

IN THE MATTER OF A MEDIATION – ARBITRATION

BETWEEN:

Nova Scotia Health Authority & Izaak Walton Killam Health Centre

(“the Employers”)

And

The Nova Scotia Council of Nursing Unions

(“the Council”)

Before: William Kaplan
Mediator/Arbitrator

Appearances

For the Employers: Jack Graham, Q.C.
Michael Murphy
McInnes Cooper
Barristers and Solicitors
Tracy MacPhee
Kara Burry
Health Association Nova Scotia

For the Council: Raymond Larkin, Q.C.
David Roberts
Pink Larkin
Barristers and Solicitors

Introduction

1. The matters in dispute were scheduled for mediation/arbitration in Halifax on November 19, 20, 21 and 22, 2018.
2. In May of 2018, the employee members of the Constituent Unions of the Nova Scotia Council of Nursing Unions, the Nova Scotia Council of Healthcare Unions, the Nova Scotia Council of Administrative Professional Unions and the Nova Scotia Council of Health Support Unions (“the Council”) ratified an agreement earlier reached with the Nova Scotia Health Authority and the Izaak Walton Killam Health Centre (“the Employers”) to refer all outstanding collective agreement issues in dispute to binding mediation/arbitration process.
3. Phase three of that process involved the resolution of the collective agreement between the Employers and the Nursing Unions.

Award

4. Prior to the scheduled hearing dates, I was advised that the parties had resolved most issues before mediation/arbitration, but that some issues remained in dispute. The parties filed submissions on the issues in dispute and made oral representations.
5. In particular, the Council argued that Licensed Practical Nurses should be given credit for recent nursing experience, as opposed to service with the Employer, in being placed at the 25-year rate of the salary scale. I have not accepted that submission.
6. I have also concluded that the position of the Employer concerning the meaning of Article 7.10(b) is the correct one. The phrase “except where the change is by mutual agreement between the Nurse and the Employer” applies to all Nurses.

7. Having carefully considered the submissions of the parties, and paying attention to the application of appropriate criteria, the following award is issued constituting the collective agreement between the parties.

8. I award new collective agreements for the Nova Scotia Health Authority (Tab 1) and the Izaak Walton Killam Health Centre (Tab 2) as attached to this award.

9. The financial components of the award shall be effective the date of this award. The rest of the collective agreements shall be effective 60 days from the date of this award.

Conclusion

10. At the request of the parties, I remain seized with respect to the implementation of my award.

Dated at Toronto, Ontario this 30th day of November, 2018

“William Kaplan”
William Kaplan
Mediator/Arbitrator

TAB 1

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 **The Bargaining Unit consists of:** all Full-Time, Part-Time and Casual Registered Nurses, Nurse Practitioners, Licensed Practical Nurses, Graduate Nurses, and Graduate Practical Nurses **of the Employer described in paragraph 80B(1)(a) and subs. 80B(2) of the *Health Authorities Act*, as amended**, 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 Bargaining Agent Recognition

(a) The Employer recognizes the Nova Scotia Council of Nursing Unions as the exclusive Bargaining Agent of the Nurses in the bargaining unit for the purposes of sections 33 to 37, subsections 38(1) and (2) and sections 39, 40, 47 to 52 and 61 to 75 of the *Trade Union Act*, as amended.

(b) The Employer recognizes the Union as the exclusive Bargaining Agent on behalf of all Nurses of the Employer who occupy positions in the bargaining unit described in paragraph (a) for which the Union was certified or voluntarily recognized as bargaining agent before April 1, 2015 for all purposes other than those listed in paragraph (a).

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. **All the functions, rights, power and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.**

ARTICLE 4: DEFINITIONS

4.00 Casual Nurse

A Casual Nurse is a non-permanent Employee.

4.01 Council

means the Nova Scotia Council of Nursing Unions.

4.02 Day

means Monday through Friday, excluding holidays, except where otherwise provided.

4.03 Employer

is the Nova Scotia Health Authority

4.04 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 **as early as reasonably possible**. The Employer will discuss **with the Union** 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.

4.05 Full-Time Nurse

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

4.06 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).

4.07 Headings

The headings in this agreement are for ease of reference and shall not be taken into account in the construction or interpretation of any provision to which they refer.

4.08 Holiday

- (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half of the shift falls on a day designated as a holiday in this Agreement.**
- (b) in any other case, the twenty-four (24) hour period commencing 0001 hours of a day designated as a holiday in this agreement.**

4.09 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.

4.10 Leave of Absence

means absent from work with permission.

4.11 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.

4.12 Local Union

means the structure or organization of the **Constituent** Union as applicable.

4.13 Lockout

includes the closing of a place of employment, a suspension of work or a refusal by the Employer to continue to employ a number of Nurses done to compel the Nurses, or to aid another employer to compel its Employees, to agree to terms or conditions of employment.

4.14 Nurse

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

4.15 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.

4.16 Part-Time Nurse

is a Nurse hired to a position to work on a **permanent** or temporary basis that is less than the work period of a Full-Time Nurse.

4.17 Permanent Nurse

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

4.18 Permanent Resource Nurse

is a **permanent** Nurse hired to work at various locations with defined patient care units or service areas.

A Permanent Resource Nurse shall be used for the purpose of meeting unpredictable operational requirements, or replacing other Nurses who are absent for periods not exceeding two months. Except for these circumstances, Permanent Resource Nurses shall not be utilized as an alternative to permanent full-time and permanent part-time Nurses.

Vacancies for the position of Permanent Resource Nurse shall be filled in accordance with the procedures set out in Article 12 (Job Postings) or, where applicable, Article 32 (Job Security) of the collective agreement. Where the position is posted the notice shall indicate the applicable unit groupings.

4.19 Position

means an individual Nurse's job defined by work location, patient care unit or work unit and percentage of full-time hours.

4.20 Predecessor Employer

means South Shore District Health Authority, South West Nova District Health Authority, Annapolis Valley District Health Authority, Colchester East Hants Health Authority, Cumberland Health Authority, Pictou County Health Authority, Guysborough Antigonish Strait Health Authority, Cape Breton District Health Authority, and Capital District Health Authority.

4.21 **Probationary Period**

- (a) means that period for newly hired **Permanent** or Casual Nurses up to nine hundred and ninety (990) 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 **the Union**.
- (b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary Nurse shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- (c) A Nurse whose status changes from Casual to **Permanent** 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 12.11.
- (d) Any Nurse who resigns **or was terminated** after completing **the Nurse's** probationary period but who is rehired by the same Employer within six (6) months of **the Nurse's** resignation **or termination** 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 **ZLMC** Committee.

4.22 **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.

4.23 **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.

4.24 **Service**

For the purposes of this Agreement, "service" means:

- (a) (i) **service with which a Nurse was credited as an Employee of a predecessor Employer on March 31, 2015;**
- (ii) **total accumulated months of employment with the Employer.**
- (iii) **A month shall be a calendar month or any portion thereof in which a Nurse was employed with the Employer.**

- (b) Notwithstanding Article 4.24(a), except as otherwise provided in this Agreement, a Nurse who does not receive salary in excess of ten (10) days during that calendar month shall not accrue service related benefits or credits for that month; however, there shall be no adjustment to that Nurse's service date.
- (c) A Nurse being compensated under the *Workers' Compensation Act* shall accumulate vacation credits to a maximum of one year's vacation credits.
- (d) Any IWK Nurse who successfully applies to work at the NSHA will retain the service they were credited with at the IWK.

4.25 Shift Duration

means the length of a shift.

4.26 Spouse

means husband, wife and common-law spouse. Common-law spouse includes a same sex partner in a common-law relationship except for purposes of a pension plan where the pension plan contemplates otherwise.

4.27 Strike

includes a cessation of work, or refusal to work or continue to work by Nurses in combination or in concert or in accordance with a common understanding, for the purpose of compelling their Employer to agree to terms or conditions of employment or to aid other Employees in compelling their Employer to agree to terms or conditions of employment.

4.28 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.).

4.29 Union

means a constituent Union of the Council

4.30 Weekend

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

4.31 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.

4.32 Working Day

means any calendar day on which a Nurse is scheduled to work.

4.33 Zone Labour Management Committee- (ZLMC)

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

ARTICLE 5 – UNION REPRESENTATION

5.00 Union Representatives

The **Constituent Unions** shall provide the Employer with a list of the Nurses designated as representatives of the Union which will include members of the Board of Directors or Standing Committees (if applicable), the members of the Local Executive, shop stewards, **Council** Committee members and the Union Representatives of the **Zone** 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 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 **as soon as possible upon being made aware that their presence is required** 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 Constituent Union Representative

The Local Union may have the assistance of a representative from the **Constituent** 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 **Constituent** 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 **Contract Negotiations**

Where operational requirements permit, and where reasonable notice is given, the Employer shall grant leave with pay for not more than 20 (twenty) Council negotiating committee members in total between NSHA and IWK for the purpose of attending contract negotiation meetings with the Employer.

5.05 **Copies of Agreement**

The Employer agrees to post a copy of the Agreement on the Employer's web site and intranet. Upon request by a Nurse, the Employer will provide a bound copy of the agreement to the Nurse within one calendar week. Upon request by the Union, the Employer agrees to provide a reasonable number of bound booklets for use by Union representatives and Stewards.

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 a period not exceeding three (3) days** for Nurses chosen to represent:

(i) NSNU at the Annual and/or Provincial Meetings:

- **Nine (9) representatives from the NSHA Western Zone**
- **Nine (9) representatives from the NSHA Northern Zone**
- **Twelve (12) representatives from the NSHA Eastern Zone**
- **Six (6) representatives from the NSHA Central Zone**

(ii) Unifor Local 4600 at the Annual Unifor Healthcare Conference: four (4) Nurses

(iii) CUPE Local 8920 at the Annual Meeting/Collective Bargaining Workshop: four (4) Nurses

(iv) NSGEU at the Annual Meeting/Collective Bargaining Workshop:

The number of Nurses eligible for special leave provisions under Article 5.06 shall be in accordance with the numbers laid down in the Nova Scotia Government and General Employees Union Constitution.

(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) **as members of the Board of Directors of the NSGEU and NSNU, or, in the case of CUPE, the Local Executive of CUPE 8920, or in the case of Unifor, the Local Executive of Unifor 4600, for the attendance at Board meetings or, in the case of CUPE Local 8920 and Unifor 4600, for attendance at executive meetings;**
 - (ii) 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 **No Loss of Service/ Seniority**

While on leave for Union business pursuant to this Article, a Nurse shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the Nurse's service and seniority shall be deemed to be continuous.

5.09 **Salary Continuance**

The Employer will continue the salary and benefits coverage of a Nurse who is granted leave without pay in accordance with Article 5.07 and will bill the relevant Union for the Nurse's salary. If the leave extends beyond three calendar months, the Employer will, from that point, bill the relevant Union 1.2 times the Nurse's salary until the leave is concluded.

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.
- (f) **Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the Nurse returns from leave of absence.**

5.11 Acquaint Newly Hired Nurses

- (a) **During orientation, the Employer will provide each new Nurse with a link to an electronic package prepared by the Union along with a link to a copy of the collective agreement. The Employer will update the link as required by the Union.**
- (b) During orientation of newly hired Nurses, the Employer will allow thirty (30) minutes for a representative of the Local Union to **communicate** with the newly hired Nurses.

5.12 Distribution of Union Literature

- (a) **The Employer will provide space to the Union during Employee orientation to allow the Union to distribute Union literature related to the orientation of new Union members.**
- (b) **The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.**
- (c) **Computer Access**
Where possible, providing no additional costs are incurred by the Employer, one (1) authorized representative of each Union shall be entitled to submit for posting on the Employer's electronic communication system one electronic Union notice per month for members of the Bargaining Unit. The Employer shall determine the method of distribution. The Employer shall

review all proposed notices and retain a discretion not to post any notice that it deems unlawful or contrary to the Employer's interests, which discretion shall not be unreasonably exercised. The Union agrees to indemnify the Employer for any liability arising out of offensive or otherwise unlawful notices posted by the Union. Nothing in this Article requires a change to distribution practices that existed prior to April 1, 2015.

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 **No Other Agreements**

No Nurse(s) shall be required or permitted to make any written or verbal agreement with the Employer or its representatives, which conflict with the terms of this Agreement.

ARTICLE 6: UNION DUES AND UNION SECURITY

6.00 **Mandatory Membership**

All Nurses shall become and remain members of the appropriate Constituent Union in accordance with that Union's bylaws and constitution. Notwithstanding the foregoing, a Nurse's loss of membership in the appropriate Constituent Union shall not result in the termination of the Nurse's employment with the Employer.

6.01 **Union Dues Deductions**

(a) 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 **each Constituent** Union. The deductions for newly employed Nurses shall be in the first pay period of employment.

(b) **The amounts deducted in accordance with Article 6.01 (a) shall be remitted separately by cheque or direct deposit to each of the Unions, to a person identified by each of the Unions, within a reasonable time after deductions are made; and shall be accompanied by particulars identifying each Nurse, and the deductions made on the Nurse's behalf.**

6.02 **Union Information**

On a quarterly basis, the Employer shall provide the Union with the name, address, telephone number, hire date, classification, employment status, pay rate, of bargaining unit members.

6.03 Upon request by the Union, the Employer shall supply the Union with a list of each Nurse's biweekly earnings.

6.04 **Licensing Body Dues Deduction**

The Employer shall deduct the annual professional registration dues payable by Nurses from the salaries of Nurses. Nurses will have the option to opt out of the annual professional dues deduction annually by giving written notice prior to a date determined by the Employer. It is the responsibility of the Nurse to provide the Employer with the required information regarding licensing in a timely manner. **Nothing in this Article requires a change to submission of licensing body dues that existed prior to October 31, 2018.**

6.05 **Bargaining Unit Information**

The Employer agrees to provide the Union such information relating to Nurses in the bargaining unit as may be required by the Union for the purpose of collective bargaining.

6.06 **Liability**

The Union agrees to indemnify and save the Employer harmless against any claims arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 7 HOURS OF WORK

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 (½) 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.
- (c) **Nine and three-eighth (9 3/8) hour shifts. Paid meal and rest breaks will comprise of two (2) fifteen (15) minute paid breaks; one (1) forty-five (45) minute meal break, consisting of thirty-seven (37) minutes unpaid and eight minutes (8) paid.**
- (d) **The hours of work for Nurses who work seventy (70) hours per biweekly pay period shall normally consist of ten (10) seven (7) hour shifts.**

7.01 A Memorandum of Agreement between the **Constituent** Union and the Employer shall be concluded in advance of any agreed upon changes in regular shift length from the usual 7.5 hours, **9.375 hours** or 11.25 hours shifts.

7.02 **Shift Starting and Stopping Times**

If the starting and stopping times for the regular shifts are to change, the Nurse or Nurses involved and 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.

7.03 **Scheduling Model**

The Employer may authorize a scheduling model provided that 66% of the Nurses in the affected unit agree, operational requirements permit, the provision of services are not affected, costs are not increased and the schedule is completed within the timelines in the Collective Agreement for posting schedules. All schedules are subject to review by the Union and final approval and/or amendment by the Manager.

The model adopted will be periodically reviewed and evaluated and the Employer reserves the right to discontinue it if it determines that the above preconditions are no longer being met.

The Union and the Nurses affected will be given reasonable notice of discontinuance, no less than the length of any schedule posting period in effect. 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 Article 7.04 will apply.

7.04 **Shift Duration and Rotation Changes**

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) **eight (8) 9.375 hour shifts**
- (d) Such other combinations of shifts agreed to by the Union and the Employer that result in a total of seventy-five (75) hours worked in a two (2) week period, or
- (e) Such other combinations of shifts agreed to by the Union 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.
- (f) **In the event that an existing shift duration**
 - (i) **does not result in the provision of satisfactory service to the public;**
or

(ii) is operationally impractical for other reasons;

the Employer will consult with the Union, with the view to minimizing any adverse effects that a change to existing shift duration may have on Nurses.

(g) The Employer will give the Nurses sixty (60) calendar days advance notice of the shift requirement; and if less than the whole unit is impacted, invite expressions of interest.

(h) The expression of interest notice shall include the required:

(i) number of Nurses;

(ii) classification;

(iii) abilities, experience, qualifications, special skills and physical fitness, where applicable, reflecting the functions of the job concerned; and

(iv) shift duration.

(i) If there are more qualified volunteers than required, preference in filling the positions shall be given to the Nurses with the greatest length of seniority.

(j) If there are fewer qualified volunteers than required, the Employer shall staff the shifts with qualified Nurses, in reverse order of seniority.

(k) Nothing in this Article precludes the Employer from:

(i) maintaining any and all shift arrangements in effect prior to the signing of this Agreement;

(ii) hiring Nurses to staff a specific shift duration;

(iii) continuously assigning a Nurse to a specific shift duration at the Nurse's request, where such continuing assignment is acceptable to the Employer.

7.05 Flexible Working Hours

The Employer will, where operational requirements and efficiency of the service permit, authorize experiments with flexible working hours if the Employer is satisfied that an adequate number of Nurses have requested and wish to participate in such an experiment. Such a request must be submitted in writing.

The introduction of flexible working hours will require review by the Union.

7.06 Meal and Rest Breaks

(a) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow 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.

NSHA

- (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.

7.07 **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 7.17.
- (b) A Nurse who works more than sixteen (16) hours as set out in Article 7.07 (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.

7.08 **Posted Schedules**

Shift and standby schedules shall be posted four (4) weeks in advance of the schedule to be worked. The schedule will cover a period of not less than **two (2)** weeks and not more than twelve (12) weeks unless a longer period is mutually agreed between the **Constituent Union** and the Employer.

- (a) 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.
- (b) A Nurse may request specific days off or to exchange days off with another Nurse **within the period of the posted schedule unless otherwise approved by the Employer**. 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.

7.09 **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 **forty-eight (48)** 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 **forty-eight (48)** 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 7.18 (a), except as specified in Articles 7.17, 7.18 (b) and 7.24 (d).
- (d) Working a relief shift by the Part-Time Nurse and Casual Nurse is not a change of schedule.

7.10 **Guaranteed Work**

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

7.11 **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 **or evening** shifts between days off, unless mutually agreed otherwise.
- (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.
- (c) **Nurses shall not be required to work more than four (4) consecutive nine and three eighths (9.375) hour shifts between days off unless mutually agreed otherwise.**
- (d) The Employer will make every effort to limit the number of consecutive shifts worked.

7.12 **Rotating Shifts**

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.

7.13 **Minimum Hours Between Shifts**

- (a) There shall be a minimum of sixteen (16) hours between regularly scheduled shifts, when the shift consists of seven and one-half (7.5) hours, unless mutually agreed upon otherwise.
- (b) There shall be a minimum of twelve (12) hours between regularly scheduled shifts, when the shift consists of eleven and one-quarter (11.25) hours, unless mutually agreed otherwise.
- (c) **There shall be a minimum of fourteen (14) hours between regularly scheduled shifts, when the shift consists of nine and three eighths (9.375) hours, unless mutually agreed otherwise.**

7.14 **Days Off**

- (a) Nurses shall receive days off in accordance with the rotations as agreed to between the Employer and the Union.
- (b) **During the two (2) week period Nurses shall, whenever possible, receive two (2) days off in each calendar week or four (4) days off in each two (2) week period. At least two (2) of the days off in the two (2) week period shall be consecutive days off.**

7.15 **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.

7.16 **Smoothing**

- (A) **Where during a regular scheduled shift rotation, a fulltime Nurse may be required to work in excess of seventy-five (75) hours in a two (2) week period, additional hours shall not constitute overtime in that two (2) week period, provided the hours of work average seventy-five (75) hours per two (2) weeks of each complete cycle of the shift schedule.**
- (B) **Smoothing Reconciliation**

- (a) 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) 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.

7.17 Nursing Coverage

Nurses agree to maintain nursing coverage for all units during the shift change subject to provisions of Article 7.18.

7.18 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 ($1\frac{1}{2}x$) 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 ($2x$) 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) **In computing overtime a period of thirty (30) minutes or less shall be counted as one-half (½) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.**

7.19 **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.

7.20 **Meal Allowance**

- (a) Nurses will be provided with a meal allowance of **fifteen** dollars (**\$15**) after having worked overtime in excess of **three (3)** continuous hours beyond a regularly scheduled shift.
- (b) Where it is known to the Employer that an overtime assignment is to be in excess of **three (3)** hours, the Nurse who is required to work the overtime beyond her or his scheduled hours of work shall be granted a fifteen (15) minute paid break prior to the commencement of the overtime.

7.21 **Work Area Specific Casual Lists**

(a) **Casual Availability List**

The Employer shall maintain a Casual Availability List, which shall list all eligible Nurses who have indicated a desire to be assigned casual work. Only Nurses on the recall list, permanent part-time Nurses, and casual Nurses are eligible to be on the Casual Availability List.

(b) **Nurse(s) on Recall List**

Notwithstanding any provision of this Article, all available casual work shall be first offered to a Nurse who has recall rights provided she possesses the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. A Nurse on the Recall List may instruct the Employer to remove the Nurse's name from a Work Area Specific Casual List at the time of layoff notice or any time during the recall period as specified in Article 32.

- (c) **The Casual Availability List shall be broken down into Work Area Specific Casual Lists. The Employer reserves the right to limit the number of Nurses on a Work Area Specific Casual List and decline to add additional Nurses to the list except that a Nurse is permitted to be placed on the Work Area Specific Casual List for the Nurse's home unit.**
- (d) **Provided a Nurse possesses the necessary qualifications, skills, and abilities reflecting the functions of the job concerned, as determined by the Employer, a Nurse may have the Nurse's name placed on a Work Area Specific Casual List subject to Article 7.21(c).**
- (e) **Notwithstanding Article 7.21 (d) and that the Nurse is on the Work Area Specific Casual List for a Work Area, the Employer can bypass Nurses if it can demonstrate that the Nurse lacks necessary qualifications, skills or abilities for a specific assignment within the Work Area. Nurses may also have their name placed on other Work Area Specific Casual Lists in accordance with (i) and (j) below.**
- (f) **A Nurse on a Work Area Specific Casual List is not obliged to accept an assignment when offered. However, if a Nurse is consistently unavailable when called for work on a unit, she shall be struck from that Work Area Specific Casual List unless the Nurse has notified the Employer that she shall be unavailable for work for a specific period of time or if the offered shifts that were declined were of three (3) hours or less.**
- (g) **It is the responsibility of the Nurse to keep the Employer informed of any changes in desire to be assigned casual work.**
- (h) **The assigning order for placement on a Work Area Specific Casual List is:**
 - (i) **Nurses on the recall list in order of their seniority;**
 - (ii) **permanent part-time Nurses in order of their seniority; and**
 - (iii) **casual Nurses in order of their seniority;**
- (i) **Permanent Part-time Nurses**
 - (i) **A permanent part-time Nurse may place her name on the Work Area Specific Casual List of her work area if she wishes to be offered casual work. Such Nurse must indicate whether she wants to be offered short assignments and/or extra shifts and/or relief shifts assignments.**
 - (ii) **A permanent part-time Nurse may request that her name be placed on additional Work Area Specific Casual List. Such a request shall be considered by the Employer and the decision will be made based on operational requirements. The Nurse must notify the Manager of her home unit.**
- (j) **Casual Nurses**

A Casual Nurse is hired to a home unit. A casual Nurse may request to be placed on any Work Area Specific Casual List(s) subject to Article 7.21 (c).

- (k) The Employer may determine that a Nurse on the Work Area Specific Casual List no longer possesses the necessary qualifications, skills, and abilities as determined by the Employer, reflecting the functions of the job concerned. If the Employer determines that the Nurse is no longer qualified, the Nurse shall be struck from that Work Area Specific Casual List, in which case written notification shall be given to the Union and the Nurse.
- (l) In unusual situations, the Employer may request a Nurse who is not on a particular Work Area Specific Casual List to work in that work area. Such an assignment does not result in the Nurse being deemed qualified for the work area list.

7.22 Part-Time and Casual Nurses Availability Forms

- (i) All Part-Time and Casual Nurses shall indicate to the Immediate Management Supervisor (on the Part-Time and Casual Nurse Availability Form – Appendix I and J) whether or not the Nurse is interested in the assignment of shifts that are known prior to posting (extra shifts) and that are beyond the Nurse’s designation as a percentage of Full-Time hours.
- (ii) Part-Time and Casual Nurses are permitted to submit a revised 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 Part-Time Nurse Availability Form may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld.
- (iii) When the Nurse’s availability changes after the schedule is posted, a Part-Time Nurse may change noted availability and is responsible for advising the Employer as soon as possible.

7.23 “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 **Permanent Part-time** and Part-Time Nurses **in a Long/Short Assignment** within their home unit as equitably as possible on the basis of availability as indicated on the availability form pursuant to Article 7.22.
- (b) If extra shifts still exist on a work schedule after the process in Article 7.23 (a) is complete, the Employer may grant extra shifts to **Permanent Part-time Nurses** and Part-Time Nurses **in a Long/Short Assignment** and Casual Nurses on the Work Area Specific Casual List as equitably as possible. **Nurses on the Work Area Specific Casual List may be assigned extra shifts up to the point of the Nurse’s indicated willingness to work extra shifts as indicated on the availability form pursuant to Article 7.22.**

- (d) Extra shifts up to the point of **the Nurse's** indicated willingness to work—shall be compensated at the Nurse's regular hourly rate for the hours worked except when the Nurse works overtime in accordance with Article 7.18.

7.24 **Relief Shift Assignments**

- (a) **A relief shift Assignment becomes available after a shift schedule has been posted and does not exceed two (2) months. A relief shift Assignment shall be offered on a rotating basis to Nurses on the Work Area Specific Casual List. Where operational requirements permit, a Nurse may be assigned up to a maximum of five (5) shifts. In the event that a Nurse is missed in the rotation, the Nurse shall be offered the next available shift of the same duration.**
- (b) **A Nurse offered a relief shift is not required to accept the relief shift.** 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).
- (c) **Accepting a relief shift shall not increase the designation of Permanent Part-time Nurse.**
- (d) For clarification, a relief shift of four (4) hours or more worked by a **Permanent Part-Time Nurse, a Part-time Nurse in a long/short assignment** 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 7.18(a).

7.25 **Overtime Restrictions**

The Employer is not obliged to offer extra or relief shifts to a Nurse when she becomes eligible for overtime compensation.

7.26 **Cancelled Shifts**

- (a) Once a **Permanent** Nurse has accepted an extra or relief shift as set out in Article 7.23 or Article 7.24, the Employer may not cancel the shift without the mutual agreement of the **Permanent** 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.

7.27 **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 **Zone 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 7.28 below.

- (b) A **Permanent** 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 **twenty dollars (\$20)** for each Stand-By period of eight (8) hours or less.
- (d) The Employer shall pay a Nurse who is on Stand-By on a named holiday **forty dollars (\$40.00)** for each Stand-By period of eight (8) hours or less.
- (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 7.14.
- (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.

7.28 **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 **Constituent** Union 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 **Permanent** 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 7.27, 7.29, and 7.30.

7.29 **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 7.27.

- (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 be reimbursed for transportation to and from the work place to a maximum of ten dollars (\$10.00) per call each way. When Nurses are called back to work at a site which is not their home base, they will receive the kilometer rate or ten dollars (\$10.00) each way, whichever is greater. An Employee who is called back to work and who reports for work shall be reimbursed for parking costs.**

7.30 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.

NSGEU Registered Nurses employed at the Central Zone (former Capital District Health Authority) will be entitled to rest intervals according to the terms set out in Appendix P.

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.

7.31 Compensation Where Rest Interval Not Taken

Subject to Article 7.30, where, because operational requirements do not permit or where mutually agreeable variations between the Nurse and the Employer are not acceptable, the rest period, pursuant to Article 7.30, cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one-half (1 ½T).

7.32 Remote Consulting on Stand-by

Nurses on Stand-by who provide telephone and/or online consulting support shall, in addition to the Standby pay set out in Article 7.27, be paid the greater of:

- (a) **the total actual time spent on the phone or online consulting during the Standby period at the applicable overtime rate or**
- (b) **thirty (30) minutes per incident at the Nurse's regular hourly rate.**

7.33 **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.

7.34 **Semi-Annual Time Change**

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

ARTICLE 8: SALARIES, INCREMENTS, PREMIUMS

8.00 The rates of pay set out in Appendix "A" shall form part of this agreement.

8.01 A. **Recognition of Previous Experience Placement on the Salary Scale**

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".

8.01 B. 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.

8.02 Movement on Increment Scale - Permanent Nurses

Anniversary Date - Permanent Nurses: The date of the first shift worked in a **Permanent 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.
- (c) 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.
- (d) 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.

8.03 **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.

8.04 **Pay Practices**

The Constituent Unions and the Nurses will be notified in writing by the Employer not less than sixty (60) days in advance of a change to the pay practices.

8.05 **Education and Educational Premiums**

Education and Educational Premiums are detailed in Appendix "B" for each Constituent Union.

B1 – NSNU Nurses NSHA (former DHA 1 - 9)

B2 – NSGEU Registered Nurses Central Zone (former DHA 9)

B3 – NSGEU Licensed Practical Nurses Central Zone (former DHA 9)

B4 – NSGEU Nurses in PHACC

B5 – CUPE Licensed Practical Nurses Western Zone (former DHA 1 – 3)

B6 – Unifor Licensed Practical Nurses in Eastern Zone (former DHA 8)

8.06 **Shift Premium**

A shift differential premium shall be paid to a Nurse for each hour worked between 19 00 hours and 07 00 hours. **Nurses shall continue to receive the hourly shift premium rate they received prior to the effective date of this Agreement, subject to the following increases:**

(a) **Increase of fifteen (15) cents (\$0.15) effective the date of this Agreement;**

(b) **Increase of fifteen (15) cents (\$0.15) effective August 1, 2019;**

(c) **Increase of twenty (20) cents (\$0.20) effective October 31, 2020.**

8.07 **Weekend Premium**

A weekend premium shall be paid to a Nurse for each hour worked between 00 01 Saturday and 07 00 Monday. The weekend premium shall be paid in addition to the shift differential premium. **Nurses shall continue to receive the hourly shift premium rate they received prior to the effective date of this Agreement, subject to the following increases:**

- (a) Increase of fifteen (15) cents (\$0.15) effective the date of this Agreement;
- (b) Increase of fifteen (15) cents (\$0.15) effective August 1, 2019;
- (c) Increase of twenty (20) cents (\$0.20) effective October 31, 2020.

8.08 Acting Pay

- (a) Where a Nurse is designated to perform for a temporary period of three (3) or more consecutive days, the principal duties of a higher position, the Nurse shall receive the rate for that classification. Where the classification rate is on an increment scale, the Nurse shall receive an increase in pay that approximates one increment step (based on the Nurse's current scale) increase over the Nurse's current increment rate or the maximum for the position; whichever is less.
- (b) Acting pay shall not be paid to the Nurse where the Nurse's current position normally requires periodic substitution in the higher position, as defined by the position specification, title, and salary range.
- (c) Acting pay provisions shall not apply in series classifications of positions.
- (d) Acting pay provisions do not preclude the right of the Employer to assign duties of any Nurse among remaining Nurses of the work unit where temporary absences occur.
- (e) In the event that a Nurse remains in an acting capacity in a position excluded from the bargaining unit for a period in excess of eighteen (18) months the provisions of 11.05 (d) shall apply.

8.09 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.

8.10 Patient Care Charge Pay

- (a) A Nurse designated as being "in charge" of a patient care unit in the absence of a **Manager, Charge Nurse, Permanent 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.
- (c) 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.

8.11 Charge Nurse

- (a) **During the on-duty hours of the Manager, a Nurse designated to be a Charge Nurse shall receive pay equivalent to eight percent (8%) higher than her existing rate of pay.**
- (b) **When the Employer identifies a need for a Charge Nurse that it anticipates shall last at least 30 days, and not exceeding 18 months, the Employer may appoint from within the unit where the need has been identified. The Employer shall not appoint a Charge Nurse to consecutive terms unless there is no other qualified Nurse on the Unit.**

8.12 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 **members of the Constituent Union**. This number may be increased by mutual agreement of the Employer and the Union.

- (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.

8.13 Nurse Identity

Effective **April 1, 2019**, 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.

NSGEU Nurses are exempt from this Article.

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 A. New Classification

- (a) **When a new classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) days' written notice in advance.**

- (b) If the parties are unable to agree on the rate of pay for the new classification, the Union may refer the matter to a single Arbitrator who shall determine the new rate of pay.
- (c) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the Arbitrator but, in any event, not earlier than the date of implementation of the classification.

8.15 B. Classification Appeal Procedure

A Nurse shall have the right to appeal the classification of the position the Nurse occupies. Such an appeal shall be in accordance with the provisions of this Article and shall not be considered a grievance under the Agreement. The provisions of Article 9.06 shall apply in respect to the appeal procedures set out in this Article. Where operational requirements permit and on reasonable notice, the Employer shall grant leave with pay to a Nurse for the purpose of attending meetings regarding the appeal process.

- (a) If a Nurse believes that the position the Nurse occupies is improperly classified because the Nurse believes the duties and/or responsibilities of the Nurse's position have substantially altered during the term of the collective agreement, the Nurse shall notify the Nurse's immediate management supervisor, in writing, of such.
- (b) The Employer shall, upon request, provide the Nurse with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) If there is a dispute between the immediate management supervisor and the Nurse concerning the classification of the position the Nurse occupies, or if the Nurse believes there is a conflict between the classification standards or position description and the statement of duties, the Nurse may initiate a formal appeal in writing to Human Resources – Compensation. Human Resources- Compensation shall respond in writing to the Nurse within thirty (30) days of the receipt of such appeal.
- (d) If the foregoing procedure does not lead to a satisfactory resolution, within sixty (60) days of receipt of the reply, the matter may be submitted to the Classification Appeal Tribunal which shall make a final binding decision in accordance with the procedures set out in this Article.
- (e) A Nurse shall have the right of Union representation in respect to any appeal submitted to or proceeding before the Tribunal.
- (f) The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the Employer of the Nurse's written appeal submitted pursuant to 8.16 B. (c).

C. Classification Appeal Tribunal

- (a) A Classification Appeal Tribunal shall be established to make final and binding decisions on a dispute concerning the classification of the position a Nurse occupies.
- (b) The Classification Appeal Tribunal shall be comprised of three (3) members. One member of the Tribunal shall be nominated by the Employer, and one member shall be nominated by the Union. The third member, who shall be the chairperson, shall be appointed on the mutual agreement of the parties. If the parties fail to appoint a member or if the parties fail to agree upon the chairperson within thirty (30) days, the chairperson shall be appointed by the Department of Labour and Advanced Education.
- (c) The Tribunal shall, within thirty (30) days of the receipt of an appeal, review the appeal and may hold a hearing on the appeal. If either party to the Agreement requests a hearing, such hearing shall take place in accordance with the procedure set out in this Article.
- (d) The Tribunal shall decide the issue of the proper classification for the position in question based on the existing classification systems.
- (e) The Tribunal may determine its own procedure and shall have the power to issue such orders, notices, directives, declarations as it considers necessary, and such other powers conferred upon an arbitrator under the provisions of the *Arbitration Act*.
- (f) The Tribunal shall not:

 - (1) alter any position descriptions and/or classification standards determined by the Employer;
 - (2) entertain an appeal based solely on the grounds of the inadequacy of the pay rates negotiated for the classification assigned to the position occupied by the appellant Nurse;
 - (3) entertain an appeal in respect to a position that has been considered by it within the previous twelve (12) months.
- (g) A decision of the majority shall be the decision of the Tribunal. Where there is no majority decision, the decision of the chairperson shall be the decision of the Tribunal.
- (h) The Tribunal shall render its decision on a dispute under this Article within sixty (60) days of the matter being submitted to it, or at such later time as may be mutually agreed by the parties.
- (i) The Tribunal shall communicate its decision and reasons therefore in respect to the appeal in writing to the Nurse, the Employer and the Union.

- (j) **The decision of the Tribunal is final and binding on all parties and no Nurse shall have grievance rights in respect of a decision of the Tribunal.**
- (k) **The Employer and the Union shall each pay the cost of their Classification Appeal Tribunal nominee, nominated pursuant to Article 8.15 C. (b), and the Employer and the Union shall share equally in all other costs of the Classification Appeal Tribunal, including the cost of the Chairperson.**

8.16 **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 of the Collective Agreement or as expressly stated in the Collective Agreement.

8.17 **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, **2014** 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.

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, 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 **Permanent** Nurse may choose to work for the Employer while on a Leave of Absence. Whether a **Permanent** 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 **Permanent** Nurse agrees to work while on an approved Leave, the Nurse maintains the status of a **Permanent** Nurse on Leave. Any rights or protections he or she would have while on the Leave are maintained.
- (c) When a **Permanent** 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**

- (a) 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, **or because a Nurse finds it necessary to seek permission to leave prior to the end of the regular shift** all absent time will be deemed to be leave, and the Nurse has the option to:
 - (i) take the absent time as unpaid; or
 - (ii) deduct the absent time from accumulated overtime, holiday time or vacation; or
 - (iii) 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.
- (b) 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.
- (c) **Notwithstanding Article 9.03(a) lateness beyond the beginning of a Nurse's regular shift starting time shall not be subject to the provisions of Article 9.03 (a)(i), (ii), or (iii), where the lateness is justified by the Nurse being able to establish to the satisfaction of the immediate management supervisor that every reasonable effort has been made by the Nurse to arrive at her work station at the scheduled time**

- (d) **In determining reasonable effort pursuant to Article 9.03 (c) the Employer shall have regard to the personal circumstances of the Nurse (e.g. place of residence, family responsibilities, transportation problems, car pools)**

9.04 **Bereavement Leave**

Immediate Family is defined in Article 4.09 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 **three (3) days** in the event of death of the Nurse's brother-in-law or sister-in-law **where the relationship is current at the time of death.**
- (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. **A Nurse may be granted up to two (2) days for travel without pay for the purposes of attending the funeral. The Nurse may elect that such bereavement leave be paid by charging the time to the Nurse's accumulated vacation, accumulated holiday, or accumulated overtime.**
- (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.

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 **in accordance with the *Labour Standards Code***, 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 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.

- (c) 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.
- (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.
- (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) **In this Article "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a Federal or Provincial or municipal election.**
- (c) **A Nurse's leave of absence to be a candidate shall terminate on the day the successful candidate in the election is declared elected unless, on or before**

the day immediately after ordinary polling day, the Nurse notifies the Employer that the Nurse wishes the leave of absence to be extended for such number of days, not exceeding ninety (90), as the Nurse states in the notice and in such case the leave of absence shall terminate as stated in the notice.

- (d) 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.
- (e) Upon return, the Nurse will be placed in a position **in accordance with Article 9.02(b)** 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.
- (f) **During the Nurse's leave of absence to be a Candidate, the Nurse shall not be paid but the Nurse, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the Nurse were not on a leave of absence and to medical and health benefits, long term disability coverage and life insurance coverage, or any one or more of them, if the Nurse pays both the Nurse's and Employer's share of the cost.**

9.08 Deferred Salary Leave

The terms of the Deferred Salary Leave Plan are detailed in Appendix "D".

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 **in accordance with Article 9.02 (b)** 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.

9.10 Return of Service

- (a) The Employer may enter into individual return of service agreements with Nurses in relation to educational programs which extend for a period of three (3) calendar months or more and where participation in the program by the Nurse is voluntary. The Union shall be a party to all such agreements.
- (b) 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.

9.11 Nurse Educators/Nursing Instructors (Post RN Faculty)/Clinical Nurse Educators' Sabbatical Leave

- (a) A Nurse Educator, Nursing Instructor (Post RN Faculty) or a Clinical Nurse Educator who has completed seven (7) years' service in that position or its predecessor may be granted Sabbatical Leave for a period of up to ten (10) months for the purpose of undertaking research or projects of a developmental nature which, in the opinion of the Employer, relate to the Nurse's field of teaching or will improve the Nurse's competence.
- (b) The Nurse shall make application in writing for Sabbatical Leave to the Employer no later than December 15, prior to the normal teaching year for which the leave is required. The Employer shall advise the Nurse of the decision no later than March 15 following the date of the Nurse's application.
- (c) Leaves of absence for sabbatical purposes shall not be unreasonably denied.

9.12 Secondment

Where a Nurse is being seconded from the Employer to a position involving the Health Sector of the Broader Public Sector, the terms and conditions of the secondment agreement will be established by agreement of the Employer and the Union.

9.13 Military Leave

- (a) Where operational requirements permit, a Nurse may be granted leave of absence with pay to a maximum of two (2) weeks for the purpose of taking military training or serving military duty.

- (b) A Nurse who is given leave of absence with pay pursuant to this Article shall have deducted from the Nurse's salary an amount equal to the amount paid by the Department of National Defence to the Nurse as salary.
- (c) Where a Nurse uses vacation entitlement for the purpose of taking military training or serving military duty pursuant to this Article, the Nurse shall receive full salary from the Employer notwithstanding amounts paid to the Nurse by the Department of National Defence.

9.14 Leave for Parent of a Critically Ill Child

Nurses shall be granted Leave for Parent of a Critically Ill Child in accordance with the *Labour Standards Code* of Nova Scotia.

9.15 Domestic Violence, Intimate Partner Violence or Sexual Violence Leave

Nurses shall be granted Domestic Violence Leave in accordance with the *Labour Standards Code* of Nova Scotia.

ARTICLE 10 – VACATIONS AND HOLIDAYS

10.00 Annual Vacation Entitlement

- (a) A Nurse shall be entitled to receive annual vacation leave with pay:
 - (i) each year during her first forty-eight (48) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; and
 - (ii) each year after forty-eight (48) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; and
 - (iii) each year after one hundred and sixty-eight (168) months of service at the rate of two and one-twelfth (2-1/12) days for each month of service; and
 - (iv) each year after two hundred and eighty-eight (288) months of service at the rate of two and one half (2 1/2) days for each month of service.
- (b) A Nurse who, as of February 19, 2001, has earned entitlement to more vacation than provided for in Article 10.00(a) of the collective agreement by virtue of her terms and conditions of employment with a predecessor employer shall retain that entitlement. Any future increase in vacation entitlement for such Nurses shall be pursuant to Article 10.00(a).

10.01 Vacation Year

The vacation year shall be April 1 to March 31, inclusive.

10.02 Authorization

A Nurse shall be granted vacation leave at such time during the year as the immediate management supervisor determines.

10.03 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The Nurse shall advise the immediate management supervisor in writing of three (3) or more choices of vacation preference listed in order of priority as soon as possible for the following vacation year but by February 1st for vacations in the period April 1st to September 30th and shall include requests for vacations during the December holiday period (December 16 to January 4) and/or March Break (the second and third calendar weeks of March) vacations for the following year, and by August 1st for vacations in the period October 1st to March 31st. The Employer will post approved vacations in writing by March 15th and September 15th respectively.
- (b) Preference in vacation schedule shall be given to those Nurses with greater length of seniority.
- (c) After the vacation schedule is posted, if operational requirements permit additional Nurse(s) to be on vacation leave, such leave shall be offered to Nurses on a work unit by seniority to those Nurses who may have requested the leave but were denied the leave for their request submitted before February 1st or August 1st. Any additional vacation shall be granted on a first come, first serve basis.

10.04 Vacation Request Approval

Subject to the operational requirements of the service, the Employer shall make every reasonable effort to ensure that a Nurse's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the Nurse's written request, the immediate management supervisor shall:

- (a) give the reason for disapproval; and
- (b) make every reasonable effort to grant a Nurse's vacation leave in the amount and at such time as the Nurse may request in an alternative request.

Where operational requirements necessitate a decision by the Employer to place a restriction on the number of Nurses on vacation leave at any one time, preference shall be given to the Nurses with the greatest length of seniority.

10.05 Restriction on Numbers of Nurses on Vacation

- (a) During the peak vacation period, commencing the second full week of June and ending after the second full week of September of each year, preference

for a period of up to four (4) complete weeks of unbroken vacation or any part of a week shall be given to Nurses with the greatest length of seniority. To exercise this preference, a Nurse need not pick consecutive weeks.

- (b) After each Nurse has been granted vacation in accordance with Article 10.05(a), all remaining vacation entitlement shall be granted in accordance with seniority. Once seniority has been exercised for the period of up to four (4) complete weeks or any part of a week, remaining requests will be granted by seniority, i.e. all second requests and then all third requests.
- (c) After the vacation schedule is posted, if operational requirements permit additional Nurses to be on vacation leave, such leave shall be offered by seniority to Nurses provided the Nurses requested that time in accordance with Article 10.04(a).

10.06 Unbroken Vacation

Except during the period of time referred to in Article 10.05, where operational requirements permit, the Employer shall make every reasonable effort to grant to a Nurse her request to enjoy her vacation entitlement in a single unbroken period of leave.

10.07 Vacation Carry Over

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the immediate management supervisor, be carried over to the following year, but shall lapse if not used before the close of that year. Request for vacation carry over entitlement shall be made in writing by the Nurse to the immediate management supervisor not later than January 31st of the year in which the vacation is earned, provided however that the immediate management supervisor may accept a shorter period of notice of the request. The immediate management supervisor shall respond in writing within one (1) calendar month of receiving a Nurse's request.
- (b) A Nurse scheduled to take vacation and who is unable to do so within the vacation year due to illness, injury, or where operational requirements prevent the immediate management supervisor from scheduling vacation shall be entitled to carry over this unused vacation to the subsequent year.

10.08 Accumulative Vacation Carry Over

A Nurse, on the recommendation of the immediate management supervisor and with the approval of the Employer, may be granted permission to carry over five (5) days of her vacation leave each year to a maximum of twenty (20) days, if in the opinion of the immediate management supervisor, it will not interfere with the efficient operation of the Department.

10.09 Use of Accumulated Vacation Carry Over

The vacation leave approved pursuant to Article 10.08 shall be used within five (5) years subsequent to the date on which it was approved and shall lapse if not used within that period unless the immediate management supervisor recommends that the time be extended and the recommendation is approved by the Employer.

10.10 Borrowing of Unearned Vacation Credits

With the approval of the Employer, a Nurse who has been employed for a period of five (5) or more years may be granted five (5) days from the vacation leave of the next subsequent year.

10.11 Nurse Compensation Upon Separation

A Nurse, upon separation from employment, shall be compensated for vacation leave to which the Nurse is entitled.

10.12 Employer Compensation Upon Separation

A Nurse, upon separation from employment, shall compensate the Employer for vacation which was taken but to which the Nurse was not entitled.

10.13 Vacation Credits Upon Death

When the employment of a Nurse who has been granted more vacation with pay than the Nurse has earned is terminated by death, the Nurse is considered to have earned the amount of leave with pay granted to the Nurse.

10.14 Recall from Vacation

The Employer will make every reasonable effort not to recall a Nurse to duty after the Nurse has commenced vacation leave or to cancel vacation once it has been approved.

10.15 Reimbursement of Expenses upon Recall

Where, during any period of approved vacation, a Nurse is recalled to duty, the Nurse shall be reimbursed for reasonable expenses, subject to the provisions of Article 23, that the Nurse incurs:

- (a) in proceeding to her place of duty;
- (b) in returning to the place from which the Nurse she was recalled if the Nurse immediately resumes vacation leave upon completing the assignment for which she was recalled; and
- (c) 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.

In addition to the above, a Nurse shall be compensated at two (2) times her regular rate of pay for time worked during the period of recall from vacation.

10.16 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 10.14 and 10.15 shall either be added to the vacation period, if requested by the Nurse and approved by the Employer, or reinstated for use at a later date.

10.17 Illness During Vacation

If a Nurse becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days during vacation, and such illness is supported by a medical certificate from a legally qualified medical practitioner on such form as the Employer may from time to time prescribe, the Nurse will be granted sick leave and her vacation credits restored to the extent of the sick leave. The form is to be provided to the Employer immediately upon the return of the Nurse. If the Nurse does not have access to the Employer's form, the Nurse shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:

- (a) the date the Nurse saw the physician;
- (b) the date the Nurse became ill;
- (c) the nature of the illness; and
- (d) the duration, or the expected duration of the illness.

Upon the Nurse's return, she shall sign an authorization if requested by Occupational Health Services, permitting the physician to clarify or elaborate on the nature of the Nurse's illness or injury, as it relates to this claim, to Occupational Health Services in accordance with the applicable Sick Leave Appendix.

APPENDIX "K"	NSNU NSHA (DHA's 1-9)
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10.18 Holidays

The holidays designated for Nurses shall be:

- 1. New Year's Day
- 2. Heritage Day
- 7. 1st Monday in August
- 8. Labour Day

- | | |
|-------------------------|--|
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Sunday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. July 1 st | 12. Boxing Day |
| | 13. one-half (½) day beginning at 12:00 noon on Christmas Eve Day |

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.

Davis Day - The parties recognize the significance of Davis Day for Unifor members in Cape Breton. When a Unifor member requests the day of June 11th off in accordance with Article 14 the Employer will schedule the Nurse accordingly, subject to operational requirements. Davis Day is not a recognized paid holiday and premium pay for that day will not apply.

10.19 Exception

Article 10.18 does not apply to a Nurse who is absent without pay on both the working day immediately preceding and the working day following the designated holiday.

10.20 “Holiday” means:

- (a) **In the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half of the shift falls on a day designated as a holiday in this Agreement.**
- (b) **in any other case, the 24-hour period commencing at 00 01 hrs. of a day designated as a holiday in this agreement.**

10.21 Holiday Falling on a Day of Rest

When a day designated as a holiday coincides with the Nurse’s day of rest, the Employer shall grant the holiday with pay on either:

- (a) **the working day immediately following her day of rest; or**
- (b) **the day following the Nurse’s annual vacation; or**
- (c) **another mutually acceptable day between the Employer and the Nurse.**

If the holiday is not scheduled in accordance with (a) or (b) or (c), above, it will be paid.

10.22 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. **In addition, the Employer will make every reasonable effort to schedule a Nurse in such a manner that they do not work the same holiday (Christmas Day or New Year's Day) that they worked on the unit the previous year, unless otherwise mutually agreed.**

- (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.

10.23 Compensation for Work on a Holiday

- (a) **Where a Nurse is regularly scheduled to work, in accordance with Article 7, and the Nurse's regularly scheduled day of work falls on a paid holiday, as defined in Article 10.18, the Nurse shall receive compensation equal to two and one-half (2 ½) times the Nurse's regular rate of pay as follows:**
 - (i) **compensation at one and one-half (1½) times the Nurse's regular rate of pay, including the holiday pay, for the hours worked on the holiday; and**
 - (ii) **time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time subject to Article 10.30.**
- (b) **Where time off with pay in lieu of the holiday has not been granted in accordance with Article 10.23(a)(ii), compensation shall be granted at the Nurse's regular rate of pay for those hours worked on the holiday.**

10.24 Overtime on a Holiday

- (a) **Where a Nurse is required to work overtime on a paid holiday, as defined in Article 10.18, the Nurse will receive compensation equal to 3.33 times the Nurse's regular rate as follows:**
 - (i) **compensation at 2.33 times the Nurse's regular rate of pay, including the holiday pay, for the hours worked on the holiday; and**
 - (ii) **time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time subject to Article 10.30.**
- (b) **Where time off with pay in lieu of the holiday has not been granted in accordance with Article 10.24 (a)(ii), compensation shall be granted at the Nurse's regular rate of pay for those hours worked on the holiday.**

10.25 If a **permanent Nurse or a Nurse in a long/short assignment** 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 **10.24**.

10.26 Illness on a Paid Holiday

- (a) A Nurse who is scheduled to work on a paid holiday, as defined in Article 10.18, and who is unable to report for work due to a reason covered by **the applicable Sick Leave Appendix** shall receive sick leave for that day, and shall be granted time off in lieu of the holiday at a mutually acceptable time **in accordance with Article 10.23**.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 10.26 (a), compensation shall be granted at the Employee's regular rate of pay for those hours.
- (c) A Nurse who is on a **period of Sick Leave and not scheduled to work on the holiday** or is on Short Term Illness pursuant to **the applicable Sick Leave Appendix** shall be deemed to have received the holiday pay on the day designated as a holiday.

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10.27 Time Off in Lieu of Holiday

In no case shall the total time off in lieu of a holiday referred to in Articles 10.23 (a) (ii), 10.24 (a) (ii) and 10.29 exceed the equivalent of one complete shift.

10.28 Time Off in Lieu for Part-time and Job Share Nurses

Where a part-time Nurse or a Nurse in a job sharing arrangement works on a holiday, in addition to compensation at the applicable rate, the Nurse will receive time off with pay in lieu of the holiday, on an hour for hour basis, at a mutually acceptable time in accordance with Article 10.23.

For purposes of clarity it is understood that a part-time Nurse or a Nurse in a job sharing arrangement would receive time off in lieu of the holiday in the amount of 7 hours for 7 hours worked, 7.5 hours for 7.5 hours worked, 9.375 hours for 9.375 hours worked, and 11.25 hours for 11.25 hours worked.

10.29 Religious Day in Lieu

A Nurse who is entitled to time off with pay in lieu of Good Friday, Easter Sunday, Christmas and/or Boxing Day pursuant to Article 10.21 (c), 10.23 (a) (ii) and/or 10.24 (a) (ii) may take such time with pay in lieu at a time that permits the Nurse to observe a holy day of the Nurse's own faith. The Nurse shall advise the Nurse's immediate management supervisor in writing of the Nurse's desire to take such day(s) off in lieu as soon as possible but before March 1st in each year and the immediate management supervisor will endeavour to grant the request where operational requirements permit.

10.30 Carry Over Bank Holiday Time

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. **Banked Holiday Time may be taken at a mutually agreed time between the Nurse and Employer.** At the end of each quarter, the Employer may pay out any unscheduled holiday leave down to 22.5 hours.

10.31 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.

ARTICLE 11: SENIORITY

A. Seniority

11.00 (a) Permanent Seniority

Permanent Seniority shall be the seniority date with which a Nurse was credited as an Employee at April 1, 2015 in the bargaining unit. Subject to 11.00(c), permanent seniority for those hired after April 1, 2015 will be defined as the most recent date of hire into a permanent position in the bargaining unit.

(b) Casual Seniority

Casual Seniority shall be the seniority with which a Nurse was credited as an Employee as of April 1, 2015 in the bargaining unit plus hours worked on and after April 1, 2015. Subject to 11.02(d) Casual Seniority will be defined as the accrual of hours worked since the most recent date of hire into a casual position in the bargaining unit.

(c) Nurses Seniority shall be transferrable as follows:

- (i) Should a member of any bargaining unit at the NSHA be the successful candidate for a permanent position in the NSHA Nursing Bargaining unit, that Nurse shall keep and transfer their seniority to their new Nursing Bargaining Unit position at the NSHA.**
- (ii) Should a member of any bargaining unit at the IWK be the successful external candidate for a permanent position in the NSHA Nursing**

Bargaining Unit, that Nurse shall keep and transfer their seniority to their new Nursing Bargaining Unit position at the IWK.

(d) Same Date Seniority

(i) Permanent Nurses

In the event that two or more **Permanent** 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 **Permanent** 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.

(iii) Transfer of Seniority

In the event that a Nurse who transfers seniority as per Article 11.00(c) has the same Seniority date as a current Bargaining Unit member(s), the Nurse who transfers 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) **When a Nurse transfers from a permanent position to a casual position, the Nurse's hours worked shall be used to establish Nurse's accrual of hours for the Nurse's date of hire in the casual position. In no case will any Nurse accrue more than 1950 hours seniority per year for the purposes of the above.**

(b) A Casual Nurse while working in a **long/short assignment** shall have hours ~~paid~~ **worked** while in the **long/short assignment** accumulate on the Casual Seniority list.

(c) A Nurse hired directly to a **long/short assignment** shall be a Casual Nurse and accumulate Casual Seniority for the hours **worked** in the **long/short assignment**. In the event the Nurse becomes a Casual Nurse and continues in an employment relationship at the completion of the **long/short assignment** the Casual Seniority shall continue to accumulate.

(d) Conversion of Casual Seniority to Permanent Seniority

When a Nurse transfers from a casual to a permanent position, the Nurse's Casual seniority hours will be divided by 1950 and assigned a calendar value which will determine the Nurse's permanent seniority date, which will be prior to the date of hire into a permanent position.

- (e) **Seniority will be calculated in the same fashion for Nurses whose full time hours are 1820 or 2080 hours per year, except 1820 or 2080 hours will be substituted for 1950 in the calculations set out herein.**

11.03 Seniority Lists

- (a) The Employer shall post a current **Permanent** Seniority List for **Permanent** Nurses (with separate lists for Registered Nurses (including Nurse Practitioners) and Licensed Practical Nurses and a Casual Seniority List for Casual Nurses (with separate lists for Registered Nurses (including Nurse Practitioners) and Licensed Practical Nurses annually in February for sixty (60) days and provide a copy to 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 and shall be deemed to be correct and accurate in all respects.
- (c) **A Nurse who is absent from work for any part of the sixty (60) day posting period shall have thirty (30) days from the date of the Nurse's return to work to object in writing to the seniority date. However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) days from the Nurse's return to work, the posted seniority date for the Nurse will be considered to be the Nurse's seniority date for all purposes.**
- (d) 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.
- (e) The **Permanent** Seniority List for **Permanent** 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

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 **from employment**.
- (c) **The Nurse** retires from employment **subject to Article 11.04(f)**.
- (d) After recall, the Nurse fails to notify the Employer as set out in Article 11.32 unless such notice was not reasonably possible.
- (e) The Nurse is laid-off for more than **fifteen (15) months without recall as per Article 32**.
- (f) A Nurse who retires from employment loses employment and Service, but if within six (6) months of the retirement, the Nurse returns to work **at the NSHA or IWK** the Nurse will maintain the Seniority the Nurse had prior to retirement and may accumulate additional Seniority on either a Casual or **permanent** basis depending on the status of the appointment after retirement.

11.05 **Temporarily Working in a Position Outside the Bargaining Unit**

- (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 **eighteen (18) months**.
- (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 **Zone 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 **eighteen (18) months**.

ARTICLE 12 – JOB POSTINGS

12.00 **Determining Vacancies**

Where:

- (i) A **permanent** vacancy exists; or
- (ii) A new position is created; or
- (iii) **a Long Assignment is created**

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 **32**, a notice shall be posted.

12.01 **Job Posting**

- (a) **When a new permanent position, a permanent vacancy, or a Long Assignment is created within the bargaining unit, the Employer shall post an electronic notice of such position. In work locations where electronic job postings are not possible or practical, a list of job postings will be placed in a visible location.**

- (b)
 - (i) **The posting of a permanent position or vacancy, shall be for a minimum of ten (10) calendar days.**
 - (ii) **The posting of a Long Assignment shall be for a minimum of five (5) calendar days**

- (c) **Should a Short Assignment not be able to be filled in accordance with Article 38.03, the posting of a Short Assignment shall be for a minimum of five (5) calendar days.**

- (d) **The notice posted shall indicate:**
 - (i) **the classification and work area;**
 - (ii) **whether the posting is for a permanent position, or a Long or Short Assignment (if necessary);**
 - (iii) **the expected duration of the Assignment; and**
 - (iv) **whether the appointment is full-time or part-time, and any applicable part time designation;**
 - (v) **an overview of the skills, abilities and qualifications required.**

- 12.02 Should a **Long or Short Assignment** subsequently become a permanent position, it shall be posted and filled in accordance with Article 12.00.
- 12.03 If the Employer does not intend to fill a vacancy it shall notify a Representative of the **Constituent Union**.
- 12.04 The Employer shall make every effort to maximize the number of **Permanent Positions** and minimize the number of **Long/Short Assignments**.
- 12.05 Notwithstanding Article 38.07, a Nurse filling a **Long/Short assignment** may apply for or commence a **Permanent Position**.
- 12.06 (a) A **Permanent Nurse** who fills any type of **Long/Short Assignment** shall maintain their status and has the right to return to their **Permanent Position** upon completion of the **Long/Short Assignment**.
- (b) In the event that a **Long/Short Assignment** 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.
- (c) **In the event a Nurse chooses to return to the Nurse's previous position or casual status**, in accordance with this **Article 12.06 (b) the Nurse may, with mutual agreement**, continue in the position for a maximum of sixty (60) days, while a replacement is found.
- 12.07 The Employer shall only consider applications received by Human Resources by the closing date and time indicated on the posting.
- 12.08 **Notification of Successful Applicant**
- The name of the successful applicant shall normally be provided to the **the Union Chairperson of Zone Labour Management Committee** within fourteen (14) calendar days of the appointment to the position.
- 12.09 **Filling Vacancies**
- (a) Subject to the displacement, lay off and recall provisions of this Agreement, in determining the successful candidate when filling a **Permanent** position, **Permanent 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, **Permanent Seniority** takes precedence over Casual Seniority.

- (d) **Job posting decisions premised on a Casual Nurse's seniority will be based on the Casual Nurse's seniority on the last day of the pay period prior to the day of the posting deadline.**
- (e) **Only those postings which cannot be filled with a qualified Nurse from the Bargaining Unit will be available for filling from outside the Bargaining Unit.**
- (f) **Positions will be awarded to the successful candidate as soon as is reasonably possible following the closing date for the job posting.**

12.10 **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.

12.11 **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.

12.12 **Unsuccessful Candidate**

An unsuccessful applicant from the Bargaining Unit may, within 10 days of notification of the awarding of the position, make a request for an explanation as to why the Nurse was not granted the position. The Employer shall provide an explanation to the Nurse as soon as practicable after receipt of the request. The time limit for the filing of a grievance under Step One of the Grievance Procedure shall run from the date the Nurse receives the explanation from the Employer.

12.13 **Grievance/Arbitration**

Notwithstanding any other provision of this Agreement, for the purposes of this Article, a Nurse has the right to grieve any filling of a vacancy or Assignment in the bargaining unit.

12.14 Conditional Appointment

Where the Employer deems it necessary to recruit Nurses from within the bargaining unit who do not meet the qualifications of the position but are currently enrolled in a program leading to meeting the qualifications in a reasonable time period as determined by the Employer, such Nurses may be appointed to the position on a training basis with the condition that the Nurse obtain the required qualifications within that time period. Failure of the Nurse to achieve the required qualifications within the agreed time period or any mutually agreed extension to such time period will result in the Nurse being returned to their former position or to an equivalent position where their former position is not available. Notwithstanding any other provisions of this agreement, the Employer shall not be responsible for providing any financial assistance to the Nurse to complete the program or obtain qualifications.

12.15 Multi-Unit/Multi-Site Positions

- (a) 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. **The units will be identified in the job posting.****
- (b) For the purposes of Article 12.15(a), “same service” refers to an established division within a healthcare organization that serves an identified patient population with similar nursing care needs.**
- (c) Multi-Unit/Multi-Site positions in the Halifax Regional Municipality will be within a driving distance of fifty (50) km and for all other Multi Unit/Multi Site positions within a driving distance of seventy-five (75) km.**
- (d) Only Nurses who apply for or seek placement, displacement or recall to a Multi-Unit or Multi-Site position can be assigned to work in such a position on a permanent basis.**
- (e) When posting a Multi-Unit/Multi-Site Position the Employer shall designate **the site where the Nurse will spend the majority of their work time** 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; and**
 - (iv) **Determining Constituent Union and entitlements that are specific to a Constituent Union (e.g. sick leave, retiree benefits)****

- (f) **Travel for Nurses in a Multi-Unit/Multi-Site position shall be reimbursed in accordance with the Employer's travel policy. Time spent travelling between units that occurs during a scheduled shift will be considered time worked.**

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 **seventy- eight (78)** 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 **seventy-eight (78)** 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.

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- (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 applicable Sick Leave Appendix.**

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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 **one (1) week** before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the **one (1) week** waiting period, less any other deductions received by the Nurse during the benefit period;
 - (ii) **Where the Nurse has served the one (1) week waiting period in Article 13.04 (b) (i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Nurse is eligible to receive and ninety-three percent (93%) of their 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 that period.**

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

13.05 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 **seventy eight (78)** 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 **seventy eight (78)** 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 **seventy eight (78)** 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 **seventy eight (78)** weeks. This leave:
 - (i) shall begin on a date coinciding with the arrival of the child or children in the Nurse's home; and
 - (ii) shall end not later than **seventy eight (78)** weeks after the leave began.

13.06 **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:
 - (ii) Where the Nurse is subject to a waiting period of **one (1) week** before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of her/his weekly rate of pay for each week of the **one (1)** week waiting period, less any other earnings received by the Nurse during the benefit period;
 - (ii) **Where the Nurse has served the one (1) week waiting period in Article 13.06 (b) (i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Nurse is eligible to receive and ninety-three percent (93%) of their 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 that period; and**
 - (iii) **Up to a maximum of ten (10) additional weeks,**
 - a. **where the Nurse is in receipt of Standard E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Parental Benefits the Nurse is eligible to receive and ninety-three per cent (93%) of the Nurse's weekly rate of pay;**
 - b. **where the Nurse is in receipt of Extended E.I. Parental Benefits, the payments will be equivalent to the difference between the Weekly Standard E.I. Benefits the Nurse is**

would have been eligible to receive and ninety-three percent (93%) of the Nurse's weekly rate of pay;

- (c) For the purposes of this article, "Standard E.I. Parental Benefits" means the E.I. benefits paid to a Nurse who is taking a parental leave of up to thirty-five (35) weeks and "Extended E.I. Parental Benefits" means the E.I. benefits paid to a Nurse who is taking a parental leave greater than thirty-five (35) weeks.
- (d) 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.
- (e) 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.
- (f) The Employer will not reimburse the Nurse for any amount she/he is required to remit to Human Resources Development Canada where her/his annual income exceeds one and one-half ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

13.07 **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 **Permanent** Nurse reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the **Permanent** 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 **Medical, Extended Health, Group Life and any other Employee benefit plan including 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.

The Employer shall notify the Nurse of the option and the date beyond which the option referred to in this Article may no longer be exercised at least ten (10) days prior to the last day on which the option could be exercised to avoid an interruption of benefits.

Where the Nurse opts in writing to maintain the benefit plans referred to in this Article, the Nurse shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plans, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

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.

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.

13.13 **Bridging of Service**

A **Permanent** 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 **Permanent** 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.
- (c) No Service, Seniority, or benefits will accumulate during the period of termination to raise a child. Seniority shall be counted up to the leave and after the leave.
- (d) The Nurse cannot have been employed by any other employer for anytime during this period. If so employed the Nurse shall not be entitled to the benefits of this provision.

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE

14.00 Grievances

- (a) **A Nurse(s) who feels treated unjustly or feels aggrieved by any action or lack of action by the Employer shall first discuss the matter with the Nurse's immediate management supervisor no later than twenty-five (25) days after the date on which the Nurse became aware of the action or circumstance. The Nurse(s) may have a Steward present if so desired.**
- (b) **The supervisor shall answer the dispute within five (5) days of the discussions unless the Union agrees to extend this time limit.**
- (c) **When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and the supervisor shall be notified accordingly.**
- (d) **In each of the following steps of the grievance procedure, a meeting or meetings with the Union representative named in the grievance and the Employer's designated representative, shall be arranged at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure, if requested by either party. Where a meeting or meetings are not requested by either party, the Employer shall provide a response to the grievance, as outlined in the grievance procedure below.**

14.01 Union Approval

Where the grievance relates to the interpretation or application of this Collective Agreement, the Nurse is not entitled to present the grievance unless the Nurse has the approval in writing of the Union or is represented by the Union.

14.02 Grievance Procedure:

The following grievance procedure shall apply:

Step 1

If the Nurse(s) or the Union is not satisfied with the decision of the immediate management supervisor, the Nurse(s) may within ten (10) days of having received the supervisor's answer, present the grievance in writing to the supervisor. Failing satisfactory settlement within five (5) days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted to Step 2.

Step 2

Within five (5) days from the expiration of the five (5) day period referred to in Step 1, the grievance may be submitted in writing either by personal service or by registered or certified mail to Employer's designate at Step 2 of the grievance procedure. Failing satisfactory settlement within ten (10) days from the date on which the grievance was received at Step 2, the grievance may be submitted to Step 3.

Step 3

Within five (5) days from the expiration of the ten (10) day period referred to in Step 2, the grievance may be submitted in writing to the Employer's Senior Director or Executive Director for the area in which the grievance arose accompanied by any proposed settlement of the grievance and any replies at Step 1 and Step 2. The Senior Director or Executive Director for the area in which the grievance arose shall attend, either in person or electronically, at the grievance meeting, unless mutually agreed otherwise, and shall reply to the grievance in writing within fifteen (15) days from the date the grievance was submitted to Step 3. (or designate for IWK)

14.03 Grievance Mediation

Where the parties have been unsuccessful in resolving the matter through the grievance procedure, the parties may jointly submit the matter to the Department of Labour and Advanced Education's Grievance Mediation Program or such other mediation option as is agreeable to the parties. It is understood that grievance mediation is a voluntary program and that arbitration remains an option should the grievance remain unresolved after grievance mediation.

14.04 Union Referral to Arbitration

Failing satisfactory settlement at Step 3 or upon expiration of the fifteen (15) day period referred to in Step 3 of the grievance procedure, the Union may refer the grievance to arbitration under Article 14.12.

14.05 Union Representation

In any case where the Nurse(s) presents her grievance in person or in any case in which a hearing is held on a grievance at any level, the Nurse(s) shall be accompanied by a representative of the Union.

14.06 Time Limits

In determining the time in which any step under the foregoing proceedings or under Article 14.12 is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded.

14.07 Amending of Time Limits

The time limits set out in the grievance procedure or under Article 14.12 may be extended by mutual consent of the parties to this Agreement.

14.08 Termination of Employment

A Nurse who has been dismissed, may file a grievance, supported by the Union at Step 3 of the process to the Senior Director or Executive Director within ten (10) working days of the notification to a Representative of the Union of the dismissal.

14.09 Policy Grievance

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer's Vice-President responsible for Human Resources, or such person designated by that individual, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to Article 14.12. This section shall not apply in cases of individual grievances.

14.10 Sexual Harassment and Personal Harassment

Cases of sexual harassment and personal harassment as defined by the protected characteristics set out in Article 18 shall be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved Nurse and/or the Union at Step 3 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

14.11 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.

14.12 Notification of Referral to Arbitration

Either of the parties may, after exhausting the grievance procedure in ~~Article 25~~, notify the other party within ninety (90) days of the receipt of the reply at Step 3 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions

of the *Trade Union Act* and this Agreement.

14.13 Referral to Arbitration

Such notification shall specify the party's choice of whether it wishes to utilize the regular arbitration procedure or the expedited arbitration procedure, as provided for within this Article. In the event that a grievance is submitted to the regular arbitration process, it shall be heard by a single arbitrator, unless either party requests that it be heard by a three-member arbitration board.

14.14 Relief Against Time Limits

The time limit for the initial submission of the written grievance under Article 14.02 is mandatory. Subsequent time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed from Step 2 onward, providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

14.15 Regular Arbitration Procedure

(a) Single Arbitrator

If the grievance is to be heard by a single arbitrator and the Union and the Employer fail to agree upon the appointment of the arbitrator within five (5) days of notice of arbitration in accordance with Article 14.12, the appointment shall be made by the Minister of Labour for Nova Scotia.

(b) Arbitration Board

If the grievance is to be heard by a three-member arbitration board, the Union and the Employer shall each appoint a member of the arbitration board within five (5) days of notice of arbitration in accordance with Article 14.12. Should the appointed members fail to agree upon the appointment of a chair within five (5) days of their appointment, the Minister of Labour for Nova Scotia shall appoint the chair.

(c) Arbitration Procedure

The arbitration board or single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course be handed down within a maximum of fourteen (14) days from the appointment of the chair or single arbitrator.

14.16 Expedited Arbitration Procedure

(a) Eligibility For Utilization

By mutual agreement, the parties may agree to have any grievance referred to

expedited arbitration in accordance with the procedures set out herein.

(b) Rules of Procedure

By referring any specific grievance to be dealt with in the expedited arbitration procedure it is understood and agreed that the matter is to be dealt with in accordance with the Rules of Procedure attached to this Agreement as Appendix "R".

14.17 Arbitration Award

All arbitration awards shall be final and binding as provided by Section 42 of the *Trade Union Act*. An arbitrator 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.

14.18 Arbitration Expenses

Each party shall pay the fees and expenses of its appointed member and one-half the fees and expenses of the chair or single arbitrator.

ARTICLE 15 – STAFF DEVELOPMENT

15.00 Letter of Appointment

A Nurse, upon hiring or change of status, shall be provided with an electronic statement of the Nurse's classification and employment status, including designation as to the percentage of full-time hours, and pay scale applicable to the Nurse's position. A Nurse may request a paper copy in the event the Nurse does not have regular computer access.

15.01 Position Descriptions

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

(b) Copies of all current position descriptions shall be forwarded to the Union upon signing of this agreement. Thereafter, all new and revised position descriptions shall be provided to the Union within fifteen (15) days of revision.

15.02 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.

15.03 **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.
- (a) 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.

ARTICLE 16: HEALTH AND SAFETY

16.00 **Health and Safety Provisions**

The Employer shall continue to make and enforce provisions for the occupational health, safety, and security of Nurses. The Employer will respond to suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and employment-related chronic illness.

16.01 **Occupational Health and Safety Act**

The Employer, the Union, and the Nurses recognize they are bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c.7, and appropriate federal acts and regulations. Any breach of these obligations may be grieved pursuant to this Agreement.

16.02 **Joint Occupational Health and Safety Committee**

- (a) The Employer shall establish and maintain one (or more) Joint Occupational Health and Safety Committee(s) as provided for in the *Occupational Health and Safety Act*.
- (b) The committee(s) shall consist of such number of persons as may be agreed to by the Employer and the Union.
- (c) At least one-half of the members of the committee shall be Nurses at the workplace who are not connected with the management of the workplace and the Employer may choose up to one-half of the members of the committee if the Employer wishes to do so.
- (d) The Nurses on the committee are to be determined by the Nurses they represent or designated by the Union that represents the Nurses.
- (e) The committee shall meet at least once each month unless:

- (i) a different frequency is prescribed by the regulation; or**
 - (ii) the committee alters the required frequency of meetings in its rules of procedure.**

 - (f) Where the committee alters the required frequency of meetings by its rules of procedure and the Director of Occupational Health and Safety Division of the Nova Scotia Department of Labour (hereinafter in this Article referred to as the “Director”) is not satisfied that the frequency of meetings is sufficient to enable the committee to effectively perform its functions, the frequency of the meetings shall be as determined by the Director.**

 - (g) A Nurse who is a member of the committee is entitled to such time off from work as is necessary to attend meetings of the committee, to take any training prescribed by the regulations and to carry out the Nurse’s functions as a member of the committee, and such time off is deemed to be work time for which the Nurse shall be paid by the Employer at the applicable rate.**

 - (h) The committee shall establish its own rules of procedure and shall adhere to the applicable regulations.**

 - (i) Unless the committee determines another arrangement for chairing the committee in its rules of procedure, two of the members of the committee shall co-chair the committee, one of whom shall be selected by the members who represent Nurses and the other of whom shall be selected by the other members.**

 - (j) The rules of procedure established pursuant to Article 31.03(h) shall include an annual determination of the method of selecting the person or persons who shall:**
 - (i) chair the committee; and**
 - (ii) hold the position of the chair for the coming year.**

 - (k) Where agreement is not reached on:**
 - (i) the size of the committee;**
 - (ii) the designation of Nurses to be members; or**
 - (iii) rules of procedure;**
- the Director shall determine the matter.**
- (l) It is the function of the committee to involve the Employer and Nurses together in occupational health and safety in the workplace, and without restricting the generality of the foregoing, includes:**
 - (i) the cooperative identification of hazards to health and safety and effective system to respond to the hazards;**

- (ii) the cooperative auditing of compliance with health and safety requirements in the workplace;
- (iii) receipt, investigation, and prompt disposition of matters and complaints with respect to workplace health and safety;
- (iv) participation in inspections, inquiries and investigations concerning the occupational health and safety of the Nurses and, in particular, participation in an inspection referred to in Section 50 of the *Occupational Health and Safety Act*;
- (v) advising on individual protective devices, equipment, and clothing that, complying with the *Occupational Health and Safety Act* and the Regulations, are best adapted to the needs of the Nurses;
- (vi) advising the Employer regarding a policy or program required pursuant to the *Occupational Health and Safety Act* or the Regulations and making recommendations to the Employer, the Nurses, and any person for the improvement of the health and safety of persons at the workplace;
- (vii) maintaining records and minutes of committee meetings in a form and manner approved by the Director and providing committee members with a copy of these minutes and providing an officer with a copy of these records or minutes on request. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of this disagreement; and
- (viii) performing any other duties assigned to it:
 - (1) by the Director;
 - (2) by agreement between the Employer and the Nurses or the Union; or
 - (3) as are established by the Regulations of the *Occupational Health and Safety Act*.

16.03 Right to Refuse Work and Consequences of Refusal

- (a) Any Nurse may refuse to do any act at the Nurse's place of employment where the Nurse has reasonable grounds for believing that the act is likely to endanger the Nurse's health or safety or the health or safety of any other person until:
 - (i) the Employer has taken remedial action to the satisfaction of the Nurse;
 - (ii) the committee has investigated the matter and unanimously advised the Nurse to return to work; or
 - (iii) an officer appointed under the *Occupational Health and Safety Act* has investigated the matter and has advised the Nurse to return to work.

- (b) Where a Nurse exercises the Nurse's right to refuse to work pursuant to Article 16.03(a), the Nurse shall:

 - (i) immediately report it to the supervisor;
 - (ii) where the matter is not remedied to the Nurse's satisfaction, report it to the committee or the representative, if any; and
 - (iii) where the matter is not remedied to the Nurse's satisfaction after the Nurse has reported pursuant to Article 16.03(b)(i) and (ii), report it to the Occupational Health and Safety Division of the Department of Labour.

- (c) At the option of the Nurse, the Nurse who refuses to do any act pursuant to Article 16.03(a) may accompany an Occupational Health and Safety officer or the committee or representative, if any, on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.

- (d) Notwithstanding Subsection 50 (8) of the *Occupational Health and Safety Act*, a Nurse who accompanies an Occupational Health and Safety officer of the Department of Labour, the committee or a representative, as provided in Article 16.03(c), shall be compensated in accordance with Article 16.03(g), but the compensation shall not exceed that which would otherwise have been payable for the Nurse's regular or scheduled working hours.

- (e) Subject to this Agreement, and Article 16.03(c), where a Nurse refuses to do work pursuant to Article 16.03(a), the Employer may reassign the Nurse to other work and the Nurse shall accept the reassignment until the Nurse is able to return to work pursuant to Article 16.03(a).

- (f) Where a Nurse is reassigned to other work pursuant to Article 16.03 (e), the Employer shall pay the Nurse the same wages or salary and grant the Nurse the same benefits as would have been received had the Nurse continued in the Nurse's normal work.

- (g) Where a Nurse has refused to work pursuant to Article 16.03(a) and has not been reassigned to other work pursuant to Article 16.03 (e), the Employer shall, until Article 16.03 (a)(i), (ii) or (iii) is met, pay the Nurse the same wages or salary and grant the Nurse the same benefits as would have been received had the Nurse continued to work.

- (h) A reassignment of work pursuant to Article 16.03(e) is not a discriminatory act pursuant to Section 45 of the *Occupational Health and Safety Act*.

- (i) A Nurse may not, pursuant to this Article, refuse to use or operate a machine or thing or to work in a place where:

 - (i) the refusal puts the life, health or safety of another person directly in danger; or
 - (ii) the danger referred to in Article 16.03 (a) is inherent in the work of the Nurse.

16.04 Restriction on Assignment of Work Where Refusal

Where a Nurse exercises the Nurse's right to refuse to work pursuant to Article 16.03(a), no Nurse shall be assigned to do that work until the matter has been dealt with under that Article, unless the Nurse to be so assigned has been advised of:

- (a) the refusal by another Nurse;
- (b) the reason for the refusal; and
- (c) the Nurse's rights pursuant to Article 16.03.

16.05 First-Aid Kits

The Employer shall provide an area, equipped with a first-aid kit, for the use of Nurses taken ill during working hours.

16.06 Protection of Pregnant Nurses

A pregnant Nurse who works with machinery or equipment which may pose a threat to the health of either the pregnant Nurse or her unborn child, may request a job reassignment for that period by forwarding a written request to the Nurse's immediate management supervisor along with a satisfactory certificate from a duly qualified medical practitioner justifying the need for such reassignment. Upon receipt of the request, the Employer, where possible, will reassign the pregnant Nurse to an alternate position and/or classification or to alternate duties with the Employer.

16.07 Protective Clothing

Where conditions of employment are such that a Nurse's clothing may be contaminated, or where a Nurse's clothing may be damaged, the Employer shall provide protective clothing (smocks, coveralls, lab coats, or similar overdress) and shall pay for their laundering.

16.08 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 **Zone Labour Management Committee** as set out in Article 28.

(c) The **Zone Labour Management Committee** shall meet as soon as possible to hear and attempt to resolve the complaint to the satisfaction of both Parties. The **ZLMC** 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 **ZLMC** 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 **Zone 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 **ZLMC**, 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

- 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 **or the Provincial or Federal Superannuation 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 4.24) 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. If the Nurse is working 70 hours bi-weekly the completed year shall be 1820.
- 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 The Employer shall request on an annual basis that representatives of the **applicable** Pension Plan are available in person or through alternative communication methods for Nurses to obtain information about the terms of the Pension Plan.
- 19.05 **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 **permanent** Part-Time Nurse while at the same

time being in receipt of pension benefits in accordance with the provisions of the **applicable** Pension Plan.

19.06 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 **or the Provincial or Federal Superannuation Pension**. The Nurse must apply in writing to participate in the Retention Bonus. A Nurse may apply for and participate in second and subsequent years.

19.07 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.

19.08 Retiree Benefits

Retired Nurses shall receive retiree benefits in accordance with the provisions established for their work location under the predecessor collective agreements entered into between the Predecessor Employers and the Constituent Unions of the Council.

19.09 Public Services Sustainability (2015) Act

- (a) **Notwithstanding Article 19.00, the *Public Services Sustainability (2015) Act* requires the Employer to freeze the years of service used to calculate the amount of the Retirement Allowance, which shall be the years up to March 31, 2015.**
- (b) **Nurses will have the option to obtain an early payout of their Retirement Allowance accrued up to March 31, 2015, or receive payout on death or retirement in accordance with the provisions of the collective agreement which applied to them as of March 31, 2015. If Nurses receive an early payout, the salary used to calculate the amount of the Retirement Allowance shall be the salary at October 31, 2017. Otherwise, the salary will be based on the salary the Nurse is receiving at retirement or death. Nurses who wish to choose an early payout must opt to do so, in writing to the Employer, no later than one month after the Employer sends them notice of their eligibility for an early payout.**

ARTICLE 20 – SICK LEAVE and LONG TERM DISABILITY

20.00 Present Sick Benefits Continued

Appendix A to the Mediation/Arbitration Agreement provides in part as follows:

The parties agree that in the event they are unable to agree on terms for sick benefits and retiree benefits for Employees, the mediator/arbitrator shall award income protection for Employees who are unable to perform their duties of illness or injury and retiree benefits on the following basis:

STATUS QUO for sick benefits and retiree benefits:

- a) “Employees who are unable to perform their duties because of illness or injury shall be granted sick leave with pay or general leave for sickness and short-term illness benefits in accordance with the provisions established for their work location under the predecessor collective agreements entered into between the District Health Authorities or IWK with the constituent Unions of the Councils.”

Accordingly, the income protection for Nurses who are unable to perform their duties because of illness or injury are contained in the following:

APPENDIX “K”	NSNU NSHA (former DHA 1-9)
APPENDIX “L”	NSGEU in Central Zone (former DHA 9)
APPENDIX “M”	NSGEU PUBLIC HEALTH, ADDICTION SERVICES and CONTINUING CARE in Eastern, Western and Northern Zones (former DHAs 1-8)
APPENDIX “N”	CUPE in Western Zone (former DHAs 1-3)
APPENDIX “O”	Unifor in Eastern Zone (former DHA 8)

ARTICLE 21 - SUCCESSOR RIGHTS

21.00 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 have the Collective Agreement continue in force.

- 21.01 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

A. RESIGNATION

22.00 Notice of Resignation

- (a) **If A Nurse desires to terminate employment, the Nurse shall endeavour to forward a letter of resignation to the Employer four (4) weeks prior to the effective date of termination, and in any event, not less than two (2) weeks prior to the effective date of termination, provided however the Employer may accept a shorter period of notice.**
- (b) **When a Nurse resigns, is discharged, retires or dies, the Nurse or the estate shall receive payment in proportion to any unused vacation leave credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer from any accrued benefits.**

22.01 Absence Without Permission

- (a) **A Nurse who is absent from employment without permission for ten (10) consecutive days, shall be deemed to have resigned the Nurse's position effective the first day of the absence.**
- (b) **The Nurse may be reinstated if the Nurse establishes to the satisfaction of the Employer, that the absence arose from a cause beyond the Nurse's control and it was not possible for the Nurse to notify the Employer of the reason for the absence.**

22.02 Acknowledgment of Letters of Resignation

Receipt of letters of resignation shall be acknowledged by the Employer in writing.

22.03 Withdrawal of Resignation

A Nurse who has terminated employment through resignation, may withdraw the resignation within three (3) days of the time it was submitted to the Employer.

22.04 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.

B. DISCIPLINE

- 22.05 (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.
- 22.06 (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

- 22.07 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.
- 22.08 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 Employer's Travel Policy

- (a) The Employer's travel policy shall apply to all Nurses covered by this Agreement and the Employer shall not amend the travel policy during the term of this collective agreement.
- (b) The rates in this Article shall prevail in the event of conflict with the travel policy.
- (c) The Employer and the Council will form a committee to decide the Travel Policy provisions dealing with kilometrage for Nurses regularly scheduled to work at more than one (1) work site. The committee will consist of four members nominated by the Council (one (1) from NSGEU, one (1) from CUPE, one (1) from NSNU and one (1) from Unifor) and four members nominated by the Employer and will meet no later than sixty (60) days from the effective date of the award. If the committee is unable to come to a resolution within six (6) months of the effective date of the award, the matter will be referred to binding interest arbitration before Arbitrator Kaplan and will be decided on the basis of written submissions. In the meantime, the status quo prevails.
- (d) NSGEU members employed in Public Health Addictions and Continuing Care in the Eastern, Western and Northern Zones currently in receipt of a car allowance on the effective day of this collective agreement shall be grandparented and will be eligible for a car allowance in accordance with the provisions of Memorandum of Agreement #19.
- (e) NSGEU members employed in Public Health Addictions and Continuing Care in the Central Zone currently in receipt of a car allowance on the effective day of this collective agreement shall be grandparented and will be eligible for a car allowance in accordance with the provisions of Memorandum of Agreement #20.

23.01 Kilometrage Allowance

A Nurse who is authorized to use a privately owned automobile on the Employer's business shall be paid a kilometrage allowance of \$0.4415 cents per kilometre.

The Employer will adopt the civil service kilometrage rate effective the date of a tentative agreement being reached between the parties, provided that such agreement is subsequently ratified. Thereafter adjustments will be made in accordance with, and on the same effective dates as adjustments to the civil service rate.

23.02 Other Expenses

- (a) Reasonable expenses incurred by Nurses for approved business or education travel for the Employer shall be reimbursed by the Employer to the following maximums:

Breakfast	\$8.00
Lunch	\$15.00
Dinner	\$20.00

Incidentals \$5.00

With the express approval of management, a Nurse may, upon the provision of receipts, be reimbursed for actual cost of meal expenses.

Reimbursement for Accommodations shall not be less than the actual cost to the Nurse.

- (b) Article 23.02(a) does not include meal, accommodations, and other routine expenses normally incurred in the course of the Nurse's work day. In the event the Nurse's work requires the Nurse to be beyond a sixteen (16) kilometer radius of the Employer's premises during the Nurse's recognized lunch meal period, the Nurse is entitled to the \$15.00 lunch allowance pursuant to Article 23.02(a).**
- (c) Reasonable expenses incurred by Nurses on the business of the Employer shall be reimbursed by the Employer, provided approval for the expenditure has been obtained.**
- (d) 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.**

23.03 Transportation To/From Work

A Nurse who is required to travel to or from work between the hours of 2400 and 0600 shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of \$10.00 each way per shift or \$0.4415 per kilometre to the above-mentioned maximum.

Ambulance/Air Transfer

23.04 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.
- 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 Part-Time Nurses **in a long assignment** 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 12.00. If there is no Nurse from the site interested in the job sharing opportunity, it shall be posted on a Bargaining Unit wide basis.

27.04 Where more than one Nurse is interested in the job opportunity, the job sharing partner shall be chosen in accordance with Article 12.09.

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 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 **Zone 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 7.22, 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, **permanent** 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 **permanent** 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: ZONE LABOUR MANAGEMENT COMMITTEES

28.00 The Employer and **the Unions** agree to establish **Zone Labour Management Committees (ZLMC)** whose duties are referred to throughout various provisions of the Collective Agreement and in this Article.

28.01 **Composition**

The **ZLMC** shall be comprised of representatives of the Unions 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.

The Unions may select up to:

- **Sixteen (16) representatives from the NSHA Central Zone (6 NSNU, 10 NSGEU), or**
- **Fourteen (14) representatives from the NSHA Eastern Zone (12 NSNU, 1 Unifor, 1 NSGEU)**
- **Twelve (12) representatives from the NSHA Northern Zone (11 NSNU, 1 NSGEU), or**
- **Thirteen (13) representatives from the NSHA Western Zone (9 NSNU, 3 CUPE, 1 NSGEU), or**

for the ZLMC.

28.02 **Role**

The ZLMC 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
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 ZLMC a list which contains all of the **Long/Short Assignments** 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 **Long/Short Assignment**.

28.03 **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.

28.04 **Meetings**

The ZLMC shall be appointed as soon as possible following the signing of the Collective Agreement and shall meet on no less than **four (4)** occasions and not more than ten (10) occasions in a year, unless mutually agreed otherwise.

28.05 **Travel Allowance**

Nurses required to travel from their usual Work Location to attend ZLMC meetings shall be paid the kilometre allowance as specified in Article 23.01. **All reasonable efforts will be made to utilize technology to reduce travel time.**

28.06 **Work Site Labour Management**

The **Employer and a Constituent Union** may agree to **maintain or** create 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.

28.07 **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 **ZLMC** 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 **permanent** 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 12.11 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 12.11.

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 **Permanent** 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 **Permanent** 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 7.18 and the hourly rate shall be based on the **Permanent** 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 **Permanent** 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 7.08 (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 **permanent** (nor Weekend) Nurse.

ARTICLE 30: CASUAL NURSES

- 30.00 Except where specifically **provided herein**, the provisions of the Collective Agreement apply to a Casual Nurse **as defined in Article 4.00**.
- 30.01 The Employer may offer work to a Casual Nurse subject to the provisions of **Article 7 and Article 38**.
- 30.02 Once a Casual Nurse accepts a work assignment including a scheduled extra shift, a relief shift, a **long or short assignment**, 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, **as per Article 4.21**, 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 **in accordance with Article 7.21 (f)**.
- 30.04 Where the Employer has determined, **as per Article 30.03**, that it will no longer offer work to a Casual Nurse, it shall provide the Casual Nurse with a letter so advising within **ten(10)** 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. **A casual Nurse who refuses to accept an offered shift of three (3) hours or less shall not be deemed to have been unavailable to work that shift.**

30.06 Service

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

30.07 Pay in Lieu of Benefits

A Casual Nurse shall receive an additional eleven (11%) per cent of the Nurse's straight time pay in lieu of benefits (e.g., vacation, holidays, etc.) under this Agreement. This shall be paid to the Nurse with each bi-weekly pay.

30.08 Overtime

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 7.18 (a).

30.09 Holiday Pay

A Casual Nurse who works on a designated holiday defined in Article 10.18 shall be paid two (2) times the Nurse's regular rate for all hours worked on Christmas Day, and one and one-half (1 ½) times the Nurse's regular rate for all hours worked on any other designated holiday.

30.10 Overtime on a Holiday

A Casual Nurse who works overtime on a designated holiday as defined in Article 10.18 shall be paid two and one-half (2 ½) times the Nurse's regular rate for all overtime hours worked on Christmas Day and two (2) times the Nurse's regular rate of pay for all overtime hours worked on any other designated holidays.

30.11 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 cannot advance more than one level on the increment scale in any twelve (12) month period.

30.12 Casual Nurses appointed to Permanent Positions

- (a) If a Casual Nurse is appointed to a **Permanent** Full-Time or **Permanent** Part-Time Position within 250 hours of the 1000 hour threshold for movement to the next level of the increment scale, **the Nurse** shall advance to **the** next level on the increment scale on the date of appointment to the **Permanent** 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 **Permanent** 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 **Permanent** Position. Such Casual Nurse must provide satisfactory evidence of all hours worked with other Employers within thirty (30) days of the appointment and **the Nurse's** higher placement on the increment scale shall be effective upon the provision of the satisfactory evidence.

30.13 Casual Nurses Appointed to Long and Short Assignments

- (a) Where a Casual Nurse fills a **long/short assignment**, the hours **worked** in the **long/short assignment** are casual hours and movement through the increment scale remains in accordance with Article **30.11**.
- (b) **When a Casual Nurse fills a long/short assignment on a rotation that is smoothing, no entitlement to overtime will exist for regularly scheduled hours within a Casual Nurse in a long/short assignments smoothed schedule pursuant to Article 7.04 (e).**
- (c) **Exclusions for Casuals who accept a long assignment are in Article 38.02(f) and exclusions for Casuals who accept a short assignment in Article 38.03 (f).**

30.14 Leaves

- (a) A Casual Nurse filling Relief Assignments shall be entitled to the following leaves:
 - (i) **Bereavement Leave (Article 9.04);**
 - (ii) **Pregnancy/Birth Leave (Article 13.00-13.02) but without Pregnancy/Birth Allowance (Article 13.04);**
 - (iii) **Parental/Adoption Leave (Article 13.05) but without 13.06**
 - (iv) **Leave for Birth of Child (Article 13.11);**
 - (v) **Leave for Birth of Adopted Child (Article 13.12)**
- (b) **To obtain paid leave for any of the above, the Nurse must be scheduled to work on the day the leave is required. In the case of bereavement leave pursuant to Article 9.04(a), the Casual Nurse shall receive paid leave only for those shifts previously scheduled within the said seven (7) calendar days.**

30.15 Exceptions

The articles not applicable to Casual Nurses, except as provided in Article 30, are:

- (a) **Position (Article 4.19)**
- (b) **Hours of Work and Overtime (Article 7) except for 7.21-7.24 and 7.25, 7.26, 7.27, 7.28**
- (c) **Leaves of Absence (Article 9)**
- (d) **Vacations and Holidays (Article 10)**
- (e) **Pregnancy, Parental and Adoption Leave (Article 13): Pregnancy Sick Leave (13.03); Pregnancy/Birth Allowance (13.04); Parental and Adoption Leave Allowance (13.06); Service and Seniority Continuation (13.09); Group Benefit Plan Continuation (13.10)**
- (f) **Sick Leave and Long Term Disability (Article 20)**
- (g) **Reduction of Appointment Status (Article 31)**
- (h) **Part Time Nurses (Article 39)**
- (i) **Leaves (Article 19 Retirement Allowance)**
- (j) **Job Security (Article 32)**
- (k) **Transitional Support Program (Article 33)**
- (l) **Group Insurance (Article 40)**
- (m) **Education premiums (except as otherwise indicated in the applicable Appendix B)**

30.16 No Avoidance

A Casual Nurse shall not be used for the purpose of avoiding filling permanent vacancies.

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 **Permanent** 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.

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- 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 **ZLMC** Committee, as designated, of an approved request. In addition, the Employer will advise the Union Representatives of the **ZLMC** 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 **ZLMC** Committee if an extension is approved.
- 31.07 A **Permanent** 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 7.21- 7.24.
- 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 **Permanent** 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 ZLMC Committee of the reason(s) for the cancellation.

ARTICLE 32 – JOB SECURITY

32.00 Definitions

- (a) “work location” means the work location as defined in Article 4.31 except that the Queen Elizabeth II Health Sciences Centre is deemed to be a single work location for the purposes of Article 32.
- (b) “geographic location” means the area within a driving distance of 60 km of the actual building or other regular place of employment of a Nurse; except

that, within the Halifax Regional Municipality, “geographic location” is that area within a driving distance of 50 km of the actual building or other regular place of employment of the Nurse.

32.01 Joint Committee on Technological Change

- (a) Within sixty (60) days of the signing of this Agreement, the parties are to establish a Joint Committee on Technological Change of equal representation of the Union and the Employer for the purpose of maintaining continuing cooperation and consultation on technological change and job security. The committee shall appoint additional representatives as required.
- (b) The Joint Committee on Technological Change shall consult as required to discuss matters of concern between the parties related to technological change and circumstances identified in Article 32.07, and 32.13. The parties may agree to consult by telephone.
- (c) The Joint Committee on Technological Change shall be responsible for:
 - (1) defining problems;
 - (2) developing viable solutions to such problems;
 - (3) recommending the proposed solution to the employer.
- (d) The Employer will provide the Joint Committee on Technological Change with as much notice as reasonably possible of expected redundancies, relocations, re-organizational plans, technological change and proposed contracting out of work.
- (e) It is understood that the Joint Committee on Technological Change provided for herein shall be a single committee to cover all bargaining units represented by the Union.

32.02 Definition

For the purposes of this Article, "technological change" means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of Nurses.

32.03 Introduction

The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on Nurses and services to the public.

32.04 Notice to Union

The Employer will give the Union written notice of technological change at least three (3) months prior to the date the change is to be effected. During this period the parties will meet to discuss the steps to be taken to assist Nurses who could be affected.

32.05 Training and Retraining

- (a) Where retraining of Nurses is necessary, it shall be provided during normal working hours where possible.
- (b) Where the Employer determines a need exists, and where operational requirements permit, the Employer shall continue to make available appropriate training programs to enable Nurses to perform present and future duties more effectively.
- (c) The duration of the training/retraining under this Article shall be determined by the Employer and does not include courses or programs offered by a party other than the Employer.

32.06 Application

For the purposes of this Article "Nurse" means a permanent Nurse, or a casual Nurse who, pursuant to Article 38.02 (m), has the rights of a permanent Nurse.

32.07 Union Consultation

Where positions are to be declared redundant because of technological change, shortage of work or funds or because of discontinuance of work or the reorganization of work within a classification, the Employer will advise and consult with the Union as soon as reasonably possible after the change appears probable, with a view to minimizing the adverse effects of the decision to declare redundancies.

32.08 Transition Support Program

- (a) All references within this Article to the Transition Support Program relate to the Program outlined in Article 33. The availability of any payment or other entitlement under that document, and any obligation on the part of the Employer to provide such, pursuant to this Article or any other part of the collective agreement, shall only exist during the effective term of the Program, as expressly specified in that document. This limitation exists notwithstanding any other provision of this Article or any other part of the collective agreement.
- (b) The term of the Transition Support Program may be extended by mutual agreement between the parties.

32.09 Nurse Placement Rights

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required according to objective tests of standards reflecting the functions of the job concerned, a Nurse whose position has become redundant, shall, have the right to be placed in a vacancy in the following manner and sequence:

- (1) A position in the Nurse's same position classification/ classification grouping at the Nurse's work location;
- (2) If a vacancy is not available under (1) above, then any bargaining unit position for which the Nurse is qualified;

At each of the foregoing steps, all applicable vacancies shall be identified and the Nurses shall be assigned to the position of their choice, subject to consideration of the provisions herein. If there is more than one Nurse affected, their order or preference shall be determined by their order of seniority.

- (b) A Nurse whose position is redundant or who is in receipt of layoff notice and who has refused a payment pursuant to the Transition Support Program ("TSP payment") must accept a placement within the same position classification / classification grouping within his or her own geographic location in accordance with Article 32 provided that the placement is to a position that has the same designated percentage of full-time employment or resign without severance.
- (c) A Nurse will have a maximum of two (2) full days to exercise her placement rights in this step of the placement process.
- (d) Where a Nurse accepts a position in a classification, the maximum salary of which is less than the maximum salary of the Nurse's current classification, the Nurse shall be granted salary protection in accordance with Item 1.5 of Article 33.

32.10 Volunteers

- (a) When the Employer determines after placement pursuant to Article 32.09, there are still redundancies, the Employer shall ask for volunteers from that classification/classification grouping within the geographic location of the remaining redundancies who wish to be offered a TSP payment according to Article 33.
- (b) If there are more volunteers than redundancies, then the most senior volunteers shall be offered the TSP payment.

32.11 Insufficient Volunteers

If there are insufficient volunteers pursuant to Article 32.10, the Employer shall identify remaining redundant Nurses and these Nurses shall have placement rights pursuant to Article 32.09 or, where available, they shall be entitled to receive a TSP payment.

32.12 Layoff Notice

- (a) If there are remaining redundant Nurses after Article 32.10 and 32.11, the Employer shall give layoff notice to the most junior Nurse(s) pursuant to

Article 32.14 in the classification/classification grouping from which the Employer requested volunteers for the Transition Support Program.

- (b) The Nurses in receipt of layoff notice shall have the rights of a Nurse in receipt of layoff notice pursuant to this Article.

32.13 Layoff

A Nurse(s) may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of work or the reorganization of work.

32.14 Layoff Procedure

Where the layoff of a bargaining unit member is necessary, and provided ability, skill, and qualifications are sufficient to perform the job, Nurses shall be laid off in reverse order of seniority.

32.15 Notice of Layoff

- (a) Forty (40) days notice of layoff shall be sent by the Employer to the Union and the Nurse(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.
- (b) When the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union and Nurses who are to be laid off, in accordance with the following:
 - (i) eight (8) weeks if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;
 - (ii) twelve (12) weeks if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;
 - (iii) sixteen (16) weeks if three hundred (300) or more persons are to be laid off;
- (c) Notices pursuant to this Section shall include the effective date of layoff and the reasons therefor.
- (d) A Nurse in receipt of layoff notice shall be entitled to exercise any of the following options:
 - (i) to exercise placement/displacement rights in accordance with the procedure set out in this Article;
 - (ii) to accept layoff and be entitled to recall in accordance with Article 32.18;
 - (iii) to accept the Transition Support Program.

A Nurse who intends to exercise placement/displacement rights pursuant to (d) (i) above will indicate such intent to the Employer within two (2) full days following

receipt of the layoff notice. If the Nurse does not indicate such intent within this period, she will be deemed to have opted to accept layoff in accordance with (d) (ii) above.

32.16 Pay in Lieu of Notice

Where the notice required by Article 32.15 is not given, the Nurse shall receive pay, in lieu thereof, for the amount of notice to which the Nurse is entitled.

32.17 Displacement Procedure

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualification are required, according to objective tests or standards reflecting the functions of the job concerned, a Nurse in receipt of layoff notice has the right to displace another Nurse. The Nurse to be displaced shall be a Nurse with lesser seniority who:
 - (i) Is the least senior Nurse in the displacing Nurse's classification / classification grouping who has the same designated percentage of full-time employment at the Nurse's work location or
 - (ii) Where no such junior Nurse exists, the least senior Nurse in the displacing Nurse's classification / classification grouping who has the same designated percentage of full-time employment within the displacing Nurse's geographic location; or
 - (iii) Where no such junior Nurse exists, the least senior Nurse in any classification / classification grouping who has the same designated percentage of full-time employment within the displacing Nurse's geographic location; or
 - (iv) Where no such junior Nurse exists, the least senior Nurse in any classification / classification grouping who has the same designated percentage of full-time employment in the bargaining unit.
 - (v) At each of the above steps, the displacing Nurse may elect to displace the least senior Nurse with a lower designation of full-time employment.
- (b) A Nurse who chooses to exercise rights in accordance with Article 32.17 may elect at any step, beginning with Article 32.15, to accept layoff and be placed on the Recall List or to resign with severance pay in accordance with Article 32.24(g)(ii).
- (c) A Nurse who is displaced pursuant to Article 32 shall be entitled to:
 - (i) take the Transition Support Program, or
 - (ii) go on the Recall List, or

- (iii) subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective test or standards reflecting the functions of the job concerned be placed in any vacancy in any bargaining unit.
- (d) A Nurse will have a maximum of two (2) full days to exercise her rights at any of the foregoing steps of the displacement procedures provided for herein.
- (e) Where a Nurse accepts a position in a classification, the maximum salary of which is less than the maximum salary of the Nurse's current classification, the Nurse shall be paid the salary of the classification of the Nurse's new position.

32.18 Recall Procedures

- (a) Nurses who are laid off shall be placed on a Recall List. Laid off Nurses shall fill out the Laid Off Nurse availability form in Appendix E.
- (b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned, Nurses placed on the Recall List shall be recalled by order of seniority to any position for which the Nurse is deemed to be qualified. Positions pursuant to this section shall include all positions in all bargaining units.
- (c) The Employer shall give notice of recall by registered mail to the Nurse's last recorded address. Nurses are responsible for keeping the Employer informed of their current address.
- (d) A Nurse entitled to recall shall return to the service of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds she is unable to do so. A Nurse who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of recall to the Nurse's same position classification title or position classification title series within the Nurse's geographic location in which event she will be struck from the Recall List. However, a Nurse's refusal to accept recall to her same position classification title or position classification title series at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which she is employed elsewhere or for a recall to a position with a lower designated percentage of full-time employment.
- (e) Nurses on the Recall List shall be given first option of filling vacancies normally filled by casual workers, providing they possess the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. A permanent Nurse who accepts such casual work retains her permanent status.

- (f) Where a Nurse accepts a recall to a position that has a lower maximum salary or a lower designated percentage of full-time employment or is in a different geographic location than the Nurse's position before their lay off, the Nurse shall remain eligible for recall to a vacant position with the Nurse's previous maximum salary or designated percentage of full-time employment or geographic location; the rights under this clause expire fifteen (15) months after the date of layoff.

32.19 Termination of Recall Rights

The layoff shall be a termination of employment and recall rights shall lapse if the layoff lasts more than fifteen (15) months.

32.20 No New Nurses

No new Nurses shall be hired unless all Nurses on the Recall List who are able to perform the work required have had an opportunity to be recalled, subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, as determined by the Employer, according to objective tests and standards reflecting the functions of the job concerned.

32.21 Transition Support Program

Notwithstanding anything in this Agreement, the Employer is only required to make a TSP payment to the same number of Nurses as the Employer has reduced its complement.

32.22 Layoff Exception

Notwithstanding Article 32.23 (Contracting Out), a Nurse who has eight (8) years' seniority shall not be laid off except where the reason for layoff is beyond the control of the Employer including, but not limited to, complete or partial destruction of plant, destruction or breakdown of machinery or equipment, unavailability of supplies and materials, fire, explosion, accident, labour disputes, etc., if the Employer has exercised due diligence to foresee and avoid the cause of layoff.

32.23 Contracting Out

(a) Notice

The Employer shall provide the Union with sixteen (16) weeks notice of the implementation of the decision to contract out work normally performed by members of the bargaining unit. At the time that the Employer gives notice to the Union of its intention to contract out, the Employer shall make a conditional TSP payment offer in Article 33 to those Nurses directly affected by the contracting out. Final acceptance by the Employer of Nurses wishing to take advantage of the TSP payment offer will be conditional on the Employer reaching an agreement with a Contractor.

(b) Employer Disclosure

The Employer shall disclose its reasons for contracting out when notice is provided pursuant to Article 32.24(a).

(c) Union Response

The Union shall be entitled to make proposals, including proposals on ways to avoid contracting out, within four (4) weeks of receiving notice pursuant to Article 32.24(a). The Union's suggestions should specifically address the reasons for the contracting out.

(d) Employer Response

After receipt of proposals or suggestions from the Union pursuant to Article 32.24(c), the Employer shall consider these proposals. The Employer shall either accept or reject, in whole or in part, such proposals. At this time, the Employer shall either make the TSP payment offer unconditional or retract the TSP payment offer.

(e) Hiring Preference

The Employer will make every reasonable effort, where work normally performed by members of the bargaining unit is contracted out, to obtain jobs for Nurses who have not exercised their rights under Article 32.24(d) and who are directly affected by the contracting out with the Contractor. The Employer will have made reasonable efforts when the Employer has:

- (i) required bidders to give Nurses a preference in hiring for job opportunities that will arise if they are successful in their bid;**
- (ii) met with the Union to give the Union an opportunity to put forward its views on how the Nurse can try to obtain employment with the Contractor; and,**
- (iii) met with the successful bidder and sought to make it a term of the contract with the Contractor that the Contractor must:**
 - (1) interview Nurses for job opportunities available with the Contractor to perform the contracted out work;**
 - (2) where the hiring to perform the contracted out work is subject to appropriate skills testing, offer to test Nurses;**
 - (3) extend job offers to Nurses who are qualified for available job opportunities with the Contractor to perform contracted out work; and**

- (4) where there are more qualified Nurses than the Contractor has opportunities due to the contracted out work, to extend job offers on the basis of seniority.**

(f) TSP Payment Offers

- (i) Where the Employer determines that there will be redundant positions as a result of a contracting out, the classification(s) / classification groupings to which TSP payment offers will be made will be mutually agreed between the Employer and the Union.**
- (ii) The Employer will offer a TSP payment to the agreed upon classification(s) / classification groupings. In any event, the classification grouping shall include, as a minimum, the classification(s) of the Nurses affected in the work area by the contracting out of services.**

(g) Placement Procedure

- (i) If a sufficient number of Nurses accept the TSP payment offer, the Employer will place the remaining Nurses whose positions were declared redundant in the vacancies created by the Nurses accepting the TSP payment offer or other appropriate vacancies. This placement will be by seniority, subject to consideration of ability, experience, qualifications, or the Employer establishing that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job concerned.**

- (ii) Where the Nurse refuse a placement, the salary of which is at least seventy-five percent (75%) of the present salary of the Nurse's current position, the Nurse is deemed laid off. The Nurse will be entitled to severance as follows:**

- (1) One-half (1/2) month's pay if she has been employed for three (3) years, but less than ten (10) years;**

One (1) month's pay if she has been employed for ten (10) years, but less than fifteen (15) years;

Two months' pay if she has been employed for fifteen (15) years, but less than twenty (20) years.

Three (3) months' pay if she has been employed for twenty (20) years, but less than twenty-five (25) years;

Four months' pay if she has been employed for twenty-five (25) years, but less than thirty (30) years;

Five months' pay if she has been employed for thirty (30) or more years.

- (2) The amount of severance pay provided herein shall be calculated by the formula:

$$\frac{\text{Bi-weekly rate} \times 26}{12} = \text{one (1) month}$$

- (3) The entitlement of a Nurse to severance pay shall be based upon the Nurse's total service as defined in this Agreement.

- (iii) A Nurse may decline to accept a vacant position in a different geographic location.

(h) **Second TSP Payment Offer**

If, after the first offer of TSP Payment, there are Nurses remaining in positions which have been declared redundant, a second offer of a TSP payment will be made to broader classification(s)/classification groupings. The Employer will place the remaining redundant Nurses in the vacancies created by the Nurses accepting the TSP payment offer, or other appropriate vacancies, in the same manner as stated in Article 32.24(g).

(i) **Further TSP Payment Offers**

The process of expanding the offer of TSP payment to other classification(s)/classification groupings and areas will be repeated until all those Nurses whose positions have been declared redundant as a direct effect of the contracting out are placed.

32.24 Relocation of Positions:

- (a) Where a Nurse's position is relocated outside of their geographic location:

- (i) The Nurse shall be offered the position in the new location;
- (i) The Nurse may decline the offer, in which case the Nurse shall have the rights of a Nurse whose position has become redundant.
- (ii) A Nurse who has accepted a transfer outside of their geographic location because their position has been relocated or has become redundant shall be reimbursed for the reasonable relocation costs incurred by the Nurse to a maximum of \$4,000.

ARTICLE 33 – TRANSITION SUPPORT PROGRAM

33.00 In order to avoid layoffs, Nurses selected in accordance with TSP shall receive a severance payment in return for their voluntary resignation. TSP requires that a reduction in the staff complement occurs as a result of each TSP severance payment offered.

1.1 Voluntary Resignation and Seniority

Where the Employer intends to reduce the number of Nurses within a classification or classification group, and where the Employer has been unable to place Nurses whose positions have become redundant, the Employer will offer to Nurses in the affected classification or classification group the opportunity to resign with a TSP payment in order to avoid the need for layoff(s).

Where an offer to a classification of Nurses (or classification grouping) for resignation results in more volunteers than is required to meet the need, the decision as to who receives severance will be determined on the basis of seniority.

Where the Employer can demonstrate to the Joint Committee on Technological Change that the Employer cannot accommodate the resignation of that number of Nurses volunteering to resign or that other operational considerations are necessary, the Employer reserves the right to restrict the TSP offer. For example, where too many volunteers within a classification are from within a single work area, it may not be possible to permit all to resign at once. A phase-out procedure may be utilized to maximize the number of volunteers who actually resign.

1.2 Joint Committee on Technological Change

The Joint Committee established in accordance with the Agreement will be responsible:

- (i) to determine the classifications within a bargaining unit that are able to be considered a classification group for the purposes of this Program. A classification group may only include the Classifications requiring the same threshold qualifications and abilities. Where there are different requirements in a classification such as license, registration, certification, special skills or supervisory responsibilities, the classifications would not normally be grouped.
- (ii) to assess the operational requirements surrounding the Employer's requirement to limit the number of the Nurses to receive voluntary resignation offers;
- (iii) to review and clarify the impact of resignations on service delivery;
- (iv) to participate in the process of notifying displaced and laid off Nurses of their options under this Program; and

to address issues that may arise in respect of the interpretation and application of this Program.

1.3 TSP

The TSP shall be presented to Nurses on a "window-period" basis, as determined by the Employer.

1.4 Displacement Process

- Step 1:** At the point where the Employer decides the number of Nurses within a classification or classification group to be reduced, notification will be given to the Joint Committee on Technological Change. Following Joint Committee consultation, this information shall be made known to Nurses within that classification or classification group accompanied by a request for indications in writing of interest in voluntary resignation.
- Step 2:** Nurses shall have seventy-two (72) hours following receipt of the notice to submit their Expression of Interest form.
- Step 3:** The Employer will assess the level of interest and determine provisional acceptance subject to operational requirements, in accordance with item 1.1 of this Program. This determination will be made in consultation with the Joint Committee On Technological Change and as soon as is reasonably possible following the seventy-two (72) hour response time.
- Step 4:** Nurses shall, within seven (7) days following a meeting with a representative of Human Resources, indicate their decision with respect to voluntary resignation. The actual date of resignation will occur with the agreement of the Employer. Upon resignation, the Nurse will be entitled to the TSP payment in accordance with this Program.
- Step 5:** (a) Article 32 of the Collective Agreement applies to Nurses whose positions are eliminated due to the reduction of the number of Nurses in a classification or classification group. These Nurses shall be considered to be redundant pursuant to Article 32.12 of the Collective Agreement and shall have the rights of a redundant Nurse.
- (b) Any Nurse displaced in accordance with the provisions of the Agreement shall be given seventy-two (72) hours to express their interest in TSP in accordance with Step 2 above. Those expressing an interest will have their application processed in accordance with Step 4 above. Where a Nurse declines the TSP opportunity, the Layoff and Recall provisions of the Agreement shall apply.
- Step 6:** (a) Where the Employer reaches its reduction target through this voluntary method, the process would end.
- (b) Where the number of voluntary resignations with TSP payment is less than the number of Nurses in the classification or classification group to be reduced, the Employer shall identify those Nurses who are subject to layoff. Before any Nurse receives a notice of layoff, the employer will notify the Nurse who will have seventy-two (72) hours to express an interest in

TSP in accordance with Step 2 above. Those expressing an interest will have their application processed in accordance with Step 4 above. Nurses who decline the TSP opportunity shall be issued layoff notice in accordance with the provisions of the Agreement.

1.5 Salary Protection

Nurse who accept placement in a position at a lower rate of pay, shall have their previous rate of pay maintained for such period as set out under this item.

Where the Nurse's previous rate of pay exceeds the rate of forty thousand (\$40,000) per year, that rate of pay shall be maintained for a period of six (6) months from the date of placement in the lower-paying position. Thereafter, the Nurse's protected rate of pay shall be reduced by ten (10) percent or the maximum rate of the new classification, or the rate of forty thousand (\$40,000) per year, whichever is the greater rate. The rate of pay will remain at this reduced level (subject to any regular Collective Agreement regulated changes) for a further period of twelve (12) months, after which the rate of pay will be reduced to the maximum of the lower-paying position.

Where the Nurse's previous rate of pay is equal to or less than the rate of forty thousand (\$40,000) per year, or less, that rate of pay shall be maintained (subject to any regular Collective Agreement regulated changes) for a period of eighteen (18) months, after which the rate of pay will be reduced to the maximum of the lower-paying position.

1.6 Reduced Hours and TSP Payment

Nurses who accept an alternate position under this Program and as a result have a reduction of hours shall not qualify for a TSP payment.

1.7 Release Form

Nurses accepting voluntary resignation will be required to sign a release statement verifying their resignation and agreement to sever any future claim for compensation from the Employer or obligation by the Union for further services except as provided in this Program in exchange for the TSP payment.

1.8 Casual Shifts

It shall only be for extraordinary operational needs that the Employer will utilize on a casual basis, a Nurse who has resigned with a TSP payment under this Program during the period covered by the applicable notice payment period.

1.9 TSP Severance Payment

The amount of TSP payment shall be equivalent to four (4) weeks' regular (i.e. excluding overtime) pay for each year of service to a maximum payment of fifty-two (52) weeks' pay and for a minimum payment of eight (8) weeks' pay. Where there is a partial year of service, the TSP payment will be pro-rated on the basis of the

number of months of service. A Nurse who resigns in accordance with these provisions and is eligible to receive a pension under the NSHEPP Pension Plan, the Provincial Superannuation Pension Plan or the Canada Pension Plan and commences receiving the pension immediately following the completion of the TSP payment, shall also be entitled to receive the Retirement Allowance under Article 19 of the Collective Agreement. The maximum combined TSP and Retirement allowance payment shall not exceed fifty-two (52) weeks. The retirement allowance will be paid to the Nurse at the earliest opportunity in accordance with the provisions of the *Income Tax Act of Canada*.

1.10 Formula for Part-time Hours

In determining the extent of the existing part-time relationship of a Nurse at the time of resignation, layoff or other application of this program where the hours worked are not regular due to working additional shifts, the average of the Nurse's hours worked during the six (6) month period preceding the severance (or average over the preceding period of part-time employment where that period is less than six (6) months) will be used.

1.11 Continuation of Benefits

Nurses in receipt of a TSP payment will be entitled to continue participation in the applicable group insurance and benefit plans for the length of the TSP payment period. During such period the contributions will be cost shared in accordance with Article 40.00 of the collective agreement. It is understood that the Employer's obligations in this respect do not apply to plans for which the Nurse is currently responsible for the full cost of contributions.

1.12 Re-employment Considerations

It is intended that TSP participants not be re-employed by an acute care employer during their TSP payment period. For purposes of this program, acute care employer includes the following employers: Nova Scotia Health Authority and Izaak Walton Killam Health Centre. A Nurse in receipt of a TSP payment who is re-employed with an acute care employer will be required to repay an amount equal to the remaining portion of the TSP payment period. The repayment may be achieved through a payroll deduction plan that provides for full recovery over a period that is no more than twice the length of the remaining TSP payment period or through a lump sum payment. The Nurse has the right to determine the method of repayment.

1.13 Number of Nurses

Notwithstanding anything in this Agreement, the Employer is only required to provide a TSP payment to the same number of Nurses as the Employer has reduced its complement.

1.14 Severance Payment Method

It is understood that the method of payment of the severance (for example, lump sum or incremental payment schemes) shall be determined by the Nurse, provided that the total amount of payment is fully paid within the applicable notice payment

period (not greater than fifty-two (52) weeks). That is, lump sum payments or other incremental payment schemes are possible.

1.15 Transition Services / EAP

Nurses covered under this program will be allowed to participate in any Regional Transition or EAP programs available to health sector Nurses in the province.

1.16 Transition Allowance

Nurses who resign with a TSP payment will be eligible for a transition allowance up to a maximum of \$2,500. This sum may be utilized for one or a combination of the following:

- to assist in offsetting the costs in moving to accept a position with another employer, which is located a distance of 50 kilometers or more from the site of their previous usual workplace; and
- to cover the cost of participation in employer-approved retraining programs. The Employer will not unreasonably withhold such approval.

In all cases Nurses will require receipts for recovery of expenses. Only expenses incurred during the TSP severance payment period following the date of resignation are eligible for reimbursement under this Program.

ARTICLE 34 - THE PENSIONS

34.00 Coverage of Employees

- (a) Nurses who are presently covered by a pension plan shall continue to be covered by the terms of that plan, subject to any mutual agreement to the contrary. For greater clarity, Nurses shall remain in their current pension plan in the event they change positions within the NSHA.
- (b) Nurses newly hired in Public Health Addiction and Continuing Care in the Eastern, Northern and Western zones of the NSHA shall be brought under the terms of the Nova Scotia Superannuation Pension Plan.
- (c) All other Nurses not presently covered by a pension plan shall be brought under the terms of the NSHEPP unless altered by mutual agreement of the parties.

ARTICLE 35 NURSE PRACTITIONERS

35.00 Except where specifically provided herein, the provisions of the Collective Agreement apply to a Nurse Practitioner as defined in Article 4.15.

For the purposes of this article, a Nurse Practitioner who works shift work is an NP who is scheduled on a work rotation of days, evenings, and night shifts or combinations thereof to meet operational requirements.

35.01 Hours of Work

- (a)** A Nurse Practitioner is responsible, through a collaborative scheduling process, **subject to approval by the Employer**, 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.
- (b)** Nurse Practitioners who **work** shift work shall receive the weekends off provided by the rotations agreed to between the Employer and the **Nurse Practitioner**.

35.02 Nurse Practitioner - Overtime

A Nurse Practitioner shall be entitled to thirty-seven and one-half (37.5) hours leave with pay) each fiscal year to recognize occasions where such Nurse Practitioner works in excess of seventy-five (75) hours biweekly. Any authorized overtime hours which may exceed thirty-seven and one-half (37.5) hours in a fiscal year will be in accordance with Article 7.18.

At such point as the hours may exceed thirty-seven and one-half (37.5), the Nurse Practitioner will be responsible to provide an accounting of hours to the Nurse Practitioner's immediate management supervisor.

This provision is pro-rated for part time Nurse Practitioners.

35.03 Nurse Practitioner Permanent Transfer

A Nurse Practitioner is expected to work within and throughout the community and/or population served as defined **by the Employer in consultation with the individual Nurse Practitioner**, 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.

35.04 Nurse Practitioner Position

means an individual Nurse Practitioner's job defined by the Employer in consultation with the individual Nurse Practitioner and will include the percentage of full-time hours.

35.05 Nurse Practitioner - Recognition of Previous Experience

When a Nurse Practitioner has produced proof or evidence of **the Nurse Practitioner's** 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.

35.06 Holiday Premium Pay

A Nurse Practitioner is expected to organize **the Nurse Practitioner's** work to provide for holidays off. However, if the Employer requires such Nurse Practitioner to work on a holiday, Article **10.23 or 10.24, whichever is applicable** would apply.

35.07 Required Education

When a Nurse Practitioner is required by the Employer to attend courses, the Nurse Practitioner **shall endeavour** to schedule such course(s) into **the Nurse Practitioner's** regular hours of work.

Where it is not possible to schedule such required education into the Nurse Practitioner's regular hours of work, the Nurse Practitioner shall be paid in accordance with the applicable Appendix "B".

35.08 Nurse Practitioner Work Location

means the community and/or population served as defined by the Employer in consultation with the individual Nurse Practitioner.

35.09 Security Measures

Where a Nurse Practitioner is required to work alone, the Nurse Practitioner shall be provided a copy of the Employer's Working Alone Safety Plan. Such Nurse Practitioners shall be provided with a communication device with direct access to 911 for emergency situations.

35.10 Nurse Practitioner Vacation Scheduling

(a) A Nurse Practitioner is expected to organize and take vacation(s) in collaboration with other Nurse Practitioner colleague(s) and/or other care providers in order to accommodate coverage for the vacation period. (The coverage must be acceptable

to the Employer and operational requirements must be met). The Nurse Practitioner shall forward the vacation schedule and plan for coverage to the Employer at least two (2) months prior to the planned first day of the vacation period.

(b) Where the Nurse Practitioner has not forwarded all vacation periods to the Employer by December 1st of a given Fiscal Year, the Employer, in consultation with the Nurse Practitioner, may schedule the vacation of a Nurse Practitioner in accordance with the operational needs of the Employer

35.11 Maximum Hours of Work

(a) Unless mutually agreed otherwise Nurse **Practitioners who work shift work** 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 **Practitioner** reports to work, except in emergency situations.

(b) A Nurse **Practitioner** who works more than sixteen (16) hours as set out in Article 35.11(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 **Practitioner** and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

35.12 Nurse Practitioner Work Location

means the community and/or population served as defined by the Employer in consultation with the individual Nurse Practitioner.

35.13 Nurse Practitioner Trial Period

Should the successful candidate for a Nurse Practitioner position 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. Following discussion with the Nurse Practitioner and the Union, the Employer, with written notice to the Nurse Practitioner affected and the Union, may extend the trial period for a total period of up to one thousand nine hundred and fifty (1950) hours worked in the position.

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.

35.14 Nurse Practitioner Resignation

A Nurse Practitioner, **who does not work shift work as defined in Article 35**, shall provide a minimum of three (3) months written notice of resignation 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.

35.15 Notwithstanding Article 35.16 (below), the following articles are applicable to Nurse Practitioners who work shift work:

Article 7.00 Hours of Work
Article 7.01 MOA re: shift length
Article 7.02 Shift start and stop times
Article 7.16 Smoothing
Article 7.20 Meal Allowance
Article 8.06 Shift Premium
Article 8.07 Weekend Premium

35.16 Exceptions

The articles not applicable to Nurse Practitioners, except as provided in Article 35 are:

Article 7.00 Hours of Work
Article 7.01 MOA for changes in shift length
Article 7.02 Shift start and stop times
Article 7.03 Scheduling Model
Article 7.04 Shift Duration and Rotation changes
Article 7.06 Meal and Rest Breaks
Article 7.07 Maximum Hours of Work
Article 7.08 Posted Schedules
Article 7.09 Changed Schedules
Article 7.11 Consecutive Shifts
Article 7.12 Rotating Shifts
Article 7.13 Minimum hours between shifts
Article 7.14 Days Off
Article 7.15 Weekends Off
Article 7.16 Smoothing
Article 7.17 Nursing Coverage
Article 7.18 Overtime Provisions
Article 7.20 Meal Allowance
Article 7.21 Work Area Specific Casual Lists
Article 7.22 Part-time and Casual Nurse Availability Forms
Article 7.23 "Prior to Posting" – Extra shifts
Article 7.24 Relief Shifts
Article 7.26 Cancelled shifts
Article 7.27 Standby
Article 7.29 Call back while on Standby
Article 7.30 Rest Interval After Call Back
Article 7.31 Compensation when Rest Interval Not Taken
Article 7.32 Remote Consulting on Standby
Article 7.33 Communication Devices
Article 8.06 Shift Premium
Article 8.07 Weekend premium
Article 10.03 Vacation Scheduling

- Article 10.04 Vacation Request Approval
- Article 10.05 Restriction on Numbers of Nurses on Vacation
- Article 10.06 Unbroken Vacation
- Article 10.18 Holidays – Christmas/New Years
- Article 23.03 Transportation to/from Work
- Article 30 Casual Nurses
- Article 38 Long and Short Assignments
- Article 39.07 Overtime for Part Timers

ARTICLE 36 – EMPLOYER’S LIABILITY

36.00 Employer’s Liability

The Employer, the Union, and the Nurses agree to be bound by Appendix H.

ARTICLE 37: TEMPORARY REASSIGNMENT

37.00 In circumstances where there is a staff need in a work area and the capacity to assign Nurses from another work area, and the Employer deems the Nurse to be capable of performing the required duties, the Employer may in accordance with this Article temporarily reassign a Nurse.

37.01 Temporary Reassignment

- (a) occurs when a Nurse is temporarily assigned by the Employer **within the Reassignment area**:
 - (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.

For the purposes of the Article, “Reassignment Area” means, for a Nurse whose worksite is within Halifax Regional Municipality, a driving distance of fifty (50) km from the Nurse’s worksite, and for all other Nurses, a driving distance of seventy-five (75) km from the Nurse’s worksite.

- (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 **in accordance with the applicable travel policy**
- (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) **Any reassignment pursuant to this Article will not affect the Constituent Union of the Nurses. The Employer will endeavor to reassign Nurses within the same Constituent Union.**
- (f) 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.
- (g) If a situation requires a temporary reassignment, an Employer shall first request volunteers for the temporary reassignment. **In the event of multiple volunteers, the Employer will give preference to seniority provided that the Nurses are of equal merit.** If no Nurse volunteers, the Employer shall reassign in an equitable manner.
- (h) **Voluntary Reassignment Outside Reassignment Area**

Notwithstanding Article 37.01(a), a Nurse may volunteer to accept a reassignment outside the Reassignment Area. In that event, the Employer must consult with the relevant Union(s) and advise the Nurse of the length of time of the reassignment and cover those expenses identified in Article 37.01(c) and other travel expenses pursuant to the applicable travel policy. Any extension or change in the reassignment must be agreed to by the Nurse with further consultation with the Union(s).

37.02 Emergencies

If the circumstances are of an urgent nature or an emergency, the Employer may reassign Nurses within the same classification or position classification title series, pending the completion of the reassignment process as outlined in Article 37.01.

37.03 Job Postings

The Employer's right to fill vacancies in accordance with this provision shall not be used to avoid the posting of vacancies in accordance with Article 12. The Employer shall not exercise the right to reassign in an unreasonable or arbitrary manner. The Employer may post a position in any circumstances in which the Employer deems this warranted.

37.04 Grievances

Before a grievance on reassignment is referred to arbitration, the circumstances are to be reviewed by the Joint Committee on Technological Change or Zone Labour Management Committee (NSHA)

37.05 Notification to the Union

The Employer will notify the Zone Labour Management Committee Nurses reassigned pursuant to Article 37.

ARTICLE 38 LONG AND SHORT ASSIGNMENT

38.00 Casual Availability List

The Employer shall maintain a Casual Availability List in accordance with Article 7.21.

38.01 Nurse(s) on Recall List

Notwithstanding any provision of this Article, all available casual work shall be first offered to a Nurse who has recall rights provided she possesses the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. A Nurse on the Recall List may instruct the Employer to remove the Nurse's name from a Work Area Specific Casual List at the time of layoff notice or any time during the recall period as specified in Article 32.

38.02 Long Assignments

- (a) A Long Assignment is non-permanent work of a duration greater than nine (9) months and shall be used for the purpose of filling vacancies temporarily vacated as a result of long term disability, job-share arrangements, Workers' Compensation leave, and approved leaves of greater than nine (9) months; and for staffing special projects.
- (b) Except in the circumstances outlined in paragraph (c) below Long Assignments shall be posted in accordance with Article 12.
- (c) Where the Long Assignment is being used to temporarily replace a Nurse on a pregnancy-related absence for a continuous period in excess of nine (9) months, which includes the total pregnancy leave combined with a Nurse's parental leave and any other related leave, the assignment may be filled in accordance with the procedure in Article 38.02. A Nurse on such long assignment shall in all other respects be treated as a Nurse on Long Assignment.
- (d) A permanent Nurse who applies for and accepts a Long Assignment shall maintain the Nurse's permanent status for the duration of that Assignment. Benefits shall be pro-rated in accordance with the designation of the Assignment.
- (e) A casual Nurse who accepts a Long Assignment shall receive fifteen (15) days paid vacation leave pro-rated for the designation and the duration of the Nurse's assignment.
- (f) Notwithstanding Article 30.15, a casual Nurse who accepts a Long Assignment shall only be excluded from the following benefits:
 - (i) Vacation (Article 10)
 - (ii) Pregnancy Leave Allowance (Article 13.04)

- (iii) Adoption Leave Allowance (Article 13.06)
 - (iv) Deferred Leave (Appendix D)
 - (v) Leave of Absence for Political Office (Article 9.07)
 - (vi) Military Leave (Article 9.14)
 - (vii) Education Leave (Article 9.09)
 - (viii) Retirement Allowance (Article 19)
 - (ix) Job Security (Article 32)
 - (x) Job Sharing (Article 27)
 - (xi) Long Term Disability (Article 20.00)
- (g) All benefits enjoyed by a casual Nurse in a Long Assignment shall be pro-rated, if appropriate, for the designation and duration of the Assignment.
- (h) A casual Nurse who accepts a Long Assignment shall be entitled to:
- (i) Group Insurance (Article 40), Medical Benefits, and at the casual Nurse's option, Pension (Article 19), so long as the Nurse meets the eligibility requirements of the applicable plan, pro-rated for the designation of the Long Assignment if the designation of the Long Assignment is .4 FTE but less than full time;
 - (ii) Group Insurance (Article 40), Medical/Dental Benefits, and, at the casual Nurse's option, Pension (Article 19) so long as the Nurse meets the eligibility requirements of the applicable plan, if the designation is full time;
- (i) A casual Nurse who accepts a Long Assignment will be scheduled in accordance with Article 7 of this Agreement.
- (j) Overtime shall be granted in accordance with Article 7 or Article 39, whichever is applicable to the Assignment.
- (k) When the Long Assignment ends, a permanent Nurse shall return to the Nurse's former position, or if that position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.
- (l) When a Long Assignment ends, a casual Nurse shall return to the Work Area Specific Casual List(s).
- (m) If a Long Assignment or consecutive Long Assignment(s) extends beyond four (4) years, a casual Nurse in such Assignment(s) shall receive all benefits a permanent Nurse would receive.

38.03 Short Assignments

- (a) A Short Assignment is non-permanent work of a duration of greater than two (2) months but not exceeding nine (9) months.
- (b) Short Assignments shall be filled from the Work Area Specific Casual List as follows:

- (i) Nurses on the recall list in order of their seniority;
- (ii) permanent part-time Nurses in order of their seniority;
- (iii) casual Nurses in order of their seniority.

Notwithstanding this language and that the Nurse is on the WASCL, the Employer can bypass seniority if it can be demonstrated that the Nurse lacks necessary skills, qualifications or abilities for a short assignment.

- (c) If a Short Assignment is not able to be filled in accordance with Article 38.03 it shall be posted in accordance with Article 12.
- (d) A Nurse offered a Short Assignment is not required to accept the Assignment.
- (e) A permanent Nurse who accepts a Short Assignment shall maintain the Nurse's permanent status for the duration of that Assignment. Benefits shall be pro-rated for the designation of the Assignment, if applicable.
- (f) A casual Nurse who accepts a Short Assignment shall receive the following benefits, prorated, if applicable for the designation of the Assignment:
 - (i) fifteen (15) days' unpaid vacation per year;
 - (ii) Leave for Union Business (Article 5);
 - (iii) Leaves (Article 9), excluding Pregnancy Leave Allowance, Adoption Leave Allowance, General Leave, Leave of Absence for Political Office, Prepaid Leave, Military Leave, Education Leave;
 - (iv) Sick Leave as applicable under Appendices K-O. For General Leave under Appendix L and M, ~~except that~~ leave for personal illnesses or injuries shall not be limited to periods of three (3) days or less (Appendix L, Article NS19.11, Appendix M, Article PH22.01, PH20.06, PH20.20).
 - (v) Eleven percent (11%) in lieu of benefits.
- (g) A casual Nurse who accepts a Short Assignment will be scheduled in accordance with Article 7 of this Agreement.
- (h) Overtime shall be granted in accordance with Article 7 or Article 39, whichever is applicable to the Assignment.
- (i) When a Short Assignment ends, a permanent Nurse shall return to the Nurse's previous position, or if that position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.
- (j) When the Short Assignment ends, a casual Nurse shall return to the Work Area Specific Casual List(s).

38.04 Part-time Nurses Accepting Assignments of Full-time Hours

Any part-time Nurse whose name is on a Work Area Specific Casual List(s) shall have the Nurse's name removed from the list(s) during the assignment of full-time hours.

38.05 Termination of Assignments

- (a) The Employer may terminate a Long Assignment or a Short Assignment, at any time.
- (b) If a Long Assignment or a Short Assignment is to be discontinued, the Employer shall advise the Nurse in writing not less than ten (10) days prior to the date of discontinuance.
- (c) The Employer will notify the Union when a Long Assignment or Short Assignment is discontinued.

38.06 Pay in Lieu of Notice

Where less notice in writing is given than required in Article 38.05(b), a Nurse shall continue to receive pay for the number of days for which the notice was not given.

38.07 Completion of Assignments

- (a) Subject to paragraph (b), a Nurse who accepts a Long or Short Assignment cannot commence another such assignment until the Nurse's existing assignment is completed.
- (b) The restriction above in paragraph (a) will not apply in cases where a subsequent assignment arises in the same classification and on the same unit or on a work unit where the Nurse would not require additional training or orientation to perform the duties of the subsequent assignment.

38.08 Casuals Placed in Assignments

- (a) A casual Nurse on a full-time Long or Short Assignment shall have the Nurse's name temporarily removed from all Work Area Specific Casual Lists for the duration of the Assignment.
- (b) A casual Nurse on a part-time assignment shall be restricted in accordance with Article 7.21 (f)(i) and (ii).

ARTICLE 39 - PART-TIME NURSES

39.00 Application of Collective Agreement

Except as specifically provided herein, the provisions of this Agreement shall apply to part-time Nurses as defined in Article 4.

39.01 Entitlement to Benefits

Part time Nurses will be covered by this Agreement and shall be entitled to benefits pro-rated on the basis of hours worked, except as otherwise agreed to by the Parties.

39.02 Hours Worked

(a) **“Hours worked” for a part-time Nurse shall mean the Nurse’s designated hours of work.**

(b) **Although not “hours worked” as applicable in this Article, when a part-time Nurses works an extra shift or relief shift assignment, she shall receive an additional amount over and above her current rate of pay in lieu of benefits.**

i. A Part-time Nurse who accrues sick leave credits shall receive an additional eleven percent (11%) over and above her current rate of pay in lieu of benefits for an extra shift or a relief shift. In addition, she shall accrue sick leave credits for the extra shift or relief shift.

ii. A Part-time Nurse who is covered under General Leave and Short Term Illness provisions shall receive eleven percent (11%) over and above her current rate of pay in lieu of benefits for an extra shift or a relief shift.

(c) **Part-Time Smoothing**

The provisions of Article 7.16 also apply to a “smoothed” Part-Time Nurse. If a **permanent Part-Time Nurse or part time nurse in a long/short assignment** 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. **Such request shall not be unreasonably denied.**

This provision does not alter the application of Articles 7.21, 7.22, 7.23, or 7.24 to a “smoothed” Part-Time Nurse, nor does it remove the right of a “smoothed” Part-Time Nurse to overtime compensation **for extra or relief shifts**, based on actual hours worked (rather than hours “smoothed”). **No entitlement to overtime will exist for regularly scheduled hours within a Part Time Nurse’s smoothed schedule pursuant to article 7.04 (e).**

39.03 Earning Entitlements

For the purposes of earning entitlement to a benefit (e.g., vacation increment, merit increments, pregnancy leave, etc.), calendar time of employment will be applicable.

39.04 Unpaid Leave

Unpaid leave, such as pregnancy leave, will not be pro-rated as to the length of time granted.

39.05 Bereavement Leave

A Nurse who has a death in her 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 as to the Nurse's designation. All other bereavement leaves pursuant to Article 9.04 shall not be pro-rated.

39.06 Service

Service of a Part Time Nurse shall be in accordance with Article 4.24.

39.07 Overtime

- (a) Part-time Nurses will be entitled to overtime compensation in accordance with this Agreement when they work in excess of the normal full-time bi-weekly hours.
- (b) Part-time Nurses who are scheduled for a shift of seven (7) or more hours will be entitled to overtime compensation for time worked beyond the scheduled hours.
- (c) Part-time Nurses who are scheduled to work a shorter period than the full-time shift will be entitled to overtime compensation after they have worked the equivalent of a full shift.
- (d) Where part-time Nurses are scheduled to work less than the normal hours per bi-weekly period of full-time Nurses in the work unit, straight time rates will be paid up to and including the normal work hours in the bi-weekly period of the full-time Nurses and overtime rates will be paid for hours worked in excess thereof.

39.08 Group Insurance

- (a) Part-time Nurses (.4 FTE or greater) will be covered by a medical plan which is equivalent in coverage to the health care plan covering full-time Nurses. The Employer will pay 65% of the total premium cost for such health care coverage. The Nurse agrees to pay 35% of her total premium cost.
- (b) Part-time Nurses (.4 FTE or greater) will be covered by group life insurance with benefit entitlement prorated on the basis of hours worked. For example, fifty per cent (50%) of the full-time hours in a position with an annual (full-time) salary of \$30,000 will have her insurance coverage based on \$15,000 per annum salary.
- (c) Part-time Nurses are entitled to coverage pursuant to the Long Term Disability Plan applicable to full-time Nurses covered by this collective agreement.

39.09 Pension

- (a) Part-time Nurses who are presently covered by a pension plan shall continue to be covered by the terms of that plan.
- (b) Part-time Nurses not presently covered by a pension plan shall be brought under the terms of one of the existing plans, as determined by mutual agreement of the parties.

ARTICLE 40 - GROUP INSURANCE

40.00 Group Life and Medical Plans

The Employer will continue to participate with employees in the provision of group life and medical plans as exist at the coming into force of this Agreement unless amended in accordance with the rest of this Article. The Employer agrees to pay 65% of the total premium cost for all Nurses covered by the health and dental care plans attached hereto and forming part of this Agreement.

40.01 Long Term Disability Plans

The terms of the long term disability plans, including those changes adopted from time to time, shall be deemed incorporated by reference into this collective agreement and shall be considered enforceable in the same way as all other provisions of this collective agreement. This provision applies to all of the plans in effect as of the signing date of this collective agreement, unless otherwise agreed by the parties.

40.02 Provincial Group Benefits Committee

A Provincial Group Benefits Committee will provide advice and make recommendations regarding the group benefit plan administered by HANS. This includes Basic Life, Health and Dental, and Optional Benefits. This does not include the LTD plans or the pension plans.

40.03 Committee Composition

The Committee shall be comprised of representatives of the unions and employers, as follows:

Four union representatives – each of the four major Unions (CUPE, Unifor, NSNU and NSGEU) will select a representative;

Four employer representatives – these will be selected from both NSHA and IWK and employers represented by HANS;

A representative from the HANS Group Benefits Service will participate in the committee on a non-voting, ex-officio basis.

40.04 Purpose of Committee

The purpose of the committee is to provide a forum for constructive engagement amongst representatives of plan participants, employers and the plan sponsor on issues of importance to the group benefits plan, including plan design, administration, and communication.

40.05 Amendment of Benefit Coverage

The Committee will be consulted on all proposed changes to the content and coverages offered under the applicable group benefit plan. Such changes will not be made without agreement of the majority of the Committee. The Committee, upon reaching a majority position, will forward its recommendation to the HANS Board of Directors for implementation.

40.06 Additional Responsibilities of Committee

Where in any given fiscal year the plan administrator determines that an ongoing surplus has arisen in the plan which is of sufficient magnitude to allow an adjustment of benefits the matter will be referred to the Committee for determination.

40.07 Limitations on Powers of Committee

The Committee shall not be authorized to make any adjustment to benefits that would have the effect of increasing the overall ongoing cost of the plan to employers and Employees.

40.08 Terms of Reference

The Committee shall operate in accordance with its terms of reference which shall include a process to be used to resolve issues which cannot be resolved through consensus among the members of the Committee.

ARTICLE 41: LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

41.00 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.

41.01 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.

41.02 Letters of Agreement and Memoranda of Agreement that remain in effect, are detailed in Appendix "S".

ARTICLE 42: TERM OF AGREEMENT

42.00 This Collective Agreement shall be for the period commencing November 1, **2014**, and ending October 31, **2020**, 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.

Appendix "A"

Classifications and Pay Scales

Pay tables to be reviewed and inserted prior to effective date of the agreement based on the increases as below:

- i. Increase of 1% to all rates on November 1, 2016;
- ii. Increase of 1.5% to all rates on November 1, 2017;
- iii. Increase of 0.5% to all rates on October 31, 2018;
- iv. Increase of 1.5% to all rates on November 1, 2018;
- v. Increase of 0.5% to all rates on October 31, 2019;
- vi. Increase of 1.5% to all rates on November 1, 2019;
- vii. Increase of 0.5% to all rates on October 31, 2020.

APPENDIX "B"
EDUCATION and EDUCATION PREMIUMS

Appendix "B1"

NSNU in Central, Eastern, Western and Northern Zones (former DHAs 1-9), and IWK

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".

NSNU 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 (form will need to included)

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)

NSHA

- ✓ 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. **If attending a conference, the Nurse can only claim the conference as a whole.**

Some examples of courses that apply:

- ✓ Non-Violent Crisis Intervention (in the year in which the course is taken)
- ✓ Team Building

NSHA

- ✓ 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.

Nurses are required to receive authorization from their manager prior to claiming a webinar. Such Authorization shall not be unreasonably denied.

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. **Only modules having a test component will be considered (if there is no test component the learning may be considered a webinar pursuant to E).**

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

NSHA

- ✓ 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)

For greater clarity, the following are not considered eligible for Practice Premiums (this list is not exhaustive):

- **CRNNS requirements for licensure (i.e. mandatory education or development of personal learning plans)**
- **CPR & CPR recertification**
- **WHMIS**
- **Emergency Preparedness (Code procedures)**
- **Emerald Education**
- **SIMS orientation / continuing competency**
- **Fit mask testing**
- **In-service on accreditation process/results**
- **Town halls**
- **Respectful Workplace Sessions**
- **Shop Steward workshops pertaining to orientation to the role**
- **Shop Steward sessions on new collective agreements**
- **Retirement planning session**

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)

NSHA

- 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. **Nurses can only claim once for the same publication.**

- 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)

If a Nurse claims points for speaking at a Conference, the Nurse cannot also claim Practice Premium points for attending the Conference, unless the Nurse attended the conference in full (not just the time spent speaking).

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

Volunteer for social activities of any kind do not qualify for Leadership Premiums.

Appendix "B2"

NSGEU Registered Nurses in Central Zone (former DHA 9)

19.12 In-Service Conferences

- (a) The Employer may grant permission to an employee to attend in-service conference(s), where in the opinion of the Employer, such a conference is relevant to the employee's respective field and where such attendance will not interfere with efficient operation. Such permission shall not be unreasonably withheld.
- (b) Where an in-service conference(s) is not held during the employee's scheduled hours of work, the employee shall be paid for all hours of attendance in accordance with Article 15 or Article 39, whichever is applicable.

19.17 Education Leave

- (b) Where the Employer requires and authorizes in writing an employee to pursue an educational program which specifically relates to job requirements, a full or partial leave of absence with pay may be granted to the employee. Where leave is granted, the Employer will pay for tuition and books.
- (c) Upon completion of education leave pursuant to this Article, an employee shall be entitled to return to her former position. Where the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.
- (e) Upon completion of education leave pursuant to this Article, an employee shall be entitled to return to her former position. Where the position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.

34.21 Educational Premiums - Post-Graduate Training - 3 Months

A Registered Nurse, with post graduate training of three (3) months, but less than six (6) months and who is utilizing this course, shall be paid, effective on April 1, 2008, an additional \$27.82 per month, provided that she has utilized this course within four (4) years prior to employment. Recognition of clinical courses of two (2) months' duration provided by the former Victoria General Hospital shall be given for the purpose of this Article.

34.22 Post-Graduate Training - 6 Months

A Registered Nurse with post-graduate training of six (6) months or more, and who is employed in a capacity utilizing this course, shall be paid, effective on April 1, 2008, an additional \$55.65 per month, provided that she has utilized the course within four (4) years prior to employment.

34.23 Baccalaureate Degree

A Registered Nurse who has received a Baccalaureate Degree in Nursing and has completed four (4) months' continuous service shall be paid, effective on April 1, 2008, an additional \$120.57 per month.

34.24 Masters Degree

A Registered Nurse who has received a Masters Degree in Nursing and has completed four (4) months' continuous service shall be paid, effective on April 1, 2008, an additional \$163.42 per month.

34.25 No Pyramiding of Benefits

An employee may not qualify for more than one (1) payment under Articles 34.21, 34.22, 34.23, and 34.24.

34.26 Discontinuation of Premium

Notwithstanding Article 34.27, Education Premium shall be discontinued where:

- (a) the employee is on leave of absence with pay or part pay in excess of thirty (30) days, or without pay. An employee on leave of absence with part pay for thirty (30) days or less shall have the premium reduced on a pro-rata basis.
- (b) the premium is not contingent upon the requirement that the additional training be utilized in the performance of the employee's functions.

34.27 Employer Conducted Post-Graduate Training

An employee enrolled in post-graduate training courses, pursuant to Article 34.21 and 34.22, conducted by the Queen Elizabeth II Health Sciences Centre shall continue to receive an Education Premium which she is in receipt of prior to the commencement of the course of study.

34.28 CNA Certification

A Registered Nurse 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 shall be paid an additional \$83.00 per month commencing on the first calendar day of the new month after she has submitted proof of the certification to the employer.

Appendix “B3”

NSGEU Licensed Practical Nurses in Central Zone (former DHA 9)

19.12 In-Services Conferences

- (a) The Employer may grant permission to an Employee to attend in-service conference(s), where in the opinion of the Employer, such a conference is relevant to the Employee’s respective field and where such attendance will not interfere with efficient operation. Such permission shall not be unreasonably withheld.
- (b) Where an in-service conference(s) is not held during the Employee’s scheduled hours of work, the Employee shall be paid for all hours of attendance in accordance with Article 15 or Article 39, whichever is applicable.

Appendix “B4”

NSGEU Nurses in PHACC Eastern, Western and Northern Zones (former DHAs 1-8)

Education Leaves and Premiums PHACC

20.26 Education

(a) Education Leaves

- (i) At the Employer’s discretion, the Employer may grant a leave of absence for an educational leave which may be fully subsidized, partially subsidized, or granted with no financial assistance.
- (ii) Subject to operational requirements, leave of absence with pay shall be granted to allow an employee to write examinations for courses approved by the Employer prior thereto.
- (iii) It is understood and agreed that if training and/or educational leave is required by the employer it is considered work time in accordance with the applicable provisions of this agreement. The Employer will pay for any required tuition and books.
- (iv) Leaves of absence for education purposes shall not be unreasonably denied.
- (v) Subject to the terms of individual benefit plans, while an employee is on Education Leave, the Employer shall allow participation in medical, disability, group life and pension benefit plans. The employee and the Employer will each continue to pay their share of the premium costs for maintaining coverage during the period of Leave.
- (vi) When an Employee reports for work upon the expiration of an Education Leave, the Employee shall resume work in the position held by the Employee immediately before the leave began or where that position is eliminated in a comparable position with not less than the same wages and benefits, with no loss of seniority or benefits accrued to the commencement of the leave. (b) Roles and Responsibilities

The following is an outline of the roles and responsibilities of the Employer and employees for staff training and development.

- (i) The Employer is responsible for:
 - providing advice and consulting services in identification of needs, and selection, design, conduct and evaluation of training and development programs;
 - coordinating, developing, and contracting training and development programs to meet service-wide needs;
 - developing comprehensive human resource development policies which meet the requirements of the Employer; • developing service-wide systems for the planning, control, delivery and evaluation of training and development;

NSHA

- identifying the training requirement of employees in order to meet operational needs and policy objectives; and
- making arrangements and providing training and education to meet identified needs.

(ii) The employees are responsible for:

- acquiring the knowledge and skills necessary to perform their present jobs effectively;
- identifying, in conjunction with the Employer, areas in which their knowledge and skills are, or may be, deficient;
- participating in training activities provided by the Employer (which may include formal training programs and/or on-the-job training and experience); and
- ensuring that job knowledge and skills once outlined are maintained.

35.17 Education Premiums for Nurses PHACC

(a) University Diploma

A Registered Nurse with one (1) year University Diploma in Nursing Service and Administration shall be paid an additional thirty-six (\$36.00) dollars per month, provided that she has utilized the course within four (4) years prior to employment.

(b) Post Graduate Training - 3 Months

A Registered Nurse with post graduate training of three (3) months, but less than six (6) months and who is utilizing this course shall be paid \$27.82 per month, effective September 1, 2008 provided that she has utilized this course within four (4) years prior to employment. Recognition of clinical courses of two (2) months duration shall be given for the purpose of this Article.

This premium shall apply to Nurses who receive a Canadian Nurses' Association specialty certification.

(c) Post-Graduate Training - 6 Months

A Registered Nurse with post-graduate training of six (6) months or more, and who is employed in a capacity utilizing this course, shall be paid \$55.65 per month, effective September 1, 2008 provided that she has utilized the course within four (4) years prior to employment.

(d) Baccalaureate Degree

A Registered Nurse who has received a Baccalaureate Degree in Nursing and has completed four (4) months' continuous service shall be paid \$120.57 per month, effective September 1, 2008.

(e) Masters Degree

A Registered Nurse who has received a Masters Degree in Nursing and has completed four (4) months' continuous service shall be paid \$163.42 per month, effective September 1, 2008.

(f) CNA Premium

Effective September 1, 2008, a Registered Nurse 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 shall be paid an additional \$83.00 per month commencing on the first calendar day of the new month after she has submitted proof of the certification to the Employer. Nurses will be entitled to receive this premium in addition to any existing education premium that they may be in receipt of.

(g) No Pyramiding of Premiums

An employee may not qualify for more than one (1) payment under Articles 35.17(a) through (g).

(h) Discontinuance of Premiums

An Education Premium shall be discontinued where:

- (i) the Nurse is on leave of absence with pay or part-pay in excess of thirty (30) days, or without pay. An employee on leave of absence with part-pay for thirty (30) days or less shall have the premium reduced on a pro-rata basis.
- (ii) the premium is not contingent upon the requirement that the additional training be utilized in the performance of the employee's functions.

APPENDIX “B5”

CUPE LPNs in Western Zone (former DHAs 1-3)

24.16 Leave for Education

When an Employee is on duty and authorized to attend an education program during the Employee’s regularly scheduled working hours, the Employee shall suffer no loss of regular pay.

When an Employee is required by the Employer to attend courses outside of the Employee’s regularly scheduled working hours, the Employee shall be compensated with time off or pay on an hour for hour basis for time spent in attendance on such courses. A Casual Employee shall be entitled to compensation as pay only. Furthermore, the Employee 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. Wherever possible the Employer will make every effort to arrange for the presentation of the required training / education during an Employees scheduled hours of work.

CUPE MEMORANDUM OF AGREEMENT #8

LPN PRACTICE PREMIUM

LPN Practice premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities.

To be eligible for a premium for a twelve (12) month period commencing November 1, 2012, and November 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

In order for an LPN to qualify s/he must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided to the Employer by October 1st, 2013 and by October 1st each year thereafter. The premium shall be effective following proof for the twelve (12) month period from November 1, 2012 to October 31, 2013 and from November 1 to the following October 31 thereafter. This premium shall be paid in full in a lump sum on or before December 15th, 2013 and on or before December 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA. This premium shall be prorated for Part-time and Casual LPNs 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.

NSHA

In order to qualify for this premium an LPN must claim points in at least two categories. An LPN who qualifies for the premium shall be paid an annual supplement of \$850.

Points earned in one CUPE bargaining unit will be recognized by a subsequent Employer for the purposes of qualifying for this premium. The activities must be relevant to the subsequent Employer. The LPN must meet the portability criteria in accordance with Article 31.

If a disagreement arises concerning an LPN's eligibility for this premium, the Union may file a grievance and, if the grievance is not resolved to the Union's satisfaction, 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 LPN 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 LPN 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.

A. CERTIFICATION IN A SPECIALTY (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 LPN.

These points can only be claimed in the year the certification is awarded.

B. COURSE IN A SPECIALTY 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.

C. COURSE IN A SPECIALTY 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 LPN may receive a certificate of completion/attendance for taking such a course, the LPN 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 LPN will receive 10 points. If the course is a minimum of 7.5 hours in duration the LPN will receive 15 points.

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 LPN works. If the course or workshop is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the LPN will receive 15 points.

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

This category is applicable when the LPN 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 the LPN’s role or if it is a general employee expectation, the points cannot be claimed.

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 LPN 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 LPN may accumulate time from several e-learning modules to obtain the one (1) hour requirement.

If the learning is required to fulfill the LPN’s role or if it is a general employee expectation, the points cannot be claimed.

**PRACTICE PREMIUMS CLAIM FORM AND LEADERSHIP PREMIUMS CLAIM FORM
CLAIM FORM FOR LPN PRACTICE PREMIUMS**

To be Completed and Submitted by LPN by October 1st:

Eligible 12 Month Period	November 1, 20to October 31, 20							
Personal Information	Name							
	FTE Status (FT/PT/Casual)							
	Job Title							
	Classification							
	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
Signed				Date:				

For Internal Use by Management:

Points Approved by Category (Details Attached)								
	A	B	C	D	E	F	G	T
								/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:				

APPENDIX “B6”

Unifor in Eastern Zone (former DHAs 7 and 8)

The provisions of Article 25 are not applicable to a Casual Employee.

25.01 (d) The parties to this Agreement recognize the value of providing ongoing training and development to all employees.

The Employer may determine that a particular course or training opportunity would be of value to a particular employee or group of employees for reasons such as workplace needs, employee requirements, and to maintain and improve employee proficiency. The Employer may direct one or more employees to attend such training as it deems necessary.

Other training opportunities for employees in a particular unit or department will arise from time to time. Where such opportunities arise, if the Employer does not identify one or more employees to attend for reasons as outlined above, the Employer will offer such opportunities to all relevant employees in the unit or department. Approval to attend such opportunities will be based on eligibility to attend, relevance and equity of training opportunities.

Unifor MEMORANDUM OF AGREEMENT

RE: LPN PRACTICE PREMIUM

LPN Practice premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities.

To be eligible for a premium for a twelve (12) month period commencing November 1, 2012, and November 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

In order for an LPN to qualify s/he must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided as Appendix “Q” to the Employer by October 1st, 2012 and by October 1st each year thereafter. The premium shall be effective following proof for the twelve (12) month period from November 1, 2012 to October 31, 2013 and from November 1 to the following October 31 thereafter. This premium shall be paid in full in a lump sum on or before December 15th, 2013 and on or before December 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA. This premium shall be prorated for Part-time and Casual LPNs 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.

NSHA

In order to qualify for this premium an LPN must claim points in at least two categories. An LPN who qualifies for the premium shall be paid an annual supplement of \$850.

Points earned in one CAW bargaining unit will be recognized by a subsequent Employer for the purposes of qualifying for this premium. The activities must be relevant to the subsequent Employer.

If a disagreement arises concerning an LPN's eligibility for this premium, the Union may file a grievance and, if the grievance is not resolved to the Union's satisfaction, 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 LPN 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 LPN 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.

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 LPN.

These points can only be claimed in the year the certification is awarded.

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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.

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 LPN may receive a certificate of completion/attendance for taking such a course, the LPN 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 LPN will receive 10 points. If the course is a minimum of 7.5 hours in duration the LPN will receive 15 points.

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 LPN works. If the course or workshop is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the LPN will receive 15 points.

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

This category is applicable when the LPN 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 the LPN’s role or if it is a general employee expectation, the points cannot be claimed.

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 LPN 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 LPN may accumulate time from several e-learning modules to obtain the one (1) hour requirement.

If the learning is required to fulfill the LPN’s role or if it is a general employee expectation, the points cannot be claimed.

APPENDIX "Q"
PRACTICE PREMIUMS CLAIM FORM and LEADERSHIP PREMIUMS CLAIM FORM
Claim Form for LPN Practice Premiums To be
 Completed and Submitted by LPN by October 1st:

Eligible 12 Month Period	November 1, 20_____ to October 31, 20_____							
Personal Information	Name							
	FTE Status (FT/PT/Casual)							
	Job Title							
	Classification							
	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: _____				

APPENDIX "C"
NLPP CLAIMS FORMS

APPENDIX "D"
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.

(c) Eligibility

Any **Permanent** (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.

NSHA

- (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.

NSHA

- (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 enrol 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"

LAI-D-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).
- (c) Prior to lay off, my designation as a percentage of Full-Time hours was ____%.
- (d) I am interested in being recalled to a **Permanent** 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 **Permanent** Position, I am interested in working additional shifts (which may include a **long/short assignment**, extra shifts, **and** relief 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: _____

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:
Constituent Union; 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 ; **Constituent Union**; Employer*

APPENDIX "G"

Portability of Benefits Form

Requires revision

APPENDIX "H"

LEGAL SUPPORT FOR NURSES AND INSURANCE

The Employer shall provide the following legal support to Nurses who are not otherwise covered through licensing requirements:

A. Allegations of Negligence

- (a) All Nurses who are witnesses or potential witnesses in any legal action which is based on a claim that a patient suffered harm as a result of negligent treatment received at the Nova Scotia Health Authority; and
- (b) Nurses who are named parties (defendants) in a legal action based on a claim that a patient suffered harm as a result of negligent treatment received at the Nova Scotia Health Authority, so long as the Nurse was acting without criminal intent.

B. Other Legal Matters Arising from Employment

In addition, legal support to Nurses may be provided in certain other circumstances where the Nurse has become involved in a legal matter as a result of the Nurse's employment at the Nova Scotia Health Authority. The decision as to whether to provide legal support in such circumstances, and the extent of such support, will be determined by the Employer on a case by case basis.

PROCEDURE

1. All subpoenas and legal notices for Employees of the Nova Scotia Health Authority are to be coordinated in accordance with any applicable policies or guidelines in place at the time by a person(s) designated for this purpose by the Employer. Process servers serving subpoenas and notices should be directed to such person(s).
2. Any Nurse who:
 - (a) has been contacted by a lawyer about a negligence claim, or has been personally served with a subpoena or an originating notice/action (documents commencing a law suit) is required to notify the Supervisor/Manager and to contact the person designated who will communicate appropriately with the Nurse/Management and coordinate contact with legal counsel, as deemed appropriate; or
 - (b) has a request for the provision of legal support as outlined in Section B above must contact the person(s) designated who will determine whether legal support will be provided and the level of such support.
3. Nurses are free to obtain their own legal counsel, but will do so at his/her their own expense.
4. The Nova Scotia Health Authority has an insurance policy which insures Nurses against damages arising from negligence which causes a patient bodily injury, sickness/disease or death so long as the Nurse was acting within the scope of the Nurse's employment.

5. **If a Nurse is required to pay a monetary amount or judgment to any other party because of:**
- (a) **a patient suffering injury as the result of a Nurse acting beyond the scope of the Nurse's employment or with criminal intent; or**
 - (b) **the outcome of a legal matter arising from employment as outlined in Section B above;**

this Appendix H shall not constitute an obligation on the part of the Employer to pay such monetary amount or judgment on behalf of the Nurse, or to reimburse the Nurse for payment of same, even if legal support was provided to the Nurse.

APPENDIX "I"

Part Time Nurse Availability Form

Waiting on Healthcare?

Appendix "J"

Casual Nurse Availability Form

Waiting on Healthcare?

**APPENDIX “K”
NSNU ACUTE CARE (DHA’s1-9, IWK)**

NSNU in former District Health Authorities 1-9 and IWK - “NU” has been used to distinguish the original article numbers as applicable to the NSNU Acute Care Agreement for former District Health Authorities 1- 9 and IWK).

NU16.02 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.

NU16.03 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.

NU16.04 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.

NU16.05 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.

NU20.00 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 **NU20.00** (a), **NU20.01** through **NU20.08** (inclusive), and **NU20.13**.

NU20.01 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.

NU20.02 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.

NU20.03 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.

NU20.04 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.

NU20.05 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.

NU20.06 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.

NU20.07 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.

NU20.08 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.

NU20.09 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.

NU20.10 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.

NU20.11 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.

NU20.12 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.

NU20.13 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 NU20.13 (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.

NU20.15 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.

NU20.16 **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.

NU20.17 **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.

APPENDIX "L"
NSGEU in former Capital District Health Authority (DHA 9)

NSGEU in former Capital District Health Authority (DHA 9) "NS" has been used to distinguish the original article numbers as applicable to NSGEU for former Capital District Health Authority (DHA 9).

NS19.11 General Leave

(a) Employees shall be entitled to leave with pay for General Leave. The combined use of General Leave shall not exceed fifteen (15) days per fiscal year.

(b) The immediate management supervisor may require proof of the need for such leave as she considers necessary.

(c) General Leave consists of:

(i) **Personal Illness and Injury**

An Employee who is unable to perform her duties because of illness or injury for a period not exceeding three (3) consecutive working days, may be granted leave with pay up to a maximum of fifteen (15) working days per fiscal year.

(ii) **Leave for Family Illness**

In the case of illness of a member of an Employee's immediate family, meaning spouse, son, daughter, father, mother, or person to whom the Employee is legal guardian, when no one at home other than the Employee can provide for the needs of the ill person, the Employee may be granted, after notifying her immediate management supervisor, leave with pay up to five (5) working days per fiscal year, for the purpose of making such arrangements as are necessary to permit the Employee's return to work. The immediate management supervisor may require proof of the need for such leave as she considers necessary.

(iii) **Leave for Emergency**

An Employee shall be granted leave of absence with pay up to two (2) working days per fiscal year for a critical condition which requires her personal attention resulting from an emergency which cannot be served by others or attended to by the Employee at a time when she is normally off duty.

(iv) **Leave for Medical and Dental Appointments**

Employees shall be allowed paid leave of absence up to three (3) working days per fiscal year, in order to engage in personal preventative medical and dental care.

(d) For clarification, the combined use of General Leave shall not exceed fifteen (15) days per fiscal year, and within the fifteen (15) days:

(i) leave for family illness shall not exceed five (5) days per fiscal year;

(ii) leave for emergency shall not exceed two (2) days per fiscal year;

(ii) leave for medical and dental appointments shall not exceed three (3) days per fiscal year; and

- (iv) leave for personal illness and injury shall not exceed fifteen (15) days per fiscal year.
- (e) The first three days of any absence taken pursuant to Article NS21, Illness/Injury Benefit, shall be counted as three (3) days of General Leave.
- (f) A new Employee who is appointed subsequent to April 1 shall have her maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service she will accumulate in the fiscal year of appointment.
- (g) Employees who exhaust all or part of their fifteen (15) days' entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal year.

NS21 - ILLNESS/INJURY BENEFIT

NS21.01 Short-Term Illness Leave Benefit

An Employee who is unable to perform her duties because of illness or injury for a period of absence exceeding three (3) consecutive working days may be granted leave of absence at seventy-five per cent (75%) normal salary for those days in excess of the three (3) consecutive working days for each incidence of short-term illness for a maximum of one-hundred (100) days. The first three (3) days of such absence shall be deducted from the General Leave provided for in Article NS19.11.

NS21.02 Joint Rehabilitation Advisory Committee

Within sixty (60) days of the signing of this Agreement, the parties are to establish a Joint Rehabilitation Advisory Committee. This committee will support the Union and the Employer to:

- (a) achieve a safe and timely return to work for Employees absent due to illness/injury;
- (b) develop a continuum of return to work for Employees absent due to illness/injury; and
- (c) advise on the process of rehabilitation.

NS21.03 Recurring Disabilities

- (a) An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article NS21.01.
- (b) An Employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article NS21.01.
- (c) An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article NS21.01.

(d) The provisions of Article NS21.03(c) shall not apply to an Employee who has returned to work for a trial period. In such a case, the Employee will be considered to be within the original short-term leave period as defined in Article NS21.01.

(e) The Employer may require a trial period for any Employee who returns to work after short term illness.

NS21.04 Benefits Not Paid During Certain Periods

General Leave and Short-term illness leave benefits will not be paid when an Employee is:

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;
- (c) on a leave of absence without pay, other than leave of absence for union business pursuant to Article 13 or in the case of circumstances covered under Article NS21.05.

NS21.05 Benefits/Layoff

(a) When an Employee is on short term illness and is deemed eligible for long term disability and is laid off, she shall be covered by both short term and long term benefits until termination of illness or disability entitlement. When such an Employee has recovered or is capable of returning to work, she shall be covered by the provisions of Article 32.

(b) During the period an Employee is on layoff status, she shall not be entitled to benefits under Article NS21 for an illness or disability which commenced after the effective date of layoff. When such an Employee is recalled and returns to work, she shall be eligible for participation in all benefits.

(c) The continuation of benefits payable pursuant to Article NS21.05 shall include any benefits payable in accordance with the Long Term Disability Plan.

NS21.06 Long-Term Disability

Employees shall be covered for Long Term Disability in accordance with Article 20.02. The agreed upon terms and conditions of the Long-Term Disability Plan shall be subject to negotiations between the parties in accordance with the provisions of the Collective Agreement. Employees covered by either the Health Association Nova Scotia ~~NSAHO~~ or the Public Service LTD Plan, will continue to participate in those plans unless otherwise mutually agreed between the Union and the Employer. Employees not covered by an LTD plan shall be covered by an LTD plan agreed to by the Employer and Union.

NS21.07 Deemed Salary

For the purposes of calculating any salary-related benefits, including any salary based contributions required by this Agreement, any Employee on illness leave under Article NS21 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

NS21.08 Proof of Illness

An Employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by

an Employee and if a certificate is not produced after such a request, the time absent from work will be deducted from the Employee's pay. Where the Employer has reason to believe an Employee is misusing sick leave privileges, the Employer may issue to the Employee a standing directive that requires the Employee to submit a medical certificate for any period of absence for which sick leave is claimed.

NS21.09 Sick Leave Application

Application for sick leave for a period of more than three (3) consecutive working days, but not more than five (5) consecutive working days, shall be made in such manner as the Employer may from time to time prescribe and when the application for sick leave is for a period of more than five (5) consecutive working days, it shall be supported by a certificate from a medical practitioner.

NS21.10 Unearned Credits

Upon Death When the employment of an Employee who has been granted more sick leave with pay than she has earned is terminated by death, the Employee is considered to have earned the amount of leave with pay granted to her.

NS21.11 Sick Leave Records

An Employee is entitled once each fiscal year to be informed, upon request, of the balance of her sick leave with pay credits.

NS21.12 Employer Approval

An Employee may be granted sick leave with pay when she is unable to perform her duties because of illness or injury provided that she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and provided she has the necessary sick leave credits.

NS21.13 Alcohol, Drug and Gambling Dependency

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 Employees afflicted with alcoholism, drug dependency or gambling dependency, to undergo a coordinated program directed to the objective of their rehabilitation.

NS21.14 Confidentiality of Health Information

(a) An Employee shall not be required to provide her management supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to Occupational Health Services, if required by the Employer. Occupational Health Services shall only release such necessary information to the Employee's immediate management supervisor, such as the duration or expected duration of the illness, the Employee's fitness to return to work, any limitations associated with the Employee's fitness to work, and whether the illness is bona fide.

(b) All Employee health information shall be treated as confidential and access to such information shall only be given in accordance with this collective agreement or as authorized by law. The Employer shall store Employee health information separately and access thereto shall be given only to the persons in Occupational

Health Services who are directly involved in administering that information or to qualified health care professionals retained by Occupational Health Services.

(c) The Employer shall provide access to health information held in its Occupational Health Department relating to an Employee upon a request, in writing, from that Employee. Where an Employee requests health information about an issue that has become the subject of a grievance, the Employee shall promptly provide the Employer with all health information obtained from the Employer's Occupational Health Department which is arguably relevant to the grievance. All information provided through this process shall be treated as confidential by the Employer and shall be used exclusively for the purpose of reaching a resolution of the grievance in question or, where applicable, adjudicating issues in dispute through the arbitration process.

NS21.15 Report of Injuries

An Employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of her duties to her immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.

NS21.16 Employee Entitlement

(a) Except as provided for in Memorandum of Agreement NS1, an Employee whose illness or injury is one which is covered by the terms of the Nova Scotia Workers' Compensation Act is not entitled to receive any benefits pursuant to Article NS19.11, General Leave, and/or Article NS21.01, Short-term Illness Leave Benefit, for the illness or injury which is covered by the Workers' Compensation Act.

(b) Where the Employee has exhausted credits under Article NS21.16 (including Grandfather Sick Leave Bank credits) an Employee may receive a Workers' Compensation Board (WCB) equivalent payment in accordance with the following:

(i) The payment will be an amount approximately equal to the payment that WCB may approve.

(ii) The Employee agrees that if WCB benefits are approved, such benefits will be reimbursed directly to NSHA.

(iii) The Employee agrees that if WCB is not approved the Employee will be required to file a claim for STI benefits under the provisions of Article NS21.

(iv) The Employee agrees that any period of STI that may be approved subsequent to the denial of WCB benefits will be reconciled against WCB equivalent for that same period.

(v) The Employee agrees that any period for which an Employee is paid WCB equivalent payment for which neither WCB or STI is granted, such payment will be fully recovered from the Employee. A signed promissory note indicating the agreement to re-pay these funds will be required prior to receiving the WCB equivalent payment.

(c) WCB equivalent payment will not exceed one hundred days.

(d) WCB equivalent payment will commence for any pay period for which no pay or WCB benefit is received.

(e) WCB equivalent payment will cease in the event that either STI or WCB is approved, if STI and WCB are declined or one hundred days from date of absence, whichever is earliest.

NS21.17 Recurring Disability

An Employee who ceases to be an Employee and suffers a recurrence of a disability resulting from an injury on the job while in the employ of the Employer will receive benefits in accordance with the provisions of the Workers' Compensation Act.

NS21.18 Alternate Medical Practitioner

For the purpose of this Article,

(a) The Employer may require that the Employee be examined by an alternate medical practitioner. If the Employee is dissatisfied with the alternate medical practitioner selected by the Employer, the Employee shall advise the Employer accordingly, in which case the Employer will provide the Employee with the names of three (3) practitioners and the Employee will select one (1) of the three.

(b) Where the Employer refers an Employee to an alternative medical practitioner pursuant to this Article, and where medical fees in excess of those covered by Medical Services Insurance are incurred by the Employee, the Employer shall pay the cost of these fees.

NS21.19 Ongoing Therapy

An Employee who is participating in a scheduled ongoing series of treatments or therapy shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of Short Term Illness Leave. In order to be deemed as ongoing treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

MEMORANDUM OF AGREEMENT

NS1 Sick Leave Banks*

1. Pre-existing Sick Leave Banks

Employees who have credits in their sick leave banks as of the signing date of this Agreement shall be entitled to maintain those sick leave banks for use in accordance with this Memorandum of Agreement.

2. New and Existing Sick Leave Banks

Effective upon the date of signing of the collective agreement, the Employer will create new sick leave banks and/or allow additional amounts to be credited to the existing sick leave banks of Employees in accordance with the following: Continuing Accumulation in the Banks During the life of this agreement, effective on April 1 in each year, any permanent Employee who has used seven (7) or fewer days of General Leave in the preceding twelve month period, as provided for in Article NS19.11, will be credited with five (5) days to their

sick leave bank. The amounts credited to the banks of permanent Employees on job share and permanent part-time Employees will be credited on a pro-rated basis based on their status on April 1 in each year.

3. Use of Credits in Sick Leave Banks

Employees who have sick leave credits in their banks can utilize them for the following purposes:

(a) **To Cover STI/LTD Gap** Employees may use any sick bank credits to cover off any period between the end of Short-Term Illness Leave (“STI”) entitlement and the date on which they would normally become eligible for LTD. Employees who are not covered by a long term disability plan or who have time in their sick leave bank may use their sick leave banks for the period for which they are sick after the one hundred (100) days for Short-Term Illness has been used, until their sick bank is exhausted. The Employee’s sick bank shall be reduced by one day for each day of entitlement under this section.

(b) **To “Top Up” STI** Employees may use these credits to top up Short-Term Illness benefits. For each day on which the Employee is in receipt of Short-Term Illness the Employee may use her sick bank to “top up” her Short-Term Illness benefit to one hundred per cent (100%) of salary. Twenty-five (25%) percent of the day shall be deducted from the sick bank for each twenty-five per cent (25%) “top-up”.

(c) WCB Earnings Replacement Supplement*

Employees may use these credits to supplement the earnings replacement benefit paid by the Workers’ Compensation Board equal to the difference between the earnings replacement benefit received by the Employee under the Act and the Employee’s net pre-accident earnings. The percentage amount required to achieve the top-up to pre-net accident earnings shall be deducted from the sick bank for each day of the supplement.

APPENDIX "M"

**NSGEU PUBLIC HEALTH, ADDICTION SERVICES and CONTINUING CARE in Eastern,
Western and Northern Zones (former DHAs 1-8)**

"PH" has been used to distinguish the original article numbers as applicable to Public Health, Addiction Services and Continuing Care for Eastern, Western and Northern Zones (former DHAs 1-8).

PH20.06 Leave for Family Illness

In the case of illness of a member of an Employee's immediate family, meaning spouse, son, daughter, or parent, for whose needs no one except the Employee can provide, the Employee may be granted, after notifying the Employer, leave without loss of regular pay up to a maximum of five (5) days per annum. This leave is for the Employee to provide for the temporary care of the Employee's immediate family and for reasonable time to make alternate care arrangements. The Employer may require proof of the need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

PH20.19 Leave for Emergency

An employee shall be granted leave of absence with pay up to two (2) days per annum for a critical condition which requires his personal attention resulting from 45 an emergency (flood, fire, etc.) which cannot be serviced by others or attended to by the employee at a time when the employee is normally off duty.

PH20.20 Leave for Personal Preventive Care

Employees shall be allowed paid leave of absence up to three (3) days per annum, in order to engage in personal preventive medical and dental care. Such leave will be debited against sick leave credits.

PH22.01 General Illness Leave Benefit

- (a) An Employee who is unable to perform her/his duties because of illness or injury for a period not exceeding three (3) consecutive work days may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.
- (b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.
- (c) A new Employee who is appointed subsequent to April 1 shall have her/his maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service she/he will accumulate in the fiscal year of appointment.
- (d) Employees who exhaust all or part of their eighteen (18) work days' entitlement in one fiscal year will have it reinstated on April 1 of the following fiscal.

PH22.02 Short-Term Illness Leave Benefit

- (a) An Employee who is unable to perform her/his duties because of illness or injury for a period of absence exceeding three (3) consecutive work days, may be granted leave of absence at full or partial pay for each incident of short-term illness in accordance with the following:

(i) For Employees with less than one (1) year's service, at 100% of normal salary for the first twenty (20) days of absence and thereafter at 75% of normal salary for the next eighty (80) days of absence;

(ii) For Employees with one (1) or more years of service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) days of absence;

(iii) Employees with credits from accumulated sick leave bank that was grandparented in 1985 from previous employment in the civil service, may top-up each day of benefits granted at 75% of normal salary on the basis of one-half ($\frac{1}{2}$) day sick leave bank deduction per day of top-up.

(iv) The first three (3) days shall be deducted from the General Illness bank of eighteen (18) days.

(b) If an incident of short-term illness continues from one year of employment to the following year of employment, the Employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of Article PH22.02(a) applicable during the year in which the short-term illness commenced.

PH22.03 Recurring Disabilities

(a) An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in Article PH22.02.

(b) An Employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of Article PH22.02.

(c) An Employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of Article PH22.02.

(d) The provisions of Article PH22.03(c) shall not apply to an Employee who has returned to work for a trial period. In such a case, the Employee will be considered to be within the original short-term leave period as defined in Article PH22.02. Trial period shall be determined by the Employer in consultation with the Union, but in no case shall the trial period exceed three (3) months.

PH22.04 Benefits Not Paid During Certain Periods

General illness leave and short-term illness leave benefits will not be paid when an Employee is:

- (a) receiving designated paid holiday pay;
- (b) on suspension without pay;

(c) on a leave of absence without pay, other than leave of absence for Union business pursuant to Article 13 14 of the Agreement or in the case of circumstances covered under Article PH22.05.

PH22.05 Benefits/Layoff

(a) When an Employee is on short term illness and is deemed eligible for long term disability and is laid off, she shall be covered by both short term and long term benefits until termination of illness or disability entitlement. When such an Employee has recovered or is capable of returning to work, she shall be covered by the provisions of Article 32.

(b) During the period an Employee is on layoff status, she shall not be entitled to benefits under Article PH22 for an illness or disability which commenced after the effective date of layoff. When such an Employee is recalled and returns to work, she shall be eligible for participation in all benefits.

(c) The continuation of benefits payable pursuant to Article PH22.05 shall include any benefits payable in accordance with the Long Term Disability Plan.

PH22.06 Long-Term Disability

So long as the plan allows, Employees shall be covered by the terms of the Nova Scotia Public Service Long Term Disability Plan, which forms part of this Agreement. The agreed upon terms and conditions of the Long-Term Disability Plan shall be subject to negotiations between the parties to the plan and may be amended only by mutual agreement.

PH22.07 Deemed Salary

For the purposes of calculating any salary-related benefits, including any salary based contributions required by this Agreement, any Employee on illness leave under Article PH22 shall be deemed to be on 100% salary during such leave, or in accordance with Federal or Provincial Statutes.

PH22.08 Proof of Illness

Application for sick leave shall be made in such manner as the Employer may from time to time prescribe. An Employee may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an Employee and if a certificate is not produced after such a request, the time absent from work will be deducted from the Employee's pay. Where the Employer has reason to believe an Employee is misusing sick leave privileges, the Employer may issue to the Employee a standing directive that requires the Employee to submit a medical certificate for any period of absence for which sick leave is claimed.

PH22.09 Unearned Credits Upon Death

When the employment of an Employee who has been granted more sick leave with pay than he has earned is terminated by death, the Employee is considered to have earned the amount of leave with pay granted to him.

PH22.10 Sick Leave Records

An Employee is entitled to be informed upon request of the balance of his sick leave with pay credits.

PH22.11 Alternate Medical Practitioner

For the purpose of this Article, the Employer may require that the Employee be examined by an alternate medical practitioner.

PH22.12 Alcohol, Drug, Nicotine and/or Gambling Addiction

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 Employees afflicted with alcohol, drug, nicotine and/or gambling addiction, to undergo a coordinated program directed to the objective of their rehabilitation.

PH22.13 Ongoing Therapy

Employees who are participating in a scheduled ongoing series of medically required treatments or therapy shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of Short Term Illness Leave. In order to be deemed as ongoing treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

PH22.14 Confidentiality of Health Information

- (a) Personal health information of Employees shall be kept confidential.
- (b) The Employer will retain health information separately and access shall be given only to those persons responsible for occupational health who are directly involved in administering that information.

PH36 Compensation for Injury on Duty

PH36.01 Reporting of Injuries

An Employee who is injured on duty shall immediately report or cause to have reported an injury sustained in the performance of his duties to his immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.

PH36.02 Injury Pay Provisions

Where an Employee is unable to work as a result of an injury on duty and is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the maximum provided under the Act (ie. The maximum which can be paid without reducing the amount paid by the Workers' Compensation Board).

PH36.03 WCB and Return to Work

Where an Employee 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 Employee shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Employee was unable to work as a result of the Employee's injury on duty.

APPENDIX "N"**CUPE in Eastern, Western and Northern Zones (former DHAs 1-8)**

"CU" has been used to distinguish the original article numbers as applicable to CUPE for Eastern, Western and Northern Zones (former DHAs 1-8).

CU23 Sick Leave

The provisions of Article CU23 (CU23.01 - CU23.08) are not applicable to a Casual Employee. However, a Casual Employee may otherwise be eligible for Worker's Compensation Benefits outside of the provisions of Article CU23.07.

CU23.01 Sick Leave Defined

(a) Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act and shall be payable from the first day of illness.

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

CU23.02 Paid Sick Leave Accrual

Paid sick leave credits shall accumulate at the rate of 11.25 hours for each one hundred and sixty-two and one-half (162.5) regular hours paid. Accrual is effective the first day of employment. Employees shall not be eligible for paid sick leave during his/her probationary period but shall be credited with sick leave accrued upon the completion of his/her probationary period.

CU23.03 Total Sick Leave Accumulation

The unused portion of an Employee's sick leave accumulation shall be available for future sick leave to a maximum of eleven hundred and twenty-five (1125) hours.

CU23.04 Sick Leave Deductions

A deduction shall be made from accumulated sick leave of all normal working hours absent for illness.

CU23.05**(a) Sick Leave Claims**

An Employee may claim sick leave when unable to attend work due to personal illness or injury provided the Employee is able to establish with medical documentation, where required, that the illness or injury prevents the Employee from working. The cost of the medical assessment and related forms, as specified by the Employer and associated with the required medical documentation shall be borne by the Employer. The Employee shall be entitled to paid sick leave where the Employee has sufficient sick leave credits.

(b) Confidentiality of Health Information

(i) An Employee shall not be required to provide her management supervisor specific information relative to an illness during a period of absence. However, such information shall be provided to Occupational Health Services, if required by the Employer. Occupational Health Services shall only release such necessary information to the Employee's immediate management supervisor, such as the duration or expected duration of the illness, the Employee's fitness to return to work, any limitations associated with the Employee's fitness to work, and whether the illness is bona fide.

(ii) All Employee health information shall be treated as confidential and access to such information shall only be given in accordance with this Collective Agreement or as authorized by law. The Employer shall store Employee health information separately and access thereto shall be given only to the persons in Occupational Health Services who are directly involved in administering that information or to qualified health care professionals retained by Occupational Health Services.

(iii) The Employer shall provide access to health information held in its Occupational Health Department relating to an Employee upon a request, in writing, from that Employee. Where an Employee requests health information about an issue that has become the subject of a grievance, the Employee shall promptly provide the Employer with all health information obtained from the Employer's Occupational Health Department which is arguably relevant to the grievance. All information provided through this process shall be treated as confidential by the Employer and shall be used exclusively for the purpose of reaching a resolution of the grievance in question or, where applicable, adjudicating issues in dispute through the arbitration process.

(c) Sick Leave and Probation

A newly hired Permanent Employee shall be on probation for a period of four hundred and ninety-five (495) regular scheduled hours of work. During the probationary period, there shall be no entitlement to paid sick leave. After the first four hundred and ninety-five (495) regular scheduled hours of work an accumulation of 34.27 hours sick time will be credited to that Employee. During the probation period the Employee will be entitled to all rights and benefits of this Agreement except for the fact that during the probationary period the Employer shall have the right to discipline or dismiss any Employee who, in the opinion of the Employer, is unsatisfactory. Any such discipline or dismissal shall not be subject to grievance or arbitration.

CU23.06 Sick Leave Statement

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

CU23.07 Workers' Compensation

(a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article CU23.07(b)(i).

A Permanent Full-Time or Part-Time Employee 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 Employee is able to establish, satisfactory to the Employer, that the illness or injury prevents the Employee from working and the Employee has sufficient sick leave credits.

In such case, the Employee 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 Employee, up to the level of the payment advanced by the Employer.

(b) Injury on Duty – WCB

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

(i) where an Employee is being compensated under the Workers' Compensation Act, pay an Employer WCB payment supplement to the Employee to the extent of the applicable pre-injury bi-weekly pay of the Employee while maximizing the amount payable from the WCB. It is the intent of the parties that in no circumstance shall the Employee receive an increase of income while in receipt of WCB. When this Employer supplement is being paid, the Employer shall deduct from the Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's sick leave credits are exhausted, the Employee shall be paid only the Workers' Compensation Benefits Allowance.

Accumulation of Vacation Credits

(ii) accumulate vacation credits for the Employee to a maximum of one year's vacation credits.

NSHEPP Pension Plan, Group Health and Group Life Benefit Plans

(iii) continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSHEPP Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (ie. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of the WCB period. This shall not determine the Employee's eligibility to participate in the Plans.

WCB and Return to Work

(iv) Where an Employee 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 (2) days or less after the day of the injury, the Employee shall receive an amount equal to regular pay from accumulated sick leave credits for the

period in which the Employee was unable to work as a result of the Employee's injury on duty.

CU23.08 Unpaid Leave

An Employee who has used all her or his sick leave benefits and is still unfit to return to work, but intends to return to work, will be granted an unpaid leave of absence. Subject to Article CU26.04, continuation of such leave shall be subject to a periodic review by the Employer of the Employee's circumstances and the potential for the Employee to return to work.

CU24 Leave of Absence

CU24.17 Sick Leave for Medical/Dental; Family; Emergency

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-seven and one-half (37½) hours per annum (pro rated for Part-Time Employees) debited against sick leave credits in order to:

- (a) engage in and facilitate the Employee's personal preventative medical or dental care. Employees shall advise his/her immediate supervisor when he/she become aware of his/her need for personal medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
 - (i) the Employee's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the Employee's immediate family, as defined in Article 19.02 (a) 24.03(b), who has become ill or disabled, in order to make alternate care arrangements where the Employee's personal attention is required and which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts;
 - (iii) there is a critical condition (fire, flood, or other natural disaster excluding the conditions of Article 19.13 ~~24.22~~) which requires the Employee's personal attention which could not be serviced by others or attended to by the Employee outside of his/her assigned shifts.

The Employer may require verification of the condition claimed. This provision is not applicable to a Casual Employee.

- (c) An Employee will be allowed to use up to 15 of the hours referred to in the preamble of this Article to attend to the Medical and Dental Care of their Immediate Family members.

CU26.04 LTD Program

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

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

(iii) Employees 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 Employees may claim accumulated paid vacation and holiday benefits at any time.

(iv) Subject to Article CU26.04 (v), during the elimination period or while in receipt of Long Term Disability benefits or during the LTD Appeal Process, the Employee may continue to participate in the Benefit Plans provided the Employee agrees to pay the Employee share of the benefit premium contribution.

(v) 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.

(vi) If the Employee remains in receipt of Long Term Disability benefits after the thirty (30) months, the Employee may continue to participate in the Benefit Plans, provided the Employee pays 100% of the cost of the participation (both the Employer and Employee portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.

(vii) The Employer and the Union have a continuing duty to accommodate a disabled Employee and are obligated to consider employment opportunities that meet the Employee's capabilities as established through sufficient medical evidence.

APPENDIX "O"**Unifor in Eastern Zone (former DHAs 7 & 8)**

"UN" has been used to distinguish the original article numbers as applicable to Unifor for Eastern Zone (former DHAs 7 & 8).

UN11 Sick Leave

A casual Employee (except a casual Employee while in a temporary short or long assignment position) is not entitled to sick leave which means the casual Employee is expressly excluded from provisions UN11.01 through UN11.07 (inclusive).

UN11.01(a) Sick leave is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the Employee is not otherwise receiving pay for that day, and providing the Employee has sufficient sick leave credits.

(b) Employees shall be entitled to accumulate sick leave credits at the rate of eleven and one quarter (11.25) hours for each one hundred and sixty-two point-five (162.5) regular hours paid. Employees shall not be entitled to paid sick leave during their probationary period. After the probationary period, the sick leave accumulated during the probationary period will be credited to the Employee.

(c) Sick leave shall accumulate to a maximum of eleven hundred and twenty five (1125) hours.

UN11.03

The total of regular hours paid by the Employer shall be considered in calculating the accrual of sick leave credits.

UN11.04

Where possible, the Employer shall provide a statement of sick leave credits on the Employee's bi-weekly pay record or upon request of the Employee.

UN11.05

Employees may be required to provide proof of illness for any absence due to illness. Where an Employee 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.

UN11.06

An Employee who reports for work as scheduled and leaves work due to illness shall be paid for actual time worked. Where an Employee has sick leave credits, the Employee shall be compensated for the remainder of that shift from accrued sick leave credits.

UN11.07

(a) Subject to available sick leave credits, Permanent Employees shall be permitted leave of absence without loss of regular pay, for up to twenty-two and one-half (22.5) hours in total per fiscal year to attend to personal preventative medical and dental appointments. Employees shall endeavour to arrange for such appointments during off duty hours.

(b) When required to be off duty, Employees shall provide their supervisor with as much advance notice as is possible.

(c) The Employer may require proof of the need for leave for any of the above situations. Hours paid for such leaves shall be deducted from accumulated sick leave credits

UN14.05

(a) Permanent full-time Employees shall be permitted leave of absence without loss of regular pay, for up to fifteen (15) hours in total per fiscal year to attend to the following situations:

(i) in the case of an illness of a member of the Employee's immediate family who permanently resides with the Employee and when no one at home other than the Employee can provide for the needs of the ill person. Immediate family shall be defined as the parent, child or spouse of the Employee.

(ii) in the case of an emergency which requires the Employee's personal attention resulting from a situation which cannot reasonably be served by others or attended to by the Employee at a time when the Employee is off duty.

UN22.03 Employees on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of one hundred, fifty (150) working days shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the Employee not return to work with the Employer they shall forfeit all claims to such sick leave.

UN33 Workers' Compensation

Provisions UN33.01 (b) (i)-(iv) are not applicable to a Casual Employee (except a Casual Employee while in a Temporary short or long assignment position). However, a Casual Employee may otherwise be eligible for Workers' Compensation Benefits.

UN33.01 Workers' Compensation

(a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article UN33.01 (b)(i). A Permanent Full-time or Part-time Employee 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 Employee is able to establish, satisfactory to the Employer, that the illness or injury prevents the Employee from working and the Employee has sufficient sick leave credits. In such case, the Employee 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 Employee, up to the level of the payment advanced by the Employer.

(b) Injury on Duty - WCB

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

(i) where an Employee is being compensated under the Workers' Compensation Act, pay an Employer WCB payment supplement to the Employee to the extent of the applicable pre injury biweekly pay of the Employee while maximizing the amount payable from the WCB.

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

Accumulation of Vacation Credits

(ii) accumulate vacation credits for the Employee to a maximum of one year's vacation credits.

Group Health and Group Life Benefit Plans

(iii) continue the eligibility of the Employee and the Employers' cost sharing relationship with the Employee so as to allow for the Employee to continue in the Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (ie 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year to year basis. 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. This shall not determine the Employee's eligibility to participate in the Plans.

WCB and Return to Work

(iv) Where an Employee 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 Employee shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Employee was unable to work as a result of the Employee's injury on duty.

APPENDIX "P"**REST INTERVAL**

Notwithstanding Articles 7.30 and 7.31, the rest interval for NSGEU Registered Nurses employed in the Central Zone (former CDHA) shall be in accordance with Article 16.06 and 16.07 of the predecessor collective agreement as below:

16.06 Rest Interval After Callback

The Employer shall provide at least eight (8) hours between the time an employee completes a period of callback and the commencement of the employee's next scheduled shift. During an eight (8) hour period of standby, if the first callback is within two (2) hours of the commencement of the next scheduled shift, the employee shall not be entitled to an eight (8) hour rest interval. If mutually agreeable between the employee and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

16.07 Compensation Where Rest Interval Not Taken

Subject to Article 16.06, where, because operational requirements do not permit or where mutually agreeable variations between the employee and the Employer are not acceptable, the eight (8) hour rest period, pursuant to Article 16.06, cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at the rate of time and one-half (1 ½T).

Appendix "Q"

Modified Work Week

NSGEU Nurses will be entitled to the Modified Work Week language in accordance with the applicable NSGEU predecessor collective agreements.

The applicable language for NSGEU Nurses in former DHA 9 is as follows:

14.05 Modified Work Week

Where employees in a unit have indicated a desire to work a modified work week, the Employer may authorize experiments with a modified work week schedule, providing operational requirements permit and the provision of services are not adversely affected. The averaging period for a modified work week shall not exceed three (3) calendar weeks, and the work day shall not exceed ten (10) hours.

14.06 Return to Regular Times of Work

In the event that a modified work week or flexible working hours system:

- (a) does not result in the provision of a satisfactory service to the public;
- (b) incurs an increase in cost to the employing department; or
- (c) is operationally impractical for other reasons;

The Employer may require a return to regular times of work, in which case the employees shall be provided with sixty (60) calendar days' advance notice of such requirement.

The applicable language for NSGEU Nurses covered by the former Public Health and Addictions Collective Agreements is as follows:

15.13 Modified Work Week

Where employee(s) in a unit have indicated a desire to work a modified work week the Employer may authorize a modified work week schedule, provided operational requirements permit and the provision of services are not adversely affected. The averaging period for a modified work week shall not exceed three (3) calendar weeks, and the work day shall not exceed ten (10) hours.

15.15 Return to Regular Times of Work

In the event that a modified work week or flexible working hours systems provided for in Articles 15.12 and 15.13:

- (a) does not result in the provision of a satisfactory service to the public;
- (b) incurs an increase in cost to the Employer; or
- (c) is operationally impractical for other reasons;

the Employer may require a return to regular times of work, in which case the employee shall be provided with sixty (60) calendar days' advance written notice of such requirement.

Appendix #R

EXPEDITED ARBITRATION - RULES OF PROCEDURE

1. A single arbitrator shall be appointed to decide the grievance.
2. The following persons shall serve as a panel of single arbitrators:

Susan Ashley
Eric Slone

The above arbitrators shall be contacted in advance and advised of the parties' expectations pursuant to these Rules of Procedure. Should any arbitrator not be willing to adhere to the requirements of this process their name will be removed from the above list and the parties will agree on a substitute in the roster.
3. The arbitrators shall be appointed on a rotating basis, in the sequence in which their names appear on the above list.
4. The arbitrator, in consultation with the parties, shall convene a hearing of the grievance not later than forty (40) days from being appointed. If the arbitrator is not agreeable or available to commence the hearing within this time period, the arbitrator whose turn is next in the rotation shall be selected, and so on, until one of the arbitrators in the rotation is available.
5. At least ten (10) days prior to the date of the hearing the parties and/or their representatives shall meet for the following purposes:
 - to exchange copies of any documents that either party intends to rely on in the hearing;
 - to establish and attempt to agree on the facts relevant to the grievance;
 - to exchange copies of any precedents and authorities; and
 - to engage in discussions regarding the possible settlement of the grievance.
6. Should a dispute arise between the parties regarding compliance with the obligations outlined in paragraph 5 the issue in dispute may be referred for immediate and binding resolution to the arbitrator. This may be done by conference call between the arbitrator and the parties.
7. At least five (5) days before the scheduled hearing date the parties shall forward to the arbitrator the collective agreement, a copy of the grievance, any agreed statement of facts and any other documents or materials agreed upon by the parties.
8. The arbitration hearing shall be an informal and accelerated process. To this end, the following procedures shall be in effect:

- The hearing shall be completed within a single day, within the hours of 8:00am and 6:00pm. At the commencement of the hearing the parties and the arbitrator shall attempt to agree upon the allocation of time and if agreement cannot be reached the arbitrator shall decide upon such allocation.
 - The parties shall make every reasonable effort to minimize the use of witnesses and to limit representations to issues directly related to the substance of the individual grievance. Whenever practicable, the parties shall stipulate facts not in dispute rather than establishing such facts through the evidence of witnesses.
 - Every reasonable effort shall be made to ensure that the grievance is addressed on its own merits, within the context of the particular circumstances of the individual case.
 - The arbitrator shall have the permission of the parties to take an activist role and to direct that issues be addressed, or not addressed, in the hearing in accordance with his or her determination as to its relevance to the outcome.
9. The decision of the arbitrator on the merits of the grievance may be rendered verbally at the immediate conclusion of the hearing, or, in any event, within two (2) days following the conclusion of the hearing. The arbitrator may remain seized of the grievance to determine any issues arising from the implementation of his or her decision.
10. The arbitrator may provide brief written reasons for the decision, however, these must be issued within ten (10) days of rendering the decision.
11. The decision of the arbitrator shall be binding on the parties, however, the parties agree that decisions issued through this process apply only to the individual grievance decided, have no value as precedent and that they shall not be referred to in any other proceedings under this collective agreement or otherwise.

APPENDIX "S"
Letters of Agreement and Memoranda of Agreement

These are NSNU specific MOAs to be dealt with before effective date of the agreement

Memorandum of Agreement #1

Nova Scotia Nurses Union Nurse Mobility

The provision of this Article apply to NSNU members only .

In the event an Employer rehires a Nurse to a **Permanent** Position within six (6) months of the Nurse leaving or an Employer hires a Nurse to a **Permanent** 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, **and** placement on the increment scale (and advancement).

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 **NSHEPP** Pension Plan.

This provision is not applicable to a Casual Nurse.

Memorandum of Agreement #2

Pay Plan Review Transition

- 1. The parties will establish a Pay Plan Review Committee, composed of four representatives each of the Council and the Employers, to review all current Nurse Bargaining Unit Classifications. A representative of HANS will also participate on the Committee in a non-voting, ex-officio basis, and will act as Chair of the Committee.**
- 2. The Committee will report its findings to the Employers and the Council of Nursing Unions for consideration within one year of the effective date of this collective agreement.**
- 3. The recommendations from the Pay Plan Review Committee will be referred to the next round of bargaining.**

Memorandum of Agreement #3

80/20 Positions

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, **or a Nurse identifies an opportunity for an 80/20 position, the Employer may post a short assignment** within the bargaining unit. The **short assignment** 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.

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

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 **internal or** 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 **twenty-four** 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 **internal or** 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 #5

UNIFOR Paid Education Leaves (PEL)

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS

(The Unions)

Unifor Paid Education Leave (new HC)

This MOA applies only to Unifor members affected by the collective agreement.

The Employer agrees to pay into a special fund an amount of one cent (\$.01) per hour for all regular hours paid for the regular Nurses to provide for a Paid Education Leave (PEL). Such leave will be for upgrading the Nurses' skills in all aspects of trade union functions. Such payment will be remitted on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification and sent by the Employer to the following address:

**Unifor Paid Education Leave Program,
Unifor Family Education Centre
RR#1 CAW Road 25
Port Elgin, Ontario, N0H 2CD**

The Employer shall approve an unpaid leave to the members of the bargaining unit subject to operational requirements. Candidates for PEL shall be selected by Unifor to attend such courses and provide written confirmation to the Employer of such selection. Nurses on PEL leave of absence shall continue to accrue seniority. This provision is not applicable to casual Nurses.

Memorandum of Agreement #6

New Arbitration Process for S.T.I. Benefit Grievance

The parties agree to create a new arbitration process for S.T.I. benefit grievances, wherein grievances are referred to the Occupational Health Department for review by the Manager of Occupational Health or designate. If the matter is not resolved following the review, the matter may be referred to expedited arbitration pursuant to Appendix 1. For purposes of expedited arbitration pursuant to this article only, the following persons shall serve as arbitrator on a rotating basis:

- (i) Bill Kydd,
- (ii) Bruce Outhouse.

In the event neither of these arbitrators is available to hear the matter within a reasonable period of time, the parties may agree to an alternate arbitrator.

Memorandum of Agreement #7

Attendance Support – Expedited Procedure

1. The terms of this procedure will be applied in any case where the employer proposes a change to the terms of employment of a Nurse through the application of the Attendance Support Policy.
2. A change to the terms of employment of a Nurse means:
 - a. a termination of employment
 - b. a change or reduction in work hours
 - c. a change in work location
 - d. a transfer to a different position
 - e. a modification of duties, or
 - f. any other situation specifically agreed upon by both parties.
3. Where such a change is contemplated the Employer shall, at least 30 days in advance of the effective date of the change, notify the Union and the employee in writing. The notification shall specify the nature of the change contemplated and details outlining the basis for the Employer's proposed action.
4. Upon receipt of the notification the Union shall, within 14 days, provide a written response indicating whether it will be challenging the proposed Employer action through the grievance process. Where the Union proposes to challenge the action through the grievance process it will include in its response a brief summary of the reasons for this.
5. Upon receipt of the notification from the Union that it intends to challenge the proposed action of the Employer the parties shall, with a further period of 14 days, meet to review the case. Where requested by either party, the employee and/or a representative of Occupational Health Services shall attend the meeting. As part of that meeting each participant will provide to the other with full disclosure of any relevant information in its possession relating to the specific issues raised by the case in question. This will include any information regarding factors or conditions that have been, or could foreseeably be, affecting the employee's ability to meet their obligations under the Attendance Support Program.
6. All information provided through this process shall be treated as confidential and shall be used exclusively for the purpose of reaching a resolution of the employee's case under this process or, where applicable, adjudicating issues in dispute through the arbitration process as provided for in this Memorandum.
7. Participants shall provide any written consents required to expedite this process. Where the required consents cannot be obtained either party may apply to the arbitrator, with notice to the other, for an order of disclosure.
8. The purpose of the review meeting will be for the parties to have a full and open discussion of the issues arising from the case in question and to attempt to reach a resolution on its appropriate disposition.

9. If the parties are unable to reach agreement at this stage the matter shall be referred to arbitration in accordance with this process. Where arbitration is requested the Employer shall not initiate any of the proposed changes to the terms of employment of the employee until after the case has been dealt with through this arbitration process.

10. The arbitration of cases arising through this process shall be done on an expedited basis. The parties agree to the standing appointment of as sole arbitrator in all cases referred through this process. Only in the event that is unable to convene a hearing within the required time frames will the parties then attempt to agree upon a substitute. Where the parties are unable to agree upon a substitute within a period of 10 working days after learning of unavailability, either may make application to the Nova Scotia Department of Labour and Environment for the appointment of a substitute.

11. The arbitrator shall set the case down for hearing within 30 days of the date of the referral to arbitration. In any arbitration held pursuant to this Memorandum the procedures outlined in paragraphs 7, 8, 9, 10 and 11 of the expedited arbitration process outlined in Appendix 1 of the collective agreement shall be followed.

12. An arbitrator appointed through this process shall be empowered to determine only issues in dispute involving the case of the particular employee in question, including whether any changes to the terms and conditions of employment are appropriate or justified in light of the employee's attendance record and his assessment of the employee's ability to meet their obligations under the Attendance Support Program.

13. The parties agree that the Employer's decision to place a Nurse on the Attendance Support Program and/or to move the Employee through the steps of the Attendance Support Program will not be the subject matter of a grievance until such time as there has been a "change to the terms of employment" as defined in Article 2 of this memorandum. Where prior steps have been taken under the Attendance Support Program in the case of any individual employee, the Union's failure to challenge these actions through grievances at the time they were taken shall not preclude the arbitrator from reviewing the circumstances surrounding each of these as part of his overall assessment of the employee's case.

14. Any award issued through this process shall be binding on the parties and the employee.

15. In cases where an arbitrator issues an award that does not involve the termination of the employment of the employee, he shall retain jurisdiction in the case. Either party may at any time following the award request that a hearing that a hearing be convened to review the employee's case. Where such a review has taken place arbitrator shall have the jurisdiction to revise the terms of his previous orders.

Memorandum of Agreement #8

Occupational Health and Safety Audit Process and Training

BETWEEN:

NOVA SCOTIA HEALTH AUTHORITY

(The Employer)

AND:

THE NOVA SCOTIA COUNCIL OF NURSE UNIONS

(The Unions)

Information

The Unions shall, upon request to the Joint Occupational Health and Safety Committee (the "Committee"), be provided with a current list of all Team members and their contact information.

The Unions shall, upon request to any Work Place Safety Team (the "Team"), be provided with the following:

1. A current copy of the Terms of Reference and Rules of Procedure for each Team;
2. A copy of any Minutes from the meetings of each Team;
3. Notice of the times of any scheduled meetings of the Team.

Access to Meetings

A Union staff person and/or a person designated by the Employer shall be permitted to attend any meeting of the Joint Occupational Health and Safety Committee (the "Committee") or Team, upon request and with the agreement of the respective body.

Review of Process

The parties agree that the Joint Occupational Health and Safety committee for **each** site will conduct a review of the Work Place Safety Teams to assess whether they are functioning effectively in the performance of their terms of reference and sections 30 and 31 of the Occupational Health and Safety Act. The review will include but not be restricted to the following:

1. the relationship of each Team of the Committee and vice versa;
2. an assessment of the level of training and awareness of each Team member and how to have those needs fulfilled; and
3. an assessment of the current resources and training opportunities to identify areas that need to be addressed to ensure each Team member can effectively perform their role.

This review shall be completed within 12 months with reports to the Committee, the Unions, the Safety Department and the Director of the portfolios involved on a quarterly basis. Reports shall include recommendation for changes to the system or initiatives to be taken.

Training

The Employer shall ensure that each existing or new member of a Team or the Committee receives adequate training consisting of at least:

1. Two days of training, in the first year following the naming of the member of a Team or Committee;
2. One day of training in each of the subsequent years that the member serves on the Team or Committee.

MEMORANDUM OF AGREEMENT #9

Establishing a Single Group Insurance Plan for All Employees of the NSHA and IWK

WHEREAS as of the effective date of their collective agreements the NSHA and IWK (the “Employers”) together provide three different Group Insurance plans for their Employees;

AND WHEREAS the parties have agreed that it is mutually beneficial to move all Employees to a single Group Insurance plan;

AND WHEREAS the parties have agreed that the Provincial Group Benefits Committee (the “Committee”) should review all of the Group Insurance plans currently in place, and make a recommendation to the Employers as to which Group Insurance Plan will be adopted for all Employees;

NOW THEREFORE the parties agree as follows:

1. The Committee will review all current Group Insurance plans provided by the Employers, with the aim of making a recommendation to the Employers as to which single plan will be adopted going forward for all Employees.
2. The parties agree that the adoption of a single plan must be cost-neutral.
3. The Committee may hire a third party consultant in order to assist with its review, the costs of which will be borne by the Employers.
4. The Committee’s recommendation will be made to the Employers within one (1) year of the effective date of this collective agreement.
5. The Employers will move all Employees into a single Group Insurance plan within one (1) year of receiving the Committee’s recommendation.
6. Until there is a new single Group Insurance plan covering all Employees in the unit, the existing Group Insurance plans will remain in place, including current governance structures.
7. Any time limits provided in this MOA may be adjusted on mutual consent of the Employers and the Council.
8. The parties agree that Arbitrator Kaplan retains jurisdiction to resolve any disputes arising out of the resolution of this MOA.

Memorandum of Agreement #10

Legacy Vacation Carry-Over Banks

Notwithstanding Articles 17.08, 17.09 & 17.10, Nurses who have, as of the date this Collective Agreement is finalized, carried over vacation banks (not including the twenty (20) days permitted to be accumulated pursuant to Article 17.09) (“Legacy Carry-over Banks”) will retain their Legacy Carry-over Banks until April 1, 2024, after which any vacation from their Legacy Carry-over Banks that has not been used will be paid out.

For the purposes of this MOA, “Legacy Carry-Over Banks” includes all vacation credits earned but not taken under past terms and conditions of employment and collective agreements with any of the predecessor Employers.

Memorandum of Agreement #11

This Memorandum of Agreement applies to Nurses transferring between positions within NSHA and between NSHA and IWK.

A Nurses transferring from accrued sick leave to STI

A Nurse with a position in a location where they accumulate credits for sick leave with pay who accepts a position in a location where general leave and short-term illness benefits are provided shall be entitled to maintain twenty five percent (25%) of their accumulated sick leave bank; Nurses who have sick leave credits in their banks can utilize them for the following purposes:

To Cover STI/LTD Gap

Nurses may use any sick bank credits to cover off any period between the end of Short-Term Illness Leave (“STI”) entitlement and the date on which they would normally become eligible for LTD. Nurses who are not covered by a long term disability plan or who have time in their sick leave bank may use their sick leave banks for the period for which they are sick after the one hundred (100) days for Short-Term Illness has been used, until their sick leave bank is exhausted. The Nurse’s sick bank shall be reduced by one day for each day of entitlement under this section.

To “Top Up” STI

Nurses may use these credits to top up Short-Term Illness benefits. For each day on which the Nurse is in receipt of Short-Term Illness the Nurse may use her sick bank to “top up” the Nurse’s Short-Term Illness benefit to one hundred per cent (100%) of salary. Twenty five percent (25%) of the day shall be deducted from the sick bank for each twenty five percent (25%) “top up”.

WCB Earnings Replacement Supplement

Nurses may use these credits to supplement the earnings replacement benefit paid by the Workers’ Compensation Board equal to the difference between the earnings replacement benefit received by the Nurse under the Act and the Nurse’s net pre-accident earnings. The percentage amount required to achieve the top-up to net pre-accident earnings shall be deducted from the sick bank for each day of the supplement.

B Nurses transferring from STI to accrued sick leave

A Nurse with a position where general leave and short-term illness benefits are provided who accepts a position in a location where they accumulate credits for sick leave with pay shall be credited with a sick leave bank of 11.25 hours for each 162.5 regular hours paid in the 8 years before the effective date of accepting the new position less all hours that the Nurse has received general leave for illness or injury or short-term illness benefits during the 8 years before the effective date of accepting the new position.

C Nurses transferring from PH/AS/CC (former DHAs 1 – 8) STI to former CDHA STI

A Nurse with a position in Public Health, Addiction Services and Continuing Care (PH/AS/CC) in former DHAs 1 through 8 where general leave and short-term illness benefits are provided who accepts a position in the former CDHA where general leave and short-term illness benefits are provided shall be entitled to a sick leave bank of five days or, if the Nurse has been employed in their PH/AS/CC position for more than one year at the time the Nurse accepts the position in the former CDHA, a sick leave bank of ten days, to be used for the following purposes for a period of twelve months from the date of transfer:

To Cover STI/LTD Gap

Nurses may use any sick bank credits to cover off any period between the end of Short-Term Illness Leave (“STI”) entitlement and the date on which they would normally become eligible for LTD. Nurses who are not covered by a long term disability plan or who have time in their sick leave bank may use their sick leave banks for the period for which they are sick after the one hundred (100) days for Short-Term Illness has been used, until their sick leave bank is exhausted. The Nurse’s sick bank shall be reduced by one day for each day of entitlement under this section.

To “Top Up” STI

Nurses may use these credits to top up Short-Term Illness benefits. For each day on which the Nurse is in receipt of Short-Term Illness the Nurse may use her sick bank to “top up” her Short-Term Illness benefit to one hundred per cent (100%) of salary. Twenty five percent (25%) of the day shall be deducted from the sick bank for each twenty five percent (25%) “top up”.

WCB Earnings Replacement Supplement

Nurses may use these credits to supplement the earnings replacement benefit paid by the Workers’ Compensation Board equal to the difference between the earnings replacement benefit received by the Nurse under the Act and the Nurse’s net pre-accident earnings. The percentage amount required to achieve the top-up to net pre-accident earnings shall be deducted from the sick bank for each day of the supplement.

Memorandum of Agreement #12

TRANSITIONAL AGREEMENT RE: JOB SHARING

AND DEFERRED LEAVE

WHEREAS the parties to this Memorandum of Agreement came into existence on April 1, 2015 as a result of the *Health Authorities Act*;

AND WHEREAS the collective agreements then current between the predecessor employers of NSHA and the constituent unions of the Council (the Original Collective Agreements) continued in force until the settlement of a new collective agreement between NSHA and the Council (the New Collective Agreement);

AND WHEREAS NSHA and the Council have agreed in the New Collective Agreement to articles governing job sharing and prepaid leave plans;

AND WHEREAS there may be Nurses of NSHA who, at the time the New Collective Agreement comes into effect (the Effective Date), are in job sharing arrangements or on prepaid leave plans (deferred salary leaves, etc.) governed by provisions of one of the Original Collective Agreements;

THEREFORE the parties agree that:

1. Nurses in job sharing arrangements under the provisions of one of the Original Collective Agreements as of the Effective Date shall continue to operate under those job sharing provisions of the Original Collective Agreement until the earlier of the conclusion of the job sharing arrangement or two calendar years after the Effective Date;
2. Nurses enrolled in a deferred salary leave arrangement under the provisions of one of the Original Collective Agreements as of the Effective Date shall continue to operate under those prepaid leave plan provisions of the Original Collective Agreement until the conclusion of that particular prepaid leave;
3. All new job sharing arrangements and prepaid leave plans which commence after the Effective Date will be governed by Article 27 (Job Sharing) or Article 9.08/Appendix "D" (Prepaid Deferred Leave Plan) of the New Collective Agreement;
4. This MOA shall lapse upon the expiry of the New Collective Agreement, if not renewed by the parties.

Memorandum of Agreement #13

GRANDPARENTING OF CUPE ARTICLE 17.02(a)(i) AND UNIFOR ARTICLE 9.02(a)

Notwithstanding Article 7.13 of the collective agreement, the following provisions will apply in those areas which were previously subject to the CUPE and Unifor transitional collective agreements:

During the two (2) week period, Nurses shall, whenever possible, receive two (2) days off in each calendar week or four (4) days off in each two week period, given in not more than two segments unless mutually agreed otherwise between the Union and the Employer.

Memorandum of Agreement #14

Addiction Services Hours of Work

The parties agree that the normal hours of work of those Nurses providing addictions services who currently work 70 hours biweekly will be increased to 75 hours biweekly (prorated for any affected part time Nurses). The classifications are 5RNs and 1LPN.

Memorandum of Agreement #15

DEVOLUTION OF CONTINUING CARE
FROM THE DEPARTMENT OF HEALTH TO THE FORMER DISTRICT HEALTH
AUTHORITIES

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA THROUGH
HE AGENCY OF THE PUBLIC SERVICE COMMISSION (hereafter the "Province")**

And

NOVA SCOTIA HEALTH AUTHORITY (The Employer)

and

THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS (The Unions)

Whereas:

On January 17, 2008, the Government announced its decision to begin the process of integrating continuing care services within the District Health Authorities, and

This involves a transition of Department of Health's Continuing Care functions and Employees to the former District Health Authorities, and

In respect of the Employees at the Department of Health who are listed on Schedule A hereto and who are represented by the Union and who deliver or support the delivery of continuing care programs and the Parties hereto have agreed to transfer their employment from the Province to the Employer by way of this agreement.

Now therefore it is agreed as follows:

5. Rights and Obligations

(c) (ii) Employees in a classification not presently in the Collective Agreements will maintain their classification and wage scale in effect as of the Devolution Date.

(j) Eligible Employees shall be provided with the following moving/relocation expenses on a "present incumbent only basis" so long as they continue to work in their present classification:
"Where the Employer requires an Employee to relocate outside the Employee's geographic location, the Employer will reimburse the Employee's actual and reasonable relocation expenses to a maximum amount of \$7,500.00."

(k) The Employees who have been designated by the Employer as belonging to a class of employment where the availability of a motor vehicle is deemed to be a condition of employment may opt to receive a monthly car allowance of \$314.88, plus 23.23 cents per kilometer adjusted annually on April 1st based on the average year-over-year percentage change in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1st effective change date, as calculated by Statistics Canada on a "present incumbent only" basis so long as they continue to work in their present classification, until a new collective agreement takes effect. Once a new collective agreement takes effect, the Employees will be subject to the same provision in relation to monthly vehicle allowance as other Employees of the Employer who, on a grandfathered basis, presently have this allowance.

(l) Continuing Care Coordinators who, at the date of Devolution are paid an educational premium, shall have that educational premium continued so long as they continue to work in that classification.

8. Work Schedules, Vacation Schedules and Shift Arrangements

Until changed in accordance with the Collective Agreements all hours of work/vacation schedules/ and shift arrangements of the Employees in effect immediately before the Devolution Date shall continue unaffected by the change in employment after the Devolution Date subject to the terms of the Collective Agreements.

Memorandum of Agreement #16

**RE: Devolution of Continuing Care from the Department of Health to the
District Health Authorities – June 5, 2009**

BETWEEN:

**NOVA SCOTIA HEALTH AUTHORITY
(The Employer)**

And:

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS
(The Unions)**

This MOA applies to NSGEU Public Health, Addictions, and Continuing Care Employees in the Eastern, Western, and Northern Zones.

Whereas Continuing Care Employees devolved from the Department of Health to the former District Health Authorities (DHAs 1 through 8) effective June 5, 2009.

And Whereas each former District Health Authority (DHA 1 through 8) has its own Memorandum of Agreement with respect to the Devolution.

And Whereas the parties to each Memorandum of Agreement are now the Province of Nova Scotia, the Nova Scotia Health Authority respective District Health Authority and the NSGEU.

And Whereas the content of the Memorandum of Agreement for all former District Health Authorities (DHA 1 through 8) is identical.

And Where as the text of the Memorandum of Agreement is reproduced in this collective agreement for historical reference only and does not form part of the collective agreement.

And Whereas the text of the Memorandum of Agreement is attached hereto.

MEMORANDUM OF AGREEMENT

5. Rights and Obligations

(c) (ii) Employees in a classification not presently in the Collective Agreement, other than Staff Nurses, will maintain their classification and wage scale in effect as of the Devolution Date.

e) Education Premiums shall apply to those Employees who are Staff Nurses, and on a "present incumbent only" basis to Continuing Care Coordinators who are Registered Nurses and presently paid the education premiums available to Staff Nurses, so long as they continue to work in their present classification.

f) Any "grandfathered" sick leave banks shall be used by the Employees after the Devolution Date only in accordance with the Collective Agreement.

8. Work Schedules, Vacation Schedules, and Shift Arrangements

a) Until changed in accordance with the Collective Agreement all hours of work, work schedules, vacation schedules and shift arrangement of the Employees in effect immediately before the Devolution Date shall continue unaffected by the change in employment from the Province to the Employer.

MEMORANDUM OF AGREEMENT #17

**RE: DEVOLUTION OF CONTINUING CARE FROM THE DEPARTMENT OF HEALTH TO
THE FORMER DISTRICT HEALTH AUTHORITIES – SEPTEMBER 26, 2011**

BETWEEN:

**NOVA SCOTIA HEALTH AUTHORITY
(The Employer)**

AND:

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS
(The Unions)**

This MOA applies to NSGEU Public Health, Addictions, and Continuing Care Employees in the Eastern, Western, and Northern Zones.

Whereas Continuing Care Employees devolved from the Department of Health to the former District Health Authorities (DHAs 3,4, 7, &8) effective September 26, 2011.

And Whereas former district Health Authorities 3, 4, 7, & 8 has its own Memorandum of Agreement with respect to Devolution.

And Whereas the parties to each Memorandum of Agreement are now the Province of Nova Scotia, the respective District Nova Scotia Health Authority and the NSGEU.

And Whereas the content of the Memorandum of Agreement for the former District Health Authorities 3, 4, 7 & 8 is identical.

And Whereas the text of the Memorandum of Agreement is reproduced in this collective agreement for historical reference and does not form part of the collective agreement.

And Whereas the text of the Memorandum of Agreement is attached hereto.

MEMORANDUM OF AGREEMENT

5. Rights and Obligations

e) Any “grandfathered” sick leave banks shall be used by the Employees after the Devolution Date only in accordance with the Collective Agreement.

8. Work Schedules, Vacation Schedules, and Shift Arrangements

a) Until changed in accordance with the Collective Agreement all hours of work, work schedules, vacation schedules, and shift arrangements of the Employees in effect immediately before the Devolution Date shall continue unaffected by the change in employment from the Province to the Employer. Existing Modified Work Week arrangements shall continue subject to the terms of the Collective Agreements and without prejudice to any reviews presently underway.

MEMORANDUM OF AGREEMENT #18

RE: DEVOLUTION OF CCRAS

BETWEEN:

**NOVA SCOTIA HEALTH AUTHORITY
(The Employer)**

AND:

**THE NOVA SCOTIA COUNCIL OF HEALTH CARE UNIONS
(The Unions)**

This MOA applies to NSGEU Public Health, Addictions, and Continuing Care Employees in the Eastern, Western, and Northern Zones.

And Whereas former district Health Authorities 2, 4, & 8 has its own Memorandum of Agreement with respect to transferred Employees working as of June 5, 2009 as Continuing Care Referral Assistants.

And Whereas the parties to each Memorandum of Agreement are now the Province of Nova Scotia, the respective District Nova Scotia Health Authority and the NSGEU.

And Whereas the content of the Memorandum of Agreement for the former District Health Authorities 2, 4, & 8 is identical.

And Whereas the text of the Memorandum of Agreement is reproduced in this collective agreement for historical reference and does not form part of the collective agreement.

And Whereas the text of the Memorandum of Agreement is attached hereto.

MEMORANDUM OF AGREEMENT

**RE: DEVOLUTION OF CONTINUING CARE FROM THE DEPARTMENT OF HEALTH TO
THE DISTRICT HEALTH AUTHORITIES**

Between:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA THROUGH
THE AGENCY OF THE PUBLIC SERVICE COMMISSION
(hereafter the "Province")**

and

**THE EMPLOYER (DISTRICT HEALTH AUTHORITY), A BODY CORPORATE ESTABLISHED
UNDER THE HEALTH AUTHORITIES ACT S.N.S 2000, C.6
(hereafter the "Employer")**

and

**THE NOVA SCOTIA GOVERNEMENT AND GENERAL EMPLOYEES UNION
(hereafter the "Union")**

Whereas:

On June 5, 2009, a Memorandum of Agreement was signed by the Province of Nova Scotia, the Employer and the Union in relation to the transfer of certain Employees from the Provincial civil service to the Employer; and

The parties wish to make further provision for the transferred Employees working as of June 5, 2009 as Continuing Care Referral Assistants;

Now therefore it is agreed as follows:

1. The Employer will establish the Continuing Care Referral Assistant (CCRA) as a classification in its collective agreement with the same salary it enjoyed within the Civil Service at the time of transfer.
2. All CCRAS hired by the Employer after the date of transfer will be paid the CCRA rate.
3. incumbent CCRAs who transferred from the civil service will receive the LPN rate that existed on the date of transfer, on a PIO'd basis. PIO meaning they will get general economic increases, but not any special LPN adjustments or premiums. They will remain classified as CCRAs, with a PIO'd rate. Any adjustment would be retroactive to the date of transfer.

Memorandum of Agreement #19
Grandparented Car Allowance for Certain Nurses(new HC)

The following provisions apply only to those Nurses covered by Art. ~~28.01(d)~~–23.00(d) of the Collective Agreement:

1. The Employer has the right to determine which Nurse(s), as a condition of employment, is/are required to provide an automobile for the purposes of carrying out employment functions.
2. Prior to the beginning of each fiscal year the Employer shall determine which Nurses or classes of Nurses shall be eligible for a car allowance.
3. A Nurse who moves out of a class of employment during the fiscal year, to a new position where provision of an automobile is no longer required, shall revert to straight mileage rates on the effective date of the job change if the Nurse has been in receipt of monthly allowance provisions.
4. The Employer shall take such matters as follows into consideration when determining eligibility for monthly allowance:
 - a. nature of function performed;
 - b. can travel be made more economically without substantial impairment of efficiency by other means such as rental vehicle, public transportation, etc.;
 - c. does the Nurse have control over the demand for transportation;
 - d. the normal amounts of kilometres travelled by an incumbent in this position in the previous fiscal year;
 - e. the incidence of usage.
5. A Nurse will not be reimbursed for or provided with parking when a vehicle is not required in the performance of daily duties.
6. When the use of a vehicle is a condition of employment all reasonable parking costs associated with the availability and use of the vehicle directly related to the Employer's business will be paid.
7. In the event that the Provincial Government rate for a monthly allowance and/or the kilometre flat rate increases or decreases, the rate of this agreement will change as well on the same effective date as provincial government Nurses. The effective date for this agreement will be the date on which the new government rate is announced.
8. There will be no reduction in monthly allowance if the Nurse is: on vacation; on special leave with pay for 30 calendar days or less; on sick leave for 30 calendar days or less.
9. Subject to paragraph 8 above, where an Nurse is on special leave without pay, the allowance will be reduced in proportion to the number of compensation days in the month for which the special leave was granted.

Memorandum of Agreement #20

TRANSITION

BETWEEN:

**NOVA SCOTIA HEALTH AUTHORITY
(The Employer)**

AND:

**THE NOVA SCOTIA COUNCIL OF NURSING UNIONS
(The Unions)**

The following MOA applies to NSGEU members employed in the Central Zone of the Nova Scotia Health Authority.

1. Incumbency Protection

Upon implementation of the new pay plan, employees who would otherwise incur a salary reduction, shall be granted "PIO" (present incumbent only) status and may advance, through the granting of increments in accordance with the collective agreement, to the maximum salary for the position and classification applicable immediately prior to the implementation of the new classification system.

2. Car Allowance

An employee who was previously employed by the Nova Scotia Hospital or Public Health Services or Drug Dependency Services and, as of February 19, 2001, was employed in a position where she had elected to receive a car allowance pursuant to Article 29.04 of the agreement she was then covered by, shall have the option to continue to be reimbursed on that basis. This option shall apply only to the incumbent in the position and only for as long as the incumbent remains in the position. The option shall terminate if at any time the employee in any subsequent year elects to be reimbursed on a straight mileage basis.

3. Nova Scotia Hospital – Unit Premiums

a) An employee working at the Nova Scotia Hospital who has been regularly and continuously assigned for a period of at least four months in the period immediately prior to April 24, 2001 to work in a designated unit shall receive a premium of \$48.30 per month. the designated units under this Article are Emerald Hall and the Forensic Unit.

b) A premium to an employee shall be discontinued where:

- i) The employee is on short or long assignment or permanently reassigned to a position outside the designated unit;
- ii) The employee is granted leave of absence with pay, with part pay, or without pay, in excess for thirty (30) consecutive days for such purposed as illness, injury, education, pregnancy, etc.; or,
- iii) The function performed by the designated unit is discontinued.

Letter of Understanding

Secondments

The Parties agree that the following principles shall apply when a Nurse is seconded, **as per Article 9.12**, 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 **ZLMC**;
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 **Council of Nursing Unions** 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.

**Appendix “T”
Designated Units**

NSGEU Registered Nurses in Central Zone (former DHA9) will be entitled to the following Designated Unit language in accordance with the predecessor collective agreement.

34.17 Unit Premium

An employee who is regularly and continuously assigned to a unit, pursuant to Article 34.19, shall, after completing four (4) months' service in the specified unit, receive a premium equivalent to \$105.00 per month for each completed month of service in the specified unit. Such payment is to commence upon completion of the fourth (4th) month of service for the fourth (4th) and subsequent months of service.

34.18 Transfers between Units

Time spent in units prior to the date of signing of this Agreement shall be considered for the purposes of the qualifying period described in Article 34.17. Employees who are transferred by the Employer from one unit to another, as listed in Article 34.19 shall not be required to serve the qualifying period described in Article 34.17. Employees who transfer from one unit to another, as listed in Article 34.19, at their request, shall be required to serve an additional one (1) month's qualifying period before regaining the premium pursuant to Article 34.17.

34.19 Designated Units*

The following are the units designated in the Capital District Health Authority for the purpose of this Article:

- Emergency
- ICU
 - Medical/Surgical
 - Medical/Surgical/Neuro
 - Cardiovascular
- Coronary Care Unit
- Cardiac Catheterization
- Renal Dialysis
- 3IMCU-HI
- Nova Scotia Cancer Centre
- Burn Unit
- Operating Room
- Post Anaesthetic Care Unit
- Vascular Unit (Angiography)
- Emerald Hall
- Forensic Unit
- Medical Day Unit
- Chemotherapy Unit
- Offender Health - Cape Breton
 - Central Nova

34.20 Discontinuance of Premium

Unit Premium to an employee shall be discontinued where:

- (a) the employee is permanently reassigned to a position outside the units listed in Article 34.19.
- (b) the employee is granted leave of absence with pay, with part pay, or without pay, in excess of thirty (30) consecutive days for such purpose as illness, injury, education or pregnancy.
- (c) the function provided by a unit pursuant to Article 34.19 is discontinued.