

125 members

POSTAGE	NS.N.U.
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TERMS	31 03 84
NO. OF MEMBERS	125

COLLECTIVE AGREEMENT
 BETWEEN
 COLCHESTER HOSPITAL
 AND
 THE NOVA SCOTIA NURSES UNION

April 1, 1983 - March 31, 1984

OCT 30 1983

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ARTICLE 1 PREAMBLE

Whereas it is the desire of both parties to this Agreement

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

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

To set forth certain terms and conditions of employment;

To maintain professional standards;

To encourage efficiency in operation;

To promote the morale, well-being and security of all nurses;

To ensure uninterrupted service to the Hospital,

Therefore the parties agree as follows:-

ARTICLE 2 RECOGNITION

The Hospital recognizes the Nurses Union as the sole bargaining agent for all registered and graduate nurses who are employed on a regular full-time, regular part-time or temporary basis in the bargaining unit of the Hospital as per the Labour Relations Board of Nova Scotia Certification Order.

ARTICLE 3 MANAGEMENT

The Management of the employer's business and the employment, direction and supervision of employees, including transfer, promotions, demotions, lay-offs, supervision and discipline (including discharge) for proper cause is vested in the management, provided the foregoing shall not be exercised by the employer in a discriminatory manner or contrary to the terms of this Agreement. The Union shall have the right of appeal through the grievance procedure.

ARTICLE 4 DEFINITIONS

- 4.00 A Registered Nurse is a nurse who is currently registered with the Registered Nurses' Association of Nova Scotia.
- 4.01 (a) A Graduate Nurse is one who has graduated from a school of nursing recognized or approved by the Registered Nurses' Association of Nova Scotia.
- (b) A Grace Graduate Nurse is one who has graduated from the now closed School of Nursing previously operated by the Grace Maternity Hospital.
- 4.02 A nurse shall be any person employed within the bargaining unit as defined in Article 2.
- 4.03 For the purpose of this Agreement, the female shall be deemed to include the male and vice versa.
- 4.04 A Regular Nurse is one who occupies a regular position as an employee of the Hospital.

4.06 A Regular Part-Time Nurse is one who is employed on a continuing basis, but one who works less than the schedule for a permanent full time nurse.

4.07 A Casual Nurse is a nurse who works on a day to day basis as required. The benefits of this Agreement do not apply to the casual nurse except that she receives the daily rate of the mid point of the salary scale for her classification.

4.08 **Temporary Nurse** - is a nurse who is hired for a designated period in excess of ten (10) consecutive work days. Temporary nurses shall not accumulate seniority but will qualify for all other benefits of the Agreement on a pro rata basis. The Hospital will make every effort to have one nurse to fill these interim periods. If a temporary nurse becomes a regular nurse without a break in service, her employment date will be her first day of continuous employment as a temporary nurse.

4.09 A Promotion is an advancement to a higher rank or position in a bargaining unit that is not a temporary assignment or a transfer.

4.10 Anniversary Date is the date on which a nurse commences work at the Hospital. The anniversary date is used for calculation of increments only and will be computed on the following basis:

A nurse hired between the first and the fifteenth of the month inclusive shall have her anniversary date of employment backdated to the first of that month. A nurse hired between the fifteenth and the end of the month shall have her anniversary date of employment moved to the first of the succeeding month. This date only changes if a nurse is on an unpaid leave of absence of over one month (in which event her date is changed by the length of her leave).

4.11 **The Probationary Period** is that period prior to sixty-six (66) days of work; employment may be terminated at any time during this period. A regular nurse who is rehired within one year of resigning from the Hospital will be required to serve a probationary period of forty-four (44) days of work.

4.12 Reassignment is when a nurse is temporarily assigned to another area.

4.13 A Transfer is a permanent move from one area to another to meet the needs of the Hospital. A nurse may initiate a request for a transfer.

N.B. In relation of 4.12 and 4.13, nurses shall only be reassigned or transferred for the purpose of efficient hospital operation and the proper care of patients.

4.14 Mutual Agreements - No nurse shall be required or permitted to make any written or verbal agreement with the Hospital, its representatives or immediate management supervisor, which COP

trary to the terms of this Collective Agreement. This will not prevent a nurse from making a temporary arrangement with the Hospital, its representatives or immediate supervisor, when such arrangement does not affect other nurses in the bargaining unit.

- 4.15 Special **Unit Nurse** - a nurse, having a minimum of four (4) months experience in a unit so designated as a special unit and who works on a regular full time or regular part time, or temporary basis in that designated unit. Time spent in training in that specific special unit during the four (4) month period will be considered experience as it relates to this Article.

ARTICLE 5 UNION REPRESENTATION

- 5.00 The Union shall provide the Hospital with a list of officers and other representatives.
- 5.01 The Hospital recognizes the right of the Union to elect representatives who shall be responsible for the day to day administration of the Collective Agreement. When required **two** or **more** of these representatives shall constitute a grievance **committee**.
- 5.02 The Union may have the assistance of a representative **from outside** the Union in all matters relating to relations between the Union and the Hospital.
- 5.03 A nurse who is a member of the Executive of the Union or **designated** to handle grievances shall be allowed a reasonable amount of **time**, without loss of pay, during normal working hours **to assist** in matters relating to the Collective Agreement, provided that staff replacement is not thereby **made** necessary. **Such** a representative must request and obtain permission from her immediate management supervisor prior to leaving and report to her immediately upon her return. Such permission shall not be unreasonably withheld."
- 5.04 Up to two (2) representatives designated by the Union shall **not** suffer a loss of pay while involved in direct negotiations of a collective agreement between the Hospital and the Union. Up to three (3) representatives **shall** not suffer a **loss** of, pay **when** involved in direct negotiations which are confined to the Colchester Hospital only.
- 5.05 The Hospital and the Union agree to share equally in the cost of reproducing the Collective Agreement.

ARTICLE 6 DUES DEDUCTIONS AND UNION SECURITY

- 6.00 It shall be a condition of employment for all nurses employed at the Hospital that dues be deducted from their salary in the amount determined by the Union. The dues shall be submitted monthly to the Union together with a list of the nurses from **whom** the deductions were made. The deductions for newly employed nurses

shall be in the first month of employment. The submission of dues to the Union shall be no later than the fifteenth day of the month following the month in which the deductions were made.

- 6.01 It shall be a condition of employment for all nurses who are or become members of the Union that they maintain membership in the Union and all nurses hired after the effective date of this Agreement shall take out and maintain membership.
- 6.02 The Union shall advise the Hospital of the amount of the dues.
- 6.03 The Hospital shall advise the Union of all appointments or terminations in conjunction with the submission of Union dues.

ARTICLE 7 HOURS OF WORK, OVERTIME, STANDBY, CALLBACK

- 7.00 a) The standard hours of work shall be seventy-five (75) hours per two (2) week period consisting of ten (10) seven and one-half ($7\frac{1}{2}$) hour shifts exclusive of a one-half ($\frac{1}{2}$) hour designated meal break and includes two (2) designated fifteen (15) minute breaks.
- b) Hours of work which are at variance with the standard hours as stated in Article 7.00 (a) may be employed providing there is mutual agreement between the Union and the Hospital. When such changes are made, a separate agreement shall be drafted by the Union and the Hospital to accommodate the contract changes.
- c) If the starting and stopping times for the regular shifts on a unit 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 will be given. The Hospital agrees to discuss the reason for such changes with the employees affected by the change.
- 7.01 Regular nurses shall not be required to work more than seven (7) consecutive days between days off, except by mutual agreement.
- 7.02 The hours of work shall be posted four (4) weeks in advance of the schedule to be worked. The schedule will be for a minimum of two (2) weeks. Before schedules are drawn up, a nurse requesting specific days off shall submit a written request for such days off. Her preference shall be granted wherever operational requirements permit. It shall be permissible for two nurses to exchange their days off with the consent of their supervisor. Such consent shall not unreasonably be withheld. Management shall not be penalized by such arrangements.

Nurses on a nursing unit shall be required to work the rotations of the unit. Such rotations shall provide for scheduling as equitable as is possible. This does not preclude a nurse from

being continuously assigned to an evening **or** night shift if mutually agreed.

The Hospital shall advise a nurse of an intended change in schedule.

7.03 Nurses shall have sixteen (16) hours off duty between regularly scheduled shifts unless mutually agreed otherwise between the nurse and the Employer. When the Employer changes the posted schedule for a nurse, there shall ~~be~~ at least a twenty-four (24) hour advance notice given to the **nurse(s)** affected **by** the change. **If** this notice period is given by the Employer there shall be no additional **compensation** for shifts worked **by** nurses as a result of **schedule** changes.

Where less than a twenty-four (24) hour advance notice is given, the nurse ~~shall be~~ compensated at the rate of one and one-half (~~1½~~ **x**) her regular hourly rate for the shift worked during this twenty-four (24) hour notice **period**.

Where a schedule change requires a nurse to work on a day previously scheduled as a day off and the required notice period is given, the nurse will be compensated at straight time for working the shift. The "day off" must be rescheduled.

Where a schedule change requires a nurse to work on a day previously scheduled as a day off, and the required notice period ~~is~~ not given, the nurse will be compensated at time and one-half (~~1½~~ **x**) for the hours worked on that shift. The **day** off must be rescheduled.

7.04 Each nurse shall receive four (**4**) days off **in** each two (2) **week** period, which, unless mutually agreed upon otherwise, shall be given in no more than two (2) segments.

7.05 The Hospital will make every effort to grant one (1) weekend off **in** each three (**3**) week period and will guarantee at least one (1) weekend off in each four (**4**) week period and sixteen (16) weekends per year.

7.06 **Nurses** agree to maintain nursing coverage for all units during the shift change.

7.07 The hourly rate will be determined by dividing the yearly rate **by** 1958 hours.

7.08 Time worked in excess of the regular scheduled **shifts** shall **be** compensated for at the rate of time and one-half for the first four (**4**) hours in any one day and double time for all overtime worked in excess of four (**4**) hours in any one day.

7.09 A nurse ~~may~~ take time off in lieu of overtime worked by mutual agreement on an hour and one-half for one hour worked at that rate and two (2) hours off for each hour worked at double time.

- 7.10 Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift.
- 7.11 Overtime shall be paid within two (2) pay periods of its occurrence.
- 7.12 A nurse on **STAND BY** shall receive six dollars and twenty cents (\$6.20) for each eight (8) hour shift or portion thereof. Nurses shall not be required to be on stand by on their scheduled days off unless mutually agreed otherwise.
- 7.13 Nurses required to report back to work after leaving the premises of the Hospital following completion of a shift but before the commencement of their next shift, or, is called back on a day she is not working, shall be granted a minimum of four (4) hours pay at straight time rates or overtime in accordance with Article 7.08, whichever is greater.
- 7.14 Nurses who report for work as scheduled will be guaranteed work for that shift.
- 7.15 The provisions of Article 7.08 and 7.13 shall not apply to a part-time nurse who applies for and is assigned to work shifts in addition to those for which she was posted except when she is required to work in excess of seven and one-half (7½) hours per day or seventy-five (75) hours per two (2) week period.
- 7.16 If a nurse is required, because relief is not available on evening and night shifts, to take her meal break on the nursing unit, she shall not be entitled to premium pay unless the nurse is unable to have a reasonable meal break. If, because of the workload, a nurse cannot get a reasonable break, she shall be entitled to claim overtime providing she has prior approval from her management supervisor.

ARTICLE 8 SALARIES

- 8.00 When a nurse has produced proof or evidence of her previous experience her salary shall be determined by applying the following rules governing the recognition of previous experience, provided that not more than three (3) years have elapsed since such experience was obtained.
- a) the salary of a nurse with a minimum of two (2) years of satisfactory recent nursing experience shall be advanced one (1) increment in the salary scale;
 - b) the salary of a nurse with a minimum of three (3) years of satisfactory recent nursing experience shall be advanced two (2) increments in the salary scale;

c) the salary of a nurse with a minimum of four (4) years of satisfactory recent nursing experience shall be advanced three (3) increments in the salary scale;

d) the salary of a nurse with a minimum of five (5) years of satisfactory recent nursing experience shall be advanced four (4) increments in the salary scale.

8.01 A nurse shall receive her vacation pay on the last day preceding her vacation provided she gives two (2) weeks written notice.

8.02 Nurses who relieve in a higher classification as provided in Article 13.00 shall be compensated in addition to their normal hourly rate as follows:

Staff Nurse relieving for Head Nurse - \$5.00/shift
Staff Nurse relieving for Supervisor - \$7.00/shift

A staff nurse temporarily assigned to a special unit shall be paid a shift differential of two dollars and fifty cents (\$2.50) if she qualifies as a special unit nurse in the unit in which she relieves.

This shall only apply if a nurse has a minimum of four (4) months training and recent experience in the special unit in which she is relieving.

8.03 Nurses working at least four (4) hours during the period 1800 - 0600 hours will be paid a premium of two dollars and forty-five cents (\$2.45).

8.04 Should a new classification be created within the bargaining unit as indicated in the certification order during the terms of this Agreement, the employer and Union will decide the rate of pay. Nothing herein prevents the employer from filling such positions and having employees working in such positions during such negotiations. The salary when determined will be retroactive to the date on which the nurse commenced working in that classification.

8.05 Retroactivity:

Wages, including overtime and educational premiums, shall be paid retroactive to April 1, 1983. All other changes shall take effect on the date of ratification of the collective agreement by the Nova Scotia Nurses Union.

Nurses who have left the employ of the Hospital shall have thirty (30) days after the signing of this Agreement to apply for retroactive pay.

8.06 Pay day will be as at present.

&LE 9 LEAVE OF ABSENCE

SICK LEAVE

- 9.00 Paid sick leave shall accumulate and be granted at the rate of **two** and one-half (**2½**) working days per month, effective the first day of employment. The maximum amount of accumulation shall be one hundred and fifty (150 days).
- 9.01 A part-time nurse shall receive **paid** sick leave on a proportionate basis to **time** worked.
- 9.02 The Hospital shall provide the nurse with a statement of her sick leave credit annually and upon request at any time.
- 9.03 Nurses shall be allowed paid leave of absence up to three (3) days per annum in order to engage in personal preventative medical or dental care. Such leave will be debited against sick leave credits.

MATERNITY LEAVE

- 9.04 a) Maternity leave without pay shall be granted after one (**1**) year of continuous service from the date of employment. Upon the advice of her physician, the nurse may request leave starting at the beginning of her seventh month. The Hospital retains the right to require the nurse to stop work, **if**, in its opinion, the state of her health becomes incompatible with the requirements of her **job**. The nurse shall return to **work** within four (**4**) months following delivery. Upon written request, this period may be extended. The nurse will return to her former or equivalent **posi-**
tion.
- b) Upon request, the employer shall grant a nurse with a minimum of one (**1**) year's service a leave of absence without pay to adopt a child. The length of the leave shall be the greater of the minimum time required by the adoption agency, the Labour Standards Code or the existing Collective Agreement.

BEREAVEMENT LEAVE

- 9.05 If a death occurs in the immediate family of a nurse when said nurse is at work, or scheduled to go to work, then said nurse shall be granted bereavement leave with pay for the remainder of her tour of duty for that day.

If a death in the immediate family of a nurse occurs, said nurse shall be granted five (5) days of leave of absence effective mid-night following the death and shall be paid for tours of duty the nurse would be normally scheduled to work during the five days leave **if** the death had not occurred.

A nurse when for any reason other than bereavement leave would not be considered to be at work, **if** a death in the immediate fam-

ily should occur, shall not be eligible for bereavement leave with pay.

For the purpose of ascertaining bereavement leave with pay, the members of a nurse's immediate family shall include father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law and guardian.

In the event of a death of a grandparent or grandchild of the nurse, the hospital will grant the nurse three (3) consecutive days leave of absence effective midnight following the death and will be paid for those tours of duty the nurse would be normally scheduled to work during the three (3) days if the death had not occurred.

One (1) day's compassionate leave with pay shall be granted on the day of the funeral in the event of the death of anyone permanently residing in the nurse's household or anyone with whom the nurse permanently resides.

Such leave is granted to the nurse for the purpose of attending the funeral and other related matters of the deceased relative.

EDUCATION AND OTHER

- 9.06 The Hospital may grant leave of absence without pay for personal reasons.
- 9.07 Recognizing the value of further education related to nursing, the Hospital on request, may grant an educational leave without pay to nurses who have been employed a minimum of one (1) year.
- 9.08 A nurse shall return to her former or equivalent position upon her return except where a promotion is involved.
- 9.09 Up to two (2) nurses may be granted leave without pay when chosen to represent the Nurses Union at annual and Provincial Meetings.

Additional representatives may be granted leave of absence without pay in bargaining units of more than one hundred (100) members at the rate of one (1) for each fifty (50) members in excess of one hundred (100). No more than two (2) nurses from any one unit shall be granted such leave and a minimum of two (2) weeks notice must be given to the Hospital by nurses requesting such leave.

- 9.10 (a) A member of the Provincial Executive, other than the President, shall be granted leave without pay up to a maximum of twelve (12) days in any one (1) year in order to attend such Executive Meetings provided that the Hospital is able to obtain a replacement at no additional cost in premium pay, unless agreed otherwise, and that the nurse requesting the leave must give reasonable notice considering all of the circumstances to enable the Hospital to obtain a replacement.

(b) The Provincial President of the Nova Scotia Nurses Union shall be granted a maximum of twenty-four (24) days leave of absence without pay per year in order to conduct Union business, providing reasonable notice has been given, the operation of the Hospital is not adversely affected and no additional costs are incurred through premium payments.

COURT LEAVE

9.11 Leave of absence with pay shall be given to every nurse other than nurse on leave of absence without pay, or under suspension, who is required:

- a) to serve on a jury; or
- b) by subpoena or summons to attend as a witness in any proceedings held:
 - 1) in or under the authority of a court; or
 - 2) before an arbitrator or person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

9.12 Any nurse given leave of absence with pay to serve pursuant to the Article 9.11 shall have deducted from her salary an amount equal to the amount that the employee receives for such duty.

9.13 Upon request, the elected President of the Provincial Executive shall be granted a two (2) year leave of absence without pay for the purpose of enabling the President to hold Union Office on a full-time basis. On her return, the Nurse will be placed in a position determined in accordance with the needs of the hospital at that time. The Nurse shall retain benefits and seniority which she accrued up to the time she commenced the leave of absence, and shall be placed on the same step of the salary scale for her new classification that she occupied in her former classification prior to commencing the leave of absence.

9.14 Any member of the bargaining unit who is elected to full-time office in the national, provincial or municipal level of government shall be granted a leave of absence without pay, for a term not exceeding five (5) years, On her return, the nurse will be placed in a position determined in accordance with the needs of the hospital at that time. The nurse shall retain benefits and seniority which she accrued up to the time she commenced the leave of absence, and shall be placed on the same step of the salary scale for her new classification that she occupied prior to commencing the leave of absence.

ARTICLE 10 VACATIONS AND STATUTORY HOLIDAYS

VACATIONS

- 10.00 Paid vacation shall be granted on the following basis:
- less than one (1) year of service - one and one-quarter (1 1/4) days for each twenty-two (22) days worked.
- over one (1) year of service but less than four (4) years of completed service at the rate of fifteen (15) working days per year.
- over four (4) years of completed service at the rate of twenty (20) working days per year.
- after eighteen (18) years of continuous service - twenty-five (25) working days per year.
- 10.01 Vacations shall be scheduled between January 1 and December 31 each year and shall be posted by May 1st of each year. Vacations will be distributed as equitably as possible among nurses, but the final decision must be the prerogative of Management.
- 10.02 Part-time nurses shall receive paid vacation on a proportionate basis to time worked.
- 10.03 Vacation pay shall be at the regular rate effective immediately prior to vacation.
- 10.04 Sick leave may be substituted for vacation where it can be established by the nurse that an illness or accident occurred prior to vacation.
- 10.05 Any day for which compensation was paid by the Hospital shall be considered a working day for the purpose of calculating vacation.
- 10.06 Where possible, a nurse shall have the weekend prior to her vacation off.
- 10.07 If a nurse's vacation is approved and then canceled by the employer causing the nurse to lose her deposit on vacation accommodations and/or travel and providing the nurse does everything possible to mitigate her loss and providing she notifies the Hospital that she will lose her deposit, she will be reimbursed by the Hospital.

HOLIDAYS

- 10.08 Eleven paid holidays shall be granted as follows:
- | | |
|---|---------------------|
| 1. New Year's Day | 6. Labour Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Easter Monday | 8. Remembrance Day |
| 4. Queen's Birthday | 9. Christmas Day |
| 5. Dominion Day | 10. Boxing Day |
| 11. Employee's Birthday or mutually agreed upon day | |

10.09 The nurse shall receive any holiday proclaimed by the Federal, Provincial or Municipal Government.

10.10 Each nurse shall receive either Christmas or New Year's Day off on the actual day, and every effort will be made to give at least two (2) other holidays off on the actual day of the holiday.

10.11 Part-time nurses shall receive one (1) day's pay for each twenty-three and one-half (23½) days worked.

A regular part-time nurse who is required to work on the foregoing recognized holidays shall be paid time and one-half for all hours worked by her on that day. For the purposes of this article, a day shall be as defined in Article 10.14.

10.12 When a holiday falls within the vacation period, the nurse is entitled to an additional day.

10.13 For full-time and temporary nurses, required to work on the foregoing recognized holidays, the Hospital shall:

(a) pay the nurse, in addition to her regular rate of wages for that day, at a rate of one and one-half (1½) times her regular rate of wages for the time worked by her on that day: OR

(b) pay the nurse her regular rate of pay for that day and grant her a day and one-half off with pay at a mutually convenient date.

Nurses shall be eligible for compensation under this article only for those shifts which commence on the calendar date of a statutory holiday.

10.14 If a nurse is not scheduled to work a holiday and is called into work without seventy-two (72) hours notice, she will be paid two (2) times straight time rate for work performed that day plus a day off at a later date.

10.15 A nurse who is scheduled to work on a statutory holiday and who is unable to report for work due to illness or injury shall receive sick leave pay for that day providing she has adequate sick leave to her credit, and shall be granted seven and one-half (7½) hours off at an alternate date.

ARTICLE 11 SENIORITY, LAY OFF, RECALL

11.00 Seniority is defined as the length of service from the date of employment and shall operate on a bargaining unit wide basis unless otherwise specified. However, seniority may be by-passed where management establishes that special skills and qualifications are

required. Part-time employees shall accumulate seniority on the basis of the number of shifts they work.

11.01 The seniority list shall be posted on the bulletin board in February of each year for thirty (30) days. It shall show the amount of seniority for each member of the bargaining unit in months and fractions thereof as well as the initial date of employment. A copy shall be sent to the Union.

11.02 A nurse shall only lose her seniority in the event that:

- 1) She is discharged for just cause and is not reinstated.
- 2) She resigns.
- 3) After recall, she fails to notify the Hospital.
- 4) She is laid off for more than one (1) year.
- 5) She is absent because of unpaid sickness or accident for more than one (1) year.

11.03 In the event of lay off, nurses shall be laid off in reverse order of seniority and recalled in order of seniority.

11.04 Thirty (30) days' written notice of lay off shall be given except lay offs as a result of labour disputes at which time as much notice as possible will be given.

11.05 A nurse shall be recalled by registered letter and shall have two (2) weeks from receipt of same to accept recall. (Nurses are responsible for leaving their current address at the Hospital.)

11.06 No nurse outside the bargaining unit shall be employed until all those who have been laid off have been given an opportunity for re-employment, except where the needs for special skills and qualifications can be demonstrated.

11.07 Nurses shall only be laid off because of lack of work.

ARTICLE 12 VACANCIES AND PROMOTIONS

12.00 a) The Hospital agrees to consult a position roster as described in Appendix "C" in filling those vacancies in the regular positions, covered by this Agreement, that will be of thirty (30) days duration or more.

b) Newly created classifications will be posted for fifteen (15) calendar days.

12.01 In making staff changes, primary consideration shall be given to fitness, ability and qualifications to perform the required duties. If fitness, ability and qualifications are relatively equal, seniority shall prevail.

12.02 Should the successful applicant be chosen from the existing staff, she shall be placed on probation for forty-four (44) working days in her position.

If she proves unsatisfactory in the new position during the aforementioned trial period, she shall be returned to her former position and salary, without loss of seniority, and any other nurse promoted or transferred because of the re-arrangement of positions shall be returned to her former position and salary without loss of seniority. Conditional on satisfactory performance of duties, such trial appointments shall become permanent after the period of forty-four (44) working days.

- 12.03 A nurse receiving a promotion shall commence at the minimum salary for the new position which will give her the equivalent of at least one (1) full increment.
- 12.04 Where possible and where necessary, there shall be a two (2) week overlapping period when there are staff changes to allow for proper orientation.
- 12.05 In the case of any absences, the Employer will make every effort to maintain its normal staffing pattern related to the needs of the Hospital by temporarily reassigning nurses, or by employing temporary or casual nurses.

ARTICLE 13 TEMPORARY UPGRADING

- 13.00 When a nurse is assigned to relieve in a higher classification as outlined in Article 8.02, she shall be paid the shift premium effective the first day of the appointment. Such appointments will be at the discretion of the employer, when a nurse regularly assigned to a unit is upgraded to Acting Head Nurse every effort will be made to replace her with a nurse who is familiar with the unit.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

- 14.00 A grievance shall be a difference of interpretation of this Agreement or the violation of the provisions of this Agreement as well as any other complaint related to working conditions or relations between the nurses and the Hospital concerning the meaning, interpretation, application, administration or alleged violation of this Agreement. Every grievance shall be subject to the grievance and arbitration procedures set out hereunder.
- 14.01 Step 1 When a nurse(s) has a grievance she shall within ten (10) days of the discovery or occurrence of the incident giving rise to the grievance, first discuss the grievance with her immediate Management Supervisor, who shall provide her with an answer within three (3) working days.

Step 2 Should the verbal answer given by the immediate Management Supervisor not be acceptable to the grievor, the grievance shall be submitted in writing to the Head of the Nursing Department within three (3) working days. The Head of the Nursing Department shall give her decision in writing within five (5) working days of the receipt of the grievance.

Step 3 If the decision of the Head of the Nursing Department is not acceptable to the grievor, the grievance shall be referred to the grievance committee; and, if supported by the Grievance Committee, shall be referred to the Chief Executive Officer within five (5) working days of the receipt of the decision in Step 2.

The Chief Executive Officer shall meet with the Grievance Committee and shall give a decision in writing within five (5) working days of receipt of the grievance.

If the decision of the Chief Executive Officer is not acceptable to the Grievance Committee, the matter may then be referred to Arbitration. If it is decided to submit the grievance to arbitration, notice must be given to the Chief Executive Officer within ten (10) working days of the receipt of a decision of the Chief Executive Officer in Step 3.

- 14.02 Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance, steps 1 and 2 may be by-passed.
- 14.03 The employer may institute a grievance by delivering the same in writing to the President of the Union and the President shall answer such grievance within five (5) days. If the answer is not acceptable to the employer, the employer may within ten (10) days from the day the President gives her answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.

ARBITRATION

- 14.04 In the event that a grievance is submitted to arbitration, the case shall be heard by a three-man board of arbitration UNLESS it is mutually agreed by the Hospital and the Union that the case should be heard by a single arbitrator.
- 14.05 A three-man arbitration board shall be selected as follows:

The Union and the Hospital shall each appoint a member of the Arbitration Board within five (5) days of notice of arbitration. They shall appoint a chairman within five (5) days. Should the parties fail to agree in the selection of a Chairman, the Chairman

will be named by the Provincial Minister of Labour.

- 14.06 The Union and the Hospital shall have five (5) days in which to agree upon a single arbitrator. In the event of their failure to agree, the single arbitrator shall be appointed by the Minister of Labour.
- 14.07 The Board of Arbitration 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 Chairman.
- 14.08 The time limit of ten (10) days for raising a grievance in Step I is mandatory. Subsequent time limits are directory and the Arbitration Board shall be able to overrule a preliminary objection that time limits are missed from Step II onward, providing the Board is satisfied that the grievance has been handled with reasonable **dispatch** and the Hospital's position is not significantly prejudiced by the delay.
- 14.09 Arbitration awards shall be final and binding as provided by Section 40 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 Hospital on a nurse.
- 14.10 Each party shall pay the fees and expenses of the Arbitrator it appoints and one-half the fees and expenses of the Chairman or single arbitrator.
- 14.11 The above mentioned time limits may be extended in individual cases, by the consent in writing of both parties to this Agreement.
- 14.12 For the purpose of this article only, workdays shall be Monday to Friday **inclusive**.

ARTICLE 15 STAFF DEVELOPMENT

- 15.00 A nurse shall have access to a job description and shall be given a personal copy **if** one is requested. The Hospital agrees to give each newly employed nurse a copy of the job description.
- 15.01 The Hospital shall provide an orientation program to include **all** essential information. Nursing **policies**, procedures, routines, etc. will be written in a manual.
- 15.02 The Hospital shall be responsible for providing the nursing staff with an in-service program focused on the provision of good quality health care. Nurses shall make every effort to attend such in-service programs.**
- 15.03 A Union Management Consultation Committee shall be established

(see Appendix "B").

- 15.04 Bulletin Board space shall be made available for use by the Union.
- 15.05 All information received by the Hospital regarding workshops, seminars, etc. will be screened by the Hospital and all pertinent information posted on bulletin boards.

ARTICLE 16 STAFF HEALTH AND SAFETY

- 16.00 Employees required by the Hospital to have medical tests, etc. shall have their expenses borne by the Hospital. The results of medical tests, etc. or any other information on a nurse shall be handled in strict confidentiality.
- 16.01 The Hospital shall make reasonable provisions for the safety and health of nurses during their hours of employment. Protective devices and other equipment deemed necessary to protect the nurses from injury shall be supplied by the Hospital. It is mutually agreed that both the Hospital and the Union shall cooperate to the fullest extent possible toward the prevention of accidents and in reasonable promotion of safety and health.

ARTICLE 17 WORKLOAD

- 17.00 The Hospital agrees to attempt to maintain the ratio of professional to non-professional staff as recommended by the Department of Health.
- 17.01 The Hospital agrees to make every effort to maintain or improve the nursing hours of patient care as recommended by the Department of Health.
- 17.02 A nurse who believes she cannot adequately and safely care for patients because of her workload, may file a report which shall be submitted to the Nursing Office. This report may also be discussed by the Union Management Consultation Committee.

ARTICLE 18 PROHIBITION OF DISCRIMINATION

- 18.00 The Hospital and Union agree that there shall be no discrimination with respect to any nurse by reason of race, color, creed, national origin, political or religious affiliation, sex, or marital status, physical appearance (excluding cleanliness of dress and grooming), residence, or by reason of her membership or activity in the Union.

ARTICLE 19 RETIREMENT ALLOWANCE

- 19.00 A nurse who is retired or who is about to be retired because of age, mental or physical incapacity as prescribed by the Canada Pension Plan and/or the N.S.A.H.O. Pension Plan shall be granted a Retirement allowance, the equivalent of:

- a) one-half ($\frac{1}{2}$) month's pay if she has been employed for three (3) years but less than ten (10) years;
- b) one (1) month's pay if she has been employed for ten (10) years but less than fifteen (15) years;
- c) two (2) months' pay if she has been employed for fifteen (15) years but less than twenty (20) years;
- d) three (3) months' pay if she has been employed for twenty (20) years but less than twenty-five (25) years;
- e) four (4) months' pay if she has been employed for twenty-five years but less than thirty (30) years;
- f) five (5) months' pay if she has been employed for thirty (30) or more years.

The salary which shall be used to calculate the amount of the retirement allowance in accordance with this Article shall be based on the highest salary earned in a permanent position during the twelve (12) month period prior to the date of termination of employment. Upon the death of a nurse, the allowance shall be paid to her estate.

A nurse who elects to retire prior to reaching age 65 shall be entitled to the provisions of the Retirement Allowance, providing she is at least 55 years of age and has a minimum of ten (10) years continuous service with the Hospital.

ARTICLE 20 WELFARE BENEFITS

- 20.00 When a nurse is being paid under the Workers' Compensation Act, the Hospital will pay the remaining twenty-five percent (25%) of the nurses' earnings. When this supplement is being paid, her sick leave will be deducted at the rate of one-quarter ($\frac{1}{4}$) day for each day off duty. When her sick leave expires, she will receive the Workers' Compensation Allowance only.

ARTICLE 21 PORTABILITY OF BENEFITS

- 21.00 In cases where active treatment hospitals are phased out or changed to health facilities other than active treatment; and where hospitals amalgamate services with consequent displacement of nurses, a nurse who transfers without a break in service, from one hospital to another hospital with the approval of both hospitals concerned shall:
- a) Sick leave - Have sick leave credits accumulated in the first hospital recognized in the second hospital.
 - b) Vacation leave - Years of service for vacation entitlement recognized in the second hospital.

- c) Increments - The salary increment step and anniversary date attained in the first hospital will be portable to the second hospital.

ARTICLE 22 TERMINATION OF EMPLOYMENT

- 22.00 Four (4) weeks written notice shall be given regarding termination of employment by either the Hospital or the nurse, unless mutually satisfactory arrangements are made otherwise. The nurse shall receive accrued vacation credits, and any other pay owing on the effective day of termination, provided such notice is given.
- 22.01 It shall be deemed a violation of this Agreement subject to the grievance and arbitration procedures herein, if a nurse is discharged, suspended or otherwise disciplined for unjust reasons.

ARTICLE 23 TRANSPORTATION

- 23.00 Nurses who leave work or return to work between 2400 hours and 0600 hours or are called back shall have their taxi fares paid to a maximum of five dollars (\$5.00) per trip, or shall be given an allowance of eighteen cents (\$.18) per kilometer to a maximum of five dollars (\$5.00) per trip if they use their own means of transportation.

ARTICLE 24 ALCOHOL AND DRUG ADDICTION

- 24.00 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Hospital and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drug dependency to undergo a recognized approved programme of rehabilitation directed to the objective of the rehabilitation.

If required, the provisions of Article 9.00 and 9.06 of the Collective Agreement shall apply.

ARTICLE 25 PERSONNEL FILES AND PERFORMANCE APPRAISALS

- 25.00 a) Where the Hospital 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 an opportunity to sign and comment on the evaluation.
- b) Upon request, a nurse shall be given a copy of her evaluation.
- c) Upon request, a nurse shall be permitted to view her personnel file. References or appraisals given from outside the Hospital may not be shown to the nurse. It is understood that any such reference or appraisal that has been withheld from a nurse shall not be introduced as evidence by the Hospital in an arbitration hearing on a disciplinary matter.

ARTICLE 26 TERM OF AGREEMENT

26.00

This Agreement shall be for the period commencing April 1, 1983, and ending March 31, 1984, and shall remain in effect from year to year thereafter unless one of the parties hereto notifies the other in writing within a period of not less than sixty (60) working days prior to the automatic renewal date of its intention to revise or amend this Agreement or to conclude a new Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on 25 Aug, 1983.

FOR THE HOSPITAL

FOR THE UNION

J. D. Schear
W. V. [unclear]

W. M. [unclear]
L. M. [unclear]

COLCHESTER HOSPITAL

APPENDIX "A"

EFFECTIVE APRIL 1, 1983 - MARCH 31, 1984

CLASSIFICATION	EFFECTIVE DATE	START	AUTOMATIC YEARLY INCREMENTS AFTER					
			1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs	
GRACE GRADUATE	Apr 1/83	20,797	21,367	22,032				
GRADUATE NURSE (Not Registered)	Apr 1/83	21,829	22,438	23,148	23,961	24,875		-
STAFF NURSE (Registered)	Apr 1/83	22,147	22,756	23,466	24,279	25,193	26,209	
SPECIAL UNIT NURSE ASSISTANT HEAD NURSE	Apr 1/83	22,756	23,466	24,279	25,193	26,209	27,157	

Special units include the Operating Room (including Recovery), Intensive Care Unit, Case Room, Nursery, Out-Patients Department and Cardiac Care Unit.

EDUCATIONAL PREMIUMS

(a) Post-Graduate Course (3 months - less than 6 months)-

For a course which is a minimum of three months duration and where the course content is directly related to the position the nurse is working in, one hundred twenty dollars (\$120) will be added to the nurse's basis annual rate of pay.

(b) Post-Graduate Course (6 months or more)

For a course which is a minimum of six months duration, and where the course content is directly related to the position the nurse is working in, three hundred dollars (\$300) will be added to the nurse's basic annual rate of pay.

(c) Nursing Unit Administration Course

C.N.A. = C.H.A. correspondence course - one hundred eighty dollars (\$180) will be added to the basic annual rate at the Head Nurse or Assistant Head Nurse level.

(d) University Diploma in Teaching or University Diploma in Nursing Service Administration

Three hundred sixty dollars (\$360) per annum will be added to the basic annual rate for an Instructor who holds a Diploma in Teaching or a Head Nurse or Assistant Head Nurse who holds a Diploma in Nursing Service Administration.

(e) B.N., B.Sc.N.

\$660.00 per annum will be added to the basic annual rate for any Registered Nurse in the bargaining unit.

(f) Masters Degree in Nursing

\$900.00 per annum will be added to the basic annual rate for any registered Nurse in the bargaining unit.

Only one educational premium shall be paid at one time. A Nurse who qualified for more than one premium shall only receive the highest premium for which she qualifies.

APPENDIX "B"

UNION-MANAGEMENT CONSULTATION COMMITTEE

The Hospital and Union agree to establish a Union-Management Consultation Committee.

This Committee shall be comprised of the Administrator, the Director of Nurses and two additional members of Hospital Management appointed by the Hospital, and the Local Union President and three other members of the bargaining unit appointed or elected by the Local Nurses Union. The President of the Local Union and the Administrator shall alternate as the Chairman.

This Committee shall meet to discuss all matters of concern between the parties and shall make particular reference to problems concerning staffing, orientation, complaints re workload, scheduling, transfers, re-assignment and difficulties created by short-term and long-term absences.

This Committee shall be responsible for

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

This Committee shall be appointed within thirty (30) days of signing of the Collective Agreement and shall meet within ten (10) days of its appointment and thereafter on a monthly basis and/or at the request of either party.

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

Committee members shall not suffer a loss of regular pay whilst attending Committee meetings.

APPENDIX "C"

POSITION ROSTER

The Hospital **agrees** to maintain a Roster of names of employees to be considered in the event of a vacancy in the Hospital. Nurses shall be responsible for advising the Hospital and the Union of those positions for which they wish to be considered in the event of a vacancy. Nurses may modify their request at any time by giving notice to the Hospital and the Union on the form prescribed for that purpose. A new roster will be issued every six (6) months or more often **if** necessary and, when issued, will replace all previous rosters and correspondence.

The Hospital, **in** determining appointments to vacancies will **consider all** applicants noted on the roster in accordance with Article 12 of the Collective Agreement. The Hospital will be under no obligation to **consider** any applicant whose name does not appear on the roster at the time a decision is made to **fill** the position. When vacancies have been filled, the Hospital will advise the Union of the name of the successful candidate.

An employee who has placed her name on the roster for a position and who refuses to accept such a position when vacant shall have her name removed from the roster for that particular position.

During the course of their orientation, **new** employees will be made aware of the fact that the position roster is in effect in the Hospital.

The parties agree to maintain as much confidentiality as is possible with respect to the roster.

NOTE: For the purpose of this Appendix only, a position is defined as a job in a particular area of the Hospital which is included in the bargaining unit.

LETTER OF AGREEMENT

COLCHESTER HOSPITAL

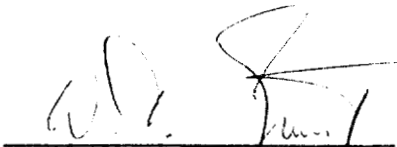
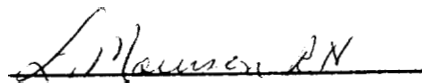
1. It is understood and agreed that under Article 7.05 of this Agreement that the Hospital will give nurses as many weekends off as **is possible**.
2. It **is** understood and agreed that the solicitors for the Hospital and the Union will be privy to the amount of liability coverage the Hospital carries for its nurses and the solicitor for the Union can advise the Union as to whether he feels that the nurses are adequately protected. However, he cannot divulge the amount of the coverage carried by the Hospital.
3. It is understood and agreed that no nurse will lose her job as a result of active treatment hospitals phasing out or **changing** the health facilities other than active treatment, or where the hospitals amalgamate services.
4. Retroactive pay will be paid by separate cheque.
5. The Hospital agrees to recognize the Grace Graduates as being members of the bargaining unit. Grace Graduates who work in Special **Units** shall receive their salary rate as specified in Appendix "A" plus one additional increment. For Grace Graduates at the top step, the additional increment will be four hundred and eighty dollars (\$480) per year.

Signed this 25 day of Dec 1983.



SIGNED ON BEHALF OF THE HOSPITAL

UNION



Paid sick leave shall accumulate and be granted at the rate of eighteen and three-quarter (18 3/4) hours per month worked, effective the first day of employment. The maximum amount of accumulation shall be eleven hundred and twenty-five (1125) hours.

10.00 Paid vacation shall be granted on the following basis:

- less than one (1) year of service: 9.375 hours for each 165 hours worked

- over one (1) year of service but less than four (4) years of completed service: at the rate of 112.5 hours per year

- over four (4) years of completed service at the rate of 150 hours per year

- after twenty (20) years of service at the rate of 187.5 hours per year

10.06 Any regular scheduled hours for which compensation was paid shall be considered working hours for the purpose of calculating vacation.

10.09 Nurses will receive seven and one-half (7 1/2) paid hours off on or for the statutory holidays outlined in Articles 10.09 and 10.10 of the Collective Agreement.

10.13 When a holiday falls within the vacation period, the nurse is entitled an additional seven and one-half (7 1/2) hour day.

10.14 Nurses who work a twelve (12) hour shift on holidays outlined in Article 10.09 of the Collective Agreement will be paid at the rate of time and one-half for those hours. In addition, nurses will be granted a further seven and one-half (7 1/2) hours off with regular pay at a time mutually agreed between the Hospital and the Nurse.

This Memorandum of Agreement shall remain in effect unless one party gives to the other party seven (7) calendar days notice of its intention to terminate the agreement. After such seven (7) days notice this Agreement shall become null and void and the provisions established in the Collective Agreement shall apply.

The parties further agree that, during the seven (7) days notification period, the parties will meet to discuss the reasons for the termination of this Memorandum of Agreement and to determine if other mutually acceptable arrangements can be made.

SIGNED in TRURO this 25 day of August, 1983

FOR THE HOSPITAL

FOR THE UNION

C.D. Johnson
W.D. [unclear]

W.M. McDonald RN
L.D. Morrison RN