

COLLECTIVE AGREEMENT

**- between –
Victorian Order of Nurses for Canada,
Nova Scotia Branch**



- and –

The Nova Scotia Nurses' Union



TERM: November 1, 2020 to October 31, 2025

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ARTICLE 1 - PURPOSE

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 set forth certain terms and conditions of employment and recognize the value of joint discussions and negotiations in all matters pertaining to these working conditions.

To maintain professional standards; to encourage efficiency in operation;

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

To ensure uninterrupted service to the Employer;

Therefore the Parties agree as follows:

ARTICLE 2 - DEFINITIONS

2.00 "Casual Nurse" means a Nurse in the Bargaining Unit defined in Article 3 and is appointed to a position which is not regular. The Employer may offer work to a Casual Nurse at the Employer's discretion subject to the provisions of the Collective Agreement. Once a Casual Nurse accepts a work assignment including a scheduled extra shift, a relief shift, a Temporary Position, a period of On Call or a Call Out during On Call, the Casual Nurse is obligated to work.

The provisions of the Collective Agreement apply to a Casual Nurse, except where specifically excluded by a provision such as the following: This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

2.01 "Labour Management Committee"

(a) "Labour Management Committee" means the committee that is referred to in Article 24.01.

(b) "Multi Site Consultation Committee" (MSCC) is the committee described in Article 24.10

2.02 "Date of ratification" shall mean **December 18, 2023**

2.03 "Date of signing" shall mean **January 18, 2024**

2.04 "Fiscal Year"

(a) "Fiscal Year" means the twelve (12) month calendar period, April 1st to March 31st. Benefit entitlement expressed in terms of yearly maximum amounts shall

be determined in accordance with this fiscal year (e.g. A 10.06 Sick Leave Medical/Dental; Family; Emergency).

- (b) In the event that the Employer intends to change the Fiscal Year, it will notify the Union, as early as is reasonably possible. The Employer will discuss its plans for the implementation of such a change as it relates to the accumulation of benefits with an opportunity for feedback on its plans.

2.05 "Graduate Nurse"

A Nurse who is a new graduate of an applicable educational program who holds a conditional license from the Nova Scotia College of Nursing pending completion of initial licensing requirements. A Graduate Nurse is paid at the rate of RN 1/1LPN1, until such time as they receive a license, when they will move to the appropriate classification for the position. The Anniversary Date will be the original date of employment as a Graduate nurse.

2.06 "Holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a calendar day designated as a holiday in this Agreement.

2.07 "Immediate Family" shall include the Nurse's:

- **parent, step-parent, parent-in-law;**
- guardian, or ward of the Nurse;
- **sibling, step-sibling, sibling-in-law;**
- Spouse;
- child, step-child
- **child-in-law;**
- grandparent, step-grandparent;
- grandchild or step-grandchild;
- 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 death.

2.08 "Licensed Practical Nurse" means a Nurse in the Bargaining Unit defined in Article 3 who has a current license to practice as a Licensed Practical Nurse, issued by the **Nova Scotia College of Nursing.**

2.09 "Local Union" means the structure or organization Nova Scotia Nurses' Union as applicable for the Work Site of the Employer.

2.10 "Nurse" means a Registered Nurse or Licensed Practical Nurse who occupies a position within the Bargaining Unit.

2.11 "Probationary Period"

(a) Means **the** period for newly hired Regular or Casual Nurses up to nine hundred and ninety (990) worked hours. Employment may be confirmed or terminated at any time during this period. The Employer shall **endeavor to** 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.

(b) **A probationary period may be extended by mutual agreement between the Employer and a Union Representative as referenced in Article 7.03. A probationary period extension shall not be implemented before the midpoint of the probationary period and until the Employer has conducted an appraisal as per 2.11 a) at which time the Employer shall meet with the Nurse and a union representative to discuss the extension.**

(c) 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.

(d) A Casual Nurse who has completed the probationary period and changes to Regular shall not be required to serve a new probationary period but shall be subject to the applicable trial period for the new position in accordance with Article 15.06.

(e) Any Nurse who resigns after completing **their** probationary period but who is rehired by the Employer within one (1) year of **their** resignation shall be required to serve a probationary period of up to three hundred and thirty (330) hours of work. This probationary period may be extended by mutual agreement between the Employer and a Union Representative **as referenced in Article 7.03.**

2.12 "Registered Nurse" means a Nurse in the Bargaining Unit defined in Article 3 who has a current license to practice as a Registered Nurse, issued by **Nova Scotia College of Nursing.**

2.13 "Regular Full-Time Nurse" means a Nurse who is employed on a regular basis and is scheduled to work the standard hours per week as specified in Article 8.

2.14 "Regular Hours Paid" means all hours for which a Nurse receives pay from the Employer, including the straight-time equivalent of overtime hours, but

excluding on-call hours. For the purposes of the calculation of benefits under this Agreement, Regular Hours Paid for a Nurse shall not exceed 1950 hours in any calendar year.

2.15 "Regular Part-Time Nurse" means a Nurse who is employed on a regular basis to work a regular schedule for less than the standard hours as specified in Article 8.

2.16 "Service"

(a) Service refers to the period of the continuous employment relationship and commences on the first shift worked in any position, with the Employer and is subject to the provisions of Article 25. Casual Nurses are governed by Article 2.18 (b).

(b) For the purpose of service recognition for vacation entitlement only, a Casual Nurse who becomes a Regular Nurse on or after July 21, 2008 shall have time worked in any position with the Employer recognized commencing on the first shift worked in the most recent employment relationship. Time worked shall be converted to service on the basis of 1950 hours equaling one (1) year of Service.

2.17 "Spouse" means **either person in a marriage, inclusive of common-law spouse** who has been identified to the Employer in writing as the spouse. **This person will be the spouse** for all purposes under this Collective Agreement, subject to the eligibility provisions of the respective Benefit Plans.

2.18 "Union" means the Nova Scotia Nurses' Union.

2.19 "VON" or "Employer" means Victorian Order of Nurses for Canada, Nova Scotia Branch.

2.20 "Weekend" means that time period commencing at 00:01 hours Saturday to 08:00 hours Monday.

2.21 " Work Site" means the locations where the Employer maintains offices and includes:

- Annapolis Valley
- Antigonish
- Cape Breton
- Colchester East Hants
- Cumberland County
- Digby County
- Greater Halifax
- Lunenburg County
- Pictou County

- Queen's County
- Shelburne County
- Yarmouth County

ARTICLE 3 - RECOGNITION

3.00 Union Recognition

The VON recognizes the Union as the sole bargaining agent for all Registered Nurses and Licensed Practical Nurses employed by VON Canada Nova Scotia Branch working in Regular or Casual or Temporary Positions except the District Executive Directors, Senior Managers, Nurse Managers and those excluded in paragraphs (a) and (b) of subsection 2 of Section 2 of the Trade Union Act of Nova Scotia.

3.01 Temporary Agreements

No Nurse shall be required or permitted to make any written or verbal agreement with the VON, its representatives or immediate management supervisors which is contrary to the terms of this Collective Agreement.

3.02 Work Jurisdiction

The Employer agrees that no employee outside the Bargaining Unit will be permitted to do Bargaining Unit work that would result in the lay off or a reduction in the FTE status of a Bargaining Unit member, except by agreement between the Union and Employer.

ARTICLE 4 - MANAGEMENT RIGHTS

4.00 Management Rights

The Union recognizes that the management of the operation and the direction of the working force are fixed exclusively by the VON and the Union acknowledges that it is the exclusive function of the VON:

- (a) to maintain order, discipline and efficiency;
- (b) to hire, discharge, promote, classify, transfer, suspend, discipline, assign work to Nurses, provided that a claim that a Nurse (other than a Probationary Nurse) has been discharged, suspended, or otherwise disciplined without just cause may be the subject of a grievance and dealt with through the Grievance Procedure.
- (c) to determine the methods of operation, schedules (provided that wherever possible no change in hours of work will take place without

being discussed at the Labour Management Committee), programs, locations, equipment, means of transportation while on duty, areas which the Nurses work, number of Nurses and staff requirements.

4.01 Application of Agreement

The rights set out in 4.00 shall not be exercised in a manner inconsistent with the provisions of this Agreement, or in an unreasonable way.

ARTICLE 5 - NO STRIKE - NO LOCKOUT

5.00 No Strikes, Slowdowns, Work Stoppages or Interruptions

The Union and Nurses agree that during the term of this Agreement there shall be no strikes, slowdowns, work stoppages or other interruptions of the operation of the VON.

5.01 No Lockout

The VON agrees that there shall be no lockout of Nurses during the term of this Agreement.

ARTICLE 6 - UNION DUES AND UNION SECURITY

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

6.01 Union Dues Deductions

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

6.02 Information to the Union

Where operationally feasible, the Employer will endeavour to provide the following information to the Nurses' Union in conjunction with the monthly dues remission and will endeavour to provide it in electronic form:

- (a) the surname and given name of each Nurse;
- (b) the corresponding appointment of each Nurse indicating the status as Regular or Casual and Full Time or Part Time;

- (c) the corresponding dues as remitted on behalf of each Nurse;
- (d) the pay period end date.

6.03 Address

Unless an individual Nurse directs in writing to the Senior Director of Labour, VON NS in Human Resources not to provide the Union with **the Nurse's** address within ninety (90) days of signing this Agreement, the Employer endeavours to provide the Union with the last known address of each Bargaining Unit member within a reasonable period of time following ninety (90) days after the signing of this Agreement. Upon hire and except where the new Nurse directs in writing within ninety (90) days of the date of hire, not to provide **the Nurse's** address, the Employer endeavours to provide the Union with the new Nurse's telephone number and address within a reasonable period of time following ninety (90) days after the date of hire.

6.04 Indemnification of VON against Claims or Liability

In consideration of the aforementioned deduction and forwarding services of the VON, the Union agrees to indemnify and save harmless the VON against any claim or liability arising out of or resulting from the collection and forwarding of said dues. The amount of indemnification in any case shall not exceed the amount of deductions forwarded to the Union by the VON.

- 6.05** The Employer shall endeavour to advise a representative of the Local Union on a Site basis of all appointments, leaves of absence of greater than 6 months, resignations and retirements.

ARTICLE 7 - UNION REPRESENTATION

7.00 Election of Local Union Officers and Representatives

The VON recognizes the right of the Local Union members to elect from among the Nurses a Local Executive Committee.

In addition, the Antigonish, Colchester, Cumberland, Digby, Lunenburg, Pictou, Queen's, Shelburne, Yarmouth Locals shall each identify two (2) representatives, and the Annapolis, Cape Breton and Halifax Work Sites shall each identify up to three (3) representatives who shall be responsible for the administration of this Agreement on behalf of the Union at each Work Site and these persons shall constitute the Work Site Grievance Committee.

The Union shall provide a list of the Local Executive Committee and Work Site Grievance Committee on a regular basis, or upon request of the VON.

7.01 Time Off for Local Union Responsibilities

- (a) The VON shall be informed in writing of the name(s) of the Nurse(s) who is elected as a Union representative to the Local Union at each Work Site. The Nurse(s) shall be allowed reasonable time, without loss of regular pay or benefits, during normal working hours to assist in matters relating to the Agreement. Such approval for time off will take into account the extent of interference with normal client services and the cost arising from needed staff replacement, if applicable.
- (b) Such a representative must request and obtain permission from the District Executive Director / Senior Manager or delegate prior to attending to the Local Union business and shall report to **them** immediately upon **their** return. Such permission shall not be unreasonably withheld.

7.02 Right of Access to Information

The VON recognizes the elected Union Officers and Representatives as advocates of the Nurses they represent. Union Representatives acting on behalf of Nurses will be permitted access to information in the Nurse's personnel file, with written authorization from the Nurse.

7.03 Assistance of NSNU Representative

The Local Union Nurses may have the assistance of a representative from the Union in all meetings relating to labour relations between the Union and the VON.

7.04 Local Union Meetings on Premises of the VON

Neither the Union nor the Local Union will hold meetings at any time on the premises of the VON without the permission in writing of the District Executive Director / Senior Manager or delegate.

7.05 Provincial Negotiating Committee

- (a) Subject to operational requirements, the VON shall grant special leave for up to six (6) Nurses for the purpose of attending contract negotiations with the VON on behalf of the Union. In the event that a Nurse is to participate as a member of the Provincial Negotiating Committee ("PNC"), the Nurse shall normally provide not less than four (4) weeks advance notice to the Employer of the need to be absent from work for caucus meetings and for direct negotiation meetings with any related employer.
- (b) In the event a Nurse is a member of the PNC, the Employer shall grant a leave of absence for time spent in PNC caucus meetings and in direct

negotiations with any Employer, subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay.

- (c) When the PNC member is participating in direct negotiations with the VON the Employer will continue pay and benefits for shifts absent during such direct negotiations.
- (d) At the written request of the Nova Scotia Nurses' Union, the Employer will maintain regular bi-weekly pay and benefits for shifts not worked for a member of the PNC. The Employer will subsequently invoice the Nova Scotia Nurses' Union for such costs for PNC meetings in accordance with the reimbursement formula as set out in Article 7.10.

7.06 Leave of Absence for Union Annual and/or Provincial Meetings

- (a) Subject to operational requirements such as the Employer's ability to obtain a replacement at no additional cost in premium pay and where the Nurse has requested the leave with a minimum of four (4) weeks written notice in advance of the posting of the relevant schedule, the Employer shall grant a leave of absence without loss of regular pay and benefits for Nurses chosen to represent the Nova Scotia Nurses Union at the Annual and/or Provincial Meetings.
- (b) One nurse in addition to the representatives indicated above may, upon requesting in writing thirty (30) days in advance, be permitted to attend the Annual and/or Provincial meetings providing the Employer's operation is not adversely affected.

7.07 Leave of Absence for Board of Directors of NSNU

Providing **the Nurse** gives thirty (30) days' written notice, a member of the Board of Directors of the Nova Scotia Nurses' Union shall be granted leave of absence without pay up to a maximum of twelve (12) days in any one year in order to attend such meetings, provided that the VON is able to obtain a replacement at no additional cost in premium pay unless agreed otherwise, and that the Nurse requesting the leave must give reasonable notice, considering all of the circumstances, to enable to the VON to obtain a replacement.

7.08 Leave of Absence for Union Business

- (a) At the request of the Union, the Employer may grant a Nurse a leave of absence without pay for Union business provided that the Employer is able to obtain a replacement at no additional cost in premium pay, unless otherwise agreed, and the Union must give reasonable notice considering all of the circumstances to enable the Employer to obtain a replacement.

- (b) Subject to the specific provisions of the particular benefits plans, periods of less than thirty (30) days during which a Nurse is on a leave of absence for Union business shall be deemed to be time worked and paid for the purpose of Service, Seniority and accumulation of benefits.

7.09 Salary Replacement

For periods of leaves of absence without pay and with the written request of the Union, the Employer will maintain the regular biweekly pay and benefits of the Nurse. In such cases the Employer will invoice the Union at a rate of one hundred and twenty (120%) percent of the Nurse's regular rate of pay. This will normally occur within sixty (60) days of the completion of the leave of absence or otherwise as agreed between the parties. The Union shall pay the invoice within thirty (30) days of receipt of the invoice date.

7.10 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) **the Nurse** is to serve. The commencement and termination dates of the appointment shall be as determined by the Union. The Nurse shall provide a minimum of four (4) weeks (unless mutually agreed otherwise) notice of the intent to return to active employment with the VON at the conclusion of the term. The Nurse and the VON shall mutually agree on the return to active employment date and to any reorientation and/or training requirements that may exist.
- (b) All benefits of the Nurse shall continue in effect while the Nurse is serving as President, and, for such purposes, the Nurse shall be deemed to be in the employ of the Employer and Service and Seniority will continue to accrue. The Union will provide the Employer with an accounting of benefit use such as paid sick leave, vacation and holiday pay on basis to be agreed upon by the Employer and the Union. The Employer will adjust the records of the Nurse accordingly.
- (c) The gross salary of the President shall be determined by the Union and paid to the President by the Employer on a bi-weekly basis, and the amount of this gross salary shall be reimbursed to the Employer by the Union on a basis to be agreed upon by the Employer and the Union.
- (d) The Union shall reimburse the Employer its share of contributions for E.I. premiums, Canada Pension Plan, other pension and group insurance

premiums made on behalf of the Nurse during the period of leave of absence.

- (e) Upon expiration of **the Nurse's** term of office, the Nurse shall be reinstated in the position **the Nurse** held immediately prior to the commencement of leave, or if the position no longer exists, to another equivalent position.

7.11 Reproducing the Collective Agreement

The Nurses can access the collective agreement on the respective web sites of the NSNU and VON.

7.12 Bulletin Board

The VON will provide bulletin board space on which the Union and the Local Union may place notices of Union meetings and other activities upon receipt of prior approval from the VON, approval not to be unreasonably withheld.

7.13 Orientation

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

7.14 Acquaint Newly Hired Nurses

The Employer agrees to inform newly hired Nurses of the access to the collective agreement online.

ARTICLE 8 - HOURS OF WORK

8.00 Standard Hours of Work

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

(a) Full Time Nurses

- (i) The standard hours of work for a Full-Time Nurse shall be seventy-five (75) hours per bi-weekly period.
- (ii) The regular rotation shall consist of an average of ten (10) shifts of seven and one-half (7.5) hours in a biweekly period.

- (iii) Each seven and one-half (7.5) hour shift shall include one (1) scheduled fifteen (15) minute rest break for each three and three-quarter (3.75) hours worked and exclude a one half (1/2) hour meal break.

(b) **Part Time Nurses**

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (i) The standard hours of work for Part-Time Nurses shall be less than the standard hours of work for Full-Time Nurses as set out in Article 8.00(a). The hours of work may be scheduled up to a maximum of seventy-five (75) hours per two (2) week period
- (ii) Each seven and one-half (7.5) hour shift shall include one (1) scheduled fifteen (15) minute rest break for each three and three-quarter (3.75) hours worked and exclude a one half (1/2) hour meal break.
- (c) The rest break may be combined with the meal break or may be taken as one break in the morning and one break in the afternoon.
- (d) The Employer shall make every reasonable effort to assign a Nurse such that the Nurse will not normally be required to work longer than five (5) consecutive hours without the opportunity to have a rest break.
- (e) A nurse, when returning from an extended period of absence (10 days or more), can request to be scheduled office time to review their email.
- (f) Hours of work shall include the time for related service delivery activities in providing client care as well as travel time.

8.01 Maximum Consecutive Hours of Work

- (a) Unless mutually agreed otherwise and except in emergency situations, Nurses shall not normally be scheduled to work more than a total of twelve (12) consecutive hours (inclusive of regular and overtime hours) in a 24 hour period. Such 24 hour period shall begin at the first (1st) hour the Nurse reports to work in a day.
- (b) A Nurse who works more than twelve (12) consecutive hours shall be entitled to a minimum rest interval of ten (10) hours before the commencement of **the Nurse's** next shift. The rest interval shall not cause a loss of regular pay for the hours not worked on that next shift.

- (c) Arrangements at variance to the foregoing may be mutually agreed between the Nurse and the Employer.

8.02 Minimum Hours between Shifts

There shall be a minimum of twelve (12) hours between regularly scheduled shifts, unless mutually agreed upon otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

8.03 Work Assignment

- (a) The Employer shall send the day shift work assignment normally electronically to each Nurse as soon as possible on the day proceeding provided that Nurses shall normally receive their assignment no later than 17:30 the day preceding.
- (b) The Employer shall send the evening shift work assignment normally electronically to each Nurse at least two (2) hours before the start time of the evening shift
- (c) Where the Nurse receives the client assignment and subsequently has an urgent concern to be addressed, the nurse shall first attempt to contact the Client Services Associate to discuss the schedule matter. In the event that there is no one available to address the matter, the nurse shall contact their Nurse Manager or the Nurse Manager on call.
- (d) In the event that the Nurse's initial assignment (or subsequent assignment) is not communicated to the Nurse, the Nurse shall make reasonable attempts to obtain the schedule. In such event the Nurse's regular start time will be unaffected.
- (e) Nurses will check for changes to their daily schedule prior to starting their first assignment. Changes to the Nurse's first assignment will not normally be completed later than 35 minutes prior to the start of their shift.

8.04 Regular Schedule of Hours

- (a) Days: The regular scheduled hours of work for day shift shall be a 7.5 hour shift between 07:00 and 5:00 pm daily except where changed by mutual agreement between the Employer and the Nurse or pursuant to Article 8.05. Where changed by mutual agreement between the Employer and the Nurse or pursuant to Article 8.05, such changed shift shall not constitute a change of shift under Article 8.12.
- (b) Evenings: The evening shift shall be a period of eight (8) hours.

8.05 Shift Start and Stop times

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

The start and stop times of regular scheduled shifts shall not normally be changed without mutual agreement between the Nurse and Employer. In the event that the start or stop time is changed to accommodate a client visit without the Nurse's agreement, the employer will normally provide at least a twenty-four (24) hours' notice of such change.

8.06 Reporting for Scheduled Shift

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

Any Nurse who reports for a scheduled shift shall be paid for the shift provided the Nurse is available for the entire shift. Where however, there are insufficient client visits for a full daily work assignment the Nurse shall be assigned alternate work. The Nurse shall immediately report downtime to the CSA and Nurse Manager or Nurse Manager on call and shall accept alternate assignments including turn backs, or intake/scheduling support, office work or with the Employer's approval, take the time not worked off without pay or use **flex** time, vacation or stat time for the time not worked.

8.07 Variation of Standard Hours of Work

- (a) The VON and the Union may, by Memorandum of Agreement between the Parties, provide for regular hours of work which are other than the standard hours of work as described in Article 8.00 or other than the regular schedules in Article 8.04. This will not preclude occasional variations from the standard hours or from the regular schedule which are mutually agreed between the Employer and the Nurse.
- (b) A compressed work week shall be permitted where operationally possible. Such arrangements shall be set out in a Memorandum of Agreement between the Union and the Employer.

8.08 Rotations

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (a) The Employer and Union agree to implement shift rotations which will average (for Full-Time Nurses) ten (10) x seven and one-half (7.5) hour shifts in a bi-weekly period over the length of the rotation. Nurses shall

receive four (4) days off in each two (2) week period (75 hours) which, unless mutually agreed upon otherwise, shall be given in no more than three (3) segments. Nurses shall not normally be required to work more than six (6) consecutive days between days off.

- (b) Except where the Employer and the Union obtain an exemption under the Labour Standards Code permitting Nurses to work seven (7) consecutive days, the Employer will schedule four (4) days off work for Full-Time Nurses in not more than three (3) segments in each fourteen (14) day period commencing with the start of the Nurse's rotation and in each Subsequent fourteen (14) calendar day period. Where an exemption from the Labour Standards Code restriction is obtained and the Employer and Full-Time Nurses mutually agree to work seven (7) consecutive days, the Employer will schedule days off work for such Nurses in not more than two (2) segments in a bi-weekly period.

8.09 Evenings

Except in positions which include all evening shifts or Nurses who request to work all evenings, evenings shall be assigned on an equitable basis over the rotation.

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position). However, Casual Nurses may indicate their availability to work evenings.

8.10 Weekends

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

All Nurses in the Visiting Nursing Program shall normally be scheduled to work weekends. Weekends to be worked will be distributed equitably and determined by the Nurses' rotation. The Employer will endeavour to provide rotations that maximize the weekends off for Regular Nurses.

8.11 Posting of Individual Rotations, Schedules & Master Rotations

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (a) All Nurses will be assigned an individual rotation which will indicate their regular days of work. If operational requirements dictate, the individual rotation may be changed by the Employer with a minimum of thirty (30) days' notice and discussion with the Nurse.

- (b) A schedule of the hours of work and a list of Nurses on-call duty shall be posted four (4) weeks in advance and shall cover a minimum period of a complete calendar month. Before schedules are drawn up a Nurse desiring specific on-call days or specific days off may request same in writing and the VON will make all reasonable efforts to grant **the Nurse's** request. Requests for changes in posted schedules must be submitted in writing and co-signed by a Nurse willing to exchange assignments. **Requests to exchange assignments will not be unreasonably denied and a response in writing will be sent to both Nurses involved in the exchange** Overtime shall not be payable and Management shall not otherwise be penalized **or incur additional cost** by such arrangements.
- (c) No changes in the master rotation will occur until discussed at the Local Labour Management Committee and the Local Union Representatives shall have the right to participate in the design of the new master rotation.

8.12 Changes in a Posted Schedule

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (a) It is understood that a posted schedule shall not normally be changed without mutual agreement between the Nurse and the Employer except as set out above or required by operational circumstances.
- (b) Where the Employer changes a regular shift as scheduled without mutual agreement and with less than **forty eight (48)** hours' notice in advance of the time to be worked, overtime shall be payable for the shift worked.
- (c) Where the start time or end time of a shift is changed by the Employer without mutual agreement such change will not constitute a shift change for which overtime is payable under Article 8.12 (b), however, the time worked before or after the originally scheduled seven and one-half (7.5) hour shift will be considered overtime under Article 8.27.

8.13 Scheduling of Part-Time and Casual Nurses

1. Extra shifts are deficiencies in the schedule prior to posting.

Where Extra Shifts are available, they shall be offered in the following manner:

- (a) Part-Time Nurses may apply for Extra Shifts in addition to their regular scheduled hours of work.
- (b) Nurses shall indicate their availability in writing for extra shifts to the Employer a minimum of one (1) week before the schedule is posted. In

the event that the Nurse has provided availability to a Work Site other than the Nurse's Work Site, the Nurse must notify the staffing clerk at the Home Site.

- (c) Extra shifts shall be assigned to Nurses who have indicated by the deadline an interest in extra shifts:
 - (i) Part-time Nurses in the Work Site
 - (ii) Part-Time Nurses from other work sites
 - (iii) Casual Nurses in the Work Site
 - (iv) Casual Nurses from other work sites
 - (v) Such shifts will be assigned on the basis of seniority, with the most senior Nurse who has indicated interest being assigned shifts first;
 - (vi) Nurses will be assigned shifts according to their indicated availability up to a full-time equivalency.

2. Relief Shifts are deficiencies in the schedule which occur after the posting.

- (a) The Employer may offer Relief Shifts to Part-Time Nurses or Casual Nurses. The Nurses are not required to accept the relief shifts.
- (b) Where the length of the relief shift is less than a full shift, the Nurse shall receive one (1) scheduled fifteen (15) minute break for each three and one-half (3.5) hours worked.
- (c) Notwithstanding Article 8.13 c) above, Casual Nurses shall be scheduled to permit their orientation.
- (d) Once a relief shift is accepted, the Part-Time or Casual Nurse is obligated to work.
- (e) Part-Time Nurses who are assigned or accept Relief Shifts and subsequently do not work are not entitled to compensation for the shift, except, in the case of Relief Shifts which were accepted by the Nurse at least seven (7) days prior to the date of such Relief Shift where, if **the Nurse** is unavailable due to sickness, **the Nurse** will then qualify for sick leave.

8.14 Casual Nurse Availability

- (a) Casual Nurses shall confirm to the Employer the extent of their availability

for shifts. Casual Nurses must complete a Casual Availability Form.

- (b) Casual Nurses who have indicated an availability to work, may be offered shifts in accordance with operational requirements.
- (c) Where the availability status of a Casual Nurse changes from that previously accepted by the Employer, the Casual Nurse must indicate the extent of the change in availability **in writing to the Employer**.
- (d) Once a Casual Nurse accepts a work assignment including a scheduled extra shift, relief shift, Temporary Position, period of On Call or a Call Back during On Call, the Casual Nurse is obligated to work

8.15 Cancelled Shifts

- (a) Once a Regular Nurse has accepted an extra shift or a relief shift as set out in Article 8.13 the Employer shall not cancel the shift without the mutual agreement of the Regular Nurse.
- (b) Once a Casual Nurse has accepted a relief shift as set out in Article 8.13, the Employer shall either provide at least a **four (4)** hour advance notice to the Nurse of the need to cancel the relief shift or shall provide an alternate assignment to the Casual Nurse.
- (c) **Once a Casual Nurse has been assigned an extra shift as set out in Article 8.13, the Employer shall not cancel the shift without the mutual agreement of the Casual Nurse.**

8.16 On-Call Duty

- (a) It shall be a condition of employment that each Regular Nurse shall, on a **schedule** of rotation, be on-call (i.e. available to return to duty) except on the evening before a day off or on a day off, unless mutually agreed between the Nurse and the Employer. Such on-call periods shall be distributed on an equitable basis.

In the event that a Nurse scheduled to be On Call becomes unavailable for their scheduled On Call, the Employer will offer the On Call to Nurses at the site.

In the event that no Nurse accepts the On Call, the On Call will be assigned to a Nurse currently working and scheduled to work the next day, in the order of reverse seniority on a rotating basis.

In the event there are no such Nurses available, the Employer will

assign the On-Call to a Nurse currently working, in the order of reverse seniority on a rotating basis.

When assigning On-Call to a Nurse, the Nurse Manager or designate shall contact the Nurse directly to inform them of the assignment.

If a Nurse works an un-scheduled On Call, the Employer will endeavor to consider that unscheduled On Call in the equitable distribution of On Call shifts in the next future schedule if possible, or in a future schedule as soon as possible.

Casual Nurses may indicate their availability to be placed On-Call. A Casual Nurse who accepts an On-Call assignment is required to report to work if Called Back during the On-Call assignment.

- (b) VON may establish separate on-call lists for Registered Nurses and Licensed Practical Nurses.
- (c) A Nurse called out after returning home from a booked visit will be compensated under Article 8.24 - Call out Compensation during the On-Call Period. A Nurse called out while on a booked visit will add the call out visit to the booked visit and claim as overtime.
- (d) Where a Work Site does not have an evening shift, the Parties agree that Nurses assigned On-Call under Article 8.16 may continue to be assigned booked visits to a maximum of three (3) hours inclusive of travel time during the evening when on-call. Such time will be claimed as overtime, not as a call-out, and paid at the overtime rate of time and one-half (1.5x) but will be claimed from the Nurse's home returning to the Nurse's home for mileage and time.

8.17 On-Call Duty during Evening Shift

On-call may be assigned to a Nurse working an evening shift. The On-Call premium under Article 8.23 shall not be payable during the regular hours of the evening shift and the Nurse responding to on-call client calls during the regular hours of the evening shift shall not be paid call-out compensation under Article 8.24.

If a call-out begins before the end of the evening shift but causes the Nurse to work beyond the end of the scheduled shift, the time worked after the end time of the shift shall be counted and paid as overtime.

- 8.18** A Nurse accepting a Relief Shift for a Nurse on-call will normally accept the on-call assignment, provided the Nurse was notified at the time the Relief Shift was offered.
- 8.19** Nurses on-call must be accessible by telephone for call-out and must be available to respond within a reasonable time.
- 8.20** Admissions will not normally be assigned to on-call Nurses except for palliative clients or clients determined by the Nurse Manager or the Nurse Manager on call to be clinically necessary.
- 8.21** On-call designation shall not be used to cover an entire shift for an ill or absent evening Nurse except as provided below:
- (a) Part-Time Nurses or Casual Nurses as a Relief Shift in accordance with Article 8.13; or
 - (b) As overtime pursuant to Article 8.29;
 - (c) Where the Employer has exhausted the above options, and the daily work assignment for the on-call Nurse has not exceeded seven and one-half (7.5) hours of regular client visits, the Employer may assign up to a maximum of four (4) hours of the evening shift to the on-call Nurse, but not if it requires the Nurse to work more than a total of 12 consecutive hours, including the daily work assignment, as set out in Article 8.03;
 - (d) Where such assignment is made, the Employer will, upon request, make available to the Local Union President a record of the attempts made under 8.21 (a) and (b) above. Where the evening Nurse is absent or ill with short notice or mid-shift, **the Nurse** will consult with the on-call Nurse Manager to determine priority calls to be assigned to the on-call Nurse.

8.22 On Call - Break in Work Hours

The Nurse shall be entitled to a rest interval of six (6) hours between the time a Nurse On-Call, working on a Call-Out, completes a period of Call-Out and the commencement of the Nurse's next scheduled shift except when the Call-Out 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-Out begins within two (2) hours of the commencement of the next scheduled shift, the Nurse shall complete **their** scheduled shift. The rest interval shall not cause a loss of regular pay for the hours not worked on the previously scheduled shift.

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

this Article.

8.23 On-Call Premium

- (a) The Employer shall pay a Nurse who is "On-Call" on a regular day twenty dollars (\$20.00) for each On-Call period of eight hours or less.
- (b) The Employer shall pay a Nurse who is on On-Call on a named holiday forty dollars (\$40.00) for each On-Call period of eight (8) hours or less.

8.24 Call-Out Compensation during On-Call Period

- (a) If the Nurse who is on-call is called out during the Nurse's on-call period, **the Nurse** will receive, in addition to the payment described in Article 8.23, compensation as paid time for the greater of either:
 - (i) a period of four (4) hours for each time a Nurse is called out provided that **the Nurse** has made all reasonable efforts to coordinate home visits so as to attend to all clients without a break of duty; or
 - (ii) the time spent at the client's home, plus travel time for each time that a Nurse is required to leave **their** home, calculated at the overtime rates set out in Article 8.27
 - (iii) A Nurse may take time off in lieu of pay for the call-out worked. Such time off shall occur at a mutually agreed time.
- (b) The Nurse shall also be reimbursed for mileage associated with call outs within the area served by the VON Site where the Nurse is employed at the rate set out in Article 19.01 for travel between the Nurse's home and the client's home and return to the Nurse's home.
- (c) The shift differential premium and the weekend premium shall be paid for each applicable hour worked on a Call-Out while On-Call.

8.25 Telephone Consultations While On-Call

- (a) When a Nurse On-Call is consulted by telephone through the VON answering service, client services or VON nurse manager and as a result will not be required to provide a client visit, the Nurse shall be paid at the Nurse's regular hourly rate for the total time spent on the telephone consultation(s) including time required for the related documentation.

Where a telephone consultation is provided by a Nurse and the total time of the consultation(s) and documentation is during the On-Call period, the

Nurse shall be compensated with a minimum payment of fifteen (15) minutes. Otherwise the Nurse shall be paid for the actual time of the consultation and documentation required. The VON will establish processes to monitor the actual time spent on these consultations.

- (b) The shift differential premium and the weekend premium shall apply to the total time spent on the telephone consultation(s) including time required for the related documentation.

8.26 Call Out Compensation When Not On-Call

- (a) A Nurse shall not normally be called out except when designated on-call. Where a Nurse not on-call is required to be called out, or volunteers to be called out from their residence following the completion of a shift but before the commencement of their next shift, provided that such call out is not continuous with their regularly scheduled shift, or is called out on a day **the Nurse** is not scheduled to work, shall be granted a minimum of four (4) hours pay at straight time rates or overtime in accordance with Article 8.27 whichever is greater.
- (b) The Nurse shall also be reimbursed for mileage at the rate set out in Article 19.01 for travel between the Nurse's home and the client's home and return to the Nurse's home.
- (c) In determining the Nurse required to be called out the Employer will consider the operational issues including the nurses required to report for work on the next regular shift, the geographic proximity of the Nurse and client, any special skills required for the service and the Seniority of the available Nurses. The decision will be to assign the work to the least senior nurse deemed by the employer to be available.

8.27 Overtime Rate, Compensation (Time Off or Pay)

- (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 (1.5 x) the Nurse's regular hourly rate for the overtime worked.
- (b) A Nurse who works in excess of four (4) hours overtime in any one day shall be compensated at a rate of two times (2 x) the Nurse's regular hourly rate for the overtime worked in excess of the first four (4) hours of overtime.
- (c) When a Nurse works overtime, the Nurse may elect to be compensated for the overtime as compensatory time off or to receive pay. If the Nurse elects time off, such time will be recorded in the compensatory time bank.

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (d) Where a Nurse elects time off in lieu of overtime pay, such compensatory time off shall be scheduled at a mutually agreed upon time between the Nurse and the Employer. The Employer shall make all reasonable efforts to accommodate the wishes of the Nurse.

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (e) A Nurse shall be permitted to accumulate up to seventy-five (75) hours in **their** compensated time bank. However, when a Nurse's compensated time bank reaches a total of seventy-five (75) hours, the Employer shall:
 - (i) Pay out any additional compensated time or:
 - (ii) Schedule the compensated time off

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (f) In the scheduling of compensatory time off the Employer shall notify the Nurse at least forty-eight (48) hours in advance of the scheduled compensatory time off. Compensatory time off may be taken with less than forty-eight (48) hours' notice by mutual agreement between the Employer and the Nurse.

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

8.28 Overtime Defined

All overtime must be authorized by the Employer and time worked that is less than fifteen (15) minutes at the end of a regular shift is not compensated time.

Overtime means:

- (a) Any time worked in excess of seventy-five (75) hours in a bi-weekly pay period.
- (b) Any time worked in excess of the regularly scheduled shift, where the Union and Employer agree to shifts other than the regularly scheduled shifts, as outlined in Article 8.08.

- (c) Any time worked by a Full-Time Nurse on a scheduled day off;
- (d) Any time which a Nurse is required to work which is not in accordance with the maximum days of work or weekends off. This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).
- (e) Any time in which a Nurse has not been given **forty eight (48)** hours' notice and is required to work, where **the Nurse** had previously been scheduled compensatory time off in accordance with Article 8.27 e);

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

8.29 Overtime Assignment

The Union recognizes that client requirements are paramount and therefore overtime may be assigned, provided:

- (a) Wherever possible, overtime shall be worked on a volunteer basis;
- (b) The VON shall make all reasonable efforts to assist a Nurse who may be required to work overtime by getting assistance from other Nurses who are on duty that particular day and are available to assist;
- (c) The VON will, in special circumstances at its sole discretion, give consideration to postponing certain home visits; and
- (d) No Nurse will be required to work more than twelve (12) consecutive hours.
- (e) A Regular Nurse will not be required to work overtime on a scheduled day off.
- (f) Meal Allowance

Nurses will be provided with a meal allowance of fifteen dollars (\$15.00) after having worked overtime in excess of three (3) continuous hours beyond a regularly scheduled shift.

8.30 Travel Time

- (a) When a Nurse resides within the geographic area (county lines) of the Work Site where the Nurse is employed:
 - (i) the Nurse's travel time begins:

- at the first client visit of the day, or
- upon arrival at the designated VON office site, or
- 30 minutes in direct travel time from the Nurse's place of residence whichever comes first; and

(ii) the Nurse's travel time ends:

- at the last client visit of the day, or
- upon departure from the designated VON office site, or
- 30 minutes in direct travel time to the Nurse's place of residence,

whichever is closest to the Nurse's place of residence.

(b) When a Nurse resides outside the geographic area (county lines) of the Work Site where the Nurse is employed:

(i) the Nurse's travel time begins:

- at the first client visit of the day, or
- upon arrival at the designated VON office site, or
- 30 minutes in direct travel time after crossing the boundary line of the VON Site where the Nurse is employed whichever comes first;

(ii) the Nurse's travel time ends:

- at the last client visit of the day, or
- upon departure from the designated VON office site, Or
- 30 minutes in direct travel time before crossing the boundary line of the of the VON Site where the Nurse is employed

whichever is closest to the boundary line of the VON Site where the Nurse is employed.

(c) When the Employer requires the Nurse to work within the geographic area (county lines) of another Work Site then the Nurse's travel time will begin as outlined in (a) above and travel will commence 12 kilometres from the Nurse's home as per Article 19.01(b)(i) of the Collective Agreement.

8.31 Temporary Reassignment

(a) Occurs when a Nurse is temporarily assigned by the Employer to Work Site other than the Nurse's home Work Site for a period in excess of one shift. This article is not applicable to individual client visits that are assigned to Nurses outside the Nurse's Work Site.

- (b) Nurses shall only be reassigned for the purpose of meeting operational needs.
- (c) When assigned to a different Work Site, the Nurse shall receive pay for travel time in accordance with Article 8.30.
- (d) If a situation requires a temporary reassignment, the Employer shall first request volunteers for the temporary reassignment. If no Nurse volunteers, the Employer shall reassign in an equitable manner.
- (e) A Nurse shall only be reassigned to a Work Site when the first client visit and the last client visit are within one hour driving time of the Nurse's home.
- (f) Unless the Nurse agrees, the Nurse shall not be required to be reassigned on-call outside of the Nurse's home Work Site.

ARTICLE 9 - SALARY

9.00 (a) Salary Scale

Salaries will be as set out in the Salary Scale in Appendix "A" annexed hereto.

(b) Hourly rates

The hourly rates are determined by dividing the annual rates by nineteen hundred and fifty (1950) hours.

(c) Regular Pay Period

The Employer shall pay each Nurse every two (2) weeks as set out in Article 9.07.

(d) Pay report information

The information provided to the Nurse on the regular pay reports will include a statement of the regular pay and other income earned and deductions during the preceding pay period. Every effort will be made to supply a Nurse with requested clarifications regarding a pay report as promptly as possible.

9.01 Casual Nurses and Payment in lieu of Benefits

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

9.02 Retroactivity

Unless otherwise stated, only the wages as set out in Appendix A under this settlement and renewal agreement are payable retroactive to November 1, **2020** and shall apply to all Nurses, whether Regular or Casual. The Employer endeavours to compute and pay the salary adjustments for each Nurse as expeditiously as reasonably possible.

Otherwise the provisions become effective on the date of signing the renewal Collective Agreement.

9.03 Application for Nurses not Employed at Date of Signing

The Employer **shall compute and pay the retroactivity for Nurses not employed at the date of signing as soon as reasonably possible and shall deposit such monies to the last known banking information provided by the Nurse. Nurses are expected to ensure that banking information remains current and is communicated to the Employer.**

In the event such monies are not able to be deposited, the Employer shall send a letter by regular mail to the last known address of each Nurse who has left the employ of the Employer between November 1, **2020** and the date of signing the renewal Collective Agreement. The letter shall advise the Nurse of the requirement to apply for retroactive pay and/or retroactive travel reimbursement increases in writing to the VON within twenty-one (21) calendar days from the date of the mailing of the letter.

9.04 A.Placement on the Salary Scale

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

One year of satisfactory recent nursing experience for the purpose of initial placement of a Nurse on the salary scale shall be equivalent to 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 **applicable** 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 **applicable** 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 **applicable** 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 **applicable** 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 **applicable** salary scale of Appendix "A";
- (f) A Nurse with five (5) years ~~or more~~ of satisfactory recent nursing experience shall be placed at the five (5) year rate of the **applicable** salary scale of Appendix "A".
- (g) **Effective November 1, 2023, a Nurse with a minimum of six (6) years of satisfactory recent nursing experience shall be placed at the six (6) year rate of the applicable salary scale of Appendix "A".**
- (h) **Effective November 1, 2023, a Nurse with a minimum of seven (7) years or more of satisfactory recent nursing experience shall be placed at the seven (7) year rate of the applicable salary scale of Appendix "A".**
- (i) **A Nurse with twenty-five (25) years of satisfactory recent nursing experience shall be placed at the twenty-five (25) year rate of the applicable salary scale of Appendix "A".**

- (j) A Nurse may apply at any time for a review of the Nurse's placement on the salary scale in accordance with this Article. Upon receipt of documentation satisfactory to the Employer demonstrating that the Nurse's placement on the salary scale is incorrect, the Employer shall place the Nurse at the proper rate in accordance with this Article beginning the first pay period following receipt by the Employer of the aforementioned documentation. In no event shall the Employer be required to make changes retroactively.

9.04 B. Recruitment and Retention Incentive for LPNs who transition to RNs

When an LPN transitions to an RN, the Nurse will be placed on the increment scale in accordance with Article 9.05 (d). Upon completion of the increments from start to top of increment scale for an RN, the Nurse who provided satisfactory proof of a combined total of 25 years of recent LPN and RN experience will be placed at the 25 year rate on the anniversary date one year after the top rate the Nurse's RN classification.

Prior experience, other than with the Employer shall only be considered where the Nurse in question provides the documentation and other information necessary to establish that the experience in question was satisfactory and to substantiate the length of experience being put forward for recognition.

9.05 Movement on Increment Scale for Regular Nurses

Once a Regular Nurse's pay is attached to an increment step of the applicable scale within Appendix "A" subsequent advancement on the scale shall recognize that the Anniversary Date shall be the date of the first shift worked by the Nurse in a Regular position and may change as set out herein.

- (a) On a year to year basis following the Anniversary Date the Nurse shall be advanced to the next level on the increment scale within the Nurse's classification as listed in Appendix "A".
- (b) Increments for Nurses will be paid within two (2) pay periods following the date they qualify for the adjustment.
- (c) The original Anniversary Date is portable pursuant to the provisions of Article 25.
- (d) a Nurse must commence a new Anniversary Date if **the Nurse** assumes a new professional designation which includes Licensed Practical Nurse, Registered Nurse.

9.06 Movement on Increment Scale for Casual Nurses

Once a Casual Nurse's pay is attached to an increment step of the applicable scale within Appendix "A" subsequent advancement on the scale shall recognize that the Anniversary Date shall be the date of the first shift worked by the Casual Nurse and may change as set out herein.

- (a) Casual Nurses shall be advanced to the next level on the increment scale within the Nurse's classification as listed in Appendix "A" on the basis of 1500 Regular Hours Paid equaling one (1) year. Increments for Casual Nurses will be paid within two (2) pay periods following the date they have completed 1500 hours.
- (b) Casual Nurses who have worked less than 1500 regular hours within one calendar year of their Anniversary Date shall move to the next level on the increment scale when 1500 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 is 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.
- (d) If a Casual Nurse is appointed to a Regular Full-Time or Regular Part-Time Position within 250 hours of the 1500 hour threshold for movement to the next level of the increment scale, **the Nurse** shall advance to **the Nurse's** next level on the increment scale on the date of appointment to the Regular Position. This date shall become the Nurse's Anniversary Date for the purposes of movement through the increment scale only. The Service and Seniority of the Casual Nurse is not affected by the change to the Anniversary Date.
- (e) A Casual Nurse who is appointed to a Regular Position may use all hours worked as a Nurse in Nova Scotia regardless of the Employer for the purpose of being placed on the increment scale for the Regular position. Such Casual Nurse must provide satisfactory evidence of all hours worked with other Employers within thirty (30) days of the appointment and **the Nurse's** higher placement on the increment scale shall be effective upon the provision of the satisfactory evidence.
- (f) Where a Casual Nurse fills a Temporary Full-Time or Temporary Part-Time Position, the hours paid in the Temporary Position are casual hours and movement through the increment scale remains in accordance with Article 9.06 (b).

9.07 Pay Day

- (a) Pay day shall occur on Friday every second (2nd) week unless with reasonable notice another day is designated as pay day.
- (b) Where the payroll system changes requiring a change in pay day, the Employer will provide a minimum of thirty (30) days' notice.
- (c) Subject to operational considerations, the Nurse's pay shall be directly deposited to a financial institution of their choice.
- (d) The Employer will provide the Nurse with a statement of earnings as set out in Article 9.00 d).
- (e) Where there is an error in the pay caused by the Employer's processes, the Employer will immediately correct the matter.

9.08 Educational Premiums

Nurses will be paid the Educational Premiums (Group A and Group B) as set out in Appendix "B" as an addition to the regular hourly rate of pay. However the Nursing Practice Premiums and Nursing Leadership Premiums (Group C) will be paid as a lump sum payment.

9.09 Weekend Premium

It is recognized that Nurses provide, through regular and "on call" shifts, a 24 hour service to VON clients seven days per week. A Nurse shall be paid a premium of **two dollars and thirty five cent (\$2.35)** per hour for each weekend hour worked (hours between 1900 hours Friday and 0700 hours Monday) on the weekend. 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 to three dollars and fifty cents (\$3.50); effective the date of ratification of this Agreement;**
- (b) **Increase to four dollars (\$4.00) effective April 1, 2025**

9.10 Shift Premium

It is recognized that Nurses provide, through regular and "on call" shifts, a 24 hour service to VON clients seven days per week. A Nurse shall be paid a premium of **two dollars and thirty five cent (\$2.35)** per hour for each hour worked after 1900 hours each day. The shift premium shall be paid in addition to

the weekend 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 to three dollars and fifty cents (\$3.50); effective the date of ratification of this Agreement;**
- (b) **Increase to four dollars (\$4.00) effective April 1, 2025**

9.11 New Classification

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

9.12 Nurse Identity

Each Nurse shall be entitled to an annual sum of one hundred and twenty dollars (\$120) for the purchase of uniforms, as per the Employers' "Uniform" Guidelines. The Guidelines include outerwear.

ARTICLE 10 - SICK TIME, LEAVE OF ABSENCE

- 10.00** (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.

Paid sick leave shall accumulate and be granted to Full-Time Nurses at the rate of 11.25 hours for each one hundred and sixty-three (163) Regular Hours Paid. The maximum amount of accumulation shall be nine hundred (900) hours. A Regular Part-Time Nurse shall receive the benefits in proportion to those of Full-Time Nurses based on Regular hours paid.

- (b) Nurses with more than nine-hundred (900) hours of accumulated sick leave credits as of the date of signing of this Collective Agreement shall retain such excess credits but cease earning additional sick leave credits until such time that their sick leave usage reduces their accumulated credits to be less than nine hundred (900) hours. At such time the Nurse will start earning sick leave credits in accordance with Article 10.00 (a).

10.01 Recognition of VON Sick Time

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

When a Nurse transfers from another Provincial Branch of the VON, the VON will assume responsibility for any accumulated sick leave of such Nurse up to a maximum of nine hundred (900) hours.

10.02 Annual Statement of Sick Leave Credits

A Nurse shall receive an annual statement of sick leave credits on June 1st in each year. A Nurse may also request an update of sick leave credits at any time.

10.03 Sick Leave Certificates & Reports

- (a) A Nurse absent from **their** duties on sick leave may be required to establish, with adequate medical documentation, that the illness or injury prevents the Nurse from working for the period of time **the Nurse** was absent from **their** duties.
- (b) The VON reserves the right to require a Nurse to consult a physician to provide VON with a physician's report. Where a Nurse is required to submit medical reports or where additional examination is required, the Employer shall reimburse, or advance, the Nurse for the full costs of any such examinations or medical reports.
- (c) 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 **the Nurse's** intended date to return to work, except where a shorter period of notice is mutually agreed between the Nurse and the Employer.
- (d) In any return to work from a leave of absence due to an illness or an injury which was longer than two (2) consecutive months (or shorter period if determined by the Employer as needed), the Nurse may be requested to provide a clearance satisfactory to the Employer for the return to work. If the statement clears the Nurse to return to full duties and also indicates a specific date of return, it shall be provided not less than 14 calendar days in advance of the date of return, unless mutually agreed otherwise.
- (e) If the Employer then requires that the Nurse provide further medical documentation to prove the Nurse can safely return to full duties and that requirement delays the Nurse's return to work date, 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 document confirm

the original documentation that the Nurse was able to return to work. No deductions will be made from **the Nurse's** 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.

- (f) All medical information received by VON shall be held in the strictest of confidentiality. The physician's medical report shall only be provided to the person designated by VON as being responsible for handling employee health information. The manager/supervisor of the Nurse shall only be advised of 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. Where however, the Nurse's manager/supervisor is also the person designated by VON as being responsible for handling employee health information, such person shall only rely on that information specified above for managers/supervisors in the course of their supervisory/managerial duties.

10.04 Union Representation

A Nurse has the right to be accompanied by a representative of the Union or the Local Union in a meeting with the Employer to discuss **the Nurse's** attendance at work. The Nurse shall be advised of the nature of the meeting in advance to allow the Nurse to contact a representative.

10.05 Extended Sick Leave

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

A Nurse who has used all **their** sick leave benefits and is still unfit to return to work, but intends to return to work, shall be considered to be on sick leave. Continuation of such leave shall be subject to a periodic review by the Employer of the Nurse's circumstances and **their** ability to return to work. While on such unpaid leave **the Nurse** may, at **their** option, be paid out of **their** banked comp or vacation carry forward banks.

10.06 Sick Leave Medical/Dental; Family; Emergency

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

Nurses with sufficient sick leave credits shall be allowed leave of absence without loss of regular pay for 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 and not applicable to casual nurses) debited against sick leave credits in order to:

- (a) Participate in appointments and medical services required for the Nurse's personal preventative medical or dental care. Nurses shall endeavour to arrange for appointments during off duty hours. Nurses shall advise their immediate supervisor when they become aware of the date of the appointment or service for personal medical, dental care and indicate the time off needed on the affected shift if the Nurse is scheduled to work. The Nurse will provide at least seven (7) days' notice to be eligible for this leave except where the appointment was offered on short notice in which case as much notice as possible shall be provided. Such leave shall not be unreasonably denied. The Employer may require proof of the need to be absent from work.
- (b) Attend to the Nurse's personal matters limited to:
 - (i) The Nurse's own medical or dental health that is at an immediate risk;
 - (ii) making the alternate care arrangements for a member of the Nurse's immediate family as defined in Article 2.08 who has become unexpectedly or suddenly ill or disabled and requires the Nurse's personal attention and where this could not be serviced by others or attended to by the Nurse outside of **the Nurse's** assigned shifts;
 - (iii) a critical condition (fire, flood, or other natural disaster excluding adverse driving conditions) which requires the Nurse's personal attention which could not be serviced by others or attended to by the Nurse outside of **the Nurse's** assigned shifts.
 - (iv) **medical and dental appointments of the Nurse's spouse, child/step child, parent/ step parent, or any other relative who resides with the Nurse. Nurses shall endeavour to arrange for such appointments during off duty hours. Further, a Nurse shall notify their immediate supervisor as soon as the Nurse's spouse, child/step child, parent /step parent or any other relative who resides with the Nurse, is placed on a waiting list for medical or dental care. The Nurse must provide at least 7 days notice in order to be eligible for this leave, except where the appointment is offered to the Nurse's spouse, child/step child, parent/step parent or any other relative who resides with the Nurse on short notice in which case as much notice as**

possible shall be provided.

The Employer may require verification of the condition claimed.

10.07 Bereavement Leave

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position) except if a death occurs in the immediate family (as defined in Article 2.08) of a casual Nurse when the Nurse is at work as in a) below.

- (a) If a death occurs in the immediate family (as defined in Article 2.08) of a Nurse when the Nurse is at work, or scheduled to go to work, then the Nurse shall be granted bereavement leave with pay for the remainder of the scheduled shift and shall be granted five (5) consecutive days of bereavement leave commencing on the calendar day following the day of the death of the family member.
- (b) in the event of the death of a Nurse's aunt, uncle, niece, nephew, the Nurse shall be granted bereavement leave with pay for one day.
- (c) **Bereavement leave may be deferred wholly or partly for the purpose of attending the ceremonial observances of the death to a maximum of two segments.**

The Nurse shall notify the Employer of this deferment at the time of the death. Deferred bereavement leave shall be taken within twelve (12) months of the date of the death.

- (d) If a death occurs for which bereavement leave is provided under this Article, and the Nurse has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days.
- (e) **For the purpose of this Article, "Immediate Family" as defined in Article 2.07 will include one person who is equivalent to a member of the immediate family for the Nurse. A Nurse shall be entitled to bereavement leave for such person only once during the Nurse's total period of employment with the Employer.**

10.08 Court Leave

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

- (a) to serve on a jury; (including the time spent in the jury selection process);

or

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

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

- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked. This provision (c) is applicable to a Casual Nurse provided the Casual Nurse is appearing as a witness for the Employer.
- (d) The leave of absence shall be sufficient in duration to permit the Nurse to fulfill the witness or jury obligation.
- (e) A Nurse given Court leave of absence without loss of regular pay shall pay to the Employer the amount that the Nurse receives for this duty. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position) other than as specified in Article 10.08 c).
- (f) The Nurse shall advise the Employer as soon as possible after receipt of a jury notice or subpoena.

10.09 Leave of Absence for Education

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (a) The Employer may grant a leave of absence without pay for educational purposes to a Nurse who has been employed for a minimum of one year. Such leave must be requested at least three (3) months in advance of the requested commencement date and the nature of the educational program must be directly related to the skills and requirements of the Employer.
- (b) A Nurse on Education Leave shall retain those benefits which accrued up to the time the Nurse commenced the leave of absence. The Nurse shall continue to accrue Service and Seniority during the leave of absence.
- (c) On return, the Nurse shall return to the same or equivalent previous position and appointment status that the Nurse had prior to commencing

the leave, unless mutually agreed upon otherwise.

- (d) Notwithstanding the provisions of Article 10.09, 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 10.11.
- (e) Subject to the provisions of the applicable benefits plans, a Nurse on an educational leave of absence may maintain membership in the plans if the Nurse agrees to pay both the Employer and Employee share of the contributions.

10.10 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.

10.11 Working during Leave of Absence

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

along the increment scale.

10.12 Return from Leave of Absence

- (a) Before a Nurse may return to work from a leave of absence **the Nurse** must provide a minimum of four (4) weeks written notice of the specific date of **the Nurse's** return to work, or such shorter time as mutually agreed.
- (b) Upon return from an approved Unpaid Leave of Absence, a Nurse shall be reinstated to **the Nurse's** former position unless the position has been discontinued, in which case the Nurse shall be appointed to an equivalent position. 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.

10.13 Compassionate Care Leave

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

10.14 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, **the Nurse** is entitled to return to **the Nurse's** former position without loss of benefits provided that the Nurse gives two (2) weeks' notice to the Employer of **their** intent to return unless mutually agreed to a shorter notice period.
- (b) Any Nurse in the Bargaining Unit who is elected to full-time office in the Federal, Provincial, or Municipal level of Government shall be granted a leave of absence without pay, for a term not exceeding five (5) years.
- (c) Upon return, the Nurse will be placed in a position determined in accordance with the needs of the Employer at that time. The Nurse shall be placed on the same level of the increment scale the Nurse formerly occupied prior to commencing the leave of absence. The Nurse shall retain all benefits which accrued up to the time the Nurse commenced the leave of absence, including Service. The Nurse shall continue to accrue Seniority during the leave of absence.

10.15 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.

10.16 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.

10.17 Benefit Continuation

- (a) 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 following leaves: Compassionate Care Leave (Article 10.13), Leave for Parent of a Critically Ill Child (Article 10.15) and Domestic Violence, Intimate Partner Violence or Sexual Violence Leave (Article 10.16) (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. The Nurse shall be responsible to pay both the Employer and the Nurse's share of premium costs for maintaining such coverage for which the Nurse is eligible during the period of leave.
- (b) Where the Nurse opts in writing to maintain membership in the benefits plans the Nurse shall enter into an arrangement with the Employer to pay the cost required to maintain membership, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged. Failure by the Nurse to make arrangements for payment of benefits as per Article 10.17 (a) will result in the immediate termination of benefits.

ARTICLE 11 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

11.00 Pregnancy/Birth/End of Pregnancy 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.
- (f) **Every Nurse shall be entitled to leave, in accordance with labour standards, for a pregnancy which ends prior to nineteen (19) weeks. The Nurse may be eligible for sick leave or the Nurse may elect that such leave be paid by charging the time to the Nurse's accumulated vacation, accumulated holiday or flex bank. A Nurse shall not be placed or advanced, as part of the Employer's attendance program as a result of this absence period.**
- (g) **In the event a pregnant Nurse's pregnancy ends after the 19th week of pregnancy, the Nurse shall be entitled to up to sixteen (16) weeks of Pregnancy Leave in accordance with labour standards. Article 11.04 Pregnancy Allowance shall apply.**

11.01 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 11.01(a) is not possible due to circumstances beyond the control of the Nurse, the Nurse will provide the Employer as much notice as reasonably practicable of the

commencement of the Nurse's leave or return to work.

- (c) The Employer shall not terminate the employment of a Nurse because of the Nurse's pregnancy.

11.02 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 11.00, may be granted sick leave in accordance with the provisions of the Collective Agreement. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

11.03 Pregnancy/Birth Allowance

- (a) A Nurse entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that **the Nurse** has applied for, and is eligible to receive employment insurance (EI) 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 **the Nurse's** 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 11.04 (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 per cent (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 **the Nurse's** weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I.

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

- (c) For the purposes of this allowance, a Nurse's weekly rate of pay will be determined on the basis of one-half (1/2) the bi-weekly rate of pay to which the Nurse is entitled for **their** level on the increment scale and **the Nurse's** regular position or classification on the day immediately preceding the commencement of the pregnancy leave except where the Nurse is appointed in a temporary position in which case the Nurse's regular pay rate will be the rate paid while in the temporary position.

In the case of a Part-Time Nurse, such weekly rate of pay will be determined by dividing the Nurse's total earnings over the preceding twenty-six (26) weeks and then divided by 26 to provide the weekly average earnings except where the nurse has been on an unpaid absence due to illness immediately prior to the commencement of the Leave in which case the Employer will use the six (6) months period of active duty immediately prior to period of unpaid leave. For the purposes of this calculation the hours included shall be the actual hours paid.

- (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 **the Nurse** is required to remit to Human Resources Development Canada, where **the Nurse's** annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position for the length of the Temporary Position)

11.04 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 sixty-one (61) 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 11.05(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.
- (d) A Nurse taking parental or adoption leave who has not taken pregnancy leave shall provide the Employer with at least four (4) weeks notice of the date the Nurse intends to begin parental leave. In the case of adoption where there is less than four (4) weeks notice, in which case as much notice as possible.

11.05 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 **the Nurse** has applied for and is eligible to receive employment insurance (E. I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the Nurse is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five

percent (75%) of **the Nurse's** 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 11.06 (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 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.
- (c) For the purposes of this allowance, a Nurse's weekly rate of pay will be determined on the basis of one-half (1/2) the bi-weekly rate of pay to which the Nurse is entitled for **their** level on the increment scale and **the Nurse's** regular position or classification on the day immediately preceding the commencement of the parental or adoption leave except where the Nurse is appointed in a temporary position in which case the nurses regular pay rate will be the rate paid while in the temporary position.

In the case of a Part-Time Nurse, such weekly rate of pay will be determined by dividing the Nurse's total earnings over the preceding twenty-six (26) weeks and then divided by 26 to provide the weekly

average earnings except where the nurse has been on an unpaid absence due to illness immediately prior to the commencement of the Leave in which case the employer will use the six (6) months period of active duty immediately prior to period of unpaid leave. For the purposes of this calculation the hours included shall be the actual hours paid.

- (d) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Nurse for any amount **the Nurse** is required to remit to Human Resources Development Canada where **the Nurse's** annual income exceeds one and one-half (1 1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) This provision is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary Position for the length of the Temporary Position).

11.06 Pregnancy/Birth and Parental and Adoption Leave Deferral

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

11.07 Return to Work

A Nurse on Pregnancy/Birth or Parental, or Adoption Leave must provide a minimum of four (4) weeks' notice of **the Nurse's** intended date to return to work, or such shorter period of notice as mutually agreed between the Employer and the Nurse. When a Regular Nurse reports for work upon the expiration of Pregnancy/Birth or Parental, or Adoption Leave, the Regular Nurse shall resume work in the position held by the Nurse immediately before the Leave began or where that position is eliminated, in a comparable position within the site.

When a Casual Nurse reports for work upon the expiration of Pregnancy/Birth or Parental, or Adoption Leave, the Casual Nurse shall return to Casual status. A Nurse shall be entitled to the appropriate level on the increment scale and benefits, with no loss of benefits accrued to the commencement of the leave.

11.08 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.

11.09 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 eligible benefit plans. The Nurse shall be responsible to pay both the Employer and the Nurse's shares of the premium costs for maintaining such coverage for which the Nurse is eligible during the period of leave.

Upon notification by the Nurse of the pregnancy/birth or parental or adoption leave, the Employer shall notify the Nurse of the option to continue participation in the eligible benefit plans indicating the last date on which the option could be exercised to avoid interruption of benefits.

The Nurse shall be responsible to provide confirmation in writing and for arranging payments prior to the indicated deadline and failure to do so will result in immediate termination of benefits.

11.10 Special Leave - Birth

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

11.11 Special Leave - Adopted Child

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

11.12 Bridging of Service

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

- (a) The Nurse must advise the Employer in writing that the reason for the termination of employment is to raise a child.
- (b) If the Nurse is re-employed as a Regular Nurse within two (2) years of **the Nurse's** termination date, **the Nurse** will have the previous service with the Employer recognized as at the date of termination for the purposes of placement on the increment scale as set out in Appendix "A" and vacation accrual rate as set out in Article 12.
- (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 12 - VACATIONS

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

12.00 Vacation Year

For the purpose of vacation accrual, the vacation year shall be the period April 1 to March 31.

12.01 Period of Absence for Vacation in Any Year

The total period of absence for vacation for any Nurse in any vacation year shall normally not exceed their entitlement.

12.02 The Employer and the Nurse will make reasonable attempts to schedule vacation leave in each year. Where the nurse is not able to be scheduled for their vacation leave the Employer may pay the Nurse's credits or allow the Nurse to carry (all or part of) the vacation credits into the next vacation year. The total vacation credit carry over shall not normally exceed 37.5 hours.

12.03 Accumulation of Vacation Credits

- (a) Nurses not listed in Appendix "C"
 - (i) Upon hire, Regular Nurses and a Nurse in a Temporary Position shall accumulate vacation credits on the basis of one (1) hour for

each thirteen (13.00) Regular Hours Paid.

- (ii) Regular Nurses and a Nurse in a Temporary Position with eighteen (18) or more complete years of service shall accumulate vacation credits on the basis of one (1) hour for each ten-point-four (10.4) Regular Hours Paid.
- (b) Nurses employed with VON Antigonish and VON Colchester East Hants listed in Appendix "C" shall retain vacation entitlement on the following basis:
- (i) Regular Nurses with three (3) complete years or more of service shall accumulate vacation credits on the basis of one (1) hour for each thirteen (13.00) Regular Hours Paid.
 - (ii) Regular Nurses with fifteen (15) or more complete years of service shall accumulate vacation credits on the basis of one (1) hour for each ten point-four-zero (10.40) Regular Hours Paid.

12.04 Vacation Pay While on Periods of Vacation

A Nurse shall continue to receive any regular pay (vacation pay credits) which may fall due during **the Nurse's** vacation, provided that **the Nurse** submits **their** Report of Service (ROS) as required and prior to the commencement of **the Nurse's** vacation.

12.05 Repayment of Vacation

A Nurse who has taken vacation before it is earned and leaves the employ of the VON shall refund to the VON the amount paid to the Nurse during **the Nurse's** vacation, less the vacation pay to which the Nurse would have been entitled.

12.06 Scheduling of Vacations

Where seniority is exercised with respect to vacation it will be within the Nurse's Work Site.

The VON shall make all reasonable efforts based on operational requirements to accommodate the written request of a Nurse for vacation leave in the following manner:

- (a) A Nurse must submit their annual vacation request(s) by February 15th, the Employer will respond by March 15th.
 - (i) If the request is received by the February 15th deadline it will be approved based on seniority. Nurses may only use their seniority

for preferences of vacation from their current years entitlement.

- (ii) If a request is received after the February 15th deadline it will be approved on the basis of first come first served.
- (b) If the Employer is not able to grant a request:
- (i) the Nurse may choose to waitlist the request. If a request is received by February 15th, it will be waitlisted in order of seniority. If a request is received after February 15th and cannot be approved then it will be waitlisted on the basis of first come first served
 - (ii) The Nurse will be advised of their placement on the waitlist.
- (c) Summer Vacation Period
- (i) The Summer Vacation Period commences the 2nd full calendar week of June and ends on the 3rd full calendar week of September in each calendar year,
 - (ii) When requesting vacation during the Summer Vacation period a Nurse must follow the process as outlined in Article 12.06 (a) and may request up to two (2) calendar weeks vacation. For the purpose of this clause "calendar week" is Monday to Sunday.
 - (iii) Nurses are entitled to at least two (2) calendar weeks' vacation in the Summer Vacation Period which must be consecutive, at the discretion of the Nurse but in no event shall be granted in more than two seven (7) day periods.
 - (iv) After the requests of all Nurses for such two (2) calendar weeks have been addressed, additional vacation time may be granted during the Summer Vacation Period on the basis of Seniority.

12.07 Carry Over of Annual Paid Vacation Leave

In keeping with Article 12.02 where the Employer is satisfied that a Nurse's prolonged illness or injury prevented the Nurse from taking vacation during the vacation year, the Employer may allow the Nurse to carry over all or a part of **the Nurse's** unused vacation credits to the subsequent vacation year.

12.08 Annual Vacation Cancellation

- (a) The Employer will make every reasonable effort not to cancel vacation leave once it has been approved. If a Nurse's vacation is approved and then cancelled by the Employer causing the Nurse to lose a monetary

deposit on vacation accommodations and/or travel and providing the Nurse does everything reasonably possible to mitigate the loss, and providing the Nurse notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Nurse for the monetary deposit. The Nurse must provide proof of a loss as set out above.

Where the Employer cancels vacation once it has been approved, but with less than 30 days notice prior to the commencement of the vacation, the Nurse shall be compensated at two (2) times their regular rate of pay for the time worked during the period of what would have been their period of paid vacation.

- (b) The Employer will make every reasonable effort not to require a Nurse to return to work after **the Nurse** has commenced paid vacation leave. Nurses will be recalled from vacation in the reverse order of Seniority, except where the Employer establishes the need for special skills and qualifications.
- (c) The Nurse **being recalled** to work from paid vacation leave, shall be paid **three times (3x) the Nurse's** regular hourly rate for each hour(s) worked during the entire period of vacation cancelled by the Employer whether the Nurse was previously scheduled to work the hour(s) or not.
- (d) The vacation credits shall not be reduced for the previously scheduled vacation time that was rescheduled to work. Further the Nurse shall be permitted to reschedule **their** vacation leave at a time mutually agreed between the Nurse and the Employer.
- (e) Where a Nurse has commenced paid vacation and is required to return to work, **the Nurse** shall be reimbursed for reasonable expenses **incurred**:
 - (i) in proceeding to **their** place of duty; and
 - (ii) in returning to the place from which **the Nurse** was recalled if **the Nurse** immediately resumes vacation leave upon completing the assignment for which **the Nurse** was required to work.

12.09 Sick Leave 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 **the Nurse's** vacation credits restored to the extent of the sick leave. The form is to be provided to the Safety, Health & Wellness Advisor 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

12.10 Bereavement Leave during Vacation

A Nurse who while on vacation qualified for bereavement leave shall, on written notification to the VON, have **the Nurse's** vacation leave credited with the number of days for which **the Nurse** was entitled to bereavement leave.

12.11 Vacation Pay - Post Employment

When a Nurse resigns, is discharged or retires, **the Nurse** shall receive payment in proportion to **their** unused vacation leave, computed as of the last day of employment.

When a Nurse dies while actively employed, the Nurse's beneficiary shall receive payment in proportion to unused vacation leave, computed as of the last day of employment. If there is no such beneficiary, the payment will be made to the Nurse's estate.

ARTICLE 13 – HOLIDAYS

13.00 (a) The following calendar days shall be recognized as holidays for the purposes of this article:

- | | | | |
|----|--------------------------------------------|-----|-------------------------------------------------|
| 1. | January 1 st – (New Year's Day) | 8. | Labour Day |
| 2. | Heritage Day | 9. | National Day of Truth and Reconciliation |
| 3. | Good Friday | | |
| 4. | Easter Monday | 10. | Thanksgiving Day |
| 5. | Victoria Day | 11. | Remembrance Day |
| 6. | Canada Day | 12. | Christmas Day |
| 7. | 1 st Monday in August | 13. | Boxing Day |

(b) A Nurse who works between 12 00 hours and 23 59 hours on December 24th shall receive an hour off for each hour worked up to a maximum of four (4) hours off. The hours shall be added to the Nurse's **flex** bank. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

13.01 Additional Paid Holidays

The Nurses shall receive one additional paid day for each additional holiday proclaimed by the Federal or Provincial Government.

13.02 Holiday Premium Pay

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

- (a) A Full-Time or Part-Time Nurse who is scheduled to work or a Casual Nurse who works on a recognized Holiday shall be paid at the rate of one and one-half times (1.5 x) the Nurse's regular rate of pay.
- (b) A Nurse who works overtime (as defined in Article 8.28) or Nurses called out while On Call (as defined in Article 8.16) on a holiday shall receive compensation at the rate of two point three-three times (2.33x) their normal hourly rate of pay or time in lieu for all overtime hours worked.
- (c) Nurses not scheduled to work on a particular holiday, but required by the Employer to work on such a holiday without forty eight (48) hours notice, shall be entitled to compensation for the hours worked on the holiday at the rate of two and one-half times (2.5x) their normal hourly rate of pay or time in lieu for the hours worked.

13.03 Scheduling of Holidays

- (a) Holidays to be worked will be determined by the Nurse's rotation. However, Nurses will not be required to work on both Christmas or New Year's Day in the same Christmas/New Year's season nor be required to work Christmas Day in consecutive years or New Year's Day in consecutive years, except where the Nurse indicates another preference to the Employer prior to November 1st and operational requirements permit such change.
- (b) A Nurse who is scheduled to be off on Christmas Day shall not be scheduled to work a shift that commences after 11:59 a.m. on December 24th unless mutually agreed otherwise. A Nurse who is scheduled to be off on New Year's Day shall not be scheduled to work a shift that commences after 11:59 a.m. on December 31st, unless mutually agreed otherwise.

13.04 Holiday and Sick Leave Pay

A Nurse who is scheduled to work on the calendar date of a Holiday and who is

unable to report for work due to illness or injury shall receive sick leave pay for those hours **the Nurse** was scheduled to work that day provided the Nurse has adequate sick leave credits. The holiday credits of the Nurse will not be reduced.

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

13.05 Sick Leave or Vacation during Holiday

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

When a holiday falls during a Nurse's sick leave or vacation the day shall not be deducted from **the Nurse's** accrued sick leave or vacation time.

13.06 Accrual of Paid Holiday Leave Credits

Paid holiday leave credits shall be earned by a Nurse on the basis of regular hours paid. A Nurse shall accumulate entitlement on the basis of one (1) hour of holiday credit for each **20** regular hours paid (including the straight time hourly equivalent to overtime hours worked) to a maximum accrual of **97.5** hours of holiday credits in a fiscal year period.

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

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

13.07 Scheduling Holiday Leave Credits

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

Nurses shall have accrued holiday credits added to their stat bank to be scheduled at a time mutually agreed between the Nurse and the Employer, provided that the Employer may pay out to the Nurse, any stat bank amount in excess of twenty-two and one half (22.5) hours. A Nurse may also take up to three (3) holidays in advance of earning them and carry a maximum negative balance of twenty-two and one half (22.5) hours in their stat bank.

ARTICLE 14 - SENIORITY, LAY-OFF AND RECALL

14.00 Regular Seniority

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

14.01 Seniority for a Casual Nurse

- (a) Seniority for a Casual Nurse commences on the date of the first shift worked as a Casual Nurse in the Bargaining Unit effective the date of signing and shall operate on a Bargaining Unit wide basis unless otherwise specified in the Collective Agreement. Seniority for a Casual Nurse (including a Casual Nurse in a Temporary Position) is defined as the total of hours paid to the Casual Nurse.

A record of hours paid to a Casual Nurse shall be kept by the Employer and shall constitute the Seniority list for Casual Nurses.

- (b) A Casual Nurse while working in a Temporary Position shall have hours paid while in the Temporary Position accumulate on the Casual Seniority list.
- (c) A Nurse hired directly to a Temporary Position shall be a Casual Nurse and accumulate Casual Seniority for the hours paid in the Temporary Position. In the event the Nurse becomes a Casual Nurse and continues in an employment relationship at the completion of the temporary period the Casual Seniority shall continue to accumulate.
- (d) **Casual Nurse in a Temporary Position appointed to a Regular Position**

Where a Casual Nurse in a Temporary Position is appointed directly to a Regular position, Regular Seniority shall be deemed to be the first day of continuous service in a Temporary Position and shall be recognized in addition to the casual seniority as converted in Article 14.02. "Appointed directly" shall mean appointment without an interruption for longer than fourteen (14) calendar days.

14.02 Regular Seniority converted to Casual Seniority

- (a) A Nurse who changes employment status from Regular to Casual shall have the Nurse's Regular Seniority converted to hours paid on the basis of one (1) year of Casual Seniority equaling 1950 hours paid and shall then accumulate further Casual Seniority on the basis of hours paid.

(b) **Casual Seniority converted to Regular Seniority**

In the event that a Casual Nurse becomes a Regular Full-Time or Regular Part-Time Nurse, on or after July 21, 2008, **the Nurse's** Casual Seniority earned from July 21, 2008, shall be converted to Regular Seniority on the basis of one (1) year of seniority for each 1950 hours of Casual Seniority, pro-rated as required. **The Nurse** shall then accumulate further Regular Seniority from the length of **the Nurse's** employment as a Regular Part-Time or Regular Full-Time Nurse. For clarification, Casual Nurses cannot convert more than 1950 hours of Casual Seniority for each year of employment from July 21, 2008 regardless of the number of Casual Hours worked in any one (1) year from the date of signing of this Agreement.

14.03 Seniority Rosters

- (a) A separate Seniority roster shall be prepared for each Work Site and the Bargaining Unit. The roster shall set out a separate list for the regular seniority for regular Registered Nurses and a separate list for the regular seniority of regular Licensed Practical Nurses. The roster will also indicate as a separate listing, the casual seniority for casual Registered Nurses and casual Licensed Practical Nurses.
- (b) The roster shall detail the names, classification, employment status, most recent date of hire, and the Seniority date for regular nurses and the total seniority hours for the casual nurses. It shall normally be posted by the VON before November 1st of each year on the bulletin board at the appropriate VON Site office and shall remain posted for at least sixty (60) days.
- (c) During the first sixty (60) days following the posting date of the seniority list any questions as to the accuracy of the list may be forwarded to the Employer failing which the list shall be deemed to be accurate.

In the event that errors are identified the Employer shall correct the list and be entitled to rely on the list as corrected. Any errors corrected prior to the 60 days will, from that date of January 1st forward, be recognized and applied properly and be reflected on any subsequent list.

(d) **Same Date Seniority**

(i) **Regular Nurses**

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

(ii) Casual Nurses

In the event that a Casual Nurse becomes a Regular Nurse and the subsequent conversion of hours as per Article 14.02 (b) results in the same Seniority date as a current Regular Nurse, the Casual Nurse who has converted their hours shall be placed on the Seniority list below the other pre-established Regular Nurse (s) with the same Seniority date.

(iii) Portability of Seniority

In the event that a Nurse who ports their seniority as per Article 25 has the same Seniority date as a current Bargaining Unit member(s), the Nurse who ports the seniority shall be placed on the Seniority list below the other pre-established Bargaining Unit member(s) with the same seniority date.

14.04 Loss of Seniority and Employment

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

- (a) The Nurse is discharged for just cause and is not reinstated;
- (b) The Nurse resigns or retires from employment;
- (c) After recall, the Nurse fails to notify the Employer as set out in Article 14.09 d) unless such notice was not reasonably possible;
- (d) The Nurse is laid off for more than two (2) years, subject to Article 14.12;
- (e) A Nurse who retires from employment loses employment and Service, but if within six months of the retirement, the Nurse returns to work in any Bargaining Unit represented by the Nova Scotia Nurses' Union, the Nurse will maintain the Seniority the Nurse had prior to retirement and may accumulate additional Seniority on either a Casual or Regular basis depending on the status of the appointment after retirement.

14.05 Temporarily Working Outside the Bargaining Unit

- (a) A Nurse shall lose Seniority in the event that the Nurse has accepted a position with the Employer outside of the Bargaining Unit and remains outside of the Bargaining Unit for more than eighteen (18) months.
- (b) In the event that an appointment to a position 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 Labour Management Committee. Such agreement shall not be unreasonably denied.

- (c) Except where mutually agreed otherwise between the Nurse, Union and the VON, and where a Nurse has accepted a subsequent position to that in 14.05(b), the Nurse must return to and remain in the Bargaining Unit for a period of at least one (1) month before occupying the subsequent position outside of the Bargaining Unit or **the Nurse** will lose all seniority held at the time of the subsequent appointment.
- (d) In order to maintain and to continue to accrue Seniority under this provision, the Nurse must agree to continue to pay Union dues for each month **the Nurse** is appointed temporarily to a position with the Employer outside of the Bargaining Unit following the initial period of eighteen (18) months.

14.06 Requirement to Meet Prior to Lay offs

Before the Lay Off procedure is invoked, the Employer will meet with the Union as early as is reasonably possible, to discuss the reason for the layoffs and to consider ways to avoid layoffs. In the event layoffs are necessary, the Employer will identify the number and classification of positions in the Work Site to be eliminated, and to consider Union recommendations to minimize the impact of layoffs on the Bargaining Unit.

14.07 Displacement, Lay Off and Recall

A Nurse in receipt of layoff notice shall be entitled to exercise either 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 14.

The following procedure shall be followed in the event of a lay off:

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (a) In the event of a layoff, Nurses shall be laid off in the reverse order of Seniority within the Visiting Nurse Program or Non-Visiting Nurse Program at their Work Site by classification. Nurses shall be recalled in the order of Seniority within their Work Site and classification.

- (b) A Nurse to be laid off shall have the right to displace the most junior Nurse in the other Program. The Nurse must meet the threshold requirements which means the minimum skills, abilities and qualifications required to perform the duties of the position; or
- (c) Where the most junior Nurse in the Work Site where the layoff is occurring is more senior than the junior Nurse at an adjacent Work Site, the Nurse to be laid off shall have the right to displace the most junior Nurse at the other Work Site. The Nurse must meet the threshold requirements which means the minimum skills, abilities and qualifications required to perform the duties of the position; or
- (d) Where the most junior Nurse in the Program where the layoff is occurring is more senior than the junior Nurse in the bargaining unit, the Nurse to be laid off shall have the right to displace the most junior Nurse in the bargaining unit at the other site. The Nurse must meet the threshold requirements which means the minimum skills, abilities and qualifications required to perform the duties of the position.
- (e) Nurses to be laid off shall be entitled to displace junior Nurse in the laid off Nurse's FTE appointment status. If there is no junior Nurse in the laid off Nurse's FTE, the laid off Nurse shall be entitled to displace the junior Nurse in the closest FTE that is lower than the laid off Nurse's FTE. Nurses shall not be entitled to displace into a higher paid classification.
- (f) In the event that a Nurse displaces to a different Work Site the Nurse will be paid for travel pursuant to Article 8.30.

14.08 Layoff Procedure

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (a) The Employer will, at the time of written notice of layoff, inform affected nurses of possible alternatives to layoff where such exist. Alternative placements to available regular and temporary vacancies will be offered to the affected nurses to be laid off, in the order of seniority. All affected Nurses shall have forty-eight (48) hours to consider available options and to notify the Employer in writing of the Nurse's choice.
- (b) In the event that a Nurse accepts a vacancy within a different Work Site the Nurse will be paid for travel pursuant to Article 8.30.
- (c) A copy of the layoff notice shall be sent to a Labour Relations Representative of the Union. Where such notice is not given, the Nurse

shall receive pay in lieu of notice equivalent to the regular pay the Nurse would have otherwise have earned during the notice period.

- (d) This provision does not apply to layoff as a result of a labour dispute. In such cases, as much notice as possible shall be given.

14.09 Working during Layoff

- (a) Any Nurse who is on layoff may indicate availability to work relief shifts. A Nurse's layoff status shall not change while working relief shifts. The total of the days worked in relief shifts or in Temporary Positions of six (6) months or less shall extend the recall period by that total.
- (b) A Nurse recalled to a Temporary Position of greater than six (6) months shall commence a new recall period at the conclusion of the temporary assignment.

14.10 Recall Procedure

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- (a) After lay off, Nurses shall be placed on a recall list and it shall be the Nurses' responsibility to keep the Employer informed of current address and phone number, and the Nurse shall indicate if **the Nurse** is interested and available for Extra and Relief Shifts.
- (b) Registered Nurses and Licensed Practical Nurses shall be recalled in order of seniority within their classification.
- (c) A laid off Nurse who accepts a regular position of equivalent FTE status shall have no further right of recall under this Collective Agreement. A laid off Nurse who accepts a regular position of less than equivalent FTE status retains recall rights to a position of equivalent FTE status for the balance of the recall period as determined in Article 14.12.
- (d) Recall shall be by Registered Mail and Nurses shall be deemed to have received the notice of recall two (2) days after it has been mailed to the last address for the Nurse on file with the VON.
- (e) Nurses shall notify the VON whether or not they will be returning to work within one (1) week of receipt of the recall.
- (f) Nurses shall make all reasonable effort to return to work as soon as possible after recall, provided that:

- (i) A Nurse who is employed at the time of the recall shall return to work no later than four (4) weeks after receipt of notice of recall;
- (ii) A Nurse who is not employed at the time of recall shall return to work no later than two (2) weeks of receipt of the recall.

14.11 Employment of Persons Outside the Bargaining Unit during Lay Off

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

No Nurse outside the Bargaining Unit shall be employed as a Temporary or Regular Nurse until Nurses with recall rights have been given an opportunity for re-employment, provided that the recalled Nurse meets the threshold requirements which means the minimum skills, abilities and qualifications required to perform the duties of the position.

14.12 Recall Period and Extra and/or Relief Shifts Worked during Lay off

Nurses laid off shall have the right of recall for one (1) calendar year from the date of lay off. This recall period is extended by the number of Extra and/or Relief Shifts worked during the period and by the number of shifts worked in a temporary appointment during the period.

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

14.13 Lack of Work

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

Nurses shall only be laid off for lack of work.

ARTICLE 15 - VACANT POSITIONS

15.00 Letter of Appointment

- (a) At the time of hire or upon change in status, the affected Nurse shall be provided with a letter indicating the Nurse's employment status as Regular or Casual Nurse. In addition the letter shall indicate the percentage of a Full Time position as a Regular Nurse or Casual Nurse as well as and the placement on the increment scale and the Work Site to which the Nurse is hired.

- (b) Upon change of employment status the Nurse shall be provided with a notification.
- (c) The Local Union President shall be provided with a monthly report of all new hires and changes in appointment status.

15.01 Posting Vacancies

All vacant or newly created positions within a Bargaining Unit shall be posted on the Employer's website.

15.02 Posted Notice

The posted notice shall contain the following:

- (a) The type of position, Temporary or Regular;
- (b) Classification;
- (c) Hours of work, and Full-Time Equivalency;
- (d) Work Site
- (e) Date of posting;
- (f) Closing date for receipt of applications;
- (g) The qualifications required for the position.

15.03 Application for a Posted Vacancy

- (a) During the 10 day posting period, any Nurse from the Bargaining Unit may submit an application in writing. The Employer shall first consider only these applicants.
- (b) If there are no applicants with the skill, ability and qualifications to perform the job pursuant to Article 15.05, then the Employer may consider applicants from outside the Bargaining Unit.

15.04 Where the Employer determines that a vacant position will not be filled and the position is eliminated from the Bargaining Unit then the Labour Relations Representative of the Union shall be notified.

15.05 Selection Criteria

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

The name of the successful applicant shall normally be made known to the Local Union on a monthly basis.

In determining the successful candidate, Regular Seniority will be given precedence over Casual Seniority

15.06 Trial Period

- (a) Where a Nurse moves from the Visiting Nurse Program to another position (excluding temporary assignments) or vice versa, or where a Nurse increases or decreases **their** FTE status by more than 0.2 the Nurse will be placed on a trial period of four hundred and eighty-seven and one-half (487.5) hours worked.

In the event the Employer determines the Nurse's performance is unsatisfactory during the aforementioned period, such Nurse shall be informed in writing of the reasons by the Employer, and shall, as soon as operationally possible, be returned to that Nurse's former position without loss of Seniority, benefits or previous salary.

During the trial period, the Nurse shall retain the option of returning to the Nurse's former position with the same procedure being followed as outlined above. Any other Nurse promoted or transferred in relation to the above assignment shall also be returned to that Nurse's former position with the same procedure being followed as outlined above.

- (b) Prior to the completion of the 487.5 hour trial period set out in Article 15.06 (a), a Regular or Casual Nurse in a Temporary Position has the right to return to **the Nurse's** previous position or casual status prior to the completion of the Temporary Position without loss of Seniority and benefits or level on the increment scale, 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.

15.07 "Temporary Position"

- (a) Is a position that the Employer has determined will be for a period in excess of sixty (60) consecutive work days. A Temporary Position may be either a new position for the designated period or a temporary vacancy of a Regular Position.
- (b) A Nurse filling a Temporary Position shall accumulate the vacation, holiday and sick leave benefits of the Agreement on a pro rata basis to regular hours paid to a maximum of the entitlement for a Full Time position. All other provisions are applicable to the Nurse in a Temporary Position unless specified otherwise.
- (c) A Nurse filling a temporary Position shall be entitled to continue to participate

in the Benefit Plans in accordance with the terms of eligibility of the respective Plans.

- (d) The Employer has no obligation to post Temporary Positions except vacant Temporary Positions that are in excess of 60 days. The Employer will make every effort to have one Nurse fill a Temporary Position. Where the Employer posts a vacant Temporary Position, the Employer shall indicate on the posting, the expected duration of the Temporary Position. The Temporary Position may be extended, shortened or terminated at the Employer's discretion.
- (e) Where Temporary Positions are posted, the expected duration shall be listed. The Temporary Position may be extended, shortened or terminated at the Employer's discretion, with reasonable notice to the Nurse in the Temporary Position provided that where the Temporary Position is as a result of a Nurse's absence, such notice shall not exceed the return to work notice given by the absent Nurse.
- (f) Except for Temporary Positions created as a result of a Nurse absence, Temporary Positions, shall not exceed the posted term and shall not in any event, exceed twelve (12) months unless mutually agreed between the Employer and the Union.
- (g) Seniority of a Nurse in a Temporary Position shall be in accordance with Article 14.
- (h) In the event that a Temporary Position is to be extended from the original duration as posted, the Nurse filling the position will be given the option of remaining for the extended period or returning to **the Nurse's** previous position or Casual status, where applicable, without loss of Seniority. Any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position or Casual status, where applicable, and salary, without loss of Seniority.
- (i) A Nurse who does not agree to remain in the extended Temporary Position in accordance with this provision may be required to continue in the position for up to a maximum of sixty (60) days while a replacement is found.
- (j) In the event that a Nurse is in an "indefinite" Temporary Position, and wishes to return to **the Nurse's** previous position or Casual status, the Nurse shall so advise the Employer and may be required to continue in the position for up to a maximum of sixty (60) days while a replacement is found.

(l) **"Completion of Temporary Position"**

- (i) A Regular Nurse in a Temporary Position shall retain **their** employment status as a Regular Nurse.

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

- (ii) A casual Nurse in a Temporary Position shall retain **their** employment status as a Casual Nurse. Upon the completion of the Temporary position, the Casual Nurse filing the Temporary Position shall resume **their** casual employment relationship.
- (iii) A Nurse newly hired to a Temporary Position is employed as a Casual Nurse in the Temporary Position.

15.08 Designated Postings

- (a) **The Union and Employer may agree that job postings be designated as only being eligible to applicants from one or more of the following: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression.**
- (b) **The Employer shall provide the Union with the rationale for the designated posting.**
- (c) **The Union shall respond within 5 working days of receipt of the information in (b).**
- (d) **Eligible, qualified Nurses, as per (a) of the bargaining unit will be given preference over external applicants.**
- (e) **If the position cannot be filled as per this article the position will be reposted and filled in accordance with Article 15 Vacant Positions.**

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.00 Grievance Defined

A grievance shall be a difference of interpretation of this Agreement or an alleged violation of the provisions of this Agreement. Every grievance shall be subject to the grievance and arbitration procedure set out hereunder.

16.01 Grievance Procedure

The procedure for processing any grievance shall be as follows:

Informal Dispute Resolution

When a Nurse has a concern that may give rise to a grievance, the Nurse shall, within ten (10) working days of the discovery or occurrence of the incident giving rise to the concern, discuss the grievance with the Nurse Manager, who shall provide the Nurse with an answer within five (5) working days of the discussion.

Step 1

Failing a response, or if the response received by the Nurse Manager is not satisfactory, the Nurse shall refer the grievance to the Union; and if supported by the Union, shall be referred to the District Executive Director / Senior Manager within fifteen (15) working days of receipt of the Reply by the Nurse Manager. The referral to the District Executive Director / Senior Manager shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought and an indication of the provisions of this Agreement on which the grievance is based, and shall be signed by the Nurse and Union. The District Executive Director / Senior Manager may meet with the grievor and their Union Representative and shall give a decision in writing to the Union within ten (10) working days of receipt of the grievance or the grievance meeting.

Step 2

Failing a response, or if the response received in Step 1 is not satisfactory, the Union shall refer the grievance to the Regional Executive Director within fifteen (15) working days of receipt of the Reply in Step 1. The Regional Executive Director shall meet with the grievor and their Union Representative and shall give a decision in writing to the Union within ten (10) working days of receipt of the grievance or the grievance meeting.

Step 3

Failing a response, or if the response received in Step 2 is not satisfactory to the Union; the Union shall within fifteen (15) working days of receipt of the response notify the Regional Executive Director and copy to the Senior Director of Labour Relations in writing of the Union's intention to submit the grievance to arbitration.

16.02 Local Union Policy Grievance

A Local Union/ Union policy grievance may by-pass Step 1 and be submitted in writing to the District Executive Director within five (5) working days of the circumstances giving rise to the grievance.

16.03 Union Policy Grievance

A Union Policy grievance may by-pass Step 1 and Step 2 and be submitted in writing to the Senior Director of Labour Relations and copied to the Regional Executive Directors for VON Nova Scotia within fifteen (15) working days of the Union becoming aware of the circumstances giving rise to the grievance.

16.04 Grievance by the VON

Any grievance of the VON shall be referred in writing to the Union within five (5) working days of the occurrence of the circumstances giving rise to the grievance and the Union shall meet with the Regional Executive Director within ten (10) working days of receipt of the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the VON may submit the grievance to arbitration by giving notice to the Union; within five (5) working days thereafter.

16.05 Right to Union Representation

A Nurse has a right to have a Local Union Representative present at any step in the grievance process. The Employer shall notify the Local Union Representative of the meeting in advance of the meeting whenever possible.

16.06 Termination of Employment

A Nurse dismissed for cause may file a grievance, and if supported by the Union, may initiate the grievance at Step 3 directly to the Regional Executive Director or designate. This shall occur within ten (10) working days of notification of the dismissal to a Labour Relations Representative of the Union.

16.07 Time Limits

Other than the mandatory time limits in Step 1 and the time limits of Article 16.06 dismissal, all other time limits are directory. That is; an Arbitrator or Arbitration Board shall be able to overrule a preliminary objection that time limits are missed providing the Board is satisfied that the grievance has been handled with reasonable dispatch and the other Party's position is not significantly prejudiced by the delay.

16.08 Time Limit - Extension

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

16.09 No Arbitration except through Procedure

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

16.10 Single Arbitrator

The Union and the VON shall have thirty (30) working days in which to agree upon a single arbitrator. In the event of their failure, the single arbitrator shall be appointed by the Minister of Labour.

16.11 Date(s) for Arbitration Hearing

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

16.12 Powers of Arbitrator

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

16.13 Arbitration Fees

The remuneration is to be in accordance with the provisions of the *Trade Union Act*.

16.14 Working Days Defined

For the purpose of this Article only, working days shall be Monday to Friday inclusive, provided that the calendar date of holidays is exempt from the count.

16.15 Expedited Arbitrations

The Employer and the Union may mutually agree to expedite an arbitration matter on a case by case basis by referring it to one of the two processes as set out below. The two models are a Traditional Arbitration Model (TAM) and the other is the Non Binding Arbitration (NBA) process as administered by the Department of Environment and Labour.

Option - TAM - Traditional Arbitration Model

The following guidelines may be amended at the discretion of the Parties:

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

- (ii) If the Parties fail to agree to an expedited arbitrator, the Parties shall apply to the Department of Labour who will appoint an Arbitrator for the expedited arbitration;
- (iii) Exchange of documents in advance of the hearing;
- (iv) Attempt to establish an agreed statement of facts in advance of the hearing;
- (v) Exchange precedents and authorities in advance of the hearing;
- (vi) Exhaust settlement opportunities in advance of the hearing;
- (vii) Settlements between the Parties made prior to the expedited arbitration shall be without prejudice. Presentations at the hearing are to be as short and concise as reasonably possible;
- (viii) Minimize the use of witnesses;
- (ix) The arbitrator shall have the same powers and authority as an arbitration board under Article 16 or as otherwise limited by agreement between the parties;
- (x) Decisions of the expedited arbitration are to be rendered at the hearing followed by a brief written summation within three (3) days of the hearing;
- (xi) Such decisions are limited in application to that particular dispute and have no precedential value and shall not be referred to in any subsequent proceeding(s).

Option Grievance Mediation Process

Either party can apply to the DoEL to initiate their **Grievance Mediation Process**.

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

16.16 Pre-Hearing Disclosure

The Arbitrator or the 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.

ARTICLE 17 - Further Education Related to Nursing and Professional Development

17.00 In its aim of providing the highest quality visiting nursing care, the VON recognizes the need for continuous learning and the maintenance of professional competencies.

17.01 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.

17.02 Performance Development Program

The VON shall maintain a Performance Development Program (PDP) to collaborate with each Nurse in setting measurable objectives for the Nurse related to the effective delivery of nursing service to the VON. The Employer and the respective Nurse shall evaluate the progress at the end of the period designated in the Nurse's PDP. The Nurse shall be given a copy of **the Nurse's** evaluation.

17.03 The Nurse shall have twenty-four (24) hours to assess the evaluation and shall have an opportunity to sign and comment on the evaluation. However, signing of the evaluation shall not be construed as agreement with the contents of the evaluation but only as receipt of the evaluation.

17.04 Nurses shall not suffer a loss of pay while in attendance at staff meetings.

17.05 Job Descriptions

VON shall endeavour to ensure that position descriptions are revised where necessary and upon request shall:

- (a) provide each Nurse with the most recently updated copy of **their** position description; and/or
- (b) provide the Union representatives of the Labour Management Committee with a copy of the revised position description.

17.06 Professional Development and Required Education

- (a) The VON recognizes the value of further education related to nursing and shall make all reasonable efforts to make the Nurses aware of notifications and information received regarding professional association meetings,

conferences, seminars and workshops, taking place in the community which are relevant to employment with the VON.

(b) Requests by Nurses to attend educational opportunities shall be submitted to the District Executive Director/Senior Manager or designate who may, at their discretion, grant such requests either with or without pay.

(c) (i) Development Plans and Education Programs

The Employer will provide each Nurse with up to fifteen (15) hours without loss of regular pay to participate in approved development plan activities or to attend such education programs. Such fifteen (15) hours is not intended to cover staff meetings.

(ii) First Aid and CPR Training

The Employer will provide for the presentation of CPR and First Aid Training and each Nurse may utilize part of the aforementioned fifteen (15) hours without loss of regular pay.

(d) The VON shall make all reasonable efforts to approve a request by a Nurse seeking a change in their schedule in order to allow the Nurse to attend an educational course relevant to employment to the VON. The VON shall not be penalized by such an arrangement.

(e) All Nurses are solely responsible to maintain their professional levels of competence in nursing practices as may be required by licensing bodies from time to time. Operational requirements permitting, the Employer will endeavour to schedule in such a way as to allow a Nurse to attend educational sessions required by the professional licensing body of the nurse in order to maintain a current license. This provision shall not apply to a Nurse under disciplinary suspension or who is otherwise directed by the professional licensing body to participate in education sessions as a result of the Nurse's conduct or arising from the Nurse's previous professional practice.

(f) Required Education

i. The Employer shall provide and fund any Employer required training/education for a Nurse. The Employer will endeavor to arrange for the presentation of required training/education during the Nurse's scheduled hours of work however due to operational requirements this might not be possible.

ii. Time spent by a Nurse in required training/education shall be

compensated by the Employer at the Nurse's regular hourly rate. If the Nurse requests, and the Employer approves, such time can be placed in the Nurse's flex bank rather than being paid out. This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

- iii. The Employer will reimburse the Nurse for authorized costs in relation to any required training/education including registration fees, textbooks, or other costs directly attributed to the Nurse's participation in the program. This shall include travel expenses, meals and lodging in accordance with the Employer's Travel Policy.

17.07 Preceptors

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

- (a) "Preceptor" shall mean a Nurse who is assigned to **supervise, educate, and evaluate preceptees in a formal relationship for a pre-determined length of time. A Nurse acting as a preceptor has an assigned responsibility and accountability for the activities and overall learning of the preceptee.**
- (b) Nurses may be required, as part of their duties, to act as Preceptors in supervising the 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) When operationally possible, a Preceptor shall be assigned a client care assignment that is reasonable for the needs of the student or co-worker for those shifts for which **the Nurse** has been assigned.
- (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) The Employer will provide **paid** preceptor training to Nurses **who will be precepting. Training will be scheduled subject to operation requirements.** Those Nurses accepted to the Pool shall be given first consideration for such training if needed.
- (f) In the case of students and New Graduates, any relevant information that is provided to the Employer by the educational institution with respect to

the skill level of the preceptees will be made available to the Nurses supervising the preceptees.

- (g) 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.
- (h) **A Nurse designated as a Preceptor will be paid a premium of \$1.50 for each hour worked as a preceptor.**

ARTICLE 18 - STAFF HEALTH AND SAFETY/INJURY ON DUTY

18.00 Promotion of Health & Safety and Prevention of Accidents

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

18.01 Report of Injury on Duty

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

18.02 Injury on Duty—WCB

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position):

- (a) Where a Nurse is being compensated under the *Workers' Compensation Act* the Employer will pay a supplement to the maximum permitted under the Act (i.e. the maximum up to the employee's regular pre-injury pay which can be paid without reducing the amount paid by the Workers' Compensation Board). 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.

However; a Nurse may request that the Employer not supplement their WCB benefit for any of the period of WCB absence or to limit the number of days of supplement as a means of preserving a portion of the Nurses accumulated sick leave credit bank.

When a Nurse's sick leave credits are exhausted or the supplement is stopped at the nurse's request, the Nurse shall be paid only the Workers' Compensation Benefits Allowance;

- (b) Accumulate vacation credits for the Nurse to a maximum of one year's

vacation credits;

- (c) Where the Nurse agrees to continue to pay the Nurse's usual cost share and where satisfactory arrangements are made with the Employer for the Nurse to provide for monthly contributions, the Employer shall continue the eligibility of the Nurse and continue 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.
- (d) The Employer shall notify the Nurse of the option to continue participation in the eligible benefit plans indicating the last date on which the option could be exercised to avoid interruption of benefits.
- (e) The Nurse shall be responsible to provide confirmation in writing and for arranging payments prior to the indicated deadline and failure to do so will result in the Nurse not being eligible for benefits.

18.03 Sick Leave while waiting for Workers' Compensation Benefits

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

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 18.02 (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 **the Nurse** would earn under the Workers Compensation Act providing the Nurse is able to establish, satisfactory to the Employer, that the illness or injury prevents the Nurse from working and the Nurse has sufficient sick leave credits.

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.

18.04 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 inability to work due to illness or injury.

18.05 Casual Nurses

Provisions 18.02, 18.03 and 18.04 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.

18.06 Nurse Safety and Security Measures

- (a) No form of abuse of a Nurse will be condoned by the VON. Every reasonable effort will be made to rectify an abusive situation. The VON will establish rules and practices and to the extent reasonably possible provide for the safety and wellbeing of the nurses while in the performance of their duties with the VON.
- (b) Nurses who have health and/or safety concerns with a client or a client home situation shall immediately discuss the matter with the Nurse Manager and complete a VON Canada Incident Report Form. The Nurse Manager shall conduct an investigation as soon as reasonably possible. Nurses who have been made aware of the allegations who feel their health and/or safety is endangered shall not be required to visit such client during such investigations. Such clients shall be identified by an Environmental Risk Assessment. Nurses shall have access to such Risk information from Client Services or the Nurse Manager.
- (c) The VON will pay for influenza immunizations on behalf of all Nurses in the Bargaining Unit.
- (d) When the Employer has information or reason for concern for the safety of a Nurse respecting **the Nurse's** delivery of service to a client, the Employer shall make this known to the Nurse. This notification includes information respecting a client or other person in the home known to be a risk of aggressive behaviour. The Employer will endeavour to provide Nurses with in-services and/or instruction in providing service in potentially unsafe situations.
- (e) No Nurse shall be required to wear any form of identification which would allow the Nurse's last name or personal information to be determined, beyond **the Nurse's** first name and professional designation.

18.07 Infectious Diseases

The Parties recognize the benefits of workplace policies and procedures directed at preventing the spread of infectious diseases while in the delivery of

services to VON clients.

To support this objective, Nurses may provide input to the Joint Occupational Health and Safety Committee regarding the development of infection control programs and protocols. The Employer will provide relevant and necessary training and education in the recognition of infectious and communicable diseases, the use of personal protective equipment, the proper decontamination of equipment and appropriate disposal of hazardous waste.

18.08 The Employer agrees to make every effort to maintain or improve safe standards of client care.

18.09 Workload

- (a) A Nurse who believes that adequate and safe care of clients cannot be provided because of that Nurse's workload, shall bring the matter to the attention of the Nurse Manager or other designate of the Employer.
- (b) If the matter is not satisfactorily resolved, the Nurse may file a written report (Clinical Capacity Report) which is attached at Appendix "E" which shall be submitted to the Nurse's Manager within 72 hours of the Nurse identifying the concern.
- (c) 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.
- (d) After full completion, the form shall be distributed to the listed parties.
- (e) Failing resolution of the complaint by the Manager, the Nurse may then refer the matter to the Labour Management Committee as set out in Article 24.
- (f) The Labour Management Committee shall meet as soon as possible to hear and attempt to resolve the complaint to the satisfaction of both Parties. The Labour Management Committee shall provide a written response to the Nurse within ten (10) working days of the meeting.
- (g) Where the matter is not satisfactorily resolved under (f) above the matter shall be forwarded to the Regional Executive Director and reviewed at the Multi-site Labour Management Committee. Following review, a written response shall be provided to the Nurse(s).

18.10 Alcoholism & Drug Addiction Programs

The VON and the Union agree to co-operate in encouraging Nurses affected with alcoholism or drug addiction to undergo a coordinated program directed to the objective of their rehabilitation. A Nurse affected with such an addiction may be required by the VON to take part in such a program. If required, the provisions of the Agreement with respect to sick leave and leave of absence without pay shall apply.

- 18.11** When a Nurse is required, as a condition of a settlement agreement between the Employer and a Nurse, to submit to random testing of body fluid the Employer shall pay the costs of such testing. This does not apply where testing is available through long term disability coverage.

18.12 Participation in Joint Occupational Health and Safety Committee

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

ARTICLE 19 - TRANSPORTATION, ADVERSE WEATHER CONDITIONS

19.00 Condition of Employment

It shall be a condition of employment for Nurses to provide their own means of transportation for the servicing of clients. VON may, however, at its option, provide a Nurse with a motor vehicle owned or leased by the VON for the servicing of clients. In such event, the Employer shall meet with the Union to discuss the assignment of motor vehicles to Nurses prior to such assignments being made.

19.01 Calculation of Travel

Approved travel for Nurses in each Work Site shall only apply for the kilometres driven within the area served by each Work Site where the Nurse is employed at the rate set out below.

- (a) The rate paid to a Nurse for approved travel for the use of their own vehicle shall be \$0.4015 per km. The rate shall be adjusted to match the Provincial Government Mileage Rate only in situations where the rate increases above \$0.4015 per km.

- (b) Effective the date of signing of this Collective Agreement, the kilometre rate shall be payable:
 - (i) from the Nurse's home to their first assignment of the day and from the Nurse's last assignment of the day to the Nurse's home only for that distance in excess of twelve (12) kilometres each way.
 - (ii) Kilometres for client visits between the first assignment of the day to the last assignment of the day shall be paid at the rate described in 19.01(a).
 - (iii) Where the Nurse is required to report to the VON office at the end of their shift, the VON office shall be considered their last assignment of the day.
- (c) Where the kilometres driven in a day within the visiting nurse program are less than twenty-five (25) kilometres, the Nurse shall be compensated with a guaranteed minimum payment of twenty-five (25) kilometres.

19.02 Transportation Costs due to Inoperable Vehicle

Should the Nurse's own vehicle become inoperable during the performance of the day's assignment, approved transportation costs incurred by the Nurse in the fulfillment of the day's work assignment shall be paid by the Employer.

19.04 Transportation of Passengers

Nurses shall not be required to transport passengers in their privately owned vehicle.

19.05 Adverse Weather Conditions and Unpaid Time off Options

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

It is the responsibility of the Nurse to make every effort to attend to their work assignment and the client visits as scheduled.

However during adverse weather conditions, when such attendance is impossible or delayed **the following options shall apply:**

- (a) **The Nurse may take unpaid time off and make such time up** at a time mutually agreed upon between the Nurse and the VON, or;
- (b) **The Nurse may use** accumulated **flex** time, holiday time or vacation time, or;

(c) **The time may be** deemed to be leave without pay.

19.06 Site Closure

Where the Employer closes a Site office due to a disaster or Provincial emergency, Nurses scheduled to work will still be paid their regular wages and benefits.

ARTICLE 20 - PROHIBITION OF DISCRIMINATION

20.00 No Discrimination

The Employer and the Union agree that there shall be no discrimination with respect to any employee by reason of race, colour, creed, age, national origin, political or religious affiliation, sex or marital status and that there shall be no discrimination with respect to an employee by reason of physical deformity or place of residence, provided that deformity or place of residence does not reasonably preclude performance of duties. The Employer will not discriminate with respect to any employee by reason of membership or activity in the Union, or any other prohibition of the *Human Rights Act* of Nova Scotia.

20.01 Duty to Accommodate

The Union, Employer and Nurses recognize their respective obligations under the *Human Rights Act* to accommodate a disabled Nurse to the point of undue hardship. A Nurse deemed by a licensed medical practitioner to be disabled (temporarily or permanently) has a duty to cooperate and assist the Employer and the Union in assessing the employment opportunities that meet the Nurse's capabilities as established through sufficient medical evidence and to cooperate in the implementation of any applicable accommodation of the nurse. The Employer and the Union have a duty to accommodate a disabled Nurse as conferred through the *Human Rights Act*.

ARTICLE 21 - PENSION PLAN AND INSURANCE AND LONG TERM DISABILITY

21.00 Pension Plan

The VON agrees to pay fifty percent (50%) of the full premiums for those Nurses eligible for the existing Pension Plan of VON Canada. An eligible Nurse may join the Plan voluntarily on the first of the month following completion of six (6) months of continuous employment with the VON, or on the first of any subsequent month following completion of one (1) year of employment at which time enrolment is compulsory for eligible Nurses.

21.01 VON Group Insurance

The VON agrees to pay the Group Life and Accidental Death and Dismemberment components of the premium payable under the VON Group Insurance Policy. Nurses are to pay the Long Term Disability component of the premium.

21.02 VON Health Care and Dental Plan

The VON agreed to pay the equivalent of 65% of the cost of Tier 2, Group 1 (single of the Health Plan) for all Nurses who are eligible to participate in the Health Plan as set out in the specific Plan Text.

The VON agrees to pay the equivalent of fifty percent (50%) of the cost of Tier 2, Group 1 (single of the Dental Plan) for all Nurses who are eligible to participate in the Dental Plan as specified in the Plan Text.

21.03 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.

ARTICLE 22 - RETIREMENT

22.00 Retirement

The normal retirement age for a Nurse shall be sixty (60). However, a Nurse may

work past age sixty (60) at the Nurse's discretion. A Nurse between the ages of fifty and sixty (50-60) may request and, subject to the provisions of the VON Pension Plan, be granted early retirement.

22.01 Retirement Allowance

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

(a) **Nurses listed in Appendix "D"**

Nurses listed in Appendix "D" who retire because of age, or mental or physical incapacity, in accordance with the terms of the Canada Pension Plan or the VON Pension Plan, or who is granted early retirement in accordance with Article 22.01, shall be granted a retirement allowance of:

- i) Eighty one and one quarter (81.25) hours pay if **the Nurse** has been employed for three (3) years but less than ten (10) years;
- ii) **the Nurse** has been employed for ten (10) years but less than fifteen (15) years;
- iii) Three hundred and twenty five (325) hours pay if **the Nurse** has been employed for fifteen (15) years but less than twenty (20) years;
- iv) Four hundred and eighty seven and one half (487.5) hours pay if **the Nurse** has been employed for twenty (20) years but less than twenty-five (25) years;
- v) Six hundred and fifty (650) hours pay if **the Nurse** has been employed for twenty-five (25) years or more.

The regular hourly rate which shall be used to calculate the amount of the retirement allowance in accordance with Article 22.01 for Nurses listed in Appendix "D" to be updated as at the date of signing] shall be the highest regular hourly rate received in the Nurse's regular position during the twelve (12) month period prior to the date of retirement.

In the event that a nurse dies while actively employed the allowance shall be paid to the Nurse's beneficiary. If there is no such beneficiary, payment shall be made to the Nurse's estate.

Nurses listed in Appendix "D" can choose at any time to change their retirement allowance entitlement to that set out under Article 22.01 b) below. Upon exercising this option, such Nurses shall be removed from

Appendix "D" and shall otherwise cease to be entitled to the retirement allowance provided under this Article 22.01 a).

A year shall be 1950 Regular Hours Paid. Part-time employment will be pro-rated.

(b) Nurses not listed in Appendix "D"

Effective date of signing, a Nurse not listed in Appendix "D" with a minimum of ten (10) years of service with the Employer who retires in accordance with the provisions of the Employer's Pension Plan or the Canada Pension Plan shall be entitled to the payment of the sum of six hundred dollars \$600 per year of service to a maximum of fifteen thousand dollars (\$15, 000).

In the event that a nurse dies while actively employed the allowance shall be paid to the Nurse's beneficiary. If there is no such beneficiary, payment shall be made to the Nurse's estate.

A year shall be 1950 Regular Hours Paid. Part-time employment will be pro-rated.

22.02 Public Services Sustainability (2015) Act

(a) Notwithstanding Article 22.01, 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.

22.03 Nurse Retention Bonus

The Employer will provide a Retention Bonus to eligible Nurses who agree to remain employed for the following twelve (12) months.

The Retention Bonus shall be equal to two percent (2%) of the gross annual

base earnings (exclusive of any premiums). 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 VON Pension Plan or Canada Pension Plan. The Nurse must apply in writing to participate in the Retention Bonus. A Nurse may apply for and participate in second and subsequent years.

Effective October 31, 2025, the Retention Bonus will increase to 3.0%

22.04 Work after Retirement

Employers shall advise all Nurses who are seeking retirement about the possibility of returning to work as a Casual Nurse or a Regular Part Nurse while at the same time being in receipt of pension benefits in accordance with the provisions of the VON Pension Plan and the Portability provisions of Article 25 (for Regular positions only) of this Collective Agreement.

22.05 Retiree Recruitment Incentive

The Employer will provide a Recruitment Incentive of **\$750** per year to any retired Nurse who, after retirement, agrees to return to work for at least **thirty (30)** "relief" shifts in a 12 month period. The Casual Nurse must pre-apply in writing in order to participate in the Incentive. The **\$750** will be paid to the Nurse after the completion of the minimum thirty (30) "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..

In transition, any Nurse who is currently completing the Nurse's recruitment incentive based on the 12 months period, 24 relief shifts and \$500 will have the opportunity to complete the incentive based on the previous language or transition to the new language provided that the Nurse can meet the requirement to work 30 shifts. Thereafter entitlement will be based on the language above. (e.g. if a Nurse is 11 months into the period and has completed 22 shifts, the Nurse will have the option to conclude her entitlement based on the previous language)

22.06 Supplementary Leave Credits - Late Career Registered Nurses

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

To encourage Late Career Nurses to continue working, the VON will grant paid leave of up to 37.5 hours per year to a Registered Nurse who is also in receipt of

the Long Service Increment. Scheduling of such leave shall be by mutual agreement however scheduled time off shall not be permitted during the Summer Vacation Period and Dec 15th to Jan 7th in each vacation year. Hours not scheduled are not carried from one year to the next. That is time not used shall not be carried past March 31' each year.

ARTICLE 23 - DISCIPLINE & PERSONNEL FILES

23.00 Termination Requirements of VON and the Nurse

- (a) The VON shall not terminate a Regular Nurse who has completed **their** probationary period for reasons other than just cause.
- (b) Four (4) weeks' written notice shall be given regarding termination of employment by a Nurse unless mutually satisfactory arrangements are made otherwise.
- (c) On termination, the Nurse's pay shall include accrued vacation pay, overtime, or any other premiums that are due.
- (d) A Nurse who has terminated employment through resignation, may withdraw the resignation within twenty-four (24) hours of the time it was submitted to the Employer.

23.01 Just Cause

- (a) A Regular Nurse who has completed the probationary period may be disciplined or dismissed, but only for just cause.
- (b) If a Nurse is disciplined by the Employer, the Nurse and a Union Representative shall be advised in writing of the reasons for the disciplinary action.

23.02 Personnel Files

A Nurse shall be permitted to view **their** personnel file upon reasonable notice. The Nurse shall be entitled to a copy of all documents.

23.03 Union Representation during Discipline

- (a) A Nurse who is to be disciplined by the Employer shall be advised of **the Nurse's** right to Union representation in advance of the discipline meeting. In the case of a disciplinary suspension or a termination, the Employer shall notify the Union of the meeting in advance of the meeting.

- (b) The discontinuance of the assignment of shifts to a Casual Nurse shall not be deemed disciplinary.
- (c) **A Nurse involved in any investigation that may lead to discipline of the nurse shall be advised of their right to Union representation in advance of the investigation meeting.**

23.04 Evaluations as Evidence in an Arbitration

Any discipline against a Nurse of which the Nurse has not been made aware or any written discipline which has not been provided to the Nurse, shall not be used against **the Nurse** in any arbitration. Any performance references or evaluations that have been withheld from a Nurse shall not be introduced as evidence by the VON in an arbitration hearing.

23.05 Purging Discipline File

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.

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

ARTICLE 24 – LABOUR MANAGEMENT COMMITTEE

24.00 Establishment of the Labour Management Committee

The VON and Union agree to establish a Labour Management Committee at each of the Work Sites listed in Article 2.25.

24.01 Constitution of the Labour Management Committee

- (a) This Committee shall be comprised of representatives of the Local Union as set out below and up to an equal number of Employer representatives,

including the District Executive Director / Senior Manager or designate and Nurse Managers.

Representation for Antigonish, Colchester, Cumberland, Digby, Lunenburg, Pictou, Queen's, Shelburne, Yarmouth - two (2) representatives,

Representation for Annapolis, Cape Breton or Greater Halifax - three (3) representatives

- (b) One Representative of the Local Union and one Representative of the Employer at the Work Site shall alternate as Chairperson for each meeting.
- (c) Each Party shall notify the other in writing of the names of their respective Committee members.
- (d) With reasonable advance notice to the other party and with the agreement of the other party, either Union or VON may invite guests to the meeting.

24.02 Amalgamation; Merger; Restructure

In addition to the requirements under the particular displacement and lay off provisions of each Collective Agreement, when it is known by the Employer that an amalgamation, merger or restructuring of existing Work Sites or services is to occur which may affect members of the Bargaining Unit, the Labour Management Committee will be informed of the plan and the expected impact on the Bargaining Unit as soon as the Employer determines that it is operationally feasible to disclose such information.

24.03 Schedule of Meetings

- (a) This Committee shall determine a schedule of meetings setting out a meeting each second month or less frequently if agreed to by the Labour Management Committee.
- (b) The Committee shall meet unless mutually agreed otherwise.
- (c) Meetings may be scheduled more frequently where mutually agreed.

24.04 Agenda of Meetings

An agenda shall be developed and circulated prior to each meeting.

24.05 Matters of Discussion

Matters of discussion shall include the following and any other matter agreed to by both Parties

1. Staffing
2. Orientation
3. Workload
4. Scheduling
5. Transfers
6. Reassignment
7. Difficulties created by short-term and long-term absences
8. Displacements
9. Layoffs
10. Duty to accommodate process
11. Workload as per Article 18.09(b)
12. Review all temporary positions 2 times a calendar year to determine if posting required
13. Any technological changes which the Employer has decided to introduce which will impact on the Bargaining Unit. The Employer will notify the Union Representatives of the Union Management Committee prior to the introduction of such technological changes
14. Revisions to job descriptions

24.06 Responsibilities of the Labour Management Committee

The Committee shall be responsible for:

- (a) Defining problems;
- (b) Developing viable solutions to such problems; and
- (c) Recommending the proposed solutions to the appropriate authority.

24.07 Labour Management Committee Advisory in Nature

This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect at the VON.

24.08 No Loss of Pay for Meetings during Working Hours

It is agreed that meetings will be scheduled in such a way as to give due consideration to the normal operation of the VON and the convenience of the parties, however, where meetings are scheduled during working hours Nurses shall suffer no loss of regular pay while attending.

24.09 Travel Allowance

Nurses required to travel from their usual work location to attend Labour Management Committee and/or Multi Site Consultation Committee meetings, shall be paid the kilometre allowance as specified in Article 19.01.

24.10 Multi Site Consultation Committee

The Multi Site Consultation Committee shall normally convene up to three (3) times per calendar year. The parties will mutually agree on the need for face to face meetings based on the nature of issues to be addressed. The face to face meeting can include one representative of each Union Local and conference calls will encourage and permit more Site Union Management representation up to a maximum of 3 representatives. Discussions shall include issues of general concern. Representatives of the Union may attend as well. The Employer will determine its representatives.

A Nurse participating in a MSCC face to face meeting shall have no loss of regular pay provided the need to attend the meeting is supported by the Union for participation and reimbursement as set out in Article 7.10. Travel shall be reimbursed as set out in Article 24.09.

ARTICLE 25 - PORTABILITY OF BENEFITS

25.00 Nurse Mobility

- (a) In the event the VON rehires a Nurse to a Regular Position within six (6) months of the Nurse leaving, or hires a Nurse to a Regular position to commence work within six (6) months of the Nurse leaving employment from a position in any other bargaining unit represented by the Nova Scotia Nurses' Union in the Province of Nova Scotia, the Nurse shall have Service with the previous Employer recognized for vacation accumulation entitlement, retirement allowance (except a nurse who has received a retirement allowance from a previous employer), placement on the increment scale (and advancement) and Seniority with the VON.

The Nurse shall be entitled to a sick leave credit with VON equal to 10% of the accrued sick leave credits from the previous employer as at the last day of employment with the previous employer.

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

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

Pension Plan or VON Pension Plan.

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

- (b) It shall be the responsibility of the Nurse to provide documentation on hire regarding eligibility for Nurse Portability of Seniority as per the "Portability of Benefits Form Request for Information (NSNU Nurses).

25.01 Canadian Nurse Portability

This provision is not applicable to a casual nurse (except a casual nurse while in a Temporary Position).

In the event that the Employer hires a Nurse to a regular position to commence work within six (6) months of the Nurse leaving employment from a position in any other bargaining unit represented by a member of the Canadian Federation of Nurses' Unions, the Nurse shall be credited with equivalent Seniority as at the time of termination from the other bargaining unit.

25.02 Successor Rights

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

25.03 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 26 - CASUAL NURSE

26.00 Except where specifically excluded, the provisions of the Collective Agreement apply to a Casual Nurse.

26.01 (a) The Employer may offer work to a Casual Nurse at the Employer's discretion subject to the provisions of the Collective Agreement.

(b) A Casual Nurse who has completed the probationary period shall not be disciplined except for just and sufficient cause. 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. Such dismissal shall not be deemed disciplinary.

26.02 Once a Casual Nurse accepts a work assignment including a scheduled extra shift, a relief shift, a Temporary Position, a period of On-Call or a Call Back during On-Call, the Casual Nurse is obligated to work.

26.03 Where the Employer has determined that it will no longer offer work to a Casual Nurse, it shall provide the Casual Nurse with a letter so advising of its decision. The discontinuance of the assignment of shifts to a Casual Nurse shall not be deemed disciplinary.

26.04 In the event that a Casual Nurse does not work any shifts for a period of three (3) months, excluding approved periods of unavailability, the employment of the Casual Nurse may be terminated at the discretion of the Employer.

ARTICLE 27 - LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

27.00 Letters of Agreement and Memoranda of Agreement that were in effect between the Parties on the date of signing and 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.

27.01 Letters of Agreement and Memoranda of Agreement that remain in effect, are detailed in Appendix "F" to be annexed hereto.

ARTICLE 28 - DURATION OF AGREEMENT

29.00 This Collective Agreement shall be for the period commencing November 1, 2020, and ending October 31, 2025 and shall remain in effect from year to year thereafter unless one of the Parties hereto notifies the other in writing within a period of not less than sixty (60) working days prior to the automatic renewal date

of its intention to revise or amend this Agreement or to conclude a new Agreement.

IN WITNESS WHEREOF, THE Parties hereto have signed this _____ day
of _____, **2024**.

FOR THE UNION:

FOR THE EMPLOYER:

Janet Hazelton,
President

Jeff Densmore,
Regional Executive Director

Chris Albrecht,
Executive Director

Carol Curley,
Regional Executive Director

APPENDIX “A”- Wage Rates

(Based on 1950 hours)

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		% Increase: 3.00%		% Increase: 2.00%	
				Nov 1-20 Hourly	Nov 1-20 Annual	Nov 1-21 Hourly	Nov 1-21 Annual	Nov 1-22 Hourly	Nov 1-22 Annual	Oct.31-23 Hourly	Oct.31-23 Annual	Nov 1-23 Hourly	Nov 1-23 Annual	Nov 1-24 Hourly	Nov 1-24 Annual
				Licensed Practical Nurse 1 (LPN1)	Start	\$21,5998	\$42,120	\$21,9238	\$42,751	\$22,2526	\$43,393	\$22,9202	\$44,694	\$23,0348	\$44,918
Registered Nurse 1 (RN1) *	Start	\$30,6228	\$59,714	\$31,7576	\$61,927	\$32,2340	\$62,856	\$33,2010	\$64,742	\$33,3670	\$65,066	\$34,3680	\$67,018	\$35,0554	\$68,358

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		2 Additional Steps (2.5% & 2.5%)		% Increase: 3.00%		% Increase: 2.00%	
				Nov 1-20 Hourly	Nov 1-20 Annual	Nov 1-21 Hourly	Nov 1-21 Annual	Nov 1-22 Hourly	Nov 1-22 Annual	Oct.31-23 Hourly	Oct.31-23 Annual	Nov 1-23 Hourly	Nov 1-23 Annual	Nov 1-23 Hourly	Nov 1-23 Annual	Nov 1-24 Hourly	Nov 1-24 Annual
				Licensed Practical Nurse 2 (LPN2)	Start	\$28,3268	\$55,237	\$28,7517	\$56,066	\$29,1830	\$56,907	\$30,0585	\$58,614	\$30,2088	\$58,907	\$30,2088	\$58,907
	Year 1	\$28,9760	\$56,503	\$29,4106	\$57,351	\$29,8518	\$58,211	\$30,7474	\$59,957	\$30,9011	\$60,257	\$30,9011	\$60,257	\$31,8281	\$62,065	\$32,4647	\$63,306
	Year 2	\$29,6020	\$57,724	\$30,0460	\$58,590	\$30,4967	\$59,469	\$31,4116	\$61,253	\$31,5687	\$61,559	\$31,5687	\$61,559	\$32,5158	\$63,406	\$33,1661	\$64,674
	Year 3	\$30,4229	\$59,325	\$30,8792	\$60,214	\$31,3424	\$61,118	\$32,2827	\$62,951	\$32,4441	\$63,266	\$32,4441	\$63,266	\$33,4174	\$65,164	\$34,0858	\$66,467
	Year 4											\$33,2552	\$64,848	\$34,2529	\$66,793	\$34,9379	\$68,129
	Year 5											\$34,0866	\$66,469	\$35,1092	\$68,463	\$35,8114	\$69,832
	Year 25*	\$31,4876	\$61,400	\$31,9599	\$62,322	\$32,4393	\$63,257	\$33,4125	\$65,154	\$33,5796	\$65,480	\$35,2796	\$68,795	\$36,3380	\$70,859	\$37,0648	\$72,276

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		Wage Adjustment - \$1.05		2 Additional Steps (2.5% & 2.5%)		% Increase: 3.00%		% Increase: 2.00%	
				Nov 1-20 Hourly	Nov 1-20 Annual	Nov 1-21 Hourly	Nov 1-21 Annual	Nov 1-22 Hourly	Nov 1-22 Annual	Oct.31-23 Hourly	Oct.31-23 Annual	Nov 1-23 Hourly	Nov 1-23 Annual	Nov 1-23 Hourly	Nov 1-23 Annual	Nov 1-23 Hourly	Nov 1-23 Annual	Nov 1-24 Hourly	Nov 1-24 Annual
Registered Nurse 2 (RN2)	Start	\$35.2108	\$68,661	\$35.7389	\$69,691	\$36.2750	\$70,736	\$37.3633	\$72,858	\$37.5501	\$73,223	\$38.6001	\$75,270	\$38.6001	\$75,270	\$39.7581	\$77,528	\$40.5533	\$79,079
	Year 1	\$36.2537	\$70,694	\$36.7974	\$71,755	\$37.3494	\$72,831	\$38.4699	\$75,016	\$38.6622	\$75,391	\$39.7122	\$77,439	\$39.7122	\$77,439	\$40.9036	\$79,762	\$41.7217	\$81,357
	Year 2	\$37.4271	\$72,983	\$37.9885	\$74,078	\$38.5583	\$75,189	\$39.7150	\$77,444	\$39.9136	\$77,832	\$40.9636	\$79,879	\$40.9636	\$79,879	\$42.1925	\$82,275	\$43.0364	\$83,921
	Year 3	\$38.7318	\$75,527	\$39.3128	\$76,660	\$39.9025	\$77,810	\$41.0996	\$80,144	\$41.3051	\$80,545	\$42.3551	\$82,592	\$42.3551	\$82,592	\$43.6258	\$85,070	\$44.4983	\$86,772
	Year 4	\$40.0818	\$78,160	\$40.6831	\$79,332	\$41.2933	\$80,522	\$42.5321	\$82,938	\$42.7448	\$83,352	\$43.7948	\$85,400	\$43.7948	\$85,400	\$45.1086	\$87,962	\$46.0108	\$89,721
	Year 5	\$41.4846	\$80,895	\$42.1070	\$82,109	\$42.7386	\$83,340	\$44.0208	\$85,841	\$44.2409	\$86,270	\$45.2909	\$88,317	\$45.2909	\$88,317	\$46.6496	\$90,967	\$47.5826	\$92,786
	Year 6													\$46.4232	\$90,525	\$47.8159	\$93,241	\$48.7722	\$95,106
	Year 7													\$47.5838	\$92,788	\$49.0113	\$95,572	\$49.9915	\$97,483
	Year 25	\$42.9366	\$83,726	\$43.5807	\$84,982	\$44.2344	\$86,257	\$45.5614	\$88,845	\$45.7892	\$89,289	\$46.8392	\$91,336	\$49.2492	\$96,036	\$50.7267	\$98,917	\$51.7412	\$100,895

Classification		Expired Rate Hourly	Expired Rate Annual	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		Wage Adjustment - \$1.05		2 Additional Steps (2.5% & 2.5%)		% Increase: 3.00%		% Increase: 2.00%	
				Nov 1-20 Hourly	Nov 1-20 Annual	Nov 1-21 Hourly	Nov 1-21 Annual	Nov 1-22 Hourly	Nov 1-22 Annual	Oct.31-23 Hourly	Oct.31-23 Annual	Nov 1-23 Hourly	Nov 1-23 Annual	Nov 1-23 Hourly	Nov 1-23 Annual	Nov 1-23 Hourly	Nov 1-23 Annual	Nov 1-24 Hourly	Nov 1-24 Annual
Site Practice Educator	Year 1	\$41.2329	\$80,404	\$41.8514	\$81,610	\$42.4792	\$82,834	\$43.7536	\$85,320	\$43.9724	\$85,746	\$45.0224	\$87,794	\$45.0224	\$87,794	\$46.3731	\$90,427	\$47.3006	\$92,236
	Year 2	\$42.1494	\$82,191	\$42.7816	\$83,424	\$43.4233	\$84,675	\$44.7260	\$87,216	\$44.9496	\$87,652	\$45.9996	\$89,699	\$45.9996	\$89,699	\$47.3796	\$92,390	\$48.3272	\$94,238
	Year 3	\$43.0659	\$83,978	\$43.7119	\$85,238	\$44.3676	\$86,517	\$45.6986	\$89,112	\$45.9271	\$89,558	\$46.9771	\$91,605	\$46.9771	\$91,605	\$48.3864	\$94,354	\$49.3541	\$96,241
	Year 4	\$43.9817	\$85,765	\$44.6414	\$87,051	\$45.3110	\$88,356	\$46.6703	\$91,007	\$46.9037	\$91,462	\$47.9537	\$93,510	\$47.9537	\$93,510	\$49.3923	\$96,315	\$50.3801	\$98,241
	Year 5													\$49.1525	\$95,847	\$50.6271	\$98,723	\$51.6397	\$100,697
	Year 6													\$50.3814	\$98,244	\$51.8928	\$101,191	\$52.9307	\$103,215
	Year 25	\$44.8615	\$87,480	\$45.5344	\$88,792	\$46.2174	\$90,124	\$47.6039	\$92,828	\$47.8419	\$93,292	\$48.8919	\$95,339	\$52.1447	\$101,682	\$53.7090	\$104,733	\$54.7832	\$106,827

APPENDIX "B"

EDUCATION PREMIUMS

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

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

EDUCATION PREMIUMS — GROUP A

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

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

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

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

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

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

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

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

- one thousand four hundred forty-five dollars (\$1,445.00)

(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 (\$1,961.00)

CANADIAN NURSE ASSOCIATION CERTIFICATION PREMIUM — GROUP B

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

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

NURSING PRACTICE AND NURSING LEADERSHIP PREMIUMS - GROUP C

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

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

To be eligible for the Nursing Leadership Premium a Nurse must earn the needed qualifying sixty (60) points based on the relative weights assigned to the approved activities. The Nurse must maintain a record of recognized educational or leadership activities completed in the previous 12 month period. The Nurse must submit written proof of these activities to the Employer by October 31st each year.

A Nurse who qualifies for either premium shall be paid an annual supplement of \$850.00 each, and shall then be paid as a lump sum payment by December 15 in the year to Nurses who achieve the eligibility for them in accordance with Appendix "B". They shall be prorated for Part-time and Casual Nurses based on regular hours worked in the previous 12 month period from November 1st to the prior October 31st for the year of eligibility.

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

NURSING PRACTICE PREMIUM — GROUP C (70 points)
(For illustrative Purposes)

CERTIFICATION IN A SPECIALTY (25 points)

Defined course of study/evaluation

Not covered by a premium

E.g. Infection Control, Palliative Care, OH&S, Gerontological Nursing, Continuing

Care Certificate, PLAR Assessor Course

COURSE IN A SPECIALTY (20 points)

Evaluation/Recertification

National/International standards

E.g. Alzheimer's Disease & Related Dementia Care Course, PIECES, CIM

COURSE IN A SPECIALTY (15 points) Internally/Externally developed

E.g. Gerontological Courses, Foot Care, Assessment of Frail Elderly

COURSE IN A GENERAL SKILL/THEORY (10 points)

E.g. Non-violent crisis intervention, Documentation, Communication, Information Technology

COURSE IN PROFESSIONAL/PERSONAL DEVELOPMENT (10 points)

E.g. Leadership course, Preceptorship course

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

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

INSERVICE/FACILITY BASED EDUCATION SESSIONS (5 points)

E.g. Lunch and Learn, Journal Club, Ethics Rounds

E-LEARNING (5 points)

E.g. Telehealth, public domain modules

NURSING LEADERSHIP PREMIUM — GROUP C (60 points)
(For illustrative Purposes)

CATEGORIES:

Committee/Task Force Involvement (for Hospital, District, Province, Union, Professional Organization or Association, Agency)

- Chair of a committee/task force that meets 9-12 times per year (20 points)
- Member of a committee/task force that meets 9-12 times per year (15 points)
- Chair of a committee/task force that meets 4-6 times per year (15 points)
- Member of a committee/task force that meets 4-6 times per year (10 points)
- Chair of a committee/task force that meets 1-3 times per year (10 points)
- Member of a committee/task force that meets 1-3 times per year (5 points)
- Telehealth Coordinator*

Professional Association Involvement

Maintains an active membership in a Professional Association Special Interest Group (eg Canadian Association of Gerontological Nurses; Canadian Association of Occupational Health Nurses, Canadian Hospital Infection Control Association etc)

Holds office in a professional nursing organization or special interest: with subheadings for National, Provincial or Local level and further subdivided to recognize if you are President vs. a Member of the Executive.

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

Publications/Presentations

- Publication in a peer-reviewed professional journal or textbook (25 points)
- Publication in a non-peer-reviewed journal (eg. hospital newsletter, local paper or publication) (10 points)
- Speaker at a National Conference (25 points)
- Speaker at a Provincial Conference (20 points)
- Speaker at a Local Conference (20 points)
- Speaker at a *facility-based* in-service session (10 points)
- Poster Board Presenter at a National Conference (20 points)
- Poster Board Presenter at a Provincial Conference (15 points)
- Poster Board Presenter at a Local Conference (15 Points)
- Poster Board Presenter at a facility-based Conference (10 points)

Research

Primary Investigator as part of a multi-site study (25 points) Co-Investigator as part of a multi-site study (20 points)

Primary Investigator of a *facility/unit* based research study (15 points) Co-Investigator of a *facility/unit* based research study (10 points) Develops a unit specific research proposal (5 points)

Conducts a literature review as part of a research study (5 points)

Education

Enrolled in PhD Program (minimally taking 2 courses per year) (25 points)

Enrolled in Masters Program (minimally taking 2 courses per year) (20 points)

Enrolled in Degree Program (minimally taking 2 courses per year) (15 points)

Instructor-Level Status for designated courses (e.g. BCLS, PIECES, ARDCC, etc) (10 points)

Unit Resource/Skill/Content Expert Person

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

Accepts Additional Leadership Responsibilities

Project lead for new product evaluation (10 points) Researches/benchmarks new procedures (5 points) Develops/revises a new policy or procedure (5 points)

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

Special Projects

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

APPENDIX "C"

Re: Article 12.03 (b) Accumulation of Vacation Credits

Benoit, Lisa (11436)
Laffin, Katherine (11921)
MacNeil, Valerie (11552)
Withrow, Cyndy (12588)



APPENDIX "E" CLINICAL CAPACITY REPORT

GUIDELINES FOR USE:

- (1) A Nurse who believes that adequate and safe care of clients cannot be provided because of that Nurse's workload should bring the matter to the attention of the Manager, or where appropriate, the Manager'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 or doctors involved in the incident described, use Dr. X or client A.
- (4) Clinical Capacity Reports are not intended to replace any incident report form or other internal documentation required under Employer Policies.

EMPLOYER NAME: _____

SITE: _____

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

DISTRICT: _____ SHIFT/TIME OF OCCURRENCE: _____

(2) STAFFING (NUMBERS) SCHEDULED:	WORKING:
RNs _____	_____
LPNs _____	_____
OTHER _____	_____

(3) NUMBER OF CLIENTS ASSIGNED: _____

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



(5) Detail actions you took in response to the workload situation to address client needs (including participation in huddle, engagement of turnback process, other communication with CSAs, nurses or Managers):

(6) Name of Managers / Supervisors / Designates Contacted: _____

Time and mechanism (Phone, email, etc) of contact: _____

(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



CLINICAL CAPACITY Follow-Up REPORT
To be completed by Manager / Delegate
 (and returned with copy of CCR)

Date of CCR: _____ Submitted by: _____

Preliminary review: Is there a current/existing safety concern which requires immediate follow up?
 Yes _____ No _____

Comments:

Date of Preliminary Reply: _____ Completed by: _____

Describe findings:

Recommendations:

Describe action/response:

 Date (YYYY/MM/DD)

 Signature

Copies to:

Nurse; NSNU Labour Representation; Employer

Memorandum of Agreement #1

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: Hybrid Assignments- Late Career Nurses Strategy

The Parties agree that in the event that the Employer introduces a **Hybrid Assignment**, the Memorandum of Agreement, **Hybrid Assignment** in the **Health Authority** Collective Agreement provisions shall form the basis for the terms and conditions **of an MOA to be completed by the parties.**

Memorandum of Agreement #2

Between:

VON Canada - Nova Scotia Branch
(the "Employer")

And

Nova Scotia Nurses' Union
(the "Union")

RE: Flex Position

WHEREAS Article 8.11(a) of the Collective Agreement requires that all (regular) Nurses be assigned an individual rotation which will indicate their regular days of work;

AND WHEREAS the Parties recognize a need for VON to be able to schedule nurses in response to variability in client needs, absences of Regular Nurses and other scheduling requirements to ensure client care responsibilities are met;

Therefore the Parties agree to **the use of** Flex Positions, in accordance with the following provisions:

1. "Flex Position" means a position held by Full Time or Part Time Nurse with a specified FTE who is assigned days of work equivalent to their FTE, but not given an individual rotation indicating regular days of work.
2. Nurses holding Flex Positions shall be advised of their work assignments in accordance with Article 8.11(b) of the Collective Agreement.
3. **Subject to paragraph 4 below**, the FTE complement of Flex Positions will be capped in accordance with the following FTEs:

a.	Annapolis Valley	RN - 1.0	LPN - 1.6
b.	Antigonish	RN - 1.0	LPN - 1.0
c.	Cape Breton	RN - 2.4	LPN - 3.2
d.	Colchester East Hants	RN - 2.0	LPN - 1.0
e.	Cumberland	RN - 1.2	LPN - 2.0
f.	Digby	RN - 1.0	LPN - 1.0
g.	Greater Halifax	RN - 2.8	LPN - 2.4
h.	Lunenburg	RN - 1.0	LPN - 1.0
i.	Pictou	RN - 1.0	LPN - 1.0
j.	Queens	RN - 1.0	LPN - 1.0

k.	Shelburne	RN - 1.0	LPN - 1.0
l.	Yarmouth	RN - 1.0	LPN - 1.0

4. Any increase in the above complement of Flex Positions will only be done in consultation and with the agreement of NSNU.
5. Holidays - Nurses working Flex Positions will be assigned Holidays as operationally required. Christmas and New Years will be alternated in accordance with Article 13.03(a), however, the remainder of Article 13.03 shall not apply to Nurses in Flex Positions.
6. Vacation - Nurses working flex positions will request time off In accordance with the provisions of the Collective Agreement. Vacation will be paid for the hours which the Nurse would have worked during the vacation period based on their FTE.
7. Article 8.11(a) of the Collective Agreement shall not apply to Nurses working Flex Positions. To the extent that any other Articles of the Collective Agreement are inconsistent with this MOA, those Articles shall not apply to Nurses working Flex Positions. All other provisions of the Collective Agreement shall apply to Nurses working Flex Positions.
8. All Flex Positions **will be posted in accordance with Article 15.**

Memorandum of Agreement #3

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: Service Delivery Supervisor

The Parties agree, pursuant to Article 9.11, that the classification Service Delivery Supervisor, which requires an LPN to fulfill the job requirements, shall be compensated with an hourly premium of one dollar (\$1.00) per hour for each hour worked as a Service Delivery Supervisor.

Memorandum of Agreement #4

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: Night Shifts

The parties recognize the need to provide overnight nursing level care.

The Parties agree that when a client has been approved for overnight nursing level care that the night shifts to provide this care will be assigned by VON to the Nurses **taking into account the need for client specific training/clinical competency continuity of care in the delivery of the service, and geographic proximity.**

In determining the Nurses to be assigned to provide care, the Employer will first consider Nurses who meet the guidelines above who volunteer for the overnight assignment. Failing sufficient volunteers, Nurses will be assigned to deliver overnight care to the client in reverse order of seniority. Once the Nurses have been determined, night shifts shall be assigned on an equitable basis, taking into consideration operational needs, among the Nurses who have been assigned to a client with overnight nursing care.

Memorandum of Agreement #5

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: Holiday Scheduling for Colchester / East Hants

Provided that the Nurses conduct a vote prior to developing a schedule and at least 2/3's of the Nurses at the Work Site are in agreement, Nurses may, on unpaid time, prepare and propose one holiday schedule on an annual basis prior to November 15th. Provided there is no additional cost to the Employer, the holiday schedule will be considered by the Nurse Manager in light of operational requirements, legal obligations and required competencies. If approved by the Nurse Manager, the schedule shall be provided to the Nurses before January 1. The holiday schedule will include the name of the Nurse requesting the holiday off and the name of the Part-Time Nurse accepting the holiday shift. The holiday schedule must comply with the guidelines established by the Employer. If the holiday schedule proposed does not comply with the guidelines, the Employer will schedule holidays.

Memorandum of Agreement #6

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: EDIRA

The Employer and Union recognize the values of fostering a sense of belonging in the workplace and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.

In order to help achieve these goals, the parties agree to establish a joint Equity, Diversity, Inclusion, Reconciliation, and Accessibility (EDIRA) Working Group, composed of equal representatives from the Employer and the Union.

The parties agree that such working group may include representatives from other Employer partners including other unionized groups within the VON.

Memorandum of Agreement #7

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: Reduction in Appointment Status

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

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

1. Accordingly, a Regular Nurse who seeks a temporary or permanent reduction in hours of work and appointment status will seek the approval of the Employer by indicating the amount of reduced hours the Nurse seeks and the duration of such reduced hours. The duration of a temporary reduction in hours must be specified and must not exceed one (1) year.
2. Approval by the Employer shall be discretionary and will ensure that the request will not adversely impact the operational requirements of the Employer. Such requests shall not be unreasonably denied.
3. The Employer will notify the Local Union of an approved request. In addition, the Employer will advise the Local Union of either its intention to:
 - post the remaining hours or part time equivalent of full-time hours within a reasonable time frame, pursuant to the provisions of Article 15,
 - fill the remaining FTE in accordance with the MOA Partial FTE Vacancies; or
 - hold the posting. If the Employer intends to hold the posting, it shall also provide the reason(s) for doing so.

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

Memorandum of Agreement #8

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: Variation in Standard Hours

The Parties agree that the following terms will form the basis of the arrangement if the Union and Employer at a Site agrees, as per Article 8.07, to a variation of the standard hours of work to include ten (10) and twelve (12) hour shift positions under the following terms:

- 1. For sites that wish to implement these variations of standard hours of work, the ten (10) or twelve (12) hour shift will be considered a "regular shift".**
- 2. Nurses who work the ten (10) hours will be paid 9.375 hours. Meal and rest breaks will comprise of two (2) fifteen (15) minute paid breaks and one (1) forty-five (45) minute meal break, consisting of thirty-seven (37) minutes unpaid and eight (8) paid.**
- 3. Nurses who work the twelve (12) hours will be paid 11.25 hours. Meal and rest breaks will comprise of three (3) fifteen (15) minute paid breaks and one (1) forty-five (45) minute unpaid meal break.**
- 4. In the event that the Nurse in a ten (10) or twelve (12) hour shift position is absent from work (e.g. vacation, holiday, sick), the shift may be offered to other Nurses. Other Nurses will not be scheduled a ten (10) or twelve (12) hour shift to replace this Nurse unless they have indicated a willingness to do so.**
- 5. The Employer shall determine the number of ten (10) and twelve (12) hour shifts to be implemented.**
- 6. Nurses shall be able to exchange assignments as long as all scheduled hours are part of the exchange and the exchange is in accordance with Article 8.11(b) of the collective agreement.**
- 7. With 60 days' notice, either party may express notice to end this agreement.**

Memorandum of Agreement #9

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: Partial FTE Vacancies

Notwithstanding Article 15. Vacant Positions, the Employer may offer temporary or permanent part-time work of less than a 0.4 FTE to qualified Nurses, provided the new position is of the same classification as the Nurse's current position, without posting in order of seniority first to permanent part-time Nurses then casual Nurses to address FTE needs of less than 0.4 FTE created by requests by Nurses to reduce FTE or the creation of opportunities for Nurses through Hybrid Assignments

Memorandum of Agreement #10

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: Overtime Halifax Site

Whereas the Halifax site is experiencing staffing challenges the parties are agreed to the following parameters to better support the Nurses in the site to meet service delivery requirements and minimize overtime assignments.

Whereas the parties recognize the need for Nurse to participate in the minimization of overtime by ensuring optimal workplace practices including but not limited to: assessing and decreasing client visits, updating client care needs, updating visit durations and frequency, providing education to clients and families for self-managed care, and updating VON on actual overtime worked. Additionally, Nurses must inform the scheduling department of cancellations, not seen not founds, and back up plans as they occur.

The Employer will continue to work on recruitment and retention initiatives to build capacity to support service requirements and ongoing enhancement of service delivery options such as community clinics and virtual visits.

The Halifax site will identify and seek volunteers for identified service needs that may trigger overtime as far in advance as operationally possible.

When overtime needs are identified, the Employer will first offer overtime opportunities to all available Nurses. The Nurses will identify nursing service priorities in the Nurse huddle and overtime may be assigned after the huddle.

In the event that there are overtime service needs in excess of the voluntary overtime, the Employer may assign Nurses to work up to 7.5 hours in excess of their regularly scheduled shifts in the week. A week will be defined as Monday to Sunday. Only those hours of overtime actually worked will be considered as part of the 7.5 hours of assigned overtime.

In extraordinary circumstances where there is a need for overtime to be assigned in excess of the 7.5 hours, the manager will first initiate a call for volunteers. If no volunteers are available, the manager will notify the Regional Executive Director or

designate of the need to assign hours in the week to a Nurse in excess of the 7.5 hours and such hours will be assigned equitably on a rotational basis starting with the least senior Nurse at the site. NSNU will be notified of the requirement for a Nurse to work in excess of the 7.5 hours of assigned overtime in a week.

Upon request, if possible, the Nurse who is assigned in excess of 7.5 hours in a week will have any overtime assigned in the subsequent week(s) reduce to offset the hours in excess of 7.5.

NSNU and VON will meet with respect to the Halifax Site quarterly to assess impacts to reduce overtime in the site and the impact of this MOA on the equitable distribution of overtime assignment in the site and the impact on meeting service delivery requirements.

Memorandum of Agreement #11

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: Vacation Entitlement

The vacation entitlement of a Nurse upon appointment to a position may be at a rate higher than the minimum prescribed in Article 12.00 if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified Nurse to the position and upon agreement of the Union. Such agreement shall not be unreasonably withheld.

Memorandum of Agreement #12

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: On Call

Whereas the parties recognize the need to deliver effective On Call nursing services to home care clients;

And Whereas the parties recognize the importance of ensuring that Nurses can safely deliver On Call nursing services in the hours after Site service visits have concluded (e.g. 11-7) both telephone/virtually and in-person visits as required;

Therefore the parties agree as follows:

- **The parties recognize the importance of considering opportunities to assess options for delivering On Call services by telephone or through a virtual visit where possible and VON will commit to developing and delivering education for Nurses and home care clients/families to support telephone/virtual visits. The Employer will provide the Union with copies of any educational materials developed to support services provided by telephone/virtual.**
- **The VON will ensure Nurses are educated on the Overnight Safety protocol and the Inclement Weather Guideline and ensure that the protocol and guideline are available on the Intranet.**
- **The Overnight Safety Protocol will be mandatory after the site service delivery hours for any On call visits.**
- **The VON will track the statistics generated by the Overnight Safety Protocol on On Call visits and provide to the NSNU at its Labour Management meetings**

Memorandum of Agreement #13

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: LPN Transition

For the purpose of claiming experience for the 25 year increment, current LPN's will have 60 days from the date of signing to provide satisfactory proof of prior LPN experience. An extension to this time period may be granted where an employee establishes to the satisfaction of the employer that the failure to substantiate their claim in a timely manner was due to circumstances beyond the control of the employee. The adjustment will be retroactive to the date of signing.

Memorandum of Agreement #14

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: Medical Supplies Storage Stipend

Whereas home care Nurses are required to carry all necessary medical supplies for all client visits including but not limited to medical supplies (e.g. catheter trays, dressing trays, wound care supplies, incontinence pads, IV cannulas, IV primary and secondary lines, CVAD supplies, Posiflush, saline IV bags, supplies for blood draws) in their vehicles;

And whereas this limits the ability of the Nurse to use their vehicles for personal use;

The parties agree that each Regular Nurse who is regularly required to carry these supplies shall be entitled to a Medical Supplies Storage Stipend in the amount of \$500 to be paid in the first pay period of the fiscal year.

This entitlement will be pro-rated based on the FTE of the Nurse.

This MOA is not applicable to Casual Nurses.

Memorandum of Agreement #15

Between:

**VON Canada - Nova Scotia Branch
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

RE: SANE Nurses

WHEREAS VON has contracted with the Nova Scotia Health Authority to provide Sexual Assault Nurse Examiner (SANE) Services under a casual staffing model which differs significantly from existing nursing services delivered by the Employer;

AND WHEREAS the Parties recognize a need for VON to be able to schedule and deploy SANE nurses in accordance with the requirements of the SANE Program;

Therefore the Parties agree to the following:

- 1. "SANE Nurse" means a newly hired casual Registered Nurse or an existing Registered Nurse who has applied for a position under the SANE program, has completed the required training, maintains the required competencies and will deliver care under the VON Sexual Assault Nurse Examiner Program.**
- 2. For the purposes of the SANE program when Nurses are completing SANE work they shall be considered casual Nurses in the application of the Collective Agreement, unless otherwise outlined below.**
- 3. SANE nurses will provide availability in accordance with the process established by VON;**
- 4. On-Call schedules shall be posted for SANE Nurses in accordance with the process established by VON;**
- 5. SANE nurses will be scheduled for approximately 96 on-call hours each month, in accordance with their Availability, in on-call periods of up to 48 hours, or more with the agreement of the SANE Nurse;**
- 6. Once a SANE nurse has been scheduled for on-call hours, based on the Availability provided by the SANE nurse, the SANE nurse is obligated to work;**

7. If site staffing levels and client needs allow, at the discretion of the Employer, a SANE nurse's on-call period may be scheduled during or overlapping their visiting nursing shift;
8. The SANE Manager will take part in the on-call rotation on a regular basis as a requirement of the SANE program (established by the Nova Scotia Health Authority) to maintain practice competency but is a Nurse Manager in accordance with Article 3.00 of the Collective Agreement;
9. Nurses on-call must be accessible by telephone for call-out and must be available to respond within the required timeline as set out by the SANE program, unless mutually agreed otherwise;
10. SANE Nurses shall be compensated in accordance with Article 9 of the Collective Agreement when attending required meetings, training or are required to attend court proceedings, when they do not otherwise receive compensation. SANE Nurses will only be compensated for the actual time spent in these meetings, training, or for their entire required attendance at court proceedings;
11. SANE Nurses shall be compensated for travel time in accordance with Article 8.30 of the Collective Agreement when attending required meetings, training or court proceedings;
12. SANE Nurses shall be reimbursed for Kilometres in accordance with Article 19.01 of the Collective Agreement when attending required meetings, training or court proceedings;
13. When a SANE Nurse attends to a call, they will be compensated in accordance with Articles 8.24, 8.25 and 8.26 of the Collective Agreement. Article 8.23 will not apply; a SANE Nurse will be paid an On Call rate of \$5.50 for each hour they are on call as a SANE Nurse. This On Call rate will be applied retroactively to April 1, 2023.

SANE Nurses holding Concurrent Regular VON Nursing Position

14. A SANE Nurse may concurrently hold a position as a Regular Part-Time or Regular Full-Time Nurse with VON.
15. If a SANE Nurse holds a Regular Position with VON:
 - a. The SANE Nurse may be exempt from Article 8.09, 8.10 upon discussion with the Union.
 - b. If a SANE Nurse is called out to complete SANE care on the same Calendar day that they have already worked for VON they will be entitled to overtime in accordance with Article 8.27 and 8.28;

- 16. If a SANE Nurse holds a regular position with VON they will not be compensated a percent in lieu of benefits as set out in article 9.01 of the Collective Agreement. Instead their benefits and accruals will continue as normal.**
- 17. If a SANE Nurse is scheduled to be on-call concurrently with their regular Nursing shift, as contemplated in paragraph 7 above, the on-call premium shall not be payable during the regular hours of the Nurses regular shift.**
- 18. SANE Nurses will not be eligible for Nursing Practice Leadership Premiums referenced in Article 9.08 and Appendix "B" of the Collective Agreement. If the Employer is funded for these premiums then SANE Nurses will be eligible and the Union will be notified.**
- 19. Articles 8.0 through 8.22, 8.27, 8.28, 8.29, 9.13, of the Collective Agreement will not apply to SANE Nurses; (except with respect to regular nursing hours of SANE Nurses who hold Regular Positions with VON). To the extent that any other Articles of the Collective Agreement are inconsistent with this MOA there will be a discussion with the Union. All other provisions of the Collective Agreement shall apply to SANE Nurses.**
- 20. For the purposes of the above the parties agree that the articles referenced are the articles as they appear in the current Collective Agreement, if there are changes made to the articles in the Collective Agreement this MOA will be updated to expressly include the terms agreed to an included here.**

Letter of Understanding

Between:

**VON Tri-County
(the "Employer")**

And

**Nova Scotia Nurses' Union
(the "Union")**

Without Prejudice

Understanding that the Tri-County Site of VON has 3 separate NSNU Bargaining Units within its boundaries, and

Understanding that certain Nurses belonging to these NSNU Bargaining Units actually reside outside the geographic area (county lines) in which they are employed, and

Understanding that the practice of VON Tri-County had been to compensate those Nurses for travel time under the terms of Article 8.30 (a) and Article 19.01,

The Parties have agreed on the following terms:

Nurses who, prior to date of signing of this Letter of Understanding, have accepted positions and are members of a Bargaining Unit outside the geographic area (county lines) in which they currently live (*list of names attached*) will continue to be compensated for travel in accordance with Article 8.30 (a) and 19.01 until such time as they should apply for and accept another position with VON, or the terms and conditions of Article 8.30 have been addressed through the collective bargaining process.

The Parties further understand that any applicants to positions within the Tri-County Site will be made aware of the conditions as set out in Article 8.30 (b) should they be applicable.

VON Tri-County agrees to make whole any NSNU member who may not have been compensated in accordance with these conditions since September 2015.

The following Nova Scotia Nurses' Union members are impacted by the Letter of Understanding with respect to Article 8.30 (a) and 19.01.

Sharon Doucette

Tiffany Cottreau-Bourque

Charline Robicheau

Christine Ross

Kim Banks

Shirley Mood

Carly Walker

Lisa Batement