

MOA Inclusion of Casual Nurses
Dyke land Lodge and NSNU
Final document July 22, 2021 – sent electronically

Memorandum of Agreement #9

HANTS COUNTY RESIDENCE FOR SENIOR CITIZENS operating as DYKELAND LODGE

AND

THE NOVA SCOTIA NURSES' UNION

RE: Inclusion of Casual Nurses

WHEREAS the Employer agreed to voluntarily recognize casual nurses as members of the bargaining unit.

AND WHEREAS the parties agree that the provisions of the Collective Agreement will apply to casual nurses except where specifically excluded.

AND WHEREAS the parties agree that all the provisions of the Collective Agreement shall remain unchanged except as expressly stated herein.

AND WHEREAS it is understood by the parties that a Casual Nurse who occupies a Temporary Position shall be entitled to all provisions of the Collective Agreement as set out in Article 4.19 of the Collective Agreement while in that position.

THEREFORE, the parties agree to the following:

ARTICLE 2 – RECOGNITION

Article 2:00 is amended to read:

The Employer recognizes the Nova Scotia Nurses' Union as the exclusive bargaining agent for all full-time, part-time, and casual Registered Nurses and Licensed Practical Nurses employed by the Employer, except the Director of Resident Care and the Unit Managers.

ARTICLE 4 – DEFINITIONS

Article 4:00 is amended as follows:

Casual Nurse

is one who works on a day to day or relief basis as required. A casual nurse may be offered work as outlined in this agreement. The employer may offer work to a casual nurse at the employer's discretion subject to the provisions of this Agreement. Once a casual nurse accepts a work assignment, the casual nurse is obligated to work. Except where specifically excluded the provisions of this Agreement apply to a casual nurse.

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Article 4:11 is amended as follows:

Probationary Period

(a) means that period for newly hired Regular or Casual Nurse up to 720 hours worked.

Remainder unchanged

Article 4:19 is amended as follows:

Temporary Position

(ii) ...A casual nurse filling a temporary position shall be permitted to use sick leave benefits following successful completion of the probationary period. Upon completion of the temporary position, the casual nurse shall be paid out any remaining banked vacation or holiday benefits.

(vi)A casual nurse in a temporary position is a Casual nurse. Upon termination of a Temporary Position, a Casual nurse filling a temporary position shall return to casual status.

Remainder unchanged

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

The following articles are not applicable to a casual nurse:

7:00 (c), 7:02, 7:05, 7:06, 7:07, 7:08, 7:10, 7:14, 7:15, 7:16, 7:17.

Article 7:11 is amended as follows:

...Overtime shall be paid to casual nurses within two (2) pay periods of its occurrence.

Remainder unchanged

New Article applicable to a casual nurse:

Casual Nurses – Scheduling

Casual Nurses may be assigned work without advance notice and have shifts cancelled with three (3) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the Employer will provide the Casual Nurse with work for the duration of the shift.

ARTICLE 8 - SALARIES

The following articles are not applicable to a casual nurse:

8:01

New Articles applicable to a casual nurse:

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Movement on Increment Scale Casual Nurses

Anniversary Date Casual Nurse

- (a) "Anniversary Date" for the purposes of Article 8 means the first date of the first shift worked as a Casual. Anniversary date may change based on the provisions below.
- (b) Casual Nurses who have worked one thousand (1000) regular hours or more within one (1) calendar year of their Anniversary Date shall move to the next level on the increment scale.
- (c) 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.
- (d) Casual Nurses cannot advance more than one level on the increment scale in any twelve (12) month period.

Casual Nurses Appointed to Regular Positions

If a Casual Nurse is appointed to a Regular Full-Time or Regular Part-Time position within 250 hours of the one thousand (1000) hour threshold for movement to the next level of the increment scale, they shall advance to their next level on the increment scale on the date of appointment to the Regular position. This date shall become the nurse's Anniversary date for the purposes of movement through the increment scale only. The service and seniority date of the casual nurse are not affected by the change to the Anniversary date.

Casual Nurses Appointed to Temporary Positions

Where a Casual Nurse fills a temporary Full-Time or temporary Part-Time position, the hours paid in the Temporary Position are casual hours and movement through the increment scale remain in accordance with the provisions above.

Pay in Lieu of Benefits

In lieu of the benefits provided to Nurses under the Collective Agreement, Casual nurses while not in a Temporary position, shall be compensated with a supplementary payment equal to four point six one percent (4.61%) in lieu of holidays and a percentage of vacation based on years of service (2080 hours) and regular hours paid as per the rates set out in article 10:00 (a)(b)(c).

ARTICLE 9 – LEAVE OF ABSENCE

The following articles are not applicable to a casual nurse:

9:00, 9:01, 9:02, 9:03, 9:04, 9:05 except (c), 9:06, 9:07, 9.08

ARTICLE 10 – VACATIONS AND HOLIDAYS

The following articles are not applicable to a casual nurse:

10:01, 10:02, 10:03, 10:04, 10:05, 10:06, 10:07, 10:08, 10:09, 10.10, 10:13, 10:14, 10:15, 10:18,

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10:19.

Article 10:00 is applicable to a casual nurse for the purposes of calculating vacation pay in lieu of benefits only. For greater clarity, casual nurses shall not accumulate vacation credits.

Article 10:17 is amended as follows:

(a) A Nurse who is regularly scheduled to work on a recognized Holiday shall be paid at the rate of one and one-half times (1.5 x) the Nurse's regular rate of pay; or

Remainder unchanged

ARTICLE 11 - SENIORITY, LAY OFF, RECALL

The following articles are not applicable to a casual nurse:

11:00 (a)(b), 11:02, 11:04 (c)(d), 11:06, 11:07, 11:08, 11:09, 11:10, 11:11, 11:12, 11:13.

Article 11:03 (a) is amended as follows:

(a) The Employer shall post a current Regular Seniority List for Regular Nurses and a Casual Seniority List for Casual Nurses (with separate lists for Registered Nurses and Licensed Practical Nurses) annually in February for thirty (30) days and provide a copy of same to the Local Union. The following articles are applicable to a casual nurse:

New Articles applicable to a Casual Nurse:

Casual Seniority

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

Same Date Seniority Casual Nurses

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

Seniority Conversion

(a) A Nurse who changes employment status from Regular to Casual shall have the Nurse's Regular Seniority converted to hours paid on the basis of one (1) year of Casual Seniority equaling 2080 hours paid and shall then accumulate further Casual Seniority on the basis of regular hours paid.

(b) A Casual Nurse while working in a Temporary Position shall have hours paid while in the Temporary Position accumulate on the Casual Seniority list.

(c) A Nurse hired to a Temporary Position shall be a Casual Nurse and accumulate Casual Seniority for the hours paid in the Temporary Position. In the event the Nurse becomes a Casual

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Nurse and continues in an employment relationship at the completion of the temporary period the Casual Seniority shall continue to accumulate.

(d) In the event that a Casual Nurse becomes a Regular Full-Time or Regular Part-Time Nurse, her Casual Seniority earned shall be converted to Regular Seniority on the basis of one (1) year of Seniority for each 2080 hours of Casual Seniority, pro-rated as required. She shall then accumulate further Regular Seniority from the length of her employment as a Regular Part-Time or Regular Full-Time Nurse. For clarification, Casual Nurses cannot convert more than 2080 hours of Casual Seniority for each year of employment regardless of the number of Casual Hours worked in anyone (1) year.

ARTICLE 12 – VACANCIES AND PROMOTIONS

Article 12.01 is amended as follows:

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

ARTICLE 13 – PREGNANCY, PARENTAL, AND ADOPTION LEAVE

The following articles are not applicable to a casual nurse:

13:03, 13:04, 13:06, 13:09, 13:10, 13:11, 13:12, 13:13

Articles 13:04, 13:06 are applicable to a casual nurse in a temporary position but only for the length of the temporary position.

ARTICLE 15 – STAFF DEVELOPMENT

Article 15:00 is amended as follows:

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

The following articles are not applicable to a casual nurse:

15:04 (d), 15:05

ARTICLE 16 – STAFF HEALTH AND SAFETY

The following articles are not applicable to a casual nurse:

16:04, 16:05, 16:06 (however a casual nurse may otherwise be eligible for Workers Compensation Benefits).



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ARTICLE 19 – RETIREMENT ALLOWANCE, PENSION PLAN, RETENTION BONUS AND, RETIREE RECRUITMENT INCENTIVE

The following articles are not applicable to a casual nurse:

19:00, 19:01 (casual nurses may be required to participate in the pension plan as dictated by the Plan), 19:02

ARTICLE 20 – SICK LEAVE AND GROUP BENEFITS

The following articles are not applicable to a casual nurse:

20:00, 20:01, 20:02, 20:03, 20:04, 20:05, 20:08, 20:12

ARTICLE 21 – PORTABILITY OF BENEFITS

The following articles are not applicable to a casual nurse:

21:00 except casual seniority shall be portable to a casual position

ARTICLE 22.02 -TERMINATION OF EMPLOYMENT

The following article is not applicable to a casual nurse:

22:00

Article 22.02 is amended as follows:

(b) Where the Employer has determined that it will no longer offer work to a Casual nurse, it shall provide the Casual Nurse with a letter so advising within twenty (20) working days of its decision. The discontinuance of the assignment of shifts to a Casual Nurse shall not be deemed to be disciplinary and may not be the subject of a grievance.

(c) In the event that a Casual Nurse does not work any shifts for a period of six (6) months, excluding approved periods of unavailability, the employment of the Casual Nurse will be deemed terminated and shall not be deemed disciplinary and shall not be the subject of a grievance.

Remainder unchanged

ARTICLE 24 – ALCOHOL AND DRUG DEPENDENCY

For purposes of clarity with respect to this Article, the sick leave provisions of the Collective Agreement are not applicable to a Casual Nurse.

The following MOAs are not applicable to a casual nurse:

MOA #1 - Supplementary Leave Credits
MOA #2 – 80/20 Positions – Late Career Nurses Strategy
MOA #4 – Reduction of Appointment Status



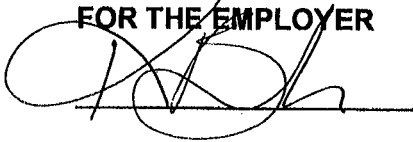
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MOA #6 - Dental Benefits- does not apply to a Casual Nurse
MOA #8 – Job Sharing
MOA – holiday carryover for full-time nurses
MOA – vacation carryover for full-time nurses

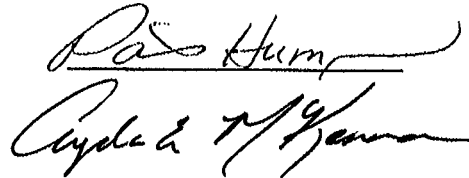
The Employer will provide a list of casual nurses with their respective seniority dates within thirty (30) days of the signing of this Memorandum of Agreement.

Signed on this *4* day of *August*, 2021.

FOR THE EMPLOYER

A handwritten signature in black ink, appearing to be "J. H. Smith", written over a horizontal line.

FOR THE UNION

Two handwritten signatures in black ink. The top signature appears to be "Pats Hum" and the bottom signature appears to be "Clyde L. Johnson", both written over horizontal lines.