



COLLECTIVE AGREEMENT

BETWEEN

**ST. ADOLPHE PERSONAL CARE HOME INC.
OPERATING AS ST. ADOLPHE PERSONAL CARE HOME**

AND

**ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION**

February 1, 2010 to July 31, 2013

Dear Member:

Your Manitoba Nurses' Union Collective Agreement guarantees your salary and benefits. The provisions in this agreement ensure your right to be treated in a fair and respectful manner in your workplace. Provisions also give you a voice in decision making regarding patient care and allow you to document situations which may be unsafe for nurses and our patients.

Nurses in Manitoba unionized in 1975. This Collective Agreement represents the commitment and hard work of thousands of nurses over the years. We are proud to be able to say that we have one of the best agreements in Canada. As representatives of 97% of nurses in Manitoba, we believe that our voice is the most effective in speaking out for nurses on workplace and patient care issues.

To ensure fair treatment, you must be aware of your rights. Please take the time to read this agreement. If you have any questions, please talk to your Ward Rep or Local/Worksite President. Your Labour Relations Officer can be reached at the MNU Provincial Office. Phone numbers are listed on the back cover of this agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandi Mowat", with a long horizontal flourish extending to the right.

Sandi Mowat
President

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THIS AGREEMENT MADE BETWEEN:

**ST. ADOLPHE PERSONAL CARE HOME INC.
OPERATING AS ST. ADOLPHE PERSONAL CARE HOME
(hereinafter referred to as the "Employer")**

-- and --

**ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION
(hereinafter referred to as the "Union")**

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

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

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

ARTICLE 1 -- SCOPE OF RECOGNITION

101 The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in Manitoba Labour Board Certificate No. 4493.

ARTICLE 2 -- DURATION OF AGREEMENT

201 This agreement shall be in full force and effect from the first day of February, 2010, up to and including the thirty-first day of July, 2013.

202 Either party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new agreement, shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of the Collective Agreement and present its proposals in writing at a meeting between the parties, within thirty (30) days following such notice. If notice is not given as

above, the Collective Agreement shall be automatically renewed without change for a further period of one (1) year.

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

ARTICLE 3 -- DEFINITIONS

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

302 Employment status of nurses shall be defined as:

- (a) A "full-time nurse" is one who works the full prescribed hours of work specified in Article 14.
- (b) A "part-time nurse" is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14.
- (c) "Casual nurse" as defined in 3501.

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

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

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

306 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.

307 "Bi-weekly period" as used herein shall mean any two (2) consecutive weeks constituting a pay period as defined by the Employer.

308 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.

309 "Weekend" shall mean Saturday and Sunday.

310 "Position" shall include occupational classification (salary scale), EFT, and shift description (days, days/evenings, days/nights, evenings, nights).

ARTICLE 4 -- MANAGEMENT RIGHTS

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

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

ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

501 The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. The Employer shall forward such dues to the Manitoba Nurses' Union on or about the 15th day of the following month together with a list of the names of nurses for whom deductions have been made and a list of the names of all nurses newly hired/terminated/on leave of absence for a period of four (4) weeks or longer. If available, electronic copies of the lists will be provided with specifications as per attached memorandum.

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

502 The Employer agrees to deduct union dues and the amount of any special general assessment in arrears upon receiving written authorization from the Union, and the Union agrees that all nurses to which the foregoing applies

shall be given advance notice of the requested adjustment; and the Union further agrees to make refunds to nurses in the event of an overdeduction of dues.

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

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

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

506 The Union will supply each nurse in the bargaining unit with a copy of this Agreement.

A representative of the Union shall be granted not less than thirty (30) minutes with newly hired nurses for the purpose of familiarizing them 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.

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

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 Employer are represented, subject to a maximum number of two (2) nurse representative or officer of the Union per Nursing Home.

509 The Employer agrees to provide bulletin board space in the premises for the use of the Union. All material shall be submitted to the Employer to be approved and initialled before posting.

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

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

ARTICLE 6 -- CONTINUANCE OF OPERATIONS

601 The Union agrees that during the life of this Agreement there shall be no strike, slow down of work, suspension or picketing or any other interference with the Employer's business, and to this end the Union will take affirmative action to prevent any nurse covered by this Agreement from slowing down her/his work, or suspending or picketing or otherwise interfering with the Employer's business. The Employer agrees that for the duration of this Agreement, there shall be no lockout.

ARTICLE 7 -- NON DISCRIMINATION

701 It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practiced by the Employer or any nurse by reason of age, religion, race, colour, national origin, political or religious affiliation, gender, pregnancy, sexual orientation, marital status, place of residence, family relationship, physical or mental disability, nor by reason of her/his membership or non-membership or activity in the Union, except as may be allowed under the Manitoba Human Rights Code.

702 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union. The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment set out in the Respectful workplace Policy as may be amended by the Employer from time to time.

ARTICLE 7A -- HEALTH AND SAFETY

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

7A02 In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of occupational health and safety in the workplace and will provide safety

and personal protective equipment where required and install safety devices where necessary.

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

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

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

7A05 At the request of a nurse and when funded by Government, the Employer shall provide/facilitate, 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 Respectful Workplace policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Workplace Health & Safety Committee. Such policy shall address the issue of communication strategies, which will include signage.

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 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. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

7A08 **Whistle Blowing Protection** - Nurses who exercise their rights in accordance with the Public Interest Disclosure Act shall not be subject to discipline or reprisal.

ARTICLE 8 -- TECHNOLOGICAL CHANGE

801 Should the Employer find it necessary in the interest of resident care, reduction of costs, or increased efficiency;

- (a) to introduce technological change by altering methods or utilizing different equipment, or
- (b) in the case of qualified bargaining unit members being unavailable to perform the required work, to transfer work to outside agencies or third parties, and
- (c) if such change will displace or affect the classification of nurses in the bargaining unit, the Employer will notify the Union at least sixty (60) days in advance of such change and will meet and negotiate with them reasonable provisions to protect the interest of nurses so affected.

Failing agreement, such matters may be referred to arbitration subject to Article 13 herein.

ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT

901 Should the Employer find it necessary in the interest of resident care, reduction of costs, or increased efficiency, to change the general overall function of a nursing unit, the Employer shall notify the nurses and the Union at least sixty (60) days in advance, if reasonably possible, in order that the Employer and the Union may enter into a discussion to ensure as smooth a transition as possible for the nurses affected.

ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS

1001 Emergency

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

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

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

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

1002 Drills

- (a) Facility disaster, emergency or fire plans brought into effect by drill shall override the provisions of this Agreement provided always that where overtime is worked by reason of a disaster or fire drill, equivalent time off will be granted.
- (b) The importance of regular disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is encouraged.
- (c) Fire drills and equipment testing shall be held in accordance with the Manitoba Fire Code, and be in compliance with Manitoba Health Long Term Care Standards. A review of written disaster plan exercises will be conducted every 1-3 years according to facility policy which also meets Manitoba Health Long Term Care Standards. The Facility will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the Facility's emergency, disaster, and fire plans during orientation to the Facility. An inservice session related to evacuation procedures will be conducted at least once annually.

ARTICLE 11 – JOINT COMMITTEES

1101 Union Management Committee

The Employer and the Union agree to establish and maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include the Executive Director and/or Administrator/Director of Care; 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 Employer and the Union regarding matters of mutual concern including staffing and workload issues and nursing practice issues.

1102

- (a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Union Management Committee and any other 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.

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

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

ARTICLE 12 -- GRIEVANCE PROCEDURE

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

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

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

1204 A nurse or Union representative shall request permission from the Director of Care or designate to leave her/his duties in order to process grievances; she/he shall report to the Director of Care or designate upon her/his return; she/he shall be granted this permission when, in the opinion of the Director of Care or designate, it will not prejudice care or student education or require any

staff replacement in either area. She/he shall not suffer loss of salary when engaged in such activities during regular working hours.

1205 Discussion Stage -

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

1206 Step One –

If the dispute is not resolved within the time period specified in 1205 above, the grievor and/or Union representative may, within a further ten (10) days submit the grievance in writing to the Administrator/Director of Care or designate. The Administrator/Director of Care or designate shall reply in writing within ten (10) days of receipt of the written grievance.

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

1207 Step Two --

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

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

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

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

1211 At any stage, either of the parties may request a meeting between the Union and the Employer to discuss the matter of the grievance without prejudice to their respective positions. The parties will attempt to resolve the dispute prior to referral to Arbitration.

ARTICLE 13 -- ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

1309 Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, shall be borne by the respective parties incurring such costs, but the costs of the arbitrator or of the chairman of the arbitration board shall be borne by the parties hereto in equal shares.

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

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

1312 Nurses whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work.

In the event that the Employer requires a nurse to attend an arbitration hearing or if such hearing is held on the Employer's premises, the nurse shall not suffer any loss of salary as a result.

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

ARTICLE 14 -- HOURS OF WORK

1401 A maximum of eighty (80) hours shall constitute a bi-weekly period of work including one-half (.50) of each meal period and including rest periods, but excluding one-half (.50) of each meal period.

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

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

1404 A shift shall be a maximum of eight (8) hours inclusive of one-half (.50) of the meal period and two (2) rest periods, but exclusive of one-half (.50) of the meal period.

This clause shall not, however, prevent trial and implementation of changes in shift lengths if mutually agreed between the Union acting on behalf of the nurses whose shifts will be affected and the Employer. Any such agreements shall take the form of an addendum attached to and forming part of this Agreement.

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

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

1407

- (a) A part-time nurse shall receive pay for a full shift if lateness of arrival, of less than one and one-half (1.50) hours from the commencement of the shift, occurs due to the nurse receiving insufficient notice to report for duty by the Administrator/Director of Care or the Executive Director.
- (b) Following the commencement of a shift, if the Administrator/Director of Care or Executive Director requests that a part-time nurse report for duty, the nurse shall be paid from the time of notification, provided that she/he reports for duty within one and one-half (1.50) hours of such notification.

ARTICLE 15 -- SHIFT SCHEDULES

1501 Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the nurse(s) concerned and the Employer. Requests for specific days off duty shall be submitted in writing at least two (2) weeks prior to posting and granted, if possible in the judgment of the Employer. Requests for interchanges in posted shifts or portions thereof, shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant. A decision will be communicated to the Nurse(s) without delay, when requests are received.

1502 It is understood that any change in shifts or days off initiated by the nurses and approved by the Employer shall not result in overtime costs to the Employer.

1503 Shift patterns for each nursing unit shall be planned by the Employer in consultation with the nurse(s) concerned and shall, unless otherwise mutually

agreed between the nurse(s) concerned and the Employer, observe the conditions listed hereinafter:

- (a) A minimum of fifteen (15) hours off between scheduled shifts;
- (b) Employer attempting to grant a minimum of forty -seven (47) consecutive hours off at one time if reasonably possible;
- (c) A minimum of eight (8) days off within two (2) consecutive bi-weekly periods;
- (d) Alternate weekends off shall be granted as often as reasonably possible;
- (e) Nurses shall work permanently on one (1) of the three (3) shifts, or if required to rotate, shall be assigned to work either Day shift and Evening shift or Day shift and Night shift. Where possible, there shall be as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern. Where possible, no nurse shall be required to remain on Evening and/or Night shift for a period longer than two (2) weeks when they are required to rotate;
- (f) A maximum of seven (7) consecutive days of work between days off and preferably less;
- (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 resident 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.

1505 The shift commencing at or about midnight shall be considered as the first shift of each working day.

ARTICLE 16 -- OVERTIME

1601 Overtime shall be time worked in excess of the daily or bi-weekly hours of work as specified in Article 14. For purposes of overtime calculation, a day shall be defined as the twenty-four (24) hour period commencing with the start of the nurse's shift.

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

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

1603 Notwithstanding sections 1601 and 1602 above, whenever a nurse works two (2) consecutive shifts, she/he shall receive pay at the rate of double her/his basic salary for the second shift, except when the second consecutive 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 second shift.

1604 At the nurse's request, overtime shall be banked to a maximum of sixty (60) hours and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. If hours are banked at overtime rates the total hours banked still cannot exceed sixty (60) hours. At the 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.

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

1606 Time worked as a result of the time changeover from Central Standard Time to Daylight Saving Time and vice versa shall be paid at the rate of straight time for actual hours worked.

1607 A nurse who works overtime for a period in excess of two (2) hours immediately following her/his regular shift shall be provided with a meal, or if this is not possible, a meal allowance of five dollars (\$5.00) shall be provided.

1608 Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work in accordance with 1601.

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

- (a) An Evening shift premium of one dollar (\$1.00) per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and the next succeeding 2400 hours.
- (b) A Night shift premium of one dollar and seventy-five cents (\$1.75) [one dollar ninety cents (\$1.90) effective October 1, 2012; two dollars and five cents (\$2.05) effective March 31, 2013] shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

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

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

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

1704 A weekend premium of one dollar and thirty-five cents (\$1.35) [one dollar and fifty cents (\$1.50) effective October 1, 2012; one dollar and sixty-five cents (\$1.65) effective March 31, 2013] per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

1705 The above premiums are applicable to any overtime hours worked whether paid in money or time off.

ARTICLE 18 -- STANDBY (ON CALL)

1801 "Standby" or "on call" shall refer to any period of time duly authorized in writing by the Employer during which a nurse who is off duty is required to be available to return to work without undue delay.

1802 Nurses required to be on standby shall receive one (1) hour basic pay per eight or twelve (8/12) hour shift or portion thereof.

1803 A nurse actually called back to work when she/he is on call shall be paid for hours worked at overtime rates of pay or may, by mutual agreement between the nurse and the Employer, be granted time off which is equivalent to overtime rates of pay. The nurse shall be guaranteed a minimum of three (3) hours at overtime rates, except when called in within three (3) hours of the commencement of her/his next shift.

1804 Assignment of standby shall be distributed as equitably as possible amongst those nurses qualified for the assignment.

ARTICLE 19 – RESPONSIBILITY PAY

1901 A nurse temporarily assigned to perform all or substantially all of the duties of a more senior classification or a nurse designated as being "in charge" will receive an allowance of seventy cents (\$0.70) [eighty-five cents (\$0.85) effective October 1, 2012; one dollar (\$1.00) effective March 31, 2013] for each hour worked.

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

1903 This allowance shall be paid to one (1) Nurse in each facility on each shift except in the case of there being a Nurse III or out of scope Nurse Manger in the facility.

ARTICLE 20 – TRANSPORTATION ALLOWANCE/ESCORT DUTY

2001 A nurse who is required to terminate or commence her/his shift between the hours of 0001 and 0600 hours and who does not have her/his own

transportation, will have transportation provided by the Employer at no cost to the nurse if such transportation is available.

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

- (a) return transportation provided by the Employer, or
- (b) prevailing Province of Manitoba mileage rates if she/he elects to use her/his own vehicle,

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

- (a) She/he shall be reimbursed at current St. Adolphe Personal Care Home rates for all travel from the facility and between work locations;
- (b) She/he shall be reimbursed for parking expenses incurred away from the facility during the course of the authorized business.

When the Province of Manitoba mileage rates are increased, the Employer will adjust the rates retroactive to the date the Provincial rates take effect.

Note: Current St. Adolphe Personal Care Home rate is \$0.425/km.

ARTICLE 21 -- VACATIONS

2101 Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days (forty hours) equals one (1) calendar week. The dates used to calculate vacation earned shall be from mid June of one year to mid June the following year pending pay periods in the following year. Vacation earned in any vacation year is taken in the following vacation year unless otherwise agreed between the nurse and the Employer.

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

2103 Nurses shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

Length of Employment

Rate at Which Vacation Earned

In the first three (3) years	Fifteen (15) days/3 weeks (120 hours) per year
In the fourth (4th) to tenth (10th) year inclusive	Twenty (20) days/4 weeks (160 hours) per year
In the eleventh (11th) to twentieth (20 th) year inclusive	Twenty-five (25) days/5 weeks (200 hours) per year
In the 21 st and subsequent years	Thirty (30) days/6 weeks (240 hours) per year

2104 In recognition of length of service, each nurse shall receive an additional five (5) days of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e.; 25th, 30th, 35th 40th, etcetera).

2105 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 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 one (1) year
- (b) any period of Workers' Compensation up to two (2) years
- (c) any period of unpaid leave of absence of up to four (4) weeks
- (d) any period of layoff of less than eighteen (18) weeks
- (e) educational leave of up to one (1) year
- (f) any period of parenting leave.

2106 Nurses on Workers Compensation will continue to accrue paid vacation for a period of one (1) year.

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

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

2109 The Employer shall be responsible for posting the vacation entitlement lists, along with a list of the number of nurses in each occupational classification that may be scheduled for vacation at one time, in an accessible location, by March 1st of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at June 1st of that year. Beginning April 15th of each year, the Employer shall arrange an appointment with each nurse, in order of seniority, so that the nurse may indicate her/his choice of vacation dates, in writing. All of the nurse's earned vacation must be chosen at this time except for

the three (3) days as per 2101. These appointments shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date. The selected/approved vacation schedule shall be updated on an ongoing basis and shall be posted daily in an accessible location. Once a nurse's vacation selection has been approved, it shall not be changed unless by mutual agreement and without displacing the request of another nurse. Except in extenuating circumstances, a nurse who fails to indicate her/his choice of vacation dates in accordance with the above, shall have her/his vacation scheduled by the Employer. To the extent that it finds possible, the Employer shall give priority to those nurses in each occupational classification having the most seniority within the facility. The approved vacation schedule will be posted no later than May 1st. Approved vacation schedules shall not be changed unless mutually agreed upon by the nurse and the Employer.

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

2110 Vacation pay shall be paid to full-time and part-time nurses on regular pay days which fall during the period of vacation.

2111 The Employer shall notify each nurse, prior to her/his vacation, of the date and time upon which she/he is to report back to work following her/his vacation, but this will not preclude the making of a change during the nurse's vacation period if mutual agreement is reached between the Employer and the nurse.

ARTICLE 22 -- RECOGNIZED HOLIDAYS

2201 For the purpose of this Agreement, Recognized Holidays with pay shall be:

New Year's Day (January 1 st)	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day (November 11 th)
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)

And any other statutory holidays declared by federal or provincial authority.

2202 Whenever a Recognized Holiday falls on her/his scheduled days off or during a week her/his vacation, it is understood that this day off in lieu shall be

banked in accordance with Article 2206 or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse.

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

2204 A day off given in lieu of a Recognized Holiday shall, whenever reasonably possible, be added to a weekend off.

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

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

2206 A nurse may accumulate four (4) Recognized Holidays to be taken consecutively with scheduled days off or to complete a partial week of vacation. Unless otherwise mutually agreed between the nurse(s) concerned and the Employer, accumulated Recognized Holidays must be taken within the calendar year at a mutually acceptable time.

2207 Unless otherwise mutually agreed, a nurse who is assigned to work a weekend shall be assigned and will work on a Recognized Holiday that falls on the Friday or Monday consecutive with that weekend.

ARTICLE 23 -- INCOME PROTECTION IN CASE OF ILLNESS

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

- (i) She/he was unable to work because of an incapacitation due to accident or illness, however, a nurse cannot receive income protection benefits for any period of time during which she/he is eligible for wage loss benefits from either the Workers Compensation Board or the Manitoba Public Insurance as a result of a motor vehicle accident [subject to 2303], or

- (ii) In the opinion of the Employer, her/his presence constituted a health hazard for patient and/or other employees and she/he was instructed by the Employer to leave her/his place of duty; or
- (iii) She/he attends an appointment related to a special medical/dental examination and/or treatment, subject to 3703.

2302 Each nurse shall accumulate income protection at the rate of one and one-quarter (1.25) days for each full month of employment to a maximum of one hundred and sixty (160) days.

2303 A nurse who has completed the probationary period who is unable to perform her/his work by reason of an accident or illness not fully covered by income protection, upon providing an acceptable medical certificate, shall be granted unpaid leave of absence as required for recovery; subject to review at three (3) months, or lesser intervals, at the discretion of the Employer.

2304

- (a)
 - (i) A nurse who becomes injured or ill in the course of performing her/his duties must report such injury or illness as soon as possible to her/his immediate supervisor.
 - (ii) A nurse unable to work because of a work related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the nurse by WCB.

Where a nurse is unable to work because of injuries sustained in a motor vehicle accident she/he must advise her/his supervisor as soon as possible and she/he must submit a claim for benefits to the Manitoba Public Insurance (MPI). The nurse shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.

- (b)
 - (i) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, D & R plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as

defined in Article 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

The Employer's supplement shall be charged to the nurse's accumulated income protection credits and such supplement shall be paid until the nurse's accumulated income protection credits are exhausted, or until 119 calendar days have elapsed since the first day of supplement, whichever is less.

- (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, *long term disability plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
- (iii) Further to this, the Employer shall notify Workers Compensation/Manitoba Public Insurance of salary adjustments at the time they occur.
- (iv) In accordance with Section 41(6)(b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the WCB by January 1, 1994 so that the WCB may determine whether or not the supplements referenced in 2303(b)(i) shall continue in effect after January 1, 1995.
- (v) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.
- (c) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the provisions of 7A07 shall apply.
- (d) A nurse who is on D&R/WCB/MPI prior to the commencement of her/his vacation shall, upon her/his request, have her/his vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. If the nurse's current

annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may elect to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time), however the nurse will not be allowed to select this vacation on the basis of seniority.

2305 A nurse shall be required to reimburse the Employer for any income protection paid to her/him if her/his employment is not continued beyond her/his probationary period.

2306 A nurse who is unable to report for work due to illness shall inform her/his supervisor prior to commencement of her/his next scheduled shift(s). A nurse who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to Day shift --	One and one half (1.5) hour
Prior to Evening shift --	Four (4) hours
Prior to Night shift --	Four (4) hours

A nurse returning to work following an absence of one (1) week or more shall inform the Employer by 1400 hours the day prior to returning to work.

2307 The Employer reserves the right to require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's ability to perform her/his regular duties. Failure to provide such a certificate when requested may disqualify a nurse from receiving paid income protection and may result in a refusal of permission for her/him to resume her/his duties. Any costs associated with obtaining medical or doctor certificates associated with this clause shall be at the expense of the Employee unless otherwise paid for by WCB or MPI.

2308 The Employer and the Union agree to utilize the Staff Management Committee to discuss any problems associated with income protection benefits.

2309 Days off and 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.

2310 A nurse will inform the Employer in writing, with a minimum of two (2) weeks notice where reasonably possible, 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 benefits for the period of absence. Where a nurse has been provided necessary time off due to scheduled surgery and where the surgery is subsequently cancelled, and where the Employer has

made arrangements for alternate staffing to cover the anticipated absence, the Employer shall have the right to cancel the relief shifts.

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

2311 At the effective date of this Agreement, each nurse will retain income protection entitlement accumulated and not used to that date.

2312 The Employer will annually, on written request, provide each nurse with a statement of her/his accrued income protection credits.

2313 A nurse may use up to five (5) days income protection in any one (1) calendar year for illness of a spouse, child, or parent (including in-law). The Employer reserves the right to require a medical certificate as proof of the validity of this claim for income protection.

2314 If hospitalized due to accident or illness while on scheduled vacation, a nurse may utilize income protection to cover the hospitalization and/or post-hospitalization period, and the displaced vacation shall be re-scheduled. Proof of such hospitalization shall be provided if requested.

ARTICLE 24 -- LEAVE OF ABSENCE

2401 The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the agreement; however, requests for education leave will be given special consideration. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of her/his decision in writing, within one (1) week of receipt of the request. Requests for extension of educational leave, maternity leave, paternity leave, adoption leave, and bereavement leave will be granted if reasonably possible.

Where a nurse requests to return to work prior to the expiry of the leave of absence as set out in the approved request, the Employer shall have no obligation to return the nurse to work until such time that the leave of absence would have expired, except as per 2407 (g).

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

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

2402 For leaves of absence of sixty (60) weeks or less, the nurse shall be returned to work with no change in employment status (i.e. full-time, part-time) except as otherwise mutually agreed between the nurse concerned and the Employer. Such nurse shall be placed in the same occupational classification and at the same increment level on her/his salary schedule but she/he cannot be assured of being returned to the same nursing unit or shift.

For leaves of absence exceeding sixty (60) weeks in duration, the nurse shall be returned to work in any position covered by this Agreement with no change in employment status (i.e. full-time, part-time) except as otherwise mutually agreed between the nurse concerned and the Employer, and she/he shall be reinstated at her/his previous salary, provided that such salary shall not exceed the maximum for the position in which she/he is placed. Notwithstanding 3001, a nurse not placed in her/his former position will be given consideration over other nurses for the first vacancy made available to her/him in a similar position.

2403 There shall be no loss of income protection accumulations or vacation accumulations up to the date of any leave of absence whether granted with or without pay.

2404 Income protection will continue to accrue during any period of a leave of absence, approved by the Employer of four (4) weeks or less.

2405 Professional Leave - If, in the opinion of the Employer, it is in the best interests of patient care, nurses may, whenever practicable, be granted time off with pay in order to attend professional or educational meetings, conventions, workshops and institutes.

2406 Where the Employer requires a nurse who is scheduled to work to attend educational conferences, workshops or programs (including certification and/or re-certification in C.P.R.) during working hours, the Employer shall pay registration or tuition fees, related expenses as authorized by the Employer, and salary of the nurse concerned at straight time rates.

Where the Employer requires a nurse who is not scheduled to work to attend educational conferences, workshops or programs (including certification and/or re-certification in C.P.R.) during non-working time, the Employer shall pay registration or tuition fees, related expenses as authorized by the Employer, and shall pay the nurse for the time of such attendance at straight time rates.

Educational Development:

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

2407 Parenting Leave:

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

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

A. Maternity Leave Plan "A"

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

- (a) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.
 - (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
 - (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.
- B. Maternity Leave Plan "B" Provided Employer is provided with appropriate funding.
1. In order to qualify for Plan B, a pregnant nurse must:
 - (a) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave.
 - (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
 - (c) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the nurse has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
 - (d) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.
 2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return

to work, except that where a nurse is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment; and

- (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified as per C.6 below.
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (d) In the event the nurse does not complete the full period of service as required under Part (a) and (b) above, she shall repay a portion of the “top up” as follows:

Monetary value of top up provided
 (value is based on hours paid at regular number of hours
rate of pay in 6 months prior to leave) X not worked
 Hours of service required to be worked
 (based on monetary value)

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

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

C. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

- (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to fifty-four (54) weeks inclusive of vacation as specified in (C 2.) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with 2401.
2. Except as outlined below, any nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

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

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

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

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

days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

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

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

2408 Union Leave -

- (a) Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress meetings or seminars. It is understood that the Manitoba Nurses' Union will reimburse the Employer for salary, benefits and related payroll costs.
- (b) Notwithstanding the above, a nurse elected or selected to a full-time position with the Manitoba Nurses' Union, or any organization with which the Manitoba Nurses' Union is affiliated, shall be granted leave of absence for up to one (1) year.

2409 Jury and Witness Duty - A nurse required to serve as a juror or witness in any court of law shall receive leave of absence at her/his basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

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

2410 Bereavement Leave -

- (a) Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, stepchild, parent, step-parent, sibling, father-in-law, mother-in-law, grandparent, grandchild, 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, provided interment occurs within seven (7) days of the death or four (4) calendar days following the death, whichever is the greater. Bereavement leave

may be extended by up to two (2) additional working days as may be necessitated by reason of travel of greater than 250 kilometers to attend the funeral.

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

- (b) Necessary time off, up to one (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, at the Employers discretion. Special consideration will be given to requests for leave related to the death of significant other persons under this provision.

2411 Examination Leave - Upon request, a nurse shall be granted a leave of absence without pay on the day immediately preceding and/or the day of her/his writing of a registration or licensing examination.

2412 Leave re Public Office - A nurse will be granted unpaid leave of absence to enable her/him, if nominated, to campaign for public office.

2413 Pre-retirement Leave -

- (a) Full-time nurses who:
- (i) retire at age sixty-five (65) years; or
 - (ii) retire after age sixty-five (65) years; or
 - (iii) have completed at least ten (10) years continuous employment and retire after age sixty (60) years but before age sixty-five (65) years; or
 - (iv) terminate employment at any time due to permanent disability

shall be granted paid pre-retirement leave on the basis of three (3) days per year of employment.

- (b) Calculation of pre-retirement leave entitlement shall begin from the date of the nurses last commencing employment at the Facility and shall be based on the nurse's total seniority on the date of retirement.

- (c) Part-time nurses who:
- (i) retire at age sixty-five (65) years; or
 - (ii) retire after age sixty-five (65) years; or
 - (iii) have completed at least ten (10) years continuous employment and retire after age sixty (60) years but before age sixty-five (65) years; or
 - (iv) terminate employment at any time due to permanent disability

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

$$\frac{\text{Regular Hours Paid From Last Date of Employment}}{\text{Annual Full-time Hours}} \times \text{Entitlement of a Full-time Nurse}$$

- (d) Payment shall, at the option of the nurse, be made in a lump sum or as a continuation of salary until the scheduled retirement date.

2414 Leave re Citizenship - Nurses shall be allowed up to 1 day off with pay to attend citizenship court to become a Canadian citizen. The nurse shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

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

2416 Compassionate Care Leave:

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

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

- (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as any family member recognized under the Compassionate Care Benefits provision of the Employment Insurance Act: (Appendix "D")
- (i) a spouse or common-law partner of the nurse where "common-law partner" of a nurse means a person who, not being married to the nurse, is cohabiting with him or her in a conjugal relationship of some permanence
 - (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 the nurse and the Employer otherwise mutually agreed, a nurse may end her/his Compassionate Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice of his or her expected return. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation.
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.
- (i) Subject to the provisions of 2302, a nurse may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.

ARTICLE 25 -- SENIORITY

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

2502 Seniority shall be considered as a factor in vacancy selection (including promotion and transfer), demotion, and if all other posted selection criteria are equal, it shall be considered as the governing factor. Seniority of a nurse relates to the seniority of other nurses in the same category.

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

- (i) she/he is on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) she/he is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D & R, for a period of more than two (2) years from the date of the first absence from work related to the injury or illness; this period shall be for a maximum of four (4) years.
- (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 two (2) years;
- (v) she/he obtains a term position of fifty-four (54) weeks or less, outside the bargaining unit.

2504 The seniority of a nurse will be retained and will accrue if:

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

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

- 2505** The seniority of a nurse will terminate if:
- (i) she/he resigns;
 - (ii) she/he is discharged, and not reinstated under the grievance procedure;
 - (iii) she/he is laid off for more than two (2) years;
 - (iv) she/he fails to report for duty within seven (7) days after notification to do so, subject to Article 2706;
 - (v) she/he fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason.
 - (vi) she/he obtains a permanent position outside the bargaining unit; or a term position outside the bargaining unit which is greater than fifty-four (54) weeks.

2506 A nurse transferring from one Facility of the Employer to another Facility of the Employer shall retain her/his seniority and accrued benefits.

2507 If a nurse is retained beyond the probationary period, her/his seniority will date from the first day of employment with the Employer.

2508 The Employer shall once annually provide the Union with a list of the names of nurses within the scope of this Agreement together with the length of each nurse's continuous employment with the Facility. Any alleged errors in the list will be reviewed by the Employer and corrected as soon as possible.

ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT

2601 Employment may be terminated voluntarily by a nurse or for just cause by the Employer subject to two (2) calendar weeks written notice of intention to terminate.

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

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

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

2604 Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of her/his employment and by the next pay day following completion of her/his last working shift, receive pay in lieu of unused vacation, and all salary earned to date of termination.

ARTICLE 27 -- LAYOFF AND RECALL

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

2702 Two (2) weeks written notice of intention of layoff or equivalent pay thereof shall be given by registered mail or personal service to the nurse(s) concerned and a copy of the notice forwarded to the Union.

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

Notwithstanding Article 3406, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided she/he is qualified, competent and willing to perform the required work. The available shifts accepted by the nurse on layoff may equal the nurse's regular EFT commitment.

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

(a) vacation pay shall be calculated in accordance with section 2103 and shall be paid at the prevailing rate for the nurse on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay,

(b) income protection accumulation shall be calculated as follows:

Additional available hours worked by the laid-off nurse -----	X	Entitlement of Full-time Nurse
Full-time hours		

(c) in the event the layoff is longer than twenty-six (26) weeks, seniority shall be calculated in accordance with regular hours worked,

(d) the nurse shall be paid four point six two percent (4.62%) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,

(e) participation of Full time and Part time staff in benefit plans is subject to the provisions of each plan.

Any period of time during the layoff when the nurse works additional available shifts or works in a term position shall not extend the two (2) year period referenced in Article 25.

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

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

2705 Nurses are to be recalled in seniority order. Such recall shall be made by registered mail and shall provide for a minimum of one (1) week's notice to report back to work. Each nurse thus recalled will contact the Department of Nursing not later than the third (3rd) day prior to the date on which she/he is due to return to work.

Failure to notify as above shall result in the nurse being placed last on the recall list.

2706 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent and the incumbent will be entitled to exercise her/his seniority rights, subject to her/his ability, performance, and qualification, to displace a nurse in a position of equal classification. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.

2707 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 provided to the President of the Local upon request during the period when any nurses are on layoff.

2708 The provisions of Article 27 (excluding Article 2707) shall be applied on a facility by facility basis, i.e., in the event of layoff, recall, deletion of positions, the seniority rights of nurses shall be operative within the facility in which the layoff, recall, deletion of positions occurred; however, the said seniority rights may not be utilized to displace nurses who are employed in another facility of the Employer.

2709 Nurses who are absent from work due to a leave of absence for any reason shall be advised of layoff or deletion of their position in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

ARTICLE 28 -- PROMOTION

2801 A nurse receiving a promotion will commence at the greater of the minimum salary of the new position or one (1) increment step above her/his salary previous to the promotion.

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

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

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

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

2902 If the action referred to in clause 2901 above results in a written warning, suspension, demotion or dismissal of a nurse, the Employer shall notify the nurse in writing of the action taken and the reasons either by registered mail or personal service.

2903 A nurse shall be given a reasonable opportunity to examine any document which is placed in her/his personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against her/him, and her/his reply to any such document shall also be placed in her/his personnel file. Upon written request the nurse shall also receive an exact copy of such document.

2904 A nurse accompanied by a Union representative if she/he so elects, may examine her/his personnel file with a minimum of twenty-four (24) hours advance written notice at a time mutually agreeable.

2905 There shall be one (1) personnel file maintained by the Employer for each nurse.

ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS

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

3002 The Employer will be required to post a notice of vacancy for only two (2) days for a vacancy that is created by:

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

3003 The Employer agrees to post a notice of appointment and also notify the applicant in writing of the results of the appointment to the vacant or new position referred to in subsection 3001 above.

3004 Provided that equivalent qualifications are met, preference shall be given to nurses presently in the employ of the Employer who have submitted a written application for the vacant or new position.

3005 "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 or where the Employer has provided notice of permanent deletion of position(s) under the Memorandum of Understanding regarding Employment Security, or as otherwise mutually agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

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

The maximum duration specified in paragraph 1 above for term positions shall not apply in situations where a nurse is absent indefinitely due to Workers Compensation and/or illness and/or accident. In these cases, the Employer shall state on the job posting that the said term position is an "Indefinite Term" which will expire subject to a minimum of twenty-four (24) hours notice. The "Indefinite Term" will expire upon either the return to work or termination of employment of the nurse on leave or the nurse relinquishes her/his position and remains on leave. The Employer shall provide written confirmation of the anticipated expiry date of the indefinite term position. 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 2407 (g), the Employer shall state on the job posting/posting board 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.

On expiry of the term position the nurse:

- (a) newly hired from outside 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.
- (b) who was employed by the Employer immediately prior to accepting the term position shall return to her/his former position.

ARTICLE 31 -- PROBATIONARY PERIOD

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

ARTICLE 32 -- PERFORMANCE APPRAISALS

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

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

3203 The nurse shall sign her/his performance appraisal to verify that she/he has read it. A footnote printed under the space provided for the nurse's signature on the performance appraisal shall specify that the signature merely indicates that the contents of the document have been read.

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

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

3301 In recognition of the fact that during the performance of their duties nurses may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for same in accordance with Employer policy. The validity and amount of such compensation payment will be determined exclusively by the Employer.

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

3401 Income protection accumulation for part-time nurses shall be calculated as follows:

$$\frac{\text{Regular Hours Paid to Part-time Nurses}}{\text{Full-time Hours}} \quad \times \quad \text{Entitlement of Full-time Nurses}$$

3402

- (a) Part-time nurses will be paid four point six two percent (4.62%) effective first full pay period in January, 2008 of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) and shall be included in each regular pay cheque.
- (b) In addition to the pay specified above, a part-time nurse required to work on a Recognized Holiday shall receive pay at the rate of time and one-half (1.50) for hours worked subject to Article 16.

3403 A part-time nurse who completes 1500 hours worked within one (1) calendar year shall be entitled to receive an increment on her/his next following anniversary date of employment. When a part-time nurse does not complete 1500 hours worked within one (1) calendar year, she/he shall be entitled to receive an increment upon completion of the 1500 hours, and the increment shall apply to the bi-weekly period next following the anniversary date, or the completion of the 1500 hours as the case may be.

3404 At the effective date of this Agreement each part-time nurse shall retain the number of hours previously worked since her/his last anniversary increment date for purposes of determining increment entitlement thereafter.

3405 A part-time nurse shall be assigned and committed to work her/his EFT as agreed to in writing at the time of commencing employment. This written agreement shall only be revised when the nurse secures an alternate position in accordance with the provisions of the Collective Agreement.

3406 Part-time nurses who make known in writing to the Employer that they wish to work occasional additional available shifts shall be given preference for such shifts unless the part-time nurse has already worked in that day.

3407 A part-time nurse is committed to work her/his regular hours during the summer months except for her/his period of vacation with pay.

3408 Seniority of a part-time nurse shall be accumulated on a pro-rata basis.

3409

(a) Vacation pay shall be calculated as follows:

Hours Paid at Regular Rate of Pay (during vacation year) Full-time Hours	X	Entitlement of a Full-time Nurse
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(b) Part-time nurses shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time nurse whenever reasonably possible.

3410 A part-time nurse called back to work hours in excess of an assigned shift in any one (1) day shall be paid at overtime rates of pay with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES

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

3502 Casual nurses will receive vacation pay at the rate of six percent (6%) of the regular hours worked.

3503 Casual nurses are paid in accordance with the salaries specified in Appendix "A" and receive a starting salary as described in Article 38, the maximum level in both cases is the three (3) year step on the salary scale.

3504 Casual nurses will be entitled to the shift premium and weekend premium outlined in Article 17, Responsibility Premium outlined in Article 19 and Transportation Allowance/Escort Duty outlined in Article 20 of this Agreement.

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

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

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

3507 Casual nurses will be entitled to compensation for overtime worked in accordance with Article 16.

3508 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.

3509 Article 30 shall be applicable to casual nurses.

3510 A casual nurse shall receive increments (calculated from the date of her/his last increment, or her/his starting date as the case may be) on the basis of one (1) increment for each 1500 hours worked or one (1) year's service whichever occurs later. In the case of the increment being given on the basis of 1500 hours worked, it shall be applied to the pay period next following completion of 1500 hours worked.

3511 Casual nurses will be entitled to the rights outlined in Articles 2903, 2904, and 2905 -- Discipline, Demotion and Access to Personnel File.

3512 Casual nurses shall accrue seniority for regular hours worked only for the purposes of Article 30 and only in situations related to a competition for a position where there are no other qualified applicants currently in the bargaining unit. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position in accordance with 3005 (a), she/he shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

3513 Articles 12 and 13 herein apply only with respect to the terms of this Article.

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

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

3601 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.

3602 **Salaries and Increments of the Graduate Nurse, Graduate Practical Nurse and Graduate Psychiatric Nurse:**

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

3603 **Out of Province Nurses**

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

eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.

ARTICLE 37 -- HEALTH PROGRAM

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

3702 With the approval of the Employer, a nurse may choose to be examined by a physician of her/his own choice, at her/his own expense, as long as the Employer receives immediately thereafter a report from the physician regarding the nurse's fitness to work.

3703 Time off for special medical and dental examinations and/or treatments, may be granted and such time off shall be chargeable against accumulated income protection benefits. It is understood that a nurse will attempt to obtain an early or late appointment in order to accommodate resident care.

ARTICLE 38 -- SALARIES AND INCREMENTS

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

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

3803 Applicable to Registered Nurses and Registered Psychiatric Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2080 hours	Start Rate
2080 hours within past 4 years	1 Year Rate
4160 hours within past 5 years	2 Year Rate
6240 hours within past 6 years	3 Year Rate
8320 hours within past 6 years	4 Year Rate
10400 hours within past 7 years	5 Year Rate

(b) A nurse employed as a Nursing Co-ordinator 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 Staff Nurse.

- (c) The starting salary of a nurse who has completed the Registered Nurse/Registered Psychiatric Nurse program, having had previous Personal Care Home or related experience as a Licensed Practical Nurse, shall commence at the Nurse II 1 Year rate as specified in Appendix "A", and after not more than three (3) months in said position, the Employer shall, on the basis of written performance appraisal discussed with her, grant such additional increments as performance warrants, subject to 3602(a).

3804 Applicable to Licensed Practical Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2080 hours	Start Rate
2080 hours within past 4 years	1 Year Rate
4160 hours within past 5 years	2 Year Rate
6240 hours within past 6 years	3 Year Rate
8320 hours within past 6 years	4 Year Rate
10400 hours within past 7 years	5 Year Rate
12480 hours within past 7 years	6 Year Rate

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

3806 Increments:

- (a) Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the nurse's employment or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the nurse, withhold an annual increment, subject to review within and not later than three (3) months of the date such increment was withheld.
- (b) If a nurse takes 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 education leave of up to two (2) years.

3807 If new classifications which come under the scope of this Agreement are created during the term of this Agreement, the Employer will inform the Union of the proposed rates of pay for such positions. If the Union wishes to enter into

negotiations on these rates of pay it will so inform the Employer within seven (7) days and negotiations will commence within an additional ten (10) days, which time may be extended by mutual agreement between the Employer and the Union. If the parties are unable to reach agreement concerning the rates of pay, the dispute shall at the request of either or both parties be dealt with in accordance with the provisions as set forth in Article 13 (Arbitration Procedure) herein, commencing at Section 1302.

ARTICLE 39 – EMPLOYEE BENEFIT PROGRAM

3901 Pension Plan:

The Employer agrees to a group RRSP based on matching contributions between the Employer and the Employee as follows:

- 7% contribution Employer
- 7% contribution Employee

3902 Dental Plan:

The parties agree that the Health Care Employees Benefit Plan sponsored dental plan will be on a 50-50 cost shared basis. This is applicable to full and part- time nurses only.

3903 Extended Health Benefits

The parties agree that the Extended Health Benefits Plan will be on a 50-50 cost shared basis.

3904 Disability & Rehabilitation:

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

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

3905 Health Spending Account

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

The annual HSA benefit amounts shall be:

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

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

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

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

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

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

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

ARTICLE 40 – OVERPAYMENTS

4001 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected nurse and the Union as soon as practicable;

- (b) The proposed recovery is made in as fair and reasonable a manner as possible; and,
- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the nurse.

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

APPENDIX "A" -- SALARIES

A1. Effective February 1, 2010 - Monthly salaries.

Hourly salary calculated as (monthly salary x 12) ÷ annual hours

Annual hours = 2080

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>
LPN	47849.487	49415.081	50960.297	52839.018	54561.183	56484.120	58495.575
	3987.457	4117.923	4246.691	4403.251	4546.765	4707.010	4874.631
	23.005	23.757	24.500	25.403	26.231	27.156	28.123
	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	
RN/RPN	62508.300	64689.911	66878.370	69158.693	71387.993	73692.140	
	5209.025	5390.826	5573.197	5763.224	5948.999	6141.012	
	30.052	31.101	32.153	33.249	34.321	35.429	
	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	
Nursing Unit	64819.796	67082.338	69432.743	71737.432	73877.007	76111.447	
Co-ordinator	5401.650	5590.195	5786.062	5978.119	6156.417	6342.621	
	31.163	32.251	33.381	34.489	35.518	36.592	

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

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

A2. Effective April 1, 2012 - Monthly salaries include a 3% increase.
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours
 Annual hours = 2080

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>
LPN	49284.972	50897.534	52489.106	54424.189	56198.018	58178.644	60250.442
	4107.081	4241.461	4374.092	4535.349	4683.168	4848.220	5020.870
	23.695	24.470	25.235	26.165	27.018	27.971	28.967
RN/RPN	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	
	64383.549	66630.608	68884.721	71233.454	73529.633	75902.904	
	5365.296	5552.551	5740.393	5936.121	6127.469	6325.242	
	30.954	32.034	33.118	34.247	35.351	36.492	
Nursing Unit Co-ordinator	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	
	66764.390	69094.808	71515.726	73889.555	76093.317	78394.790	
	5563.699	5757.901	5959.644	6157.463	6341.110	6532.899	
	32.098	33.219	34.383	35.524	36.583	37.690	

A3. Effective October 1, 2012 - Monthly salaries include the addition of a 20 Year Long Service Step.

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Annual hours = 2080

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>	<u>20 YEAR</u>
LPN	49284.972	50897.534	52489.106	54424.189	56198.018	58178.644	60250.442	61455.451
	4107.081	4241.461	4374.092	4535.349	4683.168	4848.220	5020.870	5121.288
	23.695	24.470	25.235	26.165	27.018	27.971	28.967	29.546
RN/RPN	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>		<u>20 YEAR</u>
	64383.549	66630.608	68884.721	71233.454	73529.633	75902.904		77420.962
	5365.296	5552.551	5740.393	5936.121	6127.469	6325.242		6451.747
	30.954	32.034	33.118	34.247	35.351	36.492		37.222
Nursing Unit Co-ordinator	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>		<u>20 YEAR</u>
	66764.390	69094.808	71515.726	73889.555	76093.317	78394.790		79962.686
	5563.699	5757.901	5959.644	6157.463	6341.110	6532.899		6663.557
	32.098	33.219	34.383	35.524	36.583	37.690		38.444

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

A4. Effective March 31, 2013 - Monthly salaries include a 1% increase.
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.
 Annual hours = 2080

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>	<u>6 YEAR</u>	<u>20 YEAR</u>
LPN	49777.821	51406.509	53013.997	54968.430	56759.998	58760.431	60852.946	62070.005
	4148.152	4283.876	4417.833	4580.703	4730.000	4896.703	5071.079	5172.500
	23.932	24.715	25.487	26.427	27.288	28.250	29.256	29.841
RN/RPN	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>		<u>20 YEAR</u>
	65027.385	67296.914	69573.568	71945.788	74264.929	76661.933		78195.172
	5418.949	5608.076	5797.797	5995.482	6188.744	6388.494		6516.264
	31.263	32.354	33.449	34.589	35.704	36.857		37.594
Nursing Unit Co-ordinator	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>		<u>20 YEAR</u>
	67432.034	69785.756	72230.883	74628.451	76854.251	79178.738		80762.313
	5619.336	5815.480	6019.240	6219.038	6404.521	6598.228		6730.193
	32.419	33.551	34.726	35.879	36.949	38.067		38.828

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "B" -- ACADEMIC ALLOWANCES

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

Upon completion of a CNA Certification in Gerontology.

\$0.298 per hour for all paid hours

Effective April 12, 2011.

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

C.1 Occupational classifications are as follows:

- (a) Nursing Co-ordinator -- A nurse who is responsible to the Director of Nursing for total care given to the residents of the Facility or a nurse responsible for inservice education instruction.
- (b) Nurse II -- A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
- (c) L.P.N. -- A "Licensed Practical Nurse" is a person entitled to practice under the Licensed Practical Nurses' Act of Manitoba.

APPENDIX “D” -- DEFINITION OF FAMILY MEMBER FOR COMPASSIONATE CARE LEAVE

Consistent with clause 2416(e), the following will be eligible family members for Compassionate Care Leave.

Family members

You can receive compassionate care benefits to care for your:	Or to care for the following family members of your spouse or common-law partner
Child	Child
Wife/husband or common-law partner	
Father or mother	Father or mother either married or common-law
Father's wife or mother's husband	
The common-law partner of your father or mother	
Brothers or sisters and stepbrothers and stepsisters	Brothers or sisters and stepbrothers and stepsisters
Grandparents and step grandparents	Grandparents
Grandchildren and their spouse or common-law partner	Grandchildren
Son-in-law and daughter-in-law, either married or common-law	Son-in-law and daughter-in-law, either married or common-law
Father-in-law and mother-in-law, either married or common-law	
Brother-in-law and sister-in-law, either married or common-law	
Uncle and aunt and their spouse or common-law partner	Uncle and aunt
Nephew and niece and their spouse or common-law partner	Nephew and niece
Current or former foster parents	Current or former foster parents
Current or former foster children and their spouse or common-law partner	
Current or former wards	Current or former wards
Current or former guardians or tutors and their spouse or common-law partner	

A nurse can also take Compassionate Care leave to care for a gravely ill person who considers the nurse like a family member. For instance a close friend or neighbour.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. ADOLPHE PERSONAL CARE HOME INC.
AND
ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION**

Re: Employment Security

1. Should the Employer plan to alter the delivery of health care and/or reduce the current complement of nurses, it will notify the Union in writing at least ninety (90) days in advance.
2. Employer will meet within twenty (20) days of the above date to examine the issue.
3. Should the Employer decide to proceed with the reduction of nurses, it will meet with the Union within five (5) days to develop the process for the reductions.
4. The principle of attrition in the process will be examined by the Employer and the Union.
5. Where reductions cannot be dealt with through attrition, Article 2706 shall apply. Should the nurse choose to not exercise seniority rights under Article 2706, then Layoff in accordance with Article 27 shall apply.
6. In the event of #5 above occurring or in the event of the closure of the facility, the Employer and the Union will jointly investigate opportunities for the funding of retraining and redeployment of affected nurses



**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. ADOLPHE PERSONAL CARE HOME INC.
AND
ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION**

Re: "12" Hour Shift

The Employer and the Union mutually agree to the following conditions and understandings regarding the twelve ("12") hour shift.

1. The procedure to be followed for the trial and implementation of the twelve ("12") hour shift schedule pattern shall be as follows:
 - (a) A meeting of all nurses who will be affected by the shift change, and the Director of Nursing will be held to discuss a tentative shift schedule pattern and proposed date of commencement of the trial period. A date will be fixed for a secret ballot vote to establish that the majority of nurses are in favour of the shift change. A letter will be forwarded to the President of Local 53 informing her/him of the proposed changes.
 - (b) A majority is fifty-one percent (51%). Nurses terminating employment on the ward before commencement of the trial period will not be entitled to vote.
 - (c) Once it is determined that the majority of nurses are in favour of a shift change, a further vote will take place to select a rotation pattern. The rotation pattern will be formulated in accordance with Article 1504 of the Collective Agreement.
 - (d) The trial period for the twelve ("12") hour shift schedule pattern shall be mutually agreed between the Local and the Employer.
 - (e) Six (6) weeks prior to completion of the trial period, a ward meeting will be held to evaluate the twelve ("12") hour shift.
2. There shall be twenty (20) regular shifts of twelve ("12") hours duration in any three (3) consecutive bi-weekly periods.

OR

That there shall be a combination of shifts of twelve ("12") hours duration and eight (8) hours duration that equal an average of eighty (80.00) hours

bi-weekly averaged over the three (3) consecutive bi-weekly periods in the shift schedule pattern.

3. Each shift shall be inclusive of three (3) fifteen (15) minute rest periods and inclusive of twenty-two and one-half (22.5) of the thirty-seven and one-half (37.50) minute meal period and exclusive of fifteen (15) minutes of the meal period.
4. The shift schedule pattern shall provide nurses with at least two (2) consecutive days off at one time, and as great a number of weekends off as is reasonably possible with a minimum of every third weekend off.
5. Overtime shall be either time worked in excess of the twelve ("12") hour shift or in excess of two hundred and forty (240) hours in any three (3) consecutive bi-weekly periods, such time to have been authorized in such manner and by such persons as may be directed by the Employer.

Overtime for part-time nurses shall be authorized time worked in excess of a scheduled ("12") shift or hours worked in excess two hundred and forty (240) hours in any three (3) consecutive bi-weekly periods, such time to have been authorized in such manner and by such persons as may be directed by the Employer.

6. Coverage on the twelve ("12") hour shift is to be provided by a Day shift extending from 0700 hours to 1915 hours and a Night shift extending from 1900 hours to 0715 hours.
7. Recognized Holidays:
A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times the nurse's basic rate of pay for all hours worked and, in addition, shall receive an alternate eight (8) hours off at the nurse's basic rate of pay. A nurse may accumulate three (3) days off given in lieu of Recognized Holidays in order to take two (2) twelve ("12") hour shifts off with pay.
8. Income Protection:
Hours of absence due to income protection utilization will be calculated in accordance with scheduled hours; i.e. income protection used for a twelve (12) hour shift uses twelve (12) hours of accumulated income protection.
9. Bereavement Leave:
According to Article 2411 of the Collective Agreement, pay for bereavement leave will be calculated according to the amount of scheduled hours of work missed.

10. Vacation:
The amount of paid vacation that a nurse receives under the twelve hour shift schedule pattern is to correspond exactly in hours to the paid vacation on an eight (8) hour shift schedule pattern.
11. There must be mutual agreement between the Employer and the nurses concerned to continue or discontinue the twelve hour shift schedule pattern, otherwise 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.
12. Article 17 shall be applicable regarding payment of Shift Premium and Weekend Premium.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. ADOLPHE PERSONAL CARE HOME INC.
AND
ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION**

Re: Group Benefit Plans


The Employer and the Union agree to participate in the Jointly Trusteed Benefit Plans in accordance with the Benefit Trust document established between the health care employers and unions in 1998. This agreement shall be in accordance with the Collective Agreement, and in accordance with the Trust agreement and the plan texts established by the Board of Trustees of the Healthcare Employees Benefits board (HEBP). This shall include the Group Dental Plan, and Group Extended Health Plan

The contribution rates schedule are indicated in the Collective Agreement or the plan text and may only be amended by a process outlined in the Trust or through collective bargaining.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. ADOLPHE PERSONAL CARE HOME INC.
AND
ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION**

Re: Pension Plan


In the event the Employer is provided funding expressly for the purpose of increasing its contribution to the RRSP, the Employer and the Manitoba Nurses' Union agree to negotiate specifically for the purpose of increasing the RRSP contributions.



**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. ADOLPHE PERSONAL CARE HOME INC.
AND
ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION**

Re: Manitoba Health Premiums

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



**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. ADOLPHE PERSONAL CARE HOME INC.
AND
ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION**

Re: Amnesty From Provincial Wage/Hours of Work Reduction Legislation

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

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. ADOLPHE PERSONAL CARE HOME INC.
AND
ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION**

Re: Agency Nurses

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

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

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

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. ADOLPHE PERSONAL CARE HOME INC.
AND
ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION**

Re: Increase of EFT To be utilized when St. Adolphe Personal Care Home relocates to Niverville

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

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

- (a) Requests to permanently increase EFTs shall be made in writing by part-time nurses at a date determined by the parties which shall be set no earlier than date to be determined. The nurses shall indicate the maximum EFT to which they wish to increase.
- (b) A nurse may increase her/his EFT up to a 1.0 EFT.
- (c) In considering requests, the Employer shall consider such factors as current EFTs, shift assignments, shift schedules, the unit(s) needs and the requirements of Article 15. If the request by nurses within a unit exceed the availability within that unit as determined by the Employer, the Employer shall offer in order of seniority. The final determination shall be made no later than date to be determined.
- (d) A part-time nurse shall not be permitted to increase her/his EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.
- (e) Where any request to change EFT has been approved, the Employer shall issue a letter to the nurse confirming the nurse's new EFT in accordance with this Collective Agreement along with an effective date.
- (f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (g) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of 1504 and shall be completed prior to the commencement of the vacation scheduling period.

- (h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.

For the duration of this Collective Agreement, the Employer and the Union shall meet on or before date to be determined annually to determine if they wish to repeat the EFT adjustment process in the following year. There must be mutual agreement to repeat this process.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. ADOLPHE PERSONAL CARE HOME INC.
AND
ST. ADOLPHE PERSONAL CARE HOME NURSES LOCAL 145
OF THE MANITOBA NURSES' UNION**

Re: Article 501

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

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