

***COLLECTIVE  
AGREEMENT***

**BETWEEN**

**BETHANIA MENNONITE PERSONAL CARE HOME INC.**

**AND**

**BETHANIA NURSES LOCAL 103  
OF THE MANITOBA NURSES' UNION**

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**October 1, 2009 to March 31, 2013**

**THIS AGREEMENT MADE BETWEEN:**

**BETHANIA MENNONITE PERSONAL CARE HOME INC.**

**(hereinafter referred to as the “Employer”)**

**– and –**

**BETHANIA NURSES LOCAL 103  
OF THE MANITOBA NURSES’ UNION**

**(hereinafter referred to as the “Union”)**

**PREAMBLE**

WHEREAS, it is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Health Care Facility as a service institution; and to maintain harmonious relationships between the Employer and the members of the Union; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

WHEREAS, the Employer and the Union have agreed to enter into a Collective Agreement containing terms and conditions of employment of the nurses as herein set forth;

NOW, THEREFORE, the Employer and the Union mutually covenant and agree as follows:

**ARTICLE 1 -- SCOPE OF RECOGNITION**

**101** The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in the Manitoba Labour Board Certificates MLB-4619 and MLB-4635.

**ARTICLE 2 - DURATION**

**201** This Collective Agreement shall be in full force and effect from the 1<sup>st</sup> day of October, 2009, up to and including the 31<sup>st</sup> day of March, 2013.

**202** Either party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new Agreement, shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of the Collective Agreement and present its proposals in writing at a meeting between the parties, within thirty (30) days following such notice. If notice is not given as above, the Collective Agreement shall be automatically renewed without change for a further period of one (1) year.

**203** The provisions of this Agreement shall continue in effect following the expiry date until replaced by a new Agreement, or until the declaration of a strike or lockout, whichever occurs first.

### **ARTICLE 3 -- DEFINITIONS**

**301** A "nurse" is a Registered Nurse, or a Licensed Practical Nurse, or a Registered Psychiatric Nurse, or a graduate nurse, or a graduate practical nurse, or a graduate psychiatric nurse who is employed by the Employer in one of the occupational classifications described in Appendix "C" attached hereto and forming part of this Agreement, subject to 3807 herein.

**302** Employment status of nurses shall be defined as:

- (a) A "full-time nurse" is one who works the full prescribed hours of work specified in Article 14.
- (b) A "part-time nurse" is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14 but not less than seven and three-quarter (7.75) hours per bi-weekly period when averaged over a four (4) week period.

Notwithstanding this, any nurse employed prior to April 1, 1996 on a part-time basis which permits her/him to work less than the above shall maintain her/his part-time employment status.

- (c) "Casual nurse" as defined in 3501.

**303** "Weekend" shall mean Saturday and Sunday.

**304** "Bi-weekly period" as used herein shall mean the two (2) weeks constituting a pay period.

**305** Wherever the feminine pronoun is used in this Agreement it includes the masculine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.

**306** A "Registered Nurse" is a person entitled to practice under the Registered Nurses' Act of Manitoba.

**307** A "Licensed Practical Nurse" is a person entitled to practice under the Licensed Practical Nurses' Act of Manitoba.

**308** A "Registered Psychiatric Nurse" is a person entitled to practice under the Registered Psychiatric Nurses' Act of Manitoba.

**309** A "graduate nurse" means a person whose name is entered on the graduate nurse register of the College of Registered Nurses of Manitoba. A "graduate practical nurse" means a person whose name is entered on the register of graduate practical nurses of the College of Licensed Practical Nurses of Manitoba. A "graduate psychiatric nurse" means a person whose name is entered on the register of graduate psychiatric nurses of the College of Registered Psychiatric Nurses of Manitoba. The terms of this Agreement shall be applicable to the graduate nurse, the graduate practical nurse, and the graduate psychiatric nurse, except as otherwise specified in the Collective Agreement.

## **ARTICLE 4 -- MANAGEMENT RIGHTS**

**401** The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of patient/resident/client care; the right to direct the work of its nurses; the right to hire, classify, assign to nursing positions and promote; the right to determine job content and the number of nurses in a nursing unit; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

**402** The Employer, in administering the Collective Agreement, shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

## **ARTICLE 5 -- UNION SECURITY AND REPRESENTATION**

**501** The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. The Employer shall forward such dues to the Manitoba Nurses' Union by the 15<sup>th</sup> day of the following month together with a list of the names of nurses from the facility for whom deductions have been made and a list of the names of all nurses newly hired/terminated/on leave of absence for a period of four

(4) weeks or longer. If available, electronic copies of the lists will be provided with specifications as per attached memorandum.

The Employer also agrees to deduct once annually the amount of any special general assessment made by the Union. The Union shall notify the Employer, in writing, of the amount of the assessment at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

The Employer agrees to provide each newly hired nurse with a Union Membership Form at the time of hiring. A nurse who chooses to complete the Union Membership Form shall forward the completed Union Membership Form to the Local President.

**502** The Employer agrees to deduct union dues and the amount of any special general assessment in arrears upon receiving written authorization from the Union, and the Union agrees that all nurses to which the foregoing applies shall be given advance notice of the requested adjustment; and the Union further agrees to make refunds to nurses in the event of an overdeduction of dues.

**503** When a nurse makes known to the Employer or the Union that she/he is a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any union or professional association, the matter shall be dealt with in accordance with section 76(3) of the Labour Relations Act of Manitoba.

**504** The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made; however, such change shall not be made more frequently than once in a twelve (12) month period.

**505** The Union shall save the Employer harmless from any claims from nurses covered by this Agreement as a result of dues or special general assessments having been collected in accordance with the terms of this Article.

**506** The Union shall provide the Employer with a list of officers and nurse representatives of the Union, and shall provide the Employer with a revised list within four (4) weeks of any changes made.

**507** Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any nurse, nor in any non-public restricted area of the Employer's premises, without prior authorization by persons designated by the Employer.

**508** If required in relation to the renewal of this Agreement or any new Agreement which may be negotiated as herein provided, nurse representatives or officers of the Union shall be granted time off duty, without loss of pay, to participate in negotiations in

which both the Employer and the Union are represented, subject to a maximum cost as follows:

(a) Local Negotiations:

Facilities of less than 150 beds -- Two (2) nurses  
 Facilities of 151 - 400 beds -- Three (3) nurses  
 Facilities of over 400 beds -- Four (4) nurses

(b) Joint Negotiations:

In the event of joint negotiations involving more than one (1) but less than five (5) Employers and the respective Unions, salaries of two (2) nurses per each facility shall be maintained by the respective Employers.

In the case of "Central Table" negotiations, salaries of up to thirteen (13) nurses representing participating Manitoba Nurses' Union regions/locals shall be maintained by the respective Employers.

**509** Copies of this agreement shall be provided by the Union, and the Employer will supply a copy to each nurse at the time of hiring.

**510** A suitable notice board or notice board space for the use of the Union will be provided by the Employer. Such notice boards shall be located in each building within the site where members of the bargaining unit are regularly employed. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.

**511** The Employer agrees to show on the income tax (T-4) slip of each nurse, the total amount of union dues deducted from her/his earnings and remitted to the Union.

**512** A representative of the Union shall be granted not less than thirty (30) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period.

**513** No nurse shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement, in accordance with Section 72(1) of the Labour Relations Act of Manitoba.

## **ARTICLE 6 -- CONTINUANCE OF OPERATIONS**

**601** The Union agrees that during the life of this Agreement there shall be no strike, and to this end the Union will take affirmative action to prevent any nurse covered

by this Agreement from striking. The Employer agrees that for the duration of this Agreement, there shall be no lockout.

## **ARTICLE 7 -- NON DISCRIMINATION**

**701** It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practiced by the Employer or any nurse by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, family relationship, mental/physical handicap, nor by reason of her/his membership or non-membership or activity in the Union.

**702** The Employer and the Union agree that no form of sexual or workplace harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union.

## **ARTICLE 7A -- HEALTH AND SAFETY**

**7A01** The parties to this Collective Agreement endorse the importance of a safe and secure environment, in which nurses must work. The parties will work together in recognizing and resolving Occupational Health and Safety issues.

**7A02** In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety and personal protective equipment where required and install safety devices where necessary.

**7A03** The Workplace Safety and Health Committee shall operate with Union representation for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards.

**7A04** The Employer and the Union agree that no form of abuse of nurses will be condoned in the workplace. Both parties will work together in recognizing, facilitating the reporting of alleged abuse and resolving such problems as they arise.

Any nurse who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer shall notify the Union as soon as reasonably possible after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Workplace Health & Safety Committee. Such policy shall address the issue of communication strategies, which will include signage.

A joint committee will be created to study appropriate signage and related prevention and management strategies. The Committee will include equal representation from the Employers and MNU to a maximum of 3 Employer representatives and MNU representatives.

Should there be no agreement by the committee on appropriate signage within 120 days of the date of ratification, the matter shall be referred to the Minister's Joint Council.

**7A05** At the request of a nurse, the Employer shall provide, at no cost to the nurse, vaccination(s) and/or immunization(s) for occupational illness(es) in accordance with the Canadian Immunization Guide from the Laboratory Centre for Disease for Health Canada.

**7A06** **Rehabilitation and Return to Work Program** - The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled nurses even when she/he is not covered under the D & R, WCB or MPI programs. Any such nurse will be supernumerary in nature when reasonably possible. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the initial meeting with the nurse to review the provisions of the program to ensure that the work designated is within her/his restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Union and the nurse and may proceed without the Union's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

**7A07** **Whistle Blowing Protection** - Nurses who exercise their rights in accordance with the Public Interest Disclosure Act shall not be subject to discipline or reprisal.

## **ARTICLE 8 -- TECHNOLOGICAL CHANGE**

**801** Technological Change shall mean the introduction by the Employer of equipment or material of a different nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on the work, that is directly related to the introduction of that equipment or material.

In the event of a technological change occurring during the life of this Agreement which will displace or adversely affect one or more nurses in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) working days before the introduction of the technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on nurse(s).
- (b) The Employer and the Union will meet as soon as possible and not later than ninety (90) working days prior to the intended date of implementation for the purpose of negotiating reasonable provisions to protect the interest of nurse(s) so affected.
- (c) If the Employer and the Union fail to agree upon measures to protect the nurse(s) from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

**802** A nurse who is displaced from her/his job as a result of technological change:

- (i) shall be entitled to apply for any vacancy, or
- (ii) shall have the right to displace a nurse with less seniority in accordance with Article 27 specified in this Agreement.

**803** Where newer skills are required than are already possessed by nurse(s) who are affected by a technological change as provided in Article 801, such nurse(s) shall, at the expense of the Employer, be given a reasonable training period during which they may acquire the skills necessitated by the new method of operation or, at the option of the Employer, be trained in a new area in respect of which there is a demand for individuals possessing such skills. There shall be no reduction in wage or salary rates during the training period of any such nurse.

## **ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT**

**901** Should the Employer find it necessary in the interest of patient care, reduction of costs, or increased efficiency, to change the general overall function of a nursing unit, the Employer shall provide written notice to the nurses and the Union at least ninety (90) days in advance of the change of function. The Employer and the Union shall enter into discussion within fourteen (14) calendar days of notice being given for the purpose of effecting reasonable provisions to protect the interest of nurse(s) so affected.

## ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS

### **1001**      Emergency

- (a)      In any emergency or disaster, nurses are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.

For purposes of this Article, emergencies will be those situations which directly affect the safety or well-being of patients in the Facility.

In the event of the declaration of an emergency, written confirmation of same will be given to the President of the Local by the Employer.

In the event of the issuance of a major health alert such as a possible pandemic occurrence, it is understood that notification will also be provided to the Manitoba Nurses' Union.

- (b)      Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 16 shall apply to overtime hours worked.
- (c)      This clause is subject to the Labour Relations Act of Manitoba.

### **1002**      Drills

- (a)      Facility disaster, emergency or fire plans brought into effect by drill shall override the provisions of this Agreement provided always that where overtime is worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.
- (b)      The importance of regular disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is encouraged.
- (c)      Fire drills and equipment testing shall be held in accordance with the Manitoba Fire Code, and a review of written disaster plan exercises will be conducted at least once annually. The Facility will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the emergency, disaster, and fire plans during orientation to the Facility. An inservice session related to evacuation procedures will be conducted at least once annually.

## **ARTICLE 11 -- JOINT COMMITTEES**

### **1101**      Union Management Committee

The Employer and the Union agree to establish and maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include the Administrator and/or Director of Nursing; Union representatives shall include the President and/or Vice-President of the Local. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The Committee shall meet at the request of either party subject to five (5) days notice being given but not less than bi-monthly unless otherwise mutually agreed.

The purpose of the Committee shall be to discuss/study/make recommendations to the Employer and the Union regarding matters of mutual concern.

### **1102**

- (a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Union Management Committee and any other Facility joint committee to which the Union is required to appoint representatives.
- (b) All reasonable efforts will be made to relieve a nurse who is appointed to attend meetings of the Union Management Committee, Nursing Advisory Committee or any other facility/regional joint committee to which the Union is required to appoint representatives, without loss of salary or benefits. This clause is applicable when the meeting(s) occurs during hours the nurse is otherwise scheduled to work.
- (b) Basic pay or equivalent time off with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Workplace Safety & Health Committee or to perform such other duties as may be specified in the Workplace Safety & Health Act or prescribed by regulation.

In accordance with the Workplace Safety & Health Act, a nurse is entitled to take time off from her/his regular work duties in order to carry out her/his duties as a committee member under this Act and the regulations. The nurse shall be paid by the Employer at her/his regular or premium pay, as applicable, for all time spent carrying out her/his duties as a committee member under this Act and the regulations.

Upon application, each nurse on the Workplace Safety & Health Committee shall be granted paid educational leave in accordance with the Workplace Safety & Health Act.

**1103**      Nursing Advisory Committee

- (a) At the request of either the Union, or the Employer's senior nursing management representative, a Nursing Advisory Committee (NAC) shall be established to:
- (i) Review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.
  - (ii) Provide a forum for discussion and make recommendations on issues relative to nursing professional practise such as nursing standards, nursing functions, physical planning and layout of facilities as they relate to nursing and other matters of concern.

The parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective patient/resident/client care and contributes to a healthy work environment.

It is further agreed it is in the best interests of the Employer, the facilities and the nurses to work together to resolve the issues relative to staffing and scheduling, prolonged periods of work (consecutive hours and consecutive shifts), standby assignments, and the use of part time additional shifts and casual shifts as it relates to the creation of permanent positions.

It is further agreed that to facilitate the effective functioning of the NAC, the NAC as a committee may request and obtain data related to use of additional and/or casual shifts, overtime hours, and vacancies, with a view to making recommendations relative to the creation of positions and service delivery strategies to ensure the highest quality of patient/client/resident care and compliance with professional nursing standards.

Any information shared with NAC cannot be used or shared by NAC members for any purpose other than that set out in this article.

- (b) The NAC shall be comprised of at least two (2)\* and up to three (3)\* nurses appointed by the Union (at least one of whom shall be a registered nurse or registered psychiatric nurse), and senior nursing management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.

\* Two (2) at those facilities which have less than three (3) out of scope senior nursing managers.

- (c) The NAC shall meet at the request of either party subject to five (5) days notice being given but not less than bi-monthly unless otherwise mutually agreed.
- (d) The chair and the secretary of the NAC shall alternate between the parties. The secretary shall be the opposite party to the chair.
- (e) Agendas shall be circulated at least seven (7) calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.
- (f) Minutes of the NAC meetings shall be circulated to members of the committee and shall be approved at the next NAC meeting.
- (g)
  - (i) A nurse(s) with a concern as referenced in (a) (i) above shall discuss the matter at the ward/unit level utilizing established lines of communication with the objective of resolving the concern. If the matter is not resolved to the satisfaction of the nurse(s), the nurse(s) may complete and submit a "NAC Summary Report" to the chair of the NAC
  - (ii) Those issues referenced in (a) (ii) above may be placed on the agenda at any time by any NAC member.
- (h) If the decision of the NAC regarding an issue referenced in (a) (i) or (a) (ii) above is unacceptable to the nurse(s) who submitted the issue, or if the NAC is unable to resolve the issue(s) in (a) (i) or (a) (ii), the matter shall be referred in writing to the facility Administrator/Executive Management Committee. Upon the request of either party, a meeting will be scheduled as soon as reasonably possible.
- (i) The response of the Administrator/Executive Management Committee shall be provided in writing to the nurse(s) and the NAC within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (j) Where, in the opinion of the nurse(s) who submitted the issue, the response from the Administrator/Executive Management Committee does not resolve the issue, it may be referred to an Independent Assessment Committee (IAC) within twenty-one (21) days following the response.
- (k) The IAC shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3rd) nurse shall chair the IAC and shall be selected in the following manner:

- (i) A list of IAC Chairpersons as agreed between the parties shall be appended to this Collective Agreement.
  - (ii) When a Chairperson is required, the Labour Relations Secretariat and the Manitoba Nurses' Union will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided shall be the name following that of the last person utilized.
  - (iii) Should the person whose name is so selected be unable to serve, or where the person would be unsuitable due to connections with the parties or geographic community involved, the next person on the list shall be approached to act as Chairperson.
  - (iv) In the event that an individual whose name appears on the list of IAC Chairpersons can no longer serve in that capacity, another individual shall be jointly selected by the Manitoba Nurses' Union and the Labour Relations Secretariat and the list of chairpersons shall be amended accordingly.
  - (v) Appointments to the IAC shall be confirmed within twenty-one (21) calendar days of the referral.
- (l) A meeting of the IAC to investigate and make recommendations shall be held within thirty (30) calendar days of the IAC's appointment unless a longer time frame is otherwise mutually agreed between the Employer and the Union. Such recommendations shall be provided in writing to the nurse(s), the NAC and the Administrator/Executive Management Committee within a further fourteen (14) calendar days. The Employer shall convene a meeting of Employer representatives, the Union and representative(s) selected by, and from amongst, the nurses who referred the matter/issues to the NAC, subsequent to the receipt of the report, to review and discuss potential implementation of the recommendations.
- (m) Each party shall bear the cost of its own appointee to the IAC and shall jointly bear the cost of the Chairperson.
- (n) (i) Nurses required to attend IAC meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2409.
  - (ii) Nurses who are nominees to an IAC shall be granted leave of absence in accordance with 2409.
- (o) A regular report outlining the activities and deliberations of the NAC/IAC including the number, type and disposition of issues dealt with by the NAC/IAC shall be forwarded to the facility's Board of Directors (Board).

- (p) The NAC shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the NAC report. The NAC shall provide the nurse(s) with a copy of that portion of the minutes of the Board's meeting relating to issues raised by a nurse(s) under (a) (i) above.

## **ARTICLE 12 -- GRIEVANCE PROCEDURE**

**1201** For purposes of this Agreement "grievance" shall mean a dispute between a nurse; or between a group of nurses with a similar grievance; or between the Union and the Employer regarding the application, interpretation or alleged violation of this Agreement.

**1202** Unless dismissed or suspended by the Employer a nurse shall continue to work in accordance with this Agreement until such time as the dispute has been resolved.

**1203** A nurse may be accompanied by, or represented by, a Union representative at any stage of the grievance procedure.

**1204** A nurse or Union representative shall request permission from her/his immediate supervisor to leave her/his duties in order to process grievances; she/he shall report to her/his immediate supervisor upon her/his return; she/he shall be granted this permission when, in the opinion of her/his immediate supervisor, it will not prejudice care or student education or require any staff replacement in either area. She/he shall not suffer loss of salary when engaged in such activities during regular working hours.

**1205** Complaint Stage:

A nurse shall, within fifteen (15) days of the occurrence of the grievance, attempt to resolve the grievance through discussion with her/his immediate supervisor outside the bargaining unit, and if the matter is not settled to her/his satisfaction the nurse may proceed with the grievance herself/himself or elect to be represented by a Union representative.

**1206** Step One:

If the dispute is not resolved within the time period specified in 1205 above, the grievor and/or Union representative may, within a further ten (10) days submit the grievance in writing to the designated senior nursing manager/chief nursing officer or equivalent. The designated senior nursing manager/chief nursing officer or equivalent shall reply in writing within ten (10) days of receipt of the written grievance.

A grievance concerning general application or interpretation of the Agreement, including the question of whether the matter falls within the scope of this Agreement, or which affects a group of nurses in more than one (1) department, may be submitted as Step 1.

**1207**      Step Two:

If the dispute remains unresolved, the Union may within a further ten (10) days submit the grievance in writing to the designated senior administrative representative, and the designated senior administrative representative shall reply in writing within ten (10) days of receipt of the written grievance.

**1208**      For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

**1209**      The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the aggrieved nurse and/or the Union.

**1210**      Subject to the provision of 1209 above, and subject to Section 121(2) of the Labour Relations Act of Manitoba, failure of the nurse/Union to comply with any of the time limits specified in this Article shall result in the grievance being deemed abandoned, without prejudice.

## **ARTICLE 13 -- ARBITRATION PROCEDURE**

**1301**      In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 12, within ten (10) days of the date upon which the written reply referred to in Article 12 is received from the designated senior administrative representative, the matter may then be referred to arbitration as hereinafter set forth.

**1302**      If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration as defined in 1301 above, then the procedure stated below will be followed.

**1303**      Either party may submit the matter in dispute to a Board of Arbitration by giving notice to the other party within a further seven (7) days and by appointing in that notice one (1) nominee of the intended Board of Arbitration. The other party to the dispute shall, within seven (7) days after the receipt of such notice, also appoint a nominee and the two (2) nominees thus appointed shall, within ten (10) days thereafter, select a third member who shall be Chairperson.

**1304**      Should either party fail to appoint an Arbitrator as herein provided, or if any Arbitrator thus appointed should fail or be unable to serve and another Arbitrator not be appointed in her/his place by the party who made the original appointment, then the other party to the dispute may request the Minister of Labour for Manitoba to select a substitute.

**1305** Should the two (2) appointed nominees fail within ten (10) days to agree upon a Chairperson, the two (2) nominees shall forward a request to the Minister of Labour for Manitoba to select a Chairperson.

**1306** It is mutually agreed by both parties to this Collective Agreement that the decision of the Arbitrator, or the decision of the Chairperson in the absence of the majority decision of the Arbitration Board shall be final and binding upon the Employer, the Union and the nurse(s) concerned; however, the Arbitrator or the Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions in this Collective Agreement.

**1307** The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

**1308** In the event of a grievance alleging unjust layoff, suspension or discharge being referred to arbitration, the Arbitrator or Board of Arbitration shall be authorized to rule whether or not the nurse(s) concerned shall be reinstated and, in the event of reinstatement, shall also be authorized to make an award in terms of compensation for regular salary lost or a reasonable alternate award, however, any monetary award shall not exceed the difference between salary lost and any wages that may have been earned from employment with another employer during the period of the layoff, suspension or discharge.

**1309** Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, shall be borne by the respective parties incurring such costs, but the costs of the Arbitrator or of the Chairperson of the Arbitration Board shall be borne by the parties hereto in equal shares.

**1310** For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

**1311** Nothing in this Collective Agreement shall preclude a nurse or the Union committee and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures or to extend any of the stipulated time limits.

**1312** Nurses whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of salary as a result.

**1313** The Arbitrator shall be requested to provide both parties with a hard (paper) copy as well as a disk/electronic version of an arbitration award.

## ARTICLE 14 -- HOURS OF WORK

**1401** Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work, excluding meal periods, but including rest periods.

**1402** The meal period will be scheduled by the Employer and will be one-half (.50) of an hour in duration, unless otherwise mutually agreed between the nurse(s) concerned and the Employer.

**1403** A rest period of fifteen (15) minutes will be allocated by the Employer during each continuous three (3) hour period of work.

**1404** A shift shall be seven and three-quarter (7.75) consecutive hours of work exclusive of meal times and inclusive of two (2) fifteen (15) minute rest periods. This clause shall not, however, prevent trial and implementation of changes in shift length if mutually agreed between a majority of nurses whose schedule is affected, the Union representing those nurses whose schedule is affected, and the Employer. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

**1405** A full-time or part-time nurse who is advised not to report for her/his scheduled shift, or who is sent home because of lack of work, shall receive pay for the scheduled hours not worked.

**1406** Where a nurse cannot arrive as scheduled at the Facility due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the nurse shall be rescheduled at a mutually agreeable time if possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. Where the scheduling of such shift cannot be accommodated or the nurse chooses not to be rescheduled, she/he may take the time from banked time which includes banked overtime, Recognized Holidays or vacation.

**1407** Whenever a nurse is called in to work within one (1) hour of the start of the shift and reports for duty within one hour of the start of the shift, she/he shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

## ARTICLE 15 -- SHIFT SCHEDULES

**1501** Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the nurse(s) concerned and the Employer. Requests for specific

days off duty shall be submitted in writing at least two (2) weeks prior to posting and granted, if possible in the judgment of the Employer.

**1502** Requests for interchanges in posted shifts or a portion thereof shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant. Where reasonably possible, interchanges in posted shifts are to be completed within the posted shift schedule. It is understood that any change in shifts or days off initiated by the nurses and approved by the Employer shall not result in overtime costs to the Employer.

**1503** Night shift shall be considered as the first shift of each calendar day.

**1504** Shift patterns for each nursing unit shall be planned by the Employer in meaningful consultation with the nurse(s) concerned and shall, unless otherwise mutually agreed between the nurse(s) concerned and the Employer, observe the conditions listed hereinafter:

- (a) a minimum of fifteen hours (15) off between assigned shifts.
- (b) where only "8" hour shifts are worked, a single weekday off may be permitted on a changeover from Day shift to Evening shift or in a staffing pattern that provides alternate weekends off. This is subject to meaningful consultation between the nurses affected and the Union
- (c) a maximum of eight (8) days off within each period of four (4) consecutive weeks. A single day off shall be permitted except on weekends.
- (d) alternate weekends off shall be granted unless otherwise mutually agreed.
- (e) a maximum of seven (7) consecutive days of work and preferably less between days off.
- (f) nurses who are required to rotate shifts shall be assigned to work either Day shift and Evening shift, or Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern.
- (g) A nurse will receive consideration in scheduling to allow her/him to pursue academic course(s) to further her/his education. Whenever reasonably possible, subject to patient care requirements, the granting shall be based on the following:
  - (i) she/he submits her/his written request at least eight (8) weeks prior to commencing the academic course(s), and

- (ii) another nurse(s) on the unit is (are) prepared to interchange her/his 'normally' scheduled shifts for the 'normally' scheduled shifts of the nurse attending the academic course(s), as agreed in writing,
- (iii) upon completion of the academic course(s) each nurse shall revert to her/his former rotation pattern.

Proof of registration in such course(s) shall be submitted by the nurse upon request.

## ARTICLE 16 -- OVERTIME

**1601** Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern in effect on each nursing unit for full-time nurses or the normal full-time hours in two (2) consecutive bi-weekly periods for part-time nurses. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1602.

Authorization must be obtained prior to the start of any overtime work except in emergency situations. The Employer agrees the authorization in these emergency situations will not be unreasonably withheld. Payment for overtime worked when emergency circumstances prevent prior authorization shall be subject to a claim accompanied by a special written report prepared by the nurse before leaving the Facility substantiating the reason for the overtime work.

**1602** Each nurse shall be paid at the rate of one and one-half (1.50) times her/his basic salary for the first three (3) hours of authorized overtime in any one (1) day, and at the rate of double her/his basic salary for hours worked in excess of three (3) hours in any one (1) day. A full-time nurse shall receive two (2) times her/his basic salary for all overtime worked on a scheduled day off. However, notwithstanding section 1601 above, all overtime worked on a Recognized Holiday shall be paid at two and one-half (2.50) times her/his basic salary.

**1603** Notwithstanding sections 1601 and 1602 above, where a nurse works two consecutive shifts, the nurse shall be paid the full hours for both shifts and shall not be required to work an additional fifteen (15) minutes. She/he shall receive pay at the rate of double her/his basic salary for the additional shift, except when the additional shift is worked on a Recognized Holiday, she/he shall receive pay at the rate of two and one-half (2.50) times her/his basic salary for the additional shift.

**1604** At the nurse's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the nurse's request, any banked overtime, or portion thereof, shall be paid out on a separate cheque without a surcharge on the dates designated by the Employer. At the nurse's

request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. Overtime may be accumulated to a maximum of seventy-seven and one-half (77.50) hours at any one time. Any overtime in excess of seventy-seven and one-half (77.50) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March thirty-first (31<sup>st</sup>) of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the nurse in the last pay period of the fiscal year on a separate cheque without a surcharge.

**1605** A full-time nurse reporting back to work upon request after leaving the grounds of the Facility following completion of a shift but before commencement of her/his next scheduled shift shall be paid at overtime rates of pay with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

**1606** Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.

**1607** Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work in accordance with 1601.

**1608** In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which case regular meal/rest periods shall occur.

**1609** A nurse required to work overtime for a period in excess of two (2) hours immediately following her/his regular shift shall receive a meal voucher for the facility cafeteria to cover the cost of a meal of up to five dollars (\$5.00) [seven dollars (\$7.00) effective June 1, 2010; eight dollars (\$8.00) effective April 1, 2012], or if this is not possible, a meal allowance of five dollars (\$5.00) [seven dollars (\$7.00) effective June 1, 2010; eight dollars (\$8.00) effective April 1, 2012] shall be provided.

## **ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM**

### **1701**

- (a) An evening shift premium of one dollar (\$1.00) per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and the next succeeding 2400 hours.
- (b) A night shift premium of one dollar and seventy-five cents (\$1.75) [one dollar ninety cents (\$1.90) effective October 1, 2011; two dollars and five cents (\$2.05) effective March 31, 2013] per hour shall be paid to a nurse for all

hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

**1702** The Evening shift premium shall also be applicable to each hour worked after 1600 hours on a "modified" Day or Evening shift during which at least two (2) hours are worked between 1600 hours and the termination of the shift.

For purposes of application of this provision, a "modified" Day shift shall mean one that commences at a different time than the majority of Day shifts worked by nurses, and a "modified" Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by nurses. This provision shall be applicable from 1600 hours to the termination of the Day shift on a twelve (12) hour shift pattern.

**1703** When a nurse is on standby, shift premium and weekend premium are payable only for hours actually worked on a callback.

**1704** A weekend premium of one dollar and thirty-five cents (\$1.35) [one dollar and fifty cents (\$1.50) effective October 1, 2011; one dollar and sixty-five cents (\$1.65) effective March 31, 2013] per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

## **ARTICLE 18 -- STANDBY**

**1801** "Standby" shall refer to any period of time duly authorized by the Employer during which a nurse is required to be available to return to work without undue delay. Callback shall be limited to the unit(s) for which the nurse is on standby. Standby shall be assigned and scheduled in accordance with the provisions of Article 1501 whenever reasonably possible.

**1802** Nurses required to be on standby shall receive two (2) hours basic pay per seven and three-quarter (7.75) hour shift or portion thereof.

**1803** A nurse actually called back to work when she/he is on standby shall be paid for hours worked at the overtime rates, or may at the nurse's request, be granted time off which is the equivalent of overtime rates. The nurse will be guaranteed a minimum of three (3) hours at the overtime rate except when called in within three (3) hours of the commencement of her/his next shift. In such cases the nurse shall be paid at the overtime rate from the time she/he started work to the beginning of her/his shift.

**1804** Standby allowance shall be paid for any time during which a nurse is actually called back to work.

**1805** Assignment of standby shall be distributed as equitably as possible amongst those nurses qualified for the assignment.

**1806** The Employer will provide parking space in near proximity to the site for the use of nurses on standby who are called back.

**1807** Whenever reasonably possible, a pager (or alternate) shall be provided by the Employer to nurses during any period of assigned standby.

## **ARTICLE 19 – RESPONSIBILITY PAY**

**1901** A nurse temporarily assigned to perform all or substantially all of the duties of a more senior classification or a nurse designated as being "in charge" will receive an allowance of seventy cents (\$0.70) [eighty-five cents (\$0.85) effective October 1, 2011; one dollar (\$1.00) effective March 31, 2013] for each hour worked.

A Licensed Practical Nurse will receive responsibility pay when she/he is assigned charge nurse responsibilities by the Employer.

**1902** Assignment of "charge" responsibility shall be equitably distributed amongst those nurses available and qualified for the assignment.

## **ARTICLE 20 – TRANSPORTATION ALLOWANCE/ESCORT DUTY**

**2001** A nurse who is required to terminate or commence her/his shift between the hours of 0001 and 0600 hours and who does not have her/his own transportation, will have transportation provided by the Employer at no cost to the nurse if such transportation is available.

**2002** A nurse required to return to the facility on a callback as referenced in 1803 shall receive:

- (a) return transportation provided by the Employer, or
- (b) if she/he elects to use her/his own vehicle, she/he shall be reimbursed for all travel in accordance with the prevailing Province of Manitoba mileage rates, subject to a minimum guarantee of \$4.00 and a maximum payment of \$10.00 (\$15.00 effective October 1, 2010).

It is understood that any increases in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.

**2003** Where a nurse is required and authorized to use her/his privately owned vehicle on the Employer's business:

- (a) she/he shall be reimbursed by the Employer for all travel from the facility and between work locations in accordance with the prevailing Province of Manitoba mileage rates.

It is understood that any increases in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.

- (b) She/he shall be reimbursed for parking expenses incurred away from the facility during the course of the authorized business.

**2004** **Escort Duty:**

- (a) (i) A nurse called in to escort a patient when she/he is not on standby or provided she/he does not qualify for pay at overtime rates in accordance with Article 16, shall be paid for all time involved with the patient assignment including travel time required to return to the facility, subject to a minimum guarantee of three (3) hours pay at regular rates of pay. All hours worked in excess of seven and three-quarter (7.75) hours shall be paid in accordance with Article 16.
- (ii) When a nurse is required to escort a patient while on a scheduled shift, overtime rates of pay will apply in accordance with Article 16 for all hours worked in excess of the scheduled shift length (i.e. 7.75 hours, 11.625 hours).
- (iii) A full-time or part-time nurse scheduled or called in for escort duty when she/he is not on standby whose escort duty is cancelled, shall be paid or assigned work for a period of three (3) hours.
- (iv) When a nurse on escort duty is no longer involved with the patient assignment, time and return travel time will be paid as follows:
- For each subsequent 24 hour period that the nurse is awaiting return travel she/he shall be paid wages for one regular shift (or overtime in accordance with Article 16)
  - For each portion of a 24 hour period that the nurse is awaiting return travel or travelling to return to the facility, the nurse will be paid the greater of hours worked plus actual hours in travel status (or overtime in accordance with Article 16) or a prorated shift based on the portion of the 24 hour period away.

A casual nurse whose Escort Duty is cancelled prior to her/his arrival at the facility shall not be entitled to the payment or work noted above. If her/his

Escort Duty is cancelled after she/he has reported for duty, she/he shall be paid or assigned work for a period of three (3) hours.

It is understood that the full-time, part-time or casual nurse shall have the right to refuse the assigned work and as such she/he shall not be entitled to the minimum payment noted above.

- (b) A nurse going out on escort duty will not suffer any loss in basic salary as a result of missing any portion of a scheduled shift. Therefore, a nurse who is unable to return from escort duty in time to work a scheduled shift or portion thereof shall be paid for the missed hours at her/his basic salary. Where a nurse misses only a portion of her/his scheduled shift while on escort duty, she/he will be expected to work the remainder of her/his shift.
- (c) A nurse required for escort duty on a Recognized Holiday shall be paid in accordance with Article 22, and Article 16 if applicable, for all time involved with the patient assignment including travel time required to return to the facility.
- (d) A nurse on escort duty out of province/country shall be provided with a travel advance for all anticipated travel expenses (transportation, meals, accommodation) before commencing escort duty, unless the nurse chooses to make alternate arrangements. A nurse on escort duty within the province shall be provided with a ten dollar (\$10.00) meal advance at the commencement of escort duty, unless the nurse chooses to make alternate arrangements. A subsequent travel/expense claim will be submitted in accordance with the Employer travel policy.

## **ARTICLE 21 -- VACATIONS**

**2101** Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from May 1<sup>st</sup> to April 30<sup>th</sup>. The dates used to calculate vacation earned shall be from the end of the last full pay period of April in one vacation accrual year to the end of the last full pay period of the following April. Vacation earned in any vacation year is taken in the following vacation year.

The nurse shall have the right to request which day of the week her/his vacation begins. Upon request, a nurse may be permitted to retain up to three (3) days of her/his regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501.

**2102** A nurse who has completed less than one (1) year of employment as at the cut-off date shall be entitled to a paid vacation at the rate of one and one-quarter (1.25) days per month worked, however, unless otherwise mutually agreed, the Employer is not obliged to permit earned vacation to be taken until a nurse has completed six (6) months of employment.

**NOTE:** Rate for Nurse IV and Nurse V occupational classifications shall be "1.66 days per month worked". This provision shall apply to each Nurse IV (where applicable) and Nurse V (where applicable) employed by the Employer on April 1, 1998. This provision will not apply to nurses who are newly employed as, or reclassified to, Nurse IV (where applicable) or Nurse V (where applicable) after April 1, 1998.

**2103**

(a) Except as provided in subsection (b) hereinafter, nurses shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first three (3) years	Fifteen (15) days/three (3) weeks (116.25 hours) per year
In the fourth (4th) to tenth (10th) year inclusive	Twenty (20) days/four (4) weeks (155 hours) per year
In the eleventh (11th) to twentieth (20th) year inclusive	Twenty-five (25) days/five (5) weeks (193.75 hours) per year
In the twenty-first (21st) and subsequent years	Thirty (30) days/six (6) weeks (232.50 hours) per year

(b) In addition to (a) above, all nurses employed in the NIV or NV occupational classifications shall be entitled to paid vacation calculated on the basis of vacation earned at a rate which is five (5) days more than the rates at which vacation is earned in (a).

This provision shall apply to nurses employed in the classification of Nurse IV or higher on April 1, 1998. This Article will not apply to nurses who are newly employed as or reclassified to Nurse IV or higher after April 1, 1998.

**2104** In recognition of length of service, each nurse shall receive an additional five (5) days of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e. 25th, 30th, 35th, 40th, etcetera). Such days shall be taken during the vacation year in which the 20th or subsequent 5th anniversary occurs.

**2105** For the purposes of determining the rate at which vacation is earned, the term of continuous service of a nurse will be deemed to include:

- (a) any periods when a nurse is receiving income protection benefits, is on paid vacation, is on paid leave of absence, is on unpaid leave of absence related to illness or disability of up to two (2) years
- (b) any period of Workers' Compensation up to two (2) years
- (c) any period of unpaid leave of absence of up to four (4) weeks
- (d) any period of layoff of less than eighteen (18) weeks
- (e) educational leave of up to two (2) years
- (f) any period of parenting leave.

**2106** Nurses on Workers Compensation will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.

**2107** Terminal vacation pay shall be calculated in accordance with sections 2103 and 2105 and based on the nurse's rate of pay on the date of termination.

**2108** The Employer shall notify each nurse, prior to her/his vacation, of the date and time upon which she/he is to report back to work following her/his vacation, but this will not preclude the making of a change during the nurse's vacation period if mutual agreement is reached between the Employer and the nurse.

**2109** The Employer shall be responsible for posting the vacation entitlement lists, along with a list of the number of nurses in each occupational classification per unit that may be scheduled for vacation at one time, in an accessible location, by March 1st of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at April 30th of that year.

Beginning March 15<sup>th</sup> of each year, the Employer shall arrange an appointment with each nurse, in order of seniority, so that the nurse may indicate her/his choice of vacation dates, in writing. All of the nurse's earned vacation must be chosen at this time except for the three (3) days as per 2101. These appointments shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date.

The selected/approved vacation schedule shall be updated on an ongoing basis and shall be posted daily in an accessible location. Once a nurse's vacation selection has been approved, it shall not be changed unless by mutual agreement and without displacing the request of another nurse.

Except in extenuating circumstances, a nurse who fails to indicate her/his choice of vacation dates in accordance with the above, shall have her/his vacation scheduled by the Employer. To the extent that it finds possible, the Employer shall give priority to

those nurses in each occupational classification within each nursing unit having the most seniority within the facility.

The approved vacation schedule will be posted no later than May 1st. Approved vacation schedules within each nursing unit shall not be changed unless mutually agreed upon by the nurse and the Employer.

A nurse who transfers to another unit after her/his vacation request has been approved, shall have her/his vacation scheduled by the Manager of the new unit in consultation with the nurse within the time periods remaining during that vacation year.

Notwithstanding the above, as much as reasonably possible, the approved vacation of deleted and bumped nurses shall continue to be approved regardless of the unit they are displaced to. This shall not impact previously approved vacation of nurses in the new unit. If the displaced nurse prefers to reschedule the vacation at a time that is mutually agreeable to both the Employer and the nurse, that shall occur.

A nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year. Vacation may be paid out only in extenuating circumstances.

## **ARTICLE 22 -- RECOGNIZED HOLIDAYS**

**2201** For purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1st), Louis Riel Day (la journee Louis Riel), Good Friday, Easter Monday, Victoria Day, Canada Day (July 1<sup>st</sup>), the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day (November 11<sup>th</sup>), Christmas Day (December 25<sup>th</sup>), and Boxing Day (December 26<sup>th</sup>); and any other statutory holidays declared by federal or provincial authority.

**2202** Whenever a Recognized Holiday falls on her/his scheduled days off, it is understood that this day off in lieu shall be banked in accordance with Article 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that she/he receive an extra day's pay at her/his basic rate of pay.

**2203** A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times her/his basic pay and in addition it is understood that one (1) day off shall be banked in accordance with Article 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that she/he receive an extra day's pay at her/his basic rate of pay.

**2204** A day off given in lieu of a Recognized Holiday shall be added to a weekend off or to scheduled days off unless otherwise mutually agreed.

**2205** The Employer agrees to assign time off as equitably as possible over Christmas and New Year's, endeavouring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

**2206** A nurse may accumulate up to five (5) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as is requested and granted in accordance with 1501. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned.

## **ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION**

**2301** A nurse having accumulated income protection may claim basic pay for such income protection against such accumulation with respect to periods during which:

- (i) She/he was unable to work because of an incapacitation due to accident or illness, however, a nurse cannot receive income protection benefits for any period of time during which she/he is eligible for wage loss benefits from either the Workers Compensation Board or the Manitoba Public Insurance as a result of a motor vehicle accident [subject to 2303], or
- (ii) In the opinion of the Employer, her/his presence constituted a health hazard for patient and/or other employees and she/he was instructed by the Employer to leave her/his place of duty; or
- (iii) She/he attends an appointment related to a medical/dental examination and/or treatment, subject to 3704.

**2302** Each nurse shall accumulate income protection at the rate of one and one-quarter (1.25) days for each full month of employment.

**Note:** For each one and one-quarter (1.25) days of income protection accumulated, one day\* (80%) shall be reserved exclusively for the nurse's personal use as outlined in Article 2301. The remaining one-quarter (.25) of a day\* (20%) shall be reserved for either the nurse's personal use as outlined in 2301, or for use in the event

of family illness as specified in 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

(\*In the nurse's first year of employment, amend "one day" to read "three-quarters of a day" and amend "one-quarter of a day" to read "one-half of a day".)

### **2303**

- (a)
- (i) A nurse who becomes injured or ill in the course of performing her/his duties must report such injury or illness as soon as possible to her/his immediate supervisor.
  - (ii) A nurse unable to work because of a work related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the nurse by WCB.  
  
Where a nurse is unable to work because of injuries sustained in a motor vehicle accident she/he must advise her/his supervisor as soon as possible and she/he must submit a claim for benefits to the Manitoba Public Insurance (MPI). The nurse shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.
  - (iii) Where a nurse has applied for WCB or MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:
  - (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article 3802 (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
  - (v) The advance(s) will cover the period of time from the date of injury until the date the final WCB/MPI decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the nurse's accumulated income protection credits.
  - (vi) The nurse shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer

immediately upon receipt of payment made by WCB/MPI directly to the nurse.

- (vii) In the event that the WCB/MPI disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
  - (viii) Upon request, the Employer will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (b)
- (i) A nurse who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB/MPI payments. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as defined in Article 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.  
  
The Employer's supplement shall be charged to the nurse's accumulated income protection credits and such supplement shall be paid until the nurse's accumulated income protection credits are exhausted, or until 119 calendar days have elapsed since the first day of supplement, whichever is less.
  - (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, \*Disability & Rehabilitation plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
  - (iii) Further to this, the Employer shall notify Workers Compensation/Manitoba Public Insurance of salary adjustments at the time they occur.

- (iv) In accordance with Section 41(6)(b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the WCB by January 1, 1994 so that the WCB may determine whether or not the supplements referenced in 2303(b)(i) shall continue in effect after January 1, 1995.
- (v) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.
- (c) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the provisions of 7A06 shall apply.
- (d) A nurse who is on D&R/WCB/MPI prior to the commencement of her/his vacation shall, upon her/his request, have her/his vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. If the nurse's current annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may elect to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time), however the nurse will not be allowed to select this vacation on the basis of seniority.

**2304** The Employer shall be entitled to recover any income protection paid to a nurse if her/his employment is not continued beyond her/his probationary period, from the nurse's final termination cheque.

**2305** A nurse who is unable to report for work due to illness shall inform the Employer prior to the commencement of her/his next scheduled shift(s). A nurse who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to Day shift	--	One (1) hour
Prior to Evening shift	--	Three (3) hours
Prior to Night shift	--	Three (3) hours

A nurse returning to work following an absence of one week or more shall inform the Employer by 1200 hours the day prior to returning to work.

**2306** The Employer, either at the time of notification by the nurse of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's ability to perform her/his regular duties. Failure to provide such a certificate when requested may disqualify a nurse from receiving paid

income protection or may result in a refusal of permission for her/him to resume her/his duties.

**2307** Days off and Recognized Holidays or days given in lieu of Recognized Holidays which fall within a period of sick leave shall not be considered a part of, or charged to, the nurse's accumulated income protection.

**2308** At the effective date of this Agreement, each nurse will retain income protection benefits accumulated and not used to that date.

**2309** As soon as a nurse is aware of a date upon which surgery will occur, she/he shall notify the Employer, in writing, of this date and any change thereto so that staff coverage for her/his intended absence may be arranged.

Where a nurse has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has made arrangements for alternate staffing to cover the anticipated absence, the Employer shall have the right to cancel the relief shifts.

These relief shifts shall be clearly identified as being subject to forty-eight (48) hours notice of cancellation.

**2310** If hospitalized due to accident or illness while on scheduled vacation, a nurse may utilize income protection to cover the hospitalization and/or post-hospitalization period, and the displaced vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. Proof of such hospitalization and/or post-hospitalization period shall be provided if requested.

**2311** The Employer will annually, on written request, provide each nurse with a statement of her/his accrued income protection credits.

**2312** Subject to the provisions of 2302, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, child or parent.

**2313** A nurse who has completed the probationary period who is unable to perform her/his work by reason of an accident or illness not fully covered by income protection, upon providing an acceptable medical certificate, shall be granted unpaid leave of absence as required for recovery; subject to review at three (3) months, or lesser intervals, at the discretion of the Employer.

## **ARTICLE 24 -- LEAVE OF ABSENCE**

**2401** The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for

the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the agreement; however, requests for education leave will be given special consideration. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of her/his decision in writing, within one (1) week of receipt of the request. Requests for extension of educational leave, maternity leave, paternity leave, adoption leave, and bereavement leave will be granted if reasonably possible.

Where a nurse requests to return to work prior to the expiry of the leave of absence as set out in the approved request, the Employer shall have no obligation to return the nurse to work until such time that the leave of absence would have expired, except as per 2408 C.6.

Where a nurse has been granted a leave of absence from her/his entire EFT, she/he shall be eligible to work additional available shifts. However, she/he shall not have preference over part-time nurses or casual nurses who offer to work these shifts. When she/he is awarded additional available shifts, she/he is compensated in accordance with Article 2703 (a) – (e).

Where a nurse has requested and been granted a partial leave of absence, she/he will be entitled to accrual of vacation, income protection credits, pre-retirement leave, and Recognized Holiday pay on a pro-rata basis.

**2402** Overstaying of leave of absence without valid reason may be deemed as a resignation.

**2403** The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less, the nurse is assured of being placed in the same occupational classification and at the same step on her/his salary scale on her/his return, but she/he cannot be assured of being placed in the same nursing unit, position or shift. In the case of longer leaves of absence, a nurse may be placed in any position covered by this Agreement and shall be reinstated at her/his previous salary, provided that such salary shall not exceed the maximum for the position in which she/he is placed. Notwithstanding 3001, a nurse not placed in her/his former position will be given consideration over other nurses for the first vacancy made available to her/him in a similar position.

**Note: The following 2 paragraphs are in effect only for nurses who commenced a leave of absence prior to March 27, 2008. They do not apply to nurses who commenced a leave of absence on March 28, 2008 or later:**

In cases where a Licensed Practical Nurse is eligible for or obtains a Registered Nurse/Registered Psychiatric Nurse designation, it is understood by the parties that should the nurse not be successful in obtaining a Registered Nurse/Registered Psychiatric Nurse position within the Facility, she/he shall be considered as laid-off.

In cases where a Licensed Practical Nurse has been granted an educational leave of absence to pursue a Registered Nurse/Registered Psychiatric Nurse designation and is unsuccessful, it is understood by the parties that she/he shall be considered as laid-off.

**2404** There shall be no loss of income protection accumulations or vacation accumulations up to the date of any leave of absence whether granted with or without pay.

**2405** Income protection and vacation benefits will continue to accrue during any period of an unpaid leave of absence, approved by the Employer of four (4) weeks or less.

**2406** Professional Leave: If, in the opinion of the Employer it is in the best interests of patient care, nurses may, whenever practicable, be granted time off with pay in order to attend professional or educational meetings, conventions, workshops and institutes.

**2407** Education Leave:

(a) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the nurse suffers no loss of salary.

(b) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during non-working time, the Employer shall pay registration or tuition fees, and approved expenses and shall pay for the time of such attendance at straight time rates.

(c) Educational Development:

A nurse shall be granted, upon written request, funding up to a maximum of \$200 per fiscal year, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the senior nursing manager or designate prior to attendance at such program. The \$200 allowance referenced herein shall be for reimbursement of tuition or registration and recommended/required books and shall occur upon satisfactory completion of the workshop, course, or educational program.

**2408** Parenting Leave

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave. A nurse shall be granted leave of absence for up to fifty-four (54) weeks where she/he qualifies for Parenting Leave.

A nurse who qualifies for Maternity Leave may apply for such leave in accordance with either Maternity Leave Plan “A” or Maternity Leave Plan “B” but not both.

A. Maternity Leave Plan “A”

1. Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:
  - (a) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.
  - (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
  - (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.

B. Maternity Leave Plan “B”

1. In order to qualify for Plan B, a pregnant nurse must:
  - (a) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave.
  - (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
  - (c) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the nurse has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
  - (d) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

- (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where a nurse is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
- (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified as per C.6 below.
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (d) In the event the nurse does not complete the full period of service as required under Part (a) and (b) above, she shall repay a portion of the "top up" as follows:

$$\frac{\text{Monetary value of top up provided}}{\text{Hours of service required to be worked (based on monetary value)}} \times \frac{\text{number of hours not worked}}{\text{(value is based on hours paid at regular rate of pay in 6 months prior to leave)}}$$

3. A nurse who qualifies is entitled to a maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in (1) (b).
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in (1) (b).
  - (c) the Employer may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.

4. During the period of maternity leave, a nurse who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
  - (a) for the first two (2) weeks a nurse shall receive ninety-three percent (93%) of her weekly rate of pay;
  - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the nurse is eligible to receive and ninety-three percent (93%) of her normal weekly earnings.
  - (c) All other time as may be provided under this Article, shall be on a leave without pay basis.
5. Plan B does not apply to a newly hired nurse occupying a term position.
6. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

C. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to fifty-four (54) weeks inclusive of vacation as specified in

(c) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with 2401.

2. Except as outlined below, any nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

Where Parenting leave is thirty-seven (37) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.

Where Maternity and/or Parental Leave exceeds thirty-seven (37) weeks, the nurse may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.

3. Subject to 4. below, Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
5. Three (3) days of paid leave of absence (23.25 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity, or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

Part-time nurses shall be entitled to a pro rata amount of this leave based on their hours paid at regular rate of pay in the previous six (6) months.

6. A nurse may end Maternity or Parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the nurse wants to end the leave.

**2409**Union Leave:

- (a) Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress meetings or seminars. It is understood that the Manitoba Nurses' Union will reimburse the Employer for salary, benefits and related payroll costs.
- (b) Subject to six (6) weeks notice, a nurse elected or selected to a full-time or part-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress, or College of Registered Nurses of Manitoba or College of Licensed Practical Nurses of Manitoba or College of Registered Psychiatric Nurses of Manitoba, shall be granted leave of absence without loss of seniority, salary or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request, during her/his term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs.

Notwithstanding Article 3006, the Employer may elect to post these terms as either fixed terms up to two (2) years or indefinite terms.

**2410**

Jury and Witness Duty: A nurse required to attend a court proceeding, other than a court proceeding occasioned by the nurse's private affairs where she/he is a party to that proceeding, shall receive leave of absence at her/his regular basic rate of pay, and remit to the employer any jury or witness fees received, only for those days she/he was normally scheduled to work. The nurse shall not request reimbursement for, or be required to remit any reimbursement of expenses for such duty.

If a nurse is subpoenaed as a witness in a work related matter on her/his scheduled day off, the Employer and the nurse will mutually agree on alternate time off in lieu.

A nurse required to attend a court proceeding as a party to that proceeding, occasioned by the nurse's private affairs shall receive a leave of absence without pay for the required absence.

**2411**Bereavement Leave:

- (a) Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, stepchild, parent, step-parent, sibling, father-in-law, mother-in-law,

grandparent, grandchild, grandparent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or four (4) calendar days following the death, whichever is the greater. Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.

One (1) bereavement leave day may be retained at the nurse's request for use in the case where actual interment or cremation is at a later date.

- (b) Necessary time off up to one day at basic pay will be granted to a nurse to attend a funeral as a pallbearer.

Necessary time off up to one day at basic pay may be granted a nurse to attend either a funeral or initial memorial service as a mourner. Special consideration will be given to requests for leave related to the death of significant other persons under this provision.

- (c) For the purpose of this section, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse.

**2412** Leave re Public Office: A nurse will be granted unpaid leave of absence to enable her/him, if nominated, to campaign for public office and, if elected, to serve her/his term(s) of office.

**2413** Pre-retirement Leave:

- (a) Full-time nurses who:
- (i) retire at age sixty-five (65) years; or
  - (ii) retire after age sixty-five (65) years; or
  - (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
  - (iv) have completed at least ten (10) years of continuous employment and who meet the "Magic 80" provisions of the HEPP Retirement Pension Plan; or
  - (v) terminate employment at any time due to permanent disability

shall be granted paid pre-retirement leave on the basis of four (4) days per year of employment.

Subject to the above, pre-retirement leave for any period of layoff up to a maximum of five (5) years will be calculated on a pro rata basis, based on the following formula:

$$\frac{\text{Hours Worked During Layoff}}{\text{Annual Full-time Hours}} \quad X \quad \text{Entitlement of a Full-Time Nurse}$$

- (b) Part-time nurses who:
- (i) retire at age sixty-five (65) years; or
  - (ii) retire after age sixty-five (65) years; or
  - (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
  - (iv) have completed at least ten (10) years of continuous employment and who meet the "Magic 80" provisions of the HEPP Retirement Pension Plan; or
  - (v) terminate employment at any time due to permanent disability

shall be granted paid pre-retirement leave as specified above on a pro rata basis. Calculation will be based on the following formula:

$$\frac{\text{Average Annual Hours Actually Worked From Last Date of Employment}}{\text{Annual Full-time Hours}} \quad X \quad \text{Entitlement of a Full-time Nurse}$$

Subject to the above, pre-retirement leave for any period of layoff up to a maximum of five (5) years will be calculated on a pro rata basis, based on the following formula:

$$\frac{\text{Hours Worked During Layoff}}{\text{Annual Full-time Hours}} \quad X \quad \text{Entitlement of a Full-Time Nurse}$$

- (c) Calculation of pre-retirement leave entitlement shall begin from the date of the nurse's last commencing employment at the Facility and shall be based on the nurse's total length of continuous employment on the date of retirement.
- (d) Payment shall, at the option of the nurse, be made in a lump sum or as a continuation of salary until scheduled retirement date.
- NOTE:** Where a nurse chooses to take a lump sum payment, the retirement date shall be her/his last day worked.
- (e) Effective October 1, 2007, where a nurse is entitled to pre-retirement leave in accordance with the conditions listed above, and the nurse dies prior to receiving this benefit, it is understood that the pre-retirement leave benefit shall be paid to her/his estate.

**2414**      Citizenship Leave: Nurses shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen. The nurse shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

**2415**      Subject to the provisions of each plan, a nurse granted leave of absence without pay for a period exceeding four (4) weeks may prepay all monthly payroll deductions which will become due during such absence, with the exception of Union dues.

**2416**      Compassionate Care Leave:

A nurse shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a)          A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b)          A nurse who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c)          A nurse may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d)          For a nurse to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - (1)          a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
    - (i)          the day the certificate is issued, or
    - (ii)          if the leave was begun before the certificate was issued, the day the leave began; and
  - (2)          the family member requires the care or support of one (1) or more family members.

The nurse must give the Employer a copy of the physician's certificate as soon as possible.

- (e)          A family member for the purpose of this article shall be defined as:
  - (i)          a spouse or common-law partner of the nurse;
  - (ii)          a child of the nurse or a child of the nurse's spouse or common-law partner;
  - (iii)          a parent of the nurse or a parent of the nurse's spouse or common-law partner;
  - (iv)          a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;

- (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
  - (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
  - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
  - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) Unless otherwise mutually agreed, a nurse may end her/his Compassionate Care Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of 2302, a nurse may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

## **ARTICLE 25 -- SENIORITY**

**2501** "Seniority" shall be defined as the length of the nurse's continuous employment from the last date on which she/he commenced work at the Facility, subject to Article 34 herein.

**2502** Seniority shall be considered as a factor in vacancy selection (including promotion and transfer), demotion, and if all other posted selection criteria are equal, it shall be considered as the governing factor. Seniority of a nurse relates to the seniority of other nurses in the same occupational classification and shall transfer with the nurse when moving from one classification to another.

**2503** The seniority of a nurse will be retained but will not accrue if:

- (i) she/he is on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) she/he is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D & R, for a period of more

- than two (2) years from the date of the first absence from work related to the injury or illness;
- (iii) she/he is on an educational leave of absence in excess of two (2) years;
  - (iv) she/he is laid off for more than twenty-six (26) weeks and less than five (5) years;
  - (v) she/he obtains a term position of fifty-four (54) weeks or less, outside the bargaining unit.

**2504**

- The seniority of a nurse will be retained and will accrue if:
- (i) she/he is on any period of paid leave of absence;
  - (ii) she/he is on any period of Employer paid income protection;
  - (iii) she/he is on an educational leave of absence up to two (2) years;
  - (iv) she/he is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D & R for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
  - (v) she/he is on any period of unpaid leave of absence of less than four (4) weeks, except those referenced in (iv) above;
  - (vi) she/he is laid off for less than twenty-six (26) weeks;
  - (vii) she/he is on parenting leave;
  - (viii) she/he is on Educational Deferred Salary Leave.

Note: Accrual under these provisions is based on the nurse's regular EFT.

**2505**

- The seniority of a nurse will terminate if:
- (i) she/he resigns;
  - (ii) she/he is discharged, and not reinstated under the grievance procedure;
  - (iii) she/he is laid off for more than five (5) years;
  - (iv) she/he fails to report for duty within seven (7) days after notification to do so, subject to Article 2706;
  - (v) she/he fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
  - (vi) she/he obtains a permanent position outside the bargaining unit; or a term position outside the bargaining unit which is greater than fifty-four (54) weeks.

**2506**

The Employer shall once annually, by January 31st, provide the Union with a seniority listing of names of nurses within the scope of this agreement, together with the length of each nurse's continuous employment with the Employer. Any alleged errors in the list will be reviewed by the Employer and corrected as soon as possible.

## **ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT**

**2601** Employment may be terminated voluntarily by a nurse or for just cause by the Employer subject to the following periods of written notice, exclusive of any vacation due:

- (a) for classifications other than Nurse IV or Nurse V -- four (4) weeks, and
- (b) for Nurse IV and Nurse V classifications -- six (6) weeks.

**2602** Employment may be terminated with less notice or without notice:

- (a) by mutual agreement between the nurse and the Employer for special circumstances, or
- (b) during the probationary period of a newly hired nurse subject to Article 31 herein, or
- (c) in the event a nurse is dismissed for sufficient cause to justify lesser or no notice.

**2603** The Employer may give equivalent basic pay in lieu of notice.

**2604** Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of her/his employment and within five (5) office working days following the completion of her/his last working shift, receive pay in lieu of unused vacation, and all salary earned to date of termination.

## **ARTICLE 27 -- LAYOFF AND RECALL**

**2701** When a reduction in the working force becomes necessary, nurses will be laid off in reverse order of seniority within their occupational classification, subject only to more senior nurses being qualified, competent and willing to perform the required work.

**2702** Notice of intention of layoff or equivalent pay thereof shall be given by personal service or by registered mail to the nurse(s) concerned and a copy of the notice forwarded to the Union. Notice shall be as follows:

- Layoffs of six (6) weeks or less - two (2) weeks notice;
- Layoffs of longer than six (6) weeks - four (4) weeks notice.

A nurse who is on layoff shall not be entitled to notice of layoff when she/he comes back to work on an incidental basis.

**2703** No layoff of full-time or part-time nurses shall occur when casual nurses are being employed, unless no full-time or part-time nurse on staff is qualified, competent and willing to fill the position(s) in question.

Notwithstanding Article 3402, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided she/he is qualified, competent and willing to perform the required work. During the first three (3) years of a layoff, the nurse on layoff will receive preferential consideration for the assignment of such shifts provided that this will not result in her/him working in excess of her/his regular EFT commitment. During the period between three (3) to five (5) years, a laid off nurse may indicate availability for additional available shifts but will not receive preferential consideration over part-time nurses. Notwithstanding 1405, during the period between three (3) to five (5) years where a nurse does not work all or part of said additional available shift(s), for any reason, payment shall be made only in respect of hours actually worked; this is not applicable to the base EFT of a term position occupied by a laid off nurse.

In the event the nurse accepts additional available shifts, the provisions of the Collective Agreement shall be applicable, except as modified hereinafter:

- (a) vacation pay shall be calculated in accordance with section 2103 and shall be paid at the prevailing rate for the nurse on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay,
- (b) income protection accumulation shall be calculated as follows:
 

Additional available hours worked by the laid-off nurse -----	X	Entitlement of Full-time Nurse
Full-time hours		
- (c) in the event the layoff is longer than twenty-six (26) weeks, seniority shall be calculated in accordance with regular hours worked,
- (d) the nurse shall be paid four point six two percent (4.62%) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,
- (e) participation in benefit plans is subject to the provisions of each plan.

Any period of time during the layoff when the nurse works additional available shifts or works in a term position shall not extend the five (5) year period referenced in Article 25.

However, a nurse on layoff who agrees to work in a term position shall retain her/his right to be recalled into a permanent position while working in the term position.

**2704** No new nurses will be hired when other nurses are on layoff except for reasons of a special skill requirement.

**2705** All nursing job vacancies, permanent and term, shall be posted in accordance with the terms of this agreement. Nurses on layoff shall be entitled to apply for these vacancies.

**2706** Nurses shall be recalled in seniority order to available positions in equal or lower paid occupational classifications provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.

The nurses affected will contact the Department of Nursing by telephone not later than four (4) days, excluding Saturdays, Sundays and Recognized Holidays following the notice of recall being delivered. Failure to notify as above shall result in the nurse being placed last on the recall list.

A nurse being placed last on the recall list who is subsequently recalled to work and who fails to report for duty as scheduled without valid reason shall have her/his employment terminated.

**2707** In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise her/his seniority rights, subject to her/his ability, performance and qualifications, to displace a nurse in a position of equal or lower classification. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.

**2708** Laid off nurses shall be entitled to apply for nursing job vacancies other than those to which they have recall rights. Copies of job postings will be sent to the President of the Local during the period when any nurses are on layoff.

**2709** Accumulated vacation entitlement shall be paid out at time of layoff except where, prior to the date of layoff, a nurse has been awarded a term or permanent position which commences within four (4) weeks of date of layoff.

**2710** Nurses who are absent from work due to a leave of absence for any reason shall be advised of layoff or deletion of their position in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

## **ARTICLE 28 -- PROMOTION AND SECONDMENT**

**2801** Upon promotion, a nurse shall receive a salary applicable to her/his new classification which provides an increase of at least one increment above her/his former

salary. A promotion shall mean an increase in classification from one occupational classification to another.

**2802** The nurse's anniversary date of employment prior to promotion shall continue to govern with respect to increments.

**2803** The first three (3) calendar months following a nurse's promotion shall be considered to be a trial period, and the Union shall be notified by the Employer. During the first six (6) weeks of this trial period, the nurse may return to her/his former position at her/his request or be returned to her/his former position by the Employer. During the last six (6) weeks of this trial period, she/he may return to her/his former classification at her/his request or be returned to her/his former classification by the Employer.

**2804** In the event of a temporary lateral secondment being necessitated by an unforeseen staffing shortage on a nursing unit, this secondment will be made as close to the commencement of the shift as possible. Selection of the nurse to be seconded shall be based on ability and experience and shared as equally as possible.

Orientation will be provided of sufficient duration to assist the nurse in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

## **ARTICLE 29 -- DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE**

**2901** In all instances where the Employer considers that a nurse warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the nurse and shall give the nurse advance notice of the nature of the complaint. The nurse may be accompanied at the meeting by a Union representative.

**2902** If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of a nurse, the Employer shall notify the nurse in writing of the action taken and the reasons either by registered mail or personal service.

**2903** A nurse who is demoted due to inadequate performance shall be paid at the step of the lower scale that corresponds to her/his level of experience.

**2904** If a nurse is reclassified to a lower paid position because of changing conditions within the Facility, she/he will retain her/his current salary level until the salary scale of the lower position reaches her/his level of salary.

The application of this provision as it relates to the deletion, layoff/recall procedure shall be limited to a three (3) year period from the date the nurse assumes a position in the lower paid classification or until the salary scale of the lower position reaches her/his level of salary whichever occurs first.

**2905** A nurse shall be given the opportunity to examine any document which is placed in her/his personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against her/him, and her/his reply to any such document shall also be placed in her/his personnel file. Upon written request the nurse shall also receive an exact copy of such document.

**2906** A nurse accompanied by a Union representative if she/he so elects may examine her/his personnel file upon request. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in her/his personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter. Any nurse who has been terminated may consult her/his file and upon written request shall receive copies of specified documents so long as the written request is made within sixty (60) days of her/his termination.

**2907** There shall be one (1) personnel file maintained by the Employer for each nurse.

## **ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS**

**3001** Subject to section 3002 herein, the Employer agrees to post notices of vacant, term or new positions covered under this Agreement for at least seven (7) days to enable nurses presently in the employ of the Employer to apply for same. Such posting shall not preclude the Employer from advertising outside the site premises. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) and date of closing of the competition. Job descriptions shall be available to applicants on request.

**3002** The Employer will be required to post a notice of vacancy for only five (5) days for a vacancy that is created by:

- (a) a nurse terminating employment and not giving the full period of notice as specified in Article 26 herein, or
- (b) a transfer occasioned by posting.
- (c) Where a term position has been created due to a leave of absence where less than four (4) weeks notice has been given.

**3003** Provided that equivalent qualifications are met, preference shall be given to nurses presently in the bargaining unit who have submitted a written application for the vacant, term or new position.

**3004** Each nurse who applies for a posted vacancy will be notified in writing of the disposition of her/his application. The name of the successful applicant and the position

awarded will be posted on the bulletin board for a period of seven (7) calendar days with a copy of this information forwarded to the Union.

In the case of a nurse from the bargaining unit being awarded a position, her/his transfer shall be carried out within the time frame of the period of notice of termination for the position from which she/he is transferring, unless otherwise mutually agreed between the nurse and the Employer.

**3005** The applicant selected for any position shall receive, within two (2) weeks of the selection being made, written confirmation of the salary scale, her/his placement on such scale, and any special conditions that may be applicable to her/his appointment.

**3006** "Term Position":

A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of sixty (60) weeks, where patient/client/resident census or workload necessitates a temporary increase in staffing, if mutually agreed, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under the Memorandum of Understanding regarding Employment Security, or as otherwise mutually agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

The Employer shall provide written confirmation of the start and expiry dates of the term position prior to the nurse's commencement in the position. This period may be extended if the Employer so requests and the Union agrees.

The maximum duration specified in paragraph 1 above for term positions shall not apply in situations where a nurse is absent indefinitely due to Workers Compensation and/or illness and/or accident or where there is a temporary vacancy due to leave for Public Office. In these cases, the Employer shall state on the job posting that the said term position is an "Indefinite Term" which will expire subject to a minimum of twenty-four (24) hours notice. The "Indefinite Term" will expire upon either the return to work or termination of employment of the nurse on leave. Any term positions directly resulting from the above procedure will be posted in the same manner.

In case a nurse on maternity or parental leave wants to exercise her/his right to return from such leave earlier than anticipated, having given appropriate notice as per 2408 C.6, the Employer shall state on the job posting that the said term position is a "maternity or parental leave of absence term" which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

The terms of this Collective Agreement shall be applicable to the nurse in the term position, except that a nurse occupying a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

On expiry of the term position the nurse:

- (a) newly hired from outside the Facility or a casual nurse from within the Facility shall be entitled to exercise her/his seniority rights to obtain any vacant position for which she/he is qualified, without interruption of seniority or benefits if the position commences within four (4) weeks of the expiry of the term position.
- (b) who was employed by the Employer immediately prior to accepting the term position shall return to her/his former position if reasonably possible. A nurse not returned to her/his former position shall be returned to her/his former occupational classification and employment status.

## **ARTICLE 31 – PROBATIONARY PERIOD**

**3101** The period from the date of last employment to the completion of three (3) calendar months of employment for full-time nurses [and from the date of last employment to the later of completion of four (4) calendar months or thirty (30) shifts worked for part-time nurses] will be recognized as a probationary period. During such period the nurse shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

## **ARTICLE 32 -- PERFORMANCE APPRAISALS**

**3201** The Employer shall complete a written appraisal of a nurse's performance at least bi-annually. Upon request, the nurse shall be given an exact copy of the appraisal.

**3202** The nurse shall have an opportunity to read such document.

**3203** The nurse's signature on such document merely signifies that the contents of the document have been read.

**3204** If the nurse disputes the appraisal, she/he may file a reply to the document in accordance with Article 29, and/or she/he may file a grievance under Article 12 of this Agreement.

## ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

**3301** In recognition of the fact that during the performance of their duties nurses may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for same in accordance with Employer policy.

## ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

**3401** A part-time nurse shall be assigned and committed to work her/his EFT as agreed to in writing at the time of commencing employment. This written agreement shall only be revised when the nurse secures an alternate position in accordance with the provisions of the Collective Agreement.

**3402** Part-time nurses who make known to the Employer that they wish to work occasional additional available shifts shall be given preference for such shifts unless the part-time nurse has already worked in that day.

**3403** A part-time nurse called back to work hours in excess of a shift (as defined in 1404) in any one (1) day shall be paid at overtime rates of pay with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

**3404** Except for part-time nurses who agree to work on a greater number of weekends, it is understood that a part-time nurse may be required to work on alternate weekends.

### **3405**

(a) Vacation pay shall be calculated as follows:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \quad \times \quad \text{Entitlement of Full-time Nurses}$$

(b) Part-time nurses shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time nurse and shall be paid her/his earned vacation pay proportionately during each week of scheduled vacation.

**3406** Income protection accumulation for part-time nurses shall be calculated as follows:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \quad \times \quad \text{Entitlement of Full-time Nurses}$$

**3407** Part-time nurses will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

**3408** A part-time nurse shall receive increments (calculated from the date of her/his last increment, or her/his starting date as the case may be) on the basis of one (1) increment for each 1343 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

**3409** Seniority accumulated by a part-time nurse up to November 7, 1990 shall be retained; and effective from November 8, 1990 seniority will be calculated in accordance with regular hours worked.

**Applicable for the Behavioural Treatment:**

**3409** *Seniority accumulated by a part-time nurse up to May 5, 1991 shall be retained; and effective from May 6, 1991 seniority will be calculated in accordance with regular hours worked.*

**3410** Subject to Article 3806, a nurse whose employment status changes from part-time to full-time shall be entitled to receive an increment on the later of :

(a) one (1) calendar year from the date of his/her last increment, or date of employment as the case may be;

(b) on completion of 2015 hours calculated under the formula:

$$B = 2015 - (A \times 3/2)$$

A = number of hours during which seniority was accrued under part-time status since the date of her/his last increment, or starting date as the case may be.

B = number of hours remaining to be worked as full-time to earn an increment.

**3411** Subject to Article 3806, a nurse whose employment status changes from full-time to part-time shall be entitled to receive an increment on the later of:

(a) one (1) calendar year from the date of her/his last increment, or date of employment as the case may be;

(b) on completion of 1343 hours calculated under the formula:

$$B = 1343 - (A \times 2/3)$$

A = number of hours during which seniority was accrued under full-time status since the date of her/his last increment, or starting date as the case may be.

B = number of hours remaining to be worked as part-time to earn an increment.

**3412** Where a Recognized Holiday (or the Employer's designated lieu day) falls on a part-time nurse's normally scheduled day of work but the nurse's department/unit/program is closed, it is recognized that the nurse shall receive an unpaid leave of absence unless she/he requests one of the following options:

- The nurse(s) may request to use one (1) of her/his retained vacation days or banked overtime in accordance with Article 1501; or
- Notwithstanding Article 3402 the nurse may request to be scheduled for an alternate shift, subject to the availability of work and provided she/he is qualified to perform the required work. This alternate shift must be requested a minimum of 2 weeks in advance of, and scheduled within, the posted shift schedule in which the Recognized Holiday falls. It is understood that this rescheduled shift will be payable at the nurse's basic rate of pay.

## **ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES**

**3501** A casual nurse is one called in occasionally by the Employer to replace a full-time or part-time nurse or to supplement regular staff coverage in situations of unforeseen staff shortage.

**3502** Casual nurses will receive vacation pay at the rate of six percent (6%) of all hours paid at basic salary including hours worked on Recognized Holidays in a bi-weekly pay period.

**3503** Casual nurses are paid in accordance with the salaries specified in Appendices "A" and "B" and receive a starting salary as described in Article 38.

A casual nurse shall receive increments (calculated from the date of her/his last increment, or the nurse's start date as the case may be) on the basis of one (1) increment for each 2015 regular hours worked. Such increment shall be applied on the first day of the first pay period following completion of 2015 hours.

When a nurse elects to terminate her/his full-time or part-time position and immediately requests to have her/his name placed on a casual roster, the following conditions will apply:

- (a) Such casual nurse will be paid in accordance with the salary specified in Appendices "A" and "B";
- (b) She/he will receive the salary of the occupational classification into which she/he is assigned and at the same increment level that had been attained while working as a full-time or part-time nurse.

**3504** Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 16;
- shift premium and weekend premium outlined in Article 17;
- the allowance as outlined in Article 18;
- Responsibility Pay premium outlined in Article 19;
- transportation allowance/escort duty outlined in Article 20;
- the rights outlined in 2905, 2906, 2907;
- the Educational Development allowance in 2407(c).

**3505** Casual nurses required to work on a Recognized Holiday, excluding Remembrance Day, shall be paid at the rate of time and one-half (1.50) their basic rate of pay. Casual nurses required to work on Remembrance Day shall be paid at the rate of double their basic rate of pay.

**3506** The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual nurse receives any payment, and such dues shall be forwarded to the Manitoba Nurses' Union monthly in accordance with Article 501.

In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

**3507** A casual nurse reporting for work and finding no work available will be guaranteed three (3) hours pay at her/his basic rate of pay.

**3508** Articles 12 and 13 herein apply only with respect to the terms of this Article.

**3509** Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit. On expiry of a term position, if a casual

nurse is not successful in obtaining another term or permanent position in accordance with 3006 (a), she/he shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

The Union agrees that upon implementation of the above, the following will become effective:

- (a) Subject to (b) and (c) below, casual nurses will receive payment for one (1) orientation day following the completion of every four (4) shifts worked.
- (b) Should the above-noted casual nurse, within eighteen (18) calendar months of obtaining a casual employment status, obtain a permanent or term full-time or part-time position in any unit or department, she/he shall be paid her/his outstanding orientation pay at regular rates on her/his first pay cheque subsequent to obtaining the said position.
- (c) When the orientation is six (6) days or greater, the casual nurse shall be paid two-thirds of the orientation period at the time of taking the orientation. The outstanding unpaid orientation period shall be subject to the recovery process outlined above.

## **ARTICLE 36 -- SPECIAL UNDERSTANDINGS RE GRADUATE NURSES, GRADUATE PRACTICAL NURSES AND GRADUATE PSYCHIATRIC NURSES**

The terms of this Agreement shall be applicable to the graduate nurse, graduate practical nurse and graduate psychiatric nurse except as follows:

### **3601 Salaries and Increments of the Graduate Nurse, Graduate Practical Nurse and Graduate Psychiatric Nurse:**

- (a) Starting salary of the newly graduated graduate nurse, graduate practical nurse or graduate psychiatric nurse awaiting initial registration as a Registered Nurse, Licensed Practical Nurse or Registered Psychiatric Nurse shall be discounted by eight percent (8%) until such time as registration/license is achieved.
- (b) The anniversary date of a newly graduated graduate nurse or graduate psychiatric nurse who obtains registration within one (1) year of commencing employment shall be the date of her/his commencement of employment.
- (c) The anniversary date of a newly graduated graduate practical nurse who obtains her/his license within an eighteen (18) month period of commencing

employment (or within the time period as amended in the regulations of the LPN Act) shall be the date of her/his commencement of employment.

**3602**     **Out of Province Nurses**

- (a) A person in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory whose name appears on the graduate nurse or graduate psychiatric nurse register may commence employment at the Nurse II Start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of her/his employment, shall receive recognition of previous experience as specified in 3803, retroactive to the date of her/his employment.
- (b) When registration of a nurse in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.
- (c) A person in good standing as a Licensed Practical Nurse in another province, country or territory whose name appears on the graduate practical nurse register may commence employment at the LPN start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of her/his employment, shall receive recognition of previous experience as specified in 3804, retroactive to the date of her/his employment.
- (d) When registration of a nurse in good standing as a Licensed Practical Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.

**3603**     **Termination**

- (a) In accordance with the Registered Nurses Act or the Registered Psychiatric Nurses Act or the relevant regulations to those Acts, failure of the graduate nurse or graduate psychiatric nurse to successfully complete the examination required for registration within a twelve (12) month period will be deemed to be just cause for termination.
- (b) Failure of the graduate practical nurse to successfully complete the examination required for licensure within an eighteen (18) month period, or as amended in the regulations of the Licensed Practical Nurses Act will be deemed to be just cause for termination.

## **ARTICLE 37 -- HEALTH PROGRAM**

**3701** Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

**3702** Time off without loss of regular pay shall be allowed at a time determined by the Employer for such medical examinations and laboratory tests, provided that these are performed on the Employer's premises, or at a facility designated by the Employer.

**3703** With the approval of the Employer, a nurse may choose to be examined by a physician of her/his own choice, at her/his own expense, as long as the Employer receives a statement as to the fitness of the nurse from the physician.

**3704** Time off for medical and dental examinations and/or treatments may be granted and such time off, including necessary travel time, shall be chargeable against accumulated income protection benefits.

## **ARTICLE 38 -- SALARIES AND INCREMENTS**

**3801** Nurses shall be paid in accordance with the salary schedule as outlined in Appendix "A", forming part of the Agreement.

**3802** "Basic or Regular Salary or Pay" shall mean the rates of pay shown in Appendix "A" (Salaries) and Appendix "B" (Academic Allowances).

**3803** Applicable to Registered Nurses and Registered Psychiatric Nurses:  
 (a) The starting salary of a Registered Nurse or Registered Psychiatric Nurse newly employed as a Nurse II shall recognize previous experience applicable to the position applied for on the basis of equivalent full-time experience as specified hereinafter:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 4 years	1 Year Rate
4030 hours within past 5 years	2 Year Rate
6045 hours within past 6 years	3 Year Rate
8060 hours within past 6 years	4 Year Rate
10075 hours within past 7 years	5 Year Rate

**For all CNS and Nurse Practitioners:**

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 10,075 hours	Start Rate
10,075 hours within past 6 years	1 Year Rate
12,090 hours within past 7 years	2 Year Rate
14,105 hours within past 8 years	3 Year Rate
16,130 hours within past 9 years	4 Year Rate

- (b) A nurse employed at a Nurse III, IV, V classification shall be granted a starting salary that is not less than one (1) increment step above what her/his starting salary would be if she/he were employed as a Nurse II.
- (c) The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at the Nurse II 1 Year rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of her/his employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with her/him, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

**3804** Applicable to Licensed Practical Nurses:

- (a) The starting salary of a newly employed Licensed Practical Nurse shall recognize previous experience applicable to the position held on the basis of equivalent full-time experience as specified hereinafter:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 4 years	1 Year Rate
4030 hours within past 5 years	2 Year Rate
6045 hours within past 6 years	3 Year Rate
8060 hours within past 6 years	4 Year Rate
10075 hours within past 7 years	5 Year Rate
12090 hours within past 7 years	6 Year Rate

**3805** Starting salaries, as specified above, are to be regarded as minimum and shall not prevent the Employer from granting a higher starting salary to any nurse, when, in the judgment of the Employer, additional experience or other qualifications so warrant it.

**3806** Increments:

- (a) Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the nurse's employment, or as altered by

the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the nurse, withhold an annual increment, subject to review within and not later than three (3) months of the date such increment was withheld.

- (b) If a nurse takes an unpaid leave of absence, the annual date on which she/he will be paid an increment will be delayed for one (1) month for every full month she/he is on leave of absence except that salary increases will not be delayed because of educational leave of up to two (2) years.

**3807** If new classifications which come under the scope of this Agreement are created during the term of this Agreement, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Employer will inform the Union of the proposed rates of pay for such positions. If the Union wishes to enter into negotiations on these rates of pay it will so inform the Employer within seven (7) days and negotiations will commence within an additional ten (10) days, which time may be extended by mutual agreement between the Employer and the Union. If the parties are unable to reach agreement concerning the rates of pay the dispute shall, at the request of either or both parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at section 1302.

**3808** Retroactivity:

Should there be retroactive wage and benefit adjustments, such shall be made payable within one hundred and twenty (120) days of the date of ratification of the Collective Agreement.

Upon written application to the Employer within one hundred and twenty (120) days of ratification of the Collective Agreement, nurses who have terminated employment with the Employer shall be entitled to retroactive pay.

## **ARTICLE 39 – EMPLOYEE BENEFIT PROGRAM**

**3901** The parties agree that the Health Care Employees Benefit Plan sponsored dental plan will be on a 50-50 cost shared basis.

**3902** Disability & Rehabilitation:

The Employer agrees to participate in the Disability and Rehabilitation Plan. The benefit levels will be as stipulated in the D & R Plan. The current premium for the nurse is one percent (1%) of base salary and the current premium for the Employer is 1.3% of base salary. Effective September 30, 2009, the Employer will pay the entire premium to a maximum of 2.3%.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, the nurse will commence drawing disability benefits. It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. A nurse may claim income protection benefits for the period of time not to exceed this elimination period.

### **3903 Health Spending Account**

Effective April 1, 2010, a Health Spending Account (HSA) shall be made available for eligible nurses. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP “Enhanced” Extended Health Benefit Plan and the HEBP Dental Plan.

The annual HSA benefit amounts shall be:

April 1, 2010 - \$250.00 for full-time nurses  
 - \$125.00 for part-time nurses

April 1, 2011 - \$500.00 for full-time nurses  
 - \$250.00 for part-time nurses

For the purpose of the HSA, a nurse is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether a nurse qualifies for the full-time benefit.

A “year” or “the annual HSA benefit” is defined as the calendar year – January 1<sup>st</sup> to December 31<sup>st</sup>.

In order to be eligible for the HSA, a nurse must be enrolled in the “Enhanced” Extended Health Care Plan.

Nurses hired on or after April 1, 2010, who become enrolled in the “Enhanced” Extended Health Care Plan will commence HSA coverage following one (1) year participation in the “Enhanced” Extended Health Care Plan.

Unutilized HSA monies are not carried over to the subsequent year.

## **ARTICLE 40 – OVERPAYMENTS**

**4001** The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a

period of time that does not extend further back than twelve (12) months from date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected nurse and the Union as soon as practicable;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible; and,
- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the nurse.

In the event the nurse retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that nurse and reduce accordingly any payments that might be owing to that nurse to recover the overpayment.

## APPENDIX "A" - SALARIES

Effective October 1, 2009 - Monthly rates. Hourly salary calculated as (monthly salary x 12) ÷ annual hours  
Annual Hours = 2015

Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Licensed Practical Nurse	Annual	47,849.490	49,415.090	50,960.294	52,839.004	54,561.178	56,484.121	58,495.586
	Monthly	3,987.457	4,117.924	4,246.691	4,403.250	4,546.765	4,707.010	4,874.632
	Hourly	23.747	24.524	25.290	26.223	27.078	28.032	29.030
Nurse II	Annual	62,508.308	64,689.919	66,878.354	69,158.695	71,387.979	73,692.138	
	Monthly	5,209.026	5,390.827	5,573.196	5,763.225	5,948.998	6,141.011	
	Hourly	31.021	32.104	33.190	34.322	35.428	36.572	
Nurse III	Annual	64,883.920	67,072.374	69,356.080	71,585.364	73,654.673	75,911.177	78,239.154
	Monthly	5,406.993	5,589.364	5,779.673	5,965.447	6,137.889	6,325.931	6,519.930
	Hourly	32.200	33.287	34.420	35.526	36.553	37.673	38.828
Nurse IV	Annual	67,109.802	69,594.333	72,082.267	74,794.843	77,902.245	80,917.723	84,072.742
	Monthly	5,592.483	5,799.528	6,006.856	6,232.904	6,491.854	6,743.144	7,006.062
	Hourly	33.305	34.538	35.773	37.119	38.661	40.158	41.723
Nurse V	Annual	70,840.020	73,552.578	76,659.961	79,675.421	82,966.598	86,189.705	89,548.933
	Monthly	5,903.335	6,129.381	6,388.330	6,639.618	6,913.883	7,182.475	7,462.411
	Hourly	35.156	36.503	38.045	39.541	41.174	42.774	44.441
Nurse Practitioner	Annual	80,734.421	86,658.769	90,221.915	93,781.149	97,622.505		
	Monthly	6,727.868	7,221.564	7,518.493	7,815.096	8,135.209		
	Hourly	40.067	43.007	44.775	46.542	48.448		
<b>Weekend Worker Rates:</b>		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
<b>Weekend Worker - Licensed Practical Nurse</b>	Annual	55,026.913	56,827.354	58,604.338	60,764.854	62,745.354	64,956.739	67,269.924
	Monthly	4,585.576	4,735.613	4,883.695	5,063.738	5,228.780	5,413.062	5,605.827
	Hourly	27.309	28.202	29.084	30.156	31.139	32.237	33.385
<b>Weekend Worker - Nurse II</b>	Annual	71,884.554	74,393.407	76,910.107	79,532.499	82,096.176	84,745.958	
	Monthly	5,990.379	6,199.451	6,409.176	6,627.708	6,841.348	7,062.163	
	Hourly	35.675	36.920	38.169	39.470	40.743	42.058	
<b>Weekend Worker - Nurse III</b>	Annual	74,616.509	77,133.230	79,759.492	82,323.169	84,702.874	87,297.854	89,975.027
	Monthly	6,218.042	6,427.769	6,646.624	6,860.264	7,058.573	7,274.821	7,497.919
	Hourly	37.031	38.280	39.583	40.855	42.036	43.324	44.653
<b>Weekend Worker - Nurse IV</b>	Annual	77,176.272	80,033.483	82,894.607	86,014.070	89,587.582	93,055.381	96,683.654
	Monthly	6,431.356	6,669.457	6,907.884	7,167.839	7,465.632	7,754.615	8,056.971
	Hourly	38.301	39.719	41.139	42.687	44.460	46.181	47.982
<b>Weekend Worker - Nurse V</b>	Annual	81,466.022	84,585.464	88,158.955	91,626.734	95,411.587	99,118.161	102,981.273
	Monthly	6,788.835	7,048.789	7,346.580	7,635.561	7,950.966	8,259.847	8,581.773
	Hourly	40.430	41.978	43.751	45.472	47.351	49.190	51.107

**Note:** Upon written application to the Employer within one hundred and twenty (120) days of ratification of the Collective Agreement, nurses who have terminated employment with the Employer prior to the date of ratification shall be entitled to the lump sum payment calculated as 0.02 (2%) x the nurse's earnings (exclusive of overtime) for the number of full pay periods she/he was employed with the Employer which fall within the 26 pay periods identified above.

This lump sum payment is not deemed to be pensionable earnings and is not subject to pension plan deductions.

## APPENDIX "A" - SALARIES

Effective April 1, 2012 - Monthly rates include a 3% increase (2% general & 1% market; non-compounding). Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.  
Annual Hours = 2015

Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Licensed Practical Nurse	Annual	49,284.974	50,897.543	52,489.103	54,424.174	56,198.013	58,178.645	60,250.453
	Monthly	4,107.081	4,241.462	4,374.092	4,535.348	4,683.168	4,848.220	5,020.871
	Hourly	24.459	25.259	26.049	27.010	27.890	28.873	29.901
Nurse II	Annual	64,383.557	66,630.617	68,884.705	71,233.456	73,529.618	75,902.902	
	Monthly	5,365.296	5,552.551	5,740.392	5,936.121	6,127.468	6,325.242	
	Hourly	31.952	33.067	34.186	35.352	36.491	37.669	
Nurse III	Annual	66,830.438	69,084.545	71,436.763	73,732.925	75,864.313	78,188.513	80,586.329
	Monthly	5,569.203	5,757.045	5,953.064	6,144.410	6,322.026	6,515.709	6,715.527
	Hourly	33.166	34.285	35.452	36.592	37.650	38.803	39.993
Nurse IV	Annual	69,123.096	71,682.163	74,244.735	77,038.689	80,239.312	83,345.254	86,594.925
	Monthly	5,760.258	5,973.514	6,187.061	6,419.891	6,686.609	6,945.438	7,216.244
	Hourly	34.304	35.574	36.846	38.233	39.821	41.362	42.975
Nurse V	Annual	72,965.220	75,759.155	78,959.760	82,065.683	85,455.596	88,775.396	92,235.401
	Monthly	6,080.435	6,313.263	6,579.980	6,838.807	7,121.300	7,397.950	7,686.283
	Hourly	36.211	37.598	39.186	40.727	42.410	44.057	45.774
Nurse Practitioner	Annual	83,156.453	89,258.532	92,928.572	96,594.583	100,551.180		
	Monthly	6,929.704	7,438.211	7,744.048	8,049.549	8,379.265		
	Hourly	41.269	44.297	46.118	47.938	49.901		
<b>Weekend Worker Rates:</b>		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
<b>Weekend Worker - Licensed Practical Nurse</b>	Annual	56,677.720	58,532.174	60,362.468	62,587.800	64,627.715	66,905.441	69,288.021
	Monthly	4,723.143	4,877.681	5,030.206	5,215.650	5,385.643	5,575.453	5,774.002
	Hourly	28.128	29.048	29.957	31.061	32.073	33.204	34.386
<b>Weekend Worker - Nurse II</b>	Annual	74,041.091	76,625.209	79,217.411	81,918.474	84,559.061	87,288.337	
	Monthly	6,170.091	6,385.434	6,601.451	6,826.540	7,046.588	7,274.028	
	Hourly	36.745	38.027	39.314	40.654	41.965	43.319	
<b>Weekend Worker - Nurse III</b>	Annual	76,855.004	79,447.226	82,152.277	84,792.864	87,243.960	89,916.790	92,674.278
	Monthly	6,404.584	6,620.602	6,846.023	7,066.072	7,270.330	7,493.066	7,722.856
	Hourly	38.141	39.428	40.770	42.081	43.297	44.624	45.992
<b>Weekend Worker - Nurse IV</b>	Annual	79,491.560	82,434.488	85,381.445	88,594.492	92,275.209	95,847.043	99,584.163
	Monthly	6,624.297	6,869.541	7,115.120	7,382.874	7,689.601	7,987.254	8,298.680
	Hourly	39.450	40.910	42.373	43.967	45.794	47.567	49.421
<b>Weekend Worker - Nurse V</b>	Annual	83,910.003	87,123.028	90,803.724	94,375.536	98,273.935	102,091.706	106,070.712
	Monthly	6,992.500	7,260.252	7,566.977	7,864.628	8,189.495	8,507.642	8,839.226
	Hourly	41.643	43.237	45.064	46.836	48.771	50.666	52.641

## APPENDIX "A" - SALARIES

Effective October 1, 2012 - Monthly rates include the addition of a 20 Year Long Service Step. Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Annual Hours = 2015

Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Licensed Practical Nurse	Annual	49,284.974	50,897.543	52,489.103	54,424.174	56,198.013	58,178.645	60,250.453	61,455.462
	Monthly	4,107.081	4,241.462	4,374.092	4,535.348	4,683.168	4,848.220	5,020.871	5,121.289
	Hourly	24.459	25.259	26.049	27.010	27.890	28.873	29.901	30.499
Nurse II	Annual	64,383.557	66,630.617	68,884.705	71,233.456	73,529.618	75,902.902		77,420.960
	Monthly	5,365.296	5,552.551	5,740.392	5,936.121	6,127.468	6,325.242		6,451.747
	Hourly	31.952	33.067	34.186	35.352	36.491	37.669		38.422
Nurse III	Annual	66,830.438	69,084.545	71,436.763	73,732.925	75,864.313	78,188.513	80,586.329	82,198.055
	Monthly	5,569.203	5,757.045	5,953.064	6,144.410	6,322.026	6,515.709	6,715.527	6,849.838
	Hourly	33.166	34.285	35.452	36.592	37.650	38.803	39.993	40.793
Nurse IV	Annual	69,123.096	71,682.163	74,244.735	77,038.689	80,239.312	83,345.254	86,594.925	88,326.823
	Monthly	5,760.258	5,973.514	6,187.061	6,419.891	6,686.609	6,945.438	7,216.244	7,360.569
	Hourly	34.304	35.574	36.846	38.233	39.821	41.362	42.975	43.835
Nurse V	Annual	72,965.220	75,759.155	78,959.760	82,065.683	85,455.596	88,775.396	92,235.401	94,080.110
	Monthly	6,080.435	6,313.263	6,579.980	6,838.807	7,121.300	7,397.950	7,686.283	7,840.009
	Hourly	36.211	37.598	39.186	40.727	42.410	44.057	45.774	46.690
Nurse Practitioner	Annual	83,156.453	89,258.532	92,928.572	96,594.583	100,551.180			102,562.203
	Monthly	6,929.704	7,438.211	7,744.048	8,049.549	8,379.265			8,546.850
	Hourly	41.269	44.297	46.118	47.938	49.901			50.899
<b>Weekend Worker Rates:</b>		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
<b>Weekend Worker - Licensed Practical Nurse</b>	Annual	56,677.720	58,532.174	60,362.468	62,587.800	64,627.715	66,905.441	69,288.021	70,673.782
	Monthly	4,723.143	4,877.681	5,030.206	5,215.650	5,385.643	5,575.453	5,774.002	5,889.482
	Hourly	28.128	29.048	29.957	31.061	32.073	33.204	34.386	35.074
<b>Weekend Worker - Nurse II</b>	Annual	74,041.091	76,625.209	79,217.411	81,918.474	84,559.061	87,288.337		89,034.104
	Monthly	6,170.091	6,385.434	6,601.451	6,826.540	7,046.588	7,274.028		7,419.509
	Hourly	36.745	38.027	39.314	40.654	41.965	43.319		44.186
<b>Weekend Worker - Nurse III</b>	Annual	76,855.004	79,447.226	82,152.277	84,792.864	87,243.960	89,916.790	92,674.278	94,527.764
	Monthly	6,404.584	6,620.602	6,846.023	7,066.072	7,270.330	7,493.066	7,722.856	7,877.314
	Hourly	38.141	39.428	40.770	42.081	43.297	44.624	45.992	46.912
<b>Weekend Worker - Nurse IV</b>	Annual	79,491.560	82,434.488	85,381.445	88,594.492	92,275.209	95,847.043	99,584.163	101,575.847
	Monthly	6,624.297	6,869.541	7,115.120	7,382.874	7,689.601	7,987.254	8,298.680	8,464.654
	Hourly	39.450	40.910	42.373	43.967	45.794	47.567	49.421	50.410
<b>Weekend Worker - Nurse V</b>	Annual	83,910.003	87,123.028	90,803.724	94,375.536	98,273.935	102,091.706	106,070.712	108,192.126
	Monthly	6,992.500	7,260.252	7,566.977	7,864.628	8,189.495	8,507.642	8,839.226	9,016.010
	Hourly	41.643	43.237	45.064	46.836	48.771	50.666	52.641	53.693

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

## APPENDIX "A" - SALARIES

Effective December 31, 2012 - Monthly rates include a 1% market adjustment. Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.  
Annual Hours = 2015

Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Licensed Practical Nurse	Annual	49,777.824	51,406.518	53,013.994	54,968.416	56,759.993	58,760.431	60,852.958	62,070.017
	Monthly	4,148.152	4,283.877	4,417.833	4,580.701	4,729.999	4,896.703	5,071.080	5,172.501
	Hourly	24.704	25.512	26.310	27.280	28.169	29.162	30.200	30.804
Nurse II	Annual	65,027.393	67,296.923	69,573.552	71,945.790	74,264.914	76,661.931		78,195.169
	Monthly	5,418.949	5,608.077	5,797.796	5,995.483	6,188.743	6,388.494		6,516.264
	Hourly	32.272	33.398	34.528	35.705	36.856	38.046		38.807
Nurse III	Annual	67,498.742	69,775.390	72,151.130	74,470.255	76,622.956	78,970.398	81,392.192	83,020.036
	Monthly	5,624.895	5,814.616	6,012.594	6,205.855	6,385.246	6,580.866	6,782.683	6,918.336
	Hourly	33.498	34.628	35.807	36.958	38.026	39.191	40.393	41.201
Nurse IV	Annual	69,814.327	72,398.985	74,987.182	77,809.075	81,041.705	84,178.707	87,460.874	89,210.091
	Monthly	5,817.861	6,033.249	6,248.932	6,484.090	6,753.475	7,014.892	7,288.406	7,434.174
	Hourly	34.647	35.930	37.214	38.615	40.219	41.776	43.405	44.273
Nurse V	Annual	73,694.872	76,516.746	79,749.358	82,886.340	86,310.152	89,663.150	93,157.755	95,020.911
	Monthly	6,141.239	6,376.396	6,645.780	6,907.195	7,192.513	7,471.929	7,763.146	7,918.409
	Hourly	36.573	37.974	39.578	41.135	42.834	44.498	46.232	47.157
Nurse Practitioner	Annual	83,988.018	90,151.117	93,857.858	97,560.529	101,556.692			103,587.826
	Monthly	6,999.001	7,512.593	7,821.488	8,130.044	8,463.058			8,632.319
	Hourly	41.681	44.740	46.580	48.417	50.400			51.408
<b>Weekend Worker Rates:</b>		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
<b>Weekend Worker - Licensed Practical Nurse</b>	Annual	57,244.498	59,117.496	60,966.093	63,213.678	65,273.992	67,574.496	69,980.902	71,380.520
	Monthly	4,770.375	4,926.458	5,080.508	5,267.807	5,439.499	5,631.208	5,831.742	5,948.377
	Hourly	28.409	29.339	30.256	31.372	32.394	33.536	34.730	35.425
<b>Weekend Worker - Nurse II</b>	Annual	74,781.501	77,391.462	80,009.585	82,737.659	85,404.652	88,161.220		89,924.445
	Monthly	6,231.792	6,449.288	6,667.465	6,894.805	7,117.054	7,346.768		7,493.704
	Hourly	37.112	38.408	39.707	41.061	42.384	43.752		44.628
<b>Weekend Worker - Nurse III</b>	Annual	77,623.554	80,241.699	82,973.800	85,640.793	88,116.400	90,815.958	93,601.021	95,473.041
	Monthly	6,468.629	6,686.808	6,914.483	7,136.733	7,343.033	7,567.996	7,800.085	7,956.087
	Hourly	38.523	39.822	41.178	42.502	43.730	45.070	46.452	47.381
<b>Weekend Worker - Nurse IV</b>	Annual	80,286.476	83,258.832	86,235.260	89,480.437	93,197.961	96,805.513	100,580.005	102,591.605
	Monthly	6,690.540	6,938.236	7,186.272	7,456.703	7,766.497	8,067.126	8,381.667	8,549.300
	Hourly	39.844	41.320	42.797	44.407	46.252	48.042	49.916	50.914
<b>Weekend Worker - Nurse V</b>	Annual	84,749.103	87,994.258	91,711.761	95,319.291	99,256.674	103,112.623	107,131.419	109,274.047
	Monthly	7,062.425	7,332.855	7,642.647	7,943.274	8,271.390	8,592.719	8,927.618	9,106.171
	Hourly	42.059	43.670	45.515	47.305	49.259	51.173	53.167	54.230

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

## APPENDIX “B” – ACADEMIC ALLOWANCE

The non-cumulative additional rates of pay hereinafter set forth shall be paid to a nurse for academic attainments herein set forth:

- (a) Upon completion of an approved clinical course/program, or CNA Certification in a nursing specialty, or an approved course in Gerontology, or the Nursing Unit Administration Course, or a Registered Nurse with a Registered Psychiatric Nurse Diploma, or an approved midwifery course, or an Operating Room Technician course in addition to a Licensed Practical Nurse certificate or Registered Nurse Diploma, or the Adult Education Certificate, or an Occupational Health Nursing course, or the University Certificate in Nursing (one year course also called University Diploma in Nursing), or a Baccalaureate Degree in Arts or Science from a recognized university, (or the equivalent), provided such degree (or the equivalent) is relevant to the position held by the nurse:

\$0.298 per hour for all paid hours

- (b) For a Baccalaureate Degree in Nursing, or a Baccalaureate Degree in Psychiatric Nursing, or a Baccalaureate Degree in Science-Mental Health, or a University Certificate in Nursing, as described in (a) above, in addition to a Baccalaureate Degree in Arts or Science, or the equivalent in the opinion of the Employer:

\$0.596 per hour for all paid hours

- (c) For a Master’s Degree in Nursing from a recognized university, or the equivalent in the opinion of the Employer:

\$0.893 per hour for all paid hours

NOTE: Nurses, as at April 17, 2002, receiving academic allowances in excess of the above specified amounts shall continue to be paid at the higher rate.

NOTE: Nurses, as at April 17, 2002, receiving academic allowances for courses/degrees/certificates not listed above shall continue to receive Academic Allowances for these courses/degrees/certificates.

## APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

- C.1 Occupational classifications are as follows:
- (a) NURSE II -- A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
  - (b) NURSE III -- A nurse who is permanently assigned responsibility for the nursing activities of a small group of nursing staff on a unit or ward and who may replace a Nurse IV in her/his absence; Behaviour Outreach Specialist.
  - (c) NURSE IV -- A nurse who is permanently assigned responsibility for the nursing activities and staff on a unit or ward on a twenty-four (24) hour basis; a nurse responsible for supervision of the clinical experience of student nurses (Clinical Instructor); or a nurse responsible for inservice education instruction (Inservice Education Instructor).
  - (d) NURSE V -- A nurse who is responsible for the nursing activities and staff of more than one (1) nursing unit on a permanent basis.
  - (e) L.P.N. -- A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.
  - (f) NURSE PRACTITIONER -- is a Registered Nurse who is on the Extended Practice roster of the College of Registered Nurses of Manitoba who is employed in a position that is designated by the Employer as a Nurse Practitioner.

### ***Re: Joint Committee to Review Appendix "C"***

*The parties agree to establish a joint Manitoba Nurses' Union/Employer committee to review Appendix "C" in all Central Table Collective Agreements. The committee will be struck and commence work within ninety (90) days of ratification and shall conclude its review prior to the expiry of the Collective Agreement.*

*The parties agree that this joint committee shall have no jurisdiction in determining the current or future classification of positions.*

FOR THE EMPLOYER:

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FOR THE UNION:

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FOR THE MANITOBA NURSES' UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
BETHANIA MENNONITE PERSONAL CARE HOME INC.  
AND  
BETHANIA NURSES LOCAL 103  
OF THE MANITOBA NURSES' UNION**

**1. *Re: Ratification of Collective Agreement***

The ratification date of the current Collective Agreement occurred on June 16, 2010.

**2. *Re: Representative Workforce***

The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned parties will work in cooperation to:

- (a) Develop strategic initiatives and programs that:
  - Foster mutual respect, trust, fairness, open communication and understanding;
  - Focus on recruiting, training and career development of Aboriginal workers;
  - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
  - Facilitate constructive race and cultural relations;
- (b) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce;
- (c) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.

**3. *Re: Manitoba Health Premiums***

It is agreed that if Manitoba Health premiums are introduced during the life of this Agreement, the parties will meet to discuss and decide on an equitable sharing of the cost of these premiums.

#### **4. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation**

The Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in the Collective Agreement during the life of this Collective Agreement.

#### **5. Re: Shifts of Less than 7.75 Hours**

The Employer and the Union mutually agree that the following conditions shall apply to shifts of less than seven and three-quarter (7.75) hours. It is agreed that there shall be no scheduled shifts of less than four (4.0) hours.

1. The terms and conditions of the Collective Agreement shall apply to part-time nurses working shifts of less than seven and three-quarter (7.75) hours except as otherwise stated hereinafter.
2. The Employer shall notify the Union in writing of its intent to introduce a shift of less than seven and three-quarter (7.75) hours. This notice shall include reasons for the introduction of this shift. The Employer and the Union shall meet within fourteen (14) days to discuss the introduction of the shift and the feasibility of available alternatives to same. If there are no mutually acceptable alternatives, then the following shall apply.
3. The Employer shall post all vacant, term or new positions which will include scheduled shifts of less than seven and three-quarter (7.75) hours. Such posting(s) shall specify the shift length(s) for the particular position.
4. Shifts of four (4.0) to five (5.0) paid hours shall include one (1) fifteen (15) minute rest period. Shifts of greater than five (5.0) paid hours but less than seven (7.0) paid hours shall include one (1) fifteen (15) minute rest period and exclude one (1) thirty (30) minute unpaid meal period. For shifts of seven (7.0) paid hours to seven and three-quarter (7.75) paid hours - rest and meal periods to be the same as per current agreements Article 14 for the "normal" seven and three-quarter (7.75) hour shift.
5. In the event that a nurse working such a shift agrees to remain at work beyond the end of her/his scheduled shift, she/he shall be paid for all hours worked beyond the shift at her/his basic salary up to seven and three-quarter (7.75) hours. Overtime rates of pay shall be applicable to time worked in excess of seven and three-quarter (7.75) hours, such time to have been authorized in such manner and by such person as may be directed by the Employer.

6. If a part-time nurse agrees to work an additional available shift, as referenced in 3402, she/he shall be paid for those hours at her/his basic salary unless the part-time nurse has already worked in that day, in which case overtime rates of pay shall apply.
7. No nurse shall be scheduled to work more than one (1) shift of less than seven and three-quarter (7.75) hours in any one (1) day.

## **6. Re: Agency Nurses**

The Employer commits to making every reasonable effort to minimize to the greatest degree possible the use of nurses employed by outside agencies (“agency nurses”) to fill occasional available shifts.

The Employer affirms its commitment that such shifts, including those which result from not filling term or permanent positions for a period of time, will be offered first to facility nurses in accordance with the provisions of the collective agreement. Only when nurses at the facility are not available, will the facility resort to seeking assistance from outside agencies.

The Employer further agrees to meet with the Union on a quarterly basis to review trends and data (number of agency nurses used, reasons for use and process management used to attempt to obtain facility nurses) and explore alternatives to minimize the use of agency nurses to the greatest degree possible.

## **7. Re: Group Benefit Plans**

The Employer (on behalf of those nurses newly employed, or nurses previously participating in the former MHO benefit plans, or any other nurses who may subsequently join the plans through the Collective Bargaining process) and the Union agree to participate in the Jointly Trusteed Benefit Plans in accordance with the Benefit Trust document established between the parties in 1998. This agreement shall be in accordance with the Collective Agreement, and in accordance with the Trust agreement and the plan texts established by the Board of Trustees of the Healthcare Employees Benefits board (HEBP). This shall include the Group Dental Plan, the Group Life Plan, Group Extended Health Plan, D & R Plan. The newly Jointly Trusteed Plans shall be successor to the former MHO plans.

The parties agree that the plans’ assets, liabilities and surplus will be transferred to the new Trust. The contribution rates schedule are indicated in the Collective Agreement of plan text and may only be amended by a process outlined in the Trust or through collective bargaining.

## **8. Re: Pensions [Participation in Jointly Trusteed Pension Plan (HEPP)]**

- (i) The parties agree to participate in the Health Care Employees' Pension Plan – Manitoba (HEPP) in accordance with its terms and conditions including an established contributions rate as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.
- (ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (iii) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.
- (iv) Employer and employee contribution rates for the HealthCare Employees' Pension Plan – Manitoba (HEPP) to be increased as follows:
  - January 1, 2011 - Employer contribution rate to increase by 1.0% (Employer portion 0.5% and employee portion 0.5%)
  - April 1, 2012 - Employee contribution rate to increase by 0.8% (Employer portion 0.4% and employee portion 0.4%)
  - April 1, 2013 –
    - Employer contribution rate to increase by 0.1% resulting in an overall contribution rate increase of 1.1%
    - Employee contribution rate to increase by 0.3% resulting in an overall contribution rate increase of 1.1%.
    - (resulting in the new rates of 7.9% up to YMPE and 9.5% for earnings in excess of YMPE)

## **9. Re: Employment Security**

Whereas, the Employer is concerned with its employees employment security, and

Whereas, the Union is concerned with its members employment security, and

Whereas, within the Province of Manitoba health care reform continues to be explored, and

Whereas, there may be a need to examine the delivery of health care within the facility,  
and

Whereas, there may be a need to examine the current complement of nursing staff:

1. It will be incumbent upon the Employer to notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of nursing staff.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the above.
3. The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected nurse shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, Article 2707 shall apply. Should the nurse choose to not exercise seniority rights under Article 2707, then layoff in accordance with Article 27 shall apply.
6. In the event of #5 above occurring or in the event of the closure of a facility, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of nurses.
7. The Employer will also cooperate with other facilities, with the Labour Relations Secretariat, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

[This memo applies in all instances where employment security is an issue, except in cases related to 2403 paragraphs two (2) and three (3).]

### **10. Re: Group Registered Retirement Savings Plan**

The Employers and the Union mutually agree to work towards creation of a Group Registered Retirement Savings Plan (GRRSP) by January 1, 2003. Such plan shall provide for payroll deduction, and each nurse shall be responsible for determining her/his own available RRSP contribution under federal law.

## **11. Re: Joint Nursing Council**

1. There shall be a Council which shall be known as “The Joint Nursing Council” and shall consist of six (6) members of whom:
  - (a) One shall be the Minister of Health or designate;
  - (b) One shall be appointed by the Executive Council of the Government of Manitoba;
  - (c) One shall be appointed by the Regional Health Authorities of Manitoba;
  - (d) Three shall be appointed by the Manitoba Nurses’ Union
2. The Joint Nursing Council shall be chaired by the Minister of Health or designate.
3. The Joint Nursing Council shall meet at such times as it may determine, and at such other times as may be determined by the Chairperson, in consultation with the members.
4. The Joint Nursing Council shall consult on any suggestions or requests made by members of the Council concerning:
  - (a) Working conditions and work-life issues;
  - (b) Recruitment and retention of nurses;
  - (c) Any other issue considered to improve patient care and contribute to the efficient management of the health care system.
5. The Joint Nursing Council shall endeavour to promote and maintain good will between Employers and the Manitoba Nurses’ Union, and encourage free and frank discussion of all problems, with a view to reaching mutually acceptable resolutions.

## **12. Re: Buyback of Pension:**

Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

### **13. Re: Article 501**

The Employer and the Union mutually agree that the Employer will provide the following information regarding Manitoba Nurses' Union members to the Manitoba Nurses' Union along with each monthly dues deduction list or special assessment deduction list:

- First Name
- (Middle Name)
- Last Name
- Amount of dues deducted

### **14. Re: Participation in PHCLA/Redeployment**

All facilities except St. Amant Centre will agree to participate in the Provincial Health Care Labour Adjustment/Redeployment Program. Letter of Agreement for new participants to be appended to the collective agreement.

## **LETTER OF UNDERSTANDING**

### **ON REDEPLOYMENT PRINCIPLES**

#### **1. PURPOSE:**

- 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.
- 1.05 For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the

"sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.

1.06 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.

1.07 "Central Redeployment List" means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.

1.08 "Provincial Health Care Labour Adjustment Committee" (hereinafter referred to as the "Committee") refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, Labour Relations Secretariat and Manitoba Council of Health Care Unions.

## **2. SENIORITY:**

2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.

2.02 Employees without a Collective Agreement shall not have seniority rights.

2.03 Transfer of Seniority - The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

## **3. TRIAL PERIOD:**

3.01 Employees who move to a new bargaining unit/employer may be required to serve a trial period in accordance with the Collective Agreement in the receiving facility. If unsuccessful in the trial period, the employee shall return to the Central Redeployment List and to the recall list of the sending employer.

## **4. NEW AND VACANT POSITIONS:**

4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise

mutually agreed between affected employers and affected bargaining units/unions.

- 4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment List.

If there are no applicants/no qualified applicants from the same region, the receiving facility shall provide preferential consideration to qualified applicants from other regions who are on the Central Redeployment List.

The following provisions shall apply in filling the vacancy:

- (a) Employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
- (b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- (c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- (e) receiving facilities job description applies vis-a-vis qualification requirements;
- (f) Once an employee has been permanently redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

## **5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:**

- 5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected employer(s) and unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.

## **6. PORTABILITY OF BENEFITS:**

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave. NOTE: Deer Lodge Centre limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement.
- 6.05 Benefits - An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- 6.06 Salary Treatments -
- (a) If range is identical, then placed step-on-step;
  - (b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

NOTE: No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red circling provisions were in place prior to the inception of this Letter of Understanding.

- 6.07 Upon hire of an employee from the Central Redeployment List, the receiving employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

**7. OTHER CONDITIONS:**

- 7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.
- 7.02 Salary and vacation earned to date to be paid out by sending employer.
- 7.03 Banked time including overtime bank, stat bank, to be paid out by sending employer.

**8. TRAINING:**

- 8.01 The parties agree that provisions for training will be dealt with by the Committee.

**9. ADMISSION OF NEW MEMBERS:**

- 9.01 The parties hereby authorize the Committee to admit new signatories as participating employers or participating unions in such manner and upon such terms as the Committee in its discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this agreement such new signatories will have the same rights and obligations as existing participating unions and participating employers, effective the date of such admission.

**10. ACCEPTANCE OF LETTER OF UNDERSTANDING:**

- 10.01 Signatories to this Letter of Understanding agree to accept this letter without amendment. Any subsequent amendment to the Letter of Understanding shall only be implemented if approved pursuant to Article 12.

**11. DURATION:**

- 11.01 This Letter of Understanding shall be in full force and effect for an indefinite period commencing in 1993. In the event that any one of the parties signatory to this Letter of Understanding wishes to terminate its participation in this Letter of Understanding it shall give sixty (60) days written notice to the Committee and to the appropriate bargaining agent or Employer in respect of its collective agreement. Such termination shall not invalidate this Letter of Understanding as affects the other signatories except for the specific Employer or bargaining agent that is party to the relevant and affected collective agreement.

**12. AMENDMENTS:**

- 12.01 Amendments to this Letter of Understanding shall be effective if passed by the Committee after consultation with the signatories to the Letter of Understanding as outlined herein. All signatories shall receive a copy of the proposed amendment(s). Each signatory shall have thirty (30) calendar days during which to express its concerns (if any) about the proposed amendment(s). Any unresolved concerns must be reconciled by the respective employer/labour caucus prior to a Committee vote being conducted. If there are no concerns raised by signatories to the proposed amendments the Committee shall be empowered to implement the amendment(s).

**13. APPEAL PANEL:**

- 13.01 Should a dispute(s) arise between a participating union(s) and a participating employer(s) regarding the application, interpretation or alleged violation of this Letter of Understanding, the parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved, any party to the dispute may refer the matter(s) to an Appeal Panel composed of:

- Two (2) persons from Participating Employers who are not directly involved in the dispute.
- Two (2) persons from the Participating Unions who are not directly involved in the dispute.

The Appeal Panel shall set its own procedures for hearing the dispute and may accept any evidence that it deems appropriate.

Only lay advocate(s) shall be utilized by each party to the dispute in the presentation of its case.

The Appeal Panel shall make every effort to mediate the dispute to resolution.

Should efforts to mediate fail, the Appeal Panel shall submit its written recommendation(s) for settlement to the parties concerned, within fourteen (14) calendar days.

Any dispute under the Letter of Understanding shall not be resolved by grievance or arbitration pursuant to the collective agreement. The Appeal Panel is intended to be the only vehicle for resolution of such disputes.

This Letter of Agreement confirms that the above-named parties have ratified the Letter of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

**15. *Re: Provisions for Part-time Nurses Occupying More Than One Position Within the Facility***

- (a) Part-time nurses shall be eligible to apply for and occupy more than one (1) part-time position within the facility. Where it is determined that it is not feasible for the nurse to work in more than one (1) position, the nurse will have the option of assuming the position applied for and relinquishing their former position.
- (b) The terms and conditions of employment shall be as provided in the MNU Collective Agreement, except that Article 1504 (d) and 3404 shall have separate application for each position held.
- (c) At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. However, it is agreed that daily hours within the two positions may be scheduled, to a maximum of twelve (12) hours in any one day, at the nurse's regular rate of pay, with mutual agreement between the Employer, the nurse and the Union. Notwithstanding the above, it is understood that a nurse who works more than the normal full-time hours in two (2) consecutive bi-weekly periods shall be compensated for the excess hours in accordance with Article 16.
- (d) Where the sum of the positions occupied equal one (1.0) EFT, the status of the nurse will continue to be part-time, (i.e. status will not be converted to full-time), and the provisions of Article 34 will apply based on the total of all active positions occupied, unless specified in this article.
- (e) All salary based benefits, i.e. Group Life, Pension, D & R, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- (f) All accrued benefits, i.e. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- (g) Requests for scheduling of vacation shall be submitted to each unit/department manager. Said requests will be considered by both unit/department managers, and shall be granted in accordance with the provisions of Article 2109, based on the nurse's seniority.
- (h) Requests for unpaid or paid leaves of absence shall be submitted to each unit/department manager, and shall be considered and granted on/in each unit/department, in accordance with the appropriate provisions of the Collective Agreement.

- (i) Nurses taking on an additional position, which represents a promotion, will be subject to a trial period in accordance with Article 2803. If unsuccessful in the trial period, the nurse shall retain her/his previously held position(s).
- (j) Where an approved arrangement is later found to be unworkable, the affected nurse may be required to relinquish one of the positions occupied.

## **16. Re: Nurse Practitioner Positions**

The terms of the Collective Agreement shall be applicable to Nurse Practitioner positions except as modified hereinafter. Inclusion of Nurse Practitioners within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter.

The following shall apply to all Nurse Practitioner positions.

1. Article 2103(a) - A nurse occupying a Nurse Practitioner position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of Employment</u>	<u>Rates at Which Vacation Earned</u>
In the first ten (10) years	Twenty (20) days/four (4) weeks (155 hours) per year
In the eleventh (11 <sup>th</sup> ) to twentieth (20 <sup>th</sup> ) year inclusive	Twenty-five (25) days/five (5) weeks (193.75 hours) per year
In the twenty-first (21 <sup>st</sup> ) and subsequent years	Thirty (30) days/six (6) weeks (232.50 hours) per year

2. Article 2103(b) – shall include those nurses occupying a Nurse Practitioner position.
3. Article 2601(b) – shall include those nurses occupying a Nurse Practitioner position.

### **The following shall only apply to Nurse Practitioners working in Community Health/Public Health:**

4. Seventy-two and one half (72.50) hours shall constitute a bi-weekly pay period of work (1885 hours per annum). The Nurse Practitioner may vary hours worked in order to effectively carry out the accountabilities and responsibilities of the position provided the Nurse Practitioner first obtains the pre-approval, in writing, from his/her immediate supervisor or designate.
5. The salary scale for the Nurse Practitioner (Community Health) shall be as set out in APPENDIX “A” – SALARIES. It is understood that this is established as a comprehensive salary. Accordingly, Articles 16, 17, 18 and APPENDIX “B” shall not apply.

6. This shall be a community nursing position subject to the provisions in the Collective Agreement applicable to community nurses. The position shall have a base of operations as identified by the Employer. A Nurse Practitioner may be required to provide services in other regional locations on a temporary or assigned basis. The nurse shall be entitled to reimbursement for travel expenses as set out in the Collective Agreement.

**The following shall only apply to Nurse Practitioners working in Acute Care/Long Term Care:**

7. Seventy-seven and one half (77.50) hours shall constitute a bi-weekly pay period of work (2015 hours per annum). The Nurse Practitioner may vary hours worked in order to effectively carry out the accountabilities and responsibilities of the position (Articles 16, 17 and 18 shall not apply).

Articles 16, 17 and 18 shall apply if the Nurse Practitioner has defined/scheduled hours of work.

8. The salary scale for the Nurse Practitioner shall be as set out in APPENDIX "A" – SALARIES.
9. APPENDIX "B" shall not apply.

## **17. Re: Mentorship**

The Employer and the Union acknowledge that Mentorship is every nurse's professional responsibility. In the case of new Graduate Nurses, a more intensive approach to mentorship may be warranted.

The Employer and the Union believe that Mentorship of new Graduate Nurses is necessary and important and will facilitate transition from the student role to the practicing professional role and build a culture of support that will foster the retention of new Graduate Nurses. Further, the Employer and the Union recognize that this may be accomplished in a variety of ways dependant on the unique circumstances and demographics of each workplace. Mentoring may represent an opportunity for late career nurses who are interested in imparting their experience and knowledge.

For the purposes of this Memorandum of Understanding, a "Mentor" is defined as an experienced Registered Nurse, Registered Psychiatric Nurse or Licensed Practical Nurse engaged in a formal relationship of a determined length with a new graduate nurse(s) in order to assist the graduate nurse(s) in successfully adjusting to the working environment and performing her/his new role as a professional nurse.

Prior to the commencement of a mentorship relationship, the Employer and the nurse will discuss work assignment adjustments required in order for successful mentorship completion.

The Employer will identify attributes required for a mentorship role based on leadership skills, clinical expertise, professionalism, interpersonal skills and advocacy of the nursing profession.

A Registered Nurse or Registered Psychiatric Nurse or Licensed Practical Nurse shall receive an additional \$0.70 per hour for each hour assigned by the Employer as a mentor.

## **18. Re: Portability**

The following provisions do not apply to transfers governed by the provisions of the Memorandum of Understanding on Staff Mobility:

1. A nurse who is/was employed by an Employer in Manitoba who participates at MNU Central Table negotiations, who is awarded a position with another Employer in Manitoba who participates at MNU Central Table negotiations, and who commences employment with this Employer within six (6) weeks of termination of employment from her/his former Employer, will be entitled to portability of benefits as specified hereinafter:
  - (i) accumulated income protection benefits;
  - (ii) length of employment applicable to rate at which vacation is earned;
  - (iii) length of employment applicable to pre-retirement leave;
  - (iv) length of employment applicable for qualification for the Magic 80 pension provisions;
  - (v) length of employment applicable to next increment date;
  - (vi) continuation of all Benefit Plans;
  - (vii) seniority credits (in accordance with receiving Collective Agreement).

**The following Portability Guidelines are not part of the Collective Agreement but are here for guidance in interpretation**

### **Guidelines for the Implementation of the Memorandum re: Portability**

1. *The provisions of the Portability Memorandum shall be effective [retroactive to] April 1, 2002.*
2. *Where portability is implemented retroactively, the items ported shall be on a "go forward" basis. No processes [e.g. vacation selection, vacancy selection] or access to benefits [e.g. income protection] shall be adjusted retroactively.*
3. *The onus is on the nurse to advise her/his new Employer that there are benefits/seniority to port.*

4. *The provisions of the memorandum only apply where a nurse terminates from one Employer and commences employment with another Employer. It does not apply to "merge" employment/benefits etc. from two or more Employers to one of those Employers.*
5. *Once notified of portability of benefits/seniority, the receiving Employer shall notify the sending Employer by forwarding a "Portability Form" to the sending facility. That facility will complete the form as soon as possible and forward to the receiving facility. The Portability Benefits Transfer Form shall be provided in its entirety to the receiving Union.*
6. *Portability applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are ported at the time of employment. Should the nurse not obtain a permanent position in accordance with the new Employer's collective agreement, all seniority and benefits shall terminate, unless she/he in turn obtains employment with another MNU Employer where portability applies, and within the time lines specified.*
7. *Employment terminates with the sending facility and commences with the receiving facility, in order for Portability to apply. Therefore, accrued vacation is paid out by the sending facility; only the accrual rate is ported.*
8. *A nurse who occupies a casual position at a receiving facility AND a permanent or term position at a sending facility, AND who subsequently obtains a permanent or term position at a receiving facility, will be allowed to transfer seniority and benefits accrued in the permanent or term position at the sending facility, to the newly acquired permanent or term position in the receiving facility. The seniority accrued as a casual at a receiving facility cannot be added to the seniority being transferred with the permanent/term position.*

*NOTE: Current contract provisions re placement on salary scale when nurses resign a permanent or term position and remain on the casual roster continue to apply.*

## **19. Re Nurse Weekend Worker** (Hereinafter referred to as Weekend Worker)

Where the Employer chooses to implement a Weekend Worker position(s) the Employer and the Union mutually agree that the following shall apply:

- (a) All provisions of the Collective Agreement shall apply except as noted herein.
- (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s).
- (c) A nurse working a weekend schedule will be scheduled to work on every weekend. This may include working one or all days on the weekend as well as

shifts during the week. Article 1504(c) and 3404 shall not apply to Weekend Workers.

- (d) Weekend Workers positions shall be posted in accordance with the provisions of the Collective Agreement.
- (e) A nurse replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non Weekend Worker shall be paid at her/his Weekend Worker rate of pay for the interchanged shift.
- (f) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts.
- (g) The establishment and/or existence of a Weekend Worker shall not form the basis for reclassification and/or pay adjustments of any classification under the Collective Agreement.
- (h) The Employer maintains the right to discontinue a Weekend Worker schedule with a minimum of six (6) weeks notice, at which time the schedule may be converted to normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of Weekend Worker incumbents is not required for schedule conversions where there are no other changes in the position except the conversion from a Weekend Worker rotation to a regular rotation.
- (i) Appendix "A" – Salaries for Weekend Worker positions shall be fifteen percent (15%) higher than the prevailing rate for that occupational classification.

## **20. Re: Increase of EFT**

Notwithstanding Article 30, the EFT of a part-time nurse may be increased in accordance with the following process:

The parties agree that it may be of mutual benefit to the nurses and the Employer to allow part-time nurses, who request to do so, to increase their EFT.

- (a) Requests to permanently increase EFTs shall be made in writing by part-time nurses at a date determined by the parties which shall be set no earlier than September 1, 2010. The nurses shall indicate the maximum EFT to which they wish to increase.
- (b) A nurse may increase her/his EFT up to a 1.0 EFT.

- (c) In considering requests, the Employer shall consider such factors as current EFTs, shift assignments, shift schedules, the unit(s) needs and the requirements of Article 15. If the request by nurses within a unit exceed the availability within that unit as determined by the Employer, the Employer shall offer in order of seniority. The final determination shall be made no later than December 31, 2010.
- (d) A part-time nurse shall not be permitted to increase her/his EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.
- (e) Where any request to change EFT has been approved, the Employer shall issue a letter to the nurse confirming the nurse's new EFT in accordance with this Collective Agreement along with an effective date.
- (f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (g) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of 1504 and shall be completed prior to the commencement of the vacation scheduling period.
- (h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.

For the duration of this Collective Agreement, the Employer and the Union shall meet on or before May 31<sup>st</sup> annually to determine if they wish to repeat the EFT adjustment process in the following year. There must be mutual agreement to repeat this process.

## **21. *Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union***

The Employer and the Union agree each with the other as follows:

1. A nurse employed by the Employer who is elected to the full-time position of President of the Manitoba Nurses' Union, shall be considered as continuing in the employ of the Employer during the nurse's term of office as President of the Manitoba Nurses' Union and shall be considered to be seconded to the Manitoba Nurses' Union during the term of office.
2. For the purposes of administering the period of secondment, the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall function as the official contact person in any dealings with the Employer. In addition the

Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall be accountable for:

- (i) notifying the Employer, in writing, of the official commencement and termination date of the President's term of office;
- (ii) determining the bi-weekly payroll record of the President and notifying the Employer of same.

The Union shall save the Employer harmless from any claim from the President arising from alleged error(s) in the payroll record.

### 3. Reimbursement of Employer Costs

The Manitoba Nurses' Union shall assume the responsibility for reimbursing the Employer for total recovery of payroll and related costs associated with the President's term of office, as follows:

- (i) gross salary, including paid vacation, income protection and any other paid leave of absence authorized by the Accounting and Information Technology Coordinator
- (ii) Employer portion of C.P.P.;
- (iii) Employer portion of E.I.;
- (iv) Workers Compensation premiums;
- (v) Payroll tax;
- (vi) Employer portion of Benefit Plan premiums (pension plan, group life insurance plan, dental plan);
- (vii) Pre-retirement leave.

The Employer shall provide the Accounting and Information Technology Coordinator with a monthly statement of the above-referenced payroll expenses incurred during the nurse's period of secondment to President of the Manitoba Nurses' Union.

### 4. Income Protection

- (i) The Union President will accumulate income protection credits at the rate of one and one-quarter (1.25) days per month during the period of secondment. In the event that the Manitoba Nurses' Union President is absent during the secondment period due to accident or illness and the income protection credits accumulated during the period of secondment are insufficient to cover full payment of sick leave, the Employer will pay the Manitoba Nurses' Union President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs (ii) and (iii) below.

- (ii) Upon the nurse's return to work following the period of secondment the amount of income protection accumulated during the period of secondment will be reconciled against the amount of income protection utilized during this same period. In the event the difference is positive i.e. the amount accumulated is greater than the amount utilized, the nurse will be eligible to utilize the difference (unutilized income protection credits) at a future date. It is understood that utilization of these income protection credits may only occur once the nurse exhausts all income protection credits accumulated during her/his normal course of employment with the Employer.
- (iii) It is further understood that these income protection credits shall not be stored in the nurse's income protection bank within the computerized payroll system. Following the period of secondment, a record of these credits will be provided to the nurse along with a copy in the personnel file of the nurse. In the event and at the point that the nurse wishes to utilize these income protection credits, she/he will advise the Human Resources Department. The Employer will pay said income protection and bill the Manitoba Nurses' Union for the cost.

5. Disability & Rehabilitation Plan (D & R)

The President will have coverage under the HEBP Disability & Rehabilitation (D & R) Plan. During the D & R elimination period, if income protection credits earned during the period of secondment are insufficient to cover full payment, the Employer will pay the Manitoba Nurses' Union President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs 4.(ii) and 4.(iii) above.

6. Accumulation of Paid Vacation

The President will accumulate vacation credits at the rate of six (6) weeks per year.

For the purposes of reconciliation, the Employer is financially responsible for the vacation earned by the nurse while she/he is engaged in her/his normal course of employment with the Employer and the Manitoba Nurses' Union is financially responsible for the vacation earned by the nurse during the period of secondment.

7. Seniority/Service

- (i) Seniority shall continue to accrue during the period of secondment.
- (ii) Following the expiry of the period of secondment, the Manitoba Nurses' Union President's normal increment date will be delayed for a period of time equivalent to the period of secondment. The time worked between the date

of the last increment to the date that the nurse assumed the office of Manitoba Nurses' Union President shall count toward the granting of the next increment.

8. This Memorandum of Understanding shall remain in force until revised by mutual agreement between the parties or until terminated by either party.

## **22. Re: Letter of Understanding – HEPP COLA Fund**

The Parties have reached agreement concerning the establishment of a HEPP COLA Fund in accordance with the following:

1. COLA Fund - A "COLA" Fund(s) will be established effective April 1, 2014.
2. Dedicated COLA Monies - The monies contributed to the "COLA" Fund(s) will be "dedicated" monies for the specific purpose of providing ad hoc COLA adjustments to HEPP Retirees.
3. Equal Contributions - The "COLA" Fund(s) will be funded by equal contributions from Employers and Employees.
4. Funding: - Effective the following dates – COLA contributions, in the amounts per year, listed following from each of the Employer(s) and Employee(s) shall apply.

Employer:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

Employee:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

- All contributions to the Fund(s) shall be allocated using a method that is in compliance with applicable legislation, the HEPP Plan Text and HEPP Trust Agreement.
  - It is understood and agreed that these contributions shall continue at the specified rates notwithstanding the realization of any surplus funds in any HEPP account unless otherwise agreed by the Plan Settlers
5. Cola Funds - The COLA monies shall be reserved solely for the creation of two, distinct and dedicated COLA Funds with specific allocation as follows:
    - HEPP COLA Fund # 1 - effective April 1, 2014 - for Employees who retire on or after October 1, 2009 shall have an allocation of 0.80% and, effective April 1, 2015, shall have an allocation of 0.90% of regular pensionable earnings from

- each active Employee and each participating Employer, (hereinafter referred to as the "Active Employees Fund").
- HEPP COLA Fund # 2 - effective April 1, 2015 - for Employees who retired on or before September 30, 2009 shall have an allocation of 0.10% of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Past Retirees Fund").
6. Segregated Fund(s) - it is the intent of the Parties to establish segregated COLA Fund(s), accordingly:
    - It is understood that statutory exemption may be required to establish the COLA Funds as intended and the Plan Settlers agree to make joint application to the Province of Manitoba to seek changes and or exemptions as may be required.
    - The Plan Settlers also agree to make all reasonable efforts to address and resolve any additional statutory or regulatory issues that may pose a barrier to establishing the COLA Fund(s) as intended - including whether the Plan's status as a Specified Multi-Employer Pension Plan (SMEPP) is affected and in need of any changes as a result of additional contributions to the COLA Fund(s).
  7. There shall not be any transfer or allocation of monies from the Active Employees Fund to the Past Retirees Fund without the express agreement of the Plan Settlers.
  8. Surplus monies from the Past Retirees Fund may be transferred to the Active Employees Fund at the discretion of the Plan Trustees.
  9. Contributions to the Past Retirees Fund shall continue as long as required to pay benefits to eligible pensioners. Thereafter, the contributions dedicated to the Past Retirees Fund shall be allocated to the Active Employees Fund.
  10. COLA Payment
    - Earliest Start Date - April 1, 2018.
    - Maximum = 2/3 CPI (Canada) per year.
    - Ad hoc - as Fund will allow.
  11. Implementation Committee - immediately following conclusion of collective bargaining:
    - An Implementation Committee shall be formed consisting of Employer Settlers, Union Settlers and HEPP Administration.
    - The role of the Implementation Committee shall be to discuss, research and develop a model for the implementation of COLA as per the principles set out in this agreement.
    - It is understood that that the Committee may be required to seek legal and/or actuarial advice in doing their work.
    - Following completion of their work the Committee will make recommendations to the HEPP Board of Trustees for their consideration and implementation.

### **23. Re: Regional Nursing Advisory Committee**

The parties agree that a Regional Nursing Advisory Committee (NAC) will be established for the Winnipeg Regional Health Authority (WRHA) and the facilities affiliated therein which are party to this collective agreement. Note: facilities to be listed.

The parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective patient/resident/client care and contributes to a healthy work environment.

It is further agreed it is in the best interests of the Regional Health Authority, the facilities and the nurses to work together to resolve the issues relative to staffing and scheduling, prolonged periods of work (consecutive hours and consecutive shifts), standby assignments, and the use of part time additional shifts and casual shifts as it relates to the creation of permanent positions.

It is further agreed that the Regional NAC will review data relative to use of additional and/or casual shifts, with a view to making recommendations relative to the creation of positions.

It is agreed this structure shall not preclude issues as noted above being brought forward and/or resolved at the facility NAC in accordance with the provisions of 1103.

The Regional Nursing Advisory Committee shall be established and will function in accordance with the following:

- (a) The Regional Health Authority NAC shall be comprised of one (1) nurse from each facility and two (2) nursing members at large appointed by the Union, and senior nursing management representatives of the facilities and the Winnipeg Regional Health Authority, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.
- (b) Where a nurse is required to use her/his own vehicle to travel to attend meetings of this committee at a location other than her/his work site, she/he shall be reimbursed by the Employer in accordance with the prevailing Province of Manitoba mileage rates. It is understood that any increases in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.
- (c) The RHA NAC shall meet as often as mutually agreed by the parties.
- (d) The chair and the secretary of the RHA NAC shall alternate between the parties. The secretary shall be the opposite party to the chair.

- (e) Agendas shall be circulated at least seven (7) calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.
- (f) Minutes of the RHA NAC meetings shall be circulated to members of the committee and shall be approved at the next RHA NAC meeting.
- (g)
  - (i) A nurse(s) with a concern which may be of regional impact may complete and submit a NAC summary report to the Chair of the RHA NAC
  - (ii) If such issue is determined to be of regional impact it will be placed on the agenda of the RHA NAC. If not, it shall be referred to the appropriate site NAC.
- (h) If the decision of the RHA NAC regarding an issue referenced above is unacceptable to the nurse(s) who submitted the issue, or if the RHA NAC is unable to resolve the issue, the matter shall be referred in writing to the Regional Health Authority/ Executive Management Committee. Upon the request of either party, a meeting will be scheduled as soon as reasonably possible.
- (i) The response of the Regional Health Authority Executive Management Committee shall be provided in writing to the nurse(s) and the RHA NAC within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (j) Where in the opinion of the nurse who submitted the issue to the RHA NAC the response from the RHA Executive Management Committee does not resolve the issue it can be referred to an Independent Assessment Committee (IAC) within twenty-one (21) days following the response.
- (k) The IAC shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3<sup>rd</sup>) nurse shall chair the IAC and shall be selected in the following manner:
  - (i) A list of IAC Chairpersons as agreed between the parties shall be appended to this Collective Agreement.
  - (ii) When a Chairperson is required, the Labour Relations Secretariat and the Manitoba Nurses' Union will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided shall be the name following that of the last person utilized.
  - (iii) Should the person whose name is so selected be unable to serve, or where the person would be unsuitable due to connections with the parties or geographic community involved, the next person on the list shall be approached to act as Chairperson.

- (iv) In the event that an individual whose name appears on the list of IAC Chairpersons can no longer serve in that capacity, another individual shall be jointly selected by the Manitoba Nurses' Union and the Labour Relations Secretariat and the list of Chairpersons shall be amended accordingly.
  - (v) Appointments to the IAC shall be confirmed within twenty-one (21) calendar days of the referral.
- (l) A meeting of the IAC to investigate and make recommendations shall be held within thirty (30) calendar days of the IAC's appointment unless a longer time frame is otherwise mutually agreed between the Employer and the Union. Such recommendations shall be provided in writing to the nurse(s), the Regional Health Authority NAC and the Regional Senior Nursing Manager/Senior Nursing Officer within a further fourteen (14) calendar days. The Employer shall convene a meeting of Employer representatives, the Union and representative(s) selected by, and from amongst, the nurses who referred the matter/issues to the NAC, subsequent to the receipt of the report, to review and discuss potential implementation of the recommendations.
- (m) Each party shall bear the cost of its own appointee to the IAC and shall jointly bear the cost of the Chairperson.
- (n) (i) Nurses required to attend IAC meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2409.  
(ii) Nurses who are nominees to an IAC shall be granted leave of absence in accordance with 2409.
- (o) A regular report outlining the activities and deliberations of the RHA NAC/IAC including the number, type and disposition of issues dealt with by the RHA NAC/IAC shall be forwarded to the RHA's Board of Directors (Board).
- (p) The RHA NAC shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the RHA NAC report. The RHA NAC shall provide the nurse(s) with a copy of that portion of the minutes of the Board's meeting relating to issues raised by a nurse(s) under (a) (i) above.

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
BETHANIA MENNONITE PERSONAL CARE HOME INC.  
AND  
BETHANIA NURSES LOCAL 103  
OF THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement
2. Re: Representative Workforce
3. Re: Manitoba Health Premiums
4. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation
5. Re: Shifts of Less than 7.75 Hours - *Not Applicable for Home Care Nurses*
6. Re: Agency Nurses - *Not Applicable for Home Care Nurses*
7. Re: Group Benefit Plans
8. Re: Pensions [Re: Participation in Jointly Trusteed Pension Plan (HEPP)]
9. Re: Employment Security
10. Re: Group Registered Retirement Savings Plan
11. Re: Joint Nursing Council
12. Re: Buyback of Pension Service
13. Re: Article 501
14. Re: Participation in PHCLA/Redeployment
15. Re: Provisions for Part-time Nurses Occupying More Than One Position Within the Sites Comprising the RHA
16. Re: Nurse Practitioner Positions
17. Re: Mentorship
18. Re: Portability
19. Re: Nurse Weekend Worker
20. Re: Increase of EFT
21. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union
22. Re: Letter of Understanding – HEPP COLA Fund
23. Re: Regional Nursing Advisory Committee

FOR THE EMPLOYER:

FOR THE UNION:

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FOR THE MANITOBA NURSES' UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

## **INDEPENDENT ASSESSMENT COMMITTEE (IAC)**

### **Chairpersons as per 1103(k)(i):**

Leanne Bernaerdt  
Nancy Brown

Shirley Delaquis  
Dorothy Froman

Linda Newton

### **WINNIPEG REGIONAL NURSING ADVISORY COMMITTEE (NAC) PARTICIPANTS**

Sharon Home Nurses Local 47  
Tache Nurses Local 49  
Convalescent Home Nurses Local 13  
DCM Nurses Local 60  
Golden West Nurses Local 91  
Fred Douglas Nurses Local 100  
Luther Home Nurses Local 102  
Bethania Nurses Local 103  
Children's Rehab Nurses Local 58  
Middlechurch Nurses Local 116  
Holy Family Nurses Local 136  
Meadowood Nurses Local 140