

**CASE NO. 464/07LRA**

**FIRST COLLECTIVE AGREEMENT**

**BETWEEN: NISICHAWAYASIIHK PERSONAL CARE HOME**

**HEREINAFTER** called the "**Employer**" in the First Part

- and -

**Nisichawayasihk Nurses Local 138 of the Manitoba Nurses' Union**

**HEREINAFTER** called the "**Union**" in the Second Part

This agreement imposed upon the parties by the Manitoba Labour Board, this **4th** day of **January 2008**.

Signed on behalf of the Manitoba Labour Board by

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**C.S. Robinson, Vice-Chairperson**

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**E.M. Black, Board Member**

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**J.R. Moore, Board Member**

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**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 Nisichawayasihk Personal Care Home; and to maintain harmonious relationships between the Care Home 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 Care Home 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 Care Home and the Union mutually covenant and agree as follows:

**ARTICLE 1 - SCOPE AND RECOGNITION**

101           The Care Home recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-6379.

**ARTICLE 2 - EXPIRATION AND RENEWAL**

201           This Collective Agreement shall be for a period of one (1) year, commencing from the date on which the Board imposed the terms and conditions of this Collective Agreement upon the parties.

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.

**ARTICLE 2 - EXPIRATION AND RENEWAL** (Continued)

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 Care Home in one of the occupational classifications described in Appendix "C" attached hereto and forming part of this Agreement, subject to 3507 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 12.

(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 12 but not less than eight (8) hours per bi-weekly period when averaged over a four (4) week period.

(c)       "Casual nurse" as defined in 3201.

303           "Weekend" shall mean Saturday and Sunday.

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

**ARTICLE 3 - DEFINITIONS** (Continued)

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 Care Home, 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 care; the right to direct the work of its nurses; the right to hire, classify, assign to nursing

**ARTICLE 4 - MANAGEMENT RIGHTS** (Continued)

positions and promote; the right to determine job content and the number of nurses in a nursing unit; the right to demote, discipline, suspend, lay-off 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 Care Home, 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 Care Home 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 Care Home shall forward such dues to the Manitoba Nurses' Union by the 15th 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 Care Home also agrees to deduct once annually the amount of any special general assessment made by the Union. The Union shall notify the Care Home, 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.

**ARTICLE 5 - UNION SECURITY AND REPRESENTATION** (Continued)

502           The Care Home 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 over deduction of dues.

503           When a nurse makes known to the Care Home 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 Care Home 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 Care Home 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 Care Home with a list of officers and nurse representatives of the Union, and shall provide the Care Home with a revised list within four (4) weeks of any changes made.

**ARTICLE 5 - UNION SECURITY AND REPRESENTATION** (Continued)

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 Care Home's premises, without prior authorization by persons designated by the Care Home.

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 for in-house negotiations in which both the Union and the Care Home are represented, subject to a maximum number of two (2) nurse representatives or officers of the Union. The time off for a 2nd nurse will be subject to operational requirements of the Care Home.

509 Copies of this Agreement shall be provided by the Union, and the Union will supply a copy to each nurse at the time of hiring unless otherwise agreed between the Care Home and the Union.

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

511 The Care Home 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.

**ARTICLE 5 - UNION SECURITY AND REPRESENTATION** (Continued)

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 Care Home 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 Care Home 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 Care Home 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.

Subject to Article 28 and specifically Article 2803; it is recognized that the Care Home can apply hiring preferences in favour of Nisichawayasihk Cree Nation members and/or members of other First Nations.

**ARTICLE 7 - NON DISCRIMINATION** (Continued)

702           The Care Home 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 Care Home 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 Care Home 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 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 Care Home and the Union agree that no form of abuse of nurses will be condoned in the workplace. Both parties will work together in recognizing 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 Care Home shall notify the Union as soon as reasonably possible after the receipt of the report. Every reasonable effort

**ARTICLE 7A - HEALTH AND SAFETY** (Continued)

will be made to rectify the abusive situation to the mutual satisfaction of the parties.

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 There shall be a policy supporting zero tolerance of staff abuse. Such policy shall address the issue of communication strategies, which may include signage.

7A07 **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 meeting(s) with the nurse to review the provisions of the program to ensure that the work designated is within her/his restrictions and limitations.

**ARTICLE 8 - EMERGENCY, DISASTER, FIRE PLANS**

801 **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.

**ARTICLE 8 - EMERGENCY, DISASTER, FIRE PLANS** (Continued)

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

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 Care Home and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 14 shall apply to overtime hours worked.
- (c) This clause is subject to the Labour Relations Act of Manitoba.

802

**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 Care Home 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. Each newly hired nurse shall receive the appropriate information relative to the emergency, disaster, and fire plans during orientation to the facility. An in service session related to evacuation procedures will be conducted at least once annually.

**ARTICLE 9 - JOINT COMMITTEES**

901           The Care Home 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.

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

902           Every effort shall be made by both parties to schedule meetings of the Union Management Committee, or any other joint meetings, during regularly scheduled work time

(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)       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.

**ARTICLE 9 - JOINT COMMITTEES** (Continued)

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 Care Home 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.

**ARTICLE 10 - GRIEVANCE PROCEDURE**

1001 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 Care Home regarding the application, interpretation or alleged violation of this Agreement.

1002 Unless dismissed or suspended by the Care Home a nurse shall continue to work in accordance with this Agreement until such time as the dispute has been resolved.

1003 A nurse may be accompanied by, or represented by, a Union representative at any stage of the grievance procedure.

1004 A nurse or Union representative shall request permission from her/his immediate superior to leave her/his duties in order to process grievances; she/he shall report to her/his immediate superior upon her/his return; she/he shall be granted this permission when, in the opinion of her/his immediate superior, it

**ARTICLE 10 - GRIEVANCE PROCEDURE** (Continued)

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.

1005 **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 superior 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.

1006 **Step One**

If the dispute is not resolved within the time period specified in 1005 above, the grievor and/or Union representative may, within a further ten (10) days submit the grievance in writing to the Executive Director. The Executive Director 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, may be submitted as Step 1.

1007 **Step Two**

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

1008 For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

**ARTICLE 10 - GRIEVANCE PROCEDURE** (Continued)

- 1009           The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Care Home and the aggrieved nurse and/or the Union.
- 1010           Subject to the provision of 1009 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 11 - ARBITRATION PROCEDURE**

- 1101           In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 10, within ten (10) days of the date upon which the written reply referred to in Article 10 is received from the Executive Director, the matter may then be referred to arbitration as hereinafter set forth.
- 1102           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 1101 above, then the procedure stated below will be followed.
- 1103           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) member 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 member and the two (2) members thus appointed shall, within ten (10) days thereafter, select a third member who shall be Chairperson.

**ARTICLE 11 - ARBITRATION PROCEDURE** (Continued)

- 1104           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.
- 1105           Should the two (2) appointed arbitrators fail within ten (10) days to agree upon a Chairperson, the two (2) arbitrators shall forward a request to the Minister of Labour for Manitoba to select a Chairperson.
- 1106           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 Care Home, 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.
- 1107           The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- 1108           In the event of a grievance alleging unjust lay-off, 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 Care Home during the period of the lay-off, suspension or discharge.

**ARTICLE 11 - ARBITRATION PROCEDURE** (Continued)

- 1109 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.
- 1110 For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.
- 1111 Nothing in this Collective Agreement shall preclude a nurse or the Union committee and the Care Home 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.
- 1112 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.
- 1113 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 12 - HOURS OF WORK**

- 1201 Eighty (80) hours shall constitute a bi-weekly period of work, including meal periods, and rest periods. There shall be a fifteen (15) minute unpaid reporting period at the end of each shift.
- 1202 The meal period will be scheduled by the Care Home and will be one-half (.50) of an hour in duration, unless otherwise mutually agreed between the nurse(s) concerned and the Care Home.

**ARTICLE 12 - HOURS OF WORK** (Continued)

1203 A rest period of fifteen (15) minutes will be allocated by the Care Home during each continuous three (3) hour period of work.

1204 A shift shall be eight (8.0) 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 Care Home. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

1205 Where a nurse cannot arrive as scheduled at the Worksite 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. Where this Article applies, the nurse must check with her/his Supervisor, and if requested, must make best efforts to attend work for at least part of the scheduled shift.

**ARTICLE 13 - SHIFT SCHEDULES**

1301 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 Care

**ARTICLE 13 - SHIFT SCHEDULES** (Continued)

Home. 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 Care Home. Requests for interchanges in posted shifts shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant.

1302 It is understood that any change in shifts or days off initiated by the nurses and approved by the Care Home shall not result in overtime costs to the Care Home.

1303 Night shift shall be considered the first shift of each calendar day in which the majority of hours in the shift are worked after midnight.

1304 Shift patterns shall be planned by the Care Home in meaningful consultation with the nurse(s) concerned and shall, unless otherwise mutually agreed between the nurse(s) concerned and the Care Home, observe the conditions listed hereinafter:

- (a) a minimum of two (2) regular shifts off between assigned shifts as defined in Article 1204 herein.
- (b) a minimum of two (2) consecutive days off at one time except on a changeover from Day shift to Evening shift, when a single day off may be given.
- (c) a minimum of eight (8) days off within each period of four (4) consecutive weeks.
- (d) alternate weekends off shall be granted as often as reasonably possible.
- (e) a maximum of eight (8) consecutive days of work and preferably less between days off.

**ARTICLE 13 - SHIFT SCHEDULES** (Continued)

- (f) nurses who are required to rotate shifts being 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, whenever reasonably possible.
  
- (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 14 - OVERTIME**

1401 Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 12 herein or the normal full-time hours in the rotation pattern for both full-time and part-time nurses. Overtime hours extending

**ARTICLE 14 - OVERTIME** (Continued)

beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1402.

Authorization must be obtained prior to the start of any overtime work except in emergency situations. The Care Home 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.

1402 Overtime shall be calculated at the rate of one and one-half (1.50) times her/his basic salary for the first six (6) 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 six (6) hours in any one (1) day. Overtime shall be calculated at the rate of two (2) times her/his basic salary for all overtime worked on a scheduled day off. However, notwithstanding section 1401 above, all overtime worked on a Recognized Holiday shall be calculated at two and one-half (2.50) times her/his basic salary.

1403 Notwithstanding sections 1401 and 1402 above, whenever a nurse works two (2) consecutive shifts, 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.

1404 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

**ARTICLE 14 - OVERTIME** (Continued)

nurse's request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. All accumulated overtime must be taken as time off or paid out by March thirty-first (31st) 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 subsequent pay period on a separate cheque without a surcharge.

1405 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.

1406 Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.

1407 Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work in accordance with 1401.

1408 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.

**ARTICLE 15 - SHIFT PREMIUM AND WEEKEND PREMIUM**

- 1501 (a) An evening shift premium of fifty cents (\$.50) 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 midnight.
- (b) A night 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 hours in that shift are worked after midnight.
- 1502 A weekend premium of one dollar (\$1.00) 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.
- 1503 When a nurse is on standby, shift premium and weekend premium are payable only for hours actually worked on a call-back.

**ARTICLE 16 – STANDBY/ON-CALL**

- 1601 "Standby/On-Call" shall refer to any period of time duly authorized by the Care Home during which a nurse is required to be available to return to work without undue delay. Call-back shall be limited to the unit(s) for which the nurse is on standby/on-call.
- 1602 Nurses required to be on standby/on-call shall receive two (2) hours basic pay per twelve (12) hour shift or portion thereof.
- 1603 A nurse actually called back to work when she/he is on standby/on-call 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

**ARTICLE 16 – STANDBY/ON-CALL** (Continued)

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.

1604 Standby/on-call allowance shall be paid for any time during which a nurse is actually called back to work.

1605 Assignment of standby/on-call shall be distributed as equitably as possible amongst those nurses qualified for the assignment.

**ARTICLE 17 - BI-WEEKLY NORTHERN ALLOWANCES**

1701 Nurses shall receive 6% Northern Allowance pay on all regular pay, paid bi-weekly.

**ARTICLE 18 – TRANSPORTATION ALLOWANCE/ESCORT DUTY**

1801 A nurse required to return to the facility on a call-back as referenced in 1603 shall receive:

- (a) return transportation provided by the Employer, or
- (b) \$0.41 per kilometre if she/he elects to use her/his own vehicle, subject to a minimum guarantee of \$4.00 and a maximum payment of \$15.00.

1802 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 forty-one cents (\$0.41) per kilometre for all travel from the facility and between work locations;

**ARTICLE 18 – TRANSPORTATION ALLOWANCE/ESCORT DUTY** (Continued)

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

**ARTICLE 19 - VACATION**

1901 Unless otherwise agreed between the nurse and the Care Home, the Care Home will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days equals one (1) calendar week. The dates used to calculate vacation earned shall be from April 1st to March 31st in the following year. 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 Aboriginal Ceremonies, hunting and gathering purposes, or special occasion, as long as adequate notice is given in order to accommodate scheduling.

1902 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 a 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.

1903 (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:

**ARTICLE 19 - VACATION** (Continued)

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

Four (4) additional paid days travel time will be granted each year.

- (b) If a nurse works the Christmas day shift, Christmas night shift or New Year's Eve night shift she/he will be deemed to have earned one (1) extra day vacation in that year.

1904 For the purposes of determining the rate at which vacation entitlement 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/sick leave 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 lay-off of less than eighteen (18) weeks
- (e) educational leave of up to two (2) years
- (f) any period of parenting leave.

**ARTICLE 19 - VACATION** (Continued)

- 1905 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.
- 1906 Terminal vacation pay shall be calculated in accordance with sections 1903 and 1904 and based on the nurse's rate of pay on the date of termination.
- 1907 The Care Home 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 Care Home and the nurse.
- 1908 A nurse must give as much advance notice of vacation requests as possible, and in any event not less than one (1) months notice. Wherever possible, and subject to the amount of earned vacation a nurse has, vacation must be taken in periods of not less than one (1) week duration. The Care Home will make reasonable efforts to accommodate nurses' vacation requests, subject to operational requirements. Where nurses' vacation requests conflict, priority will be given to those nurses having the most seniority within each occupational classification.

**ARTICLE 20 - RECOGNIZED HOLIDAYS**

- 2001 For purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1st), Good Friday, Louis Riel Day, Victoria Day, Canada Day, the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day (December 25th), and Boxing Day (December 26th).

**ARTICLE 20 - RECOGNIZED HOLIDAYS** (Continued)

2002            Whenever a Recognized Holiday falls on her/his scheduled days off, the nurse shall receive an extra day off in lieu thereof.

2003            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 shall receive one (1) day off at her/his basic rate of pay (8 hour).

2004            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.

2005            The Care Home 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.

2006            A nurse may accumulate up to four (4) 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 1301. Unless otherwise agreed between the nurse concerned and the Care Home, accumulated lieu days must be taken within the fiscal year in which they were earned. Lieu days are only accumulated when a Statutory Holiday is worked.

**ARTICLE 21 - INCOME PROTECTION/SICK LEAVE AND WORKERS  
COMPENSATION**

2101 A nurse having accumulated an entitlement to income protection/sick leave may claim basic pay for such income protection/sick leave 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/sick leave 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 2103], or
- (ii) In the opinion of the Care Home, her/his presence constituted a health hazard for patient and/or other employees and she/he was instructed by the Care Home 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 3404.

2102 Each nurse shall accumulate sick leave credits at the rate of ten (10) hours per each full month of employment, (minimum 150 hours work, inclusive of any vacation time). In the event a nurse works less than 150 hours in a month, sick leave credits will be accrued at the rate of one (1) hour for each fifteen (15) hours worked. In each calendar year a nurse shall be entitled to take thirty-six (36) hours sick leave credits for use in the event of family illness.

2103 (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.

**ARTICLE 21 - INCOME PROTECTION/SICK LEAVE AND WORKERS  
COMPENSATION** (Continued)

- (ii) A nurse unable to work because of a work related injury or illness will inform the Care Home 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/sick leave benefits for any period of time deemed to be a “waiting period” by MPI to the extent that Income Protection/Sick Leave credits are available to the nurse.

- (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 Care Home requesting an advance subject to the following conditions:
- (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article 3502 (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

**ARTICLE 21 - INCOME PROTECTION/SICK LEAVE AND WORKERS  
COMPENSATION** (Continued)

seventy percent (70%) of the value of the nurse's accumulated income protection/sick leave credits.

- (vi) The nurse shall reimburse the Care Home by assigning sufficient WCB/MPI payments to be paid directly to the Care Home to offset the total amount of the advance or by repayment to the Care Home 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/sick leave provisions of this Agreement and the Care Home shall recover the total amount of the advance by payroll deduction.
- (viii) Upon request, the Care Home will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Care Home.
- (b) (i) A nurse who has accumulated sufficient income protection/sick leave credits may elect to submit an application to the Care Home requesting that the Care Home 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 3502 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax

**ARTICLE 21 - INCOME PROTECTION/SICK LEAVE AND WORKERS  
COMPENSATION** (Continued)

deduction, Canada Pension Plan contributions and Employment Insurance contributions.

The Care Home's supplement shall be charged to the nurse's accumulated income protection/sick leave credits and such supplement shall be paid until the nurse's accumulated income protection/sick leave 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 Care Home to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Care Home'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 Care Home to ensure the continuation of these benefit plans. The Care Home will contribute its usual contributions to these benefit plans while the nurse contributes.
- (iii) Further to this, the Care Home shall notify Workers Compensation/Manitoba Public Insurance of salary adjustments at the time they occur.

**ARTICLE 21 - INCOME PROTECTION/SICK LEAVE AND WORKERS  
COMPENSATION** (Continued)

(iv) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Care Home must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.

(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 Care Home within the available time periods remaining during that vacation year. If the current annual vacation is not used, then the Care Home has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

2104 The Care Home shall be entitled to recover any income protection/sick leave paid to a nurse if her/his employment is not continued beyond her/his probationary period, from the nurse's final termination cheque.

2105 A nurse who is unable to report for work due to illness shall inform her/his supervisor 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/sick leave benefits for the shift(s) in question.

Prior to Day shift - One (1) hour

Prior to Night shift - Three (3) hours

A nurse returning to work following an absence of one week or more shall inform the Care Home by 1400 hours the day prior to returning to work.

**ARTICLE 21 - INCOME PROTECTION/SICK LEAVE AND WORKERS  
COMPENSATION** (Continued)

- 2106 The Care Home, either at the time of notification by the nurse of claiming income protection/sick leave, or by advance notice prior to future income protection/sick leave claims, may require a medical certificate or report as proof of the validity of any claim for income protection/sick leave and as proof of the nurse's fitness to return to duty. Failure to provide such a certificate when requested may disqualify a nurse from receiving paid income protection/sick leave or may result in a refusal of permission for her/him to resume her/his duties.
- 2107 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/sick leave.
- 2108 At the effective date of this Agreement, each nurse will retain income protection/sick leave entitlement accumulated and not used to that date.
- 2109 A nurse will inform the Care Home in writing when a medical decision is made regarding elective surgery so that staff coverage for her/his intended absence may be arranged. Failure to give such notice shall result in non-entitlement to income protection/sick leave benefits for the period of absence.
- 2110 If hospitalized due to accident or illness while on scheduled vacation, a nurse may utilize income protection/sick leave 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 Care Home within the available time periods remaining during that vacation year. Proof of such hospitalization shall be provided if requested.

**ARTICLE 21 - INCOME PROTECTION/SICK LEAVE AND WORKERS  
COMPENSATION** (Continued)

- 2111           The Care Home will annually, on written request, provide each nurse with a statement of her/his accrued income protection/sick leave credits.
- 2112           Subject to the provisions of 2102, a nurse may use income protection/sick leave for the purpose of providing care in the event of an illness of a spouse, child or parent.
- 2113           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/sick leave, 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 Care Home.

**ARTICLE 22 - LEAVE OF ABSENCE**

- 2201           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 Care Home 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 Care Home shall notify the nurse of her/his decision in writing, within two (2) weeks 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.

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

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 Care Home shall have no obligation to return the nurse to work until such time that the leave of absence would have expired, except as per 2208(g).

2202           Overstaying of leave of absence without valid reason may be deemed as a resignation.

2203           The Care Home 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 one (1) year 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 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. 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.

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.

2204           There shall be no loss of income protection/sick leave accumulations or vacation accumulations up to the date of any leave of absence whether granted with or without pay.

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

2205           Income protection/sick leave and vacation benefits will continue to accrue during any period of an unpaid leave of absence, approved by the Care Home of four (4) weeks or less.

2206           **Professional Leave**

If, in the opinion of the Care Home 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.

2207           **Education Leave**

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

(b)       Where the Care Home requires a nurse to attend educational conferences, workshops, programs or seminars during non-working time, the Care Home 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 may be granted, upon written request, funding up to a maximum of \$200 annually, 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

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

reimbursement of tuition or registration and recommended/required books and shall occur upon satisfactory completion of the workshop, course, or educational program.

2208

**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) **Maternity Leave**

Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:

- (i) 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.
- (ii) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Care Home.
- (iii) the Care Home 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.
- (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)

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with 2801.

(b) **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 Care Home 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 Care Home 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 2201.

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

- (c) 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 Care Home 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 in accordance with 2208 (a), (b), or (c) will be retained and will be available to be taken in the following vacation year.

- (d) Subject to (e) 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.
- (e) 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 Care Home.

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

- (f) Three (3) days of paid leave of absence (24 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave. The nurse will use this leave to replace scheduled hours of work immediately prior to the Sunday of the week the 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.

- (g) A nurse may end maternity or parental leave earlier than the expiry date of the leave by giving the Care Home written notice at least two (2) weeks or one pay period, whichever is longer, before the day the nurse wants to end the leave.

2209

**Union Leave**

- (a) Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Care Home, leave of absence without loss of salary or benefits may be granted subject to operational requirements 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 Care Home for salary, benefits and related payroll costs.
- (b) Subject to four (4) weeks notice, six (6) weeks for Nurse IV, a nurse elected or selected to a full-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress may be granted leave of absence subject to operational requirements without loss of seniority, salary or benefits for a period of

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

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 Care Home for the total recovery of payroll and related costs.

2210 If a nurse is subpoenaed as a witness in a work related matter on her/his scheduled day off, the Care Home and the nurse will mutually agree on alternate time off in lieu.

2211 **Bereavement Leave**

- (a) Bereavement leave of up to five (5) 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; and bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of a father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, 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.

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 (1) day at basic pay will be granted a nurse to attend a funeral as a pallbearer. Necessary time off, up to one (1) day at basic pay may be granted a nurse to attend a funeral as a mourner.

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

Special consideration will be given to requests for leave related to the death of significant other persons under this provision.

- (c) When a family member of a nurse's immediate family becomes ill, the Care Home agrees to allow compassionate leave to such a nurse. The leave shall be of such duration to allow for care and comfort of the nurse's ill relative. It is understood that a request for such a leave be considered on an individual basis by the Care Home and it is understood that this leave is without pay.
- (d) 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.

2212 In the event a nurse is nominated for public office she/he will be placed on unpaid leave of absence from the date of nomination until the date of announcement of the election results by the electoral officer. In the event the nurse is elected she/he shall be deemed to have resigned effective the date of the announcement, and in the event the nurse is not elected, the unpaid leave will terminate effective the date of the announcement.

2213 Nurses shall be allowed the necessary time off with pay to attend citizen court to become a Canadian citizen up to a maximum of one (1) day.

2214 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.

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

2215           **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 Care Home 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, totalling 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.

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

The nurse must give the Care Home 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 spouse or common-law partner of the parent;
  - (iv) or any other person described as family in the applicable regulations of the Employment Standards Code.
  
- (f) Unless otherwise mutually agreed, a nurse may end her/his Compassionate Care Leave earlier than eight (8) weeks by giving the Care Home 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 23.
  
- (h) Subject to the provisions of 2102, a nurse may apply to utilize income protection/sick leave to cover part or all of the two (2) week Employment Insurance waiting period.

**ARTICLE 22 - LEAVE OF ABSENCE** (Continued)

- (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 2211.

**ARTICLE 23 - SENIORITY**

2301 "Seniority" shall be defined as the length of the nurse's continuous employment from the last date on which she/he commenced work with the Care Home, subject to Article 31 herein.

2302 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.

2303 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 2304;
- (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;

**ARTICLE 23 -- SENIORITY** (Continued)

- (v) she/he obtains a term position of fifty-four (54) weeks or less, outside the bargaining unit.

2304

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 Care Home paid income protection/sick leave;
- (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.

2305

The seniority of a nurse will terminate if:

- (i) she/he resigns;

**ARTICLE 23 - SENIORITY** (Continued)

- (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 2506;
- (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.

2306           The Care Home 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 Care Home. Any alleged errors in the list will be reviewed by the Care Home and corrected as soon as possible.

**ARTICLE 24 - NOTICE OF TERMINATION OF EMPLOYMENT**

2401           Employment may be terminated voluntarily by a nurse with four (4) weeks written notice, exclusive of any vacation due.

2402           Employment may be terminated with less notice or without notice:

- (a) by mutual agreement between the nurse and the Care Home for special circumstances [It is agreed that transfer of a spouse of less than four (4) weeks notice shall constitute reasonable cause for lesser notice to be given.], or

**ARTICLE 24 - NOTICE OF TERMINATION OF EMPLOYMENT** (Continued)

- (b) during the probationary period of a newly hired nurse subject to Article 29 herein, or
- (c) in the event a nurse is dismissed for sufficient cause to justify lesser or no notice.

2403 The Care Home may give equivalent basic pay in lieu of notice.

2404 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 25 - LAY-OFF AND RECALL**

2501 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.

2502 Notice of intention of lay-off 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:

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

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

**ARTICLE 25 - LAY-OFF AND RECALL** (Continued)

2503 No lay-off 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. Additional available shifts shall be offered to a nurse on lay-off, before part-time and casual nurses, provided she/he is qualified, competent and willing to perform the required work.

2504 No new nurses will be hired when other nurses are on lay-off except for reasons of a special skill requirement.

2505 All nursing job vacancies, permanent and term, shall be posted in accordance with the terms of this agreement. Nurses on lay-off shall be entitled to apply for these vacancies.

2506 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 Care Home 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.

**ARTICLE 25 - LAY-OFF AND RECALL** (Continued)

2507 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.

A nurse may displace another nurse in a position of equal classification only when she/he has greater seniority in that particular classification than has the other nurse.

2508 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 lay-off.

2509 Accumulated vacation entitlement shall be paid out at time of lay-off except where, prior to the date of lay-off, a nurse has been awarded a term or permanent position which commences within four (4) weeks of date of lay-off.

2510 Nurses who are absent from work due to a leave of absence for any reason shall be advised of lay-off 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 26 - PROMOTION**

2601 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.

**ARTICLE 26 - PROMOTION** (Continued)

- 2602           The nurse's anniversary date of employment prior to promotion shall continue to govern with respect to increments.
- 2603           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 Care Home. 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 Care Home. 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 Care Home.

**ARTICLE 27 - DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE**

- 2701           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. The nurse may be accompanied at the meeting by a Union representative.
- 2702           If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of a nurse, the Care Home shall notify the nurse in writing of the action taken and the reasons.
- 2703           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.
- 2704           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

**ARTICLE 27 - DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE**

(Continued)

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.

2705 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. 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.

2706 There shall be one (1) personnel file maintained by the Care Home for each nurse.

**ARTICLE 28 - VACANCIES, TERM POSITIONS AND NEW POSITIONS**

2801 Subject to section 2802 herein, the Care Home 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 Care Home to apply for same. Such posting shall not preclude the Care Home from advertising outside the site premises. All postings shall state minimum qualifications required, the equivalent to full-time (EFT) and date of closing of the competition. Job descriptions shall be available to applicants on request.

2802 The Care Home 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 24 herein, or

**ARTICLE 28 - VACANCIES, TERM POSITIONS AND NEW POSITIONS** (Continued)

- (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.

2803 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 positions.

2804 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.

2805 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.

2806 **"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, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project. If the Care Home determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 28. This shall not preclude the Care Home from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 31 and 32 when the Care Home decides that a term position is not required.

**ARTICLE 28 - VACANCIES, TERM POSITIONS AND NEW POSITIONS** (Continued)

The Care Home 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 Care Home 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 Care Home shall state on the job posting that the said term position is an "Indefinite Term" which will expire subject to a minimum of two (2) weeks notice, or 1 pay period which ever is longer. 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 2208(g), the Care Home 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:

**ARTICLE 28 - VACANCIES, TERM POSITIONS AND NEW POSITIONS** (Continued)

- (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 Care Home 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 29 - PROBATIONARY PERIOD**

2901 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 Care Home from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Care Home gives written notification to the Union specifying the reason(s) for the extension.

**ARTICLE 30 - PERFORMANCE APPRAISALS**

3001 The Care Home may 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.

**ARTICLE 30 - PERFORMANCE APPRAISALS** (Continued)

- 3002            The nurse shall have an opportunity to read such document.
- 3003            The nurse's signature on such document, if it appears, merely signifies that the contents of the document have been read.

**ARTICLE 31 - SPECIAL UNDERSTANDINGS RE PART-TIME NURSES**

- 3101            All provisions of the Collective Agreement shall apply to part-time nurses, with seniority, sick leave, vacation pay and pay increment eligibility all calculated pro rata based on the nurse's regularly scheduled hours.

**ARTICLE 32 - SPECIAL UNDERSTANDINGS RE CASUAL NURSES**

- 3201            A casual nurse is one called in occasionally by the Care Home to replace a full-time or part-time nurse or to supplement regular staff coverage in situations of unforeseen staff shortage.
- 3202            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.
- 3203            Casual nurses are paid in accordance with the salaries specified in Appendices "A" and "B" and receive a starting salary as described in Article 35.
- 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 2080 regular hours worked. Such increment shall be applied on the first day of the first pay period following completion of 2080 hours.

**ARTICLE 32 - SPECIAL UNDERSTANDINGS RE CASUAL NURSES** (Continued)

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.

3204 Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 14;
- shift premium and weekend premium outlined in Article 15;
- the allowance as outlined in Article 16;
- transportation allowance/escort duty outlined in Article 18;
- the rights outlined in 2704, 2705, 2706;
- the education allowance in 2207(c).

3205 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.

3206 The Care Home 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.

**ARTICLE 32 - SPECIAL UNDERSTANDINGS RE CASUAL NURSES** (Continued)

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

3207 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.

3208 Articles 10 and 11 herein apply only with respect to the terms of this Article.

3209 Casual nurses shall accrue seniority for hours worked only for the purposes of Article 28 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit.

(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. The Care Home shall determine the number of orientation days required.

(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 33 - 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:

3301

**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.

3302

**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.

**ARTICLE 33 - SPECIAL UNDERSTANDINGS RE GRADUATE NURSES, GRADUATE PRACTICAL NURSES AND GRADUATE PSYCHIATRIC NURSES**

(Continued)

- (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.

3303

**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 rate and upon providing proof of registration in Manitoba not later than six (6) months following commencement of her/his employment, shall receive recognition of previous experience as specified in 3503, retroactive to the date of his/her 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 six (6) 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 six (6) months following commencement of her/his employment, shall

**ARTICLE 33 - SPECIAL UNDERSTANDINGS RE GRADUATE NURSES, GRADUATE PRACTICAL NURSES AND GRADUATE PSYCHIATRIC NURSES**

(Continued)

receive recognition of previous experience as specified in 3504, retroactive to the date of his/her 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 six (6) months but before one (1) year the anniversary date shall be the date on which registration is obtained.

**ARTICLE 34 - HEALTH PROGRAM**

3401 Health examinations required by the Care Home shall be provided by the Care Home and shall be at the expense of the Care Home.

3402 Time off without loss of regular pay shall be allowed at a time determined by the Care Home for such medical examinations and laboratory tests, provided that these are performed on the Care Home's premises.

3403 With the approval of the Care Home, a nurse may choose to be examined by a physician of her/his own choice, at her/his own expense, as long as the Care Home receives a statement as to the fitness of the nurse from the physician.

3404 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/sick leave benefits.

**ARTICLE 35 - SALARIES AND INCREMENTS**

3501 Nurses shall be paid in accordance with the salary schedule as outlined in Appendix "A", forming part of the Agreement.

**ARTICLE 35 - SALARIES AND INCREMENTS** (Continued)

3502 Basic or Regular Salary or Pay shall mean the rates of pay shown in Appendix "A" (Salaries) and Appendix "B" (Academic Allowances).

3503 **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:

<b><u>Length of Experience</u></b>	<b><u>Starting Rate</u></b>
Less than 1 year	Start Rate
1 year within past 4 years	1 Year Rate
2 years within past 5 years	2 Year Rate
3 years within past 6 years	3 Year Rate
4 years within past 6 years	4 Year Rate
5 years within past 7 years	5 Year Rate

(b) A nurse employed at a classification above Nurse II 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 start 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

**ARTICLE 35 - SALARIES AND INCREMENTS** (Continued)

worked as a Licensed Practical Nurse within the previous five (5) year period.

- (d) Notwithstanding 3503(c), a nurse returning from a leave of absence who has completed the Registered Nurse program having had previous experience as a Registered Psychiatric Nurse, and who returns to work in the psychiatric area shall receive full recognition for previous experience when placed on the salary schedule.

3504

**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:

<b><u>Length of Experience</u></b>	<b><u>Starting Rate</u></b>
Less than 1 year	Start Rate
1 year within past 4 years	1 Year Rate
2 years within past 5 years	2 Year Rate
3 years within past 6 years	3 Year Rate
4 years within past 6 years	4 Year Rate
5 years within past 7 years	5 Year Rate
6 years within past 7 years	6 Year Rate

3505

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

**ARTICLE 35 - SALARIES AND INCREMENTS** (Continued)

3506

**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 Care Home 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.

3507

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 Care Home 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 Care Home within seven (7) days and negotiations will commence within an additional ten (10) days, which time may be extended by mutual agreement between the Care Home 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 11 Arbitration Procedure herein, commencing at section 1102.

**ARTICLE 36 – EMPLOYEE BENEFIT PROGRAM**

3601           The Care Home is prepared to continue the existing employee benefits plan and will provide MNU with all benefit plan documents.

**APPENDIX "A" – SALARIES**

Effective January 4, 2008 salaries shall be paid as follows:

	<b><u>START</u></b>	<b><u>1 YEAR</u></b>	<b><u>2 YEAR</u></b>	<b><u>3 YEAR</u></b>	<b><u>4 YEAR</u></b>	<b><u>5 YEAR</u></b>	<b><u>6 YEAR</u></b>
Licensed Practical Nurse	43302.640	44719.471	46117.843	47818.031	49376.556	51116.774	52937.102
	3608.553	3726.623	3843.154	3984.836	4114.713	4259.731	4411.425
	20.818	21.499	22.172	22.989	23.738	24.575	25.450

	<b><u>START</u></b>	<b><u>1 YEAR</u></b>	<b><u>2 YEAR</u></b>	<b><u>3 YEAR</u></b>	<b><u>4 YEAR</u></b>	<b><u>5 YEAR</u></b>
Nurse II	56568.519	58542.825	60523.306	62586.960	64604.408	66689.616
	4714.043	4878.569	5043.609	5215.580	5383.701	5557.468
	27.196	28.145	29.097	30.089	31.059	32.062

	<b><u>START</u></b>	<b><u>1 YEAR</u></b>	<b><u>2 YEAR</u></b>	<b><u>3 YEAR</u></b>	<b><u>4 YEAR</u></b>	<b><u>5 YEAR</u></b>	<b><u>6 YEAR</u></b>
Nurse III	58718.391	60698.889	62765.589	64783.037	66655.712	68697.794	70804.557
	4893.199	5058.241	5230.466	5398.586	5554.643	5724.816	5900.380
	28.229	29.182	30.175	31.145	32.046	33.027	34.040

Discussion regarding appropriate placement of current nursing staff on the above salary scale to occur.



**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 preparation is relevant to the position held by the nurse:

\$0.288 per hour for all paid hours (2080 annual 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:

\$0.577 per hour for all paid hours (2080 annual hours)

**APPENDIX "C" - OCCUPATIONAL CLASSIFICATIONS**

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) **L.P.N.** - A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.
- (c) **Nurse III** – A Registered Nurse or Registered Psychiatric Nurse who is responsible for nursing activities and nursing staff either on a permanent basis or for a specified shift(s).

**MEMORANDANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN NISICHAWAYASIIHK PERSONAL CARE HOME AND  
THE MANITOBA NURSES' UNION**

1. **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 forty-five (45) 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 2507 shall apply. Should the nurse choose to not exercise seniority rights under Article 2507, then lay-off in accordance with Article 25 shall apply.

**MEMORANDANDA OF UNDERSTANDING SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT BETWEEN NISICHAWAYASIIHK PERSONAL CARE HOME AND THE MANITOBA NURSES' UNION** (Continued)

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 2203 paragraph two (2).]

2. **Re: 12 Hour Shift**

Wherever the terms of the Memorandum of Understanding conflict with the terms of the Collective Agreement the Memorandum of Understanding applies.

The Care Home and the Union mutually agree that the following conditions and understandings apply regarding the application of the "12 hour" shift schedule pattern:

1. There shall be twenty (20) regular shifts of twelve (12) hours in each three (3) consecutive bi-weekly periods. Each twelve (12) hour shift is to be inclusive of two (2) fifteen (15) minute rest periods and inclusive of two (2) thirty (30) minute meal periods.

There shall be a fifteen (15) minute unpaid reporting period at the end of each shift.

**MEMORANDANDA OF UNDERSTANDING SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT BETWEEN NISICAWAYASIIHK PERSONAL CARE HOME AND THE MANITOBA NURSES' UNION** (Continued)

2. Overtime for full-time nurses shall be authorized time worked in excess of a scheduled 12 hour shift or hours worked in excess of the master shift rotation in effect on the nursing unit, in accordance with Article 14.
3. Overtime for part-time nurses shall be authorized time worked in excess of a scheduled twelve (12) hour shift or eight (8) hour shift respectively or hours worked in excess of the normal full-time hours in two (2) consecutive bi-weekly periods, in accordance with Article 14.
4. A “weekend” shall mean the period from 2330 hours on Friday until 2330 hours on the immediately following Sunday.
5. Income protection/sick leave shall accrue in accordance with the terms of the Collective Agreement. Hours of absence due to income protection/sick leave utilization by the nurse for her/his own illness or the illness of a family member will be calculated in accordance with scheduled hours; i.e. income protection/sick leave used for a twelve (12) hour shift uses twelve (12) hours of accumulated income protection/sick leave credits.
6. **Recognized Holidays**
  - (a) A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.5) times her/his basic salary for all hours worked and, in addition, shall receive an alternate eight (8) hours off at her/his basic rate of pay. Overtime on a Recognized Holiday shall be at double time and one-half.
  - (b) A nurse may accumulate three (3) Recognized Holidays for the purpose of taking two (2) paid 12.00 hour shifts off at one time.

**MEMORANDANDA OF UNDERSTANDING SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT BETWEEN NISICAWAYASIIHK PERSONAL CARE HOME AND THE MANITOBA NURSES' UNION** (Continued)

7. **Vacation**

- The amount of paid vacation that a nurse receives under the 12.00 hour shift schedule pattern is to correspond exactly in hours to the paid vacation on an eight (8.0) hour shift schedule pattern.
8. Pay for bereavement leave will be calculated according to scheduled hours of work missed in accordance with the provisions of Article 2211. It is agreed that the term “working day” shall be deemed to mean twelve (12) hours.
9. Shift and weekend premiums shall be paid in accordance with the Collective Agreement.
10. There must be mutual agreement between the Care Home and the Union to discontinue the 12.00 hour shift schedule pattern. In that case, the provisions regarding Hours of Work and Shift Schedules in the Collective Agreement or some other mutually agreeable variation of the Collective Agreement provisions shall apply.
11. The terms of 1304(g) shall be applicable.