

Background

The collective agreement for the Nova Scotia Council of Nursing Unions expired on October 31, 2020. Face-to-face bargaining with representatives of the IWK Health Centre, Nova Scotia Health, and the Department of Health and Wellness commenced in January 2023. The parties engaged in Interest Based Negotiations for 27 days, followed by 2 days of traditional bargaining.

This is the first time in Nova Scotia where health care employers and unions have used Interest Based Negotiations to bargain a renewed collective agreement. Interest Based Negotiations focuses discussions on shared issues and interests. This allows for an in-depth examination of root causes, with an emphasis on generating solutions that both sides have ownership over. The overall process is more collaborative and ensures decision-makers from all sides are involved along the way.

Talks reached an impasse on June 28, 2023, and the parties applied for conciliation. Conciliation took place on July 20, 2023. Following discussions facilitated by the Department of Labour, Skills and Immigration's appointed Conciliation Officer, the Provincial Negotiating Committee is now in a position where it is recommending acceptance of a Tentative Agreement with highlights outlined below.

Voting on ratification of the tentative agreement will **open July 21, 2023, at 12:00 pm (noon)**, and **close on July 27, 2023 at 12:00 pm (noon)**. The vote will be conducted online using Intellivote. Members will receive voting credentials to the email they have provided to the NSNU Provincial Office. If you do not receive your voting credentials, or require assistance voting, please contact the Voter **HelpLine at 1-888-281-8683** during the following hours of operation: Friday, July 21 – Thursday, July 27 9:00am – 5:00pm.

Term of Agreement

The proposed tentative agreement covers the period November 1, 2020, to October 31, 2025.

General Wage Increases

The economic increases and adjustments mean by the end of the contract:

- Nova Scotian NPs will be the **highest paid in Atlantic Canada** and **1st nation-wide**.
- Nova Scotian LPNs will be the **highest paid in Atlantic Canada** and **5th nation-wide**.
- Nova Scotian RNs will be the **highest paid in Atlantic Canada** and **5th nation-wide**.
- **Retroactivity** applies to the wage increases back to **November 1, 2020**. The employers will calculate and pay retro amounts as expeditiously as possible once the agreement is signed.

Nov. 1, 2020	1.5%
Nov. 1, 2021	1.5%
Nov. 1, 2022	3.0%
Oct. 31, 2023	0.5%
Nov. 1, 2023*	\$1.05* classification adjustment
Nov. 1, 2023	2 step additions totaling 5.06%**
Nov. 1, 2023	3%
Nov. 1, 2024	2%

% increase 2020-2025	
LPN	12 – 17% *
RN	15 – 21% **
NP	21%

*Excludes 12% reclassification adjustment from June 2020.

**Includes 8% reclassification adjustment from September 2021.

*applies to all RN classifications

**applies to RNs and LPNs

Annual Salaries	LPN (top step)	LPN (25 yr.)	RN (top step)	RN (25 yr.)	NP (top step)	NP (25 yr.)
<i>Expired</i>	\$30.42	\$31.49	\$41.48	\$42.94	\$62.05	\$64.22
Nov. 1, 2024	\$35.81	\$37.06	\$49.99	\$51.74	\$69.52	\$71.96

Hourly Salaries	LPN (top step)	LPN (25 yr.)	RN (top step)	RN (25 yr.)	NP (top step)	NP (25 yr.)
<i>Expired</i>	\$59,324	\$61,400	\$80,895	\$83,726	\$121,001	\$125,237
Nov. 1, 2024	\$69,832	\$72,276	\$97,483	\$100,895	\$135,569	\$140,314

Premium	Current	Date of ratification INCREASE to:	As of Nov. 1, 2024	% increase
Shift	\$2.35	\$3.50	\$4.00	70%
Weekend	\$2.35	\$3.50	\$4.00	70%
Charge Nurse	\$0.70 / 8%	\$2.00 (or legacied at 8%)	\$2.00	285%
Responsibility Pay	\$0.93	\$2.00	\$2.00	215%

Preceptor	NEW	\$1.50	\$1.50	100%
Reassignment	NEW	\$1.25	\$1.25	100%
PRN	\$0.50 - \$1.25	\$3.00 (<i>Nov 1 2023</i>)	\$3.50	280 – 700%

Where possible, increments and premiums were negotiated as flat rates so that the value of the premium was not dependent on a Nurse’s hourly wage. This means a premium is worth the same regardless of classification and years of service.

Other Increments and Premiums

LPNs are now eligible for the long service increment based on years of nursing experience, not service with the Employer. This is an additional 3.5% at 25 years.

For LPNs who become RNs, their LPN experience will be recognized when considering placement on the RN increment scale.

Acting pay will be applied the first day of working in a higher classification. Previously this was only available after three (3) days.

Practice and Leadership Premiums are available to all Nurses across both employers and all Unions.

Late career retention bonus will **increase from 2% to 3%** as of October 31, 2025. It will also be a one-time only application instead of yearly but will receive annually.

Retiree recruitment incentive **increased to \$750** per 12-month period for 30 ‘shifts’. This represents a 50% increase.

Hours of Work

72 hours of notice (previously 48 hours) must be provided when the employer changes a Nurses’ shift, if not, the entire shift is paid at the applicable overtime rate. Changes will be on an equitable basis.

All nurses to be moved to 75 hours bi-weekly/1950 yearly.

Increase in the rest interval after call-back from 6 hours to 8 hours. Where a nurse is unable to take a full rest interval, they will be compensated at two times their regular hourly rate.

Casuals cannot have their Extra Shifts cancelled (shifts scheduled prior to posting).

Nurses that agree to work shifts to be paid at overtime cannot have the shift cancelled without mutual agreement.

Casuals: Increase to 4 hours' notice required to cancel Relief Shifts.

Biannual pay down of Time-in-lieu (OT) to 75 hours.

Where a shift exchange is denied, manager must provide a reason to the requesting nurses.

Reimbursement for meal allowance (no 'chits').

Remote consulting on standby will include work resulting from the call and compensation at callback rates if nurse has to return to the unit.

Vacations and Holidays

Changes to vacation planning – the first semi-annual vacation selection must occur by January 15 (previously February 1) and the second by July 15 (previously August 1). Christmas and March break requests have been moved from the first semi-annual selection to the second. Notice of approved vacation will be posted in writing by March 1 and September 1 for the respective picks.

A new MOA will create a process to allow more nurses time off during peak vacation periods. Nurses with greater than week entitlement are eligible for **\$1000 payment** if they do not use their vacation in peak time. The PNC participated in a simulated vacation pick that showed this option allowed a greater number of nurses to get approved for vacation during peak vacation.

New vacation cancellation language – if a Nurse is recalled from vacation, they will receive **3x their hourly rate**. If a Nurse has approved vacation that is cancelled prior to commencing the vacation, the Nurse will be paid **2x their hourly rate** for the days they work and would otherwise have been on vacation.

Prior to authorizing the cancellation of a Nurses' vacation, the Employer must exhaust other options including calling for overtime, utilizing PRNs, and targeted use of external travel nurses.

The language on "vacation shall lapse" has been removed from the agreement.

Managers can offer temporary increases to FTE to allow more vacation during peak times.

If the employer anticipates that vacation approvals are unable to happen as scheduled due to extenuating circumstances, they must meet with the union to provide reasoning and discuss options to mitigate the impact.

Addition of Truth and Reconciliation to holidays (September 30)

New language to expand the reasons a Nurse can opt to take a holiday in lieu to take cultural, and spiritual significance into account.

Changes to banked holiday time – the employer will pay the bank down to 45 hours (up from 22.5 hours) twice a year (not quarterly).

Workload

A Nurse's workload will be determined by a ratio of Nursing Hours of Care per Patient Day (**patient ratios**). Within six months of the signing of the agreement, the Employers will provide a profile of all units and the current number of nurses working on each shift as an agreed upon starting point. The Employers and Union will develop a framework that determines the appropriate number of nurses for each unit across the province. For example, if a 30-patient unit requires 165 Nursing Hours of Care (according to its needs-based assessment), this could be fulfilled by 8 nurses on 12-hour days, 6 on 12-hour nights. This equates to a ratio of 1:4 on day shift and 1:5 on night shift. This approach recognizes that not all units are the same, and that different patient populations require different levels of nursing care provided by specific skill mixes while also providing a **guaranteed level of nursing staff**.

Nurses will be able to use the CCR process to highlight staffing deficiencies which will be brought to the newly established Nurse Staffing Advisory Committee. The joint committee will then determine the appropriate number of nurses for the unit.

New language and changes to the CCR process. Clinical Capacity Reports will be escalated to a newly established Nurse Staffing Advisory Committee in each zone if issues are unresolved by the labour management committee. Further escalation will include the Senior Management Representation and the Joint Nurse Staffing Steering Committee.

Nurse Practitioner workload can be reviewed by the newly established Nurse Staffing Advisory Committee. Up to 20% of the NP's time can be protected time dedicated to non-patient facing patient-related activities.

Reassignment

Changes to the reassignment language will require the Employer to explore other options such as OT, PRN, or targeted use of travel nurses prior to reassigning a nurse. Nurses will also have the option to identify barriers to being able to be reassigned.

Nurses will receive a Premium of \$1.25 per hour when reassigned.

Health and Safety

No Nurse will be assigned to work without another Nurse, Employee, or assigned security in the work site.

New language on maximum hours of work will cap the number of consecutive hours of work at 16 hours and reduce the frequency of 24-hour shifts. Whenever a Nurse works beyond 16 hours, the shift extension must be approved by the Employer's on-call leader. The leader will also document the situation using a Clinical Capacity Report.

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 Administrator on-call. The Administrator 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 Administrator 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 Administrator on-call will complete a Clinical Capacity Report on behalf of the Nurse in accordance with Article 17. The Administrator 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 OHSW and incident trends will be reported to the site JOHSC as per Article 16.

Nurses are guaranteed access to Personal Protective Equipment based on a Point of Care Risk Assessment.

A Safety Innovation Fund will be established, worth \$7 million. This employer and unions will use this money to fund specific safety initiatives, particularly violence reduction initiatives.

Nurse Practitioner-specific changes

Nurse Practitioners can opt for one of two overtime options – overtime as per Article 7, or 37.5 hours of lieu time followed by overtime as per Article 7. This option can be changed if an NP moves to a new position.

Many items in the Nurse Practitioner article were removed so that the default language of the agreement will be applied. The number of articles that NPs were previously exempt from has been reduced.

NPs no longer need to provide three (3) months' notice of resignation – notice period is four (4) weeks.

Leaves of Absence

Bereavement leave added “person equivalent to immediate family”.

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.

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.

Pregnancy leave includes loss of pregnancy: after 19 weeks paid and top up.

Loss of pregnancy (prior to 19 weeks) 5 days unpaid but can use sick or other banks to compensate.

Job Postings

Nurses are to be released to their new position within 30 days of their successful appointment or effective date. Where placement within 30 days does not occur, the matter is referred to an Executive Director of the Employer for resolution. If the new role is a higher FTE or salary, the Nurse will be scheduled to work up to the new FTE or paid the salary rate of the higher position. Employer needs to use OT to fill to allow release.

Lateral moves (e.g., RN2 position to RN2 position) are seniority based.

Filling of vacancies, three-month window with one posting.

Designated postings for Equity, Diversity, Inclusion, Reconciliation, and Accessibility purposes.

Nurses can increase their FTE with no posting if total is less than 0.4

Labour Management Committees

New Terms of Reference for LMCs are included as an Appendix. These terms are designed to improve the effectiveness and accountability of LMCs.

Scheduling

Committee to improve flexible options for nurses (removal of availability forms pending).

Self-scheduling options language included in MOA (can't be unreasonably denied).

An MOA to give Nurses the option to Work from home where appropriate.

Other improvements

Development of a seasonal nurse position. One example of a seasonal nurse is a nurse who works full time from April to September, is off from October to March, and is paid as a 0.5 FTE for the entire year.

Leadership points for mentorship.

A letter of commitment to explore facility-employed security with standardized qualifications.

Letter of commitment on violence prevention including union notification of incidents.

Letter of Commitment Innovation Funds (safety \$7M, Recruitment and Retention \$3M).

MOA on the possible development of internal travel nurses.

Improved education for preceptors and mentors.

Incentives for internal and external applicants.

MOA on unit closures to specify options for nurses if their unit closes.

MOA on undergraduate student nurses added to agreement.