

COLLECTIVE AGREEMENT

between

Izaak Walton Killam Health Centre

and

The Nova Scotia Council of Nursing Unions

November 1, 2020– October 31, 2025

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ARTICLE 1: PREAMBLE

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

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

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

To set forth certain terms and conditions of employment;

To encourage efficiency in operation;

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

To ensure uninterrupted service to the Employer;

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

Therefore the Parties agree as follows:

ARTICLE 2: RECOGNITION

2.00 The Bargaining Unit consists of: all Full-Time, Part-Time and Casual Registered Nurses, Nurse Practitioners, Licensed Practical Nurses, Graduate Nurses and Graduate Practical Nurses of the Employer described in paragraph 80B(1)(a) and subs. 80B(2) of the *Health Authorities Act*, as amended, and Undergraduate Student Nurses, but excluding persons excluded by Order of the Labour Relations Board and those persons described in paragraphs (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act* and employees included in another Bargaining Unit.

2.01 Bargaining Agent Recognition

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

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

2.02 Diversity

The Employer and each Constituent Union recognize the values of diversity, equity and inclusion in the workplace and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse. In order to help achieve these goals, the parties agree to establish a joint Equity, Diversity, Inclusion, Reconciliation, and Accessibility (EDIRA) Committee, composed of equal representatives from the Employer and the Unions, that will meet on an as needed basis, but no less than quarterly.

ARTICLE 3: MANAGEMENT RIGHTS

3.00 The Employer reserves and retains, solely and exclusively, all rights to manage the business including the right to direct the work force and to make reasonable rules provided that such rights are exercised in accordance with the terms and conditions of this Collective Agreement. All the functions, rights, power, and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 4: DEFINITIONS

4.00 Casual Nurse

A Casual Nurse is a non-permanent Employee.

4.01 Council

Means the Nova Scotia Council of Nursing Unions.

4.02 Day

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

4.03 Employer

Is the Izaak Walton Killam Health Centre.

4.04 Fiscal Year

- (a) Means the twelve (12) month calendar period, April 1st to March 31st. Benefits stated in terms of yearly maximum amounts shall be determined in accordance with this fiscal year (eg. leave for Medical, Dental, Emergency).
- (b) In the event that the Employer intends to change the Fiscal Year, it will notify the Union as early as reasonably possible. The Employer will discuss with the Union its plans for the implementation of such a change as it relates to the accumulation of benefits with an opportunity for feedback on its plans.

4.05 Full-Time Nurse

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

4.06 Graduate Nurse

Is a Nurse who is a new graduate of a Registered 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 RN 1/NUR 1, until such time as they receive a Registered 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.

4.07 Headings

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

4.08 Holiday

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

4.09 Immediate Family

Both Parties acknowledge the concept of family means different things to different people, and families are constructed in a variety of different ways. It is both Parties' intent to be inclusive to all family forms.

For the purposes of this Collective Agreement, Immediate Family includes the Nurse's parents, step-parents, guardian, siblings, step-siblings, spouse, child, parents-in-law, child-in-law, step child, or ward of the Nurse, grandparent, step-grandparent or grandchild or step-grandchild of the Nurse and a relative permanently residing in the Nurse's household or with whom the Nurse permanently resides. The "in-law" and "step-relative" relationships referred to in this provision will only be considered "immediate family" in cases where it is a current relationship at the time of the benefit is claimed.

4.10 Leave of Absence

Means absent from work with permission.

4.11 Licensed Practical Nurse

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

4.12 Local Union

Means the structure or organization of the Constituent Union as applicable.

4.13 Lockout

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

4.14 Nurse

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

4.15 Nurse Practitioner

Is an employee who has a current license to practice as a Nurse Practitioner or Specialty Nurse Practitioner issued by the Nova Scotia College of Nursing.

4.16 Part-Time Nurse

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

4.17 Permanent Nurse

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

4.18 Permanent Resource Nurse

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

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

Permanent Resource Nurses will function as a unit for the defined patient care units or service areas they cover with a designated management structure. PRNs must follow a formalized cross training plan to ensure transition to practice for the patient care units or service areas they are assigned.

Vacancies for the position of Permanent Resource Nurse shall be filled in accordance with the procedures set out in Article 12 (Job Postings), Article 38 (Long or Short Assignment) or, where applicable, Article 32 (Job Security) of the collective agreement. Where the position is posted the notice shall indicate the applicable unit or service area groupings.

All articles of the collective agreement apply to PRNs.

4.19 Position

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

4.20 Predecessor Employer

Means the Izaak Walton Killam Hospital for Children or the Salvation Army Grace Maternity Hospital with respect to Nurses who were employed by either Employer as of December 20, 1996.

4.21 Probationary Period

- (a) Means that period for newly hired Permanent or Casual Nurses up to nine hundred and ninety (990) hours. Employment may be confirmed or terminated at any time during this period. Operational requirements permitting, the Employer shall conduct an appraisal of the Nurse while on a probationary period at approximately the midpoint of the probationary period and at the completion of the period. This probationary period may be extended by mutual agreement between the Employer and the Constituent Union.
- (b) An Arbitrator's jurisdiction in any grievance filed relating to the termination of employment of a probationary Nurse shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.
- (c) A Nurse whose status changes from Casual to Permanent shall not be required to serve a new probationary period but shall be subject to the applicable trial period for the new position in accordance with Article 12.11.
- (d) Any Nurse who resigns or was terminated after completing the Nurse's probationary period but who is rehired by the same Employer within six (6) months of the Nurse's resignation or termination shall be required to serve a probationary period of up to four hundred and ninety-five (495) hours of work. This probationary period may be extended by mutual agreement between the Employer and the Constituent Union.

4.22 Promotion

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

4.23 Registered Nurse

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

4.24 Service

For the purposes of this Agreement, “service” means:

- (a) (i) service which a Nurse was credited as an Employee of a predecessor Employer immediately prior to the establishment of the Employer pursuant to the *Izaak Walton Killam Health Centre Act*;
 - (ii) total accumulated months of employment with the Employer.
 - (iii) A month shall be a calendar month or any portion thereof in which a Nurse was employed with the Employer.
- (b) Notwithstanding Article 4.24(a), except as otherwise provided in this Agreement, a Nurse who does not receive salary in excess of ten (10) days during that calendar month shall not accrue service related benefits or credits for that month; however, there shall be no adjustment to that Nurse’s service date.
- (c) A Nurse being compensated under the *Workers’ Compensation Act* shall accumulate vacation credits to a maximum of one year’s vacation credits.
- (d) Any NSHA Nurse who successfully applies to work at the IWK will retain the service they were credited with at the NSHA.

4.25 Shift Duration

Means the length of a shift.

4.26 Spouse

Means **either person in a marriage, inclusive of** common-law spouse. Common-law spouse includes a same sex partner in a common-law relationship except for purposes of a pension plan where the pension plan contemplates otherwise.

4.27 Strike

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

4.28 Union

Means a Constituent Union of the Council.

4.29 Weekend

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

4.30 Work Location

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

4.31 Working Day

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

4.32 Labour Management Committee (LMC)

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

ARTICLE 5: UNION REPRESENTATION

5.00 Union Representatives

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

5.01 Collective Agreement Administration

- (a) The Employer recognizes the right of the Local Union to elect representatives who shall be responsible for the day to day administration of the Collective Agreement.
- (b) A Nurse who is so designated by the Local Union shall be allowed a reasonable amount of time, without loss of regular pay or benefits, to attend meetings with the Employer during normal working hours to assist in matters relating to the Agreement.
- (c) Such a representative must request as soon as possible upon being made aware that their presence is required and obtain permission from the Nurse's immediate

management supervisor prior to leaving and report to the supervisor immediately upon return. Such permission shall not be unreasonably withheld.

5.02 Assistance of Constituent Union Representative

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

5.03 Notice of Participants

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

5.04 Contract Negotiations

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

5.05 Copies of Agreement

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

5.06 Paid Union Leave

(a) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request, the Employer shall grant leaves of absence without loss of regular pay and benefits for a period not exceeding three (3) calendar days for Nurses chosen to represent:

(i) NSNU at the Annual Meetings:

- Six (6) representatives from the IWK Health Centre

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

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

- (b) Additional Nurses may request an unpaid leave of absence to attend the Annual and/or Provincial Meetings of the Union, and such request shall be granted subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given a minimum of four (4) weeks written advance notice of the request.
- (c) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay, the Employer will make every reasonable effort not to cancel Paid Union Leave once it has been approved.

5.07 Unpaid Union Leave

- (a) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay and provided the Nurse has given reasonable advance notice of the request, the Employer shall grant leaves of absence without pay for Union Business Leaves as follows:
 - (i) as members of the Board of Directors of the NSGEU and NSNU.
 - (ii) any other Union business.
- (b) Subject to operational requirements such as the Employer's ability to obtain a replacement and at no additional cost in premium pay, the Employer will make every reasonable effort not to cancel Unpaid Union Leave once it has been approved.

5.08 No Loss of Service/ Seniority

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

5.09 Salary Continuance

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

5.10 Leave of Absence for the Full-Time President

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

- (a) Upon reasonable notice, a Nurse elected or appointed as President of the Union shall be given a leave of absence without pay for the term(s) the Nurse is to serve, commencement and termination dates, as determined by the Union.

- (b) All benefits of the Nurse shall continue in effect while the Nurse is serving as President, and, for such purposes, the Nurse shall be deemed to be in the employ of the Employer and Service and Seniority will continue to accrue. The Union will provide the Employer with an accounting of benefit use such as paid sick leave, vacation and holiday pay on a basis to be agreed upon by the Employer and the Union. The Employer will adjust the records of the Nurse accordingly.
- (c) The gross salary of the President shall be determined by the Union and paid to the President by the Employer on a bi-weekly basis, and the amount of this gross salary shall be reimbursed to the Employer by the Union on a basis to be agreed upon by the Employer and the Union.
- (d) The Union shall reimburse the Employer its share of contributions for E.I. premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the Nurse during the period of leave of absence.
- (e) Upon expiration of the Nurse's term of office, the Nurse shall be reinstated in the position the Nurse held immediately prior to the commencement of leave, or if the position no longer exists, to another equivalent position.
- (f) Notwithstanding the provisions of the Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the Nurse returns from leave of absence.

5.11 Acquaint Newly Hired Nurses

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

5.12 Distribution of Union Literature

- (a) The Employer will provide space to the Union during Employee orientation to allow the Union to distribute Union literature related to the orientation of new Union members.
- (b) The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.
- (c) **Computer Access**

Where possible, providing no additional costs are incurred by the Employer, one (1) authorized representative of each Union shall be entitled to submit for posting on the Employer's electronic communication system one electronic Union notice

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

5.13 Bulletin Boards

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

5.14 No Other Agreements

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

ARTICLE 6: UNION DUES AND UNION SECURITY

6.00 Mandatory Membership

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

6.01 Union Dues Deductions

- (a) It shall be a condition of employment for all Nurses employed by the Employer to have the dues deducted from their salary bi-weekly in the amount determined by each Constituent Union. The deductions for newly employed Nurses shall be in the first pay period of employment.
- (b) The amounts deducted in accordance with Article 6.01 (a) shall be remitted separately by cheque or direct deposit to each of the Unions, to a person identified by each of the Unions, within a reasonable time after deductions are made; and shall be accompanied by particulars identifying each Nurse, and the deductions made on the Nurse's behalf.

6.02 Union Information

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

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

6.04 Licensing Body Dues Deduction

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

6.05 Bargaining Unit Information

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

6.06 Liability

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

ARTICLE 7: HOURS OF WORK

7.00 Hours of Work

The hours of work for a Full-Time Nurse shall be seventy-five (75) hours per biweekly pay period consisting of shifts that are:

- (a) Seven and one-half (7-1/2) hour shifts, exclusive of a one-half (1/2) hour designated meal break and inclusive of two (2) designated fifteen (15) minute rest breaks; and/or
- (b) Eleven and one-quarter (11-1/4) hour shifts, exclusive of forty-five (45) minutes, one third of which shall be used in conjunction with a paid fifteen (15) minute period to become a second designated meal break and inclusive of two (2) designated fifteen (15) minute rest breaks.
- (c) Nine and three-eighth (9-3/8) hour shifts. Paid meal and rest breaks will comprise of two (2) fifteen (15) minute paid breaks; one (1) forty-five (45) minute meal break, consisting of thirty-seven (37) minutes unpaid and eight minutes (8) paid.

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

7.02 Shift Starting and Stopping Times

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

7.03 Scheduling Model

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

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

The Union and the Nurses affected will be given reasonable notice of discontinuance, no less than the length of any schedule posting period in effect. The Parties shall meet within twenty (20) days of the notice being given to discuss the reasons for the change. The Parties will attempt to develop an alternative rotation. If no alternative can be agreed upon, the provisions of Article 7.04 will apply.

Should the authorized scheduling model result in a self-scheduling model, refer to Appendix P for specific guidelines.

7.04 Shift Duration and Rotation Changes

Shift rotations shall normally consist of:

- (a) Six (6) shifts of 11.25 hours and one (1) shift of 7.5 hours, or
- (b) Ten (10) shifts of 7.5 hours, or
- (c) Eight (8) shifts of 9.375 hours, or
- (d) Such other combinations of shifts agreed to by the Union and the Employer that result in a total of seventy-five (75) hours worked in a two (2) week period, or
- (e) Such other combinations of shifts agreed to by the Union and the Employer that result in an average of seventy-five (75) hours worked in a two (2) week period as averaged over the duration of the rotation.
- (f) In the event that an existing shift duration
 - (i) does not result in the provision of satisfactory service to the public; or
 - (ii) is operationally impractical for other reasons;

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

- (g) The Employer will give the Nurses sixty (60) calendar days advance notice of the shift requirement; and if less than the whole unit is impacted, invite expressions of interest.
- (h) The expression of interest notice shall include the required:
 - (i) number of Nurses;
 - (ii) classification;
 - (iii) abilities, experience, qualifications, special skills and physical fitness, where applicable, reflecting the functions of the job concerned; and
 - (iv) shift duration.
- (i) If there are more qualified volunteers than required, preference in filling the positions shall be given to the Nurses with the greatest length of seniority.
- (j) If there are fewer qualified volunteers than required, the Employer shall staff the shifts with qualified Nurses, in reverse order of seniority.
- (k) Nothing in this Article precludes the Employer from:
 - (i) maintaining any and all shift arrangements in effect prior to the signing of this Agreement;
 - (ii) hiring Nurses to staff a specific shift duration;
 - (iii) continuously assigning a Nurse to a specific shift duration at the Nurse's request, where such continuing assignment is acceptable to the Employer.

7.05 Flexible Working Hours

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

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

7.06 Meal and Rest Breaks

- (a) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow the Nurse to have designated meal and rest break(s) at regular intervals during the shifts.
- (b) The Employer shall make every reasonable effort to ensure that no Nurse will work longer than five (5) consecutive hours without a break.
- (c) Nurses shall be permitted to combine meal and/or rest break(s) where operationally possible.

- (d) Operational requirements may require that Nurses remain on the nursing unit or within the facility for their designated meal and rest break(s).
- (e) Where operational requirements prevent a Nurse from having an uninterrupted meal or rest break(s) and it is not possible to reschedule the missed break(s) or a portion of the break(s) during the remainder of the shift, the Nurse shall be compensated for the portion of the missed meal period or rest period at a rate of one and one-half times (1.5x) the Nurse's hourly rate for the period of the rest and meal break(s) missed.
- (f) The Nurse may elect to take the Nurse's compensation for missed meal or rest breaks in time rather than pay. Where the Nurse elects time off, it shall be scheduled at a mutually agreed upon time.

7.07 Maximum Hours of Work

- (a) Nurses shall not be required to work more than a total of sixteen (16) hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Nurse reports to work, except as set out in Article 7.17 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, or designate, will get permission from the Employer's Leader on-call. The Leader on-call will ensure that options including but not limited to, reassignment, overtime, or short notice shift change, have been exhausted by the manager prior to requiring a Nurse to work beyond sixteen (16) hours. The Leader on-call 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.
 - i. Where a Nurse has been required to work beyond sixteen (16) hours, the Leader on-call will complete a Clinical Capacity Report (CCR) on behalf of the Nurse in accordance with Article 17. The Leader on-call will ensure the Nurse is provided with a copy of the CCR.
 - ii. The Nurse will complete an incident report to document the incident with Occupational Health and Safety Act (OHSW) and incident trends will be reported to the site Joint Occupational Health and Safety Committee (JOHSC) as per Article 16.
- (c) A Nurse who works more than sixteen (16) hours as set out in Article 7.07(a) and (b) shall be entitled to a rest interval of eight (8) hours before the commencement of the Nurses' next shift. The rest interval shall not cause a loss of regular pay for the hours not worked on that shift. If mutually agreeable between the Nurse and the Employer, arrangements in variance to the foregoing will be acceptable and will not constitute a violation of this Article.

7.08 Posted Schedules

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

- (a) However, the Employer shall post the schedule for the period of July 1st to August 31st by June 1st of each year and for the period of December 15th to January 2nd by November 15th of each year.
- (b) A Nurse may request specific days off or to exchange days off with another Nurse within the period of the posted schedule unless otherwise approved by the Employer. The Employer may require the request to be in writing. Consent shall not be unreasonably withheld by the Employer provided that the Nurse has given reasonable notice of the change requested, it is operationally feasible and there is no financial cost to the Employer. Where the Employer denies such request, the immediate manager shall provide a reason to the requesting Nurse.

7.09 Changed Schedules

The Employer shall make every reasonable effort not to change schedules once posted. The Employer shall advise any Nurse of an intended change in the Nurse's schedule as soon as it is known by the Employer. Wherever possible, changes made to schedules shall be done on an equitable basis.

- (a) A minimum of seventy-two (72) hours notice in advance of a scheduled shift shall normally be given when the shift to be worked is changed. A change of shift occurs when both the scheduled start time and end time for a scheduled shift are changed or the calendar date of the shift is changed.
- (b) Except where the change is by mutual agreement between the Nurse and the Employer, if the schedule is changed by the Employer without the minimum seventy-two (72) hours notice prior to the start of the original shift the Nurse shall be compensated at the overtime rate for the shift worked as a result of the changed schedule.
- (c) The requirement to work additional hours continuous to an assigned shift (whether before the shift or after the shift) is not a change of schedule and the Nurse shall be compensated for the additional hours in accordance with the overtime provision of Article 7.18 (a), except as specified in Articles 7.17, 7.18 (b) and 7.24 (d).
- (d) Working a relief shift by the Part-Time Nurse and Casual Nurse is not a change of schedule.

7.10 Guaranteed Work

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

7.11 Consecutive Shifts

- (a) Nurses shall not be required to work more than seven (7) consecutive seven and one-half (7.5) hour shifts or five (5) consecutive night or evening shifts between days off, unless mutually agreed otherwise.
- (b) Nurses shall not be required to work more than four (4) consecutive eleven and one-quarter (11.25) hour shifts between days off unless mutually agreed otherwise.
- (c) Nurses shall not be required to work more than four (4) consecutive nine and three eighths (9.375) hour shifts between days off unless mutually agreed otherwise.
- (d) The Employer will make every effort to limit the number of consecutive shifts worked.

7.12 Rotating Shifts

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

7.13 Minimum Hours Between Shifts

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

7.14 Days Off

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

7.15 **Weekends Off**

- (a) Each Nurse working seven and one-half (7.5) hour shifts shall have one (1) weekend off in each three (3) week period or at least sixteen (16) weekends off per year unless mutually agreed upon otherwise. The Employer will make every effort to maximize the number of weekends off per year for each Nurse.
- (b) Nurses who work rotations, shall receive the weekends off provided by the rotations agreed to between the Employer and the Union.

7.16 **Smoothing**

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

(B) **Smoothing Reconciliation**

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

(C) **Termination of Employment**

A Nurse who resigns or is otherwise terminated, and who has received more paid hours than time actually worked shall agree to have the final pay reduced by the

amount owed by the Nurse to the Employer, or if the Nurse had more time worked than pay, the Nurse shall be paid the amount owed upon such resignation or termination.

7.17 Nursing Coverage

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

7.18 Overtime Provisions

- (a) Time worked as an extension to the regular scheduled shift or time worked in a bi-weekly pay period that is in excess of seventy-five (75) hours shall be compensated at a rate of one and one-half times ($1\frac{1}{2}$ x) the Nurse's regular hourly rate for the overtime worked. A Nurse who works in excess of four (4) hours overtime in any one day shall be compensated at a rate of two times (2 x) the Nurse's regular hourly rate for the overtime worked.
- (b) Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift.
- (c) In computing overtime a period of thirty (30) minutes or less shall be counted as one-half ($\frac{1}{2}$) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

7.19 Overtime Payout

- (a) A Nurse may take time off in lieu of pay for overtime worked. Such time off shall occur at a mutually agreed time. Where the Nurse chooses to take pay for overtime worked, such pay shall be paid within two (2) pay periods of the written request of the Nurse.
- (b) Nurses may be permitted to continuously carry an accumulation of up to seventy-five (75) hours. The Employer shall divide the year into two (2) six (6) month periods. At the end of each six (6) month period, the Employer may pay out any unused overtime down to seventy-five (75) hours.

7.20 Meal Allowance

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

7.21 Work Area Specific Casual Lists

(a) **Casual Availability List**

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

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

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

(c) The Casual Availability List shall be broken down into Work Area Specific Casual Lists. The Employer reserves the right to limit the number of Nurses on a Work Area Specific Casual List and decline to add additional Nurses to the list except that a Nurse is permitted to be placed on the Work Area Specific Casual List for the Nurse's home unit.

(d) Provided a Nurse possesses the necessary qualifications, skills, and abilities reflecting the functions of the job concerned, as determined by the Employer, a Nurse may have the Nurse's name placed on a Work Area Specific Casual List subject to Article 7.21(c).

(e) Notwithstanding Article 7.21 (d) and that the Nurse is on the Work Area Specific Casual List for a Work Area, the Employer can bypass Nurses if it can demonstrate that the Nurse lacks the necessary qualifications, skills or abilities for a specific assignment within the Work Area. Nurses may also have their name placed on other Work Area Specific Casual Lists in accordance with (i) and (j) below.

(f) A Nurse on a Work Area Specific Casual List is not obliged to accept an assignment when offered. However, if a Nurse is consistently unavailable when called for work on a unit, the Nurse shall be struck from that Work Area Specific Casual List unless the Nurse has notified the Employer that the Nurse shall be unavailable for work for a specific period of time or if the offered shifts that were declined were of three (3) hours or less.

(g) It is the responsibility of the Nurse to keep the Employer informed of any changes in desire to be assigned casual work.

(h) The assigning order for placement on a Work Area Specific Casual List is:

(i) Nurses on the recall list in order of their seniority;

- (ii) permanent part-time Nurses in order of their seniority; and
- (iii) casual Nurses in order of their seniority;

(i) **Permanent Part-time Nurses**

- (i) A permanent part-time Nurse may place their name on the Work Area Specific Casual Lists of their work area if the Nurse wishes to be offered casual work. Such Nurse must indicate whether the Nurse wants to be offered short assignments and/or extra shifts and/or relief shift assignments.
- (ii) A permanent part-time Nurse may request that their name be placed on additional Work Area Specific Casual Lists. Such a request shall be considered by the Employer and the decision will be made based on operational requirements. The Nurse must notify the Manager of their home unit.

(j) **Casual Nurses**

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

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

(m) **Off Unit Overtime Availability**

Once the Employer has exhausted the Work Area Specific Casual List process, including the offering of overtime on the unit, and there remains work available, the Employer may offer such assignment to qualified Nurses outside of the home unit who have expressed interest in being assigned overtime work. Notwithstanding Article 7.19, overtime worked outside of the Nurse's home unit shall be taken in the form of pay.

7.22 Part-Time and Casual Nurses Availability Forms

- (i) All Part-Time and Casual Nurses shall indicate to the Immediate Management Supervisor (on the Part-Time and Casual Nurse Availability Form – Appendix H and I) whether or not the Nurse is interested in the assignment of shifts that are known prior to posting (extra shifts) and that are beyond the Nurse's designation as a percentage of Full-Time hours.

- (ii) Part-Time and Casual Nurses are permitted to submit a revised Availability Form indicating availability by February 1st (for April to June); by May 1st (for July to September); by August 1st (for October to December); and by November 1st (for January to March). A revised Part-Time Nurse Availability Form may be submitted more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld.
- (iii) When the Nurse's availability changes after the schedule is posted, a Part-Time Nurse may change noted availability and is responsible for advising the Employer as soon as possible.

Refer to MOA #19

7.23 "Prior to Posting" - Extra Shifts

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

- (a) The Employer will first grant extra shifts to Permanent Part-time and Part-Time Nurses in a Long/Short Assignment within their home unit as equitably as possible on the basis of availability as indicated on the availability form pursuant to Article 7.22.
- (b) If extra shifts still exist on a work schedule after the process in Article 7.23 (a) is complete, the Employer may grant extra shifts to Permanent Part-time Nurses and Part-Time Nurses in a Long/Short Assignment and Casual Nurses on the Work Area Specific Casual List as equitably as possible. Nurses on the Work Area Specific Casual List may be assigned extra shifts up to the point of the Nurse's indicated willingness to work extra shifts as indicated on the availability form pursuant to Article 7.22.
- (d) Extra shifts up to the point of the Nurse's indicated willingness to work shall be compensated at the Nurse's regular hourly rate for the hours worked except when the Nurse works overtime in accordance with Article 7.18.

Refer to MOA #19

7.24 Relief Shift Assignments

- (a) A Relief Shift Assignment becomes available after a shift schedule has been posted and does not exceed two (2) months. A Relief Shift Assignment shall be offered on a rotating basis to Nurses on the Work Area Specific Casual List. Where operational requirements permit, a Nurse may be assigned up to a maximum of five (5) shifts. In the event that a Nurse is missed in the rotation, the Nurse shall be offered the next available shift of the same duration.
- (b) A Nurse offered a relief shift is not required to accept the relief shift. Once a relief shift is accepted, the Nurse is obligated to work. The Nurse who does not report for work on the relief shift as offered and accepted shall not be entitled to any

compensation for the relief shift, except a Part-Time Nurse on a paid leave of absence (ie. authorized sick leave, bereavement leave).

- (c) Accepting a relief shift shall not increase the designation of Permanent Part-time Nurse.
- (d) For clarification, a relief shift of four (4) hours or more worked by a Permanent Part-Time Nurse, a Part-time Nurse in a long/short assignment or a Casual Nurse contiguous to another regular shift worked is not considered an extension of a shift and will not attract overtime in accordance with Article 7.18(a).

7.25 Overtime Restrictions

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

7.26 Cancelled Shifts

- (a) Once a Permanent Nurse has accepted an extra or relief shift as set out in Article 7.23 or Article 7.24, the Nurse is obligated to work. The Employer may not cancel the shift without the mutual agreement of the Permanent Nurse.
- (b) Once a Permanent Nurse has accepted a shift at the overtime rate, the Nurse is obligated to work. The Employer may cancel the shift with seventy-two (72) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift at the overtime rate the Permanent Nurse shall be provided work. However, the Employer and Permanent Nurse may mutually agree to cancel the shift with less than 72 hours, in which case there shall be no financial penalty on the Employer.
- (c) Once a Casual Nurse has accepted an extra shift as set out in Article 7.23, the Casual Nurse is obligated to work. The Employer may not cancel the shift without the mutual agreement of the Casual Nurse.
- (d) Once a Casual Nurse has accepted a relief shift as set out in Article 7.24, the Casual Nurse is obligated to work. The Employer may cancel the shift with four (4) 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.
- (e) In the circumstances where (a) to (d) above results in a surplus of Nurses, the Employer may follow Article 37 – Temporary Reassignment, as applicable.

7.27 Stand-By Provisions

- (a) Stand-By is defined as an assignment by the Employer requiring a Nurse to be readily available for work when required. The Labour Management Committee Representatives from the Constituent Unions (with consultation from the Nurses affected) will meet and agree to procedure(s) for assigning Stand-By in an equitable manner, subject to Article 7.28 below.

- (b) A Permanent Nurse may only be placed on “Stand-By” for a patient care unit for which the Nurse holds a position.
- (c) The Employer shall pay a Nurse who is on Stand-By on a regular day twenty dollars (\$20) for each Stand-By period of eight (8) hours or less.
- (d) The Employer shall pay a Nurse who is on Stand-By on a named holiday forty dollars (\$40.00) for each Stand-By period of eight (8) hours or less.
- (e) A Nurse may be required to be on Stand-By on a day not scheduled to be at work and this assignment shall not be deemed to interrupt a day off as set out in Article 7.14.
- (f) Nurses shall not be assigned to Stand-By for more than two (2) weekends in a four (4) week period or for more than seven (7) consecutive days; unless mutually agreed otherwise.
- (g) A Nurse shall not be required to be on Stand-By while on paid vacation leave.
- (h) A Casual Nurse who accepts a Stand-By assignment is required to report for work if Called Back during the Stand-By assignment.

7.28 Voluntary Stand-By

- (a) Where the Employer intends to introduce Voluntary Stand-By to a patient care unit where it is not already a designated requirement, the Employer shall provide the Constituent Union with at least five (5) working days notice of its’ intention to do so, unless otherwise mutually agreed by the Parties.
- (b) Voluntary Stand-By will only be used by the Employer as a last resort and when it is not able to fill a shift(s) with a Permanent or Casual Nurse on a straight time basis.
- (c) Voluntary Stand-By shall not normally exceed a period of ninety (90) calendar days.
- (d) Only those Nurses who volunteer will be part of a Stand-By rotation for this limited period of time. Each such Nurse will be given the opportunity to select shifts for Stand-By on an equitable basis. The Employer will grant the selected Stand-By shifts as equitably as possible on the basis of the indicated selections.
- (e) The Employer shall pay a Nurse on Voluntary Stand-By in accordance with Article 7.27, 7.29, and 7.30.

7.29 Call Back while on Stand-By

- (a) Call Back is defined as the requirement for a Nurse to report to the Unit while on a period of Stand-By as set out in Article 7.27.

- (b) The shift differential premium and the weekend premium shall be paid for each applicable hour worked on a Call Back while on Stand-By.
- (c) Nurses reporting for work on a Call Back shall be granted a minimum of four (4) hours pay at the Nurse's straight time rates or compensation at the overtime rate for the hours worked, or at the applicable rate for the day (i.e. Holidays as set out in Article 10), whichever is greater.
- (d) A Nurse may take time off in lieu of pay for reporting for work on a Call Back. Such time off shall occur at a mutually agreed time.
- (e) Nurses called back shall be reimbursed for transportation to and from the work place to a maximum of ten dollars (\$10.00) per call each way. When Nurses are called back to work at a site which is not their home base, they will receive the kilometer rate or ten dollars (\$10.00) each way, whichever is greater. A Nurse who is called back to work and who reports for work shall be reimbursed for parking costs.

7.30 Rest Interval After Call Back

The Nurse shall be entitled to a rest interval of eight (8) hours between the time a Nurse on Stand-By, working on a Call Back, completes a period of Call Back and the commencement of the Nurse's next scheduled shift except when the Call Back is within two (2) hours of the commencement of the next scheduled shift in which case the Nurse shall not be entitled to an eight (8) hour rest interval. In situations where the Call Back begins within two (2) hours of the commencement of the next scheduled shift, the Nurse shall complete her scheduled shift. The rest interval shall not cause a loss of regular pay for the hours not worked on the previously scheduled shift.

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

7.31 Compensation Where Rest Interval Not Taken

Subject to Article 7.30, where, because operational requirements do not permit or where mutually agreeable variations between the Nurse and the Employer are not acceptable, the rest period, pursuant to Article 7.30, cannot be accommodated, the hours worked from the commencement of the regular shift to the end of the period on which the rest period would normally end shall be compensated at two (2) times the Nurse's regular rate of pay.

7.32 Remote Consulting on Stand-by

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

- (a) the total actual time spent on the phone or online consulting, including any required resulting work in support of the call/online support, during the Standby period at the applicable overtime rate or;

- (b) thirty (30) minutes per incident at the Nurse's regular hourly rate.
- (c) If a Nurse, while remote consulting, judges in their clinical capacity that the Nurse is required to return to the unit to perform their duties, the Nurse, with the approval of their Manager or designate, shall be compensated in accordance with Articles 7.29.

7.33 Communication Devices

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

7.34 Semi-Annual Time Change

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

7.35 Conversion of Hours

Except as otherwise provided in this Agreement, the following paid leave benefits will be converted to hours on the basis of one day's benefit being equivalent to 1/10 of the regular bi-weekly hours for the Nurse's classification:

- Leave for Adoption of Child
- Annual Vacation Entitlement
- Sick Leave
- Vacation Carry Over
- Paid Holidays
- Rest Periods
- Bereavement Leave
- Leave for Birth of Child

ARTICLE 8: SALARIES, INCREMENTS, PREMIUMS

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

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

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

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

- (a) A Nurse with less than one (1) year of satisfactory recent nursing experience shall be placed at the start rate of the applicable salary scale of Appendix "A".
 - (b) A Nurse with a minimum of one (1) year of satisfactory recent nursing experience shall be placed at the one (1) year rate of the applicable salary scale of Appendix "A".
 - (c) A Nurse with a minimum of two (2) years of satisfactory recent nursing experience shall be placed at the two (2) year rate of the applicable salary scale of Appendix "A".
 - (d) A Nurse with a minimum of three (3) years of satisfactory recent nursing experience shall be placed at the three (3) year rate of the applicable salary scale of Appendix "A".
 - (e) A Nurse with a minimum of four (4) years of satisfactory recent nursing experience shall be placed at the four (4) year rate of the applicable salary scale of Appendix "A".
 - (f) A Nurse with a minimum of five (5) years of satisfactory recent nursing experience shall be placed at the five (5) year rate of the applicable salary scale of Appendix "A".
 - (g) Effective November 1, 2023, a Nurse with a minimum of six (6) years of satisfactory recent nursing experience shall be placed at the six (6) year rate of the applicable salary scale of Appendix "A".
 - (h) Effective November 1, 2023, a Nurse with a minimum of seven (7) years or more of satisfactory recent nursing experience shall be placed at the seven (7) year rate of the applicable salary scale of Appendix "A".
 - (i) A Nurse with twenty-five (25) years or more of satisfactory recent nursing experience shall be placed at the twenty-five (25) year rate of the applicable salary scale of Appendix "A".
- B. When an LPN transitions to an RN, the Nurse will be placed on the increment scale in accordance with Article 8.02 (d). Upon completion of the increments from start to top of increment scale, the Nurse who provided satisfactory proof of a combined total of 25 years of recent Nursing experience will be placed at the 25 year rate on the anniversary date one year after the top rate of the Nurse's classification.

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

8.02 Movement on Increment Scale - Permanent Nurses

Anniversary Date - Permanent Nurses: The date of the first shift worked in a Permanent Position. Anniversary Date may change based on the provisions of Article 8.02 of the Collective Agreement.

- (a) On a year to year basis following the original Anniversary Date, the Nurse shall be advanced to the next level on the increment scale within the Nurse's classification as listed in Appendix "A".
- (b) The original Anniversary Date shall not be altered except where the Nurse has an unpaid leave of absence in excess of one (1) month, except as set out below, in which case the Anniversary Date will be altered to reflect the length of the unpaid leave of absence. This shall become the new Anniversary Date. The original Anniversary Date shall not be altered for unpaid leaves of absence in excess of one (1) month due to Union Leave (Article 5.06 (b), 5.07, 5.10), Education Leave (Article 9.09), Compassionate Care Leave (Article 9.05), Pregnancy/Birth, Parental and Adoption Leaves as set out in Article(s) 13.00 and 13.05 or reasons due to illness or injury as contemplated by Article 20.00.
- (c) When a Nurse is appointed to a position with a higher classification and pay scale, the original Anniversary Date does not change. The Nurse is appointed to the level on the increment scale appropriate to his or her Anniversary Date.
- (d) A Nurse must commence a new Anniversary Date if the Nurse assumes a new professional designation which includes Licensed Practical Nurse, Registered Nurse or Nurse Practitioner.

8.03 Pay Day

The Employer shall pay each Nurse every two (2) weeks. The amount shall be in accordance with the applicable hourly rate for the Nurse's classification and increment level listed in Appendix "A". Payment will include regular pay and will include any other income earned during the preceding pay period. Every effort will be made to supply requested information to a Nurse as to the amount paid on or before pay day.

8.04 Pay Practices

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

8.05 Education and Educational Premiums

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

B1 – NSNU Nurses
B2 - NSGEU

8.06 Practice and Leadership Premiums

Nursing Practice and Nursing Leadership premiums are offered to qualifying Nurses in accordance with Appendix C1- Practice and Leadership Premiums.

8.07 Shift Premium

A shift differential premium shall be paid to a Nurse for each hour worked between 19 00 hours and 07 00 hours. Nurses shall continue to receive the hourly shift premium rate they received effective October 31, 2020, subject to the following increases:

- (a) Increase to three dollars and fifty cents (\$3.50) effective July 27, 2023;
- (b) Increase to four dollars (\$4.00) effective November 1, 2024

8.08 Weekend Premium

A weekend premium shall be paid to a Nurse for each hour worked between 00 01 Saturday and 07 00 Monday. The weekend premium shall be paid in addition to the shift differential premium. Nurses shall continue to receive the hourly shift premium rate they received effective October 31, 2020, subject to the following increases:

- (a) Increase to three dollars and fifty cents (\$3.50) effective July 27, 2023;
- (b) Increase to four dollars (\$4.00) effective November 1, 2024

8.09 Relief In A Management Classification

A Nurse assigned by the Employer to temporarily fulfill selected functions of a management position shall be compensated at the rate of seven dollars (\$7.00) per seven and one-half (7.5) hour shift, in addition to the Nurse's regular pay rate. The Nurse shall be paid from the first day of such assignment.

8.10 Responsibility Pay

In the event that the Employer designates a Nurse to be in charge of a facility where the Nurse is not ordinarily in charge by virtue of their classification and position title, the Nurse shall receive a premium of \$2 per hour. A Nurse in receipt of Responsibility Pay is not entitled to Charge Pay.

8.11 Charge Nurse

- (a) A Nurse designated to be a Charge Nurse shall be paid a premium of \$2.00 per hour. This premium is in addition to the Nurse's regular rate of pay and any other premium pay that the Nurse is entitled to under other terms of this Collective Agreement.
- (b) The Employer may designate a Charge Nurse either on a shift-by-shift basis or for a defined period of time. When the Employer identifies a need for a consistent Charge Nurse for a minimum period of thirty (30) calendar days to a maximum of eighteen (18) months, the Employer may appoint from within the unit where the

need has been identified. The Employer shall not appoint a consistent Charge Nurse to consecutive terms unless there is no other qualified Nurse on the unit.

8.12 Permanent Resource Nurse

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

The number of Permanent Resource Nurse positions shall be as determined by the Employer. This number may be increased by mutual agreement of the Employer and the Union.

- (b) The hourly rate of pay shall be based on the regular rate for the Nurse's classification as set out in Appendix "A" and the applicable (one only) supplement shall be paid as follows:

Effective November 1, 2023 \$3.00 per hour

Effective November 1, 2024 \$3.50 per hour

8.13 Nurse Identity

Effective April 1, 2019, each Nurse shall be entitled to an annual sum of one hundred and twenty dollars (\$120) for the purchase of black and white uniforms, as per the Employers' "Standardized Nurse Uniform" Policy.

NSGEU Nurses are exempt from this Article.

8.14 A. Preceptor Pool

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

- (a) "Preceptor" shall mean a Nurse who is assigned to supervise, educate, and evaluate Preceptees in a formal relationship for a pre-determined length of time. A Nurse acting as a preceptor has an assigned responsibility and accountability for the activities and overall learning of the preceptee.
- (b) Nurses may be required, as part of their duties, to act as Preceptors in supervising activities of learners, New Graduates, Nurses in new clinical practice settings, and new staff in accordance with current guidelines. Nurses will be informed in writing of their responsibilities in relation these preceptees and will be provided with appropriate training as determined by the Employer.
- (c) In the case of students and New Graduates, any relevant information that is provided to the Employer by the educational institution with respect to skill level of preceptees will be made available to the Nurses supervising the preceptees.

- (d) The Employer will call for expressions of interest on at least an annual basis. Subject to the approval of the Employer, Nurses who express interest will be placed in the Pool.
- (e) A Nurse accepted in the Preceptor Pool may be removed from the Pool by the Employer if the Nurse is not capable of performing preceptor duties. The Nurse may request removal from the Pool for extenuating circumstances.
- (f) The Employer will assign a Nurse from the Preceptor Pool when a Preceptor is required. However, a Nurse who is not currently in the Pool may be assigned Preceptor duties when required.
- (g) When operationally possible, a Preceptor shall not be assigned any patients on the first day of the preceptorship for a newly appointed Nurse to the Patient Care Unit.
- (h) When operationally possible, a Preceptor shall be assigned a patient care assignment that is reasonable for the needs of the Preceptee(s) for those shifts for which the Nurse has preceptor duties.
- (i) The Employer will provide paid preceptor training to interested Nurses. Those Nurses accepted to the Pool shall be given first consideration for such training.
- (j) The Employer will permit a Nurse to opt out of a preceptor assignment if it is determined that the relationship is not beneficial to both parties.
- (k) Responsibilities of the Preceptor include but are not limited to:
 - i) Collaborate with the academic leads, program leads, and educators in the assessment and evaluation of preceptees.
 - ii) Monitor and report on the preceptees learning goals and outcomes.
 - iii) Foster evidence informed practice.
 - iv) Authorize learner actions in the practice setting after obtaining consent from patients.
 - v) Assess and mitigate risk arising from learner actions.
 - vi) Organize the supervision of learners by Nurses for learner activities.
- (l) A Nurse designated as a Preceptor will be paid a supplement of \$1.50 for each hour worked as a preceptor.

8.14 B. Mentor Pool

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

- a) “Mentor” shall mean a Nurse who is formally assigned to facilitate personal development, professional development, and assist the mentee transition from professional practice to interprofessional practice.

- b) Nurses may as part of their duties, act as Mentors for learners, New Graduates, Nurses in new clinical practice settings, and new staff. Nurses will be informed in writing of their responsibilities in relation to these mentees and will be provided with appropriate training as determined by the Employer.
- c) The Employer will call for expressions of interest on at least an annual basis. Subject to the approval of the Employer, Nurses who express interest will be placed in the Pool.
- d) A Nurse accepted in the Mentor Pool may be removed from the Pool by the Employer if the Nurse is not capable of performing mentor duties.
- e) The Employer will consider assigning a Nurse from the Mentor Pool when a mentor is requested. However, a Nurse who is not currently in the Pool may be assigned mentor duties.
- f) The Employer will provide mentor training to interested Nurses. Those Nurses accepted to the Pool shall be given first consideration for such training.
- g) The Employer will permit a Nurse to opt out of a mentor assignment if it is determined that the relationship is not beneficial to both parties.
- h) The Mentor will:
 - 1) Build capacity of Nurses who have a strong commitment to nursing excellence.
 - 2) Create a culture of collaboration among interprofessional, holistic care teams.
 - 3) Provide a safe environment for Nurses to discuss fears, concerns, and seek guidance.
 - 4) Assist Nurses in adapting to new roles and practice environments.

8.15 A. New Classification

- (a) When a new classification is introduced during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) days written notice in advance.
- (b) If the parties are unable to agree on the rate of pay for the new classification, the Union may refer the matter to a single Arbitrator who shall determine the new rate of pay.
- (c) The new rate of pay shall be effective from the date the Nurse commenced employment in the new position

B. Classification Appeal Procedure

A Nurse shall have the right to appeal the classification of the position the Nurse occupies in accordance with the following:

- (a) If the Nurse believes that the position the Nurse occupies is improperly classified because the Nurse believes the duties and/or responsibilities of the Nurse's position have been substantially altered during the term of the collective agreement, the Nurse shall notify the immediate management supervisor, in writing, of both the fact the Nurse believes the Nurse is improperly classified and the basis for that belief.
- (b) The Employer shall, upon request, provide the Nurse with a written statement of duties and responsibilities within sixty (60) days of the request.
- (c) If there is a dispute between the immediate management supervisor and the Nurse concerning the classification of the position the Nurse occupies, or if the Nurse believes there is a conflict between the classification standards or position description and the statement of duties, the Nurse may initiate a formal appeal in writing to the Director of Human Resources. The Director of Human Resources or designate shall respond in writing to the Nurse within sixty (60) days of the receipt of such appeal.
- (d) If the foregoing procedure does not lead to a satisfactory resolution, within sixty (60) days of receipt of the reply from the Director of Human Resources or designate, the matter may be referred to Arbitration in accordance with Article 14.
- (e) A Nurse shall have the right of Union representation in respect to any appeal submitted.
- (f) The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the Employer of the Nurse's written appeal submitted pursuant to 8.15 B (c).

8.16 Retroactivity

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

8.17 Retroactivity for Former Nurses-

The Employer shall process retroactive salary adjustments for former Nurses in accordance with article 8.16 and such payments will be made by direct deposit. The Employer shall send a registered letter to the last known address of a Nurse who has left the employ of the Employer between November 01, 2020 and the date of signing the renewal Collective Agreement if such Nurse has had retroactive pay and benefits to which they are entitled to under the terms of the renewed Collective Agreement returned to the Employer from an attempted direct deposit. A response from the Nurse to provide the Employer with current banking information must be made within thirty (30) calendar days of the date of the registered mail letter.

ARTICLE 9: LEAVE OF ABSENCES

9.00 Leave Without Pay

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

9.01 Working During Leave of Absence

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

9.02 Return From Leave of Absence

- (a) Before a Nurse may return to work from a Leave granted under Article 9.00, the Nurse must provide a minimum of four (4) weeks written notice of the specific date of his or her return to work, or such shorter time as mutually agreed.
- (b) Upon return from an approved Unpaid Leave of Absence, a Nurse shall be reinstated to the Nurse's former position unless the position has been discontinued, in which case the Nurse shall be appointed to an equivalent position. A Casual Nurse shall be returned to the Nurse's previous Casual Status.

- (c) This clause requiring four (4) weeks written notice does not apply to other leaves granted by an express provision of this Collective Agreement with different requirements for written notice.

9.03 Leave for Storm Or Hazardous Conditions

- (a) It is the responsibility of the Nurse to make every reasonable effort to arrive at their work location as scheduled, however, during storm conditions, when such arrival is impossible, or delayed, or because a Nurse finds it necessary to seek permission to leave prior to the end of the regular shift all absent time will be deemed to be leave, and the Nurse has the option to:
 - (i) take the absent time as unpaid; or
 - (ii) deduct the absent time from accumulated overtime, holiday time or vacation; or
 - (iii) when the Nurse has no entitlement to accumulated paid leave, the Nurse may, with prior approval of the Employer, make up the absent time as the scheduling allows.
- (b) Nurses assigned to work outside of the facility, shall not be required to perform assignments during hazardous weather conditions and shall report to the facility if possible for reassignment.
- (c) Notwithstanding Article 9.03(a) lateness beyond the beginning of a Nurse's regular shift starting time shall not be subject to the provisions of Article 9.03 (a)(i), (ii), or (iii), where the lateness is justified by the Nurse being able to establish to the satisfaction of the immediate management supervisor that every reasonable effort has been made by the Nurse to arrive at her work station at the scheduled time.
- (d) In determining reasonable effort pursuant to Article 9.03 (c) the Employer shall have regard to the personal circumstances of the Nurse (e.g. place of residence, family responsibilities, transportation problems, car pools).

9.04 Bereavement Leave

Immediate Family is defined in Article 4.09 and repeated here for convenience:

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

For the purpose of this Article, "Immediate Family" as defined above will include one person who is equivalent to a member of the immediate family for the Nurse.

A Nurse shall be entitled to bereavement leave for such person only once during the Nurse's total period of employment with the Employer.

- (a) If a death occurs in the Nurse's Immediate Family on a day when the Nurse is at work or scheduled to work, then said Nurse shall be granted bereavement leave with pay for the Nurse's scheduled shift or the remainder of the scheduled shift.
- (b) The Full-Time Nurse shall also be granted seven (7) calendar days leave of absence effective midnight following the death and shall be paid for all shifts the Nurse is scheduled to work during the seven (7) calendar day period. In any event, the Nurse shall be entitled to thirty seven and one-half (37.5) consecutive hours paid leave even if this extends past the seven (7) calendar days leave.
- (c) A Part-Time Nurse who has a death in the Nurse's immediate family shall receive seven (7) calendar days leave pursuant to Article 9.04, however, the minimum hours of paid leave shall be pro-rated based on the Part-Time Nurse's regular hours paid in the previous fiscal year of the Employer or their current appointment status, whichever is greater. Part-Time Nurses in their first year of employment shall have the minimum hours of paid leave pro-rated on their appointment status as a percentage of equivalent full-time hours. All other bereavement leaves pursuant to Article 9.04 shall not be pro-rated.
- (d) Every Nurse shall be entitled to leave with pay up to a maximum of three (3) calendar days in the event of death of the Nurse's sibling-in-law where the relationship is current at the time of death.
- (e) Every Nurse shall be entitled to one (1) calendar day leave without pay, for the purpose of attending the funeral of a Nurse's aunt or uncle, niece or nephew, or the grandparents of the spouse of the Nurse. A Nurse may be granted up to two (2) days for travel without pay for the purposes of attending the funeral. The Nurse may elect that such bereavement leave be paid by charging the time to the Nurse's accumulated vacation, accumulated holiday, or accumulated overtime.
- (f) The above entitlements are subject to the proviso that proper notification is made to the Employer.
- (g) If a Nurse is in receipt of paid holiday, vacation or sick leave credits at the time of bereavement, the Nurse shall be granted bereavement leave and be credited the appropriate number of days to the Nurse's holiday, vacation, or sick leave credits.
- (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.

9.05 Compassionate Care Leave

(a) A Nurse who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of in accordance with the *Labour Standards Code*, to provide care or support to:

- the spouse of the Nurse,
- a child or step-child of the Nurse,
- a child or step-child of the Nurse's spouse,
- a parent or step-parent of the Nurse,
- the spouse of a parent of the Nurse,
- the sibling or step-sibling of the Nurse,
- the grandparent or step-grandparent of the Nurse,
- the grandchild or step-grandchild of the Nurse,
- the guardian of the Nurse,
- the ward of the Nurse,
- a relative of the Nurse permanently residing in the household of the Nurse or with whom the Nurse permanently resides,
- the parent-in-law the Nurse,
- the child-in-law of the Nurse, or
- any other person defined as "family member" by Regulations made pursuant to the *Labour Standards Code*, as amended from time to time.

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

- (b) The Employer shall grant to the Nurse the option of maintaining membership in the benefit plans in which the Nurse participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the Nurse in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits.
- (c) Where the Nurse opts in writing to maintain membership in the benefit plans, the Nurse shall enter into an arrangement with the Employer to pay the cost required to maintain membership, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.

9.06 Court Leave

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

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

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

- (d) The leave of absence shall be sufficient in duration to permit the Nurse to fulfill the witness or jury obligation.
- (e) A Nurse given Court leave of absence without loss of regular pay shall pay to the Employer the amount that the Nurse receives for this duty.
- (f) The Nurse shall advise the Employer as soon as possible after receipt of a jury notice or subpoena.

9.07 Public Office Leave

- (a) An Employer shall grant a leave of absence without pay upon the request of any Nurse to run as a candidate in a Federal, Provincial, or Municipal election. If the Nurse withdraws as a candidate or is an unsuccessful candidate, the Nurse is entitled to return to the Nurse's former position without loss of benefits provided that the Nurse gives two (2) weeks notice to the Employer of her/his intent to return unless mutually agreed to a shorter notice period.
- (b) In this Article "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a Federal or Provincial or Municipal election.
- (c) A Nurse's leave of absence to be a candidate shall terminate on the day the successful candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the Nurse notifies the Employer that the Nurse wishes the leave of absence to be extended for such number of days, not exceeding ninety (90), as the Nurse states in the notice and in such case the leave of absence shall terminate as stated in the notice.

- (d) Any Nurse in the Bargaining Unit who is elected to full-time office in the Federal, Provincial, or Municipal level of Government shall be granted a leave of absence without pay, for a term not exceeding five (5) years.
- (e) Upon return, the Nurse will be placed in a position in accordance with Article 9.02(b) The Nurse shall be placed on the same level of the increment scale the Nurse formerly occupied prior to commencing the leave of absence. The Nurse shall retain all benefits which accrued up to the time the Nurse commenced the leave of absence, including Service. The Nurse shall continue to accrue Seniority during the leave of absence.
- (f) During the Nurse's leave of absence to be a Candidate, the Nurse shall not be paid but the Nurse, upon application to the Employer at any time before the leave of absence, is entitled to pension credit for service as if the Nurse were not on a leave of absence and to medical and health benefits, long term disability coverage and life insurance coverage, or any one or more of them, if the Nurse pays both the Nurse's and Employer's share of the cost.

9.08 Deferred Salary Leave

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

9.09 Education Leave

- (a) The Employer may grant a leave of absence without pay for educational purposes to a Nurse who has been employed for a minimum of one (1) year. Such leave must be requested at least three (3) months in advance of the requested commencement date and the nature of the educational program must be directly related to the skills and requirements of the Employer.
- (b) A Nurse on Education Leave shall retain those benefits which accrued up to the time the Nurse commenced the leave of absence. The Nurse shall continue to accrue Service and Seniority during the leave of absence.
- (c) On return, the Nurse shall be placed in a nursing position in accordance with Article 9.02 (b) and with the same appointment status (i.e. Full-Time or Part-Time or Casual) that the Nurse had prior to commencing the leave, unless mutually agreed upon otherwise. Upon return, the Nurse shall be placed on the appropriate level of the increment scale as determined by the Nurse's Anniversary Date in accordance with Article 8.02.
- (d) A Nurse on Education Leave may be permitted to work for the Employer while on Education Leave subject to the principles set out in Article 9.01.
- (e) Subject to the provisions of the pension, LTD and benefit plans, a Nurse on an educational leave of absence may maintain membership in the plans if the Nurse agrees to pay both the Employer and Employee share of the contributions.

9.10 Return of Service

- (a) The Employer may enter into individual return of service agreements with Nurses in relation to educational programs which extend for a period of three (3) calendar months or more and where participation in the program by the Nurse is voluntary. The Union shall be a party to all such agreements.
- (b) The Union will be advised of any default or breach in respect of any return of service agreement which they have been provided a copy of. The Union may file a grievance in respect of a return of services agreement if it feels that there is a violation of the collective agreement. Notwithstanding the foregoing, the Employer may pursue collection of any amounts owing through whatever means it deems appropriate including but not limited to authorized deductions and small claims.

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

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

9.12 Secondment

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

9.13 Military Leave

- (a) Where operational requirements permit, a Nurse may be granted leave of absence with pay to a maximum of two (2) weeks for the purpose of taking military training or serving military duty.
- (b) A Nurse who is given leave of absence with pay pursuant to this Article shall have deducted from the Nurse's salary an amount equal to the amount paid by the Department of National Defence to the Nurse as salary.

- (c) Where a Nurse uses vacation entitlement for the purpose of taking military training or serving military duty pursuant to this Article, the Nurse shall receive full salary from the Employer notwithstanding amounts paid to the Nurse by the Department of National Defence.

9.14 Leave for Parent of a Critically Ill Child

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

9.15 Domestic Violence, Intimate Partner Violence or Sexual Violence Leave

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

9.16 Leave for a Reservist

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

9.17 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.

9.18 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

10.00 Annual Vacation Entitlement

- (a) A Nurse shall be entitled to receive annual vacation leave with pay:
- (i) each year during her first forty-eight (48) months of service at the rate of one and one-quarter (1 1/4) days for each month of service; and
 - (ii) each year after forty-eight (48) months of service at the rate of one and two-thirds (1 2/3) days for each month of service; and
 - (iii) each year after one hundred and sixty-eight (168) months of service at the rate of two and one-twelfth (2-1/12) days for each month of service; and
 - (iv) each year after two hundred and eighty-eight (288) months of service at the rate of two and one half (2 1/2) days for each month of service.

- (b) A Nurse who, as of February 19, 2001, has earned entitlement to more vacation than provided for in Article 10.00(a) of the collective agreement by virtue of the Nurse's terms and conditions of employment with a predecessor employer shall retain that entitlement. Any future increase in vacation entitlement for such Nurses shall be pursuant to Article 10.00(a).

10.01 Vacation Year

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

10.02 Authorization

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

10.03 Vacation Scheduling

- (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The Nurse shall advise the immediate management supervisor in writing of three (3) or more choices of vacation preference listed in order of priority as soon as possible for the following vacation year but by January 15th for vacations in the period April 1st to September 30th and by July 15th for vacations in the period October 1st to March 31st. The Employer will post approved vacations in writing by March 1st and September 1st respectively.

Sample vacation request forms, for optional use in each vacation period, are included in Appendix "Q" as reference.

- (b) Preference in vacation schedule shall be given to those Nurses with greater length of seniority.
- (c) After the vacation schedule is posted, if operational requirements permit additional Nurse(s) to be on vacation leave, such leave shall be offered to Nurses on a work unit by seniority to those Nurses who may have requested the leave but were denied the leave for their request submitted before January 15th or July 15th. Any additional vacation shall be granted on a first come, first serve basis.
- (d) Where the Nurse has vacation credits remaining unscheduled by September 15 of each year, the Employer shall indicate to the Nurse by September 15 that a plan is required to dispose of the remaining vacation before the end of the vacation year. If after this notification, the Nurse does not submit a request or plan of usage by October 1 to use the remaining vacation, the Employer may schedule the vacation of a Nurse in accordance with operational requirements of the Employer to reduce the vacation bank to 37.5 hours.

10.04 Vacation Request Approval

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

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

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

In addition to operational requirements, the Employer should endeavour to explore and exhaust the following prior to denying vacation:

- Offer shifts via the WASCL
- Review availability of PRNs (if applicable)
- Review availability of seasonal Nurses (if applicable)
- Review external agency options (if applicable)
- Offer OT to cover requests

10.05 Restriction on Numbers of Nurses on Vacation

- (a) During the peak vacation period, commencing the second full week of June and ending after the second full week of September of each year, preference for a period of up to four (4) complete weeks of unbroken vacation or any part of a week shall be given to Nurses with the greatest length of seniority. To exercise this preference, a Nurse need not pick consecutive weeks.
- (b) After each Nurse has been granted vacation in accordance with Article 10.05(a), all remaining vacation entitlement shall be granted in accordance with seniority. Once seniority has been exercised for the period of up to four (4) complete weeks or any part of a week, remaining requests will be granted by seniority, i.e. all second requests and then all third requests.
- (c) After the vacation schedule is posted, if operational requirements permit additional Nurses to be on vacation leave, such leave shall be offered by seniority to Nurses provided the Nurses requested that time in accordance with Article 10.03(a).

10.06 Unbroken Vacation

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

10.07 Vacation Carry Over

- (a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days may, with the consent of the immediate management supervisor, be carried over to the following year. Request for vacation carry over entitlement shall be made in writing by the Nurse to the immediate management supervisor not later than January 31st of the year in which the vacation is earned, provided however that the immediate management supervisor may accept a shorter period of notice of the request. The immediate management supervisor shall respond in writing within one (1) calendar month of receiving a Nurse's request.
- (b) A Nurse scheduled to take vacation and who is unable to do so within the vacation year due to illness, injury, or where operational requirements prevent the immediate management supervisor from scheduling vacation per 10.03 (d) shall be entitled to carry over this unused vacation to the subsequent year.

10.08 Accumulative Vacation Carry Over

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

10.09 Use of Accumulated Vacation Carry Over

The vacation leave approved pursuant to Article 10.08 shall be used within five (5) years subsequent to the date on which it was approved and shall be scheduled subject to 10.03 (d) if not used within that period unless the immediate management supervisor recommends that the time be extended and the recommendation is approved by the Employer.

10.10 Borrowing of Unearned Vacation Credits

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

10.11 Nurse Compensation Upon Separation

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

10.12 Employer Compensation Upon Separation

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

10.13 Vacation Credits Upon Death

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

10.14 Compensation for Cancellation of Approved Vacation

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

10.15 Recall from Vacation

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

10.16 Reimbursement of Expenses upon Recall

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

- (a) in proceeding to the Nurse's place of duty;
- (b) in returning to the place from which the Nurse was recalled if the Nurse immediately resumes vacation leave upon completing the assignment for which the Nurse was recalled; and
- (c) If a Nurse's vacation is approved and then cancelled by the Employer causing the Nurse to lose a monetary deposit on vacation accommodations and/or travel, and providing the Nurse does everything reasonably possible to mitigate the loss, and providing the Nurse notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Nurse for the monetary deposit.

In addition to the above, a Nurse shall be compensated at three (3) times their regular rate of pay for time worked during the period of recall from vacation. Any decision to recall the Nurse from vacation will require the approval at a senior leadership level to be designated by the Employer.

10.17 Reinstatement of Vacation Upon Recall

The period of vacation leave so displaced resulting from recall and transportation time in accordance with Articles 10.15 and 10.16 shall either be added to the vacation period, if requested by the Nurse and approved by the Employer, or reinstated for use at a later date.

10.18 Illness During Vacation

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

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

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

10.19 Holidays

The holidays designated for Nurses shall be:

- | | |
|-------------------------|---|
| 1. New Year's Day | 8. Labour Day |
| 2. Heritage Day | 9. National Day of Truth and Reconciliation |
| 3. Good Friday | 10. Thanksgiving Day |
| 4. Easter Sunday | 11. Remembrance Day |
| 5. Victoria Day | 12. Christmas Day |
| 6. July 1 st | 13. Boxing Day |
| 7. 1st Monday in August | 14. one-half (½) day beginning at 12:00 noon on Christmas Eve Day |

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

10.20 Exception

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

10.21 “Holiday” means:

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

10.22 Holiday Falling on a Day of Rest

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

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

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

10.23 Holidays - Christmas/New Years

- (a) Each Nurse shall receive either Christmas Day or New Year’s Day off on the actual day, unless mutually agreed otherwise between the Nurse and the Employer, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday. In addition, the Employer will make every reasonable effort to schedule a Nurse in such a manner that they do not work the same holiday (Christmas Day or New Year’s Day) that they worked on the unit the previous year, unless otherwise mutually agreed.
- (b) A Nurse who is scheduled to work Christmas Day shall not be scheduled to work on December 31st and January 1st. A Nurse who is scheduled to work on New Year’s Day shall not be scheduled to work on December 24th and December 25th, unless mutually agreed otherwise. For the purpose of this Article, shifts that commence on December 23rd shall not be considered to be working on December 24th and shifts that commence on December 30th shall not be considered to be working on December 31st.

10.24 Compensation for Work on a Holiday

- (a) Where a Nurse is regularly scheduled to work, in accordance with Article 7, and the Nurse’s regularly scheduled day of work falls on a paid holiday, as defined in Article 10.19, the Nurse shall receive compensation equal to two and one-half (2 ½) times the Nurse’s regular rate of pay as follows:
 - (i) compensation at one and one-half (1½) times the Nurse’s regular rate of pay, including the holiday pay, for the hours worked on the holiday; and

- (ii) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time subject to Article 10.30.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 10.24 (a)(ii), compensation shall be granted at the Nurse's regular rate of pay for those hours worked on the holiday.

10.25 Overtime on a Holiday

- (a) Where a Nurse is required to work overtime on a paid holiday, as defined in Article 10.19, the Nurse will receive compensation equal to 3.33 times the Nurse's regular rate as follows:
 - (i) compensation at 2.33 times the Nurse's regular rate of pay, including the holiday pay, for the hours worked on the holiday; and
 - (ii) time off with pay in lieu of the holiday on an hour for hour basis at a mutually acceptable time subject to Article 10.31.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 10.25 (a)(ii), compensation shall be granted at the Nurse's regular rate of pay for those hours worked on the holiday.

10.26 If a permanent Nurse or a Nurse in a long/short assignment had booked any paid Holiday Leave credits for use on a recognized Holiday where the Nurse ended up working on that recognized Holiday, the Nurse is entitled to reschedule the paid holiday leave credits for use at a later time in accordance with Article 10.25.

10.27 Illness on a Paid Holiday

- (a) A Nurse who is scheduled to work on a paid holiday, as defined in Article 10.19, and who is unable to report for work due to a reason covered by the applicable Sick Leave Appendix (Appendix J and K), shall receive sick leave for that day, and shall be granted time off in lieu of the holiday at a mutually acceptable time in accordance with Article 10.24.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 10.27 (a), compensation shall be granted at the Nurse's regular rate of pay for those hours.
- (c) A Nurse who is on a period of Sick Leave and not scheduled to work on the holiday pursuant to the applicable Sick Leave Appendix (Appendix J or K) shall be deemed to have received the holiday pay on the day designated as a holiday.

10.28 Time Off in Lieu of Holiday

In no case shall the total time off in lieu of a holiday referred to in Articles 10.24(a) (ii), 10.25(a) (ii) above and 10.30 below exceed the equivalent of one complete shift.

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

Where a part-time Nurse or a Nurse in a job sharing arrangement works on a holiday, in addition to compensation at the applicable rate, the Nurse will receive time off with pay in lieu of the holiday, on an hour for hour basis, at a mutually acceptable time in accordance with Article 10.24.

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

10.30 Holidays in Lieu

A Nurse who is entitled to time off with pay may choose alternative days as Holidays in lieu of Good Friday, Easter Sunday, Christmas and/or Boxing Day pursuant to Article 10.21 10.22(c), 10.24(a) (ii) and/or 10.25(a) (ii), to take such time with pay in lieu at a time that permits the Nurse to observe a holiday on the day of religious, cultural or spiritual significance to the Nurse in lieu of the holidays identified pursuant to this Article. The Nurse shall advise the Nurse's immediate management supervisor in writing of the Nurse's desire to take such day(s) off in lieu as soon as possible but before March 1st in each year and the immediate management supervisor will endeavour to grant the request where operational requirements permit.

10.31 Carry Over Bank Holiday Time

Nurses may be permitted to continuously carry an accumulation of up to 45 hours. The Employer shall divide the year into two six (6) month periods. Banked Holiday Time may be taken at a mutually agreed time between the Nurse and Employer. At the end of each six (6) month period, the Employer may pay out any unscheduled holiday leave down to 45 hours.

10.32 When a Holiday occurs during a period scheduled as approved vacation for a Full-Time Nurse, the Full-Time Nurse shall be paid for the holiday from the Nurse's paid accumulated holiday credits. Paid vacation credits shall not be reduced for those hours.

ARTICLE 11: SENIORITY

A. Seniority

11.00 (a) Permanent Seniority

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

(b) **Casual Seniority**

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

- (i) Casual Nurses who give appropriate notice to the Employer of a leave for a period of disability covered by the Workers' Compensation Act for an injury sustained in the course of the Nurse's performance of work for the Employer, or who are entitled pursuant to the Labour Standards Code to take pregnancy leave, parental leave or adoption leave shall retain their seniority accrued prior to the commencement of the leave.
- (ii) Upon appropriate notice to the Employer, at the conclusion of the leave Casual Nurses shall be credited with seniority during the period of disability or pregnancy, parental or adoption leave, such accrual to be calculated on the basis of the Employee's average hours worked during the twelve months preceding the period of disability or leave.
- (iii) In cases where the length of employment prior to the period of disability or leave is less than twelve months, then the accrual will be based on the Nurse's average hours worked during the term of their employment.
- (iv) Under no circumstances can a Casual Nurse accrue seniority for a single period of pregnancy, parental or adoption leave in excess of eighteen months.
- (v) If the period of disability or pregnancy, parental or adoption leave is less than eighteen months, then the accrual of seniority will be pro-rated accordingly.

(c) Nurses Seniority shall be transferrable as follows:

- (i) Should a member of any Bargaining Unit at the IWK be the successful candidate for a permanent position in the IWK Nursing Bargaining unit, that Nurse shall keep and transfer their seniority to their new Nursing Bargaining Unit position at the IWK.
- (ii) Should a member of any Bargaining Unit at the NSHA be the successful external candidate for a permanent position in the IWK Nursing Bargaining Unit, that Nurse shall keep and transfer their seniority to their new Nursing Bargaining Unit position at the IWK.
- (iii) Should a member of any bargaining unit at IWK who is also concurrently a member of any bargaining unit at NSHA be the successful candidate for a permanent position in the IWK Nurse Bargaining unit, that Employee shall keep or transfer the greater of their IWK or NSHA seniority, provided

they terminate their permanent employment with NSHA, to their new Nurse Bargaining Unit position at IWK.

(d) **Same Date Seniority**

(i) **Permanent Nurses**

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

(ii) **Casual Nurses**

In the event that a Casual Nurse becomes a Permanent Nurse and the subsequent conversion of hours as per Article 11.02 results in the same Seniority date as a current Bargaining Unit member(s), the Casual Nurse who has converted his/her hours shall be placed on the Seniority list below the other pre-established Bargaining Unit member(s) with the same Seniority date.

(iii) **Transfer of Seniority**

In the event that a Nurse who transfers seniority as per Article 11.00(c) has the same Seniority date as a current Bargaining Unit member(s), the Nurse who transfers shall be placed on the Seniority list below the other pre-established Bargaining Unit member(s) with the same seniority date.

11.01 Seniority Bypass

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

11.02 Seniority Conversion

- (a) When a Nurse transfers from a permanent position to a casual position, the Nurse's hours worked shall be used to establish Nurse's accrual of hours for the Nurse's date of hire in the casual position. In no case will any Nurse accrue more than 1950 hours seniority per year for the purposes of the above.
- (b) A Casual Nurse while working in a long/short assignment shall have hours worked while in the long/short assignment accumulate on the Casual Seniority list.
- (c) A Nurse hired directly to a long/short assignment shall be a Casual Nurse and accumulate Casual Seniority for the hours worked in the long/short assignment. In the event the Nurse becomes a Casual Nurse and continues in an employment relationship at the completion of the long/short assignment the Casual Seniority shall continue to accumulate.

(d) **Conversion of Casual Seniority to Permanent Seniority**

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

11.03 Seniority Lists

- (a) The Employer shall post a current Permanent Seniority List for Permanent Nurses (with separate lists for Registered Nurses (including Nurse Practitioners) and Licensed Practical Nurses) and a Casual Seniority List for Casual Nurses (with separate lists for Registered Nurses (including Nurse Practitioners) and Licensed Practical Nurses) annually in February for sixty (60) calendar days and provide a copy of the same to the Union members of the Labour Management Committee and a Labour Relations Representative of the Union.
- (b) Should the Union or any Nurse allege an error in a Seniority List, a written objection must be sent to the Employer within sixty (60) calendar days of the date the Seniority List in question was first posted by the Employer. All corrected, or final Seniority Lists will be provided by the Employer to the Union members of the Labour Management Committee and a Labour Relations Representative of the Union and shall be deemed to be correct and accurate in all respects.
- (c) A Nurse who is absent from work for any part of the sixty (60) calendar day posting period shall have thirty (30) calendar days from the date of the Nurse's return to work to object in writing to the seniority date. However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) calendar days from the Nurse's return to work, the posted seniority date for the Nurse will be considered to be the Nurse's seniority date for all purposes.
- (d) A record as to the hours worked by a Casual Nurse shall be maintained by the Employer and be made available to a Labour Relations Representative of the Union. This record shall constitute the Casual Seniority lists.
- (e) The Permanent Seniority List for Permanent Nurses shall include:
- 1) Name
 - 2) Appointment designation [ie: FT, PT] [for PT indicate as percentage of Full-Time hours]
 - 3) Job title
 - 4) Work Site(s) and usual Patient Care Unit/or Program (if applicable)
 - 5) Seniority Date

The Casual Seniority List for Casual Nurses shall include:

- 1) Name
- 2) Job title
- 3) Work Site(s)

4) Hours worked in the Bargaining Unit

11.04 Loss of Seniority And Employment

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

- (a) The Nurse is discharged for just cause and is not reinstated.
- (b) The Nurse resigns from employment.
- (c) The Nurse retires from employment subject to Article 11.04(f).
- (d) After recall, the Nurse fails to notify the Employer as set out in Article 32.18 unless such notice was not reasonably possible.
- (e) The Nurse is laid-off for more than fifteen (15) months without recall as per Article 32.
- (f) A Nurse who retires from employment loses employment and Service, but if within six (6) months of the retirement, the Nurse returns to work at the NSHA or IWK the Nurse will maintain the Seniority the Nurse had prior to retirement and may accumulate additional Seniority on either a Casual or permanent basis depending on the status of the appointment after retirement.

11.05 Temporarily Working in a Position Outside the Bargaining Unit

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

ARTICLE 12: JOB POSTINGS

12.00 Determining Vacancies

Where:

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

and the Employer determines that the position is to be filled, subject first to the overriding duty to accommodate a Nurse with a disability and then any recall rights under Article 32, a notice shall be posted.

12.01 Job Posting

- (a) When a new permanent position, a permanent vacancy, or a Long Assignment is created within the bargaining unit, the Employer shall post an electronic notice of such position. In work locations where electronic job postings are not possible or practical, a list of job postings will be placed in a visible location.
- (b)
 - (i) The posting of a permanent position or vacancy, shall be for a minimum of ten (10) calendar days.
 - (ii) The posting of a Long Assignment shall be for a minimum of five (5) calendar days
- (c) Should a Short Assignment not be able to be filled in accordance with Article 38.03, the posting of a Short Assignment shall be for a minimum of five (5) calendar days.
- (d) The notice posted shall indicate:
 - (i) the classification and work area;
 - (ii) whether the posting is for a permanent position, or a Long or Short Assignment (if necessary);
 - (iii) the expected duration of the Assignment; and
 - (iv) whether the appointment is full-time or part-time, and any applicable part time designation;
 - (v) an overview of the skills, abilities and qualifications required.

(e) Designated Postings

- (i) The relevant Constituent 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 relevant Constituent Union with the rationale for the designated posting, as well as the applicable seniority list.
- (iii) The relevant Constituent Union shall respond within 5 days of receipt of the information in 12.01 (e) (ii).
- (iv) Eligible, qualified Nurses, as per 12.01 (e) (i) of the bargaining unit will be given preference over external applicants.
- (v) If the position cannot be filled as per 12.01 (e) (iv), the position will be reposted and filled in accordance with Article 12.09

12.02 Should a Long or Short Assignment subsequently become a permanent position, it shall be posted and filled in accordance with Article 12.00.

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

12.04 The Employer shall make every effort to maximize the number of Permanent Positions and minimize the number of Long/Short Assignments.

12.05 Notwithstanding Article 38.07, a Nurse filling a Long/Short assignment may apply for or commence a Permanent Position.

12.06 (a) A Permanent Nurse who fills any type of Long/Short Assignment shall maintain their status and has the right to return to their Permanent Position upon completion of the Long/Short Assignment.

(b) In the event that a Long/Short Assignment is to be extended from the original duration as posted, the Nurse filling the position will be given the option of remaining for the extended period or returning to her previous position or casual status, where applicable, and salary, without loss of Seniority, and any other Nurse promoted or transferred because of the re-arrangement of positions shall be returned to their former position or Casual status, where applicable, and salary, without loss of Seniority.

(c) In the event a Nurse chooses to return to the Nurse's previous position or casual status, in accordance with Article 12.06 (b) the Nurse may, with mutual agreement, continue in the position for a maximum of sixty (60) **calendar** days, while a replacement is found.

12.07 The Employer shall only consider applications received by Human Resources by the closing date and time indicated on the posting.

12.08 Notification of Successful Applicant

The name of the successful applicant shall normally be provided to the Constituent Union within fourteen (14) calendar days of the appointment to the position.

12.09 Filling Vacancies

- (a) Subject to the displacement, lay off and recall provisions of this Agreement, in determining the successful candidate when filling a Permanent position, Permanent Seniority shall be the determining factor where two or more candidates are relatively equal in skills, ability and qualifications to perform the required duties of the position.
- (b) The job process used by the Employer may result in the awarding of the position to the most Senior qualified applicant without an interview being conducted.
- (c) Where two or more candidates are relatively equal, Permanent Seniority takes precedence over Casual Seniority.
- (d) Job posting decisions premised on a Casual Nurse's seniority will be based on the Casual Nurse's seniority on the last day of the pay period prior to the day of the posting deadline.
- (e) Only those postings which cannot be filled with a qualified Nurse from the Bargaining Unit will be available for filling from outside the Bargaining Unit.
- (f) Positions will be awarded to the successful candidate as soon as is reasonably possible following the closing date for the job posting.
- (g) In the event that a vacancy arises in the same position/classification title, within the same work area(s) and/or service within a three (3) month period of the closing date of the competition, the Employer is not required to post the vacancy. The position may be filled through a prior posting or existing competition within the three (3) month period.
- (h) The Employer may offer permanent part-time work of less than a 0.4 FTE to qualified Nurses on the unit, provided the new position is of the same classification as the Nurse's current position, without posting in order of seniority first to permanent part-time Nurses then casual Nurses.

12.10 Placement in a New Position

Should the successful candidate be chosen from the existing staff, the candidate shall normally be placed in the new position within thirty (30) calendar days of the Nurse's acceptance, or other date mutually agreed, regardless of the Nurse's current position.

To facilitate the placement in the new position the Employer will:

Offer shifts via the WASCL
Schedule PRNs if applicable
Schedule seasonal or internal travel nurses if applicable
Offer OT
Utilize external travel nurses and agencies, if applicable.

In the event that the successful candidate is not able to be placed in the new position within this thirty (30) calendar day period due to operational requirements, the matter shall be referred to the Executive Director or designate for resolution. Additionally, the Nurse shall receive the higher rate of pay, if any, for the new position, commencing on the thirty-first (31st) calendar day. In the event that the new role is an increase in FTE status, the Nurse will be scheduled to the increased FTE in either their new or existing work area until the Nurse is placed in the new position.

12.11 Trial Period

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

12.12 Unsuccessful Candidate

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

12.13 Grievance/Arbitration

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

12.14 Conditional Appointment

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

12.15 Multi-Unit/Multi-Site Positions

- (a) The Employer may create Multi-Unit/Multi-Site Positions within the Bargaining Unit which will comprise a maximum of three (3) patient care units where a Nurse will be regularly assigned. The combination of units created in accordance with this Article must be organized within the same service. The units will be identified in the job posting.
- (b) For the purposes of Article 12.15(a), “same service” refers to an established division within a healthcare organization that serves an identified patient population with similar nursing care needs.
- (c) Multi-Unit/Multi-Site positions in the Halifax Regional Municipality will be within a driving distance of fifty (50) km and for all other Multi Unit/Multi Site positions within a driving distance of seventy-five (75) km.
- (d) Only Nurses who apply for or seek placement, displacement or recall to a Multi-Unit or Multi-Site position can be assigned to work in such a position on a permanent basis.
- (e) When posting a Multi-Unit/Multi-Site Position the Employer shall designate the site where the Nurse will spend the majority of their work time as the Nurse’s home unit for the logistical purposes of:
 - (i) Request, approval and scheduling of all time off requests including vacation and holidays;
 - (ii) Displacement, layoff and recall; and
 - (iii) Request and approval of all leaves; and
 - (iv) Determining Constituent Union and entitlements that are specific to a Constituent Union (e.g. sick leave, retiree benefits)
- (f) Travel for Nurses in a Multi-Unit/Multi-Site position shall be reimbursed in accordance with the Employer’s travel policy. Time spent travelling between units that occurs during a scheduled shift will be considered time worked.

ARTICLE 13: PREGNANCY, PARENTAL and ADOPTION LEAVE

13.00 Pregnancy/Birth Leave/End of Pregnancy Leave

- (a) A pregnant Nurse is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to seventy- eight (78) weeks.
- (b) A pregnant Nurse shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Nurse is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Nurse determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Nurse determines, but not later than seventy-eight (78) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) Every Nurse shall be entitled to leave, in accordance with labour standards, for a pregnancy which ends prior to nineteen (19) weeks. The Nurse may 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.
- (g) If a pregnancy ends after the 19th week of pregnancy, the Nurse shall be entitled to up to sixteen (16) weeks of Pregnancy Leave. Article 13.04 Pregnancy Allowance shall apply.

13.01 Pregnancy Leave Notice

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

- (b) Where notice as required under Article 13.01(a) is not possible due to circumstances beyond the control of the Nurse, the Nurse will provide the Employer as much notice as reasonably practicable of the commencement of the Nurse's leave or return to work.
- (c) The Employer shall not terminate the employment of a Nurse because of the Nurse's pregnancy.

13.02 Pregnancy Sick Leave

Leave for illness of a Nurse arising out of or associated with a Nurse's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 13.00, may be granted sick leave in accordance with the provisions of the applicable Sick Leave Appendix (Appendix J or K).

13.03 Pregnancy/Birth Allowance

- (a) A Nurse entitled to pregnancy leave under the provisions of this Agreement, who provides the Employer with proof that the Nurse has applied for, and is eligible to receive employment insurance (E.I.) benefits pursuant to Section 22, *Employment Insurance Act*, S.C. 1996, c.23, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.).
- (b) In respect to the period of pregnancy leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the Nurse is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five per cent (75%) of her weekly rate of pay for each week of the one (1) week waiting period, less any other deductions received by the Nurse during the benefit period;
 - (ii) Where the Nurse has served the one (1) week waiting period in Article 13.04 (b) (i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Nurse is eligible to receive and ninety-three per cent (93%) of their weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during that period.
 - (iii) Up to a maximum of five (5) additional weeks, payments equivalent to the difference between the weekly E.I. benefits the Nurse is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during the period.
- (c) For the purpose of this allowance, a Nurse's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Nurse is entitled for her level on the increment scale and her position or classification on the day immediately

preceding the commencement of the pregnancy leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurse's classification. For the purposes of this calculation the hours used for a Part-Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Nurse as a percentage of full-time hours, whichever is greater.

- (d) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, benefits under the S.E.B. plan will be adjusted accordingly.
- (e) The Employer will not reimburse the Nurse for any amount the Nurse is required to remit to Human Resources Development Canada, where the Nurse's annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

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 allowance without the Nurse's returning to work; and
 - (ii) shall end not later than sixty one (61) weeks after the parental leave began as determined by the Nurse.
 - (iii) In no case shall the combined pregnancy/birth and parental/adoption leaves to which Nurse is entitled exceed a maximum of seventy eight (78) weeks.
- (b) The parental leave for a Nurse who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in Article 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 Parental and Adoption Leave Allowance

- (a) A Nurse entitled to parental or adoption leave under the provisions of this Agreement, who provides the Employer with proof that the Nurse has applied for and is eligible to receive employment insurance (E.I.) benefits pursuant to the *Employment Insurance Act*, 1996, shall be paid an allowance in accordance with the Supplementary Employment Benefit (S.E.B.) Plan.
- (b) In respect to the period of parental or adoption leave, payments made according to the S.E.B. Plan will consist of the following:
 - (i) Where the Nurse is subject to a waiting period of one (1) week before receiving E.I. benefits, payments equivalent to seventy-five percent (75%) of the Nurse's weekly rate of pay for each week of the one (1) week waiting period, less any other earnings received by the Nurse during the benefit period;
 - (ii) Where the Nurse has served the one (1) week waiting period in Article 13.06 (b) (i) one (1) additional payment equivalent to the difference between the weekly E.I. benefit, the Nurse is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other earnings received by the Nurse during the benefit period which may result in a decrease in the E.I. benefits to which the Nurse would have been eligible if no other earnings had been received during that period; and
 - (iii) Up to a maximum of ten (10) additional weeks,
 - a. where the Nurse is in receipt of Standard E.I. Parental Benefits, the payments will be equivalent to the difference between the weekly Standard E.I. Parental Benefits the Nurse is eligible to receive and ninety-three per cent (93%) of the Nurse's weekly rate of pay;
 - b. where the Nurse is in receipt of Extended E.I. Parental Benefits, the payments will be equivalent to the difference between the Weekly Standard E.I. Benefits the Nurse would have been eligible to receive and ninety-three percent (93%) of the Nurse's weekly rate of pay;
- (c) For the purposes of this article, "Standard E.I. Parental Benefits" means the E.I. benefits paid to a Nurse who is taking a parental leave of up to thirty-five (35) weeks and "Extended E.I. Parental Benefits" means the E.I. benefits paid to a Nurse who is taking a parental leave greater than thirty-five (35) weeks.

- (d) For the purposes of this allowance, a Nurse's weekly rate of pay will be one-half ($\frac{1}{2}$) the bi-weekly rate of pay to which the Nurse is entitled for the Nurse's level on the increment scale and the Nurse's position or classification on the day immediately preceding the commencement of the adoption leave. In the case of a Part-Time Nurse, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Nurse's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Nurse's classification. For the purposes of this calculation the hours used for a Part-Time Nurse shall be the actual hours paid, or the hours based on the current appointment status of the Part-Time Nurse as a percentage of full-time hours, whichever is greater.
- (e) Where a Nurse becomes eligible for a salary increment or pay increase during the benefit period, payments under the S.E.B. Plan will be adjusted accordingly.
- (f) The Employer will not reimburse the Nurse for any amount the Nurse is required to remit to Human Resources Development Canada where the Nurse's annual income exceeds one and one-half ($1\frac{1}{2}$) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

13.06 Pregnancy/Birth and Parental and Adoption Leave Deferral

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

13.07 Return to Work

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

13.08 Service and Seniority Continuation

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

13.09 Group Benefit Plan Continuation

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

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

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

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

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

13.10 Special Leave – Birth

Where a Nurse's spouse gives birth to a child, the Nurse shall be granted special leave without loss of regular pay up to a maximum of fifteen (15) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days.

13.11 Special Leave - Adopted Child

Special leave with pay up to a maximum of fifteen (15) scheduled hours shall be granted to a Nurse when an adopted child arrives in the Nurse's home. This leave may be divided into periods and granted on separate days.

13.12 Bridging of Service

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

- (a) The Nurse must advise the Employer in writing that the reason for the termination of employment is to raise a child.
- (b) If the Nurse is re-employed as a Permanent Nurse within two (2) years of the Nurse's termination date, the Nurse will have the previous Service with the Employer recognized as at the date of termination for the purposes of placement

on the appropriate level on the increment scale as set out in Article 8.00 and vacation accrual rate as set out in Article 10.00.

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

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE

14.00 Grievances

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

14.01 Union Approval

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

14.02 Grievance Procedure:

The following grievance procedure shall apply:

Step 1

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

submitted at Step 1 of the grievance procedure, the grievance may be submitted to Step 2.

Step 2

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

Step 3

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

14.03 Grievance Mediation

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

14.04 Union Referral to Arbitration

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

14.05 Union Representation

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

14.06 Time Limits

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

14.07 Amending of Time Limits

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

14.08 Termination of Employment

A Nurse who has been dismissed, may file a grievance, supported by the Union at Step 3 of the process to the Employer's designate within ten (10) days of the notification to a Representative of the Union of the dismissal.

14.09 Policy Grievance

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

14.10 Sexual Harassment and Personal Harassment

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

14.11 Pre-Hearing Disclosure

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

14.12 Notification of Referral to Arbitration

Either of the parties may, after exhausting the grievance procedure, notify the other party within ninety (90) calendar days of the receipt of the reply at Step 3 or such reply being due, of its desire to refer the grievance to arbitration pursuant to the provisions of the *Trade Union Act* and this Agreement.

14.13 Referral to Arbitration

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

14.14 Relief Against Time Limits

The time limit for the initial submission of the written grievance under Article 14.02 is mandatory. Subsequent time limits are directory and the arbitration board or single arbitrator shall be able to overrule a preliminary objection that the time limits are missed

from Step 2 onward, providing that the board or arbitrator is satisfied that the grievance has been handled with reasonable dispatch and the Employer's position is not significantly prejudiced by the delay.

14.15 Regular Arbitration Procedure

(a) Single Arbitrator

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

(b) Arbitration Board

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

(c) Arbitration Procedure

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

14.16 Expedited Arbitration Procedure

(a) Eligibility For Utilization

By mutual agreement, the parties may agree to have any grievance referred to expedited arbitration in accordance with the procedures set out herein.

(b) Rules of Procedure

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

14.17 Arbitration Award

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

14.18 Arbitration Expenses

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

ARTICLE 15: STAFF DEVELOPMENT

15.00 Letter of Appointment

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

15.01 Position Descriptions

- (a) A Nurse shall have access to a copy of the Nurse's current position description.
- (b) Copies of all current position descriptions shall be forwarded to the Union upon signing of this agreement. Thereafter, all new and revised position descriptions shall be provided to the Union within fifteen (15) days of revision.

15.02 Orientation

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

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

15.03 Voluntary Continuous Learning

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

ARTICLE 16: HEALTH AND SAFETY

16.00 Health and Safety Provisions

The Employer shall continue to make and enforce provisions for the occupational

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

16.01 Occupational Health and Safety Act

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

16.02 Joint Occupational Health and Safety Committee

- (a) The Employer shall establish and maintain one (or more) Joint Occupational Health and Safety Committee(s) as provided for in the *Occupational Health and Safety Act*.
- (b) The committee(s) shall consist of such number of persons as may be agreed to by the Employer and the Union.
- (c) At least one of the Employee members of the committee shall be a Nurses at the workplace who is not connected with the management of the workplace and the Employer may choose up to one-half of the members of the committee if the Employer wishes to do so.
- (d) The Nurses on the committee are to be determined by the Nurses they represent or designated by the Union that represents the Nurses.
- (e) The committee shall meet at least once each month unless:
 - (i) a different frequency is prescribed by the regulation; or
 - (ii) the committee alters the required frequency of meetings in its rules of procedure.
- (f) Where the committee alters the required frequency of meetings by its rules of procedure and the Director of Occupational Health and Safety Division of the Nova Scotia Department of Labour (hereinafter in this Article referred to as the "Director") is not satisfied that the frequency of meetings is sufficient to enable the committee to effectively perform its functions, the frequency of the meetings shall be as determined by the Director.
- (g) A Nurse who is a member of the committee is entitled to such time off from work as is necessary to attend meetings of the committee, to take any training prescribed by the regulations and to carry out the Nurse's functions as a member of the committee, and such time off is deemed to be work time for which the Nurse shall be paid by the Employer at the applicable rate.
- (h) The committee shall establish its own rules of procedure and shall adhere to

the applicable regulations.

- (i) Unless the committee determines another arrangement for chairing the committee in its rules of procedure, two of the members of the committee shall co-chair the committee, one of whom shall be selected by the members who represent Nurses and the other of whom shall be selected by the other members.
- (j) The rules of procedure established pursuant to Article 16.02(h) shall include an annual determination of the method of selecting the person or persons who shall:
 - (i) chair the committee; and
 - (ii) hold the position of the chair for the coming year.
- (k) Where agreement is not reached on:
 - (i) the size of the committee;
 - (ii) the designation of Nurses to be members; or
 - (iii) rules of procedure;

the Director shall determine the matter.

- (l) It is the function of the committee to involve the Employer and Nurses together in occupational health and safety in the workplace, and without restricting the generality of the foregoing, includes:
 - (i) the cooperative identification of hazards to health and safety and effective system to respond to the hazards;
 - (ii) the cooperative auditing of compliance with health and safety requirements in the workplace;
 - (iii) receipt, investigation, and prompt disposition of matters and complaints with respect to workplace health and safety;
 - (iv) participation in inspections, inquiries and investigations concerning the occupational health and safety of the Nurses and, in particular, participation in an inspection referred to in Section 50 of the *Occupational Health and Safety Act*;
 - (v) advising on individual protective devices, equipment, and clothing that, complying with the *Occupational Health and Safety Act* and the Regulations, are best adapted to the needs of the Nurses;
 - (vi) advising the Employer regarding a policy or program required pursuant to the *Occupational Health and Safety Act* or the Regulations and making recommendations to the Employer, the Nurses, and any person for the improvement of the health and safety of persons at the workplace;

- (vii) maintaining records and minutes of committee meetings in a form and manner approved by the Director and providing committee members with a copy of these minutes and providing an officer with a copy of these records or minutes on request. Both chairpersons will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chairperson will indicate in writing the source of this disagreement; and
- (viii) performing any other duties assigned to it:
 - (1) by the Director;
 - (2) by agreement between the Employer and the Nurses or the Union; or
 - (3) as are established by the Regulations of the *Occupational Health and Safety Act*.

16.03 Right to Refuse Work and Consequences of Refusal

- (a) Any Nurse may refuse to do any act at the Nurse's place of employment where the Nurse has reasonable grounds for believing that the act is likely to endanger the Nurse's health or safety or the health or safety of any other person until:
 - (i) the Employer has taken remedial action to the satisfaction of the Nurse;
 - (ii) the committee has investigated the matter and unanimously advised the Nurse to return to work; or
 - (iii) an officer appointed under the *Occupational Health and Safety Act* has investigated the matter and has advised the Nurse to return to work.
- (b) Where a Nurse exercises the Nurse's right to refuse to work pursuant to Article 16.03(a), the Nurse shall:
 - (i) immediately report it to the supervisor;
 - (ii) where the matter is not remedied to the Nurse's satisfaction, report it to the committee or the representative, if any; and
 - (iii) where the matter is not remedied to the Nurse's satisfaction after the Nurse has reported pursuant to Article 16.03(b)(i) and (ii), report it to the Occupational Health and Safety Division of the Department of Labour.
- (c) At the option of the Nurse, the Nurse who refuses to do any act pursuant to Article 16.03(a) may accompany an Occupational Health and Safety officer or the committee or representative, if any, on a physical inspection of the workplace, or part thereof, being carried out for the purpose of ensuring others understand the reasons for the refusal.
- (d) Notwithstanding Subsection 50 (8) of the *Occupational Health and Safety Act*, a

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

- (e) Subject to this Agreement, and Article 16.03(c), where a Nurse refuses to do work pursuant to Article 16.03(a), the Employer may reassign the Nurse to other work and the Nurse shall accept the reassignment until the Nurse is able to return to work pursuant to Article 16.03(a).
- (f) Where a Nurse is reassigned to other work pursuant to Article 16.03 (e), the Employer shall pay the Nurse the same wages or salary and grant the Nurse the same benefits as would have been received had the Nurse continued in the Nurse's normal work.
- (g) Where a Nurse has refused to work pursuant to Article 16.03(a) and has not been reassigned to other work pursuant to Article 16.03 (e), the Employer shall, until Article 16.03 (a)(i), (ii) or (iii) is met, pay the Nurse the same wages or salary and grant the Nurse the same benefits as would have been received had the Nurse continued to work.
- (h) A reassignment of work pursuant to Article 16.03(e) is not a discriminatory act pursuant to Section 45 of the *Occupational Health and Safety Act*.
- (i) A Nurse may not, pursuant to this Article, refuse to use or operate a machine or thing or to work in a place where:
 - (i) the refusal puts the life, health or safety of another person directly in danger; or
 - (ii) the danger referred to in Article 16.03 (a) is inherent in the work of the Nurse.

16.04 Restriction on Assignment of Work Where Refusal

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

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

16.05 First-Aid Kits

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

16.06 Protection of Pregnant Nurses

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

16.07 Protective Clothing

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

16.08 Nurse Safety and Security Measures

- (a) No form of abuse of a Nurse will be condoned. Every reasonable effort will be made to rectify an abusive situation.
- (b) The Employer shall provide security measures at the Emergency Department during the evening, night and weekend shifts.
- (c) Further, no Nurse shall be assigned to work without another Nurse, ~~or~~ employee, or assigned security for the work site.
- (d) Where the Employer can demonstrate that working alone is fundamental to the Nurses' position, a Working Alone Safety Plan shall be developed in consultation with the Nurse, management, OHSW and the Joint Occupational Health and Safety Committee.

16.09 Point of Care Risk Assessment

- (a) Before each patient/resident/client 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. Based on the PCRA the Nurse shall determine what personal protective equipment (PPE) to select and wear for that interaction. A PCRA should be performed even if the patient has been placed on Additional Precautions as additional PPE may be required.
- (b) The parties agree that the Nurse shall have access to the appropriate PPE, based on the PCRA. This may include but is not limited to gloves, mask, face protection, gowns, and respiratory protection.
- (c) When respiratory protection is required, the appropriate procedures will be followed in accordance with CSA standard Z94.4-11 as per Nova Scotia Occupational Health & Safety Regulations. The Nurse shall be supplied and use

only respirators that are approved by the National Institute for Occupational Safety and Health (NIOSH), or equivalent.

ARTICLE 17: WORKLOAD

- 17.00** (a) The Employer agrees to make every effort to maintain or improve safe standards of patient care.
- (b) Nurses assess acuity and status of their patient assignments.

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

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

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

- (b) Failing resolution of the complaint by the Manager, the Nurse may then refer the matter to the Labour Management Committee as set out in Article 28.
- (c) The Labour Management Committee shall meet as soon as possible to hear and attempt to resolve the complaint to the satisfaction of both Parties. The LMC shall provide a written response to the Nurse within ten (10) days of the meeting.
- (d) Where the matter is not satisfactorily resolved under (c) above, or the LMC has received more than ten (10) Clinical Capacity Reports related to separate incidents from a unit, the LMC will refer the matter to the Nurse Staffing Advisory Committee who will review the matter at the next scheduled meeting and provide a response within ten (10) days.
- (e) If the Nurse Staffing Advisory Committee is unable to provide a satisfactory resolution to the matter, the Nurse Staffing Advisory Committee will refer the matter to the Joint Nurse Staffing Steering Committee. Failing a satisfactory resolution by the Joint Nurse Staffing Steering Committee, the matter will be referred to the Vice President and a senior representative of the Constituent Union.

17.02 (a) **Nursing Workload Determination**

Nursing workload shall be determined by Nursing Hours of Care per Patient Day as part of the Nurse Staffing and Skill Mix Framework. Nursing hours of care per

patient day are equal to the number of nursing hours in one (1) day (excluding break times) divided by the number of patients on the unit. Nursing hours are based on average patient needs, staff assignment, nursing skill mix, and patient population.

The Nurse Staffing and Skill Mix Framework shall be maintained by the Joint Nurse Staffing Steering Committee (JNSSC) and implemented by the Nurse Staffing Advisory Committees (NSAC) as described in Appendix "O".

(b) **Dispute Resolution**

Disputes arising from the development, implementation, and application of the Nurse Staffing and Skill Mix Framework will first be considered by the Joint Nurse Staffing Steering Committee in consultation with the relevant Nurse Staffing Advisory Committee. The JNSSC may require the NSAC to conduct reassessments or request additional information and data as part of the resolution process. Where disagreement remains after reassessment by the JNSSC, the matter will be referred to Step 3 of the grievance process.

ARTICLE 18: PROHIBITION OF DISCRIMINATION

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

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

ARTICLE 19: RETIREMENT ALLOWANCE

19.00 A Nurse who retires because of age, or mental or physical incapacity, in accordance with the terms of the Canada Pension Plan or the NSHEPP Pension or the Provincial Superannuation Pension Plan, shall be granted a Retirement Allowance the equivalent of one (1) week of pay for each complete year of Service (as defined in Article 4.24) to a maximum of twenty-six (26) weeks pay.

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

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

19.02 A complete year shall mean 1950 regular hours paid. Nurses working less than Full-Time during their employment shall have their retirement allowance calculated in accordance with Article 19.00. However, years of service for the purpose of this calculation only, will be deemed to be to the total of the regular hours paid during their employment divided by 1950. Only completed years will be used to determine the Retirement Allowance. If the Nurse was working 70 hours bi-weekly the completed year shall be 1820.

19.03 Full-Time Nurses who were under the Civil Service prior to the amalgamation and who remained with the superannuation pension plan, shall remain in the Plan until retirement or voluntary withdrawal or upon leaving their Full-Time employment with the Employer.

19.04 The Employer shall request on an annual basis that representatives of the applicable Pension Plan are available in person or through alternative communication methods for Nurses to obtain information about the terms of the Pension Plan.

19.05 Work After Retirement

The Employer shall advise all Nurses who are seeking retirement about the possibility of returning to work as a Casual Nurse or a Permanent Part-Time Nurse while at the same time being in receipt of pension benefits in accordance with the provisions of the applicable Pension Plan.

19.06 Nurse Retention Bonus

The Employer will provide a Retention Bonus to eligible Nurses who agree to remain employed for the following twelve (12) months. The Retention Bonus shall be equal to two percent (2%) of the gross annual base earnings (exclusive of any premiums). The Retention Bonus will be paid following the completion of the twelve (12) month employment period. To be eligible a Nurse must be able to retire with an unreduced pension under the terms of the NSHEPP Pension Plan or the Provincial or Federal Superannuation Pension. The Nurse must apply in writing to participate in the Retention Bonus when they first become eligible. If the Nurse continues to be employed for second and subsequent years, the Retention Bonus will be applied automatically.

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

19.07 Retiree Recruitment Incentive

The Employer will provide a Recruitment Incentive of \$750 per 12 month period to any retired Nurse who, after retirement, agrees to return to work for at least thirty (30) "relief" shifts in a 12 month period. The \$750 will be paid to the Nurse after the completion of the minimum thirty (30) "relief" shifts. For clarity, the "relief" shifts must be shifts worked on a casual basis and does not include any "relief" shifts worked while holding a regular or temporary position with the Employer. The Casual Nurse must apply in writing to

participate in the Retiree Recruitment Incentive upon returning to work and reapply, in writing, for each subsequent 12 month period.

19.08 Retiree Benefits

Retired Nurses shall receive retiree benefits in accordance with the provisions of the predecessor collective agreements entered into between the Employer and the Constituent Unions of the Council.

19.09 Public Services Sustainability (2015) Act

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

ARTICLE 20: SICK LEAVE and LONG TERM DISABILITY

20.00 Present Sick Benefits Continued

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

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

STATUS QUO for sick benefits and retiree benefits:

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

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

APPENDIX "J"	NSNU ACUTE CARE (DHA's1-9, IWK)
APPENDIX "K"	NSGEU in IWK

ARTICLE 21: SUCCESSOR RIGHTS

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

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

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

ARTICLE 22: TERMINATION OF EMPLOYMENT

A. RESIGNATION

22.00 Notice of Resignation

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

22.01 Absence Without Permission

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

22.02 Acknowledgment of Letters of Resignation

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

22.03 Withdrawal of Resignation

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

22.04 Just Cause

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

B. DISCIPLINE

- 22.05**
- (a) If a Nurse is disciplined by the Employer, the Nurse shall be advised in writing of the reason(s) for the disciplinary action.
 - (b) If the Nurse is to be suspended or dismissed for cause by the Employer, the Nurse, a Labour Relations Representative of the Union and the President of the Local Union shall be advised in writing of the reason(s) for the action.
 - (c) The discontinuance of the assignment of shifts to a Casual Nurse shall not be deemed disciplinary.
- 22.06**
- (a) Should the Employer determine that a Nurse is to be advised in person of a disciplinary action (not including a suspension or termination) then the Nurse may have a representative of the Local Union present.
 - (b) The Employer will give the Nurse and a representative of the Local Union reasonable advance notice of the meeting.
 - (c) The Employer will be notified prior to the meeting, of the Nurse's intention to be accompanied by a representative of the Local Union.

- (d) Where circumstances warrant an immediate meeting, the meeting may proceed should a representative from the Local Union not be readily available.
- (e) In the case of a suspension or termination, the Nurse may elect to have a representative of the Union present provided it is in accordance with the above noted process and corresponding stipulations.

Disciplinary Record

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

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

ARTICLE 23: TRANSPORTATION, AMBULANCE ESCORT, AND AIR TRANSPORT

23.00 Reimbursement for Travel Between 2400 and 0600

A Nurse who is required to travel reasonable distances to or from work between 2400 and 0600 hours shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of Ten Dollars (\$10.00) each way per shift, or the kilometrage rate as per Article 23.03 to the above mentioned maximum.

23.01 Reimbursement for Transportation To and From Meetings

Nurse's shall be reimbursed for transportation to and from meetings or appointments that they are required to attend on the Employer's business.

23.02 Nurses Providing Own Transportation

Nurses providing their own transportation will be reimbursed at the kilometrage rate as per Article 23.03 to the above maximum.

23.03 Kilometrage Rate

Effective on the date of signing of this Collective Agreement the kilometrage rate shall be the base Provincial Civil Service rate as adjusted from time to time effective the date of the announcement of such change by government.

23.04 Other Expenses

- (a) The rates in this Article shall prevail in the event of conflict with the Employer's Travel Policy. Reasonable expenses incurred by Nurses for approved business or education travel for the Employer shall be reimbursed by the Employer to the following maximums:

Breakfast	\$ 8.00
Lunch	\$15.00
Dinner	\$20.00
Incidentals	\$ 5.00

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

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

- (b) Article 23.04(a) does not include meal, accommodations, and other routine Nurse expenses normally incurred in the course of the Nurse's work day. In the event the Nurse's work requires her to be beyond a sixteen (16) kilometer radius of the Employer's premises during the Nurse's recognized lunch meal period, the Nurse is entitled to the \$15.00 lunch allowance pursuant to Article 23.04(a).
- (c) Reasonable expenses incurred by Nurses on the business of the Employer shall be reimbursed by the Employer, provided approval for the expenditure has been obtained.

Ambulance/Air Transfer

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

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

Expenses

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

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

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

ARTICLE 24: ALCOHOL AND DRUG DEPENDENCY

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

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

ARTICLE 25: PERFORMANCE REVIEWS AND EMPLOYEE FILES

25.00 Performance Appraisal

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

25.01 Peer Review

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

25.02 Evidence

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

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

ARTICLE 26: NURSING SERVICES - OFF SITE

26.00 Nursing Services - Off Site

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

ARTICLE 27: JOB SHARING

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

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

Originating of Job Sharing Request

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

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

Recruitment for Job Sharing Partner

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

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

- 27.05** Should no Bargaining Unit Nurse be interested in the job sharing partner opportunity, the Employer will assess the practicality of recruitment outside of the Bargaining Unit. Only those positions which cannot be filled by a Bargaining Unit Nurse possessing the required skills, abilities and qualifications will be filled by a candidate from outside of the Bargaining Unit.
- 27.06** If no suitable job sharing partner is found, the applicant Full-Time Nurse (the Nurse who originated the job sharing request) will remain in the Nurse's previous position and the recruitment process concludes.

Notice to Discontinue

- 27.07** Upon the expiry of a job sharing arrangement, the Nurses will be returned to the same or equivalent Permanent Positions as held prior to the job share arrangement.
- 27.08** Each job sharing arrangement shall remain in effect for the specified term or until the Employer or one or more of the job sharing partners provides thirty (30) calendar days notice of their request to discontinue the job sharing arrangement or the Parties mutually agree to extend the arrangement. In the event that the Nurses and the Immediate Manager agree to extend the term of a Temporary Job Share for a further specified duration (not to exceed one (1) year), the Union members of the Labour Management Committee will be so informed.
- 27.09** Should a job sharing partner wish to discontinue the arrangement, the Employer shall replace the job sharing partner in accordance with Articles 27.03 and 27.04 above. Where no replacement job sharing partner is found, then the Nurse will be returned to the same or equivalent position held prior to the job share arrangement.

Terms of Job Sharing Arrangements

- 27.10** The job sharing partners shall propose the arrangement of hours of work to fulfill the requirements of the shared Full-Time position in accordance with the terms of the Agreement. These terms may change throughout the period of the job sharing arrangement and will be subject to Employer approval. The Employer shall not unreasonably deny such changes.
- 27.11** Job sharing Nurses will be paid for hours worked during the pay period.
- 27.12** A job sharing partner, including those who have not indicated an increase in availability under Article 7.22, may be required to be available on forty-eight (48) hours notice, to work any absences of their partner when a qualified alternate replacement is not available. Such time worked after the forty-eight (48) hours notice period shall not constitute overtime.

Applicability

- 27.13** This Article shall apply to all Nurses currently in job sharing arrangements.
- 27.14** However, Permanent Part-Time Nurses currently filling permanent job sharing arrangement shall abide by the following:

- (a) With thirty (30) calendar days notice, the Employer may discontinue a permanent job sharing arrangement. In this event, the Permanent Part-Time Nurse(s) in the job sharing arrangement on a permanent basis will maintain part-time status and be assigned to a position(s) of equivalent hours. The Employer will make every reasonable effort to continue job sharing arrangements.
- (b) A job sharing Nurse shall provide thirty (30) calendar days notice of the intention to leave the job sharing arrangement. The Employer shall attempt to replace the departing job sharing partner(s). Where no replacement job sharing partner is available, the Employer will provide the remaining job sharing partner(s) with a part-time position of equivalent hours.

ARTICLE 28: LABOUR MANAGEMENT COMMITTEE

28.00 The Employer and the Unions agree to establish a Labour Management Committee (LMC) whose duties are referred to throughout various provisions of the Collective Agreement and in this Article. The Terms of Reference for LMC can be found in Appendix "N".

28.01 Composition

The LMC shall be comprised of representatives of the Unions as set out below and up to an equal number of Employer representatives, including Human Resources representatives. A person designated by the Constituent Unions and the Employer shall Co-Chair the LMC.

The Employer will:

- Designate a Co-Chair who will serve two terms to provide consistent leadership.
- Ensure Nursing leadership representation at the Director/Executive Director level.

The Unions may select up to seven (7) representatives from the IWK Health Centre (6 from NSNU, 1 from NSGEU) for the LMC.

28.02 Role

The LMC shall meet to discuss matters of concern between the Parties and shall make particular reference to the following:

1. Staffing
2. Orientation
3. Workload
4. Scheduling
5. Transfers
6. Reassignment
7. Scheduling difficulties created by short-term and long-term absences
8. Duty to accommodate process
9. Clinical Capacity Reports as per Article 17

10. Once a calendar year, the Employer will endeavour to provide to the Union members of the LMC a list which contains all of the Long/Short Assignments as of a certain date, with the name of the current incumbent, or if none, identifies the position as vacant, the patient care unit, and the commencement date of the Long/Short Assignment.

28.03 Responsibilities

This Committee shall be responsible for:

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

28.04 Meetings

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

28.05 Travel Allowance

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

28.06 Work Site Labour Management

The Employer and a Constituent Union may agree to maintain or create a subcommittee comprised of Work Site specific Employer and Local Union representatives for the purpose of dealing with matters of concern between the Parties which are limited to that Work Site.

28.07 No Loss of Pay for Meetings during Working Hours

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

ARTICLE 29: WEEKEND NURSE

- 29.00 Where the Employer determines that a permanent Weekend Nurse position is to be filled, the position is to be posted in accordance with Article 12. The trial period provision of the Collective Agreement as set out in Article 12.11 shall apply. If the

Nurse's trial period or the Weekend Nurse Trial does not work out the Nurse will revert to pre-trial status as indicated in the Article 12.11.

- 29.01** The Weekend Nurse position will be integrated into the unit schedule planning (core staffing).
- 29.02** The Weekend Nurse shall be a Full-Time Nurse position.
- 29.03** The rotation of a Weekend Nurse shall normally be comprised of two (2) shifts of 11.25 hours and one (1) shift of 7.5 hours per week. However an option to scheduling and rotations may include a six (6) week cycle of two (2) weekends of three (3) shifts of 11.25 hours and one (1) weekend of two (2) shifts of 11.25 hours. In any rotation the combination of weekend hours worked will provide an average of thirty (30) hours worked (excluding meal breaks) each weekend.
- 29.04** Weekend Nurses shall be scheduled to attend work (on average) for thirty-two (32) hours (including meal and rest breaks) on a weekend; (30 hours excluding meal breaks) and be paid for 37.5 hours (work 80% of the hours of a Full-Time Nurse and be paid 100% pay of a Full-Time Nurse.)
- 29.05** For the purposes of the Weekend Nurse rotation only the weekend period shall be 07 00 hrs. Friday to 19 00 hrs. Monday.
- 29.06** (a) The concept of "method of pay" is to be examined by the Employer to determine the options. The option of paying an adjusted hourly rate for the hours worked (ie. 125% of the regular rate) or permitting an "automatic assumption" where the Nurse works thirty (30) hours and is deemed for the purpose of pay to have worked 37.5 hours, will be decided by the Employer.
- (b) It is recognized that in the case of an adjusted hourly rate as above, the benefits of the Collective Agreement that accumulate on the basis of regular hours paid will be accrued at an accelerated rate for each hour worked so that the benefits accumulated by the Full-Time Weekend Nurse shall equal the benefits accumulated by the Permanent Full-Time Nurse. Similarly the Weekend Nurse that accesses such accumulated benefits shall have the rate of utilization equally accelerated so that the time off periods for the Full-Time Weekend Nurse shall equal that of the Permanent Full-Time Nurse.
- 29.07** Weekend Nurses shall be eligible for all applicable premiums except weekend premiums.
- 29.08** The Weekend Nurse shall be entitled to participate in the Benefit Plans (subject to the eligibility provisions of the respective Benefit Plan) on the basis of a Full-Time Nurse.
- 29.09** Should a Weekend Nurse work beyond the scheduled shift on the weekend, the Weekend Nurse will be entitled to be paid overtime as set out in Article 7.18 and the hourly rate shall be based on the Permanent Nurse's applicable hourly rate. [note: this hourly rate may be the Weekend Nurse hourly rate depending on the method of compensation under Article 29.06 (a) above].

- 29.10** A Weekend Nurse who works shifts beyond the Nurse's regular schedule shall be compensated at the overtime rate of pay based on the applicable hourly rate for a Permanent Full-Time Nurse (not a Weekend Nurse).
- 29.11** Ordinarily a Weekend Nurse shall only be entitled to switch shifts with another Weekend Nurse, in accordance with Article 7.08 (b).
- 29.12** When Christmas and New Year's Day falls on a weekend, the Nurse shall be scheduled to work one of the weekends and shall be required to use Holiday time for the other. Other arrangements may be made between the Nurse and the Employer by mutual agreement.
- 29.13** A Weekend Nurse who works on a holiday shall be compensated at the applicable Weekend Nurse rate for all hours worked on the holiday. The premium portion of the pay for the holiday shall be at the applicable regular hourly rate of pay for a permanent (**not** Weekend) Nurse.

ARTICLE 30: CASUAL NURSES

- 30.00** Except where specifically provided herein, the provisions of the Collective Agreement apply to a Casual Nurse as defined in Article 4.00.
- 30.01** The Employer may offer work to a Casual Nurse subject to the provisions of Article 7 and Article 38.
- 30.02** Once a Casual Nurse accepts a work assignment including a scheduled extra shift, a relief shift, a long or short assignment, a period of Stand-by or a Call Back during a Stand-by, the Casual Nurse is obligated to work.
- 30.03** A Casual Nurse who has completed the probationary period, as per Article 4.21, may be disciplined or dismissed but only for just cause except that a Casual Nurse may also be dismissed where the Employer determines there is a lack of work or an unreasonable lack of availability on the part of the Casual Nurse in accordance with Article 7.21 (f).
- 30.04** Where the Employer has determined, as per Article 30.03, that it will no longer offer work to a Casual Nurse, it shall provide the Casual Nurse with a letter so advising within ten(10) days of its decision. The discontinuance of the assignment of shifts to a Casual Nurse shall not be deemed disciplinary.
- 30.05** In the event that a Casual Nurse does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, the employment of the Casual Nurse may be terminated at the discretion of the Employer. A casual Nurse who refuses to accept an offered shift of three (3) hours or less shall not be deemed to have been unavailable to work that shift.
- 30.06** **Service**

A Casual Nurse who becomes a Permanent Nurse shall have time worked in any position with the Employer commencing on the first shift worked in the most recent

employment relationship with the Employer, converted to Service, for the purpose of vacation accumulation only, on the basis of 1950 hours equaling one (1) year of Service.

30.07 Pay in Lieu of Benefits

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

30.08 Overtime

A Casual Nurse will not be entitled to overtime until they have worked in excess of seventy-five (75) hours in a bi-weekly pay period except as outlined in Article 7.18 (a).

30.09 Holiday Pay

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

30.10 Overtime on a Holiday

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

30.11 Movement on the Increment Scale - Casual Nurses

Anniversary Date - Casual Nurse: The date of the first shift worked as a Casual. Anniversary Date may change based on the provisions of Article 30.11 (b) of the Collective Agreement.

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

30.12 Casual Nurses appointed to Permanent Positions

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

30.13 Casual Nurses Appointed to Long and Short Assignments

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

30.14 Leaves

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

30.15 Exceptions

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

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

30.16 No Avoidance

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

ARTICLE 31: REDUCTION IN APPOINTMENT STATUS

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

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

31.02 Accordingly, a Permanent Nurse who seeks a temporary or permanent reduction in hours of work and appointment status will seek the approval of the Nurse's immediate manager by indicating the amount of reduced hours the Nurse seeks and the duration of

such reduced hours. The duration of a temporary reduction in hours must be specified and must not exceed one (1) year.

- 31.03** The immediate manager shall not unreasonably deny such a request. Approval by the immediate manager shall be discretionary and will ensure that the request will not adversely impact operational requirements.
- 31.04** The Employer will notify the Constituent Union, as designated, of an approved request. In addition, the Employer will advise the Constituent Union of either its intention to post the reduced hours or part-time equivalent of full-time hours within a reasonable time frame, pursuant to the provisions of Article 12, or to hold the posting. If the Employer intends to hold the posting, it shall also provide the reason(s) for doing so.
- 31.05** The Union and the Employer will keep track of the full time equivalent positions that may arise through this process.
- 31.06** The immediate manager may consider a request for an extension of the temporary reduction of hours and appointment status subject to the above noted considerations of operational requirements. The Employer will advise the Constituent Union if an extension is approved.
- 31.07** A Permanent Nurse who has requested a temporary or permanent reduction in the Nurse's hours of work and appointment status has status as a Part-Time Nurse. As such, they may submit availability for extra and relief shifts in accordance with Articles 7.21 - 7.24.
- 31.08** On the date of the return to work from a temporary reduction in hours, or at such earlier or later time as mutually agreed between the requesting Nurse and the immediate manager, the requesting Nurse is able to return to her previous position and salary without loss of Seniority or Service. Any other Nurse promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former or Casual status, where applicable, and salary without loss of Seniority or Service.
- 31.09** In extraordinary circumstances, the Employer may cancel a temporary reduction in hours with thirty (30) calendar days' notice. In the event a temporary reduction is cancelled, the Permanent Nurse is able to return to their previous position and salary without loss of Seniority or Service. Any other Nurse promoted or transferred because of the temporary reduction in hours of work and appointment status shall be returned to their former position or Casual status, where applicable, and salary without loss of Seniority or Service. The Employer will advise the Constituent Union of the reason(s) for the cancellation.

ARTICLE 32 : JOB SECURITY

32.00 Definitions

Worksite changed to work location

"work location" means the work location as defined in Article 4.31

32.01 Joint Committee on Technological Change

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

32.02 Definition

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

32.03 Introduction

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

32.04 Notice to Union

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

32.05 Training and Retraining

- (a) Where retraining of Nurses is necessary, it shall be provided during normal working hours where possible.

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

32.06 Application

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

32.07 Union Consultation

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

32.08 Transition Support Program

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

32.09 Nurse Placement Rights

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required according to objective tests of standards reflecting the functions of the job concerned, a Nurse whose position has become redundant, shall, have the right to be placed in a vacancy in the following manner and sequence:
 - (1) A position in the Nurse's same position classification/ classification grouping;
 - (2) If a vacancy is not available under (1) above, then any bargaining unit position for which the Nurse is qualified;

At each of the foregoing steps, all applicable vacancies shall be identified and the Nurses shall be assigned to the position of their choice, subject to consideration

of the provisions herein. If there is more than one Nurse affected, their order or preference shall be determined by their order of seniority.

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

32.10 Volunteers

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

32.11 Insufficient Volunteers

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

32.12 Layoff Notice

- (a) If there are remaining redundant Nurses after Article 32.10 and 32.11, the Employer shall give layoff notice to the most junior Nurse(s) pursuant to Article 32.14 in the classification/classification grouping from which the Employer requested volunteers for the Transition Support Program.
- (b) The Nurses in receipt of layoff notice shall have the rights of a Nurse in receipt of layoff notice pursuant to this Article.

32.13 Layoff

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

32.14 Layoff Procedure

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

32.15 Notice of Layoff

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

A Nurse who intends to exercise placement/displacement rights pursuant to (d) (i) above will indicate such intent to the Employer within two (2) full days following receipt of the layoff notice. If the Nurse does not indicate such intent within this period, the Nurse will be deemed to have opted to accept layoff in accordance with (d) (ii) above.

32.16 Pay in Lieu of Notice

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

32.17 Displacement Procedure

- (a) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualification are required, according to

objective tests or standards reflecting the functions of the job concerned, a Nurse in receipt of layoff notice has the right to displace another Nurse. The Nurse to be displaced shall be a Nurse with lesser seniority who:

- (i) Is the least senior Nurse in the displacing Nurse's classification / classification grouping who has the same designated percentage of full-time employment or
 - (ii) Where no such junior Nurse exists, the least senior Nurse in any classification / classification grouping who has the same designated percentage of full-time employment in the bargaining unit.
 - (iii) At each of the above steps, the displacing Nurse may elect to displace the least senior Nurse with a lower designation of full-time employment.
- (b) A Nurse who chooses to exercise rights in accordance with Article 32.17 may elect at any step, beginning with Article 32.15, to accept layoff and be placed on the Recall List or to resign with severance pay in accordance with Article 32.23(g)(ii).
- (c) A Nurse who is displaced pursuant to Article 32 shall be entitled to:
- (i) take the Transition Support Program, or
 - (ii) go on the Recall List, or
 - (iii) subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective test or standards reflecting the functions of the job concerned be placed in any vacancy in any bargaining unit.
- (d) A Nurse will have a maximum of two (2) full days to exercise their rights at any of the foregoing steps of the displacement procedures provided for herein.
- (e) Where a Nurse accepts a position in a classification, the maximum salary of which is less than the maximum salary of the Nurse's current classification, the Nurse shall be paid the salary of the classification of the Nurse's new position.

32.18 Recall Procedures

- (a) Nurses who are laid off shall be placed on a Recall List. Laid off Nurses shall fill out the Laid Off Nurse availability form in Appendix E.
- (b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests or standards reflecting the functions of the job concerned, Nurses placed on the Recall List shall be recalled by order of seniority to any position for which the Nurse is deemed to be qualified. Positions pursuant to this section shall include all positions in all bargaining units.

- (c) The Employer shall give notice of recall by registered mail to the Nurse's last recorded address. Nurses are responsible for keeping the Employer informed of their current address.
- (d) A Nurse entitled to recall shall return to the service of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds the Nurse is unable to do so. A Nurse who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of recall to the Nurse's same position classification title or position classification title series in which event the Nurse will be struck from the Recall List. However, a Nurse's refusal to accept recall to her same position classification title or position classification title series at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which the Nurse is employed elsewhere or for a recall to a position with a lower designated percentage of full-time employment.
- (e) Nurses on the Recall List shall be given first option of filling vacancies normally filled by casual workers, providing they possess the necessary qualifications, skills, and abilities, as determined by the Employer, reflecting the functions of the job concerned. A permanent Nurse who accepts such casual work retains the Nurse's permanent status.

32.19 Termination of Recall Rights

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

32.20 No New Nurses

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

32.21 Transition Support Program

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

32.22 Layoff Exception

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

32.23 Contracting Out

(a) **Notice**

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

(b) **Employer Disclosure**

The Employer shall disclose its reasons for contracting out when notice is provided pursuant to Article 32.23(a).

(c) **Union Response**

The Union shall be entitled to make proposals, including proposals on ways to avoid contracting out, within four (4) weeks of receiving notice pursuant to Article 32.23(a). The Union's suggestions should specifically address the reasons for the contracting out.

(d) **Employer Response**

After receipt of proposals or suggestions from the Union pursuant to Article 32.23(c), the Employer shall consider these proposals. The Employer shall either accept or reject, in whole or in part, such proposals. At this time, the Employer shall either make the TSP payment offer unconditional or retract the TSP payment offer.

(e) **Hiring Preference**

The Employer will make every reasonable effort, where work normally performed by members of the bargaining unit is contracted out, to obtain jobs for Nurses who have not exercised their rights under Article 32.23(d) and who are directly affected by the contracting out with the Contractor. The Employer will have made reasonable efforts when the Employer has:

- (i) required bidders to give Nurses a preference in hiring for job opportunities that will arise if they are successful in their bid;
- (ii) met with the Union to give the Union an opportunity to put forward its views on how the Nurse can try to obtain employment with the Contractor; and,
- (iii) met with the successful bidder and sought to make it a term of the contract with the Contractor that the Contractor must:

- (1) interview Nurses for job opportunities available with the Contractor to perform the contracted out work;
- (2) where the hiring to perform the contracted out work is subject to appropriate skills testing, offer to test Nurses;
- (3) extend job offers to Nurses who are qualified for available job opportunities with the Contractor to perform contracted out work; and
- (4) where there are more qualified Nurses than the Contractor has opportunities due to the contracted out work, to extend job offers on the basis of seniority.

(f) **TSP Payment Offers**

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

(g) **Placement Procedure**

- (i) If a sufficient number of Nurses accept the TSP payment offer, the Employer will place the remaining Nurses whose positions were declared redundant in the vacancies created by the Nurses accepting the TSP payment offer or other appropriate vacancies. This placement will be by seniority, subject to consideration of ability, experience, qualifications, or the Employer establishing that special skills or qualifications are required according to objective tests or standards reflecting the functions of the job concerned.
- (ii) Where the Nurse refuses a placement, the salary of which is at least seventy-five percent (75%) of the present salary of the Nurse's current position, the Nurse is deemed laid off. The Nurse will be entitled to severance as follows:
 - (1) One-half (1/2) month's pay if the Nurse has been employed for three (3) years, but less than ten (10) years;

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

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

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

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

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

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

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

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

(h) **Second TSP Payment Offer**

If, after the first offer of TSP Payment, there are Nurses remaining in positions which have been declared redundant, a second offer of a TSP payment will be made to broader classification(s)/classification groupings. The Employer will place the remaining redundant Nurses in the vacancies created by the Nurses accepting the TSP payment offer, or other appropriate vacancies, in the same manner as stated in Article 32.23(g).

(i) **Further TSP Payment Offers**

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

ARTICLE 33: TRANSITION SUPPORT PROGRAM

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

1.1 Voluntary Resignation and Seniority

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

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

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

1.2 Joint Committee on Technological Change

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

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

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

1.3 TSP

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

1.4 Displacement Process

- Step 1: At the point where the Employer decides the number of Nurses within a classification or classification group to be reduced, notification will be given to the Joint Committee on Technological Change. Following Joint Committee consultation, this information shall be made known to Nurses within that classification or classification group accompanied by a request for indications in writing of interest in voluntary resignation.

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

1.5 Salary Protection

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

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

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

1.6 Reduced Hours and TSP Payment

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

1.7 Release Form

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

1.8 Casual Shifts

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

1.9 TSP Severance Payment

The amount of TSP payment shall be equivalent to four (4) weeks' regular (i.e. excluding overtime) pay for each year of service to a maximum payment of fifty-two (52) weeks' pay and for a minimum payment of eight (8) weeks' pay. Where there is a partial year of service, the TSP payment will be pro-rated on the basis of the number of months of service. A Nurse who resigns in accordance with these provisions and is eligible to receive a pension under the NSHEPP Pension Plan or the Canada Pension Plan and commences receiving the pension immediately following the completion of the TSP payment, shall also be entitled to receive the Retirement Allowance under Article 19 of the Collective Agreement. The maximum combined TSP and Retirement allowance payment shall not exceed fifty-two (52) weeks. The retirement allowance will be paid to the Nurse at the earliest opportunity in accordance with the provisions of the *Income Tax Act of Canada*.

1.10 Formula for Part-time Hours

In determining the extent of the existing part-time relationship of a Nurse at the time of resignation, layoff or other application of this program where the hours worked are not

regular due to working additional shifts, the average of the Nurse's hours worked during the six (6) month period preceding the severance (or average over the preceding period of part-time employment where that period is less than six (6) months) will be used.

1.11 Continuation of Benefits

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

1.12 Re-employment Considerations

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

1.13 Number of Nurses

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

1.14 Severance Payment Method

It is understood that the method of payment of the severance (for example, lump sum or incremental payment schemes) shall be determined by the Nurse, provided that the total amount of payment is fully paid within the applicable notice payment period (not greater than fifty-two (52) weeks). That is, lump sum payments or other incremental payment schemes are possible.

1.15 Transition Services / EAP

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

1.16 Transition Allowance

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

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

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

ARTICLE 34: THE PENSIONS

34.00 Coverage of Employees

- (a) Nurses who are presently covered by a pension plan shall continue to be covered by the terms of that plan, subject to any mutual agreement to the contrary.
- (b) Nurses not presently covered by a pension plan shall be brought under the terms of the NSHEPP unless altered by mutual agreement of the parties.

ARTICLE 35: NURSE PRACTITIONERS

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

35.01 Hours of Work

- (a) A Nurse Practitioner is responsible, through a collaborative scheduling process, subject to approval by the Employer, to meet operational requirements which, for such Full-Time Nurse Practitioner shall be seventy-five (75) hours over a two (2) week period when averaged over a longer period of time (pro-rated for Part-Time). The longer period of time used to determine the averaging shall, after consultation with the Nurse Practitioner, be defined by the Employer and communicated to the Nurse Practitioner.
- (b) Nurse Practitioners who work shift work shall receive the weekends off provided by the rotations agreed to between the Employer and the Nurse Practitioner.

35.02 Nurse Practitioner - Overtime

Thirty (30) calendar days after the date of signing the Collective Agreement, a Nurse Practitioner shall provide to their manager their intent to participate in one of the overtime options as noted below. The option to change the method of overtime compensation shall only be available to a Nurse Practitioner upon being the successful candidate to another Nurse Practitioner position.

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

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

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

OR

- (b) Compensation as per Article 7.18 Overtime Provisions.

35.03 Nurse Practitioner - Recognition of Previous Experience

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

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

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

35.04 Required Education

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

Where it is not possible to schedule such required education into the Nurse Practitioner's regular hours of work, the Nurse Practitioner shall be paid in accordance with the applicable Appendix B1- NSNU.

35.05 Nurse Practitioner Vacation Scheduling

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

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

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

35.06 Nurse Practitioner Resignation

A Nurse Practitioner, shall provide a letter of resignation to the Employer with as much notice as possible prior to the effective date of termination, and in any event, not less than four (4) weeks prior to the effective date of termination. The Employer may accept a shorter period of notice.

Accrued vacation and holiday shall be paid on the day of resignation or on the next regular pay day where the resignation day and pay day are not the same.

- 35.07** Notwithstanding Article 35.08 (below), the following articles are applicable to Nurse Practitioners who work shift work:

Article 7.20 Meal Allowance
Article 23.03 Transportation to/from Work

35.08 Exceptions

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

Article 7.00 Hours of Work
Article 7.01 MOA for changes in shift length
Article 7.02 Shift start and stop times
Article 7.03 Scheduling Model
Article 7.04 Shift Duration and Rotation changes
Article 7.15 Weekends Off
Article 7.18 Overtime Provisions (unless chooses option (b) per article 35.02)
Article 10.03 Vacation Scheduling
Article 10.04 Vacation Request Approval
Article 10.05 Restriction on Numbers of Nurses on Vacation
Article 10.06 Unbroken Vacation
Article 39.07 Overtime for Part Timers (unless chooses option (b) per article 35.02)

- 35.09** Nurse Practitioner workload shall be managed collaboratively between a Nurse Practitioner and their manager, subject to the guarantee of protected patient-related, non-patient facing activities, of up to twenty percent (20%) of the Nurse Practitioner's scheduled work hours. This includes but is not limited to; completion of referral processes, lab, diagnostic and other investigations, collaborative and consultative interprofessional encounters.

Nurse Practitioners or the Employer may request a review of their practice area by the appropriate Nurse Staffing Advisory Committee for the purposes of determining the appropriate mix of patient-facing and non-patient facing work hours.

ARTICLE 36: EMPLOYER'S LIABILITY

36.00 Professional and General Liability

The Employer, the Union, and the Nurses agree to abide by the Professional and General Liability Insurance Policy. For clarification it is understood that this includes providing support to:

- (a) All Nurses who are witnesses or potential witnesses in any legal action which is based on a claim that a patient suffered bodily injury as a result of an error, mistake or malpractice to which insurance applies; and
- (b) Nurses who are named parties (defendants) in legal action based on a claim that a patient suffered bodily injury as a result of an error, mistake or malpractice at the Izaak Walton Killam Health Centre, so long as the Nurse was acting under the direction and control of the Named Insured and becomes legally obligated to pay because of bodily injury arising out of an error, mistake or malpractice to which this insurance applies.

ARTICLE 37: TEMPORARY REASSIGNMENT

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

A Work Area seeking to have Nurses reassigned to them will endeavour to minimize involuntary reassignment by using alternative resources including but not limited to utilizing the WASCL or assigning available PRNs.

37.01 Temporary Reassignment

- (a) occurs when a Nurse is temporarily reassigned by the Employer within the Reassignment area:
 - (i) to a different classification and position title; or
 - (ii) to a Work Location other than the Nurse's usual Work Location; or
 - (iii) to a patient care unit other than a Nurse's usual patient care unit.

For the purposes of the Article, "Reassignment Area" means, for a Nurse whose worksite is within Halifax Regional Municipality, a driving distance of fifty (50) km from the Nurse's worksite, and for all other Nurses, a driving distance of

seventy-five (75) km from the Nurse's worksite.

- (b) Nurses shall only be reassigned for the purpose of meeting operational needs. The Employer shall not exercise the right to reassign in an unreasonable or arbitrary manner.
- (c) When reassigned to a different Work Location, the Nurse shall receive pay for traveling time from one Work Location to the other Work Location and be reimbursed for approved expenses in accordance with the applicable travel policy
- (d) A Nurse who is temporarily reassigned from the Nurse's shift in accordance with this article for a duration equal to or greater than four hours shall receive a premium for all hours worked in the reassignment commencing in the first hour worked in the reassignment in the amount of \$1.25. No premium is payable for any hours worked in a temporary reassignment that is less than four hours.
- (e) A Nurse who is temporarily reassigned will retain the Nurse's regular hourly rate unless the Nurse is temporarily reassigned to a different classification and position title which has a pay scale which provides for a higher rate of pay, in which case the Nurse shall receive that higher rate of pay for the duration of the temporary reassignment.
- (f) If a Nurse reports to work and is temporarily reassigned to a shift with hours in excess of the Nurse's regularly scheduled shift, the Nurse will be entitled to the applicable overtime rate on that day. If the Nurse is reassigned to a different schedule after the first day, the reassigned schedule will be the applicable schedule and the Nurse will only trigger overtime in accordance with Article 7.18.
- (g) In the event that the reassignment results in the Nurse owing smoothing hours totaling less than 7.5 hours, the Nurse will be deemed to have worked those hours and no additional hours worked will be required.

If the deficit of hours owed to smooth is 7.5 hours or greater refer to Article 7.16 Smoothing Reconciliation.
- (h) Any reassignment pursuant to this Article will not affect the Constituent Union of the Nurses. The Employer will endeavour to reassign Nurses within the same Constituent Union.
- (i) The Nurse shall only be reassigned to work where the Employer deems the Nurse to be capable of performing the required duties. The Nurse may require orientation to the assignment.
- (j) If a situation requires a temporary reassignment, the Employer shall first request volunteers for the temporary reassignment. In the event of multiple volunteers, the Employer will give preference to seniority provided that the Nurses are of equal merit. If no Nurse volunteers, the Employer shall reassign in an equitable manner.

(k) In the event that a Nurse identifies a barrier to being reassigned, the Nurse will first discuss the barrier with the Manager to determine if concerns can be mitigated to allow the Nurse to be reassigned. If the concerns are unable to be mitigated between the Nurse and the Manager, the Nurse will be required to submit appropriate information to support the barrier to the Manager or Occupational Health as appropriate. The information will be reviewed by the Manager or Occupational Health and a reply in writing to the Nurse will be provided. The Nurse will not be temporarily reassigned until the Manager has replied in writing.

(l) **Voluntary Reassignment Outside Reassignment Area**

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

37.02 Emergencies

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

37.03 Job Postings

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

37.04 Grievances

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

37.05 Notification to the Union

The Employer will notify the Constituent Union of Nurses reassigned pursuant to Article 37.

ARTICLE 38: LONG AND SHORT ASSIGNMENT

38.00 Casual Availability List

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

38.01 Nurse(s) on Recall List

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

38.02 Long Assignments

- (a) A Long Assignment is non-permanent work of a duration greater than nine (9) months and shall be used for the purpose of filling vacancies temporarily vacated as a result of long term disability, job-share arrangements, Workers' Compensation leave, and approved leaves of greater than nine (9) months; and for staffing special projects.
- (b) Except in the circumstances outlined in paragraph (c) below Long Assignments shall be posted in accordance with Article 12.
- (c) Where the Long Assignment is being used to temporarily replace a Nurse on a pregnancy-related absence for a continuous period in excess of nine (9) months, which includes the total pregnancy leave combined with a Nurse's parental leave and any other related leave, the assignment may be filled in accordance with the procedure in Article 38.03. A Nurse on such long assignment shall in all other respects be treated as a Nurse on Long Assignment.
- (d) A Permanent Nurse who applies for and accepts a Long Assignment shall maintain the Nurse's permanent status for the duration of that Assignment. Benefits shall be pro-rated in accordance with the designation of the Assignment.
- (e) A Casual Nurse who accepts a Long Assignment shall receive fifteen (15) days paid vacation leave pro-rated for the designation and the duration of the Nurse's assignment.
- (f) Notwithstanding Article 30.15, a Casual Nurse who accepts a Long Assignment shall only be excluded from the following benefits:
 - (i) Leave of Absence for Political Office (Article 9.07)
 - (ii) Education Leave (Article 9.09)
 - (iii) Vacation (Article 10)
 - (iv) Military Leave (Article 9.14)
 - (v) Pregnancy Leave Allowance (Article 13.04)
 - (vi) Adoption Leave Allowance (Article 13.06)

- (vii) Retirement Allowance (Article 19)
 - (viii) Long Term Disability (Article 20.00)
 - (ix) Job Sharing (Article 27)
 - (x) Job Security (Article 32)
 - (xi) Deferred Leave (Appendix D)
- (g) All benefits enjoyed by a Casual Nurse in a Long Assignment shall be pro-rated, if appropriate, for the designation and duration of the Assignment.
- (h) A Casual Nurse who accepts a Long Assignment shall be entitled to:
- (i) Group Insurance (Article 40), Medical Benefits, and at the Casual Nurse's option, Pension (Article 34), so long as the Nurse meets the eligibility requirements of the applicable plan, pro-rated for the designation of the Long Assignment if the designation of the Long Assignment is .4 FTE but less than full time;
 - (ii) Group Insurance (Article 40), Medical/Dental Benefits, and, at the Casual Nurse's option, Pension (Article 34) so long as the Nurse meets the eligibility requirements of the applicable plan, if the designation is full time;
- (i) A Casual Nurse who accepts a Long Assignment will be scheduled in accordance with Article 7 of this Agreement.
- (j) Overtime shall be granted in accordance with Article 7 or Article 39, whichever is applicable to the Assignment.
- (k) When the Long Assignment ends, a Permanent Nurse shall return to the Nurse's former position, or if that position no longer exists, the matter shall be referred to the Joint Committee on Technological Change.
- (l) When a Long Assignment ends, a Casual Nurse shall return to the Work Area Specific Casual List(s).
- (m) If a Long Assignment or consecutive Long Assignment(s) extends beyond four (4) years, a Casual Nurse in such Assignment(s) shall receive all benefits a permanent Nurse would receive.

38.03 Short Assignments

- (a) A Short Assignment is non-permanent work of a duration of greater than two (2) months but not exceeding nine (9) months.
- (b) Short Assignments shall be filled from the Work Area Specific Casual List as follows:
- (i) Nurses on the recall list in order of their seniority;
 - (ii) Permanent Part-time Nurses in order of their seniority;

(iii) Casual Nurses in order of their seniority.

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

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

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

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

38.05 Termination of Assignments

- (a) The Employer may terminate a Long Assignment or a Short Assignment, at any time.

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

38.06 Pay in Lieu of Notice

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

38.07 Completion of Assignments

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

38.08 Casuals Placed in Assignments

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

ARTICLE 39: PART-TIME NURSES

39.00 Application of Collective Agreement

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

39.01 Entitlement to Benefits

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

39.02 Hours Worked

- (a) "Hours worked" for a part-time Nurse shall mean the Nurse's designated hours of work.
- (b) Although not "hours worked" as applicable in this Article, when a part-time Nurse works an extra shift or relief shift assignment, the Nurse shall receive an additional amount over and above her current rate of pay in lieu of benefits.

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

(d) **Part-Time Smoothing**

The provisions of Article 7.16 also apply to a "smoothed" Part-Time Nurse. If a permanent Part-Time Nurse or Part Time Nurse in a long/short assignment requests, and if the Employer agrees, and with no less than thirty (30) days notice to the Employer, the Employer shall average ("smooth") the regular bi-weekly earnings of the Nurse based on the Nurse's designated appointment status. The Nurse shall be scheduled over the designated rotation period to average the Nurse's designated appointment. Such request shall not be unreasonably denied.

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

39.03 Earning Entitlements

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

39.04 Unpaid Leave

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

39.05 Bereavement Leave

A Nurse who has a death in their immediate family shall receive seven (7) calendar days leave pursuant to Article 9.04, however, the minimum hours of paid leave shall be pro-rated as to the Nurse's designation. All other bereavement leaves pursuant to Article 9.04 shall not be pro-rated.

39.06 Service

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

39.07 Overtime

(a) Part-time Nurses will be entitled to overtime compensation in accordance with this Agreement when they work in excess of the normal full-time bi-weekly hours.

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

39.08 Group Insurance

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

39.09 Pension

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

ARTICLE 40: GROUP INSURANCE

40.00 Group Life and Medical Plans

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

40.01 Long Term Disability Plans

The terms of the long term disability plans, including those changes adopted from time to time, shall be deemed incorporated by reference into this collective agreement and shall

be considered enforceable in the same way as all other provisions of this collective agreement. This provision applies to all of the plans in effect as of the signing date of this collective agreement, unless otherwise agreed by the parties.

40.02 Provincial Group Benefits Committee

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

40.03 Committee Composition

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

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

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

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

40.04 Purpose of Committee

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

40.05 Amendment of Benefit Coverage

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

40.06 Additional Responsibilities of Committee

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

40.07 Limitations on Powers of Committee

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

40.08 Terms of Reference

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

ARTICLE 41: LETTERS OF AGREEMENT AND MEMORANDA OF AGREEMENT

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

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

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

ARTICLE 42: TERM OF AGREEMENT

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

Signed at Halifax Regional Municipality, on November 21, 2023

For the Council:

For the IWK Health Centre:

Amy Goodall

~~*[Signature]*~~

Signed at Halifax Regional Municipality, on _____, 2023

For the Council:

Janet Hayes
NSNU

Chris Allrecht
NSNU

Bruce Smith
CUPE

Alyette Blum
NSGEU

Susan Yee
Unifor

For the IWK Health Centre:

Appendix “A”
Classifications and Pay Scales

APPENDIX “A-1”

NSNU CLASSIFICATIONS AND PAY SCALES Hourly Rates (Approximate Annual Equivalents for Full-Time)

November 1, 2023 - October 31, 2025

Pay Grade	Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		% Increase: 3.00%		% Increase: 2.00%	
					Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate
USN	Undergraduate Student Nurse	Start					\$25,6500	\$50,018	\$26,4195	\$51,518	\$26,5516	\$51,776	\$27,3481	\$53,329	\$27,8951	\$54,395
RND1	RN-1	Start	\$31,2883	\$61,012	\$31,7576	\$61,927	\$32,2340	\$62,856	\$33,2010	\$64,742	\$33,3670	\$65,066	\$34,3680	\$67,018	\$35,054	\$68,358

Pay Grade	Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		Wage Adjustment - \$1.05		2 Additional Steps (2.5% & 2.5%)		% Increase: 3.00%		% Increase: 2.00%			
					Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate		
RN02	RN-2	Start	\$35,2108	\$68,661	\$35,7390	\$69,691	\$36,2751	\$70,736	\$37,3634	\$72,859	\$37,5502	\$73,223	\$38,6002	\$75,270	\$38,6002	\$75,270	\$39,7582	\$77,528	\$40,5534	\$79,079		
		Year 1	\$36,2536	\$70,694	\$36,7974	\$71,755	\$37,3494	\$72,831	\$38,4699	\$75,016	\$38,6622	\$75,391	\$39,7122	\$77,439	\$39,7122	\$77,439	\$40,9036	\$79,762	\$41,7217	\$81,357		
		Year 2	\$37,4270	\$72,983	\$37,9884	\$74,077	\$38,5582	\$75,188	\$39,7149	\$77,444	\$39,9135	\$77,831	\$40,9635	\$79,879	\$40,9635	\$79,879	\$42,1924	\$82,275	\$43,0362	\$83,921		
		Year 3	\$38,7317	\$75,527	\$39,3127	\$76,660	\$39,9024	\$77,810	\$41,0995	\$80,144	\$41,3050	\$80,545	\$42,3550	\$82,592	\$42,3550	\$82,592	\$43,6257	\$85,070	\$44,4982	\$86,771		
		Year 4	\$40,0818	\$78,160	\$40,6830	\$79,332	\$41,2932	\$80,522	\$42,5320	\$82,937	\$42,7447	\$83,352	\$43,7947	\$85,400	\$43,7947	\$85,400	\$45,1085	\$87,962	\$46,0107	\$89,721		
		Year 5	\$41,4847	\$80,895	\$42,1070	\$82,109	\$42,7386	\$83,340	\$44,0208	\$85,841	\$44,2409	\$86,270	\$45,2909	\$88,317	\$45,2909	\$88,317	\$46,6496	\$90,967	\$47,5826	\$92,786		
		Year 6													\$46,4232	\$90,525	\$47,8159	\$93,241	\$48,7722	\$95,106		
		Year 7													\$47,5838	\$92,788	\$49,0113	\$95,572	\$49,9915	\$97,483		
		Year 25	\$42,9366	\$83,726	\$43,5807	\$84,982	\$44,2345	\$86,257	\$45,5615	\$88,845	\$45,7893	\$89,289	\$46,8761	\$91,408	\$46,8761	\$91,408	\$49,2492	\$96,036	\$50,7267	\$98,917	\$51,7412	\$100,895
RN03	RN-3	Start	\$36,1300	\$70,453	\$36,6720	\$71,510	\$37,2221	\$72,583	\$38,3388	\$74,761	\$38,5305	\$75,134	\$39,5805	\$77,182	\$39,5805	\$77,182	\$40,7679	\$79,497	\$41,5833	\$81,087		
		Year 1	\$37,1727	\$72,487	\$37,7303	\$73,574	\$38,2963	\$74,678	\$39,4452	\$76,918	\$39,6424	\$77,303	\$40,6924	\$79,350	\$40,6924	\$79,350	\$41,9132	\$81,731	\$42,7515	\$83,365		
		Year 2	\$38,3463	\$74,775	\$38,9215	\$75,897	\$39,5053	\$77,035	\$40,6905	\$79,346	\$40,8940	\$79,743	\$41,9440	\$81,791	\$41,9440	\$81,791	\$43,2023	\$84,244	\$44,0663	\$85,929		
		Year 3	\$39,6511	\$77,319	\$40,2459	\$78,480	\$40,8496	\$79,657	\$42,0751	\$82,046	\$42,2855	\$82,457	\$43,3355	\$84,504	\$43,3355	\$84,504	\$44,6356	\$87,039	\$45,5283	\$88,780		
		Year 4	\$41,0010	\$79,952	\$41,6160	\$81,151	\$42,2402	\$82,368	\$43,5074	\$84,839	\$43,7249	\$85,264	\$44,7749	\$87,311	\$44,7749	\$87,311	\$46,1181	\$89,930	\$47,0405	\$91,729		
		Year 5	\$42,4359	\$82,750	\$43,0724	\$83,991	\$43,7185	\$85,251	\$45,0301	\$87,809	\$45,2553	\$88,248	\$46,3053	\$90,295	\$46,3053	\$90,295	\$47,6945	\$93,004	\$48,6484	\$94,864		
		Year 6													\$47,4629	\$92,553	\$48,8868	\$95,329	\$49,8645	\$97,236		
		Year 7													\$48,6495	\$94,867	\$50,1090	\$97,713	\$51,1112	\$99,667		
		Year 25	\$43,9213	\$85,646	\$44,5799	\$86,931	\$45,2486	\$88,235	\$46,6062	\$90,882	\$46,8392	\$91,336	\$47,9260	\$93,456	\$47,9260	\$93,456	\$50,3522	\$98,187	\$51,8628	\$101,132	\$52,9001	\$103,155

Pay Grade	Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		Wage Adjustment - \$1.05		2 Additional Steps (2.5% & 2.5%)		% Increase: 3.00%		% Increase: 2.00%	
					Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate
RN04	RN-4	Start	\$37,0492	\$72,246	\$37,6049	\$73,330	\$38,1690	\$74,430	\$39,3141	\$76,663	\$39,5107	\$77,046	\$40,5607	\$79,093	\$40,5607	\$79,093	\$41,7775	\$81,466	\$42,6131	\$83,096
		Year 1	\$38,0920	\$74,280	\$38,6634	\$75,394	\$39,2434	\$76,525	\$40,4207	\$78,820	\$40,6228	\$79,214	\$41,6728	\$81,262	\$41,6728	\$81,262	\$42,9230	\$83,700	\$43,7815	\$85,374
		Year 2	\$39,2655	\$76,568	\$39,8545	\$77,716	\$40,4523	\$78,882	\$41,6659	\$81,249	\$41,8742	\$81,655	\$42,9242	\$83,702	\$42,9242	\$83,702	\$44,2119	\$86,213	\$45,0961	\$87,937
		Year 3	\$40,5703	\$79,112	\$41,1789	\$80,299	\$41,7966	\$81,503	\$43,0505	\$83,948	\$43,2658	\$84,368	\$44,3158	\$86,416	\$44,3158	\$86,416	\$45,6453	\$89,008	\$46,5582	\$90,788
		Year 4	\$41,9203	\$81,745	\$42,5491	\$82,971	\$43,1873	\$84,215	\$44,4829	\$86,742	\$44,7053	\$87,175	\$45,7553	\$89,223	\$45,7553	\$89,223	\$47,1280	\$91,900	\$48,0706	\$93,738
		Year 5	\$43,3874	\$84,606	\$44,0382	\$85,874	\$44,6988	\$87,163	\$46,0398	\$89,778	\$46,2700	\$90,227	\$47,3200	\$92,274	\$47,3200	\$92,274	\$48,7396	\$95,042	\$49,7144	\$96,943
		Year 6													\$48,5030	\$94,581	\$49,9581	\$97,418	\$50,9573	\$99,367
		Year 7													\$49,7156	\$96,945	\$51,2071	\$99,854	\$52,2312	\$101,851
		Year 25	\$44,9060	\$87,567	\$45,5795	\$88,880	\$46,2633	\$90,213	\$47,6512	\$92,920	\$47,8895	\$93,385	\$48,9762	\$95,504	\$51,4556	\$100,338	\$52,9993	\$103,349	\$54,0593	\$105,416
RN05	RN-5 (Community Health Nurse)	Start	\$41,3933	\$80,717	\$42,0142	\$81,928	\$42,6444	\$83,157	\$43,9237	\$85,651	\$44,1433	\$86,079	\$45,1933	\$88,127	\$45,1933	\$88,127	\$46,5491	\$90,771	\$47,4801	\$92,586
		Year 1	\$42,8712	\$83,599	\$43,5143	\$84,853	\$44,1670	\$86,126	\$45,4920	\$88,709	\$45,7195	\$89,153	\$46,7695	\$91,201	\$46,7695	\$91,201	\$48,1726	\$93,937	\$49,1361	\$95,815
		Year 2	\$44,3557	\$86,494	\$45,0210	\$87,791	\$45,6963	\$89,108	\$47,0672	\$91,781	\$47,3025	\$92,240	\$48,3525	\$94,287	\$48,3525	\$94,287	\$49,8031	\$97,116	\$50,7992	\$99,058
		Year 3	\$45,8400	\$89,388	\$46,5276	\$90,729	\$47,2255	\$92,090	\$48,6423	\$94,852	\$48,8855	\$95,327	\$49,9355	\$97,374	\$49,9355	\$97,374	\$51,4336	\$100,296	\$52,4623	\$102,301
		Year 4	\$47,4443	\$92,516	\$48,1560	\$93,904	\$48,8783	\$95,313	\$50,3446	\$98,172	\$50,5963	\$98,663	\$51,6463	\$100,710	\$51,6463	\$100,710	\$53,1957	\$103,732	\$54,2596	\$105,806
		Year 5													\$52,9375	\$103,228	\$54,5256	\$106,325	\$55,6161	\$108,451
		Year 6													\$54,2609	\$105,809	\$55,8887	\$108,983	\$57,0065	\$111,163
		Year 25	\$49,1048	\$95,754	\$49,8415	\$97,191	\$50,5890	\$98,649	\$52,1067	\$101,608	\$52,3672	\$102,116	\$53,4539	\$104,235	\$56,1600	\$109,512	\$57,8448	\$112,797	\$59,0017	\$115,053
		RN06	RN-6 (Clinical Nurse Educator)	Start	\$44,3558	\$86,494	\$45,0211	\$87,791	\$45,6964	\$89,108	\$47,0673	\$91,781	\$47,3026	\$92,240	\$48,3526	\$94,288	\$48,3526	\$94,288	\$49,8032	\$97,116
Year 1	\$45,8400			\$89,388	\$46,5276	\$90,729	\$47,2255	\$92,090	\$48,6423	\$94,852	\$48,8855	\$95,327	\$49,9355	\$97,374	\$49,9355	\$97,374	\$51,4336	\$100,296	\$52,4623	\$102,301
Year 2	\$47,3243			\$92,282	\$48,0342	\$93,667	\$48,7547	\$95,072	\$50,2173	\$97,924	\$50,4684	\$98,413	\$51,5184	\$100,461	\$51,5184	\$100,461	\$53,0640	\$103,475	\$54,1253	\$105,544
Year 3	\$48,8104			\$95,180	\$49,5426	\$96,608	\$50,2857	\$98,057	\$51,7943	\$100,999	\$52,0533	\$101,504	\$53,1033	\$103,551	\$53,1033	\$103,551	\$54,6964	\$106,658	\$55,7903	\$108,791
Year 4	\$50,5186			\$98,512	\$51,2764	\$99,989	\$52,0455	\$101,489	\$53,6069	\$104,533	\$53,8749	\$105,056	\$54,9249	\$107,104	\$54,9249	\$107,104	\$56,5726	\$110,317	\$57,7041	\$112,523
Year 5															\$56,2980	\$109,781	\$57,9869	\$113,074	\$59,1466	\$115,336
Year 6															\$57,7055	\$112,526	\$59,4367	\$115,902	\$60,6254	\$118,220
Year 25	\$52,2868			\$101,959	\$53,0711	\$103,489	\$53,8671	\$105,041	\$55,4831	\$108,192	\$55,7605	\$108,733	\$56,8473	\$110,852	\$59,7252	\$116,464	\$61,5170	\$119,958	\$62,7473	\$122,357

Pay Grade	Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		Wage Adjustment - \$1.05		2 Additional Steps (2.5% & 2.5%)		% Increase: 3.00%		% Increase: 2.00%	
					Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate
RN08	RN-8 (Occupational Health Nurse)	Start	\$40.0135	\$78,026	\$40.6137	\$79,197	\$41.2229	\$80,385	\$42.4596	\$82,796	\$42.6719	\$83,210	\$43.7219	\$85,258	\$43.7219	\$85,258	\$45.0336	\$87,816	\$45.9343	\$89,572
		Year 1	\$41.3989	\$80,728	\$42.0199	\$81,939	\$42.6502	\$83,168	\$43.9297	\$85,663	\$44.1493	\$86,091	\$45.1993	\$88,139	\$45.1993	\$88,139	\$46.5553	\$90,783	\$47.4864	\$92,598
		Year 2	\$42.7842	\$83,429	\$43.4260	\$84,681	\$44.0774	\$85,951	\$45.3997	\$88,529	\$45.6267	\$88,972	\$46.6767	\$91,020	\$46.6767	\$91,020	\$48.0770	\$93,750	\$49.0385	\$95,625
		Year 3	\$44.1693	\$86,130	\$44.8318	\$87,422	\$45.5043	\$88,733	\$46.8694	\$91,395	\$47.1037	\$91,852	\$48.1537	\$93,900	\$48.1537	\$93,900	\$49.5983	\$96,717	\$50.5903	\$98,651
		Year 4	\$45.7152	\$89,145	\$46.4009	\$90,482	\$47.0969	\$91,839	\$48.5098	\$94,594	\$48.7523	\$95,067	\$49.8023	\$97,114	\$49.8023	\$97,114	\$51.2964	\$100,028	\$52.3223	\$102,028
		Year 5													\$51.0474	\$99,542	\$52.5788	\$102,529	\$53.6304	\$104,579
		Year 6													\$52.3236	\$102,031	\$53.8933	\$105,092	\$54.9712	\$107,194
Year 25													\$54.1549	\$105,602	\$55.7796	\$108,770	\$56.8952	\$110,946		
RN09	RN-9 (Enterostomal Therapist; Infection Control Nurse)	Start	\$41.3990	\$80,728	\$42.0200	\$81,939	\$42.6503	\$83,168	\$43.9298	\$85,663	\$44.1494	\$86,091	\$45.1994	\$88,139	\$45.1994	\$88,139	\$46.5554	\$90,783	\$47.4865	\$92,599
		Year 1	\$42.7842	\$83,429	\$43.4260	\$84,681	\$44.0774	\$85,951	\$45.3997	\$88,529	\$45.6267	\$88,972	\$46.6767	\$91,020	\$46.6767	\$91,020	\$48.0770	\$93,750	\$49.0385	\$95,625
		Year 2	\$44.1693	\$86,130	\$44.8318	\$87,422	\$45.5043	\$88,733	\$46.8694	\$91,395	\$47.1037	\$91,852	\$48.1537	\$93,900	\$48.1537	\$93,900	\$49.5983	\$96,717	\$50.5903	\$98,651
		Year 3	\$45.5562	\$88,835	\$46.2395	\$90,167	\$46.9331	\$91,520	\$48.3411	\$94,265	\$48.5828	\$94,736	\$49.6328	\$96,784	\$49.6328	\$96,784	\$51.1218	\$99,688	\$52.1442	\$101,681
		Year 4	\$47.1507	\$91,944	\$47.8580	\$93,323	\$48.5759	\$94,723	\$50.0332	\$97,565	\$50.2834	\$98,053	\$51.3334	\$100,100	\$51.3334	\$100,100	\$52.8734	\$103,103	\$53.9309	\$105,165
		Year 5													\$52.6167	\$102,603	\$54.1952	\$105,681	\$55.2791	\$107,794
		Year 6													\$53.9321	\$105,168	\$55.5501	\$108,323	\$56.6611	\$110,489
Year 25													\$55.8197	\$108,848	\$57.4944	\$112,114	\$58.6442	\$114,356		

Pay Grade	Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		% Increase: 8.00%		% Increase: 3.00%		% Increase: 0.50%		% Increase: 3.00%		% Increase: 2.00%	
					Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Sept.01-22 Hourly Rate	Sept.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate
NP01	NP-1 (Specialty Nurse Practitioner and Primary Health Care Nurse Practitioner)	Start	\$49.1449	\$95,833	\$49.8821	\$97,270	\$50.6303	\$98,729	\$54.6807	\$106,627	\$56.3211	\$109,826	\$56.6027	\$110,375	\$58.3008	\$113,687	\$59.4668	\$115,960
		Year 1	\$50.6648	\$98,796	\$51.4248	\$100,278	\$52.1962	\$101,783	\$56.3719	\$109,925	\$58.0631	\$113,223	\$58.3534	\$113,789	\$60.1040	\$117,203	\$61.3061	\$119,547
		Year 2	\$52.2318	\$101,852	\$53.0153	\$103,380	\$53.8105	\$104,930	\$58.1153	\$113,325	\$59.8588	\$116,725	\$60.1581	\$117,308	\$61.9628	\$120,827	\$63.2021	\$123,244
		Year 3	\$53.8473	\$105,002	\$54.6550	\$106,577	\$55.4748	\$108,176	\$59.9128	\$116,830	\$61.7102	\$120,335	\$62.0188	\$120,937	\$63.8794	\$124,565	\$65.1570	\$127,056
		Year 4	\$55.5126	\$108,250	\$56.3453	\$109,873	\$57.1905	\$111,521	\$61.7657	\$120,443	\$63.6187	\$124,056	\$63.9368	\$124,677	\$65.8549	\$128,417	\$67.1720	\$130,985
		Year 5	\$57.4554	\$112,038	\$58.3172	\$113,719	\$59.1920	\$115,424	\$63.9274	\$124,658	\$65.8452	\$128,398	\$66.1744	\$129,040	\$68.1596	\$132,911	\$69.5228	\$135,569
		Year 25	\$59.4665	\$115,960	\$60.3583	\$117,699	\$61.2637	\$119,464	\$66.1649	\$129,022	\$68.1498	\$132,892	\$68.4905	\$133,556	\$70.5452	\$137,563	\$71.9561	\$140,314

Pay Grade	Classification	Steps	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.50%		% Increase: 1.50%		% Increase: 3.00%		% Increase: 0.50%		2 Additional Steps (2.5% & 2.5%)		% Increase: 3.00%		% Increase: 2.00%	
					Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-23 Hourly Rate	Nov.01-23 Approx. Annual Rate	Nov.01-24 Hourly Rate	Nov.01-24 Approx. Annual Rate
GE 34	Licensed Practical Nurse	Step 1	\$28.3268	\$55,238	\$28.7517	\$56,066	\$29.1830	\$56,907	\$30.0585	\$58,614	\$30.2088	\$58,907	\$30.2088	\$58,907	\$31.1151	\$60,674	\$31.7374	\$61,888
		Step 2	\$28.9760	\$56,503	\$29.4106	\$57,351	\$29.8518	\$58,211	\$30.7474	\$59,957	\$30.9011	\$60,257	\$30.9011	\$60,257	\$31.8281	\$62,065	\$32.4647	\$63,306
		Step 3	\$29.6020	\$57,724	\$30.0460	\$58,590	\$30.4967	\$59,469	\$31.4116	\$61,253	\$31.5687	\$61,559	\$31.5687	\$61,559	\$32.5158	\$63,406	\$33.1661	\$64,674
		Step 4	\$30.4229	\$59,324	\$30.8792	\$60,214	\$31.3424	\$61,118	\$32.2827	\$62,951	\$32.4441	\$63,266	\$32.4441	\$63,266	\$33.4174	\$65,164	\$34.0857	\$66,467
		Step 5											\$33.2552	\$64,848	\$34.2529	\$66,793	\$34.9380	\$68,129
		Step 6											\$34.0866	\$66,469	\$35.1092	\$68,463	\$35.8114	\$69,832
		Step 25	\$31.4876	\$61,400	\$31.9600	\$62,322	\$32.4394	\$63,257	\$33.4126	\$65,155	\$33.5796	\$65,480	\$35.2796	\$68,795	\$36.3380	\$70,859	\$37.0648	\$72,276

NSNU LIST OF POSITIONS – IWK

Note: This list is not exhaustive and may not include new positions and/or new pay classifications for positions approved by LMC through a Memorandum of Agreement. The Parties acknowledge that there may be positions excluded from this list that have not been negotiated by the Parties as per Article 8.15.

Graduate Nurse	RN-1
Registered Nurse	RN-2
Reproductive Health Program Nurse	RN-2
Lactation Consultant	RN-2
Central Intake Nurse	RN-2
Clinical Procurement Lead	RN-2
Community Care Resource Nurse	RN-3
Community Mental Health Nurse	RN-3
Bilingual Nurse Coordinator	RN-3
Diabetes Educator	RN-3
Discharge Planning Nurse	RN-3
Reproductive Health Nurse Coordinator	RN-3
Resource Coordinator Cancer Surveillance	RN-3
School Health Partnership Nurse	RN-3
Breast Health Coordinator	RN-3
Coordinator, AIS 24/5 Inpatient Unit	RN-3
Enteral Device Coordinator	RN-3
Cardiac First Assist Nurse	RN-4
Clinical Leader, Operations	RN-4
Clinical Leader, Development	RN-4
Clinical Workload Measurement Coordinator	RN-4
Flight Nurse	RN-4
Clinical Practice Leader (position within School Health)	RN-4
Trauma Care Coordinator	RN-4
Consultant, Nursing Professional Practice	RN-4
Community Mental Health & Addiction Nurse	RN-5
Occupational Health Nurse	RN-8
Clinical Nurse Specialist	RN-9
Enterostomal Therapist	RN-9
RN – Infection Control	RN-9
Patient Safety Consultant	RN-9
Perinatal Nurse Consultant	RN-9

Nurse Practitioner
Neonatal Nurse Practitioner

NP-1
NP-1

**APPENDIX “B”
EDUCATION and EDUCATION PREMIUMS**

Appendix “B1”
NSNU

15.05 Required Education

- (a) The Employer shall provide and fund any Employer required training/education for a Nurse.
- (b) The Employer will make every effort to arrange for the presentation of the required training/education during a Nurse’s scheduled hours of work.
- (c) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the Nurse. For the purposes of this Article, time spent travelling to an education session at a distance in excess of two hundred and fifty (250) kilometres round trip from the Nurse’s home site will be considered time worked and will be compensated on the following conditions. Travel time will be calculated at the rate of one (1) hour for each one hundred (100) kilometres traveled. A Nurse will only be compensated for travel time for required education if the total travel time plus the time spent in the education session exceeds the normal shift length of the Nurse and for which the Nurse is already being compensated.
- (d) A Nurse may take the time in lieu at a mutually agreed time. A Casual Nurse (except a Casual Nurse while in a long or short assignment) shall be entitled to compensation as pay only.
- (e) When a Nurse Practitioner is required by the Employer to attend courses, the Nurse Practitioner is required to schedule such course(s) into the Nurse’s regular hours of work.
- (f) The Nurse (including Casual Nurses) shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer’s travel policy.
- (g) A Nurse may use these required education hours to qualify for Education Premiums in Appendix “B”.

NSNU MEMORANDUM OF AGREEMENT
EDUCATION PREMIUMS

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

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

A. EDUCATION PREMIUMS

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

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

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

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

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

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

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

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

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

(d) Masters Degree in Nursing

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

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

B. CANADIAN NURSE ASSOCIATION CERTIFICATION PREMIUM

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

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

Appendix "B2"
NSGEU Licensed Practical Nurses in IWK

18.12 In-Services Conferences

- (a) The Employer may grant permission to a Nurse to attend in-service conference(s), where in the opinion of the Employer, such a conference is relevant to the Nurse's respective field and where such attendance will not interfere with efficient operation. Such permission shall not be unreasonably withheld.
- (b) Where an in-service conference(s) is not held during the Nurse's scheduled hours of work, the Nurse shall be paid for all hours of attendance in accordance with Article 7 or Article 39, whichever is applicable.

Appendix "C1"

NURSING PRACTICE AND NURSING LEADERSHIP PREMIUMS

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

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

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

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

A Nurse may qualify for one of the education premiums from Appendix B, Category A, the premium from Category B and either or both of the Nursing Practice and Nursing Leadership Premiums from Appendix C1.

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

EXPLANATION OF NURSING PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the Nurse is either required to take because of the location or service in which the Nurse works or may choose to take voluntarily regardless of the location or service the Nurse works. Orientation

education DOES NOT qualify towards this premium. The following lists are not exhaustive and are provided for illustrative purposes only.

A. CERTIFICATION IN A SPECIALITY (40 POINTS)

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

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

Some examples of certifications that apply:

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

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

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

Some examples of the courses that apply:

- ✓ Advanced Cardiac Life Support (ACLS)
- ✓ Pediatric Advanced Life Support (PALS)
- ✓ Advanced Trauma Life Support (ATLS)
- ✓ Advanced Life Support, Obstetrics (ALSO)
- ✓ Acute Care of the at-Risk Newborn (ACORN)
- ✓ Advanced Pediatric Life Support (APLS)
- ✓ AWHON Fetal Monitoring Course
- ✓ Chemotherapy/Biotherapy Provider Course
- ✓ APON Certified Pediatric Palliative Care Trainer Course
- ✓ AMRM (Transport Team Radio Course)

- ✓ Sugar, Temperature, Artificial breathing, Blood pressure and Emotional Support (STABLE)
- ✓ Cardiac: Sugar, Temperature, Artificial breathing, Blood pressure and Emotional Support (Cardiac STABLE)
- ✓ Neonatal Resuscitation Program (NRP)
- ✓ IMCU Course (Immediate Care Unit Course)
- ✓ ENPC (Emergency Nursing Pediatric Course)
- ✓ TNCC (Trauma Nursing Core Course)

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

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

Some examples of courses or workshops that apply:

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

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

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

Some examples of courses that apply:

- ✓ Non-Violent Crisis Intervention (in the year in which the course is taken)
- ✓ Team Building
- ✓ Conflict Resolution
- ✓ Program Planning and Evaluation
- ✓ Palliative Care Workshop/Conference
- ✓ Any Nursing Specialty Nursing Conference
- ✓ Bereavement Follow-Up Workshop
- ✓ Telehealth Session
- ✓ Attendance at the Education Day of the NSNU AGM

- ✓ NSNU Labour School (in the year you attend only)
- ✓ Delegated Medical Functions
- ✓ Post Entry Level Competencies
- ✓ CFNU Biennium

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

This category is applicable when the Nurse attends an education event which is minimally 1 hour in duration and may be considered an “in-service” either scheduled or ad hoc in nature. Nurses are required to receive authorization from their manager prior to claiming a webinar. Such Authorization shall not be unreasonably denied.

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

Some examples that apply:

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

F. E-LEARNING (5 POINTS)

There are many examples of learning delivered via electronic education modules that may be hospital developed or they may be offered through the public domain. The Nurse must provide proof of having participated and completed the modules.

The e-learning must be a minimum of one (1) hour in duration (estimated time of completion), however the Nurse may accumulate time from several e-learning modules to obtain the one (1) hour requirement. Only modules having a test component will be considered (if there is no test component the learning may be considered a webinar pursuant to E).

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

Some examples that apply:

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

G. EDUCATION (10-25 POINTS AS SPECIFIED)

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

Some examples that apply:

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

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

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

EXPLANATION OF NURSING LEADERSHIP PREMIUM CATEGORIES

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

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

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

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

B. PROFESSIONAL ASSOCIATION INVOLVEMENT

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

Executive Member: You would claim this according to the office you hold within your Professional Association (**Constituent Unions**). If you claim for this, you do not also claim for being a member as higher points are awarded to recognize the fact you are a member who holds an office with that Association.

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

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

The following things can also be included:

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

The following things DO NOT qualify:

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

C. PUBLICATIONS/PRESENTATIONS

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

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

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

In addition the following qualifies:

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

D. RESEARCH

To claim for anything in this category the research must be in progress, or started or completed at any time within the 12 month claim period. You can claim for it one year only even if the study overlaps into a subsequent year. I.e. if the same research study overlaps

into the next year then it cannot be claimed again. Each study you are involved in may be claimed individually for points. You must be “officially” listed as either a Principal Investigator or a Co-Investigator. If your involvement is a requirement of your job this does not qualify for points.

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

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

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

Some examples that apply:

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

F. ACCEPTS ADDITIONAL LEADERSHIP RESPONSIBILITIES

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

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

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

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

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

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

(5 points)

Serves as a Mentor- varying lengths of time - The period of time that can be claimed is only the weeks that are designated for the Mentor from the Mentor pool, or who was specifically identified and designated if outside the Mentor pool, to be working with the Nurse who learner, a new graduate, new to a clinical practice setting or a newly hired Nurse. If you have more than one person you mentor in a year, add them together to determine the number of weeks (months) and claim for the appropriate timeframe. Identify who you have mentored and the exact time frame. Points are either 15 or 25 depending on length of time you mentored.

Serves as a mentor for 1-3 months – 15 points

Serves as a mentor for 4-6 months – 25 points

G. SPECIAL PROJECTS (10-20 points)

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

Some examples of things that may qualify:

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

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

Appendix "C2"

NLPP Claims forms

Application Form for Nursing Practice Premiums

To be completed by Applicant and submitted to Manager by October 31st

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

For Internal Use by Management:

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

Description of Nursing Practice Points Claimed

NOTE: A Nurse MUST claim points in at least TWO CATEGORIES

For a more detailed description of types of education and points which can be claimed, see Appendix “C1” of the Collective Agreement (Explanation of Nursing Practice Premium Categories). If any discrepancy is noted between the explanations below and the explanation in the Collective Agreement, the language in the Collective Agreement prevails.

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

Category A	Certification Obtained	Date	Points Claimed	For Internal Use: Points Approved
<p>CERTIFICATION IN A SPECIALTY</p> <p>This is defined as a course of study which includes an evaluation component, and which leads to a specialty certification status/or specialty certificate for the Nurse. (Note this does not include the CNA specialty certifications which are already covered by a separate premium rate under Category B below. Nurses who are paid in a separate (higher) classification because they have certification cannot also claim for these points. These points can only be claimed in the year the certification is awarded.</p> <p>Examples of certifications that apply:</p> <ul style="list-style-type: none"> • Lactation Consultation • Infection Control Certification • Palliative Care Certificate • Critical Care Nursing Program (CCNP) this may be in Intensive Care or Emergency Care • Perioperative Care Nursing Program (PCNP) • Neonatal Intensive Care 				

<p>Nursing Program</p> <ul style="list-style-type: none"> • Perinatal (PEPP) Certificate Course • Registered Diagnostic Cardiac Sonographer • Certified Asthma Educator • Certified Specialist in Poison Information (CSPI) • Registered Diagnostic Obstetrics Sonographer • Diabetes Educator Certification • Enterostomal Therapist Certification <p>40 points</p>				
		TOTAL:		

Category B	Course Completed	Date	Points Claimed	For Internal Use: Points Approved
<p>COURSE IN A SPECIALTY (Requiring an evaluation component)</p> <p>This is defined as a course in a nursing specialty for which there is a required component to “pass”. These points can only be claimed in the year the course is taken. For those courses that require re-certification, the nurse is eligible for 5 points for subsequent years while the course certification remains valid.</p> <p>Examples of courses that apply:</p> <ul style="list-style-type: none"> • Advanced Cardiac Life Support (ACLS) • Pediatric Advanced Life Support (PALS) • Advanced Trauma Life Support (ATLS) • Advanced Life Support, Obstetrics (ALSO) • Acute Care of the at-Risk Newborn (ACORN) • Advanced Pediatric Life Support (APLS) 				

<ul style="list-style-type: none"> • AWHON Fetal Monitoring Course • Chemotherapy/Biotherapy Provider Course • APON Certified Pediatric Palliative Care Trainer Course • AMRM (Transport Team Radio Course) • Sugar, Temperature, Artificial Breathing, Blood Pressure & Emotional Support (STABLE) • Cardiac: Sugar, Temperature, Artificial Breathing, Blood Pressure & Emotional Support (Cardiac STABLE) • Neonatal Resuscitation Program (NRP) • Immediate Care Unit Course (IMCU) • Emergency Nursing Pediatric Course (ENPC) • Trauma Nursing Core Course (TNCC) <p>20 points for course</p> <p>5 points for subsequent years while course certification remains valid</p>				
		TOTAL:		

Category C	Course Completed and Time Duration	Date	Points Claimed	For Internal Use: Points Approved
<p>COURSE IN A SPECIALTY (not requiring an evaluation component)</p> <p>This is defined as a course in a nursing specialty that may be internally or externally developed but does not include an evaluation component. Although the Nurse may receive a certificate of completion/attendance for taking such a course, the Nurse is not considered 'certified'. Attendance or completion of such a course may only be claimed in the year in which it was taken (i.e. one time only). If the course is a minimum of 3.5 hours in duration, the Nurse will receive 10 points. If the course is a minimum of 7.5 hours in duration the Nurse will receive 15 points.</p> <p>Examples of courses or workshop that apply:</p> <ul style="list-style-type: none"> • Family-centre Care Course • Transport Team Course (if not a member of the Transport team where the course is part of orientation) • Extra Corporeal Life Support Course/Training (ECLS) • Neonatal E-Team Course • PICC Line Course <p>10 points - minimum 3.5 hrs.</p> <p>15 points - minimum 7.5 hrs.</p>				
		TOTAL:		

Category D	Course Completed and Time Duration	Date	Points Claimed	For Internal Use: Points Approved
<p>COURSE, WORKSHIOP or CONFERENCE in a GENERAL or SPECIALTY SKILL/THEORY or PROFESSIONAL/ PERSONAL DEVELOPMENT</p> <p>This is defined as a course or attendance at a learning session, workshop or conference that may or may not be directly nursing-related, but the skills/theory are applicable to the nursing practice environment in which the Nurse works. If the course or workshop is a minimum of 3.5 hours in duration, the Nurse will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the Nurse will receive 15 points. If attending a conference, the Nurse can only claim the conference as a whole.</p> <p>Examples of courses that apply:</p> <ul style="list-style-type: none"> • Non-violent Crisis Intervention (in the year in which the course is taken) • Team Building • Conflict Resolution • Program Planning & Evaluation • Palliative Care Workshop/Conference • Any Nursing Specialty Nursing Conference • Bereavement Follow-Up Workshop • Telehealth Session • Attendance at the Education Day of the NSNU AGM • NSNU Labour School (in the year attend only) • Delegated Medical Functions • Post Entry Level Competencies • CFNU Biennium <p>10 points - minimum 3.5 hrs. 15 points - minimum 7.5 hrs.</p>				
		TOTAL:		

Category E	In-service Completed and Time Duration	Date	Points Claimed	For Internal Use: Points Approved
<p>INSERVICE/HOSPITAL BASED EDUCATION SESSIONS</p> <p>This category is applicable when the Nurse attends an education event which is minimally 1 hour in duration and may be considered an “in-service” either scheduled or ad hoc in nature.</p> <p>If the learning is required to fulfill the role or if it is a general employee expectation, the points cannot be claimed. For example, education on ROP’s on a non-Nursing subject, new equipment, policies or basic nursing competencies does not apply.</p> <p>Nurses are required to receive authorization from their manager prior to claiming a webinar.</p> <p>Examples that apply:</p> <ul style="list-style-type: none"> • Numerous topics – must indicate the date & topic • Attendance at Grand Rounds • Journal Club attendance • Lunch & Learn sessions • Attendance at a Telehealth session <p>5 points - minimum 1 hr.</p>				
		TOTAL:		

Category F	E-Learning Completed and Time Duration	Date	Points Claimed	For Internal Use: Points Approved	
<p>E-LEARNING</p> <p>There are many examples of learning delivered via electronic education modules that may be hospital developed or they may be offered through the public domain. The Nurse must provide proof of having participated and completed the modules. The eLearning must be a minimum of one (1) hour in duration (estimated time of completion) and must include a test component. The Nurse may accumulate time from several eLearning modules to obtain the one (1) hour required.</p> <p>If the learning is required to fulfill your role or if it is a general employee expectation, the points cannot be claimed. For example: education on ROP's on a non-Nursing subject, new equipment, policies or basic nursing competencies (competencies acquired in entry nursing training program) does not apply.</p> <p>Examples that apply:</p> <ul style="list-style-type: none"> • Paramedic (S76 module/test) (Transport team) • Winter Survival eLearning module • Problematic Substance Abuse in the workplace • Self-Regulation • Violence in the Workplace <p>5 points - minimum (1) hour</p>					
		TOTAL:			

Category G	Education Completed	Date	Points Claimed	For Internal Use: Points Approved
<p>EDUCATION</p> <p>If the Nurse is enrolled in university within the 12 months claim period and then graduates within that same 12-month period, the nurse will now receive the appropriate premium under Appendix "B": Category A. I or (d) and the nurse cannot also claim for points under this section. Instructor-Level Status for designated courses includes CPR.</p> <p>Examples that apply:</p> <ul style="list-style-type: none"> • Enrolled in PhD in Nursing Program (minimally completing 2 courses per year – 25 points) • Enrolled in masters Nursing Program (minimally completing 2 courses per year – 20 points) • Enrolled in Nursing Degree Program (Minimally completing 2 courses per year – 15 points) • Instructor-Level Achievement for designated courses (e.g. CPR, ACLS, PALS, NRP, ATLS, ACORN, ALSO – 10 points) <p>10 to 25 points</p>				
		TOTAL:		

Applicant Comments:

Manager Comments:

**APPENDIX "C2"
NLPP CLAIMS FORMS**

Application Form for Nursing Leadership Premiums
To be completed by Nurse and submitted to Manager by October 31

Eligible 12 Month Period	November 1, 20_____ to October 31, 20_____							
Personal Information	Name							
	FTE Status (FT/PT/Casual)							
	Job Title							
	Classification (RN 2, etc)							
	Unit/Dept/Area worked							
	Manager's Name							
Points Claimed by Category (Details Attached)	A	B	C	D	E	F	G	Total/60
								/60
Applicant Signature: _____		Date: _____						

For Internal Use by Management:

Points Approved by Category (Details Attached)	A	B	C	D	E	F	G	Total/60
								/60
Premium Approval	Premium Approved _____				Premium Not Approved _____			
Rationale								
Proration for PT/Casual	**Regular Hours Paid: _____				Amount of Prorated Premium: _____			
	**from the previous Nov 1 to Oct 31 for the year of eligibility							
Manager Signature: _____		Date: _____						
Reviewer Signature: _____		Date: _____						

Description of Nursing Leadership Points Claimed

For a more detailed description of types of leadership activities and points which can be claimed, see **Appendix “C1”** of the Collective Agreement (Explanation of Nursing Leadership Premiums Categories). If any discrepancy is noted between the explanations below and the explanation in the Collective Agreement, the language in the Collective Agreement prevails. Volunteering for social activities of any kind are not eligible for leadership premiums.

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

Category A	Name of Committee/Task Force and Position Held	Number of Meetings Attended	Points Claimed	For Internal Use: Points Approved
<p>COMMITTEE/TASK FORCE INVOLVEMENT</p> <p>Hospital, Zone, Province, Union, Professional Organization or Association or Agency</p> <p>Many nurses sit on various committees that meet regularly throughout the year. In order to claim for the correct number of points the nurse must indicate the number committee meetings the nurse has been present. If the nurse is required to participate on a committee as part of their position responsibilities, points cannot be claimed for the committee work.</p> <p>5 to 20 points</p>				
			TOTAL:	

Category B	Name of Association	Position Held	Points Claimed	For Internal Use: Points Approved
<p>PROFESSIONAL ASSOCIATION INVOLVEMENT</p> <p>Member: This category can only be claimed if the nurse is currently a member in good standing (not expired) with their Professional Association on Oct 1st each year. If the nurse is a member of a national or provincial organization that automatically makes them a member of the local association, the nurse can claim only for the “parent” organization.</p> <p>Executive Member: Nurses must claim according to the office held within the Professional Association (including NSNU or NSGEU Provincially and at the Local Union Level). Nurses do not claim for being a member as higher points are awarded to recognize the fact that the nurse is a member who holds office within the Association.</p> <p>10 to 25 points</p>				

Category C	Publication/Presentation Details (where, when, name of conference presented at)	Date	Points Claimed	For Internal Use: Points Approved
<p>PUBLICATIONS/ PRESENTATIONS</p> <p>To claim for publication, the nurse must have been published in the past 12 months of the claim period. The nurse needs to provide information on where, when and the name of the conference presented at.</p> <p>Nurses can only claim once for the same publication. If a claim is made for speaking at the conference, the Nurse cannot also claim Practice Premium points for attending the Conference unless the Conference was attended in full.</p> <p>10 to 25 points</p>				
		TOTAL:		

Category D	Research Details and Role	Date (started/ completed)	Points Claimed	For Internal Use: Points Approved
<p>RESEARCH</p> <p>To claim in this category the nurse's research must be in progress, or started or completed at any time within the 12 month claim period. Claims are for one year only even if the study overlaps into a subsequent year. Each study with the nurse's involvement may be claimed individually for points. A Nurse must be "officially" listed as either a Principal Investigator or a Co-Investigator. If the nurse's involvement is a requirement of their job this does not qualify for points.</p> <p>5 to 25 points</p>				
		TOTAL:		

Category E	Details of Additional Duties/Leadership Role Taken On	Date	Points Claimed	For Internal Use: Points Approved
<p>UNIT RESOURCE/ SKILL / CONTENT EXPERT PERSON</p> <p>Points are awarded in consultation with the nurses' Manager. This category rewards those nurses who take on "additional" duties and a leadership role related to additional support, expertise, oversight needed by colleagues within their unit or work area around implementation or ongoing support for something of which the nurse's expertise is specifically being designated for that support.</p> <p>20 points</p>				
		TOTAL:		
Category F	Description of Additional Leadership Responsibilities	Date	Points Claimed	For Internal Use: Points Approved
<p>ACCEPTS ADDITIONAL LEADERSHIP RESPONSIBILITIES</p> <p>There are a variety of opportunities to take on additional leadership responsibilities and earn points in this category.</p> <ul style="list-style-type: none"> • Project Lead for new product • Charge Nurse/Team Lead • Researches/bench marks new procedures • Plans and conducts a patient care conference • Develops/Revises a new policy/procedure • Serves as a Mentor" varying lengths of time <p>5 to 25 points</p>				
		TOTAL:		

Category G	Description of Project	Date	Points Claimed	For Internal Use: Points Approved
<p>SPECIAL PROJECTS</p> <p>Points are awarded in consultation with the nurses' Manager. Points may be claimed if the nurse is involved in a planned endeavour, designed and implemented to address a patient, nursing, hospital or community health care concern or need.</p> <p>10 to 20 points</p>				
		TOTAL:		

Applicant Comments:

Manager Comments:

Appendix "D"

DEFERRED SALARY LEAVE PLAN

(a) Purpose

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

(b) Terms of Reference

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

(c) Eligibility

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

(d) Application

- (i) A Nurse must make written application to the Nurse's Chief Executive Officer or delegate at least three (3) calendar months in advance, requesting permission to participate in the Plan. A shorter period of notice may be accepted if deemed appropriate by the CEO or delegate. Entry date into the Plan for deductions must commence at the beginning of a pay period.
- (ii) Written acceptance or denial of the request, with explanation, shall be forwarded to the Nurse within two (2) calendar months of receipt of the written application.
- (iii) If after operational requirements are considered there is a conflict between two or more Nurses, that conflict will be resolved on the basis of Seniority.

(e) Leave

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

(f) Payment Formula and Leave of Absence

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

- (i) During the deferral period of the Plan, preceding the period of the leave, the Nurse will be paid a reduced percentage of the Nurse's salary. The remaining percentage of salary will be deferred and placed in a trust account. The accumulated amount plus the interest earned shall be retained for the Nurse in trust by the Employer to finance the period of leave. The money will not be accessible to the Nurse until the leave period except as provided in Section (h).
- (ii) Income Tax and Canada Pension Plan contributions are to be withheld from the gross salary less the deferred amounts during the deferral period and from the deferred amounts when paid to the Nurse during the period of leave. Employment Insurance premiums are to be based on the Nurse's gross salary during the period of the deferral and no premiums are to be withheld from the deferred amounts when paid.
- (iii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance). The Employer will consult with the financial institution maintaining the trust account to provide a rate of interest which is reflective of the nature of this plan. (eg. Averaging the interest rates in effect on the last day of each calendar month for: a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit). The rates for each of the accounts identified shall be those quoted by the financial institution maintaining the trust account. Interest shall be based upon the average daily balance of the account and credited to the Nurse's account on the first day of the following calendar month). Even though the interest is accrued and is not paid to the Nurse until the period of leave, it must be reported as income on the Nurse's T4 and is subject to tax withholdings in the taxation year it is earned during the deferral period.

- (iv) A yearly statement of the value of the Nurse's trust account specifying the deferred amount and interest earned will be sent to the Nurse, by the employer.
- (v) The maximum length of the deferral period (the term during which the Nurse has pay withheld to fund the leave period) will be six (6) years and the maximum deferred amount will be 33 1/3% of annual salary. The maximum length of any contract under the Plan will be seven (7) years.
- (vi) The Nurse may arrange for any length of deferral period in accordance with the provisions set out under (f)(v).
- (vii) All deferred salary plus accrued interest shall be paid to the Nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Nurse and the Employer.

(g) Benefits

- (i) Deferral of salary will not alter the Nurse's employment status. While the Nurse is enrolled in the Plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the Nurse would have received had the Nurse not been enrolled in the Plan.
- (ii) A Nurse's benefits will, at their option, and subject to the specific provisions of the Plan(s) text, be maintained by the Employer during the Nurse's leave of absence, however, all premium costs for such benefits shall be paid by the Nurse during the leave.
- (iii) While on leave, any benefits related to salary level shall be structured according to the salary the Nurse would have received in the year prior to taking the leave had the Nurse not been enrolled in the Plan.
- (iv) Subject to the provisions of the Pension Plan text, Pension Plan contributions shall continue during the leave period with the Nurse and Employer each contributing its share and the period of leave shall be a period of pensionable Service.
- (v) Pension Plan deductions shall be made on the salary the Nurse would have received had the Nurse not entered the Plan or gone on leave.
- (vi) Sick leave will not be earned during the period of leave, however, accumulated sick leave to the commencement of the leave period will accrue to the Nurse upon the Nurse's return from the leave.
- (vii) The period of leave will be a period of Service for the accumulation rate for retirement allowance and vacation.
- (viii) Vacation credits will not be earned during the period of leave; however, vacation earned up to the date of the deferred leave but unable to be taken prior to the date of the commencement of the leave period, will accrue to the Nurse upon the Nurses' return from the leave.

- (ix) Throughout the period of the leave of absence the Nurse shall not receive any salary or wages from the Employer, or from any other person or partnership with whom the Employer does not deal at arm's length, other than
 - (A) the amount by which the Nurse's salary or wage under the arrangement was deferred;
 - (B) the reasonable fringe benefits that the Employer usually pays into or on behalf of the Nurse.

(h) Withdrawal

- (i) A Nurse may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be submitted in writing, detailing the reason(s) therefore, as soon as possible prior to the commencement of the leave.
- (ii) A Nurse who is laid-off or has their employment terminated during the deferral period may withdraw from the Plan or leave the accumulated contributions plus interest in the fund pending the exhaustion of recall rights or possibility of reinstatement. In such case the Employer will continue as trustee for the deferred fund notwithstanding any termination of the employment relationship.
- (iii) In the event of withdrawal, the Nurse shall be paid a lump sum equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible but not later than sixty (60) calendar days of withdrawal from the Plan.
- (iv) Should a Nurse die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Nurse's estate as soon as possible, but not later than two pay periods following notice being given to the employer.

(i) Written Contract

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

APPENDIX "D"

DEFERRED SALARY PLAN APPLICATION AND CONTRACT

NURSE NAME: _____

ORGANIZATION: _____

NURSE I.D.: _____

JOB TITLE/CLASS AND STEP/BIWEEKLY SALARY: _____

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

APPLICATION

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

FINANCIAL ARRANGEMENTS

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

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

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

ADDITIONAL COMMENTS

CONTRACT APPROVAL

Nurse's Signature

Witness

CEO or Delegate

Date

Department of Human Resources

Date

APPENDIX "E"

LAI-D-OFF NURSE AVAILABILITY FORM

NAME : _____ DATE: _____

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

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

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

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

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

name sites _____.

(e) Other than recall to a Permanent Position, I am interested in working additional shifts (which may include a long/short assignment, extra shifts, and relief shifts).

YES NO

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

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

YES NO

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

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

Nurse Date: _____

Date: _____

APPENDIX "F"
CLINICAL CAPACITY REPORT

EMPLOYER NAME: _____

SITE: _____

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

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

(2) STAFFING (NUMBERS) SCHEDULED:	THIS SHIFT:
RN's _____	_____
LPN's _____	_____
OTHER _____	_____

Number of patients in isolation: _____

(3) NUMBER OF PATIENTS ON UNIT: _____

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

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

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

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

(8) Describe your response:

(9) What other options might have been considered:

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

Signature

Copies to:
Constituent Union; Employer, Nurse
GUIDELINES FOR USE

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

Clinical Capacity Follow- Up Report

REPLY OF THE MANAGER

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

SITE: _____

Describe findings:

Describe action/response:

Recommendations:

Date (YY/MM/DD)

Signature

Copies to:
*Nurse; **Constituent Union**; Employer*

APPENDIX "G"

NSNU Portability of Benefits Form

LAST NAME	FIRST NAME	MID.

As per Memorandum of Agreement #1 of the Collective Agreement of the Council of Nursing Unions

"The provisions of this Article apply to NSNU member only. In the event an Employer rehires a Nurse to a Permanent Position within six (6) months of the Nurse leaving or an Employer hires a Nurse to a Permanent Position to commence work within six (6) months of the Nurse leaving employment from a position in any other bargaining unit represented by the Nova Scotia Nurses' Union in the Province of Nova Scotia, the Nurse shall have Service with the previous Employer recognized for sick leave entitlement, vacation entitlement, retirement allowance, and placement on the increment scale (and advancement). Accumulated sick leave credits shall be recognized by the hiring Employer. Qualifying periods under the Benefit Plans of the hiring Employer will be set out as in the Plans. This provision is not applicable if the Nurse has been terminated for cause or retired in accordance with the NSHEPP Pension Plan. This provision is not applicable to a Casual Nurse.

Name of previous Employer:			
Last Date of Employment:			
Classification (FT/PT):			
Salary scale placement:	\$. /hr.	RN ___ \$, / annum	Year
Increment date:	/last increment		
Vacation entitlement:			
Sick Leave Balance:	hours		
Date of Hire – Retirement Allowance:			
Hours Paid (Retirement Allowance):			
Did you receive an Early Payout of Retirement Allowance / 2018 Long Service Award? :			
Applicable Education Premiums:			

Employee Signature

Date

Organization & Representative Signature
(Previous Employer)

Date

APPENDIX "H" and APPENDIX "I"
IWK
Part Time Employees and Casual Employees - Availability Form
Nursing Bargaining Unit

(Please provide a copy of this form to all Units/Depts/Programs noted below)

Name: _____ Home Unit/Dept/Program: _____

Position: _____ Manager: _____ Site: _____

Other Units/Depts/Programs where I hold a permanent or casual position in this bargaining unit:

Unit/Dept/Program	Manager	Position	Status (casual or permanent)

Current designated full-time equivalency (FTE) for all permanent positions held within this bargaining unit:
 (_____ hours bi-weekly)

Article 7.22 requires each Permanent Part-Time and Casual Nurse to indicate availability and willingness to perform **extra shifts** (shifts which are available prior to the posting of the schedule) for the Employer. **Please complete the following and enter the number of additional hours where applicable.**

Availability for Extra Shifts:
 A. _____ I am willing and available to work _____ additional scheduled hours (extra shifts) per pay period in my department or work area. Leave blank if not available.
 Total Regular scheduled Hours plus Available Hours = _____ (not to exceed 70/75 hours, based on the regular full-time hours of all permanent positions held within this bargaining unit).

Availability for Relief Shifts:
 B. _____ I am willing and available for relief shifts (shifts which become available after the schedule has been posted). Leave blank if not available.
 If you are interested in working relief shifts but have restrictions on your availability, please discuss these restrictions with your Manager who will determine whether the Employer can accommodate these restrictions.

In the box below, indicate your availability to be scheduled/called for extra/relief shifts (if your department uses Kronos for scheduling, you must provide your availability in Kronos, not in the table below):

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Day							
Evening							
Night							

I am not available the following specific date(s):

Employees are permitted to submit a revised Availability Form quarterly in accordance with Article 38.04 or more often where mutually agreed with the Employer. Such agreement shall not be unreasonably withheld. Changes to availability will not be abused.

I understand my Employer can assign me to work the hours set out in Section A at straight time rates except where overtime rates are applicable as per Article 7.18. My Employer can also offer me Relief Shifts after the schedule has been posted under Section B.

 Employee Date _____

 Employer per Date _____

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

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

NU16.02 Injury on Duty - WCB

- (a) Unless a Nurse, at the time the WCB claim is approved, specifically asks the Employer in writing not to pay the Nurse any supplement amount from the accumulated sick leave credits of the Nurse, where a Nurse is being compensated under the *Workers’ Compensation Act*, pay an Employer WCB payment supplement to the Nurse to the extent of the pre injury biweekly pay of the Nurse while maximizing the amount payable from the WCB. It is the intent of the Parties that in no circumstance shall the Nurse receive an increase of income while in receipt of WCB with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer shall deduct from the Nurse’s sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When a Nurse’s sick leave credits are exhausted, the Nurse shall be paid only the Workers’ Compensation Benefits Allowance;
- (b) Where a Nurse is being compensated under the *Workers’ Compensation Act*, the Nurse shall accumulate vacation credits for the Nurse to a maximum of one year’s vacation credits;
- (c) Where a Nurse is being compensated under the *Workers’ Compensation Act*, and where the Nurse agrees to continue to pay the Nurse’s usual cost share, continue the eligibility of the Nurse and the Employers’ cost sharing relationship with the Nurse so as to allow for the Nurse to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Plans. In no case shall the Employer be required to cost share the benefits for a period longer than 18 months following the onset of the WCB period.

NU16.03 Sick Leave While Waiting for Workers’ Compensation Benefits

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

A Permanent Full-Time or Part-Time Nurse who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers’ Compensation benefits may have the Employer provide payment equivalent to the benefits the Nurse would earn under the *Workers Compensation Act* providing the Nurse is able to establish, satisfactory to the Employer, that the illness or injury prevents the Nurse from working and the Nurse has sufficient sick leave credits.

In such case, the Nurse must provide a written undertaking to the Employer and the required notification to the WCB that the initial payment(s) from the WCB is to be provided directly to the Employer on behalf of the Nurse, up to the level of the payment advanced by the Employer.

NU16.04 WCB and Return to Work

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

NU16.05 Casual Nurses

Provisions NU16.02, NU16.03 and NU16.04 are not applicable to a Casual Nurse (except a Casual Nurse while in a Temporary Position). However, a Casual Nurse may otherwise be eligible for Worker's Compensation Benefits.

NU20.00 Sick Leave Benefits

- (a) Sick leave is an indemnity benefit and not an acquired right. A Nurse who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the Nurse is not otherwise receiving pay for that day, and providing the Nurse has sufficient sick leave credits.
- (b) A Casual Nurse (except a Casual Nurse while in a Temporary Position) is not entitled to sick leave which means the Casual Nurse is expressly excluded from provisions NU20.00 (a), NU20.01 through NU20.08 (inclusive), and NU20.13.

NU20.01 Sick Leave Pay

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

NU20.02 Sick Leave Accrual

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

NU20.03 Sick Leave Maximum Accumulation

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

NU20.04 Sick Leave Claim

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

NU20.05 Union Representation

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

NU20.06 Sick Leave and LTD

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

NU20.07 Sick Leave Statement

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

NU20.08 Advance of Paid Sick Leave Credits

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

daily rate of compensation at the time the Nurse ceased to be employed, and may be subject to legal proceedings if monies remain outstanding.

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

NU20.09 Return to Work from Sick Leave

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

NU20.10 Confidentiality Of Health Information

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

NU20.11 Payment For Certificates And Examinations

Where a Nurse is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examinations, medical certification forms or reports.

NU20.12 Where a Nurse has submitted a medical form to the Employer which indicates that the Nurse is able to return to work on a specific date and the Employer requires further medical documentation which delays the Nurse's return to work, the Employer

will pay the Nurse for all regular shifts that the Nurse is or would have normally been scheduled to work, should the subsequent medical documentation confirm the original documentation that the Nurse was able to return to work. No deductions will be made from the Nurse's sick leave credits for this time.

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

NU20.13 Sick Leave Medical/Dental; Family; Emergency

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

- (a) engage in and facilitate the Nurse's personal preventative medical or dental care. Nurses shall advise their immediate supervisor as soon as possible when they become aware of their need for personal medical, dental care for a shift the Nurse is scheduled to work. Further, a Nurse shall notify their immediate supervisor as soon as they are placed on a waiting list for medical or dental care. The Nurse must provide at least forty-eight (48) hours' notice in order to be eligible for this leave, except where the appointment is offered to the Nurse on short notice in which case as much notice as possible shall be provided. Such leave shall not be unreasonably denied.
- (b) attend to emergencies where:
 - (i) the Nurse's own medical or dental health is at an immediate and serious risk;
 - (ii) a member of the Nurse's immediate family, as defined in Article 4.07 who has become ill or disabled, in order to make alternate care arrangements where the Nurse's personal attention is required and which could not be serviced by others or attended to by the Nurse outside of the Nurse's assigned shifts;
 - (iii) there is a critical condition (fire, flood, or other natural disaster excluding conditions included in Article 9.03) which requires the Nurse's personal attention which could not be serviced by others or attended to by the Nurse outside of the Nurse's assigned shifts.
 - (iv) to attend to medical and dental appointments for a member of the Nurse's Immediate Family. Nurses shall endeavour to arrange for such appointments during off duty hours. Further, a Nurse shall notify their immediate supervisor as soon as the immediate family member is placed on a waiting list for medical or dental care. The Nurse must provide at least forty- eight (48) hours' notice in order to be eligible for this leave, except where the appointment is offered to the Nurse's immediate family member on short notice in which case as much notice as possible shall be provided.

The Employer may require verification of the condition claimed.

NU20.15 NSAHO LTD Benefits Plan

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

NU20.16 LTD Program

- (a) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.
- (b) Should a Nurse in receipt of Long Term Disability benefits cease to be disabled, upon providing reasonable notice of the Nurse's intended date to return to work, the Nurse shall have a right to return to the Nurse's former or equivalent position with the Employer at not less than the same level on the increment scale. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Nurse's suitability for reinstatement.
- (c) Nurses in receipt of Long Term Disability benefits shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under this Collective Agreement but shall retain any previously accumulated sick leave credits for their use in the event they return to work. Such Nurses may claim accumulated paid vacation and holiday benefits at any time.
- (d) During the elimination period and while in receipt of Long Term Disability benefits, the Nurse may continue to participate in the Benefit Plans provided the Nurse agrees to pay the Nurse's share of the benefit premium contribution.
- (e) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than thirty (30) months following the commencement of the absence.
- (f) If the Nurse remains in receipt of Long Term Disability benefits after the thirty (30) months the Nurse may continue to participate in the Benefit Plans, provided the Nurse pays 100% of the cost of the participation (both the Employer and Nurse portion). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.
- (g) The Employer and the Union have a continuing duty to accommodate a Nurse with a disability and are obligated to consider employment opportunities that meet the Nurse's capabilities as established through sufficient medical evidence.

NU20.17 Termination of LTD Plan

The Employer and the Union agree that should the LTD Program be terminated, for any reason, the Parties agree to negotiate the terms of a replacement plan, and failing agreement on the terms of a replacement plan, agree to reinstate those terms and

conditions of employment which existed immediately prior to the LTD Program coming into effect. The job protection features for LTD claimants would be deleted as well as any other changes to the Agreement which were incorporated as part of the Agreement to adopt an LTD program. The replacement plan for sick leave accrual will revert to two and one-half (2.5) days per month.

Appendix "K"

NSGEU - IWK Sick Leave, LTD

NSGEU IWK - "NSI" has been used to distinguish the original article numbers as applicable to NSGEU.

NSI19.12 Leave for Family Illness and Medical and Dental Appointments

Full-time Nurse's shall be entitled to leave of absence with pay for up to thirty-seven and one-half (37.5) hours per fiscal / calendar year to attend to an illness of a member of the Nurse's immediate family meaning spouse, child, parent (or legal guardian) and when no one at home other than the Nurse can provide for the needs of the ill person, or to engage in personal preventative medical and dental care or the personal preventative medical and dental care of the Nurse's Immediate Family.

The benefits shall be pro-rated for part-time Nurse's.

NSI21.01 Eligibility

Sick leave is an indemnity benefit and not an acquired right. A Nurse who is absent from a scheduled shift on approved sick leave may be granted sick leave pay when unable to perform the duties of their position because of illness or injury, provided that the Nurse satisfies the Employer of their condition in the manner determined by the Employer and provided the Nurse has sufficient sick leave credits.

NSI21.02 Accumulation of Credits

- (a) Each Nurse in the Bargaining Unit may be granted one and one-half (1 1/2) days sick leave with pay for each completed calendar month of service up to a maximum accumulation of one hundred and fifty (150) days.
- (b) A Nurse who, as at the date of signing this Agreement, has accumulated sick leave credits in excess of one hundred and fifty (150) days shall not forfeit any sick leave credits, however, shall not accumulate sick leave credits until such time as their accumulated sick leave credits fall below one hundred and fifty (150) days at which time the maximum accumulation of one hundred and fifty (150) days shall apply.

NSI21.03 Medical Certificate

- (a) Nurses may be required by the Employer to produce a certificate from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by a Nurse and if a certificate is not produced after such a request, the time absent from work will be deducted from the Nurse's pay. Where the Employer has reason to believe a Nurse is misusing sick leave privileges, the Employer may issue to the Nurse a standing directive that requires the Nurse to submit a medical certificate for any period of absence for which sick leave is claimed.
- (b) Where a Nurse is required by the Employer to submit a detailed medical

certificate or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examination, medical certificate form or report in excess of those costs covered by an insurance plan of the Nurse.

NSI21.04 Employee Entitlement

A Nurse whose illness or injury is one which is covered by the terms of the Nova Scotia *Workers Compensation Act* is not entitled to receive any benefits pursuant to this Article.

NSI21.05 Information to Employee

A Nurse is entitled, once annually, to be informed in writing on written request, of the balance of sick leave with pay credits.

NSI21.06 LTD Top Up

A **Nurse** who has earned in excess of one hundred and fifty (150) sick leave credits because they fall in a category noted in Article NSI21.02 (b) and who is in receipt of Long Term Disability benefits under the LTD Program, shall be entitled to top up their disability benefits so that the benefits plus top-up is equal to the level of their normal salary as defined in Article 13 of the Plan Text. For each day, the Nurse receives top-up, that Nurse's accumulated sick leave credits will be reduced by one (1) day.

NSI21.07 Top Up Limitation

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

NSI21.08 Return to Work

Should a Nurse in receipt of Long Term Disability benefits cease to be disabled and provided the Nurse is able to perform their full job, the Nurse shall have a right to return to their former or equivalent position with the Employer.

The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining a Nurse for reinstatement. The Union acknowledges its duty to cooperate in facilitating the Nurse's return to work.

ARTICLE NSI21A - COMPENSATION FOR INJURY ON DUTY

NSI21A.01 Report of Injuries

A Nurse who is injured on duty shall immediately report or cause to have reported any injuries sustained in the performance of their duties to the Nurse's immediate supervisor in such a manner and on such form as the Employer may from time to time prescribe.

NSI21A.02 Benefit Entitlement

When a Nurse is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the Nurse is unable to perform their duties, the Employer shall grant to the Nurse injury on duty leave at the level of compensation and in the manner prescribed by the *Workers Compensation Act* for a period as the Workers' Compensation Board may specify. The Employer agrees to allow Nurse's to draw upon their accumulated sick leave banks to supplement the benefits provided to them by the WCB. The amount of these supplemental payments shall be limited to the difference between the WCB benefit level and the amount of the Nurse's pre-injury net annual earnings during the period of leave approved by the WCB. The Employer shall deduct from the Nurse's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. Such payments will be maintained only so long as the supplemental payments do not result in a reduction in the amounts paid by the WCB and the Nurse has sufficient sick leave credits in the Nurse's bank.

APPENDIX "L"

EXPEDITED ARBITRATION - RULES OF PROCEDURE

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

Susan Ashley
Eric Slone

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

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

APPENDIX “M”
Letters of Agreement and Memoranda of Agreement

The following represents the Letters of Agreement and Memoranda of Agreement as referenced in Article 41.02.

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

Self Scheduling (various units)	March 16, 2005 & July 5, 2005
Education Banks	April 12, 2017
Flex Hours	July 21, 2017
Government Nursing Incentive ROS	March 28, 2023
School Health Partnership Nurse Flex Time	June 28, 2023
Undergraduate Student Nurse	July 2, 2023
Birth Unit Schedule & Holiday Bank Paydown	July 13, 2023

APPENDIX “N”
LMC Terms of Reference

NAME: LABOUR MANAGEMENT COMMITTEE (LMC)

AUTHORITY: IWK Health Centre
Nova Scotia Nurses Union
Nova Scotia General Employees Union

COMPOSITION:

The LMC shall be comprised of representatives of the Unions as set out below and up to an equal number of Employer representatives, including Human Resources representatives. A person designated by the Constituent Unions and the Employer shall Co-Chair the LMC.

The Employer will:

- Designate the Co-Chairperson who will serve two years to provide consistent leadership.
- Ensure nursing leadership representation at the Director Level.

The Constituent Unions may select up to:

- Seven (7) representatives from the IWK Health Centre (6 NSNU, 1 NSGEU),
 - Alternative members may be in attendance when permanent committee members are absent.
 - Ad hoc members may be invited to attend the meeting by either the Employer or the Constituent Unions

PURPOSE:

- To promote positive working relations by providing an effective forum for discussion.
- To create awareness and develop a common understanding of the various items that require discussion as related to the items brought to the table.
- To create a forum to provide clarity around current practices.
- To provide a forum to offer suggestions and identify opportunities for improvement within the workplace.
- To promote a work environment that encourages respect, open communication, discussion and feedback.
- To promote and support opportunities for union members, union leaders and employer leaders to resolve concerns at the lowest possible level of decision making.

ROLE:

The LMC shall meet to discuss matters of concern between the Parties and shall make particular reference to the following:

- Staffing
- Orientation
- Workload
- Scheduling
- Transfers
- Reassignment
- Scheduling difficulties created by short-term and long-term absences
- Duty to accommodate process
- Clinical Capacity Reports as per Article 17
- Once a calendar year, the Employer will endeavour to provide to the Union members of the LMC a list which contains all of the Long/Short Assignments as of a certain date, with the name of the current incumbent, or if none, identifies the position as vacant, the patient care unit, and the commencement date of the Long/Short Assignment.

RESPONSIBILITIES

This Committee shall be responsible for:

- Defining problems
- Developing viable solutions to such problems
- Recommending the proposed solutions to the appropriate party
- Ensuring all members will exhibit respect for opposing views.
- Agenda items must be submitted by committee members to the meeting chair one week prior to the scheduled meeting date.
- Agenda must be circulated one week prior to the meeting to ensure proper representation at the meeting.
- Items must be on the agenda to be discussed unless mutual agreement to add items on the day of meeting.
- Minutes will be taken alternately by a union or management representative designated on the day of meeting. Where possible an administrative professional shall take the minutes. Minutes shall be approved by committee prior to broad distribution. Minutes taken will be sent to the Committee Chairs for broader distribution, 1 week prior to the next scheduled meeting.
- The committee will identify and clarify the messaging in the minutes during the meeting to facilitate open discussion and ensure consistency and clear communication from the committee.

The LABOUR MANAGEMENT COMMITTEE will not:

- Replace the normal flow of information to staff from the management team.
- Replace the responsibility of staff to communicate directly with the management team and to bring issues/concerns forward as they occur.
- Review filed grievances or initiate discussion of issues which are the responsibility of the Joint Committee on Technological Change.
- Discuss individual concerns.

MEETING SCHEDULE:

The LMC shall meet on a monthly basis, excluding the months of December, July and August, unless mutually agreed otherwise.

- Committee Members may attend in person or participate by virtual meeting/conference call.

COMMITMENT:

- Co-Chairs will meet one week prior to scheduled LMC meetings to ensure review of action items and agreement on appropriate agenda items.
- Employer agrees to facilitate staff attendance at meetings.
- If elected staff attendance leads to operational concerns such as overtime, extended hours, or compromises patient care/wait times, alternates will be asked to attend. If alternates are not available, the meeting may be rescheduled.

PERFORMANCE: The effectiveness of the committee will be measured by:

- Feedback will be provided annually to the committee Co-Chairs for review and performance enhancement of the Committee.

COMMUNICATION:

- Follow up action items will be reviewed by the Co-Chairs two weeks prior to the next scheduled LMC.
- Co-Chairs will determine which items should return to local leadership and union staff member for resolution where appropriate.
- Minutes distributed to LMC Committee members with all members accountable to review the previous minutes prior to attending the next scheduled LMC.
- Highlights of the LMC meeting will be jointly developed by the Committee at the end of each meeting. The parties will be responsible to post the highlights where appropriate.

APPENDIX “O”

Nurse Staffing

The Employers and the Union agree to establish a Nurse Staffing Advisory Committee (NSAC) for each Zone of Nova Scotia Health and one for the IWK Health Centre, and a Joint Nurse Staffing Steering Committee for the Employers and Council of Nursing Unions. The purpose of the committees is to consult on organization-level Nurse workforce planning including trends, activities, and initiatives related to:

- Integrated Needs Based Planning and Workforce Planning Initiatives
- Retention and recruitment strategies
- Staffing matters including CCRs referred from Labour Management Committees

The committees established in this Appendix are charged with maintenance and application of the Nurse Staffing and Skill Mix Framework as described in 17.02 (a) Nursing Workload Determination.

1. The Nurse Staffing Advisory Committee (NSAC)

- i. Each Nurse Staffing Advisory Committee will be composed of at least six (6) members.
- ii. At a minimum the membership of the NSACs will be:
 - One (1) senior leader from the Employer representing the organization’s operations.
 - One (1) senior leader from the Employer representing the organization’s professional practice.
 - One (1) senior leader from the Employer representing Human Resources or People Services.
 - Three (3) Union representatives which will be determined by the Council of Nursing Unions.
 - Ad hoc members may be added upon mutual agreement of the committee members.
- iii. The Committee will select Co-chairs, one (1) from the Employer and one (1) from the Union.
- iv. Each NSAC will meet every second month, on opposite months of the JNSSC.
- v. Each NSAC will report quarterly to the JNSSC on its work, success, and challenges.
- vi. For the purposes of the NSAC, consult means seeking advice from, listening to, and acknowledging the concerns of the Union. The Union will ensure consultation occurs with nurses in the appropriate practice setting as part of the consultation. Consultation also includes data sharing between the Employer and Union.
- vii. NSACs will be provided with appropriate education on workforce planning as necessary for the work of the Committee.
- viii. The NSACs will be provided with relevant organizational data, including analytical support, particularly staffing data:
 - Regular straight time hours
 - Casual straight time hours
 - Overtime hours
 - Part time hours over FTE
 - Stand-by hours

- Call-back/remote consultation hours
 - Agency nurse hours
 - Close observation (sitter) hours
- ix. The NSACs will not engage in discussions regarding general labour relations issues, occupational health and safety issues, or professional practices issues addressed through other collective agreement processes.

2. The Joint Nurse Staffing Steering Committee

The Employers and the Unions agree to establish a Joint Nurse Staffing Steering Committee (JNSSC) whose purpose is to address the long-term Nurse staffing needs for the Employers and review issues referred by the Nurse Staffing Advisory Committee.

- i. The JNSSC will be composed of fourteen (14) members appointed by the Employers and Council of Nursing Unions.
- ii. The membership of the JNSSC will be:
 - Chief Nurse Executive, or appropriate designate from each Employer.
 - Senior Operations Leader, or appropriate designate from each Employer.
 - Eight (8) representatives of the Council of Nursing Unions.
 - Two (2) People Services or Human Resources representatives from the Employers.
 - Ad-hoc subject matter experts as needed upon mutual agreement.
- iii. The Committee will select Co-chairs from among its membership, one (1) member from the Employer, and one (1) from the Union.
- iv. The JNSSC will meet every second month, on opposite months of the Nurse Staffing Advisory Committees.

APPENDIX "P"
Self-Scheduling Model

A. Self-Scheduling Model Procedure

1. A meeting of all Nurses on the unit/work area who wish to participate in a Self-Scheduling Model and the Employer (as designated) will be held to discuss tentative unit/work area Self-Scheduling guidelines, rotation, schedule, and proposed date of commencement of the initial trial period. Notification will be forwarded to the constituent Unions to inform them of the proposed changes.
2. The length of the initial trial period for a Self-Scheduling Model shall be six (6) months in length or for a shorter period as mutually agreed between the Constituent Unions and the Employer.
3. Six (6) weeks prior to the completion of the initial trial period, a meeting of all participating Nurses on the unit/work area and the Employer will be held to evaluate the Self-Scheduling Model.
4. Upon mutual agreement between the Employer and the constitute Union, the Self-Schedule Model shall continue for a minimum duration of an additional six (6) months. The Employer shall not unreasonably withhold its agreement. In the event the parties are not able to agree, the Collective Agreement provision on Hours of Work, Article 7, shall apply.
5. The Employer reserves the right to discontinue it if it determines that the Self-Scheduling Model no longer meets operational requirements and that the provisions of services are being affected. The constituent Union and the Nurses affected will be given reasonable notice of discontinuance, no less than the length of any schedule posting period in effect. The Parties shall meet within twenty (20) days of the notice being given to discuss the reasons for the change. The Parties will attempt to develop an alternative rotation. If no alternative can be agreed upon, the provisions of Article 7.04 will apply.
6. All full-time and part-time Nurses on a unit/work area may participate in a Self-Scheduling Model.
7. All provisions of the Collective Agreement shall remain in full force and effect.
8. All Self-Scheduling Model units/work areas shall establish individual self-scheduling guidelines, using section C below as a guide. The individual unit/work area self-scheduling guidelines are subject to approval by both the constituent Unions and the Employer. The provisions of the Collective Agreement including hours of work, shift schedules and overtime shall be adhered to.
9. It is understood that this Article shall apply to any Nurse or group of Nurses whether they have a rotation.

B. Self-Scheduling Model Committee

1. A Self-Scheduling Model Committee will be comprised of a group of two (2) or more Nurses on the same unit/work area, as agreed upon by the manager, and will be responsible for coordinating, developing, and completing the schedule to meet the needs of the unit/work area within the combined rotation schedules of the group over the scheduling period.
2. The Self-Scheduling Model Committee will be reimbursed at the Nurse's regular hourly rate in the form of time in lieu. The number of hours required for committee work will be determined by the Self-Scheduling Model Committee and the manager and be documented in the individual unit/work area self-scheduling guidelines. Each Nurse must meet their current FTE requirement and the additional requirements contained herein.
3. When creating any schedule, the Self-Scheduling Model Committee must keep in mind that first and foremost the unit/work area must be staffed properly and follow the provisions of the Collective Agreement.
4. Selection to the committee should be completed by an expression of interest. Membership should be reviewed every eighteen (18) months at minimum or as per the specific unit/work area guidelines.

C. Self-Scheduling Model Guidelines

1. The Employer's established staffing model for the individual unit/work area will be used as the basis for the Self-Scheduling Model.
2. Nurses within the Self-Scheduling Model are not allowed to be scheduled in a way that would incur any overtime costs.
3. Shifts can be swapped once selections are completed, however all Nurses may be recommended to work a minimum of two (2) weekday shifts in a twelve (12) week period to maintain adequate experience and for evaluation purposes, unless otherwise agreed.
4. The Self-Scheduling Model Committee must comply with the provisions of the Collective Agreement and meet the deadlines of these guidelines and the current posting practices.
5. FTE requirements will be averaged over the duration of the rotation. Nights and weekend requirements will be documented in the individual unit/work area self-scheduling guidelines as per the needs of the unit/work area and will follow the principles of equity and operational requirements.
6. The manager/designate will receive the proposed schedule from the Self-Scheduling Model Committee no later than the posting provisions within the Collective Agreement. The manager/designate must approve the proposed schedule prior to it being posted.
7. Vacation scheduling will be done in accordance with Article 10.

8. All changes to the Self-Scheduling Model schedule must be confirmed with the manager/designate.
9. The manager/designate has the responsibility of overseeing the process and has final authority in resolving issues. However, such authority is to be exercised reasonably and in accordance with the individual unit/work area self-scheduling guidelines.
10. A yearly evaluation process should be in place so that there is a forum for the Employer and for all participating Nurses to voice concerns or make suggestions for change.

**APPENDIX “Q”
Bi-Annual Vacation Request
Period 1: April 1 – September 30**

This form is to be completed for **vacation requests only**. It is important that you check your time banks before submitting the request to ensure that the requested time is available.

Nursing - requests due by January 15th with approval posted by March 1st

*****Send Completed Requests via email only to your manager or consultant**

Today's Date		Seniority Date	
Employee ID #		Cost Centre	
Employee Name		Employee Regular Hours of Work Schedule	

Requested Dates: April 1 to September 30

Month of Request	Priority	Dates Requesting (include ALL dates needed for your vacation period)	Number of Hours Requested	If taking less than a full day, indicate your hours requested off	<i>Manager to complete</i> Approved or Denied	<i>Manager to complete</i> Review Date
April	First					
	Second					
	Third					
May	First					
	Second					
	Third					
June	First					
	Second					
	Third					
July	First					
	Second					
	Third					
August	First					
	Second					
	Third					
September	First					
	Second					

	Third					
Total allotted hours for the year:						
Total amount of vacation hours being requested:						
Please note the number of unused hours remaining:						
I am requesting use of MOA with respect to bonus for restricted vacation during prime time						Yes OR No

Employee Section:

Plan for Unused Vacation:	
Date sent or discussed with manager:	
Employee Signature:	

Manager Section:

Manager/Supervisor Comments: (If none of employee's requests can be granted what alternate dates were offered)	
Date:	
Manager/Supervisor Signature:	

NOTE: Please contact your manager if you have changes or additions to above request after submission. You may be asked to resubmit the form for record keeping purposes.
If there are any changes that allow for a denied request to be granted in the future, the manager or scheduling support will contact you to ask if you are still interested in having the original request granted.

**Bi-Annual Vacation Request
Period 2: October 1 to March 31**

This form is to be completed for **vacation requests only**. It is important that you check your time banks before submitting the request to ensure that the requested time is available.

Nursing - requests due by July 15th with approval posted by September 1st

*****Send Completed Requests via email only to your manager or consultant**

Today's Date		Seniority Date	
Employee ID #		Cost Centre	
Employee Name		Employee Regular Hours of Work Schedule	

Requested Dates: October 1 to March 31

Month of Request	Priority	Dates Requesting (include ALL dates needed for your vacation period)	Number of Hours Requested	If taking less than a full day, indicate your hours requested off	<i>Manager to complete</i> Approved or Denied	<i>Manager to complete</i> Review Date
October	First					
	Second					
	Third					
November	First					
	Second					
	Third					
December	First					
	Second					
	Third					
January	First					
	Second					
	Third					
February	First					
	Second					
	Third					
March	First					
	Second					

	Third					
Total allotted hours for the year:						
Total amount of vacation hours being requested:						
Please note the number of unused hours remaining:						

Employee Section:

Plan for Unused Vacation:	
Date sent or discussed with manager:	
Employee Signature:	

Manager Section:

Manager/Supervisor Comments: (If none of employee's requests can be granted what alternate dates were offered)	
Date:	
Manager/Supervisor Signature:	

NOTE: Please contact your manager if you have changes or additions to above request after submission. You may be asked to resubmit the form for record keeping purposes.

If there are any changes that allow for a denied request to be granted in the future, the manager or scheduling support will contact you to ask if you are still interested in having the original request granted.

Memorandum of Agreement #1

Nova Scotia Nurses Union Nurse Mobility

The provision of this Article apply to NSNU members only.

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

Points earned in one NSNU bargaining unit will be recognized by a subsequent Employer for the purposes of qualifying for Practice and Leadership premiums. The activities must be relevant to the subsequent Employer. The Nurse must meet the Portability criteria in accordance with this Memorandum of Agreement.

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

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

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

This provision is not applicable to Casuals.

Memorandum of Agreement #2

Pay Plan Transition

The parties will continue holding meetings of the Pay Plan Review Committee and it shall be renamed the Pay Plan Transition Committee (“PPTC”), composed of four representatives each of the Council and the Employers and a non-voting ex-officio representative from the Health Association of Nova Scotia. Other compensation specialists may be added to the committee by agreement in a non-voting, ex-officio basis and/or consulted with from time to time.

The PPTC is committed to proposing and implementing a new single pay plan and classification system for Nurses no later than the expiry of the Collective Agreement. To accomplish this the PPTC shall, not necessarily in order:

1. Plan out the work of the committee inclusive of timelines.
2. Develop and sufficiently test the quantitative tool (“Nfactor”) necessary to implement and maintain the new pay plan. The combination of the qualitative (whole job evaluation using jointly agreed standards and benchmarks) and quantitative (NFactor) methods are referred to as a “hybrid approach”.
3. Establish standards and benchmarks for classification levels in the new pay plan.
4. Determine the number of classifications levels in the new pay plan using the agreed standards and benchmarks and/or NFactor ratings where appropriate.
5. Using the hybrid approach, assign nursing positions to each of the classification levels in the new pay plan.
6. Consider and make recommendations on changes to Article 8.15 to ensure alignment with the new system.

The PPTC will endeavour to meeting the following timelines which may be extended by mutual agreement:

Plan out the work of the committee.	Within 90 days of the signing of the collective agreement.
Develop and sufficiently test the quantitative tool (“Nfactor”) necessary to implement and maintain the new pay plan. Establish standards and benchmarks for classifications levels in the new pay plan. Determine the number of classification levels in the new pay plan.	By September 30, 2024
Using the hybrid approach, assign nursing positions to each of the classification levels in the new pay plan.	By 90 days before the expiry of the collective agreement

Consider and make recommendations on changes to Article 8.15 to ensure alignment with the new system.	
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The PPTC shall report its recommended new pay plan, new classification system and assignment of nursing positions to each of the classification levels to the Parties for consideration at least 90 days before the expiry of the Collective Agreement.

The recommendation shall include any proposed changes to the Collective Agreement, including but not limited to Article 8.15 necessary for the proper maintenance of the new pay plan.

The parties are committed to the implementation of the future pay plan and accompanying new classification system.

Memorandum of Agreement #3

Hybrid Assignment

The parties agree to enter into a Memorandum of Agreement for the utilization of an 80/20; 70/30; or 60/40 position for Nurses, including late career Nurses. The terms of the position along with the applicable hours of work and overtime provisions shall be included in this MOA. The MOA will expire at the end of this Collective Agreement.

Where the Employer determines a need for an 80/20; 70/30; or 60/40 position due to operational needs, or a Nurse identifies an opportunity for an 80/20; 70/30; or 60/40 position, the Employer may post an assignment within the work area by way of Expression of Interest. The assignment may be no less than one (1) month and no more than twelve (12) months in duration.

If approved for such a position, a Nurse will continue to be scheduled for 80%, 70%, or 60% of the regular, full-time hours they normally work. The other 20%, 30%, or 40% of the regular, full-time hours will be made up by conducting research, project, policy and other types of supporting activities to other employees and students, as determined by the Employer. No additional compensation is provided to Nurses who work in these positions.

A Nurse may be appointed to an 80/20, 70/30; or 60/40 position once in a twelve (12) month period unless the applicant is the only qualified applicant to apply for a subsequent position.

Memorandum of Agreement #4

Restricted Postings

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

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

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

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

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

Memorandum of Agreement #5

Near Retirement Nurse Support & Recent Retiree Nurse Positions

The parties agree to enter into a Memorandum of Agreement that provides the Employer the ability to support Nurses nearing retirement looking to reduce their working hours and to post temporary positions of 0.4 FTE or less as only being eligible for recent retiree Nurses.

Near Retirement Nurses – Nurses that are eligible for retirement within five (5) years:

Where a Near Retirement Nurse is interested in continuing active employment up until and/ or beyond retirement eligibility but would prefer to work at a lower designation, the Near Retirement Nurse may request a reduction in their appointment status, as per Article 31. In an effort to support the Near Retirement Nurse, the Employer shall not unreasonably deny any such request on a temporary or permanent basis.

Recent Retiree Nurses – Nurses who have retired within the last six (6) months:

Where the Employer determines a need for a temporary part-time position of 0.4 FTE or less for recent retiree Nurses due to recruitment or operational needs, the Employer may post an assignment, in accordance with Article 12, indicating the opportunity is for recent retiree Nurses. A recent retiree Nurse may also include a retired Nurse who has returned to the Employer on a casual basis, post retirement, within the last six (6) months. The assignment may be no less than one (1) month and no more than twelve (12) months in duration. If the position cannot be filled with a qualified recent retiree Nurse, the Employer may opt to repost without the restriction. The Employer shall notify the relevant constituent Union of their intent to post such recent retiree Nurse position and whether or not it yielded in a successful hire of a recent retiree Nurse.

Memorandum of Agreement #6

Legacy Vacation Carry-Over Banks

Notwithstanding Articles 10.08, 10.09 & 10.10, Nurses who have, as of November 30, 2018, carried over vacation banks (not including the twenty (20) days permitted to be accumulated pursuant to Article 10.08) (“Legacy Carry-over Banks”) will retain their Legacy Carry-over Banks until April 1, 2024, after which any vacation from their Legacy Carry-over Banks that has not been used will be paid out.

For the purposes of this MOA, “Legacy Carry-Over Banks” includes all vacation credits earned but not taken under past terms and conditions of employment and collective agreements with any of the predecessor Employers.

MEMORANDUM OF AGREEMENT #7

This Memorandum of Agreement applies to Nurses transferring between positions within NSHA and between NSHA and IWK.

A Nurses transferring from accrued sick leave to STI

A Nurse with a position in a location where they accumulate credits for sick leave with pay who accepts a position in a location where general leave and short-term illness benefits are provided shall be entitled to maintain twenty five percent (25%) of their accumulated sick leave bank; Nurses who have sick leave credits in their banks can utilize them for the following purposes:

To Cover STI/LTD Gap

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

To “Top Up” STI

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

WCB Earnings Replacement Supplement

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

B Nurses transferring from STI to accrued sick leave

A Nurse with a position where general leave and short-term illness benefits are provided who accepts a position in a location where they accumulate credits for sick leave with pay shall be credited with a sick leave bank of 11.25 hours for each 162.5 regular hours paid in the 8 years before the effective date of accepting the new position less all hours that the Nurse has received general leave for illness or injury or short-term illness benefits during the 8 years before the effective date of accepting the new position.

C Nurses transferring from PH/AS/CC (former DHAs 1 – 8) STI to former CDHA STI

A Nurse with a position in Public Health, Addiction Services and Continuing Care (PH/AS/CC) in former DHAs 1 through 8 where general leave and short-term illness benefits are provided who accepts a position in the former CDHA where general leave and short-term illness benefits are provided shall be entitled to a sick leave bank of five days or, if the Nurse has been employed in their PH/AS/CC position for more than one year at the time the Nurse accepts the position in the former CDHA, a sick leave bank of ten days, to be used for the following purposes for a period of twelve months from the date of transfer:

To Cover STI/LTD Gap

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

To “Top Up” STI

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

WCB Earnings Replacement Supplement

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

MEMORANDUM OF AGREEMENT #8

LifeFlight

Article 7.07(a) and 7.07(b) do not apply to employees working LifeFlight. Those Nurses shall be entitled to rest intervals in accordance with the IWK and EHS LifeFlight agreement, provided that the rest interval contained in that agreement is not less than that found in Article 7.07(b). The Employer will advise the Union in writing of any changes to the EHS LifeFlight agreement pertaining to Article 7.

MEMORANDUM OF AGREEMENT #9

Work Area Vacation Denials

The parties acknowledge that the Employer may not always be in the position to comply with all vacation requests within a work area as per Article 10.04. However, where it is determined, due to extenuating circumstance, that the Employer will be unable to comply with any vacation request for a period of time within a work area or classification grouping, the Employer shall, prior to the vacation posting deadlines as outlined in Article 10.03, meet with the Union. The Employer shall explain the reason(s) for such denial and explore alternative options for the Employer's consideration. This shall in no way be construed as the Employer imposing a period of banning vacations.

MEMORANDUM OF AGREEMENT #10

Increase in Hours During Peak Vacation Period

Whereas the parties acknowledge that some areas experience challenges in granting vacation during the peak vacation period, defined as the second full week of June and ending after the second full week of September of each year, the Employer, at their full discretion, may utilize the following process in an effort to increase the number of vacation approvals:

Notwithstanding Articles 7.23 ("Prior to Posting" – Extra Shifts) and 7.24 (Relief Shift Assignments), during the time frame of January 1st to 15th of each year, the Employer may, by way of Expression of Interest, offer Permanent Part-Time Nurses on the Work Area Specific Casual List (WASCL) to temporarily increase their FTE up to 1.0 FTE, for the purpose of being scheduled for up to full-time hours during the peak vacation period. The number of Permanent Part-Time Nurses on the WASCL eligible to temporarily increase their FTE up to 1.0 FTE shall be determined by the Employer and awarded based on seniority.

Nurses who opt to increase their FTE up to a 1.0 FTE remain eligible to request vacation during the peak vacation period as per Articles 10.03, 10.04 and 10.05, though must commit to working up to full-time hours outside of any approved vacation taken.

MEMORANDUM OF AGREEMENT #11

Peak Vacation Period Incentive

Whereas the parties acknowledge that the peak vacation period is a highly sought period to request vacation;

And whereas senior Nurses are able to exercise their seniority, as per article 10.05, for a preference of up to four complete weeks of vacation;

And Whereas, Nurses with less seniority may be denied vacation;

Therefore, the parties agree that:

1. Nurses entitled to five (5) weeks' or more vacation based on years of service are eligible for the peak vacation period incentive.
2. The peak vacation period is defined as the second full week of June and ending after the second full week of September of each year.
3. Should an eligible Nurse take two (2) weeks or less vacation during the entire peak vacation period, either by way of only requesting two (2) weeks or less and being approved, or by way of requesting more than two (2) weeks but only being approved for two (2) weeks or less, they will be entitled to a \$1000 incentive (pro-rated based on FTE).
4. Cut off for incentive eligibility would be at the last eligible Nurse who is approved to take two (2) weeks or less vacation.
5. The two (2) weeks or less taken during the peak vacation period must be taken as complete weeks, however, the two (2) weeks need not be consecutive.
6. For the purpose of this MOA, a complete week is defined as one calendar week running from Monday at 00:01 hours to Sunday at 24:00 hours.
7. Vacation taken during this period must be debited from the Nurse's current fiscal vacation entitlement bank (i.e., not carryover, accumulated, borrowed, and/or legacy).
8. Should a Nurse who is approved to take two (2) weeks or less of vacation subsequently request and be approved for a vacation day/period outside of the semiannual vacation process (i.e., first come, first serve) during the peak vacation period, they will forfeit their incentive eligibility.
9. Eligibility for the incentive will be confirmed upon conclusion of the peak vacation period and will be paid out during the last pay of the month of November.
10. Work areas that utilize self-scheduling shall be included, so long as existing self-scheduling guidelines continue to be followed.

11. The terms of this Memorandum of Agreement (MOA) will be trialed for the first complete vacation year cycle after the signing of this agreement. The Employer commits to evaluating the impact and sharing with the Union upon conclusion of the vacation year. This MOA shall only be renewed upon agreement of both parties.

MEMORANDUM OF AGREEMENT #12

Unit Closures

Where the Employer decides to temporarily close a particular work area and this results in work being unavailable to a Nurse for a period of up to two weeks, a Nurse so affected shall have the following options:

1. take vacation during the period in question; or
2. use lieu time which has been banked in accordance with Articles 7.18 (Overtime), 10.23 or 10.24 (Holidays); or
3. to be reassigned to other work within the Nurse's classification, provided that the Employer has determined that such work is available, and no additional training will be required; or
4. take a leave of absence without pay for the full period or any part thereof; or
5. where the Employer determines that it is operationally feasible it may enter into arrangements with individual Nurses which allows such Nurses, in advance of a closure, to work beyond the normal working hours (without overtime) and to be credited with additional time, on an hour for hour basis, which must be drawn upon and completely used prior to the end of the fiscal year.

It is understood that the provisions of Article 32 shall apply where closures are in excess of two weeks.

MEMORANDUM OF AGREEMENT #13

Seasonal Part-Time Nurse

1. For the purposes of this MOA, Seasonal Part-Time Nurses are positions that are created by the Employer to address ongoing staffing challenges, such as those that have seasonal changes in service delivery needs.
2. A Seasonal Part-time Nurse shall be covered by the provisions of Article 39: Part-Time Nurses, except as provided otherwise below.
3. A Seasonal Part-time Nurse may compress a specified annual FTE into smaller portion of a year (for example, such Nurse could work a 0.5 FTE compressed into full-time hours over a six (6) month period). During the remaining months (for example, the remaining six (6) months), the Nurse would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer. These positions will be posted pursuant to Article 12 – Job Postings.
4. A Seasonal Part-time Nurse shall be paid as a part-time FTE (for example, in the situation described in Item 3 above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours, and when not working during the remainder of the year (smoothing).
5. A Seasonal Part-time Nurse shall be scheduled in accordance with Article 7: Hours of Work.
6. Vacation and sick leave shall only be utilized during the compressed work period described in Item 3 above.
7. A Seasonal Part-Time Nurse position may be eliminated at the discretion of the Employer upon sixty (60) days' notice to the Nurse and relevant constituent Union. The Nurse will be entitled to all rights under Article 32 and may elect to make their placement choice either when the notice is received or when they return to work. If they choose to make their choice when they return to work, their choice will be based on the vacancies and seniority list current at that time.

MEMORANDUM OF AGREEMENT #14

Undergraduate Student Nurse

WHEREAS the Parties seek to:

- Recruit and retain graduates of accredited BN/BScN nursing programs following completion of their studies by providing job opportunities for paid experience as undergraduate student nurses ("USN");
- Consolidate students' knowledge and skills so they are 'job ready' as new graduates;
- Understand the feasibility, effectiveness and outcomes of such a process; and
- Facilitate the above points in a safe environment;

AND WHEREAS the Employer has created a position description for the classification of USN;

AND WHEREAS by separate Memorandum of Agreement the Parties have agreed that the position will be placed in the Nursing bargaining unit;

NOW THEREFORE, the Parties agree:

1. Undergraduate Student Nurse means a person who is registered in an accredited BN/BScN program and meets the requirements set out in the position description for USN as determined by IWK. Anyone hired as a USN and who ceases to meet these requirements cannot continue as an USN and shall be terminated from that position, with the exception of those who cease to meet these requirements because they have graduated, become licensed and have been hired as registered nurses. USNs who graduate and are hired as RNs shall cease to be covered by this Agreement.
2. This agreement may be ended by either party providing sixty (60) days written notice after meeting to review the reasons for ending the agreement.
3. USN will be hired and utilized in a manner consistent with the approved scope of employment and this Agreement.
4. USN shall work under the direction of a Manager or designate to provide patient care under the functional supervision of a Registered Nurse or Licensed Practical Nurse, commensurate with their level of education and training.
5. Nothing in this Agreement requires IWK to hire USN or a certain number of USN. The parties understand that hiring is subject to annual provincial funding. There shall be no grievances regarding USN vacancies or "failure to post" for USN.
6. The use of USNs shall not result in the reduction of positions nor a reduction in hours of work or shift opportunities. USNs shall not be used to replace LPNs or CTAs.
7. The Parties agree that the provisions of the Nursing collective agreement shall apply to the USN except as modified herein.

8. The parties agree that the USN will be compensated at the hourly wage of \$25.65, subject to general economic adjustments.
9. The USN shall be a casual person covered by the terms of article 30 except as modified herein. Provisions that are not modified below continue to apply only where the USN meets the criteria as outlined in the specific provision:

30.02 Once a Casual Nurse accepts a work assignment including a scheduled extra shift, a relief shift, the Casual Nurse is obligated to work.

Note: review for IWK references

The Employer IWK recognizes that short notice changes to the requirements of the USN's educational program/institution could impact their ability to work a scheduled shift.

30.15 Exceptions

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

- (a) Position (Article 4.19)
- (b) Hours of Work and Overtime (Article 7) except for 7.21 - 7.24 and 7.25, 7.26, 7.27, 7.28, 7.29 - 7.33.

The Employer shall maintain separate Work Area Specific Casual Lists for USNs.

- (q) Long and Short Assignments (Article 38)

USNs will appear on the casual seniority list for Registered Nurses per Article 11. For greater clarity USN have the ability to convert Casual seniority in accordance with article 11.02 (d).

MEMORANDUM OF AGREEMENT #15

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 the agreement of the relevant Constituent Union. Such agreement shall not be unreasonably withheld.

MEMORANDUM OF AGREEMENT #16

Job Swap Assignment Pilot

Whereas the parties wish to retain midcareer Nurses, the parties enter into this Memorandum of Agreement for the utilization of Job Swap assignments to provide Nurses an opportunity to try a new work area, enhance or maintain clinical competencies/skills development, or a change in schedule to support work/life balance.

Therefore the parties agree:

- Where the Employer determines an opportunity for a Job Swap assignment or Nurses identify an interest, between areas of similar service with a focus on a 24/7 service area and an ambulatory/clinic area, or two complementary service areas, the Employer will consider piloting the Job Swap assignment.
- The Employer will advise the applicable Union when the Employer initiates a pilot of the Job Swap assignment.
- The parties will use the following process to implement a Job Swap assignment pilot:
 - To identify Job Swap Partners: The Employer may post the Job Swap assignment within the work area(s) participating in the Job Swap by way of Expression of Interest (EOI). The EOI will be targeted at full time mid-career Nurses.
 - The duration of the Job Swap assignment will be for a maximum of eighteen (18) months. There may be an opportunity to renew upon mutual agreement of the Employer and the Nurses.
 - Schedule: If approved for a job swap ~~such~~ assignment, a Nurse will rotate between the two service areas at a minimum of four (4) weeks to a maximum of twelve (12) weeks in each service area at a time. The schedule rotation will be provided by the Employer and will be based on the operational and scheduling requirements of the participating service areas. The maximum duration of twelve (12) weeks per service area may be adjusted based on operational requirements and mutual agreement of the Nurses.
 - Completion / Discontinuance: Each Job Swap arrangement shall remain in effect for the specified term or until the Employer or one of the Nurses provides 30 days notice of their request to discontinue the Job Swap assignment. Upon completion of the Job Swap assignment, the Nurses will be returned to the same or equivalent positions as held prior to the Job Swap assignment.
 - Evaluation: At the completion/end of the assignment, the Job Swap experience will be evaluated based on feedback from the participating service areas and the Nurses. The evaluation will examine such things as: attendance, nurse satisfaction, and performance. The Employer agrees to share the results with the Union.

This MOA does not prevent the Employer from posting Multi-Unit/Multi-Site Positions in accordance with Article 12.15.

MEMORANDUM OF AGREEMENT #17

Working from Home Options

The parties agree that there are situations where working from home may be a viable option for Nurses. The Employer is responsible to maintain a Work from Home policy, procedure, and/or guidelines for evaluating work from home requests. Where a Nurse identifies an opportunity for performing their duties from home, they will make a request to the Employer. The Nurse will demonstrate that the work under consideration is conducive to working from home. The Employer will evaluate the request and provide a written decision to the Nurse. Work from Home requests will not be unreasonably denied.

MEMORANDUM OF AGREEMENT #18

Establishing a Working Group to Create the Nurse Staffing and Skill Mix Framework

Whereas the parties have a shared commitment to addressing the long-term staffing needs for the IWK Health and Nova Scotia Health.

Now therefore, the parties agree:

To establish a working group to create the Nurse Staffing and Skill Mix Framework which will include the development of the Nursing Hours of Care per Patient Day as described in Article 17.02 Nursing Workload Determination.

Nursing hours of care are the number of direct hours of nursing care required for a given patient population in the service area.

Within six (6) months of the signing of this agreement, the Employers will provide the working group with a baseline of nursing hours per patient day, along with patient and unit profiles, and schedules including the number of nurses scheduled per day for all 24/7 service areas. This data will form the foundation of the Nurse Staffing and Skill Mix Framework. Additional service areas will be added on a priority basis to be determined by the Joint Nurse Staffing Steering Committee (JNSSC) and Nurse Staffing Advisory Committees (NSAC) as outlined in Appendix O.

The working group is also responsible for the development of a manual to guide the usage of the Nurse Staffing and Skill Mix Framework that will include instructions on the calculation of nursing care hours for specific care areas and key performance indicators on patient and nurse outcomes, and guidance on any assessment tools to be utilized.

The working group reports to the JNSSC and NSACs as described in Appendix O and the work product of the working group will be shared with Nurses.

MEMORANDUM OF AGREEMENT #19

Extra Shifts

Whereas the parties acknowledge that the current practice of scheduling extra shifts using the Part-Time and Casual Nurses Availability Forms, as laid out in Articles 7.22 and 7.23, is not meeting operational needs; and

Whereas the parties acknowledge that there is currently a system wide Scheduling Project underway that may result in operational efficiencies; and

Whereas the parties acknowledge that such resulting efficiencies may take time to complete; and

Whereas the parties desire to create an interim process in a more expeditious fashion;

Now therefore, the parties agree as follows:

- A working group shall be struck within 60 days of signing, comprised of representatives from NSH and IWK Staffing; NSH People Services and IWK Human Resources and the Nursing Council of Union to create and implement an amended process for filling extra shifts (deficiencies in the work schedule known to the Employer prior to the posting of a schedule).
- The amended process for filling extra shifts may include the following:
 - Removal of the use and requirement to complete Part-Time and Casual Nurses Availability Forms.
 - Prior to the posting of the schedule (i.e., 2 weeks prior), the Manager, Staffing Clerk or designate would provide a list of all available shifts to Part-time Nurses. This would first include any extra shifts available due to vacation requests, followed by known deficiencies (other than vacations) in the schedule.
 - Part-time Nurses would have a window of time (i.e., 48 hours) to select as many shifts as they wish up to 1.0 FTE.
 - The Employer would then assign the extra shifts, based on seniority, to maximum of five (5) shifts per Nurse per schedule period.
 - Once the list is exhausted, remaining extra shifts would be offered to each Part-time Nurse interested in additional extra shifts on a rotational basis by seniority.
 - If shifts remain after exhausting the above, Casual Nurses on the WASCAL would be offered extra shifts using the same process.
- The parties will endeavour to create and implement the amended process for filling extra shifts no later than April 1, 2024.
- The parties agree that the amended process will remain in effect until the end of the newly ratified Collective Agreement.
- The Employer commits to reconvening this working group should the Scheduling Project result in changes to the filling of extra shifts process prior to the expiry of the Collective Agreement to determine appropriate next steps.

MEMORANDUM OF AGREEMENT #20

Joint Working Committee related to Internal Travel Nurses

Parties: NS Council of Nursing Unions (CONU), IWK Health (IWK), NS Health (NSH)

Whereas the parties wish to reduce and work towards eliminating the reliance and use of external travel agencies and

Whereas the parties agree that establishing an internal travel nurse resource/agency is a desirable outcome

The parties therefore agree as follows:

- To establish a joint working group with equal members (unless agreed otherwise) from the CONU, IWK and NSH within 90 days of the collective agreement being signed.
- The joint working group will develop a viable employment model to employ internal travel nurses.
- To create a compensation model and framework that will attract and retain internal travel nurses.
- That internal travel nurses will maintain and accrue seniority and be eligible for full benefits, pension (subject to applicable plan rules).
- To address union jurisdiction for internal travel nurses that travel within the province to work with IWK and NSH.
- To design and recommend an effective infrastructure model and support for the management and scheduling of internal travel nurses.
- Consider a pilot model, timing with an evaluation process and method to incorporate possible changes.

Take into account any existing feasibility review/data and survey information, including a jurisdictional review of internal travel nurse models in other provinces, and how compensation for lost union dues is addressed on the use of external travel nurses.

MEMORANDUM OF AGREEMENT #21

Charge Nurses

Notwithstanding Article 8.11 Charge Nurse, any Nurse who occupied a Charge Nurse position pursuant to Article 8.11 effective the date of ratification will be entitled to compensation in accordance with the language in Article 8.11 as of the time of appointment until such time as the Nurse completes the time designated as a Charge Nurse or until November 1, 2025 whichever is earlier. Thereafter the Nurse will be compensated in accordance with Article 8.11

MEMORANDUM OF AGREEMENT #22

LPN Transition

For the purpose of claiming experience for the 25 year increment, current LPN's will have 90 calendar days from the date of signing to provide satisfactory proof of prior experience. An extension to this time period may be granted where a Nurse 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 Nurse. The adjustment will be retroactive to the date of signing.

MEMORANDUM OF AGREEMENT #23

INTERNAL TRANSFER PROCESS

Within 90 days of the signing of this agreement a joint committee comprised of equal representative of the Employers and Council will be convened to determine if an Internal Transfer Process is feasible. The joint committee will meet at least bi-monthly.

In the subsequent 90 day period, the Employer will endeavour to determine if the technology, infrastructure, and availability of recruitment staff will allow for the creation and implementation of an Internal Transfer Process.

Should it be determined that the Employers are able to implement an Internal Transfer Process, the Joint Committee will determine the classifications and work units able to participate in a trial of the process. The Joint Committee will determine the parameters of the trial.

The Joint Committee will determine the criteria the Nurse will be required to provide to have their name placed on an Internal Transfer Roster. Criteria may include but is not limited to: work area of interest, ideal FTE status, educational interest, skills, education, certifications, etc. Nurses will be expected to update their information on a regular basis but no less than semi-annually. The Employers will send out electronic reminders to Nurses quarterly.

When a vacancy occurs in a work area, managers will submit a requisition to Human Resources. The Recruitment team will ensure that Nurses whose positions have been declared redundant and Nurses requiring accommodation are considered prior to accessing the Internal Transfer Roster. The Recruitment team will filter the Internal Transfer Roster based on the work area of the vacancy to identify the Nurses who have expressed their interest and are qualified for the position. The position will be awarded to the most senior qualified Nurse subject to the conditions described in MOA #27 Filling Vacancies.

Should the vacancy not be able to be filled from the Internal Transfer Roster the vacancy will be posted in accordance with Article 12.

The Internal Transfer Process will be evaluated during the trial period and again at its conclusion. Should the Joint Committee determine the trial was a success the Parties will enter into an MOA that incorporates the best practices as determined from the trial, the classifications eligible for participation, and an implementation schedule.

MEMORANDUM OF AGREEMENT (MOA) #24

Between:

IZZAK WALTON KILLAM HEALTH CENTRE (the “IWK”)

And:

The Nova Scotia Council of Nursing Unions (“the Council”)

(collectively “the Parties”)

RE: COMPENSATION FOR RN PRESCRIBERS (RN-AP)

WHEREAS the Parties acknowledge the RN Prescriber (RN-AP) is a self-regulated health care professional who, through the practice of nursing, incorporates autonomous and collaborative care to ensure safe, competent, compassionate and ethical care to individuals across the life span, families, groups and communities in a variety of settings;

AND WHEREAS the Parties acknowledge Nurses within any classification may become an RN-AP after successful completion of the required courses within a designated area and therefore the RN-AP is not a classification with a common set of duties and responsibilities;

AND WHEREAS the Parties acknowledge an eligible RN-AP:

- a) Is a graduate of a recognized graduate level diploma or certification program for RN Prescribing in Canada and accepted by the Nova Scotia College of Nursing (NSCN) with current registration (in good standing) with the NSCN as an RN-AP license holder and holds a current certification in Basic Cardiac Life Support;
- b) Requires three years of safe and competent clinical practice in the practice environment where they will be prescribing;
- c) May prescribe medications, devices, and order relevant screening and diagnostic tests within their specific area of prescribing competence;
- d) Will continue to perform regular duties defined within their current job description and classification; and
- e) May work only in designated areas.

NOW THEREFORE, the Parties agree:

1. Eligible RN-APs will be compensated with an additional stipend of four dollars (\$4.00) per hour (approximately \$7800.00 annually based on 1950 hours paid).
2. The stipend will be applied to all hours paid (including overtime) and will be pensionable per the applicable pension plan eligibility criteria.
3. The stipend will be removed if the RN-AP becomes ineligible for any reason as per the above eligibility requirements.

Memorandum of Agreement # 25

Re: March 2023 Government Nursing Incentive Return of Service Agreement

Between:

**IWK HEALTH CENTRE and NOVA SCOTIA HEALTH
(the “Employers”)**

and

**The NOVA SCOTIA COUNCIL OF NURSING UNIONS
(the “Council”)**

The Employers agree to use the attached Return of Service Agreement template, attached as Appendix “A” to this Memorandum of Agreement, in conjunction with a return of service bonus in furtherance of the government nursing incentive announced in March 2023 and expected to end March 31, 2023.

The Council agrees that where the Employers use the attached Return of Service Agreement template in conjunction with the government incentive mentioned above, this MOA shall be evidence of the applicable constituent union’s consent to the Return of Service Agreement.

This Agreement does not prejudice or affect the rights of the Parties in relation to any other matters.

Letter of Understanding #1

Secondments

The Parties agree that the following principles shall apply when a Nurse is seconded, as per Article 9.12, to work temporarily for another Employer:

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

Letter of Understanding #2

Nurse Career Stages

Throughout the bargaining process the parties discussed Nurses at various stages in the Nurse's career. The following represents a general summary of the timeline anticipated for Nurses described below.

- New Nurse - A Nurse with two (2) years or less of nursing experience.
- Early Career Nurse - A Nurse with two (2) – five (5) years of nursing experience.
- Mid-Career Nurse -A Nurse with five (5) – fifteen (15) years of nursing experience.
- Late Career Nurse - A Nurse with fifteen (15) years or more of nursing experience.
- Near Retirement Nurse - A Nurse eligible to retire with an unreduced pension within five (5) years.

Letter of Commitment #1

Career Pathing and Wellness Supports for Late Career Nurses

Whereas the parties recognize the importance and knowledge of late career Nurses, we are committed to forming a joint working group between the IWK, NSH and Council of Nursing Unions to explore the creation of a career pathing model and supports to increase the probability of working past retirement in a safe and value-add manner. This joint working group will commit to exploring the following:

Career Pathing:

- Create check in points between mid and late career Nurse and key resources and support (i.e., Manager, Recruitment Career Advisor, OHSW, IPPL)
- Review alternate employment options, roles / schedules
- Explore opportunities to transfer knowledge prior to retirement
- Explore opportunities to engage in organizational research, policy development, etc.
- Explore opportunities to make a difference to nursing care and support other nursing staff
- Evaluate required education for alternate positions
- Participate and/or deliver late career Nursing fairs

Wellness Supports:

- Review existing wellness supports for late career Nurses and look for opportunities to expand
- Develop safety programs regarding lifting, transfers, etc.
- Create health and wellness fairs designed for late career nurses
- Explore flexible working arrangements (i.e., less night shifts)
- Evaluate current retirement planning and education for process improvement options

Letter of Commitment #2

Review of Various Scheduling Models

Whereas the parties recognize the need to explore various scheduling modules to respond to changing healthcare delivery models; to address recruitment and retention issues; and to ensure adequate staffing resources for the efficient delivery of services, the parties commit to forming a working group within six (6) months of signing to explore the following:

- Various rotation options that would create stable shift coverage, aligned with operational needs
- Shift lengths outside of the current collective agreement
- Permanent day and/or night positions
- Built in relief positions to cover for known absences

Letter of Commitment #3

Review Workplace Violence Policies and Procedures

Nova Scotia Health, the IWK, and Nova Scotia Council of Nursing Unions recognize the importance of promoting a safe and healthy work environment that is free of workplace violence.

This commitment includes the following:

1. A general review of the existing workplace violence prevention policies.
2. Provide ongoing education to Nurses regarding the requirement for all incidents of workplace violence and near-miss events to be reported through organizational incident reporting system(s).
 - a. The employer and the Council of Nursing Unions commit to exploring the possibility of incorporating mechanisms to automate reporting of violent incidents to the constituent Union.
 - b. Where appropriate incidents of violence will also be reported to local law enforcement agencies.
3. The employer will complete a review of patient materials, and where not present, provide a code of conduct statement to be included as part of the patient education process.
4. The employer will continue to explore the creation of an alert system for Nurses to ensure they are made aware of incidents of concern impacting their work site (i.e access control).
5. Assessing and ensuring properly lit, hospital-owned parking lots with surveillance.
6. Assess and where not provided designate parking spots for Nurses working on-call.
7. Explore the possibility of providing security stations with panic buttons in parking lots.

The parties agree that this commitment to collaboration will be carried by Occupational Health Safety & Wellness Leadership and representation of the Unions on a mutually agreed scheduled, at no greater frequency than quarterly. Agenda items on occupational health safety and wellness concerns, trends or metrics will be submitted by both parties to build an agenda in advance of the meeting.

Letter of Commitment #4

Professional Development

Whereas the parties recognize the importance of supporting Nurses to grow and develop within the profession throughout the Nurse's career,

And whereas the parties wish to support that career within the employment of the Employer;

The parties acknowledge their commitment to developing the following practices and supports throughout the Nurse's employment:

- Create/invest in a Talent Acquisition Liaison role to discuss plan and options for supporting Nurses in their career
- Conduct annual/bi-annual performance development conversations, utilizing technology to help with planning to ensure that there is meaningful communication between the Nurse and Employer
- Touch base early with new hires, to highlight what would be beneficial going forward in their career development
- Create a more robust process for stay and exit interview process

Letter of Commitment #5

Education Review

Whereas the parties recognize the importance of supporting Nurses in education the parties agree to meet within 90 days of the signing of this collective agreement to:

- Review opportunities to provide paid education leave for LPNs to transition to RNs in areas of identified need.
- Conduct a review of required education language in Appendix B of the Nurse collective agreement.
- In recognition of the importance of multi-disciplinary certification, the parties will conduct a review of multi-disciplinary certifications available within Nursing to determine if the certifications require a premium.

Letter of Commitment #6

Return of Service Agreement (ROSA) Working Group

Intention: The same incentives and return of service agreements should exist for internal and external candidates.

Process: A working group comprised of equal representatives from the Employers (IWK, NSH) and Council will be created within 90 days of the signing of this agreement to review recruitment incentives, support for educational programs, and return of service agreements to ensure consistency.

Letter of Commitment #7

Safety Innovation Fund

Nova Scotia Health, IWK Health and the Council of Nursing Unions acknowledge the importance of ensuring safe & healthy workplaces free of violence and harassment for nurses and patients. Interest based negotiation discussions further highlighted our mutual interest in measures that reduce incidents of violence and increase safety for nurses. These productive discussions, held directly between nurses and both employers, surfaced ideas that will have positive impacts on all who work in and access acute care services in Nova Scotia.

In order to advance changes toward that commitment, effective November 1, 2023, the Employers will create a one time Safety Innovation Fund (the “fund”) in the amount of \$7 Million to be allocated proportionately across Nova Scotia Health and IWK Health.

The fund will be available to support investment in initiatives that:

- Have a positive impact on the health & safety of the nursing workforce
- Create positive change in the provision of safe patient and family centered care
- Be aligned with organization and provincial health priorities
- Support the timely access of safe care for all patient populations

Priorities may be identified through: formal reviews of workplace violence policies and procedures, SIMS reporting, JOHSC, nurse feedback/surveys, health & wellness data, EFAP, SafeLine / Clearview and other related sources.

The allocation of funding will be coordinated through a Joint OHSW group (subset of Provincial table with connection to local JOHSC committees). The Joint OHSW group will meet quarterly and is expected to engage nurses in the identification and prioritization of investment options, track and report progress, and evaluate the outcomes of targeted investments. Reports will be made to senior leadership of Employers and Council quarterly.

In acknowledgement of the time limited nature of the fund, investment decisions must not create ongoing cost commitments beyond the life of the agreement, result in the creation of new positions, conflict with facility, IT or procurement policy, or initiatives that cannot be completed within the life of the agreement.

The fund will be available to support initiatives identified herein until the earlier of the depletion of the fund or October 31, 2025.

Letter of Commitment #8

Recruitment & Retention Innovation Fund

Nova Scotia Health, IWK Health and the Council of Nursing Unions prioritized the importance of ensuring the supply of nurses in every unit and region of Nova Scotia through innovative and effective recruitment and retention practices. In order to reflect that commitment, effective November 1, 2023, the Employers will create a one time Recruitment and Retention Innovation Fund (the “fund”) in the amount of \$3 Million to be allocated proportionately across Nova Scotia Health and IWK Health.

The fund will be available to support initiatives that:

- Provide innovative recruitment and retention options for nurses that benefit the specific needs of a particular site/geographic area
- Create positive change in patient and family centered care
- Align with organization and provincial health priorities
- Have a positive impact on staffing and/or employee experience within the nursing workforce

The allocation of funding will be coordinated through Zone or IWK Labour Management Committees.

Each NSH Zone and IWK will allocate investment funding toward targeted, time-limited strategies and recruitment of hard to fill nursing positions, such as but not limited to:

- Reimbursement for relocation
- Targeted Recruitment/retention incentives
- Opportunities for career development
- Innovation for day-to-day operations

Nurses will be engaged through Labour Management Committees. Priorities will be informed by stay interview and survey results, NS Nursing Strategy processes, and other existing committees in the identification and prioritization of investment ideas. Reports will be made to senior leadership of Employers and Council quarterly on the progress and evaluation of these investments.

In acknowledgement of the time limited nature of the fund, investment decisions must not create ongoing cost commitments beyond the life of the agreement, result in the creation of new positions, conflict with facility, IT or procurement policy, or those that cannot be completed within the life of the agreement.

The fund will be available to support initiatives identified herein until the earlier of the depletion of the fund or October 31, 2025.

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