

Collective Agreement

Between

**Parkland Clayton Park
Aberdeen, Bradford, and Drummond Halls**

and

The Nova Scotia Nurses' Union



Halifax, NS

February 22, 2024 - October 31, 2027

Contents

ARTICLE 1	PREAMBLE	2
ARTICLE 2	RECOGNITION	2
ARTICLE 3	MANAGEMENT RIGHTS.....	3
ARTICLE 4	DEFINITIONS	3
ARTICLE 5	UNION REPRESENTATION AND UNION LEAVES	6
ARTICLE 6	DUES DEDUCTIONS AND UNION SECURITY	10
ARTICLE 7	HOURS OF WORK, OVERTIME, ON CALL, CALL BACK.....	11
ARTICLE 8	SALARIES, INCREMENTS, PREMIUMS	18
ARTICLE 9	LEAVES OF ABSENCES	22
ARTICLE 10	VACATIONS AND HOLIDAYS.....	29
ARTICLE 11	SENIORITY, LAY OFF, RECALL	34
ARTICLE 12	VACANCIES AND PROMOTIONS.....	40
ARTICLE 13	PREGNANCY, PARENTAL and ADOPTION LEAVE.....	41
ARTICLE 14	GRIEVANCE AND ARBITRATION PROCEDURE.....	46
ARTICLE 15	STAFF DEVELOPMENT AND TECHNOLOGICAL CHANGE	49
ARTICLE 16	STAFF HEALTH AND SAFETY	50
ARTICLE 17	PERSONAL PROPERTY.....	53
ARTICLE 18	PROHIBITION OF DISCRIMINATION AND HARASSMENT	53
ARTICLE 19	REGISTERED RETIREMENT SAVINGS PLAN.....	53
ARTICLE 20	SICK LEAVE AND GROUP BENEFITS	53
ARTICLE 21	PORTABILITY OF BENEFITS.....	57
ARTICLE 22	TERMINATION OF EMPLOYMENT	57
ARTICLE 23	ALCOHOL AND DRUG DEPENDENCY	59
ARTICLE 24	PERSONNEL FILES AND PERFORMANCE APPRAISALS	59
ARTICLE 25	UNION MANAGEMENT CONSULTATION COMMITTEE.....	60
ARTICLE 26	WORKLOAD.....	61
ARTICLE 27	NO STRIKE/NO LOCKOUT.....	61
APPENDIX "A":	SALARY SCHEDULE	63
APPENDIX "B":	MEMORANDUMS OF AGREEMENT	64
MEMORANDUM OF AGREEMENT #1	64
Supplementary Leave Credits – Late Career Nurses	64
MEMORANDUM OF AGREEMENT #2	64
UNIFORMS	64
MEMORANDUM OF AGREEMENT #3	64
LPN Transition	64
MEMORANDUM OF AGREEMENT #4	64
Vacation Entitlement	64
APPENDIX "C":	GROUP HEALTH BENEFIT INSURANCE	65
APPENDIX "D":	LINKS TO RELEVANT PROCESSES	66
CLINICAL CAPACITY REPORT	66

ARTICLE 1 PREAMBLE

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

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

THEREFORE, the Parties agree as follows:

ARTICLE 2 RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Nova Scotia Nurses' Union as the sole bargaining agent for all regular Full-Time, Part-Time, and Casual Licensed Practical Nurses and such Nurses in a Temporary position employed by the Shannex RLC Limited, carrying on business as Parkland Clayton Park (Aberdeen, Bradford, and Drummond Halls), except those persons excluded by paragraphs (a) and (b) of Subsection 2 of Section 2 of the Trade Union Act.

2.02 No Interference or Discrimination

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

ARTICLE 3 MANAGEMENT RIGHTS

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

a) Operating and managing the business and operations, establishing standards and procedures for the service, care, safety, welfare and comfort of clients;

b) Maintaining order and efficiency and making or altering rules and regulations to be observed which are not in conflict with any provision of this agreement; and

c) Selecting, hiring, directing, transferring, promoting, demoting, classifying, re-classifying, laying-off, re-hiring, suspending, discharging immediately for just and proper cause or otherwise disciplining Nurses.

3.02 Contracting Out

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

ARTICLE 4 DEFINITIONS

4.01 Casual Nurse

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

4.02 Employer

Means Shannex RLC Limited carrying on business as Parkland Clayton Park (Aberdeen, Bradford, and Drummond Halls)

4.03 Full-Time Nurse

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

- (ii) Means a Nurse who if regularly scheduled for twelve (12) hour shifts, would average eighty (80) hours scheduled bi-weekly over a schedule cycle.

4.04 **Graduate Nurse**

A Nurse who is a new graduate of a Licensed Practical Nurse educational program who holds a conditional license from the Nova Scotia College of Nursing pending completion of initial licensing requirements. A Graduate nurse shall be paid at the rate of LPN 1, until such time as they receive a Licensed Practical Nurse 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.

4.05 **Immediate Family**

Includes the Nurse's spouse (common law); child (stepchild) or ward of the Nurse; parent (stepparent); sibling (stepsibling); grandchild (step-grandchild); grandparent; parent-in-law, child-in-law, and a relative permanently residing in the Nurse's household or with whom the Nurse permanently resides.

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

4.06 **Licensed Practical Nurse**

Is an employee who has a current license to practice as a Licensed Practical Nurse, issued by the **Nova Scotia College of Nursing**.

4.07 **Local Union**

Means the applicable Local of the Nova Scotia Nurses' Union for Shannex RLC Limited, carrying on business as Parkland Clayton Park (Aberdeen, Bradford, and Drummond Halls).

4.08 **Part-Time Nurse**

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

4.09 **Probationary Period**

- (a) Means that period for newly hired Regular or Casual Nurses up to 680 hours worked, including orientation hours. Employment may be confirmed or terminated at any time during this period. Operational requirements

permitting, the Employer shall conduct an appraisal of the Nurse while on a probationary period at approximately the midpoint of the probationary period and at the completion of the period. This probationary period may be extended by mutual agreement between the Employer and a Union representative of the Local Union.

- (b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary Nurse shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- (c) Any Nurse who resigns after completing their probationary period but who is rehired by the same Employer within six (6) months of the Nurse's resignation shall be required to serve a probationary period of up to 300 hours worked. This probationary period may be extended by mutual agreement between the Employer and a Union Representative of the Union Management Consultation Committee.
- (d) A Nurse who changes status from Casual or Regular shall not be required to serve a new probationary period but shall be subject to the applicable trial period for the new position in accordance with Article 12.04.

4.10 **Union Management Consultation Committee**

Means the Committee established in Article 25 of the Collective Agreement.

4.11 **Regular Nurse**

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

4.12 **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.

4.13 **Regular Rate of Pay**

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

4.14 **Hours Paid vs. Hours Scheduled**

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

4.15 **Union**

Means the Nova Scotia Nurses' Union.

4.16 For the purpose of this Agreement, the singular deemed to include the plural and vice versa.

4.17 **Service**

- (a) Refers to a continuous employment relationship, commencing on first shift worked in any position with the Employer, subject to the provisions of Article 21 (PORTABILITY). (Casual Nurses are governed by Article 4.17(b)).
- (b) A Casual Nurse who becomes a Regular Nurse shall have time worked in any position with the Employer commencing on the first shift worked in the most recent employment relationship with the Employer, converted to service, for the purpose of vacation accumulation only on the basis of 1957.5 hours equalling one (1) year of service.

4.18 **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 Nurse filling a Temporary Position shall accumulate the vacation, holiday and sick leave benefits of the Agreement on a pro rata basis to regular hours paid which shall include the straight time hourly equivalent of overtime hours worked to a maximum of the entitlement for a Regular Position. *All other provisions are applicable to the Nurse in a Temporary Position unless specified otherwise.*
- (iii) A Nurse filling a Temporary Position will maintain their entitlement for group health benefits and RRSP entitlement, but scheduling, sick leave accrual, statutory holidays, and vacation benefits will be based on the *Regular Hours Paid*.

ARTICLE 5 UNION REPRESENTATION AND UNION LEAVES

5.01 The Employer will recognize a Union Committee of two members of the bargaining unit. The Employer shall be advised of the names of members of this committee and shall be notified of any changes. It is agreed that Union representatives have their regular duties and responsibilities to perform and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld.

When resuming their regular duties and responsibilities, such Steward will report to their immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent performing the above duties during their regular scheduled working hours.

5.02 **Collective Agreement Administration**

The Employer recognizes the right of the Local Union to elect representatives who shall be responsible for the day-to-day administration of the Collective Agreement.

5.03 **Assistance of NSNU Representative**

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

5.04 **Notice of Participants**

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

5.05 Two (2) representatives from the Local as designated by the Union shall be permitted to attend and shall not suffer loss of pay as a result of involvement in joint negotiations between the Employer and the Union.

(a) A Nurse who is so designated by the Local Union shall be allowed a reasonable amount of time, without loss of regular pay or benefits, to attend meetings with the Employer during normal working hours to assist in matters relating to the Collective Agreement.

(b) Such a representative must request and obtain permission from the Nurse's immediate management supervisor prior to leaving and report to the supervisor immediately upon return. Such permission shall not be unreasonably withheld.

5.06 **Provincial Negotiating Committee**

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

- (b) At the request of the Nova Scotia Nurses' Union, the Employer will maintain pay at the regular rates and benefit coverage for a member of the PNC and the Employer will invoice the Nova Scotia Nurses' Union for all such costs, unless a cost sharing arrangement is agreed to by the Employer(s) and the Union.

5.07 **Reproduction of the Collective Agreement**

The Employer and the Union agree to make available the Collective Agreement in an electronic format to the Nurses.

Upon request by a Nurse, the Employer will provide a copy of the agreement to the Nurse within one calendar week.

5.08 **Union Leave**

- (a) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request, the Employer shall grant leaves of absence without pay for one (1) Nurse from the Facility chosen to represent the Nurses' Union at the Annual and/or Provincial Meetings.
- (b) Additional Nurses may request an unpaid leave of absence to attend the Annual and/or Provincial Meetings of the Union, and such request shall be granted subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request.
- (c) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given reasonable advance notice of the request, the Employer shall grant leaves of absence without pay for a member of the Nova Scotia Nurses' Union Board of Directors, or Provincial Committee, (except the Provincial Negotiating Committee which is governed by Article 5.06) to attend such Board or Committee meetings.
- (d) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay, the Employer will make every reasonable effort not to cancel Union Leave once it has been approved.

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

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

5.11 **Leave of Absence for the Full-Time President**

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

- (a) Upon reasonable notice, a Nurse elected or appointed as President of the Union shall be given a leave of absence without pay for the term(s) they are to serve, commencement and termination dates, as determined by the Union.
- (b) All benefits of the Nurse shall continue in effect while the Nurse is serving as President, and, for such purposes, the Nurse shall be deemed to be in the employ of the Employer and Service and Seniority will continue to accrue. The Union will provide the Employer with an accounting of benefit use such as paid sick leave, vacation and holiday pay on basis to be agreed upon by the Employer and the Union. The Employer will adjust the records of the Nurse accordingly.
- (c) The gross salary of the President shall be determined by the Union and paid to the President by the Employer on a bi-weekly basis, and the amount of this gross salary shall be reimbursed to the Employer by the Union on a basis to be agreed upon by the Employer and the Union.
- (d) The Union shall reimburse the Employer its share of contributions for E.I. premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the Nurse during the period of leave of absence.
- (e) Upon expiration of 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.

5.12 **Acquaint Newly Hired Nurses**

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

5.13 **Union Orientation**

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

5.14 **Mutual Agreements**

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

5.15 **Bulletin Boards**

In Bradford and Drummond Hall Nursing Offices the Employer shall provide the Union and the Local Union with bulletin board space for the exclusive posting of notices by the Union pertaining to Union elections, appointments, meeting dates, news items, social and recreational affairs. All postings will be respectful towards the Employer, Nurses and the Union.

5.16 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the General Manager or designate and the President of the appropriate Local Union. A copy of any correspondence between the Employer and any Nurse in the Bargaining Unit pertaining to discipline shall be forwarded to the President of the appropriate Local.

ARTICLE 6 DUES DEDUCTIONS AND UNION SECURITY

6.01 **Membership**

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

6.02 **Union Dues Deductions**

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

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

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

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

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

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

6.08 **Licensing Body Deduction**

The Employer may deduct the annual professional registration dues payable by a Nurse from the salary of the Nurse on written request by the Nurse. It is the responsibility of Nurses to provide the Employer with the required information regarding licensing in a timely manner.

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

7.01 **Normal Work Week**

(a) Subject to the Employer's right to determine work schedules, the normal hours of work for Full-Time Nurses shall be eighty (80) hours per two (2) week period. Regular hours may exceed eighty (80) hours bi-weekly provided they average eighty (80) hours bi-weekly over the complete period of rotation.

7.02 **Breaks**

The following breaks will occur during each scheduled shift length:

Shifts of eight (8) hours, but less than twelve (12) hours in length-One (1) unpaid meal break of 30 minutes and Two (2) paid breaks of 15 minutes each.

Shifts of twelve (12) hours or more in length-One (1) unpaid meal break of 45 minutes; and Three (3) paid breaks of 15 minutes each.

7.03 **Meal and Rest Breaks**

- (a) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow each Nurse to have designated meal and rest break(s) at regular intervals during the shifts.
- (b) The Employer shall make every reasonable effort to ensure that no Nurse will work longer than five (5) consecutive hours without a break, unless mutually agreed between the Nurse and the Employer.
- (c) Nurses shall be permitted to combine meal and/or rest break(s) where operationally possible.
- (d) Operational requirements may require that Nurses remain on the nursing unit or within the facility for their designated meal and rest break(s).
- (e) Where operational requirements prevent a Nurse from having an uninterrupted meal or rest break(s) and it is not possible to reschedule the missed break(s) or a portion of the break(s) during the remainder of the shift, the Nurse shall be compensated for the portion of the missed meal period or rest period, at the straight time rate of the Nurse's hourly rate for the period of the rest and meal break(s) missed.

7.04 **Days Off**

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

- (a) **12 Hour Full Time Nurses**
 - (i) shall have at least seven (7) days off in each two (2) week period unless mutually agreed upon otherwise
 - (ii) shall not be required to work more than three (3) consecutive day shifts or three (3) consecutive night shifts between days off unless mutually agreed upon otherwise.
- (b) **12 Hour Part-Time Nurses:**
Will be required to do no more than three (3) consecutive shifts with a minimum of two (2) consecutive days off unless mutually agreed upon otherwise.

For Nurses scheduled to work eight (8) hour shifts, the following shall apply:

- (c) Each Full-Time Nurse shall receive four (4) days off in each two (2) week period. The Employer shall give such days off in no more than three (3) segments unless mutually agreed upon otherwise.

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

7.05 **Weekends Off**

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

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

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

7.06 **Limit on Consecutive Days of Work**

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

7.07 **Time Off Between Shifts**

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

For Nurses scheduled to work eight (8) hour shifts, the Employer will schedule at least sixteen (16) hours off between regularly scheduled shifts unless mutually agreed otherwise. This provision is not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

7.08 **Posting of Schedules**

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

Before schedules are drawn up, a Nurse requiring specific days off shall submit, in writing, a request for such days off and the Employer will endeavour to grant such requests.

Two (2) weeks in advance Part-Time Nurses must indicate to the Employer their non-availability to work extra shifts.

7.09 **Additional Shifts**

- (a) After a schedule has been posted, where additional shifts become available because of short-term absences the shift will be offered via mobile application and the following will apply:
 - (i) the most senior nurse what indicated availability within the application will be offered the shift.
- (b) if the shift(s) is not filled under (a), the shift shall be assigned to Part-Time Nurses at the Facility on the basis of availability (at straight time rates) and Seniority.
- (c) if the shift(s) is not filled under (a) or (b), the shift shall be offered to Part-Time Nurses, Casual Nurses or Full Time Nurses on their smooth week at the facility on the basis of availability (at straight time rates) and Seniority. In the event a Full-Time Nurse works a shift during their smooth week, hours will not be deducted from their Vacation and Holiday bank for that shift.

7.10 **Shift Exchanges**

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

- (a) there must be no increased cost to the Employer;
- (b) the shift exchange must be the same number of hours; and
- (c) shifts exchanged must be in the current or following pay period.
- (d) employees are to give at least 48 hours' notice whenever possible of a Shift Exchange request.

7.11 **Notice of Change of Master Schedule**

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

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

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

7.12 **Changed Schedules/Changed Shifts**

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

- (a) A minimum of forty-eight (48) 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 forty-eight (48) hours' notice prior to the start of the original shift, the Nurse shall be compensated at the overtime rate for each hour worked.
- (c) The requirement to work additional hours continuous to an assigned shift (whether before the shift or after the shift) is not a change of schedule and the Nurse shall be compensated for the additional hours in accordance with the overtime provisions (set out in Article 7.15) of this Collective Agreement.
- (d) Casual Nurses may have relief shifts cancelled with three (3) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled relief shift, the Casual Nurse shall be provided with work or be paid for the cancelled relief shift.

7.13 **Guaranteed Work**

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

7.14 **Call Back**

When a Nurse is required to report back to work after leaving the premises of the Employer following completion of a shift, but before the commencement of their 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 7.15, whichever is greater.

7.15 Overtime

- (a) Nurses working an eight (8) hour rotation, shall be compensated in accordance with the overtime provisions of Article 7.15 (d) and (e), for each hour worked in excess of eight (8) hours in any one day;
- (b) Nurses working a twelve (12) hour rotation, shall be compensated in accordance with the overtime provisions of Article 7.15 (d) and (e) , for each hour worked in excess of twelve (12) hours in any one day;
- (c) Nurses who work a combination of eight (8) and twelve (12) hour shifts shall be compensated in accordance with the overtime provisions of Article 7.15 (d) and (e) if they are required to work in excess of eight (8) hours in any one day. If Nurses agree to work in excess of eight (8) hours in any one day they shall be paid their regular rate of pay until they work in excess of twelve (12) hours in any one day, in which case they shall be compensated in accordance with the overtime provisions of Article 7.15 (d) and (e).
- (d) Time worked in addition to the regular scheduled shifts or time worked in a bi-weekly pay period that is in excess of the following, shall be compensated at a rate of one and one-half times (1.5 x) the Nurse's regular hourly rate for the overtime worked, subject to the provisions of Article 7.15(e):
 - (i) For Full Time Nurses on a scheduled day off;
 - (ii) In excess of eighty (80) hours bi-weekly for Nurses working eight (8) hour rotations;
 - (iii) In excess of eighty-four (84) hours bi-weekly for Nurses working twelve (12) hour rotations;
 - (iv) In excess of eighty-four (84) hours bi-weekly for Nurses working eight (8) and twelve (12) hour shifts in the same rotation or in excess of twelve (12) hours in any one day or if required to work in excess of eight (8) hours in any one day as set out in Article 7.15.(c);
- (e) Overtime must be approved or authorized by the Departmental Supervisor or designate
- (f) Overtime shall be paid within two (2) pay periods of its occurrence.

- (g) 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
- (h) Casual Nurses (except Casual Nurses working in a Temporary Position) shall only be entitled to be paid overtime after working eighty-two and one half (82.5) hours in a bi-weekly period.

7.16 **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 for supplying the Nurse(s) with a meal. If a meal is not available, the Nurse will be permitted to order a meal not to exceed Fifteen Dollars (\$15.00). The Nurse shall be reimbursed upon presentation of a receipt for a meal.
- (b) Where it is known to the Employer that an overtime assignment is to be in excess of four (4) hours, the Nurse who is required to work the overtime beyond their scheduled hours of work shall be granted a fifteen (15) minute paid break prior to the commencement of the overtime.

7.17 **Nursing Coverage**

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

7.18 **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.

7.19 **Transportation**

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

7.20 **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. Such change requires the approval of the Employer. Such approval shall not be unreasonably denied.

7.21 **Maximum Hours of Work**

- (a) Nurses shall not normally be required to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Nurse reports to work, except as set out in Article 7.18 Nursing Coverage.
- (b) In extraordinary circumstances where the Employer requires a Nurse to work beyond sixteen (16) hours in a twenty-four (24) hour period, the Nurse's manager will ensure that options including but not limited to overtime or short notice change of schedule, have been exhausted by the Employer prior to requiring a Nurse to work beyond sixteen (16) hours. The Employer will ensure the Nurse has appropriate supports to mitigate the impact of working beyond sixteen (16) hours, including but not limited to modifying the Nurses' assignment and providing additional rest periods.
- (c) Any Nurse required to work beyond sixteen (16) hours in a 24 h period shall have their next scheduled shift off, if it is within the next 24 hours where operational requirements permit.
- (d) Where a Nurse has been required to work beyond sixteen (16) hours, the Nurse will complete a Clinical Capacity report.

ARTICLE 8 SALARIES, INCREMENTS, PREMIUMS

8.01 **Recognition of Previous Experience**

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

- (a) A Nurse with less than 1957.5 hours of satisfactory recent nursing experience shall be placed at the start rate of the applicable salary scale of Appendix "A".

- (b) A Nurse with a minimum of 1957.5 hours of satisfactory recent nursing experience shall be placed at the Step one rate of the applicable salary scale of Appendix "A".
- (c) A Nurse with a minimum of 3,915 hours of satisfactory recent nursing experience shall be placed at the Step two rate of the applicable salary scale of Appendix "A".
- (d) A Nurse with a minimum of 5,872.5 hours of satisfactory recent nursing experience shall be placed at the Step three rate of the applicable salary scale of Appendix "A".
- (e) A Nurse with a minimum of 7,830 hours of satisfactory recent nursing experience shall be placed at the Step four rate of the applicable salary scale of Appendix "A".
- (f) A Nurse with a minimum of 9,787.5 hours or more of satisfactory recent nursing experience shall be placed at the Step five rate of the salary scale of Appendix "A".
- (g) A Nurse with twenty-five (25) years or more of satisfactory recent nursing experience shall be placed at the twenty-five (25) year rate of the salary scale of Appendix "A".

8.02 **Movement on Increment Scale - Regular Nurses**

Anniversary Date – Regular Nurses

- (a) "Anniversary Date" for the purposes of Article 8 means the date of the first shift worked in a Regular Position.
- (b) On a year to year basis following 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".
- (c) The original Anniversary Date is portable pursuant to the provisions of Article 21.
- (d) When a Nurse is appointed to a position with a higher classification and pay scale, the original Anniversary Date does not change. The Nurse is appointed to the level on the increment scale appropriate to their Anniversary Date.

8.03 **Movement on the Increment Scale – Casual Nurses**

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

8.04 **Anniversary Date – Casual Nurse**

The date of the first shift worked as a Casual Nurse. Anniversary Date may change based on the provisions of Article 8.03 of the Collective Agreement.

8.05 **Casual Nurses Appointed to Regular Positions**

- (a) If a Casual Nurse is appointed to a Regular Full-Time or Regular Part-Time Position with 250 hours of the 1000-hour threshold for movement to the next level of the increment scale, they shall advance to their next level on the increment scale on the date of appointment to the Regular Position. This date shall become the Nurse's Anniversary Date for the purposes of movement through the increment scale only. The Service and Seniority of the Casual Nurse are not affected by the change to the Anniversary Date
- (b) A Casual Nurse who is appointed to a Regular Position may use all hours worked as a Nurse in Nova Scotia regardless of the employer for the purpose of being placed on the increment scale for the Regular Position. Such Casual Nurse must provide satisfactory evidence of all hours worked with other employers within thirty (30) days of the appointment and their higher placement on the increment scale shall be effective upon the provision of satisfactory evidence.

8.06 **Casual Nurses Appointed to Temporary Positions**

Where a Casual Nurse fills a Temporary Full-Time or Temporary Part-Time Position, the hours paid in the Temporary Position are casual hours and movement through the increment scale remains in accordance with Article 8.03.

8.07 **Rates of Pay**

Nurses shall be paid in accordance with the rates of pay set out in Schedule "A". The regular hourly rate of a Nurse shall be determined by dividing the yearly increment rate of the Nurse, as set out in Appendix "A" by 1957.5 hours.

8.08 **Pay Day**

- (a) The Employer shall pay each Nurse every two (2) weeks. The amount shall be in accordance with the applicable hourly rate for the Nurse's classification and increment level listed in Appendix "A". Payment will include regular pay and will include any other income earned during the preceding pay period. Every effort will be made to supply requested information to a Nurse as to the amount paid on or before pay day.
- (b) In the event that an error made by the Employer results in a Nurse not receiving four (4) or more hours or wages earned in any one pay period, the Employer will endeavor to adjust the error and pay the wages within five (5)-business days of the error having been identified.

8.09 **Pay Practices**

The Employer recognizes the importance of regularity in pay practices and to the greatest extent possible the Employer will not alter the payment routines. Nurses will be notified in writing by the Employer not less than sixty (60) days in advance of a change to the pay practices.

8.10 **Pay in Lieu of Benefits**

In lieu of the vacation provided to Nurses under this agreement, Casual Nurses while not in a Temporary Position, shall be compensated according to the Nova Scotia Labour Standards Code.

8.11 **Facility Responsibility Pay**

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

8.12 **New Classification**

Should a new position or new classification be created within the bargaining unit during the term of this Agreement, the Employer and the Union will decide the rate of pay. Nothing herein prevents the Employer from filling such positions and having Nurses working in such positions during such negotiations. The salary,

when determined, will be retroactive to the date on which the successful candidate commenced work in that classification.

8.13 Retroactivity

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

8.14 Nurses who have resigned shall have thirty (30) days after the signing of this Agreement to apply in writing for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.

ARTICLE 9 LEAVES OF ABSENCES

9.01 Leave Without Pay

- (a) Subject to operational requirements, the Employer shall grant a leave of absence without pay for personal reasons. The request will not be unreasonably denied. A request by a Nurse for a leave of absence without pay for personal reasons in order to pursue alternate employment with another employer may be denied by the Employer or granted by the Employer at its sole discretion.
- (b) Nurses shall be entitled, during the unpaid LOA, to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Benefit Plans, provided the Nurse pays 100% of the cost of the participation (both the Employer and Nurse portion) in the Benefit Plans.

When a Nurse commences personal leave:

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

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

9.02 **Working During Leave of Absence**

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

9.03 **Return From Leave of Absence**

- (a) Before a Nurse may return to work from a leave granted under Article 9.01, the Nurse 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.

9.04 **Orientation After Leaves in Excess of Six (6) Months**

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

9.05 **Bereavement Leave**

Immediate Family is defined in Article 4.05 and repeated here for convenience:

includes the Nurse's spouse (common law); child (stepchild) or ward of the Nurse; parent (stepparent); sibling (step-sibling); grandchild (step-grandchild); grandparent; parent-in-law, child-in-law, and a relative permanently residing in the Nurse's household or with whom the Nurse permanently resides.

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.

- (a) If a death occurs in the immediate family of a Nurse when the Nurse is at work, or scheduled to go to work on that day, then the Nurse shall be granted leave with pay for the Nurse's scheduled shift or the remainder of the scheduled shift until the commencement of bereavement leave.
- (b) In the event of a death in the Nurse's Immediate Family, 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 those five (5) days leave if the death had not occurred.
- (c) Up to two (2) consecutive days bereavement leave with pay shall be granted for the purpose of attending the funeral of a sibling-in-law, aunt or uncle, niece or nephew provided that such day is the Nurse's normally scheduled working day.
- (d) If a Nurse is required to travel out of province to attend a ceremonial observance of the death/funeral service, the Nurse will be entitled to an additional two (2) days unpaid leave consecutive to the bereavement leave. The Nurse may request that such leave be paid from accumulated vacation or Holiday banks.
- (e) If a Nurse is on vacation at the time of the bereavement leave, the Nurse shall be granted bereavement leave and be credited the appropriate number of days to their vacation credits.
- (f) A Nurse who would be on a leave of absence other than compassionate leave shall not be eligible for bereavement leave with pay.
- (g) A Nurse when, for any reason other than bereavement leave would not be considered to be at work, if a death in the Immediate Family should occur, shall not be eligible for bereavement leave with pay.

- (h) 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 death. Deferred bereavement leave shall be taken within twelve (12) months of the date of the death.
- (i) The provisions of Article 9.06 (b) through 9.06 (h) inclusive are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

9.06 **Compassionate Care Leave**

- (a) A Nurse who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave for Compassionate Care Leave pursuant to the Labour Standards Code, as amended from time to time. A Nurse who intends to take this leave shall advise the Employer as soon as possible.
- (b) The Employer shall grant to the Nurse the option of maintaining membership in the benefit plans in which the Nurse participated before the beginning of the leave (subject to the eligibility requirements of the Plan(s)) and shall notify the Nurse in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits.
- (c) Where the Nurse opts in writing to maintain membership in the benefit plans, the Nurse shall enter into an arrangement with the Employer to pay the cost required to maintain membership, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

9.07 **Court Leave**

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

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

- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (d) The leave of absence shall be sufficient in duration to permit the Nurse to fulfil the witness or jury obligation.
- (e) A Nurse given Court leave of absence without loss of regular pay shall pay to the Employer the amount that the Nurse receives for this duty.
- (f) The Nurse shall advise the Employer as soon as possible after receipt of a jury notice or subpoena.
- (g) All compensation received by the employee for any scheduled day of work for such jury duty will be paid over to the Company provided that the Employee receives the greater amount.

Provision (c) is applicable to a Casual Nurse provided the Casual Nurse is appearing as a witness for the Employer, otherwise the provisions of this Article 9.07 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position)

9.08 Public Office Leave

- (a) 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 four (4) years.
- (b) Upon return, the Nurse will be placed in a position determined in accordance with the needs of the Employer at that time. The Nurse shall be placed on the same level of the increment scale the Nurse formerly occupied prior to commencing the leave of absence. The Nurse shall retain all benefits which accrued up to the time the Nurse commenced the leave of absence, including Service. The Nurse shall continue to accrue Seniority during the leave of absence.

9.09 Education Leave

- (a) The Employer may grant a leave of absence without pay for educational purposes to a Nurse who has been employed for a minimum of one year. Such leave must be requested at least three (3) months in advance of the requested commencement date and the nature of the educational program must be directly related to the skills and requirements of the Employer.

- (b) A Nurse on Education Leave shall retain those benefits which accrued up to the time the Nurse commenced the leave of absence. The Nurse shall continue to accrue Service and Seniority during the leave of absence.
- (c) On return, the Nurse shall return to the same or equivalent previous position and appointment status that the Nurse had prior to commencing the leave, unless mutually agreed upon otherwise.
- (d) A Nurse on Education Leave may be permitted to work for the Employer while on Education Leave subject to the principles set out in Article 9.01.
- (e) Subject to the provisions of the applicable benefits plans, a Nurse on an educational leave of absence may maintain membership in the plans if the Nurse agrees to pay both the Employer and Employee share of the contributions.

Where a Nurse is on approved education leave:

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

9.10 **Leave for Storm Or Hazardous Conditions**

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

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

The provisions of this Article 9.10 (b) and (c) are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position).

9.11 **Adverse Weather Conditions**

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

- (a) Paid for a full shift if the Nurse arrives for work within the first two (2) hours of the scheduled shift.
- (b) Only be paid for hours of actual work if the Nurse arrives past the first two (2) hours of their scheduled shift.
- (c) A Nurse who has been called in or who is working overtime as a result of replacing the Nurse who is late, shall be paid for all hours worked at applicable rates. At the time of arrival of the originally scheduled Nurse, the replacement Nurse will be relieved, and no further payment will ensue.
- (d) The above clauses do not remove the responsibility from a Nurse to contact the Employer, if able, in regard to their intent to come to work.
- (e) Such time shall not be referred to or used in calculations with respect to the attendance of the Nurse.

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

9.12 **Leave for Parent of a Critically Ill Child**

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

9.13 **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.

9.14 **Leave for a Reservist**

Nurses shall be granted Leave for a Reservist in accordance with the Labour Standards Code of Nova Scotia.

9.15 **Leave for Care of a Critically Ill Adult**

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

9.16 **Leave for Crime-related Death or Disappearance of a Child**

Nurses shall be granted Leave for Crime-related Death or Disappearance of a Child in accordance with the Labour Standards Code of Nova Scotia.

ARTICLE 10 VACATIONS AND HOLIDAYS

10.01 **Annual Vacation Accumulation**

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

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

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

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

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

Annual vacation leave shall accumulate as follows:

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

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

10.02 **Maximum Accumulation**

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

10.03 **No Waiver of Vacation Leave (Full-Time)**

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

10.04 **Annual Vacation Pay**

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

10.05 (a) **Vacation Carry Over**

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 carryover shall not normally exceed 37.5 hours.

(b) **Carry Over of Annual Paid Vacation Leave**

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

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

10.06 **Vacation Scheduling – General**

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

- (d) No Nurse shall normally be granted vacation between December 15 and January 10, however where, in the opinion of the Employer, there are exceptional circumstances and the vacation leave would not affect operational needs/efficiency, then the Nurse may be granted vacation during this period.
- (e) Subject to operational requirements and operational efficiency, it shall be permissible for Nurses to take vacation time in small allotments.

10.07 Summer Vacation Scheduling

The Employer shall post a vacation request schedule by February 1st of each year.

Employees shall select their respective vacation period by March 1st. Vacation preference will be granted in order of seniority, subject to operational requirements which will be the determining factor in granting vacation requests.

Employees who have not indicated their preference by March 1st shall not be permitted to displace junior Employees who have made their selection in accordance with the time frames outlined in this Article.

The Employer shall post no later than April 1st a finalized list upon which the Employee's vacation dates shall appear.

The vacation schedule will not be changed unless mutually agreed upon between the Company and the affected Employees.

10.08 Other Vacation Scheduling

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

10.09 Sick Leave During Vacation

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

10.10 Annual Vacation Cancellation

The Employer will make every reasonable effort not to require a Nurse to return work after the Nurse has commenced paid vacation leave. The Nurse returning to work during paid vacation leave, shall be paid two times (2x) 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.

10.11 Vacation Accrual upon Termination/Resignation

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

10.12 Holidays

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

New Year's Day	Natal Day
Heritage Day	Labour Day
Good Friday	National Truth and Reconciliation Day
Thanksgiving Day	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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

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

10.13 Entitlement to Paid Holiday Leave Credits

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

Paid holiday leave credits shall be earned by a Nurse on the basis of regular hours paid. A Nurse shall accumulate entitlement on the basis of one (1) hour of

holiday credit for each (21.6) regular hours paid (including the straight time hourly equivalent to overtime hours worked) to a maximum accrual of (90) hours of holiday credits in a fiscal year period.

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

10.14 Effective January 1st, 2025, If the Government of Canada or the Province of Nova Scotia officially proclaims an additional holiday(s), such shall be added as a recognized holiday.

10.15 **Holiday Premium Pay**

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

- (a) A Full-Time, Part-Time or Casual Nurse who is regularly scheduled to work on a recognized Holiday shall be paid at the rate of one and one-half times (1.5 x) the Nurse's regular rate of pay; or
- (b) A Full-Time, Part-Time or Casual Nurse who works overtime (as defined in Article 7.15) on a recognized Holiday shall be paid at the rate of two times (2 x) the Nurse's regular rate of pay for the overtime worked.

10.16 **Part-Time Nurses**

Part-Time Nurses shall be paid out holiday pay every six (6) months (the second pay period in January and the second pay period in July) for holiday pay earned the previous six (6) months.

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

10.18 **Hours of Holiday**

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

10.19 **No Pyramiding**

There shall be no pyramiding of benefits.

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

10.21 **Scheduling Christmas and New Year's Holidays**

- (a) Nurses will be given an opportunity to self-schedule the Christmas and New Year's holidays. If an agreement cannot be reached, the Employer will schedule Nurses so that each Nurse shall have either Christmas or New Year's off on the actual day, unless mutually agreed otherwise; should the Employer do the scheduling, it will be done on an alternate basis, i.e. Christmas off one year and New Year's off the next.

10.22 **Holiday and Sick Leave Pay**

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

10.23 **Smoothing**

- (a) For a Full-Time Nurse who is working a twelve (12) hour rotating shift schedule, the eight (8) hour holiday off referred to in Article 10.12 shall be built into the rotation as a combination of seven and one half (7.5) hours holiday pay and three and three quarters (3.75) hours vacation pay provided the Nurse has sufficient vacation in their bank.
- (b) In the event that any of the eight (8) hour holidays are not built into the rotation, the holiday off will be scheduled at a mutually agreed upon time.
- (c) In the event that the Nurse has any banked holiday time remaining on January 31, the holiday will be paid out on the first pay day in March.
- (d) The scheduling practice referred to in Article 10.22 (a) may be discontinued by the Employer with notice in accordance with Article 7.11 (Notice of Change of Master Schedule).

ARTICLE 11 SENIORITY, LAY OFF, RECALL

11.01 (a) **Regular Seniority**

Seniority for a Regular Nurse commences on the date of the first shift worked as a Regular Nurse in the Bargaining Unit.

(b) **Casual Seniority**

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

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

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

(d) **Same Date Seniority**

(i) **Regular Nurses**

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

(ii) **Casual Nurse**

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

11.02 **Seniority Conversion**

- (a) A Nurse who changes employment status from Regular to Casual shall have the Nurse's Regular Seniority converted to hours paid on the basis of one (1) year of Casual Seniority equalling 1957.5 hours paid and shall then accumulate further Casual Seniority on the basis of regular hours paid.
- (b) A Casual Nurse while working in a Temporary Position shall have hours paid while in the Temporary Position accumulate on the Casual Seniority list.
- (c) A Nurse hired to a Temporary Position shall be a Casual Nurse and accumulate Casual Seniority for the hours paid in the Temporary Position. In the event the Nurse becomes a Casual Nurse and continues in an

employment relationship at the completion of the temporary period the Casual Seniority shall continue to accumulate.

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

11.03 **Seniority Lists**

- (a) The Employer shall post a current Regular Seniority List for Regular Nurses and a Casual Seniority List for Casual Nurses annually in February for thirty (30) days and provide a copy of same to the Local Union.
- (b) Should the Union, Local Union, or any Nurse allege an error in a Seniority List, a written objection must be sent to the Employer within thirty (30) days of the date the Seniority List in question was first posted by the Employer. All corrected or final Seniority Lists will be provided by the Employer to the Local Union and shall be deemed to be correct and accurate in all respects.
- (c) A record as to the hours worked by Casual Nurses shall be maintained by the Employer and be made available to a Labour Relations Representative of the Union. This record shall constitute the Casual Seniority List.

11.04 **Loss of Seniority and Employment**

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

- (a) The Nurse is discharged for just cause and is not reinstated.
- (b) The Nurse resigns or retires from employment.
- (c) After recall, the Nurse fails to notify the Employer as set out in lay off provisions unless such notice was not reasonably possible.
- (d) The Nurse is laid off for more than two (2) years, subject to layoff provisions.

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

11.05 Loss of Seniority

- (a) A Nurse shall lose Seniority in the event that the Nurse has accepted a temporary position with the Employer outside of the Bargaining Unit or has been granted a leave of absence from the Nurse's Bargaining Unit position to accept a permanent position with the Employer and remains outside of the Bargaining Unit for more than eighteen (18) months.
- (b) In the event that an appointment to a position, as described in Article 11.05 (a), outside the Bargaining Unit is to be longer than specified above, extensions shall only be permissible with the agreement of the Bargaining Unit representatives of the 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 the Nurse 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 the Nurse is appointed to a position, as described in Article 11.05 (a), with the Employer outside of the Bargaining Unit following a period of eighteen (18) months.

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

11.06 **Definition of Layoff**

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

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

11.07 **Layoff and Recall**

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

11.08 **Notice of Layoff**

- (a) Twenty-eight (28) days' written notice of layoff shall be given to the President of the Local Union and to the Provincial office of the Nova Scotia Nurses' Union except layoff which results from labour disputes or unforeseen circumstances beyond the control of the Employer in which case as much notice as possible will be given.
- (b) The Employer will consult with the Union representatives regarding ways to minimize the adverse effect on the Nurse(s) to be laid off. The Employer may consider additional options presented by the Union. The application of additional options where agreed by the Union and the Employer shall be deemed to not violate the Collective Agreement.
- (c) Twenty-one (21) days' written notice of layoff shall be given to the affected Nurses except layoff which results from labour disputes or unforeseen circumstances beyond the control of the Employer at which time as much notice as possible will be given.

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

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

11.11 **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.

11.12 **Recall From Layoff**

A Nurse on layoff shall be notified of opportunities for recall in the most expeditious manner possible including telephone, email, 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, email, and telephone number(s) with the Employer.

11.13 **Recall – Accept or Decline**

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

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

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

11.14 **New Employees**

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

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

ARTICLE 12 VACANCIES AND PROMOTIONS

12.01 Posting

Where a vacancy occurs, a new position is created within the Bargaining Unit or a temporary position exists as the result of a leave of absence of twelve (12) weeks or more, a notice shall be posted at the Facility as soon as possible after the Employer has determined that the vacancy exists and such notice shall be posted for a period of twelve (12) calendar days. All applications for vacancies will be in writing. The name of the successful candidate shall normally be provided to the President of the Local Union within fourteen (14) calendar days of the appointment to the position.

12.02 Selection

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

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

12.04 Trial Period

- (a) The Nurse shall be placed on a trial period for four hundred and ninety-five (495) hours worked in the new position. If the Nurse proves unsatisfactory in the new position, or chooses to return to the Nurse's former position, during the trial period, the Nurse shall be returned to the Nurse's former position and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position and salary without loss of Seniority.
- (b) Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the period of four hundred and ninety-five (495) hours worked. The Employer may not extend the trial period for a period greater than two hundred and forty-five (245) hours worked. In such case the Employer will provide written notice to the Nurse affected by the extension, a Labour Relations Representative of the Union, and any other Nurse(s) originally promoted or transferred in this appointment process.

12.05 Orientation

The Employer shall provide planned and paid Orientation Programs of such content and duration as it deems appropriate taking into consideration the needs

of the Employer and the Nurses involved. Such Nurses will not be considered part of core staffing during their Orientation Program, nor will they be provided with primary assignments.

12.06 **Designated Postings**

- (i) 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.
- (ii) The Employer shall provide the Union with the rationale for the designated posting.
- (iii) The Union shall respond within 5 working days of receipt of the information in (ii) and the Union shall not unreasonably refuse the request.
- (iv) Eligible, qualified Nurses, as per (i) of the bargaining unit will be given preference over external applicants.
- (v) If the position cannot be filled as per this article the position will be reposted and filled in accordance with Article 12 Job Posting.

12.07 **Preceptorship**

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

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

ARTICLE 13 PREGNANCY, PARENTAL and ADOPTION LEAVE

13.01 Pregnancy/Birth Leave/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 not 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) Nurses on pregnancy leave shall not accrue hours worked for the purposes of vacation, sick time, or holidays. The clauses of this Article shall be considered as being automatically amended should applicable legislation be changed to provide benefits more favourable to the Employees than those contained herein.
- (g) 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 elect that such leave be paid by charging the time to the Nurse's sick leave, accumulated vacation, accumulated holiday, or accumulated overtime. A Nurse shall not be placed or advanced, as part of the Attendance Support Program (ASP), as a result of this absence period.
- (h) If a pregnancy ends after the 19th week of pregnancy, the Nurse shall be entitled to up to sixteen (16) weeks of Pregnancy Leave.

13.02 **Pregnancy Leave Notice**

- (a) A pregnant Nurse shall provide the Employer with at least four (4) weeks' notice of the date the Nurse intends to begin pregnancy leave. Such notice and start date of the leave may be amended:
 - (i) by changing the date in the notice to an earlier date for medical reasons as verified by the Nurse's attending physician. In such cases the Nurse will provide as much advance notice of the revised start date of the leave as is possible; or,
 - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,

- (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice as required under Article 13.02 (a) is not possible due to circumstances beyond the control of the Nurse, the Nurse will provide the Employer as much notice as reasonably practicable of the commencement of the Nurse's leave or return to work.
- (c) The Employer shall not terminate the employment of a Nurse because of the Nurse's pregnancy.

13.03 **Pregnancy Sick Leave**

Leave for illness of a Nurse arising out of or associated with a Nurse's pregnancy prior to the commencement of, or the ending of pregnancy leave in accordance with Article 13.01, may be granted sick leave in accordance with the provisions of the Collective Agreement.

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

13.04 **Parental and Adoption Leave**

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

- (a) The parental leave of a Nurse who has taken pregnancy/birth leave and whose newborn child or children arrive in the Nurse's home during pregnancy/birth leave,
 - (i) shall begin immediately upon the exhaustion of the pregnancy/birth leave without the Nurse's returning to work; and
- (b) The parental leave for a Nurse who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 13.05 (a),
 - (i) shall begin on such date coinciding with or after the birth of the child as the Nurse determines; and
 - (ii) shall end not later than seventy-eight (78) weeks after the child or children first arrive in the Nurse's home.
- (c) A Nurse who becomes a parent of one or more children through the placement of the child or children in the care of the Nurse for the purpose

of adoption of the child or children is entitled to a leave of absence of up to seventy-eight (78) weeks. This leave:

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

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

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

13.06 **Return To Work**

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

13.07 **Service and Seniority Continuation**

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

This provision is not applicable to a Casual Nurse.

13.08 **Special leave-Birth**

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

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

13.09 **Leave for Adoption of Child**

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

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

13.10 **Benefit Plan Continuation**

(a) When a Nurse commences pregnancy leave:

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

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

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

The provisions of this Article 13.10 are not applicable to a Casual Nurse.

13.11 **Bridging of Service**

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

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

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

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

Informal Resolution When a Nurse has a concern that may give rise to a grievance a Nurse shall, within ten (10) working days of the discovery or occurrence of the incident giving rise to the grievance, first discuss the concern with their immediate management supervisor who shall provide them with an answer within ten (10) working days.

Step 1 If the Nurse is not satisfied with the response, the Nurse shall submit the grievance in writing to the Health Services Manager or designate within ten (10) working days. The Health Services Manager or designate shall give a decision in writing within ten (10) working days of receipt of the grievance.

Step 2 If the decision of the Health Services Manager or designate is not acceptable to the griever, the grievance shall be referred to the Union; and, if supported by the Union, shall be referred to the General Manager or designate within ten (10) working days of the receipt of the grievance. The General

Manager or designate shall convene a meeting as soon as reasonably possible with the Union if requested to do so by either party. The General Manager or designate shall reply in writing within ten (10) working days of such a meeting.

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

14.02 For the purpose of Article 14, “working day” excludes Saturday, Sunday, and Holidays.

14.03 Termination of Employment

A Nurse who has been dismissed may file a grievance directly at the third (3rd) step of the grievance procedure within ten (10) days of the notification of the dismissal to a Labour Relations Representative of the Union.

14.04 Policy or Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or in case of a Union policy grievance, Step 1 and 2 of the Grievance Procedure may be by-passed.

14.05 Employer Grievance

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

14.06 Arbitration – Single Arbitrator

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

14.07 Selection of Single Arbitrator

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

Party can request that the Minister of Labour and Advanced Education appoint an Arbitrator to hear and decide the grievance.

14.08 Arbitration – Termination

In the case of a dismissal of a Nurse, as set out in Article 14.03 the Union shall, within fourteen (14) calendar days of the notice of intention to refer the dispute to arbitration, suggest the name of a single Arbitrator to the Employer.

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

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

14.09 Pre Hearing Disclosure

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

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

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

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

14.13 Time Limits

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

14.14 Time Limit – Extension

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

14.15 Nothing in this Agreement shall preclude the Union and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures. If either party requests and the parties agree, the parties shall attempt to resolve grievances with the assistance of the Grievance Mediation process provided by the Conciliation and Mediation Services, Department of Labour, Skills and Immigration.

ARTICLE 15 STAFF DEVELOPMENT AND TECHNOLOGICAL CHANGE

15.01 Letter of Appointment

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

15.02 Position Descriptions

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

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

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

15.05 Required Education

- (a) The Employer shall provide and fund any Employer required training/education for a Nurse.
- (b) The Employer will make every effort to arrange for the presentation of the required training/education during a Nurse's scheduled hours of work.
- (c) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the Nurse.

- (d) The Nurse (including Casual Nurses) shall be reimbursed for authorized costs related to registration fees, textbook costs, and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

15.06 **Voluntary Continuous Learning**

- (a) The Employer and the Nurses recognize the importance of continuous learning and to that end, education programs shall be identified by the Employer in consultation with the Nurses and the Nurses will make every reasonable attempt to participate in these voluntary education programs.
- (b) The Employer will arrange for the presentation of the voluntary education programs in such a way as to maximize availability to the Nurses and minimize cost and disruption to the Nurse and the Employer.

15.07 **Technological Change**

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

ARTICLE 16 STAFF HEALTH AND SAFETY

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

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

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

16.03 **Right to Refuse Work and Consequences of Refusal**

See OH&S Link Appendix D

16.04 **Restriction on Assignment of Work Where Refusal**

See OH&S link Appendix D

16.05 Nurse Safety and Security Measures

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. The Employer recognizes the importance of preventing and rectifying abusive situations in the workplace.

16.06 Point of Care Risk Assessment

Before each resident interaction, the Nurse shall complete a 'Point of Care Risk Assessment' (PCRA) to determine the risk of exposure and appropriate Routine Practices and Additional Precautions required for safe care. A PCRA should be performed even if the patient has been placed on Additional Precautions as additional PPE may be required. Protective devices and other equipment necessary to protect Nurses from injury or health hazards shall be provided by the Employer and Nurses shall be required to use them. This may include but is not limited to gloves, mask, face protection, gowns, and respiratory protection.

16.07 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.

16.08 Injury on Duty – WCB

(a) Unless a Nurse specifically asks the Employer in writing at the time of the claim not to pay them any supplement amount from the accumulated sick leave credits of the Nurse, where a Nurse is being compensated under the Workers' Compensation Act, the Employer shall pay an Employer WCB payment supplement to the Nurse to the extent of the pre injury biweekly pay of the Nurse while maximizing the amount payable from the WCB. It is the intent of the Parties that in no circumstance shall the Nurse receive an increase of income while in receipt of WCB with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer shall deduct from the Nurse's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When a Nurse's sick leave credits are exhausted, the Nurse shall be paid only the Workers' Compensation Benefits Allowance;

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

16.09 **Sick Leave while waiting for Workers' Compensation Benefits**

- (a) An illness or injury for which Workers' Compensation is payable shall not be deemed to be sick leave except for the supplement as provided in Article 16.08 (a).
- (b) A Regular Full-Time or Part-Time Nurse who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits 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.
- (c) In such case, the Nurse must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the Nurse, up to the level of the payment advanced by the Employer.

16.10 **WCB and Return to Work**

Where a Nurse has returned to work after being absent for injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two days or less after the day of the injury, the Nurse shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Nurse was unable to work as a result of the Nurse's injury on duty.

16.11 The provisions of Articles 16.08, 16.09 and 16.10 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position). However, a Casual Nurse may otherwise be eligible for Workers' Compensation Benefits.

ARTICLE 17 PERSONAL PROPERTY

17.01 The Employer agrees that in a case where damage is done by a resident to a prescribed health device (such as eyeglasses, contact lenses, hearing aids, dentures) belonging to a Nurse, the Employer will reimburse the Nurse for the actual replacement or repair cost of the damaged property. Where a personal watch is required to perform essential duties of the role and it is damaged by a resident, the Employer will reimburse the Nurse for the reasonable cost to replace or repair the damaged property.—Such damage must be reported at the time of the incident with full details provided in the incident report. This provision shall only apply to personal property which the employee would reasonably have in their possession during the performance of their duty.

ARTICLE 18 PROHIBITION OF DISCRIMINATION AND HARASSMENT

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

ARTICLE 19 REGISTERED RETIREMENT SAVINGS PLAN

19.01 The Employer shall continue to provide a Registered Retirement Savings Plan. The Employer will make up to five percent (5%) matching contributions to the Registered Retirement Savings Plan offered by the Employer to Full-Time and Part-Time Employees, subject to the plan's eligibility criteria.

ARTICLE 20 SICK LEAVE AND GROUP BENEFITS

20.01 Sick Leave Benefits

- (a) Sick leave is an indemnity benefit and not an acquired right. A Nurse who is absent from a scheduled shift on approved sick leave because the Nurse is unable to perform their duties because of illness or injury shall only be entitled to sick leave with pay if the Nurse is not otherwise receiving pay for that day, and providing the Nurse has sufficient sick leave credits.
- (b) A Casual Nurse (except a Casual Nurse while in a Temporary Position) is not entitled to sick leave which means the Casual Nurse is expressly excluded from the provisions of Article 20.01 to 20.06 inclusive and Article 20.09.

20.02 **Sick Leave Pay**

A Nurse granted sick leave shall be paid for the period of such leave at 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.

20.03 **Credit Accumulation**

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

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

Paid sick leave shall accumulate at the rate of 0.06924 times actual hours work. The maximum amount of accumulation shall be six hundred & forty (640) hours.

20.04 **Annual Statement**

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

20.05 **Evidence of Illness**

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

20.06 **Union Representation**

A Nurse has the right to be accompanied by a representative of the Union in a meeting with the Employer to discuss 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. Meetings shall not be unreasonably delayed due to the scheduling of a representative of the Union.

20.07 **Confidentiality Of Health Information**

- (a) A Nurse shall not be required to provide their manager/supervisor specific information regarding the nature of their illness or injury during a period of absence. However, the Employer may require the Nurse to provide such information to persons responsible for occupational health.
- (b) These persons shall not release any information to the manager/supervisor of the Nurse except the duration or expected duration of the absence, the fitness of the Nurse to return to work, any limitations

associated with the fitness of the Nurse to return to work, and whether the illness or injury is bona fide.

- (c) As an exception, where the person responsible for occupational health is also the Nurse's manager/supervisor, the specific information regarding the nature of their illness or injury during a period of absence shall be provided and may only be used in accordance with the occupational health responsibilities of the manager/supervisor. Information regarding the duration or expected duration of the absence, the fitness of the Nurse to return to work, any limitations associated with the fitness of the Nurse to return to work, and whether the illness or injury is bona fide may be relied on by the manager/supervisor with the administrative responsibilities of the position.
- (d) The Employer shall store employee health information separately and access thereto shall be given only to the persons directly responsible for the administration of occupational health.

20.08 **Payment For Certificates And Examinations**

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

20.09 **Sick Leave Medical/Dental; Family; Emergency**

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

- (a) engage in and facilitate the Nurse's personal preventative medical or dental care. Nurses shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the Nurse is scheduled to work. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
 - (i) the Nurse's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the Nurse's immediate family as defined in Article 4.05 who has become ill or disabled, in order to make alternate care arrangements where the Nurse's personal attention is required and

which could not be serviced by others or attended to by the Nurse outside of their assigned shifts;

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

The Employer may require verification of the condition claimed.

- (c) to attend to Medical and Dental appointments for their Immediate Family. Nurses shall endeavour to arrange for such appointments during off duty hours.

20.10 **Return to Work from Sick Leave**

A Nurse is expected to report to work for all scheduled shifts unless 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.

20.11 **Group Insurance**

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

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

ARTICLE 21 PORTABILITY OF BENEFITS

21.01 Nurse Mobility

In the event an Employer rehires a Nurse to a regular position within six (6) months of the Nurse leaving or an Employer hires a Nurse to a Regular Position to commence work within six (6) months of the Nurse leaving employment from a position in any other bargaining unit represented by the Nova Scotia Nurses' Union in the Province of Nova Scotia, the Nurse shall have Service with the previous Employer recognized for vacation accumulation entitlement, placement on the increment scale (and advancement) and Seniority with the hiring Employer. Qualifying periods under the Benefits Plans of the Employer will be as set out in the Plans.

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

21.02 Canadian Nurse Portability

In the event that the Employer hires a Nurse to a Regular position to commence work within six (6) months of the Nurse leaving employment from a position in any other bargaining unit represented by a member of the Canadian Federation of Nurses' Unions (including but not limited to British Columbia Nurses Union (BCNU), United Nurses of Alberta (UNA), Saskatchewan Union of Nurses' (SUN), Manitoba Nurses Union (MNU), Ontario Nurses Association (ONA), New Brunswick Nurses Union (NBNU), Newfoundland and Labrador Nurses Union (NLNU), and Prince Edward Island Nurses Union (PEINU), the Nurse shall be credited with equivalent Seniority as at the time of termination from the other bargaining unit.

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

ARTICLE 22 TERMINATION OF EMPLOYMENT

22.01 Notice of Resignation

- (a) Four (4) weeks written notice of resignation shall be given regarding resignation of employment by the Nurse, unless mutually satisfactory arrangements are made otherwise. Accrued vacation, holiday and overtime benefits shall be paid out on the day of resignation or on the next regular pay day where the resignation day and pay day are not the same.
- (b) When a Nurse resigns, is discharged, retires or dies, the Nurse or the estate shall receive payment in proportion to any unused vacation leave

credits, holiday leave credits and overtime lieu time credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer from any accrued benefits.

22.02 Reasons for Suspension or Termination

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

22.03 Requirement of Just Cause for Discipline

- (a) It shall be a violation of this Agreement, subject to the Grievance and Arbitration procedures herein, if a Nurse is suspended or disciplined, or has been discharged by the Employer without just cause.
- (b) A Casual Nurse shall not be disciplined except for just and sufficient cause.
- (c) Where the Employer has determined that it will no longer offer work to a Casual nurse, it shall provide the Casual Nurse with a letter 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 subject of a grievance.

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

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

22.06 Disciplinary Record

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

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

ARTICLE 23 ALCOHOL AND DRUG DEPENDENCY

23.01 Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the Employer and the Union agree to 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 Nurses have sufficient sick leave credits, they shall be eligible for sick leave benefits for one authorized treatment program.

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

23.02 When a Nurse is required to submit to random body fluid testing as part of a settlement agreement between the Employer, the Union, and a Nurse, the Employer shall pay the costs of such testing.

ARTICLE 24 PERSONNEL FILES AND PERFORMANCE APPRAISALS

Performance Appraisal

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

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

24.03 Each Nurse is entitled to have access to the Nurse's personnel file. In such case the Nurse shall make an appointment with the Employer. The Nurse shall have the right to make a copy of materials on the Nurse's personnel file, except that references or appraisals from outside the Employer may not be shown to the Nurse.

ARTICLE 25 UNION MANAGEMENT CONSULTATION COMMITTEE

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

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

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

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

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

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

25.06 The Committee shall be responsible for:

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

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

ARTICLE 26 WORKLOAD

- 26.01 (a) A Nurse who believes that adequate and safe care of residents cannot be provided because of that Nurse's workload, shall bring the matter to the attention of the immediate Supervisor. If the matter is not satisfactorily resolved, the Nurse may file a report (Clinical Capacity Form) online at www.nsnu.ca /members log in /CCR Form.
- (b) Failing resolution of the issue, the Nurse may refer the matter to the Union Management Consultation Committee as set out in Article 25.

ARTICLE 27 NO STRIKE/NO LOCKOUT

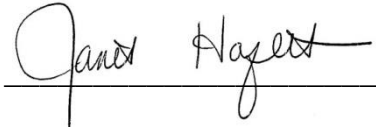
27.01 It is agreed there shall be no strikes, work stoppages, or slowdowns by a Nurse and/or the Union; and/or no lockouts by the Employer during the time this Agreement is in effect.

ARTICLE 28 - TERM OF AGREEMENT

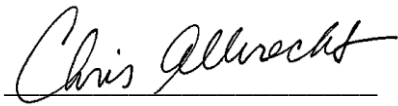
28.00 This Collective Agreement shall be for the period commencing **February 22, 2024** and ending **October 31, 2027** and shall remain in effect from year to year thereafter unless one of the Parties hereto notifies the other in writing within a period of not less than sixty (60) working days prior 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
21st day of October **2024**.

FOR THE UNION

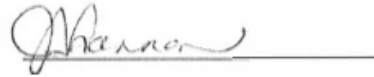


Janet Hazelton, President

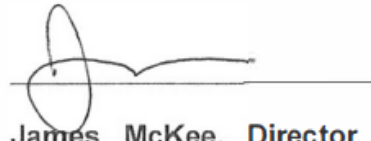


Chris Albrecht, Executive Director

FOR THE EMPLOYER



Jennifer Shannon, General Manager



James McKee, Director of Labour Relations

APPENDIX “A”: SALARY SCHEDULE

November 1, 2025 – 2% General Wage Increase

November 1, 2026 – 2% General Wage Increase

Step	New Wage							Completed Years of Service
	February 22, 2024		November 1, 2024		November 1, 2025	November 1, 2026		
	Hourly Rate	Salary	Hourly Rate	Salary	Hourly Rate	Hourly Rate	Salary	
Start	\$31.00	\$60,683	\$31.62	\$61,896	\$32.25	\$32.89	\$64,382	0
1	\$31.71	\$62,072	\$32.34	\$63,306	\$32.99	\$33.65	\$65,870	1
2	\$32.39	\$63,403	\$33.04	\$64,676	\$33.70	\$34.37	\$67,279	2
3	\$33.29	\$65,165	\$33.96	\$66,477	\$34.63	\$35.33	\$69,158	3
4	\$34.12	\$66,790	\$34.80	\$68,121	\$35.50	\$36.21	\$70,881	4
5	\$34.97	\$68,454	\$35.67	\$69,824	\$36.39	\$37.11	\$72,643	5
25	\$36.20	\$70,862	\$36.92	\$72,271	\$37.66	\$38.41	\$75,188	25

In the event there is a general economic increase negotiated between NSNU and LTC, within the contract term February 22, 2024 to October 31, 2027 that is greater than the general economic increase(s) provided in this Agreement, the same general economic increase(s), maybe applied to this agreement.

APPENDIX “B”: MEMORANDUMS OF AGREEMENT

MEMORANDUM OF AGREEMENT #1

Supplementary Leave Credits – Late Career Nurses

The Employer will grant paid leave of up to 37.5 hours per year to a Nurse who has twenty-five years of service with Shannex. The scheduling of such leave shall be done by mutual agreement; however, it may not be taken during the summer vacation or the Christmas Holiday period. Such Nurse may not carry over such credit hours from one year to the next.

MEMORANDUM OF AGREEMENT #2

UNIFORMS

Where the Employer wishes to introduce a standard uniform for Nurses, the Employer shall meet with the Union to establish an MOA.

MEMORANDUM OF AGREEMENT #3

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 #4

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 10.00 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 #5

New Collective Agreement Signing Bonus

All current (employment commenced as of August 21,2024) Full-Time, Part-Time, and Casual Nurses, shall be eligible for a one-time payment of \$1000 for Full-Time, \$600 for Part-Time, and \$300 for Casual Nurses, subject to statutory deductions.

Upon return from any approved leave of absence, Nurses shall be eligible to receive the bonus based on current employment status.

Upon completion of their current probationary period, successful Nurses, shall be entitled to the bonus based on their employment status.

This memorandum of agreement will expire at the end of this collective agreement.

APPENDIX “C”: GROUP HEALTH BENEFIT INSURANCE

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

APPENDIX “D”: LINKS TO RELEVANT PROCESSES

[Point of Care Risk Assessment](#)

[Right to Refuse Unsafe Work Process](#)

[Nova Scotia Occupational Health and Safety Act](#)

CLINICAL CAPACITY REPORT

A Nurse who believes that adequate and safe care of residents cannot be provided because of that Nurse's workload, shall bring the matter to the attention of the immediate Supervisor.

If the matter is not satisfactorily resolved, the Nurse may file a report (Clinical Capacity Form) online www.nsnu.ca /members only login , which shall be submitted to the Employer.

Briefly outline:

- (a) the work situation; and
- (b) identify specific problem(s). If the form does not provide sufficient space, please add further information on a separate sheet.

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

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