

Collective Agreement

Between

Cape Care Services 1996 Ltd

carrying on business as

**New Dawn Home Care
(the “Employer”)**

-and-

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



March 9, 2022 - October 31, 2023

SYDNEY, NOVA SCOTIA

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
1.00	.....	1
ARTICLE 2	RECOGNITION.....	1
2.00	Bargaining Unit	1
2.01	No Interference or Discrimination.....	1
ARTICLE 3	MANAGEMENT RIGHTS.....	2
3.00	.....	2
3.01	Contracting Out.....	2
ARTICLE 4	DEFINITIONS	2
4.00	Casual Nurse	2
4.01	Employer.....	2
4.02	Full-Time Nurse	3
4.03	Spouse.....	3
4.04	Licensed Practical Nurse	3
4.05	Local Union	3
4.06	Part-Time Nurse.....	3
4.07	Probationary Period	3
4.08	Union Management Consultation Committee	4
4.09	Regular Nurse.....	4
4.10	Regular Position.....	4
4.11	Regular Rate of Pay.....	4
4.12	Union	4
4.13	Service.....	4
4.14	Temporary Position.....	5
ARTICLE 5	UNION REPRESENTATION AND UNION LEAVES	5
5.00	.....	5
5.01	Collective Agreement Administration	6
5.02	Assistance of NSNU Representative	6
5.03	Notice of Participants	6
5.04	Reproduction of the Collective Agreement.....	6
5.05	Union Leave.....	7
5.06	.....	7
5.07	.....	7
5.08	Leave of Absence for the Full-Time President	8
5.09	Acquaint Newly Hired Nurses	8
5.10	Mutual Agreements.....	8
5.11	.....	8

5.12	Provincial Negotiating Committee	9
ARTICLE 6	DUES DEDUCTIONS AND UNION SECURITY	9
6.00	Membership	9
6.01 - 6.05	Union Dues Deductions	9
6.06	.....	9
ARTICLE 7	HOURS OF WORK, OVERTIME, ON CALL, CALL BACK.....	10
7.00	Hours of Work	10
7.01	Breaks.....	10
7.02	Meal and Rest Breaks.....	10
7.03	Days Off.....	11
7.04	Weekends Off	11
7.05	Limit on Consecutive Days of Work	11
7.06	Time Off Between Shifts	11
7.07	Posting of Schedules	11
7.08	Additional Shifts	12
7.09	Shift Exchanges.....	12
7.10	Notice of Change of Master Schedule	12
7.11	Changed Schedules/Changed Shifts	12
7.12	Guaranteed Work.....	13
7.13	Call Back.....	13
7.14	Overtime	13
7.15	Meal Allowance on Overtime	14
7.16	Semi-Annual Time Change.....	14
7.17	Part-time Nurse Availability	14
7.18	Casual Nurse Availability	14
ARTICLE 8	SALARIES, INCREMENTS, PREMIUMS	15
8.00	Rates of Pay	15
8.01	Nurse Identity.....	15
8.02	Shift Premium	15
8.03	Weekend Premium	15
ARTICLE 9	LEAVES OF ABSENCES.....	15
9.00	Leave Without Pay.....	15
9.01	Working During Leave of Absence.....	16
9.02	Return from Leave of Absence	16
9.03	Bereavement Leave.....	16
9.04	Compassionate Care Leave	17
9.05	Domestic Violence, Intimate Partner Violence or Sexual Violence Leave.....	17
9.06	Leave for Parent of a Critically Ill Child	17
9.07	Court Leave	17
9.08	Education Leave	18

9.09	Leave for Storm or Hazardous Conditions	18
ARTICLE 10 VACATIONS AND HOLIDAYS.....		18
10.00	Annual Vacation Accumulation	18
10.01	Vacation Scheduling – General	19
10.02	Summer Vacation Scheduling.....	19
10.03	Other Vacation Scheduling	20
10.04	Annual Vacation Cancellation	20
10.05	Vacation Accrual upon Termination/Resignation	20
10.06	Holidays	20
10.07	.....	21
10.08	Entitlement to Paid Holiday Leave Credits.....	21
10.09	Work on a Holiday.....	21
10.10	Hours of Holiday	21
10.11	No Pyramiding	21
ARTICLE 11 SENIORITY, LAY OFF, RECALL		21
11.01	(a) Seniority	21
	(b) Same Date Seniority.....	22
11.02	Seniority Lists	22
11.03	Loss of Seniority and Employment.....	22
11.04	Loss of Seniority	23
11.05	Definition of Layoff	23
11.06	Layoff and Recall	24
11.07	Notice of Layoff.....	24
11.08	.....	24
11.09	.....	24
11.10	Working During Layoff	24
11.11	Recall from Layoff	25
11.12	Recall – Accept or Decline	25
11.13	New Employees	25
11.14	.....	25
ARTICLE 12 VACANCIES AND PROMOTIONS		25
12.00	Posting.....	25
12.01	Selection	26
12.02	.....	26
12.03	Orientation	26
12.04	Preceptorship.....	26
ARTICLE 13 PREGNANCY, PARENTAL and ADOPTION LEAVE.....		26
13.00	.....	26
13.01	Leave for Birth or Adoption of Child	27

ARTICLE 14	GRIEVANCE AND ARBITRATION PROCEDURE.....	27
14.00	.....	27
	Step 1	27
	Step 2	27
14.01	.....	27
14.02	Termination of Employment	27
14.03	Policy or Group Grievance.....	28
14.04	Employer Grievance	28
14.05	Arbitration – Single Arbitrator	28
14.06	Selection of Single Arbitrator	28
14.07	Pre-Hearing Disclosure.....	28
14.08	.....	28
14.09	.....	28
14.10	.....	29
14.11	Time Limits	29
14.12	Time Limit – Extension.....	29
14.13	.....	29
ARTICLE 15	STAFF DEVELOPMENT AND TECHNOLOGICAL CHANGE	29
15.00	Letter of Appointment.....	29
15.01 - 15.03	Position Descriptions	29
15.04	Required Education	30
15.05	Technological Change	30
ARTICLE 16	STAFF HEALTH AND SAFETY	30
16.00	.....	30
16.01	Participation in Joint Occupational Health and Safety Committee	30
16.02	.....	30
16.03	.....	31
16.04	Workers' Compensation.....	31
ARTICLE 17	PROHIBITION OF DISCRIMINATION AND HARASSMENT	31
17.00	.....	31
ARTICLE 18	SICK LEAVE AND GROUP BENEFITS	31
18.00	Sick Leave Benefits	31
18.01	Sick Leave Pay	32
18.02	Credit Accumulation.....	32
18.03	Evidence of Illness.....	32
18.04	Union Representation	32
18.05	Family or Emergency	32
18.06	Confidential Health Information.....	33
18.07	Return to Work from Sick Leave	33

18.08	Nurse Health Spending Account.....	33
ARTICLE 19	PORTABILITY OF BENEFITS.....	33
19.00	Nurse Mobility	33
19.01	Canadian Nurse Portability	34
19.02	.....	34
ARTICLE 20	TERMINATION OF EMPLOYMENT	34
20.00	Notice of Resignation.....	34
20.01	Withdrawal of Resignation	34
20.02	Reasons for Suspension or Termination.....	34
20.03	Requirement of Just Cause for Discipline	35
20.04	.....	35
20.05	.....	35
20.06	Disciplinary Record	35
20.07	.....	36
ARTICLE 21	ALCOHOL AND DRUG DEPENDENCY	36
ARTICLE 22	PERSONNEL FILES AND PERFORMANCE APPRAISALS	36
ARTICLE 23	UNION MANAGEMENT CONSULTATION COMMITTEE	37
ARTICLE 24	NO STRIKE/NO LOCKOUT	38
ARTICLE 25	REDUCTION IN APPOINTMENT STATUS.....	38
ARTICLE 26	TERM OF AGREEMENT.....	39
APPENDIX “A”	- WAGES	41
MEMORANDUM OF AGREEMENT – LPN Team Lead.....		42
MEMORANDUM OF AGREEMENT – Support LPN Role.....		43
MEMORANDUM OF AGREEMENT - On Call Duty.....		44
	On-Call Duty.....	44
	On-Call Premium.....	44
	Call-Out Compensation during On-Call Period	44
	Telephone Consultations While On-Call	45

ARTICLE 1 PREAMBLE

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

- To maintain and improve the harmonious relationship between the Employer and the Union.
- To recognize the value of joint discussion and negotiations in all matters pertaining to working conditions and employment services.
- To set forth certain terms and conditions of employment.
- To maintain professional standards.
- To encourage efficiency in operation consistent with a holistic approach to care.
- To promote the morale, well-being and security of Nurses.
- To ensure uninterrupted service to the Employer.

THEREFORE, the Parties agree as follows:

ARTICLE 2 RECOGNITION

2.00 Bargaining Unit

The Employer recognizes the Nova Scotia Nurses' Union as the sole bargaining agent for all regular Full-Time, Part-Time, and Casual Licensed Practical Nurses and such Nurses in a Temporary position employed by the Cape Care Services 1996 Ltd, carrying on business as New Dawn Home Care, except those persons excluded by Section 2(2) of the Trade Union Act.

2.01 No Interference or Discrimination

The Employer and the Union agree not to interfere with the rights of the Nurses or the Employer, and there shall be no discrimination, interference, intimidation, restraint, or coercion by either Parties to this Agreement. The Union further agrees that Union activities not provided for in this Agreement will not take place during working hours or on the premises of the Employer, without the consent of the Employer.

ARTICLE 3 MANAGEMENT RIGHTS

3.00 The Employer reserves and retains, solely and exclusively, all rights to manage the business including the right to direct the work force and to make reasonable rules provided that such rights are exercised in accordance with the terms and conditions of this Collective Agreement, including but not restricted to:

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

3.01 Contracting Out

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

ARTICLE 4 DEFINITIONS

4.00 Casual Nurse

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

4.01 Employer

means Cape Care Services 1996 Ltd carrying on business as New Dawn Home Care.

4.02 Full-Time Nurse

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

4.03 Spouse

Means husband, wife and common-law spouse, common-law spouse includes a same sex partner in a common law relationship.

4.04 Licensed Practical Nurse

is one who is currently registered with the Nova Scotia College of Nurses and who is employed at New Dawn Home Care.

4.05 Local Union

means the New Dawn Home Care Local of the Nova Scotia Nurses' Union.

4.06 Part-Time Nurse

is a Nurse employed on a continuing basis, in Regular Position but who is regularly scheduled to work fewer hours in a pay period than a Full-Time Nurse. The employee benefits of this Collective Agreement are applicable to a Part-Time Nurse on a pro rata basis.

4.07 Probationary Period

- (a) means that period for newly hired Regular or Casual Nurses up to 680 hours worked, including orientation hours. Employment may be confirmed or terminated at any time during this period. Operational requirements permitting, the Employer shall conduct an appraisal of the Nurse while on a probationary period at approximately the midpoint of the probationary period and at the completion of the period. This probationary period may be extended by mutual agreement between the Employer and a Union representative of the Local Union.
- (b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary Nurse shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.

- (c) Any Nurse who resigns after completing the Nurses probationary period but who is rehired by the same Employer within six (6) months of the Nurses resignation shall be required to serve a probationary period of up to **340** hours worked. This probationary period may be extended by mutual agreement between the Employer and a Union Representative of the Union Management Consultation Committee.

4.08 Union Management Consultation Committee

means the Committee established in Article 23 of the Collective Agreement.

4.09 Regular Nurse

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

4.10 Regular Position

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

4.11 Regular Rate of Pay

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

4.12 Union

means the Nova Scotia Nurses' Union.

4.13 Service

- (a) refers to a continuous employment relationship, commencing on first shift worked in any position with the Employer, subject to the provisions of Article 19 (PORTABILITY). (Casual Nurses are governed by Article 4.13 (b)).
- (b) A Casual Nurse who becomes a Regular Nurse shall have time worked in any position with the Employer commencing on the first shift worked in the most recent employment relationship with the Employer, converted to service, for the purpose of vacation accumulation only on the basis of 2080 hours equalling one (1) year of service.

4.14 Temporary Position

- (i) A position that the Employer has determined will be in excess of twelve (12) consecutive work weeks but is not a Regular Position. A Temporary Position may be either a new position for the designated period or a temporary vacancy of a Regular Position.
- (ii) A Regular Nurse filling a Temporary Position shall accumulate the vacation, holiday, and sick leave benefits of the Agreement based on the FTE of the temporary position.
- (iii) Where the Temporary vacancy is for a period of twelve (12) consecutive work weeks or more, the Employer shall post the position pursuant to Article 12 and shall indicate on the posting the expected duration of the Temporary Position. The Temporary Position may be extended, shortened, or terminated at the Employer's discretion.
- (iv) In the event that a Temporary Position is to be extended from the original duration, the Nurse filling the position will be given the option of remaining for the extended period or returning to their previous position or casual status, where applicable, and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position or casual status, where applicable, and salary, without loss of Seniority.
- (v) A Regular Nurse in a Temporary Position is a Regular Nurse. Upon the termination of a Temporary Position, a Regular Nurse filling a Temporary Position shall return to the Regular Nurse's previous position, or if it has been discontinued, to an equivalent position.

ARTICLE 5 UNION REPRESENTATION AND UNION LEAVES

- 5.00** The Union shall provide the Employer with a list of the Nurses designated as representatives of the Union which will include members of the Nova Scotia Nurses' Union Board of Directors or Standing Committees (if applicable), the members of the Local Executive, and shop stewards. The list will include the title of the Union position, the general role of the designation and the duration of the appointment.

5.01 Collective Agreement Administration

- (a) The Employer recognizes the right of the Local Union to elect representatives who shall be responsible for the day-to-day administration of the Collective Agreement.
- (b) For bargaining unit specific collective agreement negotiations, up to two (2) representatives from the Local as designated by the Union shall be permitted to attend and shall not suffer loss of pay for up to two (2) shifts as a result of involvement in joint negotiations between the Employer and the Union. Union caucus meetings are not covered by this provision.
- (c) A Nurse who is so designated by the Local Union shall be allowed a reasonable amount of time, without loss of regular pay or benefits, during working hours, to assist in matters relating to the Agreement.
- (d) Such a representative must request and obtain permission from the Nurse's immediate management supervisor prior to engaging in Union activities during working hours. Such permission shall not be unreasonably withheld.

5.02 Assistance of NSNU Representative

The Local Union may have the assistance of a representative from the Union in all meetings relating to labour relations between the Union and the Employer. These meetings will not be unreasonably delayed if a representative from the Union is required by the Local Union. The Union agrees that Union activities not provided for in this Agreement will not take place during working hours or on the premises of the Employer, without the consent of the Employer.

5.03 Notice of Participants

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

5.04 Reproduction of the Collective Agreement

The collective agreement will be available electronically and if requested by the Nurse a printed copy will be provided.

5.05 Union Leave

- (a) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request, the Employer shall grant leaves of absence without pay for one (1) Nurse chosen to represent the Nurses' Union at the Annual and/or Provincial Meetings.
- (b) Additional Nurses may request an unpaid leave of absence to attend the Annual and/or Provincial Meetings of the Union, and such request shall be granted subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request.
- (c) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given reasonable advance notice of the request, the Employer shall grant leaves of absence without pay for a member of the Nova Scotia Nurses' Union Board of Directors, or Provincial Committee (except the Provincial Negotiating Committee which is governed by Article 5.12) to attend such Board or Committee meetings.
- (d) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay, the Employer will make every reasonable effort not to cancel Union Leave once it has been approved.

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

5.07 At the request of the Nova Scotia Nurses' Union, the Employer will maintain pay at the regular rates for those Nurses who have been granted Leaves of Absence without pay for Union business in accordance with Article 5.05 (Union Leave) and Article 5.12 (Provincial Negotiating Committee) and the Employer will invoice the Nova Scotia Nurses' Union the Nurse's regular rate of pay within sixty (60) days of the completion of the leave of absence. The Nova Scotia Nurses' Union shall pay the invoice within thirty (30) days of receipt of the invoice.

5.08 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) they will serve, commencement and termination dates, as determined by the Union.
- (b) Upon expiration of their term of office, the Nurse shall be reinstated in the position they held immediately prior to the commencement of leave, or if the position no longer exists, to another equivalent position.
- (c) At such time as a local member is elected Full-time President the parties will meet to discuss options for the payment of salary and benefits.

5.09 Acquaint Newly Hired Nurses

The Employer agrees to provide newly hired Nurses with a copy of the Agreement and acquaint them with the conditions of employment set out in the Articles concerning dues deductions and Union representation. The name and the contact information of the Union Executive will be provided to a newly hired Nurse.

5.10 Mutual Agreements

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

- 5.11** All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Director or designate and the President of the Local Union. A copy of any correspondence between the Employer and any Nurse in the Bargaining Unit pertaining to discipline shall be forwarded to the President of the Local and the Labour Relations Representative.

5.12 Provincial Negotiating Committee

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

ARTICLE 6 DUES DEDUCTIONS AND UNION SECURITY

6.00 Membership

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

6.01 Union Dues Deductions

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

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

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

6.04 The Employer agrees to deduct dues in arrears when requested in writing by the Union to do so, and the Union agrees to make refund to a Nurse concerned when there is an over deduction of dues.

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

6.06 The Employer shall endeavor to advise a representative of the Local Union of all appointments, leaves of absence, resignations, and retirements.

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

7.00 Hours of Work

- (a) The Employer will endeavor to schedule the hours of work for a Full-Time Nurse to normally average eighty (80) hours scheduled bi-weekly for Nurses over a schedule cycle.
- (b) The hours of work for a Part-time Nurse will be regularly scheduled in accordance with letter of appointment and shall be less than the regularly scheduled hours of a Full-time Nurse.

7.01 Breaks

The following breaks will occur during each scheduled shift length:

- (a) Shifts of less than eight (8) hours in length, one (1) 15 minute paid break.
- (b) Shifts of eight (8) hours, but less than twelve (12) hours in length- one (1) paid meal break of 30 minutes and two (2) paid breaks of 15 minutes each.
- (c) Shifts of twelve (12) hours or more in length- two (2) paid meal break of 30 minutes; and two (2) paid breaks of 15 minutes each.

7.02 Meal and Rest Breaks

- (a) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow each Nurse to have designated meal and rest break(s) at regular intervals during the shifts.
- (b) The Employer shall make every reasonable effort to ensure that no Nurse will work longer than five (5) consecutive hours without a break, unless mutually agreed between the Nurse and the Employer.
- (c) Nurses shall be allowed to combine meal and/or rest break(s) where operationally possible.
- (d) Operational requirements may require that a Nurse remain with the client for their designated meal and rest break(s).

7.03 Days Off

- (a) 12 Hour Full Time Nurses
shall have at least seven (7) regularly scheduled days off in each two (2) week period unless mutually agreed upon otherwise.
- (b) 8 Hour Full Time Nurses
shall receive four (4) regularly scheduled days off in each two (2) week period, and one (1) segment will be at least two (2) days.

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

7.04 Weekends Off

The Employer shall endeavor not to regularly schedule Nurses to work more than two (2) weekends in four (4) unless mutually agreed otherwise. In no case will the Nurse be scheduled for four (4) consecutive weekends unless mutually agreed.

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

7.05 Limit on Consecutive Days of Work

Nurses shall not be required to work more than six (6) consecutive regularly scheduled eight (8) hour shifts or four (4) consecutive regularly scheduled twelve (12) hour shifts between days off unless mutually agreed otherwise. This provision is not applicable to a Casual Nurse. (except a Casual Nurse while in a Temporary Position).

7.06 Time Off Between Shifts

The Employer shall endeavor to provide (16) hours between regularly scheduled eight (8) hour shifts and twelve (12) hours between regularly scheduled twelve (12) hour shifts, unless mutually agreed upon otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

7.07 Posting of Schedules

The work schedule for all Nurses shall be posted two (2) weeks in advance of the schedule to be worked. The schedule will cover a minimum of four (4) weeks. Before schedules are drawn up, a Nurse requiring specific shifts off

shall submit in writing a request for such shifts off. The Nurse's request for specific shifts shall be granted subject to operational requirements.

7.08 Additional Shifts

After a schedule has been posted, where additional shifts become available because of short-term absences the shift will be offered first to Part-time Nurses on the basis of availability (at straight time rates) and Seniority and then to Casual Nurses on the basis of availability and Seniority (at straight time rate).

7.09 Shift Exchanges

It shall be permissible for two (2) Nurses to exchange their days off, or their shifts, if mutually agreeable and with the consent of the Employer. Consent for such exchanges will not be unreasonably requested or withheld, provided that there must be no increased cost to the Employer. In the event that a Nurse exchanges a shift that reduces their hours below the hours contemplated by Article 7.00 the employer has no obligation to schedule additional hours. Shift exchanges shall normally be within the same or next pay period.

7.10 Notice of Change of Master Schedule

The Employer shall endeavor not change the master schedule without giving the Union thirty (30) days' notice of the intended change unless there are urgent operational requirements. If the Employer cannot provide thirty (30) days notice, they will endeavor to provide as much notice as possible in the circumstance.

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

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

7.11 Changed Schedules/Changed Shifts

The Employer shall make every reasonable effort not to change schedules once posted. The Employer shall advise any Nurse of an intended change in the Nurse's schedule as soon as it is known by the Employer.

- (a) A minimum of twenty-four (24) hours' notice in advance of a scheduled shift shall be given to the Nurse when the shift to be worked is changed. A change of shift occurs when both the scheduled start time and end time for a scheduled shift is changed, or the calendar date of the shift is changed.

- (b) Except where the change is by mutual agreement between the Nurse and the Employer, if the schedule is changed by the Employer without the minimum twenty-four (24) hours' notice prior to the start of the original shift, the Nurse shall be compensated at the overtime rate for each hour worked.
- (c) The requirement to work additional hours continuous to an assigned shift (whether before the shift or after the shift) is not a change of schedule and the Nurse shall be compensated for the additional hours in accordance with the overtime provisions (set out in Article 7.14) of this Collective Agreement.
- (d) Casual Nurses may have shifts cancelled with three (3) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the Casual Nurse shall be provided with work or be paid for the cancelled shift.

7.12 Guaranteed Work

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

7.13 Call Back

When a Nurse is required to report back to work after completion of a shift, but before the commencement of her next shift, they shall be paid for the extra time worked at a minimum of four (4) hours pay at straight time rates or overtime in accordance with Article 7.14, whichever is greater.

7.14 Overtime

- (a) Full-time Nurses will be paid the overtime rate of 1.5 times the Nurse's regular rate for all hours worked in excess of the Nurse's regularly scheduled shift of a minimum duration of eight (8) hour shift in any one day (extension of shift) or for any hours worked in excess of eighty-four (84) hours in a bi-weekly period.
- (b) Part-time and Casual Nurses will be paid an overtime rate of 1.5 times the Employee's regular rate for all hours worked in excess of twelve (12) hours on any day or eighty-four (84) hours worked in a bi-weekly paid period.
- (c) Overtime must be approved or authorized by the Nurse Manager or designate.

- (d) Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift.

7.15 Meal Allowance on Overtime

- (a) Nurses will be provided with a meal or a meal allowance in accordance with the Employer's policy. During the second shift of a double shift, the Employer shall be responsible to supply the Nurse(s) with a meal. If a meal is not available, the Nurse will be permitted to order a meal. The Nurse shall be reimbursed, upon presentation of a receipt for a meal.
- (b) Where it is known to the Employer that an overtime assignment is to be in excess of four (4) hours, the Nurse who is required to work the overtime beyond their scheduled hours of work shall be granted a fifteen (15) minute paid break prior to the commencement of the overtime.

7.16 Semi-Annual Time Change

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

7.17 Part-time Nurse Availability

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

7.18 Casual Nurse Availability

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

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

ARTICLE 8 SALARIES, INCREMENTS, PREMIUMS

8.00 Rates of Pay

Nurses shall be paid in accordance with the rates of pay set out in Appendix "A". The Employer shall pay the Nurse every two (2) weeks.

8.01 Nurse Identity

The Employer shall provide Nurses with not less than two (2) uniforms per year.

8.02 Shift Premium

A shift differential premium of one dollar and twenty-five (\$1.25) per hour shall be paid to a Nurse for each regular hour worked between 2300 hours and 0700 hours effective date of signing.

8.03 Weekend Premium

A weekend premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid to a Nurse for each regular hour worked between the hours midnight Friday and midnight Sunday effective date of signing. The weekend premium shall be paid in addition to the shift differential premium.

ARTICLE 9 LEAVES OF ABSENCES

9.00 Leave Without Pay

Subject to operational requirements, the Employer may grant a leave of absence without pay for personal reasons.

9.01 Working During Leave of Absence

- (a) A Regular Nurse may choose to work for the Employer while on a Leave of Absence. Whether a Regular Nurse on an approved Leave of Absence works any shifts at all for the Employer during such Leave of Absence will be entirely at the discretion of such Nurse. The granting of the Leave of Absence will not be dependent on the Nurse agreeing to work during the Leave of Absence.
- (b) When a Regular Nurse agrees to work while on an approved leave, the Nurse maintains the status of a Regular Nurse on Leave. Any rights or protections they 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.

9.02 Return from Leave of Absence

- (a) Before a Nurse may return to work from a leave granted under Article 9.00, they must provide a minimum of four (4) weeks written notice of the specific date of their 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 their former position unless the position has been discontinued, in which case the Nurse shall be appointed to an equivalent position.
- (c) This clause requiring four (4) weeks written notice, does not apply to other leaves granted by an express provision of this Collective Agreement with different requirements for written notice.

9.03 Bereavement Leave

- (a) In the event of a death in the Nurse's spouse (common law); child (stepchild); parent (stepparent); sibling (step-sibling); grandchild (step-grandchild); or grandparent the Nurse shall be granted five (5) consecutive days' leave of absence effective midnight following the death. The Nurse shall be paid for all shifts they would normally be scheduled to work during the first three (3) days of the leave if the death had not occurred. The last two days of the five consecutive days will be unpaid.

The “in law”, legal and “step-relative” relationships referred to in this provision will only be considered “Immediate Family” in cases where it is a current relationship at the time the benefit is claimed;

This article is not applicable to a Casual Nurse.

- (b) In the event of the death of the Nurse’s father-in-law, mother-in-law; son-in-law, daughter-in-law, sister-in-law or brother-in-law, the Nurse will be entitled to five consecutive days of unpaid leave commencing on midnight following the death.
- (c) Up to two (2) consecutive days bereavement leave without pay shall be granted for the purpose of attending the funeral of an aunt or uncle, niece, or nephew.
- (d) In the event of bereavement leave entitlement for (a) and (b) the Nurse may request to defer one (1) day of unpaid leave to attend the funeral/service if such event is to be held at a later date.
- (e) A Nurse who would be on a leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.

9.04 Compassionate Care Leave

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

9.05 Domestic Violence, Intimate Partner Violence or Sexual Violence Leave

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

9.06 Leave for Parent of a Critically Ill Child

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

9.07 Court Leave

Court leave will be provided to Nurses in accordance with the *Labour Standards Code* of Nova Scotia.

In addition, 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 by the Employer to appear as a witness in a legal proceeding under the authority of a court or tribunal.

9.08 Education Leave

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

9.09 Leave for Storm or Hazardous Conditions

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

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

ARTICLE 10 VACATIONS AND HOLIDAYS

10.00 Annual Vacation Accumulation

Vacation pay for Regular Full-time and Part-time Nurses shall be earned at the rate of 4% on regular hours worked and the straight time equivalent of overtime hours. Upon completion of 5 years of service, vacation pay shall be earned at the rate of 6% on regular hours worked and the straight time equivalent of overtime hours.

Vacation pay for Casual shall be earned at the rate of 4% on regular hours worked and the straight time equivalent of overtime hours for employees with less than 8 years of services with the employer. Upon completion of 8 years of service, vacation pay shall be earned at the rate of 6% on regular hours worked and the straight time equivalent of overtime hours.

Vacation pay shall be paid in each bi-weekly pay period.

Full-time Nurse shall be entitled to receive annual unpaid vacation leave on the following basis:

- (a) each year during the first five (5) years of employment at the rate of ten (10) days per year;
- (b) each year after five (5) years of employment at the rate of fifteen (15) days per year;

Annual unpaid vacation leave for Part-time Nurses will be pro-rated based on FTE. Vacation should be taken during the calendar year in which it is earned. The annual vacation accumulation period is January 1 to December 31.

10.01 Vacation Scheduling – General

- (a) Operational requirements shall be the governing factor in approving vacation requests.
- (b) The Employer shall post vacation entitlement and vacation schedules giving preference of vacation times, wherever possible, to Nurses with greater Seniority at which the Nurse is regularly scheduled.
- (c) Seniority may not be exercised to displace a posted vacation.
- (d) Subject to operational requirements and operational efficiency, it shall be permissible for Nurses to take vacation time in small allotments.

10.02 Summer Vacation Scheduling

- (a) Vacations between June 15 and September 15 must be requested in writing before April 1.
- (b) In incidents of conflicting or overlapping preference, the Senior Nurse may apply Seniority only once to cover a maximum period of two (2) continuous weeks between June 15th and September 15th each year. Operational

requirements permitting, vacation may be scheduled as a single unbroken period (i.e., more than two (2) weeks).

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

10.03 Other Vacation Scheduling

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

10.04 Annual Vacation Cancellation

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

10.05 Vacation Accrual upon Termination/Resignation

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

10.06 Holidays

Subject to qualification criteria as set out in Article 10.08, Nurses are entitled to the following holidays in accordance with the *Labour Standards Code* of Nova Scotia.

New Year's Day
Heritage Day (February Holiday)
Good Friday
Canada Day
Labour Day
National Day of Truth and Reconciliation
Christmas Day
Remembrance Day

10.07 When a holiday falls within a scheduled vacation period or on a scheduled day off, the Nurse will receive another day, in accordance with Article 10.06 above, at a time at a mutually agreeable time.

10.08 Entitlement to Paid Holiday Leave Credits

To be eligible for holiday pay, a Nurse must work their scheduled shift immediately before and after the holiday and have worked 15 of the 30 calendar days prior to the Holiday.

A Nurse who does not work on a Holiday and who qualifies for Holiday pay will be paid hours equaling their average daily shift worked over the past 30 days to a maximum of 8.0 hours.

10.09 Work on a Holiday

A Nurse who is scheduled to work on a recognized Holiday shall be paid at the rate of two and one-half times (2.5 x) the Nurse's regular rate of pay for all hours worked on the Holiday.

10.10 Hours of Holiday

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

10.11 No Pyramiding

There shall be no pyramiding of benefits.

10.12 Scheduling Christmas and New Year's Holidays

The Employer will endeavor to schedule Nurses so that each Nurse shall have either Christmas or New Year's off on the actual day, unless mutually agreed otherwise.

ARTICLE 11 SENIORITY, LAY OFF, RECALL

11.01 (a) Seniority

Seniority for a Nurse commences on the date of the first shift worked as a Nurse for the Employer.

(b) **Same Date Seniority**

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

11.02 Seniority Lists

- (a) The Employer shall post a current Seniority List for Nurses annually in February for thirty (30) days and provide a copy of same to the Local Union. The List shall include the Nurse's employment status – Full-time, Part-time or Casual.
- (b) Should the Union, Local Union, or any Nurse allege an error in a Seniority List, a written objection must be sent to the Employer within thirty (30) days of the date the Seniority List in question was first posted by the Employer. All corrected or final Seniority Lists will be provided by the Employer to the Local Union and shall be deemed to be correct and accurate in all respects.

11.03 Loss of Seniority and Employment

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

- (a) The Nurse is discharged for just cause and is not reinstated.
- (b) The Nurse resigns or retires from employment.
- (c) After recall, the Nurse fails to notify the Employer as set out in lay off provisions unless such notice was not reasonably possible.
- (d) The Nurse is laid off for more than two (2) years, subject to layoff provisions.
- (e) The Nurse is absent from work in excess of three consecutive scheduled shifts or more without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (f) The Nurse who retires from employment loses employment and Service, but if within six months of the retirement, the Nurse returns to work in any Bargaining Unit represented by the Nova Scotia Nurses' Union, the Nurse will maintain the Seniority the Nurse had prior to retirement and may accumulate additional Seniority on Regular basis depending on the status of the appointment after retirement.

- (g) The Nurse fails to return from an approved leave of absence, without notifying the Employer unless such notice was not reasonably possible or takes unauthorized employment while on an approved leave of absence.

11.04 Loss of Seniority

- (a) A Nurse shall lose Seniority in the event that the Nurse has accepted a temporary position with the Employer outside of the Bargaining Unit or has been granted a leave of absence from the Nurse's Bargaining Unit position to accept a permanent position with the Employer and remains outside of the Bargaining Unit for more than seventy-eight (78) weeks.
- (b) In the event that an appointment to a position, as described in Article 11.04 (a), outside the Bargaining Unit is to be longer than specified above, extensions shall only be permissible with the agreement of the Bargaining Unit representatives of the Union Management Consultation Committee. Such agreement shall not be unreasonably denied.
- (c) A Nurse must return to and remain in the Bargaining Unit for a period of at least one (1) month before being employed by the Employer in a position outside of the Bargaining Unit again or they will lose all Seniority held at the time of the subsequent transfer.
- (d) In order to maintain and to continue to accrue Seniority under this provision, the Nurse must agree to pay Union dues for each month they are appointed to a position, as described in Article 11.04 (a), with the Employer outside of the Bargaining Unit following a period of seventy-eight (78) weeks.

The provisions of this Article 11.04 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

11.05 Definition of Layoff

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

The provisions of Articles 11.05 to 11.14 inclusive are not applicable to a Casual Nurse.

11.06 Layoff and Recall

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

11.07 Notice of Layoff

- (a) Twenty-one (21) days' written notice of layoff shall be given to the President of the Local Union and to the Provincial office of the Nova Scotia Nurses' Union except layoff which results from labour disputes or unforeseen circumstances beyond the control of the Employer in which case as much notice as possible will be given.
- (b) The Employer will consult with the Union representatives regarding ways to minimize the adverse effect on the Nurse(s) to be laid off. The Employer may consider additional options presented by the Union. The application of additional options where agreed by the Union and the Employer shall be deemed to not violate the Collective Agreement.
- (c) Fourteen (14) days' written notice of layoff shall be given to the affected Nurses except layoff which results from labour disputes or unforeseen circumstances beyond the control of the Employer at which time as much notice as possible will be given.

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

11.09 The Employer will provide available options to Nurses in receipt of layoff notices (by order of seniority) including regular and temporary vacancies that have not been filled. Nurses shall have forty-eight (48) hours to consider available options and to notify the Employer in writing of their choice.

11.10 Working During Layoff

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

11.11 Recall from Layoff

A Nurse on layoff shall be notified of opportunities for recall in the most expeditious manner possible including telephone, fax, and in person. A formal verification in writing will be provided where the initial contact of recall is other than in writing. Nurses are responsible for leaving their current address and telephone number(s) with the Employer.

11.12 Recall – Accept or Decline

The Nurse shall indicate their intention to accept or decline the recall opportunity to the Employer within forty-eight (48) hours of receipt of the recall notice. If the Nurse accepts the recall, the Nurse must be available to return to the Employer within one (1) week of the notice of recall unless another time period is mutually agreeable between the Nurse and the Employer.

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

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

11.13 New Employees

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

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

ARTICLE 12 VACANCIES AND PROMOTIONS

12.00 Posting

Where a vacancy occurs, a new position is created within the Bargaining Unit or a temporary position exists as the result of a leave of absence of twelve (12) weeks or more, a notice shall be provided to Nurses as soon as possible after the

Employer has determined that the vacancy exists, and Nurses will have a period of five (5) calendar days to submit an application. All applications for vacancies will be in writing. The name of the successful candidate shall normally be provided to the President of the Local Union within fourteen (14) calendar days of the appointment to the position.

12.01 Selection

In the selection of applicants for posted vacant positions in the Bargaining Unit, primary consideration shall be given to skill, ability, and qualifications to perform the required duties. If skills, ability, and qualifications are relatively equal, Regular Seniority shall prevail. For greater clarity, preference will be given to Full-time and Part-time Nurses prior to Casual Nurses.

12.02 If the Employer does not intend to fill a vacancy it shall notify a Labour Relations Representative of the Union.

12.03 Orientation

The Employer shall provide planned and paid Orientation Programs of such content and duration as it deems appropriate taking into consideration the needs of the Employer and the Nurses involved. Such Nurses will not be considered part of core staffing during their Orientation Program, nor will they be provided with primary assignments.

12.04 Preceptorship

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

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

ARTICLE 13 PREGNANCY, PARENTAL and ADOPTION LEAVE

13.00 Nurses will be entitled to unpaid pregnancy, parental and adoption leave in accordance with the Nova Scotia *Labour Standards Code*.

13.01 Leave for Birth or Adoption of Child

On the occasion of the birth or adoption of their child, a Nurse shall be granted special leave of two (2) days and the first day of leave will be with pay.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 2 Should the verbal answer given by the immediate management supervisor not be acceptable to the grievor, the grievance shall be submitted in writing to the Director of Healthcare of New Dawn Home Care within seven (7) working days. The Director or designate shall convene a meeting as soon as reasonably possible with the Union if requested to do so by either party. The Director of Healthcare of New Dawn Home Care or designate shall give a decision in writing within seven (7) working days of receipt of the grievance.

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

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

14.02 Termination of Employment

A Nurse who has been dismissed may file a grievance directly at the second (2nd) step of the grievance procedure within ten (10) days of the notification of the dismissal to a Labour Relations Representative of the Union.

14.03 Policy or Group Grievance

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

14.04 Employer Grievance

The Employer may institute a grievance by delivering the same in writing to the President of the Local Union and the President shall answer such grievance within five (5) working days. If the answer is not acceptable to the Employer, the Employer may within ten (10) working days from the day the President gives her answer, give ten (10) working days' notice to the President of the Local Union of its intention to refer the dispute to arbitration.

14.05 Arbitration – Single Arbitrator

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

14.06 Selection of Single Arbitrator

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

14.07 Pre-Hearing Disclosure

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

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

14.09 The remuneration of a single Arbitrator, shall be in accordance with the provisions of the *Trade Union Act* of Nova Scotia.

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

14.11 Time Limits

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

14.12 Time Limit – Extension

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

- 14.13** Nothing in this Agreement shall preclude the Union and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures.

ARTICLE 15 STAFF DEVELOPMENT AND TECHNOLOGICAL CHANGE

15.00 Letter of Appointment

At the time of hire, or upon change in status, each Nurse shall be provided in writing, with the Nurse's status as a Regular Nurse or Casual Nurse; the Nurse's placement on the increment scale; and where the Nurse is in a Regular or Temporary Position, information describing the Nurse's position with the Employer, including the designation as to their percentage of Full-Time hours.

15.01 Position Descriptions

A Nurse shall have access to a copy of their current position descriptions.

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

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

15.04 Required Education

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

15.05 Technological Change

The Employer undertakes to notify a Labour Relations Representative of the Union in advance, of any technological changes which the Employer has decided to introduce which will impact on the Bargaining Unit.

ARTICLE 16 STAFF HEALTH AND SAFETY

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

16.01 Participation in Joint Occupational Health and Safety Committee

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

16.02 The Employer shall make reasonable provisions in respect to the health and safety of Nurses during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Nurses from injury or

health hazards shall be provided by the Employer and Nurses shall be required to use them. The Union and the Employer shall co-operate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of health and safety of Nurses through the Occupational Health and Safety Committee.

- 16.03** The Union and Employer recognize that a modified work program is a process which gives structure and organization to the activity of returning injured Nurses to the workplace as soon as possible after an accident for which Workers Compensation was paid. The Union and the Nurses agree to participate in return-to-work efforts implemented by the Employer.

16.04 Workers' Compensation

Payment for time lost due to Workers' Compensation injury will be made according to the *Workers' Compensation Act* (Nova Scotia). An illness or injury for which Worker's Compensation is payable shall not be deemed to be sick leave. However, the Employer will allow the Nurse to deduct from the Nurse's sick leave credits payment for lost shifts on the first two days of Workers' Compensation entitlement, provided that the Nurse has sufficient sick leave credits.

ARTICLE 17 PROHIBITION OF DISCRIMINATION AND HARASSMENT

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

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

ARTICLE 18 SICK LEAVE AND GROUP BENEFITS

18.00 Sick Leave Benefits

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

- (b) A Casual Nurse (except a Casual Nurse in a temporary position as provided in Article 18.02) is not entitled to sick leave which means the Casual Nurse is expressly excluded from the provisions of Article 18 except for 18.08.

18.01 Sick Leave Pay

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

18.02 Credit Accumulation

A Nurse cannot use sick leave credits during the probationary period.

A Regular Nurse shall be entitled to 24 hours of paid sick time per calendar year pro-rated based on FTE.

This Article is not applicable to a Casual Nurse (except a Casual Nurse in a Temporary position)

18.03 Evidence of Illness

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

18.04 Union Representation

A Nurse has the right to be accompanied by a representative of the Union in a meeting with the Employer to discuss their ability to attend work regularly due to their health. The Nurse shall be advised of this right prior to the scheduling of a meeting.

18.05 Family or Emergency

Nurses with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of twelve (12) hours per annum (pro-rated for Part-Time Nurses based on FTE) debited against sick leave credits to attend to emergencies where:

- (i) the Nurse's spouse, child or parent has become ill or disabled, in order to make alternate care arrangements where the Nurse's personal attention is required, and which could not be serviced by others or attended to by the Nurse outside of their assigned shifts.

- (ii) there is a critical condition (e.g. Fire) which requires the Nurse's personal attention which could not be serviced by others or attended to by the Nurse outside of their assigned shifts.

The Employer may require verification of the condition claimed.

18.06 Confidential Health Information

The Employer shall store Nurse Health information separately and access thereto shall be given only to persons directly responsible for the administration of occupational health.

18.07 Return to Work from Sick Leave

A Nurse is expected to report to work for all scheduled shifts unless they are on an authorized leave. Where a Nurse has been on an authorized sick leave for a period of two (2) consecutive months or longer, the Nurse must provide a minimum of two (2) weeks' notice of their intended date to return to work, with sufficient medical clearance to return, except where a shorter period of notice is mutually agreed between the Nurse and the Employer. It is the Nurse's responsibility to maintain communication and provide appropriate medical documentation to extend the authorized leave.

18.08 Nurse Health Spending Account

The Employer shall provide a Nurse Health Spending Account in accordance with the employer's policy up to \$400 per annum. Effective January 1, 2023 this amount will be increased to \$500 per annum.

The provision of this Article is applicable to a Casual Nurse.

ARTICLE 19 PORTABILITY OF BENEFITS

19.00 Nurse Mobility

In the event the Employer rehires a Nurse to a regular position within six (6) months of the Nurse leaving or 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 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 and Seniority with the hiring Employer.

This provision is not applicable to a Casual Nurse.

19.01 Canadian Nurse Portability

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

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

ARTICLE 20 TERMINATION OF EMPLOYMENT

20.00 Notice of Resignation

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

When a Nurse resigns, is discharged, retires, or dies, the Nurse or the estate shall receive payment in proportion to any unused vacation leave credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer from any accrued benefits.

20.01 Withdrawal of Resignation

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

20.02 Reasons for Suspension or Termination

In the event of suspension or termination of a Nurse's employment by the Employer, the Nurse shall be given written reasons for the action taken. If this procedure is not followed the action taken shall not be void, but the time limits under Article 14 shall not commence until the notice is given.

20.03 Requirement of Just Cause for Discipline

- (a) It shall be a violation of this Agreement, subject to the Grievance and Arbitration procedures herein, if a Nurse is suspended or disciplined, or has been discharged by the Employer without just cause.
- (b) A Casual Nurse shall not be disciplined except for just and sufficient cause.
- (c) Where the Employer has determined that it will no longer offer work to a Casual nurse, it shall provide the Casual Nurse with a letter so advising within twenty (20) working days of its decision. The discontinuance of the assignment of shifts to a Casual Nurse shall not be deemed to be disciplinary and may not be the subject of a grievance.
- (d) In the event that a Casual Nurse does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, the employment of the Casual Nurse will be deemed terminated and shall not be deemed disciplinary and shall not be the subject of a grievance.

20.04 If a Nurse is dismissed or suspended for cause, the Employer will advise a Labour Relations Representative of the Union in writing as soon as reasonably possible.

20.05 When a Nurse is to be advised in person of a disciplinary action the Employer shall advise the Nurse of the right to elect to have a representative of the Local Union at the meeting. The Employer will give the Nurse and the Local Union Representative reasonable advance notice of the meeting. The Employer will be notified prior to the meeting, of the Nurse's intention to be accompanied by a Local union Representative. Where circumstances warrant an immediate meeting, the meeting may proceed should a representative not be readily available. In the case of a suspension or termination, the Union representation may be provided by a Labour Relations Representative of the Union.

20.06 Disciplinary Record

A Nurse who has been subject to disciplinary action other than suspension may after twenty-four (24) months of continuous Service from the date the disciplinary measure was invoked, request in writing that the personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Nurse's file does not contain any further record of disciplinary action during the

twenty-four (24) month period of which the Nurse is aware. The Employer shall confirm in writing to the Nurse that such action has been effected.

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

ARTICLE 21 ALCOHOL AND DRUG DEPENDENCY

- 21.00** Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging Nurses afflicted with alcoholism or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided a Regular Nurse has sufficient sick leave credits, the Nurse shall be eligible to use the credits to attend one authorized treatment program.

ARTICLE 22 PERSONNEL FILES AND PERFORMANCE APPRAISALS

Performance Appraisal

- 22.00** Where the Employer maintains a performance appraisal program, such appraisals shall be discussed with the Nurse. The Nurse shall have twenty-four (24) hours to assess the evaluation and shall have the opportunity to sign and comment on the evaluation.
- 22.01** The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the personnel file of a Nurse the existence of which the Nurse was not made aware of at the time of filing.
- 22.02** Each Nurse is entitled to have access to the Nurse's personnel file. The Nurse shall have the right to make a copy of materials on the Nurse's personnel file, except those references or appraisals from outside the Employer may not be shown to the Nurse.

ARTICLE 23 UNION MANAGEMENT CONSULTATION COMMITTEE

23.00 The Union and the Employer agree to establish/maintain a Union Management Consultation Committee ("UMCC") which shall be comprised of two (2) representatives from the local and an equal number of representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.

23.01 The Committee shall meet no less than once quarterly. Either party may request additional meetings on two (2) weeks 'notice in which case a meeting will be scheduled if mutually agreeable to the Parties.

23.02 Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting. By mutual agreement items may be discussed if a matter arose after the agenda has been finalized.

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

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

23.04 Minutes are to be drafted by the person appointed to act as secretary to the Committee. The draft minutes shall be typed and circulated by the Employer not later than three (3) calendar weeks following the meeting.

23.05 The Committee shall be responsible for:

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

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

ARTICLE 24 NO STRIKE/NO LOCKOUT

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

ARTICLE 25 REDUCTION IN APPOINTMENT STATUS

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

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

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

operational requirements. The Employer will advise the Local Union if an extension is approved.

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

ARTICLE 26 TERM OF AGREEMENT

- 26.00** This Collective Agreement shall be for the period commencing March 9, 2022 and ending October 31, 2023 and shall remain in effect from year to year thereafter unless one of the Parties hereto notifies the other in writing within a period of not less than sixty (60) working days prior to the automatic renewal date of its intention to revise or amend this Agreement or to conclude a new Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the

4 day of November, 2022

FOR THE UNION

Jane Hackett

FOR THE EMPLOYER

JM Hursey

APPENDIX “A” - WAGES

			% Increase: 3.00%	% Increase: 0.50%
Classification		Sept. 1, 2022 Hourly Rate	Nov. 1, 2022 Hourly Rate	Oct. 31, 2023 Hourly Rate
Licensed Practical Nurse *	Probationary Rate	\$27.9860	\$28.8256	\$28.9697
	Regular Rate	\$29.3833	\$30.2648	\$30.4161

* **Note:** Anyone hired prior to the date of ratification of the Collective Agreement who is in their probationary period will maintain the regular rate.

MEMORANDUM OF AGREEMENT – LPN Team Lead

Whereas there is a need for support in the coordination and documentation of home care services, the Employer has implemented an LPN Team Lead position and this position was filled through an expression of interest to existing Nursing staff.

This position is responsible for coordinating client care with other members of the New Dawn Homecare team, with other health practitioners and healthcare professionals regarding homecare clients. They will assess client needs and keep proper documentation of client nursing care and medication administration.

This position is intended to be worked over and above client care hours, and not worked during regular shifts providing Nursing care to clients. The hours for this position are five (5) hrs/week and the stipend for this role is \$32.00/hour.

In the event that there is a decrease in funding or if the employer determines that it will not continue with this role the NSNU and the incumbent will be notified as soon as possible.

MEMORANDUM OF AGREEMENT – Support LPN Role

Where the Employer determines that LPN support is required to be available on call in addition to the LPN providing Nurse care in the home the LPN will be entitled to compensation in accordance with the MOA On Call Duty.

The parties agree to meet 20 days after the signing of the collective agreement to discuss an equitable sharing of this requirement. The parties acknowledge that the support may be provided by the Nurse Manager. The Team Lead may also volunteer to cover some needs.

Any remaining requirements will be first given to volunteers in order of seniority and any remaining requirement shall be shared equitably by Regular LPNs (and Casual LPNs who volunteer).

MEMORANDUM OF AGREEMENT - On Call Duty

Whereas the parties recognize the need to maintain nursing coverage in the event that the Employer is unable to find a Nurse or if coverage for the Nurse working is required the following provisions will apply,

The parties acknowledge that use of on call to provide nursing coverage or nursing support is intended to address urgent or specific needs and is not a scheduling tool.

The parties are in agreement that if coverage needs change with respect to a client who requires 24/7 care that would increase the need for on-call coverage that the parties will meet to discuss.

On-Call Duty

It shall be a condition of employment that Regular Nurse shall be on-call (i.e. available to return to duty) if required by a client for which the Nurse provides care. The Employer will endeavor to offer such on-call periods to all Nurses and awarded based on seniority (first to Regular Nurses and then to Casuals). However, if no Nurse accepts the on-call duty, the Regular Nurse who was working on the day the need was identified will provide on-call coverage.

Nurses on-call must be accessible by telephone for call-out and must be available to respond within a reasonable time.

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.
- (2) 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.

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, they will receive, in addition to the payment above, compensation as paid for the greater of either:

- (i) a period of four (4) hours for each time a Nurse is called out; or
 - (ii) the time spent at the client's home calculated at the rate of 1.5X the regular rate of pay.
- (b) The shift differential premium and the weekend premium shall be paid for each applicable hour worked on a Call-Out while On-Call.

Telephone Consultations While On-Call

- (a) When a Nurse On-Call is consulted by telephone and as a result will not be required to go to the client's home, the Nurse shall be paid at the Nurse's regular hourly rate for the total time spent on the telephone consultation(s).
- (b) 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.