular Nurse who fills any type of temporary vacancy shall maintain her or his status and has the right to return to her or his Regular Position upon completion of the temporary vacancy. In the event that a temporary vacancy is extended, the Nurse has the right to return to her or his previous position or casual status in accordance with Article 4.23 (h) and (i).
- 12.08 Only those positions which cannot be filled by a Bargaining Unit Nurse possessing the required skills abilities and qualifications will be filled by a candidate from outside of the Bargaining Unit.
- 12.09 The Employer shall only consider applications received by Human Resources by the closing date and time indicated on the posting.
- 12.10 **Notification of Successful Applicant**
The name of the successful applicant shall normally be provided to the President of the Local Union within fourteen (14) calendar days of the appointment to the position.
- 12.11 **Filling Vacancies**
(a) Subject to the displacement, lay off and recall provisions of this Agreement, in determining the successful candidate when filling a Regular position, Regular Seniority shall be the determining factor where two or more candidates are relatively equal in skills, ability and qualifications to perform the required duties of the position.

- (b) The job process used by the Employer may result in the awarding of the position to the most Senior qualified applicant without an interview being conducted.
- (c) Where two or more candidates are relatively equal, Regular Seniority takes precedence over Casual Seniority.

12.12 **Placement in a New Position**

Should the successful candidate be chosen from the existing staff, the candidate shall normally be placed in the new position within sixty (60) days of her or his successful appointment or effective date, whichever is later, regardless of her or his current position. In the event that the successful candidate is not able to be placed in the new position within this sixty (60) day period due to operational requirements, the Nurse shall receive the higher rate of pay, if any, for the new position, commencing on the forty-sixth (46th) day.

12.13 **Trial Period**

- (a) Should the successful candidate be chosen from the existing staff, the candidate 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 or Casual status, where applicable, during the aforementioned trial period, the Nurse shall be returned to the Nurse's former position or Casual status, where applicable, and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position or Casual status, where applicable, and salary without loss of Seniority.
- (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.

12.14 **Nurse Practitioner Trial Period**

- (a) **Internal Successful Candidate**
Should the successful candidate for a Nurse Practitioner position be chosen from the existing staff, upon the commencement of a Collaborative Practice Agreement, the candidate shall be placed on a trial period for nine hundred and ninety (990) hours worked in the new position. The Employer, with written notice to the Nurse Practitioner affected and a Labour Relations representative of the Union, may extend the trial period

for a total period of one thousand nine hundred and fifty (1950) hours worked in the position upon commencement of the Collaborative Practice Agreement.

If the Nurse Practitioner proved unsatisfactory in the new position, or chooses to return to the Nurse Practitioner's former position or Casual status, where applicable, during the aforementioned trial period, the Nurse Practitioner shall be returned to the Nurse Practitioner's former position or Casual status, where applicable, and salary, without loss of Seniority, and any other Nurse (including Nurse Practitioners) promoted or transferred because of the rearrangement of positions shall be returned to their former position or Casual status, where applicable, and salary without loss of Seniority.

(b) **External Successful Candidate**

Should the successful candidate for a Nurse Practitioner position be chosen from outside the existing staff, the newly hired candidate is subject to the probationary period in Article 4.17.

Additionally, upon commencement of a Collaborative Practice Agreement, such Nurse Practitioner is subject to a trial period for nine hundred and ninety (990) hours worked in the new position. The Employer, with written notice to the Nurse Practitioner affected and a Labour Relations Representative of the Union, may extend the trial period for a total period of one thousand nine hundred and fifty (1950) hours worked in the position upon commencement of the Collaborative Practice Agreement.

(c) During a period where a newly hired Nurse Practitioner is subject to both a probationary period and a trial period, the newly hired employee's employment may be confirmed or terminated at any time during this period. An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a Nurse Practitioner during this period shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.

(d) However, upon successful completion of the probationary period, but prior to successfully completing his or her trial period, if a newly hired Nurse Practitioner proved unsatisfactory in the Nurse Practitioner position, he or she may be offered casual work by the Employer for which he or she is qualified. Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the appropriate period of hours worked.

12.15 Multi Unit Positions

The Employer may create Multi Unit/Multi Site Positions within the Bargaining Unit which will comprise a maximum of three (3) patient care units where a Nurse will be regularly assigned. The combination of units created in accordance with this Article must be organized within the same service.

12.16 For the purposes of Article 12.15, “same service” refers to an established division within a healthcare organization that serves an identified patient population with similar nursing care needs.

12.17 When posting a Multi Unit/Multi Site Position the Employer shall designate one of the units as the Nurse’s home unit for the logistical purposes of:

- (i) Request, approval and scheduling of all time off requests including vacation and holidays;
- (ii) Displacement, layoff and recall; and
- (iii) Request and approval of all leaves.

ARTICLE 13: PREGNANCY, PARENTAL and ADOPTION LEAVE

13.00 Pregnancy/Birth Leave

- (a) A pregnant Nurse is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to fifty-two (52) weeks.
- (b) A pregnant Nurse shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Nurse is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Nurse determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Nurse determines, but not later than fifty-two (52) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

13.01 Pregnancy Leave Notice

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

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

13.02 Pregnancy Leave - Employer Requirement

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

13.03 Pregnancy Sick Leave

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

13.04 Pregnancy/Birth Allowance

- (a) A Nurse entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that she has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:

- (i) Where the Nurse is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the two (2) week waiting period, less any other deductions received by the Nurse during the benefit period;
 - (ii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.
- (c) For the purpose of this allowance, a Nurse's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the pregnancy leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurse's classification. For the purposes of this calculation the hours used for a Part-Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Nurse as a percentage of full-time hours, whichever is greater.
- (d) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Nurse for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one and one-half ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position for the length of the Temporary Position).

13.05 **Parental and Adoption Leave**

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

- (a) The parental leave of a Nurse who has taken pregnancy/birth leave and whose newborn child or children arrive in the Nurse's home during pregnancy/birth leave,

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

13.06 Parental and Adoption Leave Allowance

- (a) A Nurse entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that she/he has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
- (i) Where the Nurse is subject to a waiting period of two (2) weeks before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the

two (2) week waiting period, less any other earnings received by the Nurse during the benefit period;

- (ii) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and ninety-three per cent (93%) of her/his weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.
- (c) For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurse's classification. For the purposes of this calculation the hours used for a Part-Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Nurse as a percentage of full-time hours, whichever is greater.
- (d) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Nurse for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position for the length of the Temporary Position).

13.07 **Pregnancy/Birth and Parental and Adoption Leave Deferral**

If a Nurse is entitled to pregnancy/birth or parental, or adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the Nurse is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

13.08 **Return to Work**

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

13.09 **Service and Seniority Continuation**

While on pregnancy/birth or parental, or adoption leave, a Nurse shall continue to accrue and accumulate Service and Seniority credits at the same rate as before the leave for the duration of the leave and the Nurse's Service and Seniority shall be deemed to be continuous. This provision is not applicable to a Casual Nurse.

13.10 **Group Benefit Plan Continuation**

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

In this circumstance, the Employer shall continue to pay the Employer share of the premium contribution for the seven (7) week period of the Pregnancy/Birth Leave and/or the ten (10) week period of the Parental or Adoption Leave. In no case will the Employer be responsible for cost-sharing of premiums beyond seventeen (17) weeks.

Following this period, the Nurse shall be responsible to pay both the Employer and the Nurse's shares of the premium costs to maintaining such coverage for the remainder of the Leave of Absence.

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

13.11 **Special Leave - Birth**

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

13.12 Special Leave - Adopted Child

Special leave with pay up to a maximum of fifteen (15) scheduled hours shall be granted to a Nurse when an adopted child arrives in the Nurse's home. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

13.13 Bridging of Service

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

- (a) The Nurse must advise the Employer in writing that the reason for the termination of employment is to raise a child.
- (b) If the Nurse is re-employed as a Regular Nurse within two (2) years of her or his termination date, she or he will have the previous Service with the Employer recognized as at the date of termination for the purposes of placement on the appropriate level on the increment scale as set out in Article 8.00 and vacation accrual rate as set out in Article 10.00 (a), (b), (c), and (d).
- (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

Grievance

14.00 A grievance shall be a difference of interpretation of this Agreement or the violation of the provisions of this Agreement as well as any other complaint related to working conditions or relations between the Nurses and the Employer concerning the meaning, interpretation, application, administration or alleged violation of this Agreement. Every grievance shall be subject to the grievance and arbitration procedures set out hereunder.

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

14.02 **Step 1 - Informal Step**

A Nurse who feels that she has been treated unjustly or considers herself aggrieved by an action or lack of action by the Employer shall first discuss the matter with **the appropriate** Immediate Management Supervisor no later than ten (10) **working** days after the date on which she became aware of the action or lack of action. The Immediate Management Supervisor shall provide the Nurse with an answer within five (5) **working** days. If the Nurse is not satisfied with the response, either the Nurse or the Union shall indicate that dissatisfaction to the Immediate Management Supervisor within five (5) **working** days of the response.

14.03 **Step 2**

Following the discussion and response from the Immediate Management Supervisor in Step 1, should the verbal answer given by the Immediate Management Supervisor not be acceptable to the Nurse, the Nurse shall submit a written grievance to the Local Union with a copy to the Nurse's Immediate Management Supervisor; and, if supported by the Local Union, shall be submitted in writing within fifteen (15) working days to the next level of the management structure as designated by the Employer. The management representative shall provide a decision in writing within fifteen (15) working days of the receipt of the grievance to the Local President with copies to the Nurse's Immediate Management Supervisor, the Chief Shop Steward and the Labour Relations Representative.

14.04 **Step 3**

If the decision of the management representative is not acceptable to the Local Union, the grievance shall be referred to the Chief Executive Officer or designate within twenty (20) working days of the receipt of the decision in Step 2.

14.05 The Chief Executive Officer, or designate shall meet with the Local Union and Labour Management Committee and shall give a decision to the Local President with copies to the Nurse's Immediate Management Supervisor, the Chief Shop Steward and the Labour Relations Representative in writing within ten (10) working days of receipt of the grievance.

14.06 **Termination of Employment**

A Nurse who has been dismissed, may file a grievance, supported by the Union representatives of the Bargaining Unit Grievance and Labour Management Committee, directly at Step 3 of the process to the Chief Executive Officer or designate within ten (10) working days of the notification to a Labour Relations Representative of the Union of the dismissal.

14.07 **Policy or Group Grievance**

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

14.08 **Employer Grievance**

The Employer may institute a grievance by delivering the same in writing to the Union Chairperson of the Bargaining Unit Grievance and Labour Management Committee and the Chairperson shall answer such grievance within ten (10) working days. If the answer is not acceptable to the Employer, the Employer may within ten (10) working days from the day the Chairperson provides an answer, give ten (10) working days' notice to the Chairperson of its intention to refer the dispute to arbitration.

14.09 **Arbitration - Single Arbitrator**

In the event that a grievance is submitted to arbitration, the case shall be heard by a single Arbitrator unless it is mutually agreed by the Employer and the Union that the case should be heard by a three-person Board of Arbitration.

14.10 The Union and the Employer shall agree to a single Arbitrator. In the event of the failure to agree to a single Arbitrator, a single arbitrator shall be appointed by the Minister of Labour and Workforce Development.

14.11 **Arbitration – Termination**

In the case of a dismissal of a Nurse, as set out in Article 14.06, the Union shall, within fourteen (14) calendar days of the notice of intention to refer the dispute to arbitration, suggest the name of a single Arbitrator to the Employer.

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

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

14.12 **Arbitration – Board**

Pursuant to Article 14.09, where the Parties mutually agree to refer the grievance to a three-person Arbitration Board the process shall be as follows:

- (a) The Union and the Employer shall each appoint a member of the Arbitration Board within five (5) working days of notice of arbitration.
- (b) The nominees shall mutually agree to a Chairperson within five (5) working days. Should the Parties fail to agree in the selection of a Chairperson within twelve (12) days of the appointment of the nominees, the Chairperson will be named by the Minister of Labour and Workforce Development.

14.13 **Date for Arbitration Hearing**

Within three (3) months of the establishment of the Arbitrator or Arbitration Board, the Parties shall agree on the date(s) for the hearing.

14.14 **Arbitration Decision Expedited**

The Board of Arbitration or single Arbitrator shall render a decision in as short a time as possible. The Parties agree to encourage the Board of Arbitration or single Arbitrator to issue a decision as expeditiously as possible.

14.15 **Pre Hearing Disclosure**

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

14.16 **Arbitration Award Final and Binding**

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

14.17 **Arbitration Fees**

The Union and the Employer shall pay an equal share of the fees and expenses of the single Arbitrator or Chairperson of a three (3) person Arbitration Board.

14.18 **Time Limits**

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

14.19 **Time Limit - Extension**

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

14.20 **Expedited Arbitration**

The Employer and the Union may mutually agree to an expedited arbitration process on a case by case basis. When the Parties agree to utilize an expedited arbitration process, the following are some guidelines to such a process, but may be amended at the discretion of the Parties:

- (i) the Parties shall attempt to mutually agree to an expedited arbitrator

- (ii) if the Parties fail to agree to an expedited arbitrator with two (2) days, the Parties shall apply to the Department of Labour and Workforce Development who will appoint an Arbitrator for the expedited arbitration
- (iii) exchange of documents in advance of the hearing
- (iv) attempt to establish an agreed statement of facts in advance of the hearing
- (v) exchange precedents and authorities in advance of the hearing
- (vi) exhaust settlement opportunities in advance of the hearing
- (vii) settlements between the Parties made prior to the expedited arbitration shall be without prejudice
- (viii) presentations at the hearing are to be as short and concise as reasonably possible
- (ix) minimize the use of witnesses
- (x) the arbitrator shall have the same powers and authority as an arbitration board under Article 14
- (xi) decisions of the expedited arbitration are to be rendered within three (3) days of the hearing
- (xii) such decisions are limited in application to that particular dispute and have no precedential value and shall not be referred to in any subsequent proceeding(s)

The Union and the Employer agree to equally share the costs of the fee and expenses of the expedited arbitrator.

14.21 **Consolidated Grievance Arbitration**

The Union or an Employer may request in writing to all Parties involved that two (2) or more grievances be consolidated where:

- (a) the grievances have been referred to arbitration;
- (b) the grievances involve two or more Employers as identified in Article 4.02 (a); and
- (c) the grievances involve the same alleged violation of the same article(s).

All Parties involved in the grievances must give written agreement to consolidate the grievances. If it is agreed that the grievances shall be consolidated, Articles

14.13 to 14.17 shall apply to the consolidated grievances. An Employer may withdraw from the consolidated grievances on fourteen (14) days notice in writing to the other Parties.

ARTICLE 15: STAFF DEVELOPMENT

15.00 Letter of Appointment

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

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

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

15.03 All revised position descriptions shall be provided to the Union representatives of the Bargaining Unit Grievance and Labour Management Committee within fifteen (15) days of revision.

15.04 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.

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. For the purposes of this Article, time spent travelling to an education session at a distance in excess of two hundred and fifty (250)

kilometres round trip from the Nurse's home site will be considered time worked and will be compensated on the following conditions. Travel time will be calculated at the rate of one (1) hour for each one hundred (100) kilometres traveled. A Nurse will only be compensated for travel time for required education if the total travel time plus the time spent in the education session exceeds the normal shift length of the Nurse and for which the Nurse is already being compensated.

- (d) A Nurse may take the time in lieu at a mutually agreed time. A Casual Nurse (except a Casual Nurse while in a Temporary Position) shall be entitled to compensation as pay only.
- (e) When a Nurse Practitioner is required by the Employer to attend courses, the Nurse Practitioner is required to schedule such course(s) into his or her regular hours of work.
- (f) 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.
- (g) A Nurse may use these required education hours to qualify for Education Premiums in Appendix "B".

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: HEALTH AND SAFETY

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

16.01 **Participation in Joint Occupational Health and Safety Committee**

A Nurse who is a member of the Joint Occupational Health and Safety Committee is entitled to time off from work without loss of regular pay and benefits, as is necessary to attend meetings of the Committee, to take any training programs prescribed by the *Occupational Health and Safety Act and Regulations*, or as determined necessary by the Committee, and to carry out the Nurse's functions as a member of the Committee. Time spent by the Nurse in these activities shall be considered to be time worked at straight time rates.

The Employer will provide the list of members of the Joint Occupational Health and Safety Committee to BUGLM on an annual basis and when committee members change.

16.02 **Injury on Duty - WCB**

- (a) Unless a Nurse, at the time the WCB claim is approved, specifically asks the Employer in writing not to pay him or her any supplement amount from the accumulated sick leave credits of the Nurse, where a Nurse is being compensated under the *Workers' Compensation Act*, 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 accumulate vacation credits for the Nurse to a maximum of one year's vacation credits;
- (c) Where a Nurse is being compensated under the *Workers' Compensation Act*, and where the Nurse agrees to continue to pay her or his usual cost share, continue the eligibility of the Nurse and the Employers' 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.

16.03 Sick Leave While Waiting for Workers' Compensation Benefits

An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article 16.02 (a).

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.

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.

16.04 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.

16.05 Casual Nurses

Provisions 16.02, 16.03 and 16.04 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 Worker's Compensation Benefits.

16.06 Nurse Safety and Security Measures

- (a) No form of abuse of a Nurse will be condoned. Every reasonable effort will be made to rectify an abusive situation.
- (b) The Employer shall provide security measures at the Emergency Department during the evening, night and weekend shifts.
- (c) Further, no Nurse shall be assigned to work without another Nurse or employee present in the Work Site. This provision is not applicable to a Primary Health Care Nurse Practitioner. However, the Parties recognize the importance of on the job safety. All Primary Health Care Nurse Practitioners are encouraged to bring any safety and/or security issues to the attention of the Employer and, if not resolved, to the Joint Occupational Health and Safety Committee.

ARTICLE 17: WORKLOAD

17.00 (a) The Employer agrees to make every effort to maintain or improve safe standards of patient care.

(b) **Nurses assess acuity and status of their patient assignments.**

17.01 (a) A Nurse who believes that adequate and safe care of patients cannot be provided because of that Nurse's workload, shall bring the matter to the attention of the immediate Supervisor, or where appropriate, the Supervisor's Designate. If the matter is not satisfactorily resolved, the Nurse may file a written report (**Clinical Capacity Report**) which is attached at Appendix "F" which shall be submitted to the **Nurse's Manager within 72 hours of the Nurse identifying the concern.**

The Manager will meet with the Nurse to discuss the matter within five (5) working days of receiving the Clinical Capacity Report. The Manager will provide a written response (Clinical Capacity Follow-up Report) to the Nurse within ten (10) working days of receiving the Nurse's Report.

After full completion, the form shall be distributed to the listed parties.

(b) Failing resolution of the complaint by the **Manager**, the Nurse may then refer the matter to the Bargaining Unit Grievance and Labour Management Committee as set out in Article 28.

(c) The Bargaining Unit Grievance and Labour Management Committee shall meet as soon as possible to hear and attempt to resolve the complaint to the satisfaction of both Parties. **The BUGLM shall provide a written response to the Nurse within ten (10) working days of the meeting.**

(d) Where the matter is not satisfactorily resolved under (c) above, **or the BUGLM has received more than ten (10) Clinical Capacity Reports related to separate incidents from a unit in one month**, a report with a recommendation shall be forwarded by the Bargaining Unit Grievance and Labour Management Committee to the Employer's senior management team. **The CEO/designate** shall provide a written response as quickly as possible.

(e) **If the response of the CEO/Designate is not satisfactory to the BUGLM, the matter shall be referred to an Independent Assessment Committee (I.A.C.) comprised of equal members from the Employer and the Union.**

The I.A.C. will review the matter and make recommendations to the Employer, copied to the Union.

ARTICLE 18: PROHIBITION OF DISCRIMINATION

18.00 The Employer and the Union agree that all Nurses will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or, the association with others similarly protected, or any other prohibition of the *Human Rights Act* of Nova Scotia.

18.01 The Employer and the Union recognize their respective obligations to accommodate a disabled Nurse to the point where it is impossible to do so without undue hardship. A disabled Nurse has a duty to cooperate and assist the Employer and the Union in developing a suitable accommodation.

ARTICLE 19: RETIREMENT ALLOWANCE

Articles 19.00 to 19.03 do not apply to a Casual Nurse.

19.00 A Nurse who retires because of age, or mental or physical incapacity, in accordance with the terms of the Canada Pension Plan or the **NSHEPP** Pension Plan, shall be granted a Retirement Allowance the equivalent of one (1) week of pay for each complete year of Service (as defined in Article 4.21 (a)) to a maximum of twenty-six (26) weeks pay.

19.01 The hourly rate which shall be used to calculate the amount of Retirement Allowance in accordance with this Article shall be the highest regular hourly rate of the regular classification held by the Nurse prior to the termination of employment. In the event of the death of a Nurse, the retirement allowance shall be calculated as if he/she had retired on his/her date of death and it shall be paid:

- (a) To the Nurse's named beneficiary or beneficiaries under the Group Life Insurance plan; or
- (b) To his/her estate if there is no such beneficiary.

- 19.02 A complete year shall mean 1950 regular hours paid. Nurses working less than Full-Time during their employment shall have their retirement allowance **calculated in accordance with Article 19.00. However, years of service for the purpose of this calculation only, will be deemed to be** to the total of the regular hours paid during their **employment divided by 1950. Only completed years will be used to determine the Retirement Allowance.**
- 19.03 Full-Time Nurses who were under the Civil Service prior to the amalgamation and who remained with the superannuation pension plan, shall remain in the Plan until retirement or voluntary withdrawal or upon leaving their Full-Time employment with the Employer.
- 19.04 **NSHEPP Pension Plan**
All members of each Bargaining Unit represented by the Nova Scotia Nurses' Union shall be members of the **NSHEPP** Pension Plan, subject to the eligibility provisions of the **NSHEPP** Pension Plan.
- 19.05 The Employer shall request on an annual basis that representatives of the **NSHEPP** Pension Plan are available in person or through alternative communication methods for Nurses to obtain information about the terms of the Pension Plan.
- 19.06 **Work After Retirement**
Employers shall advise all Nurses who are seeking retirement about the possibility of returning to work as a Casual Nurse or a Regular Part-Time Nurse while at the same time being in receipt of pension benefits in accordance with the provisions of the **NSHEPP** Pension Plan and the Portability provisions of Article 21 of this Collective Agreement.
- 19.07 **Nurse Retention Bonus**
The Employer will provide a Retention Bonus to eligible Nurses who agree to remain employed for the following twelve (12) months. The Retention Bonus shall be equal to two percent (2%) of the gross annual base earnings (exclusive of any premiums). The Retention Bonus will be paid following the completion of the twelve (12) month employment period. To be eligible a Nurse must be able to retire with an unreduced pension under the terms of the **NSHEPP** Pension Plan. The Nurse must apply in writing to participate in the Retention Bonus. A Nurse may apply for and participate in second and subsequent years.
- 19.08 **Retiree Recruitment Incentive**
The Employer will provide a Recruitment Incentive of \$500 per year to any retired Nurse who, after retirement, agrees to return to work for at least twenty-four (24) "relief" shifts in a 12 month period. The Casual Nurse must re-apply in writing in order to participate in the Incentive. The \$500 will be paid to the Nurse after the completion of the minimum twenty-four (24) "relief" shifts. For clarity, the "relief"

shifts must be shifts worked on a casual basis and does not include any “relief” shifts worked while holding a regular or temporary position with the Employer.

ARTICLE 20: SICK LEAVE, GROUP BENEFITS AND LONG TERM DISABILITY

20.00 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 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 provisions 20.00 (a), 20.01 through 20.08 (inclusive), and 20.13.

20.01 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.

20.02 Sick Leave Accrual

Paid sick leave credits shall accumulate at the rate of eleven and one-quarter (11.25) hours for each one hundred sixty-two and one-half (162.5) regular hours paid which shall include the straight time hourly equivalent of overtime hours worked to a maximum of the entitlement for a Full-Time Position. Accrual is effective the first day of employment. The maximum amount of accumulated sick leave credits shall be eleven hundred and twenty-five (1125) hours.

20.03 Sick Leave Maximum Accumulation

A Nurse who, under a previous plan, had already accumulated in excess of eleven hundred and twenty-five (1125) hours of sick leave credits shall retain those credits but shall not accumulate any further sick leave credits until the total falls below eleven hundred and twenty-five (1125) hours.

20.04 Sick Leave Claim

A Nurse may claim sick leave when unable to attend work due to personal illness or injury providing the Nurse is able to satisfactorily establish that the illness or injury prevents the Nurse from working. The Nurse shall be entitled to paid sick leave where the Nurse has sufficient sick leave credits.

20.05 Union Representation

A Nurse has the right to be accompanied by a representative of the Union in a meeting with an Employer to discuss her or his ability to attend work regularly

due to their health. The Nurse shall be advised of this right prior to the scheduling of a meeting.

20.06 Sick Leave and LTD

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

20.07 Sick Leave Statement

The Employer shall endeavor to provide the Nurse with a statement of the Nurse's sick leave credits every two (2) weeks with his or her pay statement.

20.08 Advance of Paid Sick Leave Credits

- (a) A Nurse who has used her or his accumulated sick leave credits may in extreme and extraordinary circumstances be granted up to thirty-seven point five (37.5) hours of sick leave credits in any twenty-four (24) month period, upon request by the Nurse, when the Nurse is unable to attend work due to personal illness or injury providing that the Nurse is able to satisfactorily establish that the illness or injury prevents the Nurse from working. This benefit applies to a Part-Time Nurse on a pro-rata basis.
- (b) This advance of paid sick leave credits may not be granted when the Nurse has suffered a workplace injury for which benefits are payable under the *Workers' Compensation Act*.
- (c) This advance of paid sick leave credits may not be granted when the Nurse is able to access any accumulation in his or her paid vacation leave credits, paid holiday leave credits, and/or lieu time.
- (d) The advanced paid sick leave credits shall be paid back through accumulated sick leave earned upon return to employment by the Nurse.
- (e) A Nurse will not be permitted to borrow sick leave credits again until all previously borrowed credits have been repaid in accordance with this Article.
- (f) A Nurse who has been granted advanced sick leave credits shall, (upon ceasing to employed) compensate the Employer for advanced sick leave granted which has not been paid back in accordance with this Article, calculated at the Nurse's daily rate of compensation at the time she or he ceased to be employed, and may be subject to legal proceedings if monies remain outstanding.

- (g) The Employer is entitled to withhold any wages or other monetary benefits, including Retirement Allowance, in an amount sufficient to reimburse the Employer the amount owing.

20.09 Return to Work from Sick Leave

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

20.10 Confidentiality Of Health Information

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

20.11 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.

20.12 Where a Nurse has submitted a medical form to the Employer which indicates that the Nurse is able to return to work on a specific date and the Employer requires further medical documentation which delays the Nurse's return to work, the Employer will pay the Nurse for all regular shifts that the Nurse is or would have normally been scheduled to work, should the subsequent medical documentation confirm the original documentation that the Nurse was able to return to work. No deductions will be made from her or his sick leave credits for this time.

For the purposes of this Article, "regular shifts that a Part Time Nurse is or would have normally been scheduled to work" shall be the actual hours scheduled, or if the Nurse does not have a regular rotation, the hours based on the current appointment status of the Part Time Nurse as a percentage of full time hours.

20.13 **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 one-half (37.5) hours per fiscal year (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 **as soon as possible** when they become aware of their need for personal medical, dental care for a shift the Nurse is scheduled to work. Further, a Nurse shall notify their immediate supervisor as soon as they are placed on a waiting list for medical or dental care. The Nurse must provide at least forty-eight (48) hours notice in order to be eligible for this leave, except where the appointment is offered to the Nurse on short notice in which case as much notice as possible shall be provided. 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 4.07 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 (fire, flood, or other natural disaster excluding conditions included in Article 9.03) 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 20.13 (pro-rated for Part-Time Nurses based on regular hours paid) to attend to Medical and Dental appointments for the Immediate Family. Nurses shall endeavour to arrange for such appointments during off duty hours. Further, a Nurse shall notify their immediate supervisor as soon as the family member is placed on a waiting list for medical or dental care. The Nurse must provide at least forty-eight (48) hours notice in order to be eligible for this leave, except where the appointment is offered to the Nurse on short notice in which case as much notice as possible shall be provided.

20.14 NSAHO Group Health Benefits

The Employer will participate with the Nova Scotia Nurses' Union in the provision of group life insurance, dental, health/medical plans as provided by the NSAHO.

The Employer agrees to pay 65% of the total premium cost for those Nurses who are eligible for participation in the NSAHO Plans as determined by those Plans, and who pay their respective share on the basis of 35% of the premiums to participate in the NSAHO Plans.

Participation in the NSAHO Plans is mandatory for each member of each Bargaining Unit represented by the Nova Scotia Nurses' Union unless the Nurse provides proof of alternate coverage through a spouse's plan (spousal opt-out provision).

20.15 NSAHO LTD Benefits Plan

All members of each Bargaining Unit represented by the Nova Scotia Nurses' Union shall be members of the NSAHO LTD Plan, subject to the eligibility provisions of the NSAHO LTD Plan.

20.16 LTD Program

- (a) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.
- (b) Should a Nurse in receipt of Long Term Disability benefits cease to be disabled, upon providing reasonable notice of the Nurse's intended date to return to work, the Nurse shall have a right to return to the Nurse's former or equivalent position with the Employer at not less than the same level on the increment scale. The Employer reserves the right to require a medical

evaluation by a qualified medical practitioner in order to assist in determining the Nurse's suitability for reinstatement.

- (c) Nurses in receipt of Long Term Disability benefits shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under this Collective Agreement but shall retain any previously accumulated sick leave credits for their use in the event they return to work. Such Nurses may claim accumulated paid vacation and holiday benefits at any time.
- (d) During the elimination period and while in receipt of Long Term Disability benefits, the Nurse may continue to participate in the Benefit Plans provided the Nurse agrees to pay the employee share of the benefit premium contribution.
- (e) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than thirty (30) months following the commencement of the absence.
- (f) If the Nurse remains in receipt of Long Term Disability benefits after the thirty (30) months the Nurse may continue to participate in the Benefit Plans, provided the Nurse pays 100% of the cost of the participation (both the Employer and Nurse portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.
- (g) The Employer and the Union have a continuing duty to accommodate a disabled Nurse and are obligated to consider employment opportunities that meet the Nurse's capabilities as established through sufficient medical evidence.

20.17 **Termination of LTD Plan**

The Employer and the Union agree that should the LTD Program be terminated, for any reason, the Parties agree to negotiate the terms of a replacement plan, and failing agreement on the terms of a replacement plan, agree to reinstate those terms and conditions of employment which existed immediately prior to the LTD Program coming into effect. The job protection features for LTD claimants would be deleted as well as any other changes to the Agreement which were incorporated as part of the Agreement to adopt an LTD program. The replacement plan for sick leave accrual will revert to two and one-half (2.5) days per month.

ARTICLE 21: PORTABILITY OF BENEFITS

21.00 Nurse Mobility

- (a) 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 sick leave entitlement, vacation entitlement, retirement allowance, placement on the increment scale (and advancement) and Seniority with the hiring Employer.

Accumulated sick leave credits shall be recognized by the hiring Employer.

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

This provision is not applicable if the Nurse has been terminated for cause or retired in accordance with the NSAO Pension Plan.

- (b) This provision is not applicable to a Casual Nurse except that Casual Seniority shall be portable to a Casual position.

21.01 Canadian Nurse Portability

In the event that 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 a member of the Canadian Federation of Nurses Unions (CFNU), **the Nurse** shall be credited with equivalent Seniority as at the time of termination from the other bargaining unit.

It shall be the responsibility of the Nurse to provide documentation on hire regarding his/her eligibility for Canadian Nurse Portability of Seniority as per the "Portability of Benefits Form", Appendix "G". Failure to provide the documentation within 90 days of the date of hire will result in the Nurse having Seniority determined in accordance with Article 11.00.

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

Successor Rights

21.03 The provisions of Section 31 of the *Trade Union Act* of Nova Scotia shall apply where the employer sells or transfers its business or part of its business and the employer shall make best efforts:

- (a) to continue the employment of all Nurses in the Bargaining Unit with the successor employer without break or interruption;
- (b) to have all periods of employment recognized as Service with the successor employer and for all purposes to have Seniority rights of Nurses preserved and continued unaffected by the transfer or sale;
- (c) to have the successor employer bound by all accrued rights or other rights of Nurses arising under the Agreement prior to the sale or transfer;
- (d) to provide for the portability of benefit rights set out in Article 21.00
- (e) to have the Collective Agreement continue in force.

21.04 In the event any services are transferred from one employer to another employer and such a transfer of services is not subject to the Transfer of Business and Successor Rights provisions of the *Trade Union Act* of Nova Scotia; the employer, the successor employer and the Union will meet on behalf of the affected Nurses to provide information as to the impact of the transfer or sale on such Nurses.

ARTICLE 22: TERMINATION OF EMPLOYMENT

I) RESIGNATION

22.00 (a) Four (4) weeks written notice of resignation shall be given regarding resignation of employment by the Nurse, unless mutually satisfactory arrangements are made otherwise. Accrued vacation, holiday and overtime benefits shall be paid out on the day of resignation or on the next regular pay day where the resignation day and pay day are not the same.

(b) **Nurse Practitioner**

A Nurse Practitioner shall provide a minimum of three (3) months written notice of resignation and/or termination of his or her Collaborative Practice Agreement (where he or she is initiating the termination), unless mutually satisfactory arrangements are made otherwise. Accrued vacation and holiday shall be paid on the day of resignation or on the next regular pay day where the resignation day and pay day are not the same.

- (c) 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.

II) DISCIPLINE

22.01 Just Cause

A Nurse who has completed the probationary period may be disciplined or dismissed, but only for just cause except that a Casual Nurse may also be dismissed where the Employer determines there is a lack of work or an unreasonable lack of availability on the part of the Casual Nurse.

Notification of Discipline

- 22.02 (a) If a Nurse is disciplined by the Employer, the Nurse shall be advised in writing of the reason(s) for the disciplinary action.
 - (b) If the Nurse is to be suspended or dismissed for cause by the Employer, the Nurse, a Labour Relations Representative of the Union and the President of the Local Union shall be advised in writing of the reason(s) for the action.
 - (c) The discontinuance of the assignment of shifts to a Casual Nurse shall not be deemed disciplinary.
- 22.03 (a) Should the Employer determine that a Nurse is to be advised in person of a disciplinary action (not including a suspension or termination) then the Nurse may have a representative of the Local Union present.
 - (b) The Employer will give the Nurse and a representative of the Local Union reasonable advance notice of the meeting.
 - (c) The Employer will be notified prior to the meeting, of the Nurse's intention to be accompanied by a representative of the Local Union.
 - (d) Where circumstances warrant an immediate meeting, the meeting may proceed should a representative from the Local Union not be readily available.
 - (e) In the case of a suspension or termination, the Nurse may elect to have a representative of the Union present provided it is in accordance with the above noted process and corresponding stipulations.

Disciplinary Record

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

23.00 Travel Expense

- (a) A Nurse who leaves work or returns to work between 24 00 hrs. and 06 00 hrs. or is called back, except for regularly scheduled shifts, shall have either the taxi fare paid to a maximum of fifteen dollars (\$15.00) per trip, or be given a per kilometre allowance set out in Article 23.00 (b), whichever is less. Receipts will be required for a taxi fare reimbursement.
- (b) The rate at the date of signing is \$0.4015 per kilometre. The effective date for future rate changes will be the date the change was made public for the Provincial Civil Service rate. (eg. Press Release, date of ratification, memo announcing change.)

(Article 23.00 (a) - Not applicable to a Nurse Practitioner who is not subject to shift work)

Private Automobile Allowance

- 23.01 (a) A Nurse who is authorized to use a privately owned automobile on the Employer's business shall be reimbursed in accordance with the Employer's Travel Policy, provided that such reimbursement shall not be less than the Provincial Civil Service rate as adjusted from time to time.

- (b) Each Employer will make available vehicle emergency kits for Nurses authorized by the Employer to use their personal vehicle for travel outside of a Work Site.

Ambulance/Air Transfer

23.02 Where a Nurse is assigned to accompany a patient on an ambulance or air transfer, all time until return shall be considered time worked and the following provisions shall apply:

- (a) Where an ambulance or air transfer requires the Nurse to work beyond the Nurse's regular shift, the Employer will not require a Nurse to return to regular duties without eight (8) continuous hours of time off. Where such time off extends into the Nurse's next regularly scheduled shift, the Nurse will maintain regular earnings for that next full shift providing the Nurse returns to work at the conclusion of such eight (8) hours.

Expenses

- (b) The Nurse shall be reimbursed for all reasonable out of pocket expenses including but not limited to the costs of food and lodging and return transportation.

A Nurse may request, and if she or he does, an Employer shall provide before the commencement of the ambulance or air transfer, a travel advance for all anticipated travel expenses. The Nurse will provide an accounting of her or his expenses to the Employer.

- (c) In the event the ambulance does not return directly to the originating facility, the Nurse will be provided with adequate return transportation, the cost of which to be paid by the Employer.
- (d) In the event the ambulance or air transport is redirected to transport another patient or to another facility, the Nurse originally assigned has no obligation or responsibility to provide nursing services unless subsequently assigned by the Nurse's Employer. If not so assigned, the Nurse will be returned to the originating facility in accordance with (b) and (c) above.

ARTICLE 24: ALCOHOL AND DRUG DEPENDENCY

24.00 Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Nurses afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their

rehabilitation. If required, the sick leave provisions of the Agreement shall apply. The sick leave provisions are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

- 24.01 When a Nurse is required to submit to random body fluid testing as a part of a settlement agreement between the Employer, the Union and a Nurse, the Employer shall pay the costs of such testing, where not available through long term disability coverage.

ARTICLE 25: PERFORMANCE REVIEWS AND EMPLOYEE FILES

25.00 Performance Appraisal

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

25.01 Peer Review

Nurses may agree to participate in peer review programs and “performance development” programs.

25.02 Evidence

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

- 25.03 Each Nurse is entitled to have access to the Nurse’s personnel file during normal business hours. In such case the Nurse shall make an appointment with the Employer. The Nurse shall have the right to make copies of all materials on the Nurse’s file, except that the Nurse shall not be entitled to have access to personal references.

ARTICLE 26: NURSING SERVICES - OFF SITE

26.00 Nursing Services - Off Site

Nurses who provide services outside of acute care facilities shall be governed by the provisions of this Agreement. A Memorandum of Agreement shall be negotiated between the Union and the Employer to deal with terms and conditions of employment of such Nurses including terms related to the expenses incurred by such Nurses.

ARTICLE 27: JOB SHARING

27.00 Nurses may be permitted to enter into a job sharing arrangement of a Full-Time position with the Employer, whereby the job sharing partners combine regular hours of work to fulfill the requirements of the position. Casual Nurses shall be permitted to participate in a job share arrangement but not be permitted to initiate the proposal for a job share arrangement.

27.01 Job sharing partners shall be classified as Temporary Part-Time Nurses pursuant to the terms and conditions of the Agreement.

Originating of Job Sharing Request

27.02 A Full-Time Nurse must complete a written job sharing schedule application and submit this to the Nurse's Immediate Manager for approval. This proposal shall include, but not be limited to, the following:

- (a) Duration - for a specified duration (not to exceed one (1) year).
- (b) A description of the requested work/schedule allocation and the arrangement of hours of work and the full-time equivalent designation to fulfill the requirements of the shared position.
- (c) Where operational requirements permit, a job sharing proposal shall not be unreasonably denied. In the event the Employer has certain concerns about a job sharing proposal, an Employer Representative shall discuss the concerns with the job sharing applicant. As a result of the discussion, the job share applicant may choose to revise the application for job sharing.

Recruitment for Job Sharing Partner

27.03 All specifics associated with the job sharing opportunity shall be posted at the site where the job sharing opportunity is originating, in accordance with Article(s) 12.00, 12.02 through 12.09 (inclusive). If there is no Nurse from the site interested in the job sharing opportunity, it shall be posted on a Bargaining Unit wide basis.

27.04 Where more than one Nurse is interested in the job opportunity, the job sharing partner shall be chosen in accordance with Article 12.11.

27.05 Should no Bargaining Unit Nurse be interested in the job sharing partner opportunity, the Employer will assess the practicality of recruitment outside of the Bargaining Unit. Only those positions which cannot be filled by a Bargaining Unit Nurse possessing the required skills, abilities and qualifications will be filled by a candidate from outside of the Bargaining Unit.

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

Notice to Discontinue

27.07 Upon the expiry of a job sharing arrangement, the Nurses will be returned to the same or equivalent Regular Positions as held prior to the job share arrangement.

27.08 Each job sharing arrangement shall remain in effect for the specified term or until the Employer or one or more of the job sharing partners provides thirty (30) days notice of their request to discontinue the job sharing arrangement or the Parties mutually agree to extend the arrangement. In the event that the Nurses and the Immediate Manager agree to extend the term of a Temporary Job Share for a further specified duration (not to exceed one (1) year), the Union members of the Bargaining Unit Grievance and Labour Management will be so informed.

27.09 Should a job sharing partner wish to discontinue the arrangement, the Employer shall replace the job sharing partner in accordance with Articles 27.03 and 27.04 above. Where no replacement job sharing partner is found, then the Nurse will be returned to the same or equivalent position held prior to the job share arrangement.

Terms of Job Sharing Arrangements

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

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

27.12 A job sharing partner, including those who have not indicated an increase in availability under Article 7.20, may be required to be available on forty-eight (48) hours notice, to work any absences of their partner when a qualified alternate replacement is not available. Such time worked after the forty-eight (48) hours notice period shall not constitute overtime.

Applicability

27.13 This Article shall apply to all Nurses currently in job sharing arrangements.

27.14 However, Regular Part-Time Nurses currently filling permanent job sharing arrangement shall abide by the following:

- (a) With thirty (30) days notice, the Employer may discontinue a permanent job sharing arrangement. In this event, the Regular Part-Time Nurse(s) in the job sharing arrangement on a permanent basis will maintain part-time

status and be assigned to a position(s) of equivalent hours. The Employer will make every reasonable effort to continue job sharing arrangements.

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

ARTICLE 28: THE BARGAINING UNIT GRIEVANCE AND LABOUR MANAGEMENT COMMITTEE

28.00 The Employer and Union agree to establish a Bargaining Unit wide Bargaining Unit Grievance and Labour Management Committee whose duties are referred to throughout various provisions of the Collective Agreement and in this Article.

28.01 Composition

The Bargaining Unit Grievance and Labour Management Committee shall be comprised of representatives of the Local Union in accordance as set out below and up to an equal number of Employer representatives. A person designated by the Union and the Employer shall alternate as the Chairperson.

When required, the Union may select up to:

- Where the Employer is the South Shore District Health Authority - three (3) representatives, or
- Where the Employer is the South West Nova District Health Authority - three (3) representatives, or
- Where the Employer is the Annapolis Valley District Health Authority - three (3) representatives, or
- Where the Employer is the Colchester East Hants Health Authority - three (3) representatives, or
- Where the Employer is the Cumberland Health Authority - five (5) representatives, or
- Where the Employer is the Pictou County Health Authority - three (3) representatives, or
- Where the Employer is the Guysborough Antigonish Strait Health Authority - four (4) representatives, or

- Where the Employer is the Cape Breton District Health Authority - eight (8) representatives, or
- Where the Employer is the Capital District Health Authority - six (6) representatives, or
- Where the Employer is the Izaak Walton Killam Health Centre - six (6) representatives

for the Bargaining Unit Grievance and Labour Management Committee.

28.02 **Role**

The Bargaining Unit Grievance and Labour Management Committee shall meet to discuss matters of concern between the Parties and shall make particular reference to the following:

1. Staffing
2. Orientation
3. Workload
4. Scheduling
5. Transfers
6. Reassignment
7. Scheduling difficulties created by short-term and long-term absences
8. Displacements
9. Layoffs
10. Duty to accommodate process
11. Work situation reports as per Article 17
12. Once a calendar year, the Employer will endeavour to provide to the Union members of the Bargaining Unit Grievance and Labour Management Committee a list which contains all of the Temporary Positions as of a certain date, with the name of the current incumbent, or if none, identifies the position as vacant, the patient care unit, and the commencement date of the Temporary Position.

28.03 **Amalgamation; Merger; Restructure**

In addition to the requirements under the particular displacement and lay off provisions of each Collective Agreement, when it is known by the Employer that an amalgamation, merger, or restructuring of existing facilities is to occur, the Bargaining Unit Grievance and Labour Management Committee will be informed of the plan and the impact on the Bargaining Unit.

28.04 **Responsibilities**

This Committee shall be responsible for:

- (a) defining problems
- (b) developing viable solutions to such problems
- (c) recommending the proposed solutions to the appropriate Employer authority.

28.05 Meetings

The Bargaining Unit Grievance and Labour Management Committee shall be appointed as soon as possible following the signing of the Collective Agreement and shall meet on no less than six (6) occasions and not more than ten (10) occasions in a year, unless mutually agreed otherwise.

28.06 Travel Allowance

Nurses required to travel from their usual Work Location to attend Bargaining Unit Grievance and Labour Management Committee meetings shall be paid the kilometre allowance as specified in Article 23.01.

28.07 Work Site Labour Management Representatives

The Bargaining Unit Grievance and Labour Management Committee may agree to create on an issue by issue basis, a subcommittee comprised of Work Site specific Employer and Local Union representatives for the purpose of dealing with matters of concern between the Parties which are limited to that Work Site.

28.08 No Loss of Pay for Meetings during Working Hours

- (a) The Nurses shall have no loss of regular pay and group benefits while involved in BUGLM Committee or Joint subcommittee activities.
- (b) It is agreed that meetings will be scheduled in such a way as to give due consideration to the normal operation of the Employer, the schedule of the Nurses and the convenience of the Parties.

ARTICLE 29: WEEKEND NURSE

29.00 Where the Employer determines that a regular Weekend Nurse position is to be filled, the position is to be posted in accordance with Article 12. The trial period provision of the Collective Agreement as set out in Article 12.13 shall apply. If the Nurse's trial period or the Weekend Nurse Trial does not work out the Nurse will revert to pre-trial status as indicated in the Article 12.13.

29.01 The Weekend Nurse position will be integrated into the unit schedule planning (core staffing).

29.02 The Weekend Nurse shall be a Full-Time Nurse position.

- 29.03 The rotation of a Weekend Nurse shall normally be comprised of two (2) shifts of 11.25 hours and one (1) shift of 7.5 hours per week. However an option to scheduling and rotations may include a six (6) week cycle of two (2) weekends of three (3) shifts of 11.25 hours and one (1) weekend of two (2) shifts of 11.25 hours. In any rotation the combination of weekend hours worked will provide an average of thirty (30) hours worked (excluding meal breaks) each weekend.
- 29.04 Weekend Nurses shall be scheduled to attend work (on average) for thirty-two (32) hours (including meal and rest breaks) on a weekend; (30 hours excluding meal breaks) and be paid for 37.5 hours (work 80% of the hours of a Full-Time Nurse and be paid 100% pay of a Full-Time Nurse.)
- 29.05 For the purposes of the Weekend Nurse rotation only the weekend period shall be 07 00 hrs. Friday to 19 00 hrs. Monday.
- 29.06 (a) The concept of “method of pay” is to be examined by the Employer to determine the options. The option of paying an adjusted hourly rate for the hours worked (ie. 125% of the regular rate) or permitting an “automatic assumption” where the Nurse works thirty (30) hours and is deemed for the purpose of pay to have worked 37.5 hours, will be decided by the Employer.
- (b) It is recognized that in the case of an adjusted hourly rate as above, the benefits of the Collective Agreement that accumulate on the basis of regular hours paid will be accrued at an accelerated rate for each hour worked so that the benefits accumulated by the Full-Time Weekend Nurse shall equal the benefits accumulated by the Regular Full-Time Nurse. Similarly the Weekend Nurse that accesses such accumulated benefits shall have the rate of utilization equally accelerated so that the time off periods for the Full-Time Weekend Nurse shall equal that of the Regular Full-Time Nurse.
- 29.07 Weekend Nurses shall be eligible for all applicable premiums except weekend premiums.
- 29.08 The Weekend Nurse shall be entitled to participate in the Benefit Plans (subject to the eligibility provisions of the respective Benefit Plan) on the basis of a Full-Time Nurse.
- 29.09 Should a Weekend Nurse work beyond the scheduled shift on the weekend , the Weekend Nurse will be entitled to be paid overtime as set out in Article 7.16 and the hourly rate shall be based on the Regular Nurse’s applicable hourly rate. [note: this hourly rate may be the Weekend Nurse hourly rate depending on the method of compensation under Article 29.06 (a) above].

- 29.10 A Weekend Nurse who works shifts beyond his or her regular schedule shall be compensated at the overtime rate of pay based on the applicable hourly rate for a Regular Full-Time Nurse (not a Weekend Nurse).
- 29.11 Ordinarily a Weekend Nurse shall only be entitled to switch shifts with another Weekend Nurse, in accordance with Article 7.09 (c).
- 29.12 When Christmas and New Year's Day falls on a weekend, the Nurse shall be scheduled to work one of the weekends and shall be required to use Holiday time for the other. Other arrangements may be made between the Nurse and the Employer by mutual agreement.
- 29.13 A Weekend Nurse who works on a holiday shall be compensated at the applicable Weekend Nurse rate for all hours worked on the holiday. The premium portion of the pay for the holiday shall be at the applicable regular hourly rate of pay for a regular (not Weekend) Nurse.

ARTICLE 30: CASUAL NURSES

- 30.00 Except where specifically excluded, the provisions of the Collective Agreement apply to a Casual Nurse.
- 30.01 The Employer may offer work to a Casual Nurse at the Employer's discretion subject to the provisions of the Collective Agreement.
- 30.02 Once a Casual Nurse accepts a work assignment including a scheduled extra shift, a relief shift, a Temporary Position, a period of Stand-by or a Call Back during a Stand-by, the Casual Nurse is obligated to work.
- 30.03 A Casual Nurse who has completed the probationary period may be disciplined or dismissed but only for just cause except that a Casual Nurse may also be dismissed where the Employer determines there is a lack of work or an unreasonable lack of availability on the part of the Casual Nurse.
- 30.04 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 disciplinary.
- 30.05 In the event that a Casual Nurse does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, the employment of the Casual Nurse may be terminated at the discretion of the Employer.

ARTICLE 31: REDUCTION IN APPOINTMENT STATUS

- 31.00 The Union and the Employer recognize that Nurses, may, at various points in their employment request a temporary or permanent reduction in hours of work and appointment status.
- 31.01 The Union and the Employer also recognize that requests for voluntary reductions in hours of work and appointment status may impact operational requirements.
- 31.02 Accordingly, a Regular Nurse who seeks a temporary or permanent reduction in hours of work and appointment status will seek the approval of her immediate manager by indicating the amount of reduced hours the Nurse seeks and the duration of such reduced hours. The duration of a temporary reduction in hours must be specified and must not exceed one (1) year.
- 31.03 The immediate manager shall not unreasonably deny such a request. Approval by the immediate manager shall be discretionary and will ensure that the request will not adversely impact operational requirements.
- 31.04 The Employer will notify the Union Representatives of the BUGLM Committee, as designated, of an approved request. In addition, the Employer will advise the Union Representatives of the BUGLM Committee of either its intention to post the reduced hours or part-time equivalent of full-time hours within a reasonable time frame, pursuant to the provisions of Article 12, or to hold the posting. If the Employer intends to hold the posting, it shall also provide the reason(s) for doing so.
- 31.05 The Union and the Employer will keep track of the full time equivalent positions that may arise through this process.
- 31.06 The immediate manager may consider a request for an extension of the temporary reduction of hours and appointment status subject to the above noted considerations of operational requirements. The Employer will advise the Union Representatives of the BUGLM Committee if an extension is approved.
- 31.07 A Regular Nurse who has requested a temporary or permanent reduction in her hours of work and appointment status has status as a Part-Time Nurse. As such, they may submit availability for extra and relief shifts in accordance with Articles 7.20, 7.21, and 7.22.
- 31.08 On the date of the return to work from a temporary reduction in hours, or at such earlier or later time as mutually agreed between the requesting Nurse and the immediate manager, the requesting Nurse is able to return to her previous position and salary without loss of Seniority or Service. Any other Nurse

promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former or Casual status, where applicable, and salary without loss of Seniority or Service.

31.09 In extraordinary circumstances, the Employer may cancel a temporary reduction in hours with thirty (30) days notice. In the event a temporary reduction is cancelled, the Regular Nurse is able to return to her previous position and salary without loss of Seniority or Service. Any other Nurse promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position or Casual status, where applicable, and salary without loss of Seniority or Service. The Employer will advise the Union Representatives of the BUGLM Committee of the reason(s) for the cancellation.

ARTICLE 32: LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

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

32.01 The Union and the Employer agree to work together in the development of a partnership for Aboriginal employment similar to the agreement signed between the Union and the Government of Canada, and the Government of Nova Scotia pursuant to the Aboriginal Workforce Participation Initiative dated November 26, 2006.

32.02 Letters of Agreement and Memoranda of Agreement that remain in effect, are detailed in Appendix "I".

ARTICLE 33: TERM OF AGREEMENT

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

IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement

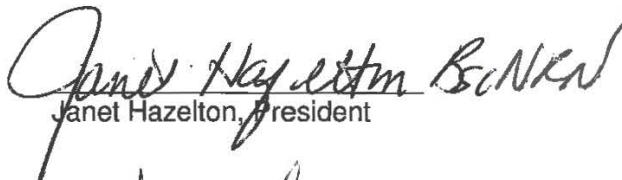
on January 14, 2014.


FOR THE EMPLOYER:

FOR THE UNION:

South Shore District Health Authority


Elizabeth Henheffer
Director, People Services


Janet Hazelton, President


for Christine Vanzoost, V.P.

IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement

on January 14, 2014.

FOR THE EMPLOYER:

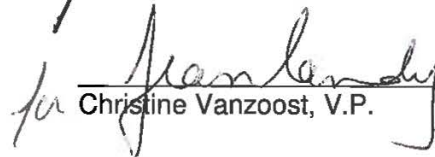
FOR THE UNION:

South West Nova District Health Authority


Blaise MacNeil, Chief Executive Officer


David King,
Director, Clinical Services – Diagnostics &
Director of Human Resources


Janet Hazelton, President


for Christine Vanzoost, V.P.

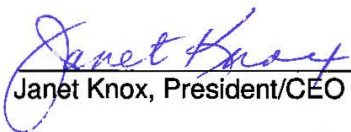
IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement

on January 14, 2014.

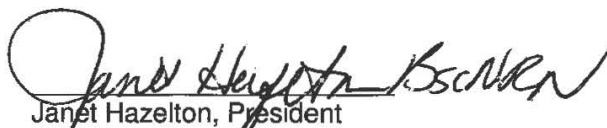
FOR THE EMPLOYER:

FOR THE UNION:

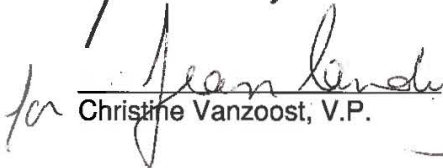
Annapolis Valley District Health Authority



Janet Knox, President/CEO



Janet Hazelton, President


for _____
Christine Vanzoost, V.P.

IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement

on January 14, 2014.

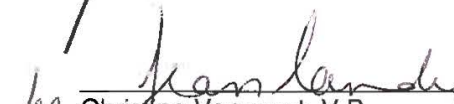
FOR THE EMPLOYER:

FOR THE UNION:

Colchester East Hants Health Authority


Peter MacKinnon, CEO


Janet Hazelton, President

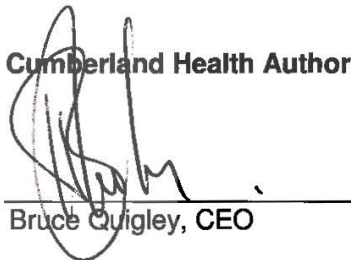

for Christine Vanzoost, V.P.

IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement

on January 14, 2014.

FOR THE EMPLOYER:

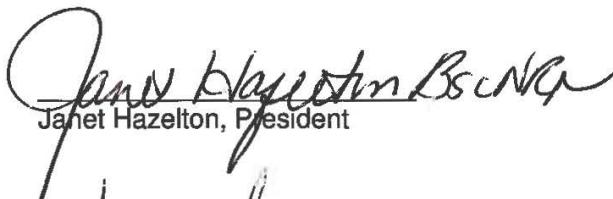
Cumberland Health Authority



Bruce Quigley, CEO

Cheryl Northcott
Cheryl Northcott, V.P.
Patient Care Services

FOR THE UNION:



Janet Hazelton, President

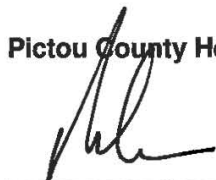
for Christine Vanzoost
Christine Vanzoost, V.P.

IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement

on January 14, 2014.

FOR THE EMPLOYER:

Pictou County Health Authority



Pat Lee, CEO

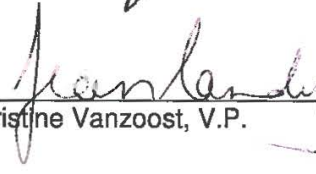


Bob Durdan, Director of People

FOR THE UNION:



Janet Hazelton, President

for 

Christine Vanzoost, V.P.

IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement

on January 14, 2014.

FOR THE EMPLOYER:

Guysborough Antigonish Strait
Health Authority

Liz Millett
Liz Millett, CEO

[Signature]

FOR THE UNION:

Janet Hazelton Bonner
Janet Hazelton, President

for Christine Vanzoost
Christine Vanzoost, V.P.

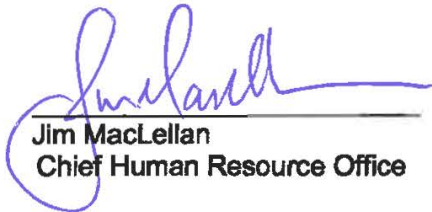
IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement

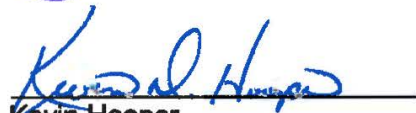
on January 14, 2014.

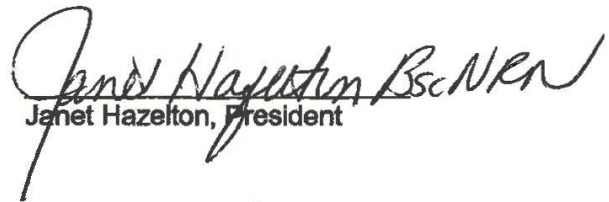
FOR THE EMPLOYER:

FOR THE UNION:

Cape Breton District
Health Authority


Jim MacLellan
Chief Human Resource Office


Kevin Hooper,
Senior Manager,
Human Resources & Labour Relations.


Janet Hazelton, President


for Christine Vanzoost, V.P.

IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement

on January 14, 2014.

FOR THE EMPLOYER:

FOR THE UNION:

Capital District Health Authority

Kathy MacNeil
Kathy MacNeil, V.P. People

Janet Hazelton BSN RN
Janet Hazelton, President

for Christine Vanzoost
Christine Vanzoost, V.P.


IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement

on January 14, 2014.

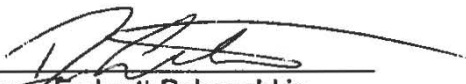
FOR THE EMPLOYER:

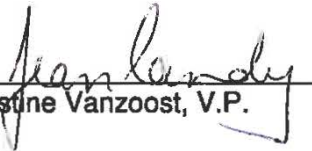
FOR THE UNION:

Izaak Walton Killam Health Centre


Steve Ashton, Vice-President
People and Organization Development


Janet Hazelton, President


Ryan Embrett-Baboushkin
Manager, Employee Relations,
People and Organization Development

for 
Christine Vanzoost, V.P.

APPENDIX "A"
CLASSIFICATIONS AND PAY SCALES

Hourly Rates (Approximate Annual Equivalents for Full-Time)

LPN-1 (Graduate Practical Nurse)

Pay Grade	Classification	Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%		
				Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual	
LPN01	LPN-1 (Graduate Practical Nurse)	Start	\$19.0841	\$37,214	\$19.5612	\$38,144	\$20.1480	\$39,289

LPN-2 (Licensed Practical Nurse)

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%	
					Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
LPN02	LPN-2 (Licensed Practical Nurse)	Start	\$22.3460	\$43,575	\$22.9047	\$44,664	\$23.5918	\$46,004
		Year 1	\$22.8581	\$44,573	\$23.4296	\$45,687	\$24.1324	\$47,058
		Year 2	\$23.3520	\$45,536	\$23.9358	\$46,674	\$24.6539	\$48,075
		Year 3	\$23.9993	\$46,799	\$24.5993	\$47,969	\$25.3373	\$49,408
		Year	\$24.8393	\$48,437	\$25.4603	\$49,648	\$26.2241	\$51,137

Note: * For the Recruitment and Retention Incentive for LPNs, entitlement is subject to Article 8.00 C.

RN-1

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%	
					Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
RN01	RN-1	Start	\$27.6440	\$53,906	\$28.3351	\$55,254	\$29.1852	\$56,911

RN-2

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%	
					Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
RN02	RN-2	Start	\$31.1097	\$60,664	\$31.8875	\$62,181	\$32.8441	\$64,046
		Year 1	\$32.0311	\$62,461	\$32.8319	\$64,022	\$33.8169	\$65,943
		Year 2	\$33.0680	\$64,483	\$33.8947	\$66,095	\$34.9115	\$68,077
		Year 3	\$34.2207	\$66,730	\$35.0762	\$68,399	\$36.1285	\$70,451
		Year 4	\$35.4135	\$69,056	\$36.2988	\$70,783	\$37.3878	\$72,906
		Year 5	\$36.6530	\$71,473	\$37.5693	\$73,260	\$38.6964	\$75,458
		Year 25	\$37.9358	\$73,975	\$38.8842	\$75,824	\$40.0507	\$78,099

RN-3

Pay Grade Classification			Expired Rate		% Increase: 2.50%		% Increase: 3.00%	
			Hourly	Annual	Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
RN03	RN-3	Start	\$31.9219	\$62,248	\$32.7200	\$63,804	\$33.7016	\$65,718
		Year 1	\$32.8433	\$64,044	\$33.6644	\$65,646	\$34.6743	\$67,615
		Year 2	\$33.8800	\$66,066	\$34.7270	\$67,718	\$35.7689	\$69,749
		Year 3	\$35.0328	\$68,314	\$35.9086	\$70,022	\$36.9859	\$72,122
		Year 4	\$36.2256	\$70,640	\$37.1312	\$72,406	\$38.2452	\$74,578
		Year 5	\$37.4935	\$73,112	\$38.4308	\$74,940	\$39.5837	\$77,188
		Year 25	\$38.8057	\$75,671	\$39.7759	\$77,563	\$40.9692	\$79,890

RN-4

RN04	RN-4	Start	\$32.7341	\$63,831	\$33.5525	\$65,427	\$34.5590	\$67,390
		Year 1	\$33.6555	\$65,628	\$34.4969	\$67,269	\$35.5318	\$69,287
		Year 2	\$34.6922	\$67,650	\$35.5595	\$69,341	\$36.6263	\$71,421
		Year 3	\$35.8451	\$69,898	\$36.7412	\$71,645	\$37.8435	\$73,795
		Year 4	\$37.0379	\$72,224	\$37.9638	\$74,029	\$39.1027	\$76,250
		Year 5	\$38.3342	\$74,752	\$39.2926	\$76,620	\$40.4713	\$78,919
		Year 25	\$39.6759	\$77,368	\$40.6678	\$79,302	\$41.8878	\$81,681

RN-5 (Community Health Nurse)

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%	
					Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
RN05	RN-5 (Community Health Nurse)	Start	\$36.5722	\$71,316	\$37.4865	\$73,099	\$38.6111	\$75,292
		Year 1	\$37.8780	\$73,862	\$38.8250	\$75,709	\$39.9897	\$77,980
		Year 2	\$39.1897	\$76,420	\$40.1694	\$78,330	\$41.3745	\$80,680
		Year 3	\$40.5009	\$78,977	\$41.5134	\$80,951	\$42.7588	\$83,380
		Year 4	\$41.9184	\$81,741	\$42.9664	\$83,784	\$44.2554	\$86,298
		Year 25	\$43.3856	\$84,602	\$44.4702	\$86,717	\$45.8043	\$89,318

RN-6 (Clinical Nurse Educator)

RN06	RN-6 (Clinical Nurse Educator)	Start	\$39.1898	\$76,420	\$40.1695	\$78,331	\$41.3746	\$80,680
		Year 1	\$40.5009	\$78,977	\$41.5134	\$80,951	\$42.7588	\$83,380
		Year 2	\$41.8125	\$81,534	\$42.8578	\$83,573	\$44.1435	\$86,080
		Year 3	\$43.1254	\$84,095	\$44.2036	\$86,197	\$45.5297	\$88,783
		Year 4	\$44.6348	\$87,038	\$45.7507	\$89,214	\$47.1232	\$91,890
		Year 25	\$46.1971	\$90,084	\$47.3520	\$92,336	\$48.7725	\$95,106

RN-8 (Occupational Health Nurse)

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%	
					Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
RN08	RN-8 (Occupational Health Nurse)	Start	\$35.3530	\$68,938	\$36.2369	\$70,662	\$37.3240	\$72,782
		Year 1	\$36.5771	\$71,325	\$37.4915	\$73,109	\$38.6163	\$75,302
		Year 2	\$37.8010	\$73,712	\$38.7460	\$75,555	\$39.9084	\$77,821
		Year 3	\$39.0250	\$76,099	\$40.0006	\$78,001	\$41.2006	\$80,341
		Year 4	\$40.3908	\$78,762	\$41.4006	\$80,731	\$42.6426	\$83,153
		Year 25	\$41.8045	\$81,519	\$42.8496	\$83,557	\$44.1351	\$86,063

RN-9 (Enterostomal Therapist; Infection Control Nurse)

RN09	RN-9 (Enterostomal Therapist; Infection Control Nurse)	Start	\$36.5772	\$71,326	\$37.4916	\$73,109	\$38.6164	\$75,302
		Year 1	\$37.8010	\$73,712	\$38.7460	\$75,555	\$39.9084	\$77,821
		Year 2	\$39.0250	\$76,099	\$40.0006	\$78,001	\$41.2006	\$80,341
		Year 3	\$40.2504	\$78,488	\$41.2566	\$80,450	\$42.4943	\$82,864
		Year 4	\$41.6591	\$81,235	\$42.7006	\$83,266	\$43.9816	\$85,764
		Year 25	\$43.1172	\$84,079	\$44.1951	\$86,180	\$45.5210	\$88,766

NP-1 Nurse Practitioner (Specialty Nurse Practitioner and Primary Health Care Nurse Practitioner)

Pay Grade	Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 2.50%		% Increase: 3.00%	
					Nov.01-12 Hourly	Nov.01-12 Annual	Nov.01-13 Hourly	Nov.01-13 Annual
NP01	NP-1 (Specialty Nurse Practitioner and Primary Health Care Nurse Practitioner)	Start	\$43.4210	\$84,671	\$44.5065	\$86,788	\$45.8417	\$89,391
		Year 1	\$44.7638	\$87,289	\$45.8829	\$89,472	\$47.2594	\$92,156
		Year 2	\$46.1484	\$89,989	\$47.3022	\$92,239	\$48.7212	\$95,006
		Year 3	\$47.5756	\$92,772	\$48.7650	\$95,092	\$50.2280	\$97,945
		Year 4	\$49.0471	\$95,642	\$50.2733	\$98,033	\$51.7815	\$100,974
		Year 5	\$50.7637	\$98,989	\$52.0328	\$101,464	\$53.5938	\$104,508
		Year 25	\$52.5405	\$102,454	\$53.8540	\$105,015	\$55.4696	\$108,166

LIST OF POSITIONS BY EMPLOYER

Note: This list is not exhaustive and may not include new positions and/or new pay classifications for positions approved by BUGLM through a Memorandum of Agreement. The Parties acknowledge that there may be positions excluded from this list that have not been negotiated by the Parties as per Article 8.16.

South Shore District Health Authority

RN-1

Graduate Nurse

RN-2

Registered Nurse
Cardiovascular Health Coordinator
Family Practice Nurse
Geriatric Nurse Assessor
Palliative Care Consultation Nurse

RN-3

Cancer Care Patient Navigator
Clinical Leader
Community Mental Health Nurse
Diabetes Educator
Discharge Planner

RN-4

Patient Safety Coordinator
Shift Supervisor

RN-5

Clinical Nurse Therapist

RN-6

Clinical Educator

RN-9

RN-Enterostomal Therapist

NP-1

Nurse Practitioner

South West Nova District Health Authority

RN-1

Graduate Nurse

RN-2

Registered Nurse
Cardiovascular Program Coordinator
Chronic Kidney Disease Coordinator
Colorectal Nurse
Organ and Tissue Coordinator
Family Practice Nurse

RN-3

Cancer Care Patient Navigator
Community Mental Health I
Diabetes Education Nurse
District Access Coordinator
Pain Clinic Coordinator
Unit Team Leaders

RN-4

Clinical Leader
Clinical Resource Coordinator
Community Mental Health II
Shift Coordinator, Roseway
Unit Team Leaders

RN-5

Community Mental Health Nurse

RN-6

Clinical Resource Coordinator

RN-9

Enterostomal Therapist

NP-1

Nurse Practitioner

Annapolis Valley District Health Authority

RN-1

Graduate Nurse

RN-2

Registered Nurse
Antenatal Clinic Nurse
District Cardiovascular Health Coordinator
District Organ & Tissue Donation Resource
Lactation Consultant
Organ and Tissue Nurse
Pain Clinic Nurse
Palliative Care Consultation Nurse
Systems
Practice Nurse
Prenatal Clinic Nurse
Student Health Nurse

NP-1

Nurse Practitioner

RN-3

Community Mental Health I
Diabetes Educator
Discharge Planning Coordinator (VRH)
District Access Coordinator
Patient Care Navigator
Patient Flow Coordinator
Utilization Discharge Coordinator (SMH)

RN-4

Community Mental Health II
Coordinator Surgical Information

RN-6

Clinical Resource Nurse

RN-9

Enterostomal Therapist

Colchester East Hants Health Authority

RN-1

Graduate Nurse

RN-2

Registered Nurse
Challenging Behaviour Resource Consultant Nurse
Family Practice Nurse
Geriatric Consultation Nurse
Palliative Care Consultation Nurse
Telehealth Nurse

RN-3

Cancer Patient Navigator
Clinical Nurse Care Coordinator
District Access Coordinator
Urology Clinic Nurse

NP-1

Nurse Practitioner

RN-4

Clinical Leader

Clinical Practice Leader

Community Mental Health
Mental Health Clinical Nurse
Mental Health Triage Clinician
Patient Care Leader

RN-6

Clinical Nurse Educator

RN-9

Enterostomal Therapist

LPN-1

Graduate Practical Nurse

LPN-2

Licensed Practical Nurse

Cumberland Health Authority

RN-1
Graduate Nurse

RN-2
Registered Nurse
Cardiovascular Health Coordinator
Diabetes Educator Unit
Geriatric Assessor (RN Seniors Health)
Organ Tissue Coordinator
Palliative Care Consult Nurse
Primary Health Practice Register Nurse

RN-3
Diabetes Education Coordinator
District Access Coordinator
Patient Care Navigator – Cancer Care

RN-4
Community Mental Health Nurse
Patient Care Leader

RN-6
Clinical Practice Development Nurse

RN-8
Employee Health Nurse

NP-1
Nurse Practitioner

LPN-1
Graduate Practical Nurse

LPN-2
Licensed Practical Nurse
Primary Health Practice LPN

Certified Grad Nurse

Pictou County Health Authority

RN-1
Graduate Nurse

RN-2
Registered Nurse
Geriatric Care Coordinator
OR Utilization Coordinator

RN-3
Patient Navigator (Oncology)

RN-4
Community Mental Health
Patient Care Leader

RN-6
Clinical Educator

RN -9
Enterostomal Therapist
RN – Infection Control

NP-1
Nurse Practitioner

LPN-1
Graduate Practical Nurse

LPN-2
Licensed Practical Nurse

Guysborough Antigonish Strait Health Authority

RN-1

Graduate Nurse

RN-2

Registered Nurse

Family Practice Nurse

Cardiovascular Health Coordinator

Chronic Disease Nurse

RN-3

Cancer Care Patient Navigator

Challenging Behaviour Resource

Consultant

Community Mental Health

Coordinator, Inpatient Mental Health

Diabetes Nurse Educator

Intake/Care Coordinator – Mental

Health Services

Oncology Patient Care Coordinator

Satellite Dialysis Coordinator

Telehealth Coordinator –SMRH / Policy

Coordinator GASHA

RN-4

Clinical Leader II

Clinical Leader (Strait Richmond Site)

Crisis Team Coordinator

District Utilization Coordinator

Nurse Educator

RN -9

Infection Control

NP-1

Nurse Practitioner

LPN-1

Graduate Practical Nurse

LPN-2

Licensed Practical Nurse

Cape Breton District Health Authority

RN-1

Graduate Nurse

RN-2

Registered Nurse
Cardiovascular Program Coordinator
Organ Tissue Donation Resource Nurse
Pain Clinic Nurse
Policy / Procedure Global Trigger
Coordinator
Nursing Clinical Informatics Trainer

RN-3

Community Mental Health I
Diabetes Educator
Challenging Behavior Consultant
District Coordinator Cardiovascular Health
Organ Tissue Resource Nurse
Optimal Care Coordinator RDU

NP-1

Health
Nurse Practitioner
Health

RN-4

Clinical Nurse Leader
Clinical Resource Nurse
Community Mental Health II
Head Nurse **LTC**
Registered Nurse Endocrinology
RN – YHC
Nursing Clinical Informatic Specialist
Pressure Ulcer Awareness

RN-6

Maternal Child Clinical Nurse Educator

RN-8

Occupational Health Nurse

RN-9

Enterostomal Therapy Nurse
RN – Infection Control
Clinical Nurse Specialist Stroke

Clinical Nurse Specialist Mental

Capital District Health Authority

RN-1

Graduate Nurse

RN-2

Registered Nurse
Staff Nurse

RN-3

Diabetes Educator

RN-4

Clinical Leader

RN-5

Community Mental Health Nurse

RN-6

Clinical Nurse Educator

RN-9

Infection Control

NP-1

Nurse Practitioner

LPN-1

Graduate Practical Nurse

LPN-2

Licensed Practical Nurse

Izaak Walton Killam Health Centre

RN-1

Graduate Nurse

RN-2

Registered Nurse
RH Program Nurse

RN-3

Community Care Resource Nurse
Community Mental Health Nurse
Coordinator – Bilingual Services
Diabetes Educator
Occupational Health Nurse
Quality Improvement Coordinator
Resource Coordinator Cancer
Surveillance
RH Nurse Coordinator
Professional Practice Coordinator

RN-4

Cardiac First Assist
Clinical Leader, Development
Clinical Leader Operations
Clinical Workload Measurement
Coordinator
Flight Nurse
Discharge Planning Nurse
Trauma Care Coordinator
Improvement Consultant

RN-8

Occupational Health Nurse

RN-9

Clinical Nurse Specialist
Enterostomal Therapist
Perinatal Nurse Consultant
RN – Infection Control

NP-1

Nurse Practitioner
Neonatal Nurse Practitioner

APPENDIX "B"

MEMORANDUM OF AGREEMENT EDUCATION PREMIUMS

A Nurse who is qualified for more than one education premium shall only receive the highest education premium for which the Nurse qualifies in Group A. A Nurse may also qualify for a premium in Group B. A Nurse may also qualify for either or both of the premiums in Group C.

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

A. EDUCATION PREMIUMS

(a) **Post-Graduate Program (Between 450 hours and 900 hours)**

Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be a minimum of 450 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay:

: three hundred thirty-three dollars (\$333.00)

(b) **Post-Graduate Program (In excess of 900 hours)**

Upon the Employer's receipt of proof of a Nurse's successful completion of a recognized program which has been established by the Nurse to be in excess of 900 hours (as per the official course description which may include course hours, lab hours, clinical hours and/or independent study hours) and where the course content is directly related to the Nurse's position, the following premium will be added to the Nurse's regular annual rate of pay:

: six hundred sixty-seven dollars (\$667.00)

(c) B.N. or B.Sc.N.

For any Registered Nurse in the bargaining unit who holds a B.N. or B.Sc.N., the following premium will be added to the Nurse's regular annual rate of pay:

: one thousand four hundred forty-five dollars (\$1445.00)

(d) Masters Degree in Nursing

For any Registered Nurse in the bargaining unit who holds a Masters Degree in Nursing, the following premium will be added to the Nurse's regular annual rate of pay:

: one thousand nine hundred sixty-one dollars (\$1961.00)

B. CANADIAN NURSE ASSOCIATION CERTIFICATION PREMIUM

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

: nine hundred ninety-six dollars (\$996.00)

C. NURSING PRACTICE AND NURSING LEADERSHIP PREMIUMS

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

Effective October 31, 2011, the annual supplement is eight hundred fifty dollars (\$850.00). To be eligible for a premium for a twelve (12) month period commencing November 1 of each year, a Nurse must earn seventy (70) points for the Nursing Practice Premium and sixty (60) points for the Nursing Leadership Premium by participating in Employer approved activities. The initial list of these activities along with the relative weight for each is included in this Appendix for illustrative purposes. It is understood that these initial lists are not exhaustive but will guide the Employer in determining relative point values for other approved activities.

In order for a Nurse to qualify for either premiums s/he must attain the required points based on the relative weights assigned to the approved activities. The

Nurse must maintain a record of recognized educational or leadership activities completed in the previous 12 month period. The Nurse must submit written proof of these activities on the form provided as Appendix "C" to the Employer by October 31st each year. The premium shall be effective following proof for the twelve (12) month period from November 1 to the following October 31st. Effective October 31, 2011 these premiums shall be paid in full in a lump sum on or before December 15th in the year to Nurses who achieve eligibility for them in accordance with this Appendix. These premiums shall be prorated for Part-time and Casual Nurses based on the regular hours paid in the twelve (12) month period from the previous November 1 to October 31 for the year of eligibility.

In order to qualify for the Nursing Practice premium a Nurse must claim points in at least two categories. A Nurse who qualifies for either premium shall be paid an annual supplement of **\$850**.

A Nurse may qualify for one of the education premiums from Category A, the premium from Category B and either or both of the Nursing Practice and Nursing Leadership Premiums from Category C.

Points earned in one NSNU bargaining unit will be recognized by a subsequent Employer for the purposes of qualifying for these premiums. The activities must be relevant to the subsequent Employer. The Nurse must meet the Portability criteria in accordance with Article 21.

If a disagreement arises concerning a Nurse's eligibility for a Nursing Practice or Nursing Leadership Premium, the matter shall be submitted to BUGLM for resolution. If BUGLM is unable to resolve the matter, the Union may refer the matter to arbitration. An Arbitrator's jurisdiction in any grievance filed under this provision shall be restricted to a determination of whether the Employer's discretion was exercised in a reasonable manner.

EXPLANATION OF NURSING PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional “value added” education the Nurse is either required to take because of the location or service in which she works or may choose to take voluntarily regardless of the location or service she works. Orientation education DOES NOT qualify towards this premium. The following lists are not exhaustive and are provided for illustrative purposes only.

A. CERTIFICATION IN A SPECIALITY (40 POINTS)

This is defined as a course of study which includes an evaluation component and which leads to a specialty certification status/or specialty certificate for the RN. (NOTE THIS DOES NOT INCLUDE THE CANADIAN NURSES ASSOCIATION specialty certifications which are already covered by a separate premium rate under Appendix B (Category B). Nurses who are paid in a separate (higher) classification because they have certification cannot also claim for these points.

Effective October 31, 2011 these points can only be claimed in the year the certification is awarded.

Some examples of certifications that apply:

- ✓ Lactation Consultant
- ✓ Infection Control Certification
- ✓ Palliative Care Certificate
- ✓ Critical Care Nursing Program (CCNP)-this may be in Intensive Care or Emergency Care
- ✓ Perioperative Care Nursing Program (PCNP)
- ✓ Neonatal Intensive Care Nursing Course
- ✓ Perinatal (PEPP) Certificate Course
- ✓ Registered Diagnostic Cardiac Sonographer
- ✓ Certified Asthma Educator
- ✓ Certified Specialist in Poison Information (CSPI)
- ✓ Registered Diagnostic Obstetrics Sonographer
- ✓ Diabetes Educator Certification
- ✓ Enterostomal Therapist Certification

B. COURSE IN A SPECIALITY Requiring an evaluation component (20 POINTS)

This is defined as a course in a nursing specialty for which there is a required evaluation component to “pass.” These points can only be claimed in the year the course is taken. For those courses that require re-certification, 5 points for subsequent years while the course certification remains valid.

Some examples of the courses that apply:

- ✓ Advanced Cardiac Life Support (ACLS)
- ✓ Pediatric Advanced Life Support (PALS)
- ✓ Advanced Trauma Life Support (ATLS)
- ✓ Advanced Life Support, Obstetrics (ALSO)
- ✓ Acute Care of the at-Risk Newborn (ACORN)
- ✓ Advanced Pediatric Life Support (APLS)
- ✓ AWHON Fetal Monitoring Course
- ✓ Chemotherapy/Biotherapy Provider Course
- ✓ APON Certified Pediatric Palliative Care Trainer Course
- ✓ AMRM (Transport Team Radio Course)
- ✓ Sugar, Temperature, Artificial breathing, Blood pressure and Emotional Support (STABLE)
- ✓ Cardiac: Sugar, Temperature, Artificial breathing, Blood pressure and Emotional Support (Cardiac STABLE)
- ✓ Neonatal Resuscitation Program (NRP)
- ✓ IMCU Course (Immediate Care Unit Course)
- ✓ ENPC (Emergency Nursing Pediatric Course)
- ✓ TNCC (Trauma Nursing Core Course)

**C. COURSE IN A SPECIALITY Not requiring an evaluation component
(15 OR 10 POINTS)**

This is defined as a course in a nursing specialty that may be internally or externally developed but does not include an evaluation component. Although the Nurse may receive a certificate of completion/attendance for taking such a course, the Nurse is not considered “certified.” Attendance or completion of such a course may only be claimed in the year in which it was taken (i.e. one time only). If the course is a minimum of 3.5 hours in duration, the Nurse will receive 10 points. If the course is a minimum of 7.5 hours in duration the Nurse will receive 15 points.

Some examples of courses or workshops that apply:

- ✓ Family-centred care course
- ✓ Transport Team course (if not a member of the Transport team where the course is part of orientation)
- ✓ Extra Corporeal Life Support Course/Training (ECLS)
- ✓ Neonatal E-Team Course
- ✓ PICC Line Course

D. COURSE, WORKSHOP or CONFERENCE in a GENERAL or SPECIALTY SKILL/THEORY or PROFESSIONAL/PERSONAL DEVELOPMENT (15 OR 10 POINTS)

This is defined as a course or attendance at a learning session, workshop or conference that may or may not be directly nursing-related but the skills/theory are applicable to the nursing practice environment in which the Nurse works. If the course or workshop is a minimum of 3.5 hours in duration, the Nurse will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the Nurse will receive 15 points.

Some examples of courses that apply:

- ✓ Non-Violent Crisis Intervention (in the year in which the course is taken)
- ✓ Team Building
- ✓ Conflict Resolution
- ✓ Program Planning and Evaluation
- ✓ Palliative Care Workshop/Conference
- ✓ Any Nursing Specialty Nursing Conference
- ✓ Bereavement Follow-Up Workshop
- ✓ Telehealth Session
- ✓ Attendance at the Education Day of the NSNU AGM
- ✓ NSNU Labour School (in the year you attend only)
- ✓ Delegated Medical Functions
- ✓ Post Entry Level Competencies
- ✓ CFNU Biennium

E. INSERVICE/HOSPITAL BASED EDUCATION SESSIONS (5 POINTS)

This category is applicable when the Nurse attends an education event which is minimally 1 hour in duration and may be considered an “in-service” either scheduled or ad hoc in nature.

If the learning is required to fulfill your role or if it is a general employee expectation, the points cannot be claimed. For example education on ROP’s on a non-Nursing subject, new equipment, policies or basic nursing competencies does not apply.

Some examples that apply:

- ✓ Numerous topics –must indicate the date and the topic
- ✓ Attendance at Grand Rounds
- ✓ Journal Club attendance
- ✓ Lunch and Learn Sessions
- ✓ Attendance at a Telehealth Session

F. E-LEARNING (5 POINTS)

There are many examples of learning delivered via electronic education modules that may be hospital developed or they may be offered through the public domain. The Nurse must provide proof of having participated and completed the modules. The e-learning must be a minimum of one (1) hour in duration (estimated time of completion), however the Nurse may accumulate time from several e-learning modules to obtain the one (1) hour requirement.

If the learning is required to fulfill your role or if it is a general employee expectation, the points cannot be claimed. For example education on ROP's on a non-Nursing subject, new equipment, policies or basic nursing competencies (*competencies acquired in entry nursing training program*) does not apply.

Some examples that apply:

- ✓ Paramedic (S76 module/test) (Transport team)
- ✓ Winter Survival e-learning module
- ✓ Problematic Substance Abuse in the workplace
- ✓ Self Regulation
- ✓ Violence in the Workplace

G. EDUCATION (10-25 POINTS AS SPECIFIED)

If the Nurse is enrolled in University within the 12 months claim period and then graduates within that same 12 month period, s/he will now receive the appropriate premium under Appendix "B" Category A. 1 or (d) and s/he cannot also claim for points under this section. Instructor-Level Status for designated courses includes CPR.

Some examples that apply:

- ✓ Enrolled in PhD in Nursing Program (minimally completing 2 courses per year-25 points)
- ✓ Enrolled in Masters Nursing program (minimally completing 2 courses per year-20 points)
- ✓ Enrolled in Nursing Degree Program (minimally completing 2 courses per year-15 points)
- ✓ Instructor-Level Achievement for designated courses (e.g CPR, ACLS, PALS, NRP, ATLS, ACORN, ALSO-10 points)

EXPLANATION OF NURSING LEADERSHIP PREMIUM CATEGORIES

The Nursing Leadership Premium is intended to recognize and reward those Nurses who demonstrate additional leadership contributions beyond what is merely expected of them in the course of their work, either through their individual involvement in activities in their workplace or their personal commitment to professional development of themselves through formal education or others (through mentoring) and/or advancement of the nursing profession and nursing practice in a variety of ways. The following lists are not exhaustive and are provided for illustrative purposes only.

A. COMMITTEE/TASK FORCE INVOLVEMENT (for Hospital, District, Province, Union, Professional Organization or Association or Agency)

Many nurses sit on various committees that meet regularly throughout the year. In order to claim for the correct number of points the Nurse must indicate the number of times she has been present at the Committee. For example: A committee may meet 9-12 times per year but the Nurse has only been able to be present 4 times. The nurse will check off that s/he is part of a committee that meets 9-12 times a year, but will fill in the claim form indicating the number of meetings she has attended. Points will be awarded based on the meetings attended by the nurse. Please note we have a gap in the times that can be claimed...so if the committee meets 7-8 times, check off 9-12 times. The points will be awarded based on 9-12. If the Nurse is required to participate on a committee as part of her position responsibilities points cannot be claimed for the committee work.

- Chair of a committee/task force that meets 9-12 times per year (20 points)
- Member of a committee/task force that meets 9-12 times per year (15 points)
- Chair of a committee/task force that meets 4-6 times per year (15 points)
- Member of a committee/task force that meets 4-6 times per year (10 points)
- Chair of a committee/task force that meets 1-3 times per year (10 points)
- Member of a committee/task force that meets 1-3 times per year (5 points)
- Attends the “business portion” of the NSNU Annual General Meeting, the CFNU biennium and an annual meeting of a Nursing College (5 points)

B. PROFESSIONAL ASSOCIATION INVOLVEMENT

Member- This category can only be claimed if you are currently a member in good standing with your Professional Association on Oct 1st each year. If your membership has expired at the time of the submission, you cannot claim for this. Please note if you are member of a National or Provincial organization that automatically makes you a member of a local association then you can only claim for the “parent” organization. E.g. When you join the Canadian Association of Critical Care Nurses you are automatically a member of the NS Chapter. You only claim for being a member at the National level.

Executive Member: You would claim this according to the office you hold within your Professional Association (including NSNU Provincially and at the Local Union Level). If you claim for this, you do not also claim for being a member as higher points are awarded to recognize the fact you are a member who holds an office with that Association.

- Maintains an active membership in a Professional Association Special Interest Group (eg Canadian Association of Critical Care Nurses; National Emergency Nurses Association etc)
- Holds office in a professional nursing organization or special interest: with subheadings for National, Provincial or Local level and further subdivided to recognize if you are President vs a Member of the Executive.

	President	Executive	Member
National	25 points	20 points	10 points
Provincial/Local	20 points	15 points	10 points

The following things can also be included:

- ✓ Board member of a National or Provincial level Board (15 points)
- ✓ Chief Shop Steward for Local of NSNU (15 points)
- ✓ Shop Steward for Local of NSNU (10 points)

The following things DO NOT qualify:

- College of Registered Nurses of Nova Scotia
- NSNU Membership
- Canadian Federation of Nurses Unions (CFNU)
- Canadian Nurses Association
- North American Association of Poison Control Centres
- Member of BUGLM (you can claim for this as a Committee you participate on under Section A though).

C. PUBLICATIONS/PRESENTATIONS

To claim for publication, you must have been published in the past 12 months of the claim period. You need to also provide information on where, when and the name of the conference you presented at.

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

- Poster Board Presenter at a National Conference (20 points)
- Poster Board Presenter at a Provincial Conference (15 points)
- Poster Board Presenter at a Local Conference (15 Points)
- Poster Board Presenter at a hospital-based Conference (10 points)

In addition the following qualifies:

- ✓ Presents info to colleagues from a conference you attended (10 pts) (must be at least one hour in duration)
- ✓ Member of a panel speaking on a topic is half the value of being a speaker on your own to a minimum of 5 points.

D. RESEARCH

To claim for anything in this category the research must be in progress, or started or completed at any time within the 12 month claim period. You can claim for it one year only even if the study overlaps into a subsequent year. I.e. if the same research study overlaps into the next year then it cannot be claimed again. Each study you are involved in may be claimed individually for points. You must be “officially” listed as either a Principal Investigator or a Co-Investigator. If your involvement is a requirement of your job this does not qualify for points.

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

E. UNIT RESOURCE/SKILL/CONTENT EXPERT PERSON (20 points)

Points are awarded in consultation with your Manager. This category is intended to reward those individuals who take on “additional” duties and a leadership role related to additional support/expertise/oversight needed by colleagues within your unit or work area around implementation or ongoing support for something of which your expertise is specifically being designated for that support. (e.g. is a content expert for implementation of medication reconciliation project, central line expert, elder-friendly, Family-centred care.

Some examples that apply:

- ✓ Member of the E-Team in NICU
- ✓ Member of the ECMO Team in PICU
- ✓ Breast Feeding Champion
- ✓ Member of PICC Line Team
- ✓ HSM Resource (Computer program in peri-op Units)

F. ACCEPTS ADDITIONAL LEADERSHIP RESPONSIBILITIES

There are a variety of opportunities to take on additional leadership responsibilities and earn points in this category.

Project Lead for new product – Requires dialogue with your Manager to claim.
(10 points)

Charge Nurse/Team Lead – 10 shifts a year minimum to claim.
(10 points) Cannot be claimed if already being paid a premium for this role.

Researches/bench marks new procedures (you need to identify the procedure)
(5 points)

Plans and conducts a patient care conference- This is intended to recognize and reward the nurse who would not normally in the course of her work plan and conduct a patient care conference as a bedside nurse. It would be rare for a Clinical Leader to be able to claim for this as this would be an expectation of Care Coordination already embedded in the CL role. There are also many specialty services where nurses regularly do this as part of their job duties. To claim for any points in this category, consultation with your Manager is required. (5 points)

Develops/Revises a new policy/procedure – May be claimed for each new policy/procedure the nurse develops. Note: If you are the Policy Person for your Unit and/or on a Policy Committee and your work is to develop/update policies and procedures then you have been awarded points under the Committee section to recognize this and you cannot also claim for points in this section. This section is intended to recognize and reward the nurse who takes the initiative to develop policies above and beyond what is expected of her/him in her role.
(5 points)

Serves as a Preceptor- varying lengths of time- The period of time that can be claimed is only the weeks that are designated formally for the Preceptor to be working with the Preceptee who is new to your Unit or a student. If you have more than one person you precept in a year, add them together to determine the number of weeks (months) and claim for the appropriate timeframe. Identify who you have precepted and the exact time frame. Points are either 15 or 25 depending on length of time you precepted.

Serves as a preceptor for 1-3 months – 15points
Serves as a preceptor for 4-6 months – 25 points

Note: Precepting a student nurse or other allied health professional is recognized as well, but with a different amount of points awarded (see below).

- ✓ Serves as a Preceptor to a Nursing or other Allied Health Student for 1 – 3 months (10 points)

Instructs a designated course at least once per year (10 points)

G. SPECIAL PROJECTS (10-20 points)

Points may be claimed if a Nurse is involved in a planned endeavour designed and implemented to address a patient, nursing, hospital or community health care concern or need. There is a range of points (10, 15, 20) that the Nurse in consultation with her/his Manager may be awarded for an activity within this category.

Some examples of things that may qualify:

- ✓ Developed SBAR tool for communication for inter-facility transfers
- ✓ QI project to improve patient outcomes
- ✓ Teaching in the school for classmates of a burned patient

APPENDIX "C"
PRACTICE PREMIUMS CLAIM FORM and LEADERSHIP PREMIUMS CLAIM FORM

Claim Form for Nursing Practice Premiums

To be Completed and Submitted by Nurse by October 31st:

Eligible 12 Month Period	November 1, 20_____ to October 31, 20_____							
Personal Information	Name							
	FTE Status (FT/PT/Casual)							
	Job Title							
	Classification (RN 2, etc)							
	Unit/Dept/Area worked							
	Manager's Name							
Points Claimed by Category (Details Attached)	** Points must be claimed in a minimum of TWO Categories							
	A	B	C	D	E	F	G	Total/70
								/70
Signed _____				Date: _____				

For Internal Use by Management:

Points Approved by Category (Details Attached)	A	B	C	D	E	F	G	Total/70
								/70
Premium Approval	Premium Approved _____				Premium Not Approved _____			
Rationale								
Proration for PT/Casual	**Regular Hours Paid: _____ Amount of Prorated Premium: _____ **from the previous Nov 1 to Oct 31 for the year of eligibility:							
Signed _____				Date: _____				

Description of Nursing Practice Points Claimed

NOTE: Points Claimed MUST come from a Minimum of TWO CATEGORIES

For description of types of education which can be claimed, see Appendix "B" of the Collective Agreement (C. Nursing Practice and Nursing Leadership Premiums). ** If any discrepancy is noted between the explanations below and the explanation in the Collective Agreement, the language in the Collective Agreement governs.

**** Additional details required to claim points for any of the claimed activities should be attached to this form.**

Category A	Certification Obtained	Date	Points Claimed	For Internal Use: Points Approved
<p>CERTIFICATION IN A SPECIALTY</p> <p><u>40 Points</u></p> <p>NOTE: Effective Oct 31, 2011, these points can only be claimed in the year the certification is awarded</p>				
		TOTAL:		

Category B	Course Completed	Date	Points Claimed	For Internal Use: Points Approved
COURSE IN A SPECIALTY Requiring an Evaluation Component <u>20 points for course</u>				
<u>5 points for subsequent years while course certification remains valid</u>	Certification and Date Obtained	Date Certification Expires	Points Claimed	For Internal Use: Points Approved
		TOTAL:		

Category C	Course Completed and Time Duration	Date	Points Claimed	For Internal Use: Points Approved
COURSE IN A SPECIALTY (not requiring an evaluation component) <u>10 points if minimum 3.5 hrs in duration</u> <u>15 points if minimum 7.5 hrs in duration</u>				
		TOTAL:		

Category D	Course Completed and Time Duration	Date	Points Claimed	For Internal Use: Points Approved
COURSE, WORKSHIOP or CONFERENCE in a GENERAL or SPECIALTY SKILL/THEORY or PROFESSIONAL/ PERSONAL DEVELOPMENT <u>10 points if minimum 3.5 hrs in duration</u> <u>15 points if minimum 7.5 hrs in duration</u>				
		TOTAL:		

Category E	Inservice Completed and Time Duration	Date	Points Claimed	For Internal Use: Points Approved
INSERVICE/HOSPITAL BASED EDUCATION SESSIONS <u>5 points if minimum 1 hr in duration</u>				
		TOTAL:		

Category F	E-Learning Completed and Time Duration	Date	Points Claimed	For Internal Use: Points Approved
E-LEARNING <u>5 points if minimum 1 hr in duration</u>				
			TOTAL:	

Category G	Education Completed	Date	Points Claimed	For Internal Use: Points Approved
EDUCATION <u>10-25 points</u>				
			TOTAL:	

Claim Form for Nursing Leadership Premiums

To be Completed and Submitted by Nurse by October 31st:

Eligible 12 Month Period	November 1, 20_____ to October 31, 20_____																							
Personal Information	Name																							
	FTE Status (FT/PT/Casual)																							
	Job Title																							
	Classification (RN 2, etc)																							
	Unit/Dept/Area worked																							
	Manager's Name																							
Points Claimed by Category (Details Attached)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">A</th> <th style="width: 10%;">B</th> <th style="width: 10%;">C</th> <th style="width: 10%;">D</th> <th style="width: 10%;">E</th> <th style="width: 10%;">F</th> <th style="width: 10%;">G</th> <th style="width: 10%;">Total/60</th> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">/60</td> </tr> </table>								A	B	C	D	E	F	G	Total/60								/60
	A	B	C	D	E	F	G	Total/60																
								/60																
Signed _____ Date: _____																								

For Internal Use by Management:

Points Approved by Category (Details Attached)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">A</th> <th style="width: 10%;">B</th> <th style="width: 10%;">C</th> <th style="width: 10%;">D</th> <th style="width: 10%;">E</th> <th style="width: 10%;">F</th> <th style="width: 10%;">G</th> <th style="width: 10%;">Total/60</th> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">/60</td> </tr> </table>								A	B	C	D	E	F	G	Total/60								/60
	A	B	C	D	E	F	G	Total/60																
								/60																
Premium Approval	Premium Approved _____ Premium Not Approved _____																							
Rationale																								
Proration for PT/Casual	**Regular Hours Paid: _____ Amount of Prorated Premium: _____ **from the previous Nov 1 to Oct 31 for the year of eligibility:																							
Signed _____ Date: _____																								

Description of Nursing Leadership Points Claimed

For description of types of leadership activities which can be claimed, see Appendix “B” of the Collective Agreement (C. Nursing Practice and Nursing Leadership Premiums). ** If any discrepancy is noted between the explanations below and the explanation in the Collective Agreement, the language in the Collective Agreement governs.

**** Additional details required to claim points for any of the claimed activities should be attached to this form.**

Category A	Name of Committee/Task Force and Position Held	Number of Meetings Attended	Points Claimed	For Internal Use: Points Approved
COMMITTEE/ TASK FORCE INVOLVEMENT Hospital, District, Province, Union, Professional Organization or Association or Agency <u>5 to 20 points</u>				
			TOTAL:	

Category B	Name of Association	Position Held	Points Claimed	For Internal Use: Points Approved
PROFESSIONAL ASSOCIATION INVOLVEMENT <u>10 to 25 points</u>				

Category C	Publication/Presentation Details (where, when, name of conference presented at)	Date	Points Claimed	For Internal Use: Points Approved
PUBLICATIONS / PRESENTATIONS <u>10 to 25 points</u>				
		TOTAL:		

Category D	Research Details and Role	Date (started/ completed)	Points Claimed	For Internal Use: Points Approved
RESEARCH <u>5 to 25 points</u>				
		TOTAL:		

Category E	Details of Additional Duties/Leadership Role Taken On	Date	Points Claimed	For Internal Use: Points Approved
UNIT RESOURCE /SKILL / CONTENT EXPERT PERSON <u>20 points (awarded in consultation with Manager)</u>				
		TOTAL:		

Category F	Description of Additional Leadership Responsibilities	Date	Points Claimed	For Internal Use: Points Approved
ACCEPTS ADDITIONAL LEADERSHIP RESPONSIBILITIES <u>5 to 25 points</u>				
		TOTAL:		

Category G	Description of Project	Date	Points Claimed	For Internal Use: Points Approved
SPECIAL PROJECTS <u>10-20 points</u>				
		TOTAL:		

APPENDIX “D”

DEFERRED SALARY LEAVE PLAN

DEFERRED SALARY LEAVE PLAN

(a) Purpose

- (i) The Deferred Salary Leave Plan is established to afford Nurses the opportunity of taking a self-funded leave of absence not to exceed twelve (12) consecutive months.
- (ii) When the leave of absence is taken for the purpose of permitting the full-time attendance of the Nurse at a designated educational institution (within the meaning of subsection 118.6 (i) of the *Income Tax Act*) the leave shall not be for less than three (3) consecutive months and in any other case not less than six (6) consecutive months.

(b) Terms of Reference

- (i) It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- (ii) A suitable replacement for the Nurse on leave will be obtained where required, and the incumbents filling any position(s) temporarily vacated as a result of such leave will be subject to the provisions of the collective agreement.
- (iii) Approval of applications under this Plan is subject to operational requirements and will not be unreasonably denied. Any permitted discretion allowed under this Plan will not be unreasonably exercised.

I Eligibility

Any Regular (i.e., not applicable to a Casual Nurse) Nurse is eligible to participate in the Plan.

(d) Application

- (i) A Nurse must make written application to his/her Chief Executive Officer or his/her delegate at least three (3) calendar months in advance, requesting permission to participate in the Plan. A shorter period of notice may be accepted if deemed appropriate by the CEO or his/her delegate. Entry date into the Plan for deductions must commence at the beginning of a pay period.

- (ii) Written acceptance or denial of the request, with explanation, shall be forwarded to the Nurse within two (2) calendar months of receipt of the written application.
- (iii) If after operational requirements are considered there is a conflict between two or more Nurses, that conflict will be resolved on the basis of Seniority.

(e) Leave

- (i) The period of leave as provided in the Income Tax Regulations will be a period from six (6) to twelve (12) consecutive months except in the case of educational leave where the minimum period is three (3) months.
- (ii) On return from leave, the Nurse will be assigned to his/her same position unless:
 - (a) such position no longer exists, in which case, the Nurse will be governed by the appropriate provisions of the collective agreement between NSNU and the applicable employer, or
 - (b) the Nurse has accepted alternate employment with the employer (eg. A promotion)
- (iii) Sub-section 6801 (i) (v) of the Income Tax Regulations states that after the leave the Nurse “is to return to his/her regular employment with the employer or an employer that participates in the same or a similar arrangement after the leave of absence for a period that is not less than the period of the leave of absence.”

(f) Payment Formula and Leave of Absence

The payment of salary, benefits and the timing of the period of leave shall be as follows:

- (i) During the deferral period of the Plan, preceding the period of the leave, the Nurse will be paid a reduced percentage of his/her salary. The remaining percentage of salary will be deferred and placed in a trust account. The accumulated amount plus the interest earned shall be retained for the Nurse in trust by the Employer to finance the period of leave. The money will not be accessible to the Nurse until the leave period except as provided in Section (h).
- (ii) Income Tax and Canada Pension Plan contributions are to be withheld from the gross salary less the deferred amounts during the deferral period and from the deferred amounts when paid to the Nurse during the period of leave. Employment Insurance premiums are to be based on the Nurse's

gross salary during the period of the deferral and no premiums are to be withheld from the deferred amounts when paid.

- (iii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The Employer will consult with the financial institution maintaining the trust account to provide a rate of interest which is reflective of the nature of this plan. (eg. Averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit). The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the trust account. Interest shall be based upon the average daily balance of the account and credited to the Nurse's account on the first day of the following calendar month). Even though the interest is accrued and is not paid to the Nurse until the period of leave, it must be reported as income on the Nurses's T4 and is subject to tax withholdings in the taxation year it is earned during the deferral period.
- (iv) A yearly statement of the value of the Nurse's trust account specifying the deferred amount and interest earned will be sent to the Nurse, by the employer.
- (v) The maximum length of the deferral period (the term during which the Nurse has pay withheld to fund the leave period) will be six (6) years and the maximum deferred amount will be 33 1/3% of annual salary. The maximum length of any contract under the Plan will be seven (7) years.
- (vi) The Nurse may arrange for any length of deferral period in accordance with the provisions set out under (f)(v).
- (vii) All deferred salary plus accrued interest shall be paid to the Nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Nurse and the Employer.

(g) Benefits

- (i) Deferral of salary will not alter the Nurse's employment status. While the Nurse is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the Nurse would have received had he/she not been enrolled in the Plan.
- (ii) A Nurse's benefits will, at his/her option, and subject to the specific provisions of the Plan(s) text, be maintained by the Employer during the Nurse's leave of absence, however, all premium costs for such benefits shall be paid by the Nurse during the leave.

- (iii) While on leave, any benefits related to salary level shall be structured according to the salary the Nurse would have received in the year prior to taking the leave had he/she not been enrolled in the Plan.
- (iv) Subject to the provisions of the Pension Plan text, Pension Plan contributions shall continue during the leave period with the Nurse and Employer each contributing its share and the period of leave shall be a period of pensionable Service.
- (v) Pension Plan deductions shall be made on the salary the Nurse would have received had he/she not entered the Plan or gone on leave.
- (vi) Sick leave will not be earned during the period of leave, however, accumulated sick leave to the commencement of the leave period will accrue to the Nurse upon his/her return from the leave.
- (vii) The period of leave will be a period of Service for the accumulation rate for retirement allowance and vacation.
- (viii) Vacation credits will not be earned during the period of leave; however, vacation earned up to the date of the deferred leave but unable to be taken prior to the date of the commencement of the leave period, will accrue to the Nurse upon the Nurses' return from the leave.
- (ix) Throughout the period of the leave of absence the Nurse shall not receive any salary or wages from the Employer, or from any other person or partnership with whom the Employer does not deal at arm's length, other than
 - (A) the amount by which the Nurse's salary or wage under the arrangement was deferred;
 - (B) the reasonable fringe benefits that the Employer usually pays into or on behalf of the Nurse.

(h) *Withdrawal*

- (i) A Nurse may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.

- (ii) A Nurse who is laid-off or has his/her employment terminated during the deferral period may withdraw from the Plan or leave the accumulated contributions plus interest in the fund pending the exhaustion of recall rights or possibility of reinstatement. In such case the employer will continue as trustee for the deferred fund notwithstanding any termination of the employment relationship.
- (iii) In the event of withdrawal, the Nurse shall be paid a lump sum equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible but not later than sixty (60) calendar days of withdrawal from the Plan.
- (iv) Should a Nurse die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Nurse's estate as soon as possible, but not later than two pay periods following notice being given to the employer.

(i) *Written Contract*

- (i) All Nurses will be required to sign the approved contract (annexed hereto) before enrolling in the Plan. The contract will set out all other terms of the Plan in accordance with the provisions set out herein.
- (ii) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of leave may be amended by mutual agreement between the Nurse and Employer subject to the section f (v) of this Plan.

APPENDIX "D"

DEFERRED SALARY PLAN APPLICATION AND CONTRACT

NURSE NAME: _____

ORGANIZATION: _____

NURSE I.D.: _____

JOB TITLE/CLASS AND STEP/BIWEEKLY SALARY:

I have read the terms and conditions of the Deferred Salary Plan and hereby agree to enter the Plan subject to said terms and conditions.

APPLICATION

- i) I wish to enroll in the Deferred Salary Plan with salary deferral commencing with the _____ to _____ pay period and continue for a _____ year period.
(y/m/d) (y/m/d)
- ii) I shall take my leave of absence from _____ to _____.
(y/m/d) (y/m/d)

FINANCIAL ARRANGEMENTS

The financing of my participation in the Deferred Salary Plan shall be according to the following schedule:

- i) I wish to defer a percentage of each of my salary payments for the next _____ years in accordance with this schedule:

Months _____%	Months _____%	Months _____%
Months _____%	Months _____%	Months _____%
- ii) Annually, the Employer shall provide me with a statement of the status of my account.
- iii) All deferred salary plus interest held in trust shall be paid to the Nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Nurse and the Employer.

ADDITIONAL COMMENTS

CONTRACT APPROVAL

Nurse's Signature

Witness

CEO or Delegate

Date

Department of Human Resources

Date

APPENDIX "E"

NSNU LAID-OFF NURSE AVAILABILITY FORM

NAME : _____ DATE: _____

(a) Prior to lay off, I was working at _____, site(s).

(b) Prior to lay off, I was working in _____, patient care unit(s).

I Prior to lay off, my designation as a percentage of Full-Time hours was ____%.

(d) I am interested in being recalled to a Regular Position. YES NO

If yes, other than my previous work site(s), I would accept recall to a position at:

name sites _____.

(e) Other than recall to a Regular Position, I am interested in working additional shifts (which may include a Temporary Position, extra shifts, relief shifts and required shifts).

YES NO

If yes, I may be assigned to work up to my (prior to lay off) designation as a percentage of Full-Time hours (and have priority for extra shifts due to lay off status).

(f) I am interested in working beyond my prior to lay off designation as a percentage of Full-Time hours.

YES NO

If yes, I am interested in working _____% (as a percentage of Full-Time hours) and shall be treated as a Part-Time Nurse for the purposes of Articles 7.20 and 7.21 through 7.23, inclusive.

Once submitted, the Employer is entitled to rely on the Laid-off Nurse Availability Form until a new form is implemented according to the following process. A Laid-off Nurse is permitted to submit a revised Laid-off Nurse Availability Form indicating availability by *February 1st* (for April to June); by *May 1st* (for July to September); by *August 1st* (for October to December); and by *November 1st* (for January to March). A revised Laid-off Nurse Availability Form may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld.

Nurse

Date: _____

Employer

Date: _____

APPENDIX "F"
CLINICAL CAPACITY REPORT

EMPLOYER NAME: _____

SITE: _____

(1) NAME: _____ DATE: (YYYY/MM/DD): _____

PATIENT UNIT: _____ **SHIFT/TIME OF OCCURRENCE:** _____

(2) STAFFING (NUMBERS) SCHEDULED: _____ THIS SHIFT: _____

RN's _____

LPN's _____

OTHER _____

Number of patients in isolation: _____

(3) NUMBER OF PATIENTS ON UNIT: _____

(4) Describe workload situation, **including acuity of patients:**

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

(6) Name of Manager/Supervisor/Designate Contacted: _____

Time Contacted: _____

(7) Describe action/response given by Manager/Supervisor/Designate:

(8) Describe your response: _____

(9) What other options might have been considered:

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

Signature

Copies to:
NSNU Labour Representative; Employer, Nurse

GUIDELINES FOR USE

- (1) A Nurse who believes that adequate and safe care of patients cannot be provided because of that Nurse's workload should bring the matter to the attention of the immediate Supervisor, or where appropriate, the Supervisor's Designate. Where the issue has not been satisfactorily resolved, the Nurse may complete this form.
- (2) Briefly outline:
 - (a) the work situation; and
 - (b) identify specific problem(s). If the form does not provide sufficient space, please add further information on a separate sheet.
- (3) **DO NOT** identify clients/residents or doctors involved in the incident described, use Dr. X or client/resident A.
- (4) **Clinical Capacity Reports** are not intended to replace any incident report form or other internal documentation required under Employer Policies.

Clinical Capacity Follow- Up Report

REPLY OF THE MANAGER

(1) Date of Reply: _____ (2) Completed by: _____

SITE: _____

Describe findings:

Describe action/response:

Recommendations:

Date (YY/MM/DD)

Signature

Copies to:
Nurse ;NSNU Labour Representative; Employer

APPENDIX "G" PORTABILITY OF BENEFITS FORM

LAST NAME

FIRST NAME

MID.

As per Article 21.00 of the Collective Agreement of the Nova Scotia Nurses Union.

"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 sick leave entitlement, vacation entitlement, retirement allowance, placement on the increment scale (and advancement) and Seniority. Accumulated sick leave credits shall be recognized by the hiring Employer. Qualifying periods under the Benefits Plans of the hiring Employer will be as set out in the Plans. This provision is not applicable if the Nurse has been terminated for cause or retired in accordance with the NSAHO Pension Plan."

As per Article 21.01 of the Collective Agreement of the Nova Scotia Nurses Union.

"In the event that 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 a member of the Canadian Federation of Nurses Unions (CFNU), **the Nurse** shall be credited with equivalent Seniority as at the time of termination from the other bargaining unit. **It shall be the responsibility of the Nurse to provide documentation on hire regarding his/her eligibility for Canadian Nurse Portability of Seniority as per the "Portability of Benefits Form", Appendix "G". Failure to provide the documentation within 90 days of the date of hire will result in the Nurse having Seniority determined in accordance with Article 11.00.**"

Name of previous employer: →

Last Date of Employment: →

Classification (FT/PT/Cas/Term): →

Salary scale placement : →

\$. /hr	RN __ \$, . /annum	Year
----------	---------------------	------

Increment date : →

 /last increment :

Seniority Date: →

Vacation accumulation rate/date: →

Sick Bank Balance: →

 hours

Date of hire -retirement allowance*:

Hours Paid (R.A.*): →

** Casual date of hire: →

 /# of hours

Applicable Education Premiums: →

** Casual seniority for NSNU members shall be portable to a casual position with another employer, as per Article 21:00 of NSNU collective agreement.

Employee Signature

Date

Organization & Representative Signature

Date

APPENDIX “H”
CLASSIFICATION REVIEW PROCESS

Where a Nurse identifies that her current position is no longer classified appropriately due to changes in the position implemented during the term of the collective agreement the Nurse or the Union may submit a written request for a classification review, indicating the rationale for the request, to the Union members of BUGLM, with any supporting documentation.

If supported by the Union members of BUGLM, the request will be forwarded to BUGLM, Labour Relations/Human Resources, copied to the Manager.

If the BUGLM Committee is unable to come to an agreement, the matter will be submitted to the Compensation Analysis Services (the “Service”) at Health Association Nova Scotia for a review to provide a final and binding decision on the appropriate classification.

The Service will review the position and all supporting documentation and make a final determination in writing within 60 days as to the appropriate classification within Appendix “A”. The Parties agree that the result of this review is not subject to further appeal.

If the Service supports that the position is no longer appropriately classified, the employer will implement the classification change determined by the Service. The salary when determined will be retroactive to the date on which the request for review was submitted to the BUGLM.

The cost of the review by the Service will be shared equally between the Union and the Employer.

APPENDIX “I”
Letters of Agreement and Memoranda of Agreement

The following represents the Letters of Agreement and Memoranda of Agreement as referenced in Article 32.02.

Note: This list is not exhaustive and may not include new, current or amended Letters of Understanding or Memoranda of Agreement which have not been concluded or terminated in accordance with the specific terms of the LOU or MOA.

Employer Name	Brief Description	Date Signed
South Shore District Health Authority	Salary Replacement Agreement	July 6, 2004
South Shore District Health Authority	Self Scheduling	July 6, 2004
South Shore District Health Authority	Flexible Hours of Work	July 6, 2004
South Shore District Health Authority	Article 6.04 CRNNS Dues Deduction	July 6, 2004
South Shore District Health Authority	Geriatric Resource Coordinator	June 27, 2013
South Shore District Health Authority	CUPE / Detox Unit Nurses / Addiction Services NSNU / Mental Health Registered Nurses	August 9, 2013
South Shore District Health Authority	NSNU / CUPE re: Geriatric Resource Coordinator	August 9, 2013
South West Nova District Health Authority	Salary Replacement Agreement	July 6, 2004
South West Nova District Health Authority	Self Scheduling	September 2, 2004
South West Nova District Health Authority	Flexible Hours of Work	September 2, 2004
South West Nova District Health Authority	Flexible Hours – Yarmouth Oncology	September 20, 2007
South West Nova District Health Authority	Modified Work Week – Mental Health	April 3, 2008
South West Nova District Health Authority	10 Hour Shifts – Prenatal Clinic – Yarmouth	November 22, 2010
South West Nova District Health Authority	Family Practice Nurse	November 6, 2013

Employer Name	Brief Description	Date Signed
Annapolis Valley District Health Authority	Self Scheduling	June 11, 2004
Annapolis Valley District Health Authority	Salary Replacement Agreement	June 11, 2004
Annapolis Valley District Health Authority	Flexible Hours of Work	June 11, 2004
Annapolis Valley District Health Authority	Required Hours of Operation for Eastern Kings	September 30, 2005
Annapolis Valley District Health Authority	Hours of Work – OR/Day Surgery (Soldiers)	December 20, 2006
Annapolis Valley District Health Authority	Nurse Practitioner, Stroke Program – 30 Hour Work Week	May 13, 2013
Colchester East Hants Health Authority	Flex Hours	June 22, 2004
Colchester East Hants Health Authority	Flex Hours – Palliative Care (LFMH)	June 22, 2004
Colchester East Hants Health Authority	Shift Rotation – 4S Medical Unit (Col)	February 15, 2005
Colchester East Hants Health Authority	Permanent Supplementary Nurse	April 26, 2005
Colchester East Hants Health Authority	NSNU – CEHHA – CUPE – Infection Control	April 12, 2006
Colchester East Hants Health Authority	Part Time President Position	November 16, 2009
Colchester East Hants Health Authority	Flex Hours Outpatient Mental Health	June 23, 2010
Cumberland Health Authority	Flex Hours – Palliative Care	June 17, 2004
Cumberland Health Authority	Four Hour Shifts (NCMH)	June 17, 2004
Cumberland Health Authority	10 and 8 Hour Shift Rotations – Ambulatory Care – LPNs - CHRCC	June 22, 2005
Cumberland Health Authority	10 Hour Shifts for LPNs – Day Surgery – CHRCC	December 5, 2006
Cumberland Health Authority	Permanent Nights – 0.7 FTE PRN LPNs in Emerg.	October 23, 2009
Cumberland Health Authority	Permanent Relief Nurse – NCMH	December 15, 2010

Employer Name	Brief Description	Date Signed
Cumberland Health Authority	Flex time – Clinical Practice Development Nurse	July 29, 2013
Cumberland Health Authority	Flex time – Clinic Nurse – Mat / Child	
Pictou County Health Authority	Flex Hours for Palliative Care Consultation Nurses	September 18, 2008
Pictou County Health Authority	10 Hour Shifts – Interprofessional Practice & Education Services (Clinical Educators), Rehabilitation Clinic, PACU, and ATC (GI Only) – Aberdeen Hospital	November 1, 2012
Pictou County Health Authority	Geriatric Care Coordinator	November 1, 2012
Guysborough Antigonish Strait Health Authority	NSNU v CUPE – Job Posting – Seniority Provisions	October 31, 2005
Guysborough Antigonish Strait Health Authority	Permanent Supplementary Nurse	December 7, 2005
Cape Breton District Health Authority	Emergency Department (Glace Bay)	June 10, 2004
Cape Breton District Health Authority	Emergency Department (Northside General)	June 10, 2004
Cape Breton District Health Authority	Emergency Department (New Waterford)	June 10, 2004
Cape Breton District Health Authority	Professional Practice Committee	June 10, 2004
Cape Breton District Health Authority	10 Hour Shift	October 14, 2004
Cape Breton District Health Authority	Grandparenting of Job Posting Requirements in Emergency Units at Rural Sites	February 6, 2007
Capital District Health Authority	10 Hour Shifts – Operating Room at Dartmouth General	December 7, 2005
Capital District Health Authority	Flex Hours – Cobequid Mental Health	June 21, 2010
IWK Health Centre	Four Hour Shift – Urodynamics Clinic	March 16, 2005
IWK Health Centre	Flex Hours (various units)	March 16, 2005 & July 5, 2005
IWK Health Centre	Self Scheduling (various units)	March 16, 2005 & July 5, 2005
IWK Health Centre	10 Hour Shift (various units)	March 16, 2005 & July 5, 2005 & January 25, 2007

Memorandum of Agreement #1 Retiree Benefits

The Employer agrees to provide a monthly amount towards the monthly premium cost of the current NSAHO Retiree Health Plan for those Nurses who retire on or after November 1, 2006, and who meet the eligibility requirements as outlined below.

Effective November 1, 2006, the Employer will commence paying an amount equal to 30% of the monthly premium for single coverage and monthly for family coverage.

Effective April 1, 2007, the Employer will increase the amount it contributes to the monthly premiums for single coverage and monthly premiums for family coverage to 40%.

Effective April 1, 2008, the Employer will increase the amount it contributes to monthly premiums for single coverage and monthly premiums for family coverage to 50%.

Effective April, 2009, the Employer will increase the amount it contributes to monthly premiums for single coverage and monthly premiums for family coverage to 65%.

The payment will be provided to supplement the monthly premium payment of the retiree for each month that the retiree is enrolled in the NSAHO Retiree Health Plan up to and including the month that the retiree reaches the age of 65. When the retiree reaches the age of 65 and becomes eligible for Pharmacare coverage, the Employer supplement will cease and the retiree will be responsible for the full cost of the premiums if he/she chooses to remain in the plan at that time.

Nurses who retired between November 1, 2006 and the signing date of this Collective Agreement and opted at retirement to participate in the NSAHO Retiree Health Plan will be reimbursed for the contributions set out above.

Nurses who retired between November 1, 2006 and the signing date of this Collective Agreement and opted at retirement not to participate in the NSAHO Retiree Health Plan, will be notified of the availability of an Employer contribution toward premiums. Such retirees will have 60 days from the date such notification is sent by the Employer to apply to participate in the plan. Participation will be subject to the retiree meeting the eligibility requirements of the plan. Employer contributions will commence upon the retiree's acceptance into the plan.

Eligibility

To be eligible for the Employer supplement, a Nurse must be enrolled in the NSAHO employee Health Plan prior to retirement, meet the eligibility requirements of the NSAHO Retiree Health Plan and must meet the following criteria:

1. retire with an unreduced pension in accordance with the terms of the NSAHO Pension Plan and in addition
2. the Nurse must have at least fifteen (15) years of Service in the NSAHO Pension Plan at the time of retirement.

At retirement, the Nurse must elect to enroll in the NSAHO Retiree Health Plan and elect single or family coverage in accordance with the terms and eligibility of the plan. This supplement to the premiums of the NSAHO Retiree Benefit Plan is only available to employees who are employed on or after November 1, 2006.

Memorandum of Agreement #2 Return of Service Agreement

- (a) The Employer may enter into individual return of service agreements with Nurses in relation to educational programs where participation in the program by the Nurse is voluntary.**

- (b) The Employer may enter into individual return of service agreements with Nurses who are newly hired or as a condition of an offer of employment of Nurses within the bargaining unit.**

- © The Employer shall provide a copy of all return of service agreements to the Union that would vary the terms and conditions of employment agreed to in the collective agreement.**

- (d) The Union will be advised of any default or breach in respect of any return of service agreement which they have been provided a copy of. The Union may file a grievance in respect of a return of services agreement if it feels that there is a violation of the collective agreement. Notwithstanding the foregoing, the Employer may pursue collection of any amounts owing through whatever means it deems appropriate including but not limited to authorized deductions and small claims.**

Memorandum of Agreement #3 80/20 Positions - Late Career Nurse Strategy

On a trial basis, the parties agree to enter into a Memorandum of Agreement for the utilization of an 80/20 Position for Registered Nurses and Licensed Practical Nurses. The terms of the position along with the applicable hours of work and overtime provisions shall be included in this MOA. The MOA will expire at the end of this Collective Agreement.

Where the Employer determines a need for an 80/20 position due to operational needs it shall post a temporary vacancy within the bargaining unit. The temporary vacancy may be no less than one (1) month and no more than six (6) months in duration. It shall be filled in accordance with Article 12 subject to the requirement that only those Nurses who are within three (3) years of retirement with an unreduced pension under the terms of the pension plan shall qualify for consideration.

The Temporary vacancy shall not be subject to the terms of the MOA – Temporary Vacancies. Any subsequent vacancy produced as a result of filling the 80/20 vacancy shall be treated in accordance with the MOA – Temporary Vacancies.

If approved for such a position, a Nurse will continue to be scheduled for 80% of the regular, full-time hours they normally work. The other 20% of the regular, full-time hours will be made up by providing mentoring, precepting, research, and other types of supporting activities to other employees and students, as determined by the Employer. No additional compensation is provided to Nurses who work in these positions.

A Nurse may be appointed to an 80/20 position once in a twelve (12) month period unless the applicant is the only qualified applicant to apply for a subsequent position.

Memorandum of Agreement # 4 Innovative Shifts

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

1. The Union Representatives to the BUGLM, a Nurse, a group of Nurses, or a Manager may make a request for consideration for an innovative shift under this Agreement.
2. The request shall be made in writing to the Employer and the Employer will provide a copy of the request to the Union Chair of the BUGLM.
3. If approved by the Employer, the proposal shall be referred to the BUGLM for its consideration.
4. The request for an innovative shift shall not be unreasonably denied by the Employer or by the Union Representatives to the BUGLM.
5. If approved, the details of the proposal shall be incorporated into a memorandum between the Parties.
6. In making their decisions, the Employer and the Union Representatives to the BUGLM shall consider factors including the provisions of the Collective Agreement, the operational requirements of the Employer, patient care requirements, and the impact on members of the Bargaining Unit.
7. Further, the Parties agree that innovative shift proposals shall not be approved where they contain "split shifts" or shift lengths of less than four (4) hours.
8. In the event that either the Employer or the Union Representatives to the BUGLM disagrees with the decision of the other, they may appeal the decision within five (5) days of the decision.
9. If the decision is appealed, the Employer and the Union shall each put forward a nominee.
10. The nominees cannot be members of the BUGLM Committee or the patient care unit from where the proposal originated.
11. The nominees shall meet within thirty (30) days of the appeal. The nominees shall make a decision on the innovative shift proposal within ten (10) days of the meeting. The decision of the nominees shall be binding on the Parties.

Memorandum of Agreement # 5 Restricted Postings

Whereas the parties acknowledge that there are some specific areas where staffing is a challenge it is agreed that the employer can make a request to the Union that an external job posting in that area be made conditional on the successful applicant being required to remain in the position for a fixed period of time not to exceed eighteen months.

During the fixed period the successful applicant will not be eligible to make application in an internal job posting process for any position that is the same FTE status and same classification that commences prior to the end of the fixed period. This would not prevent a Nurse from applying for and being awarded a position with a greater FTE status than the “restricted posting”, or a position compensated at a higher wage rate.

The job advertisement for the position will indicate that movement is restricted and the successful applicant will be notified in the letter of hire.

The Employer may waive the restriction on written application from a Nurse to apply for a position during the restricted period.

Consent from the Union to post a restricted external posting will not be unreasonably refused where retention concerns, turnover issues or service delivery challenges are demonstrated in the requesting work area.

Memorandum of Agreement # 6 Initial Extension of Classification Review Process

Whereas the classification review process in Article 8.16 (b) is new language, the parties are agreed that Nurses may submit classification reviews in respect of changes to the Nurse's position even if it occurred prior to effective date of the current collective agreement provided that any such claims are forwarded within 90 days of the signing of this collective agreement.

No requests may be submitted in respect of any classification that was reviewed in accordance with the Job Evaluation Process MOA (2006-2009 collective agreement) between the parties unless there has been a subsequent change to the position.

Classification reviews requests submitted pursuant to this MOA will be undertaken in accordance with the process agreed to in Appendix "H".

This MOA expires 90 days after the signing of this collective agreement and thereafter the parties will only consider requests for a classification review brought forward in respect of changes that occurred during the life of the collective agreement under which the request is brought forward in accordance with Article 8.16(b).

Letter of Understanding #1
Article 11.02 – Seniority Conversion

The Parties agree that the following are examples of correct calculations of the conversion of Regular Seniority to CASUAL SENIORITY:

Ten (10) years of “Regular Seniority” as a Full-Time Nurse converted to Casual Seniority = 19,500 hours of Casual Seniority (10 x 1950)

Ten (10) years of “Regular Seniority” as a Part-Time Nurse who was designated to work 0.5 and did not work beyond his or her designation converted to Casual Seniority = 19,500 hours of Casual Seniority (10 x 1950)

Six and one-half (6 ½) years of “Regular Seniority” as a Part-Time Nurse who was designated to work 0.5 and consistently worked additional shifts beyond his or her designation converted to Casual Seniority = 12,675 hours of Casual Seniority (6.5 x 1950)

Letter of Understanding #2 Secondments

The Parties agree that the following principles shall apply when a Nurse is seconded by the Employer to work temporarily for another Employer:

1. The Secondment arrangement shall be made by written agreement between the Employer, the Nurse and the borrowing Employer with a copy to the Union;
2. The Union shall be notified of any new secondment agreements during a meeting of BUGLM;
3. The Nurse continues to be an employee with the Employer while on secondment however day to day direction shall be provided by the Borrowing Employer. The NSNU Collective Agreement shall continue to apply to a Nurse while on secondment.
4. However, nothing will prevent a Nurse from agreeing to terms of employment that differ from the Collective Agreement;
5. The Employer will continue to pay a Nurse while on secondment;
6. A Nurse on secondment shall continue to accrue service, seniority and benefits while on Secondment;
7. A Nurse on secondment shall continue to pay Union dues;
8. Upon expiration of the secondment, the Nurse shall be reinstated in the position she/he held immediately prior to the commencement of the secondment, or if the position no longer exists to another equivalent position.

Letter of Intent

Re: Nurses and Sustainable Healthcare

The Union and the Employers acknowledge the challenges and financial pressures within our health care system.

The Union and the Employers also acknowledge their respective commitments to quality health care and agree that Nurses play an important role in health care delivery.

The Union and the Employers acknowledge the benefits of a collaborative approach to achieving and maintaining a sustainable health care system for Nova Scotia.

Therefore, the NSNU and the District Health Authorities/IWK hereby agree to provide the following data annually:

- (a) The number of Nurses in the District Health Authorities/IWK**
- (b) Vacant positions within the bargaining unit**
- (c) The age demographic of Nurses in the District Health Authorities/IWK**
- (d) Clinical Capacity Reports – trend data**
- (e) Trends with OT, sick time, injuries for Nurses**

And the NSNU and the District Health Authorities/IWK hereby agree to meet annually after data is shared to review and discuss.

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