



COLLECTIVE AGREEMENT

BETWEEN

TUDOR HOUSE PERSONAL CARE HOME HEALTH CORPORATION

AND

**TUDOR NURSES LOCAL 117
OF THE MANITOBA NURSES' UNION**

January 1, 2010 to June 30, 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 cursive script that reads "Sandi Mowat". The signature is written in black ink and has a long, sweeping horizontal line extending to the right.

Sandi Mowat
President

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE.....	1
ARTICLE 1 -- SCOPE OF RECOGNITION	1
ARTICLE 2 - DURATION OF AGREEMENT	1
ARTICLE 3 – DEFINITIONS.....	2
ARTICLE 4 -- MANAGEMENT RIGHTS	3
ARTICLE 5 -- UNION SECURITY AND REPRESENTATION	3
ARTICLE 6 – STRIKES AND LOCKOUTS.....	5
ARTICLE 7 -- NON DISCRIMINATION	5
ARTICLE 7A – WORKPLACE SAFETY AND HEALTH	6
ARTICLE 8 -- TECHNOLOGICAL CHANGE	7
ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT.....	8
ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS	8
ARTICLE 11 – JOINT COMMITTEES.....	9
ARTICLE 12 -- GRIEVANCE PROCEDURE.....	11
ARTICLE 13 -- ARBITRATION PROCEDURE	12
ARTICLE 14 -- HOURS OF WORK.....	14
ARTICLE 15 -- SHIFT SCHEDULES	15
ARTICLE 16 -- OVERTIME	16
ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM	17
ARTICLE 18 -- STANDBY.....	18
ARTICLE 19 – RESPONSIBILITY PAY	18
ARTICLE 20 – TRANSPORTATION ALLOWANCE	19
ARTICLE 21 -- VACATIONS.....	19
ARTICLE 22 – RECOGNIZED HOLIDAYS.....	22
ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION.....	23

ARTICLE 24 -- LEAVE OF ABSENCE	27
ARTICLE 25 -- SENIORITY	38
ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT	40
ARTICLE 27 -- LAYOFF AND RECALL	40
ARTICLE 28 -- PROMOTION	42
ARTICLE 29 -- DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE	42
ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS	43
ARTICLE 31 -- PROBATIONARY PERIOD	45
ARTICLE 32 -- PERFORMANCE APPRAISALS.....	45
ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY	46
ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES	46
ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES	48
ARTICLE 36 -- SPECIAL UNDERSTANDINGS RE GRADUATE NURSES, GRADUATE PRACTICAL NURSES AND GRADUATE PSYCHIATRIC NURSES.....	50
ARTICLE 37 -- HEALTH PROGRAM.....	51
ARTICLE 38 -- SALARIES AND INCREMENTS	52
ARTICLE 39 -- BENEFITS.....	54
ARTICLE 40 -- OVERPAYMENTS	56
ARTICLE 41 -- SAVINGS	57
APPENDIX "A" - SALARIES	58
APPENDIX "B"-- ACADEMIC ALLOWANCES	64
APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS	65
MEMORANDA OF UNDERSTANDING	
1. RE: RATIFICATION OF COLLECTIVE AGREEMENT.....	66
2. RE: GROUP BENEFIT PLANS	66
3. RE: MENTORSHIP	66
4. RE: AGENCY NURSES.....	67
5. RE: EMPLOYMENT SECURITY	67
6. RE: REPRESENTATIVE WORKFORCE	68
7. RE: JOB SHARING	69
8. RE: MANITOBA HEALTH PREMIUMS	70

9.	RE: AMNESTY FROM PROVINCIAL WAGE/HOURS OF WORK REDUCTION LEGISLATION	70
10.	RE: SCHEDULED SHIFTS OF LESS THAN 7.75 HOURS	70
11.	RE: NURSE WEEKEND WORKER (HEREINAFTER REFERRED TO AS WEEKEND WORKER).....	71
12.	RE: INCREASE OF EFT.....	72
13.	RE: EXPIRY OF LPN ADDITIONAL \$500/YEAR SALARY SCALE	73

PREAMBLE

WHEREAS, it is the desire of both parties to this agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Employer's 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, the Union and its members have agreed that it is a mutual responsibility and in the best interest of all parties to work together to support, protect and promote the right to a "Respectful Workplace" recognizing the dignity and human rights of all employees;

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

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

ARTICLE 1 -- SCOPE OF RECOGNITION

101 The Employer recognizes the union as sole bargaining agent for nurses in the bargaining unit defined in the Manitoba Labour Board certificate MLB-6265.

ARTICLE 2 - DURATION OF AGREEMENT

201 This Collective Agreement shall be in force and effect from the first day of January, 2010, up to and including the thirtieth day of June, 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 employed by the Employer in one of the occupational classifications described in Appendix “C” attached hereto and forming part of this agreement, subject to 3807 herein.

302 Employment status of nurses shall be defined as:

- (a) A "full-time nurse" is one who works the full prescribed hours of work specified in Article 14.
- (b) A “part-time nurse” is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14 but not less than eight (8) hours per bi-weekly period when averaged over a four (4) week period.
- (c) "Casual nurse" as defined in Article 3501.

303 A “weekend” shall mean Saturday and Sunday, except for purposes of scheduling for the night shift a weekend shall mean 2300 Friday to 0715 Sunday.

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

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

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

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

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

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

310 A “day” for purposes of this agreement refers to the 24 – hour period that falls within a specific calendar day.

ARTICLE 4 -- MANAGEMENT RIGHTS

401 The Union acknowledges that it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its nurses and to alter such rules and regulations, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Prior to implementing any rules, regulations, policies or practices or changes thereto, the Employer will post the same on the bulletin board.
- (b) To hire, discharge, transfer within the Facility, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend or discipline nurses, provided that a claim of discriminatory transfer, promotion, or classification, or a claim that a nurse has been discharged or disciplined without just cause may be the subject of a grievance;
- (c) To control the direction of the working forces, the right to plan, direct and control the operation of the Facility, to introduce new and improved methods, facilities, equipment, combining or splitting up of departments, work schedules, the number of nurses required for the Employer's purposes and the increase or reduction of personnel;
- (d) To exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement, except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

402 In administering the collective agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the collective agreement as a whole.

ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

501 The Employer agrees to deduct an amount equal to the current union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. The Employer shall forward such dues to the Manitoba Nurses' Union by the 15th day of the following month together with a list of the names of nurses from the facility for whom deductions have been made and a list of the names of all nurses newly hired/terminated/on leave of absence for a period of four (4)

weeks or longer. If available, electronic copies of the list will be provided which includes the last name, first name, middle name and the amount of dues deducted.

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

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

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

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

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

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

507 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any nurse, nor on the Employer's premises at any time without prior authorization by persons designated by the Administrator.

508 If required in relation to the renewal of this agreement or any new agreement which may be negotiated as herein provided, nurse representatives or officers of the Union shall be granted time off duty, without loss of pay, to participate in negotiations in which both the Employer and the Union are represented, subject to a maximum of two (2) nurses so engaged. (RN/RPN or LPN)

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

510 A suitable notice board or notice board space for the use of the Union will be provided by the Employer. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.

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

512 During an orientation shift, a representative of the Union shall be granted up to fifteen (15) minutes in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Agreement and to the Union. A management representative may be present during this period.

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

ARTICLE 6 – STRIKES AND LOCKOUTS

601 The Union agrees that during the life of this Agreement there shall be no slowdown of work, suspension or picketing in relation to this Collective Agreement, 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. The Employer agrees that for the duration of this Agreement, there shall be no lockout.

ARTICLE 7 -- NON DISCRIMINATION

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

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

ARTICLE 7A – WORKPLACE SAFETY AND HEALTH

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

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

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

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

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

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

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

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

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

7A06 Rehabilitation and Return to Work Program - The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled nurses even when she/he is not covered under the D & R, WCB or MPI programs. Any

such nurse will be supernumerary in nature when reasonably possible. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the initial meeting with the nurse to review the provisions of the program to ensure that the work designated is within her/his restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Union and the nurse and may proceed without the Union's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

7A07 Whistle Blowing Protection

Nurses who exercise their rights in accordance with the Public Interest Disclosure Act shall not be subject to discipline or reprisal.

ARTICLE 8 -- TECHNOLOGICAL CHANGE

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

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

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

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

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

803 Where newer skills are required than are already possessed by nurse(s) who are affected by a technological change as provided in Article 801, such nurse(s) shall, at the expense of the Employer, be given a reasonable training period during which they may acquire the skills necessitated by the new method of operation or, at the option of the Employer, be trained in a new area in respect of which there is a demand for

individuals possessing such skills. There shall be no reduction in wage or salary rates during the training period of any such nurse.

ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT

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

ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS

1001

(a) In any emergency or disaster which imposes an unusual threat to the safety or well-being of the residents, nurses are required to perform duties as assigned notwithstanding any contrary provision in this Agreement. The nurse in charge shall, at her discretion, have the right to require compulsory calling-in of staff for emergency staffing for power failure, blizzard, storms or floods, major health alerts (such as a possible serious facility nosocomial outbreak or a pandemic occurrence), but not limiting to such situations, until such time as it is safe to discharge such staff or appropriate replacement staff can be obtained

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

(b) Compensation for unusual working conditions related to such emergency or disaster will be determined by later discussion between the Employer and the Union and/or by means of the grievance and arbitration procedure if necessary.

(c) This clause is subject to the Labour Relations Act of Manitoba.

1002

Drills:
(a) Disaster, emergency or fire plans brought into effect by drill shall override the provisions of this agreement provided always that where overtime is worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.

- (b) The importance of regular disaster plan exercises and fire drills is mutually acknowledged by the employer and the union and, to this end, the participation of all nurses is encouraged.
- (c) Fire drills and equipment testing shall be held in accordance with the Manitoba Fire Code, and a review of written disaster plan exercises will be conducted at least once annually. The facility will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the emergency, disaster, and fire plans during orientation to the facility. An inservice session related to evacuation procedures will be conducted at least once annually.

ARTICLE 11 – JOINT COMMITTEES

1101 The Employer and the Union agree to establish and maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include the Administrator and /or Director of Nursing; Union representatives shall include the President and/or Vice-President of the Local. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The Committee shall meet at the request of either party subject to five (5) days notice being given but not less than once in each month unless otherwise agreed. Other persons may be invited to participate as mutually agreed.

The purpose of the committee shall be to discuss/study and make recommendations to the employer and the union regarding employee-employer relations and other matters of mutual concern relative to resident care including the following:

- (i) Review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.
- (ii) Provide a forum for discussion and make recommendations on issues relative to nursing professional practice such as nursing standards, nursing functions, physical planning and layout of facilities as they relate to nursing and other matters of concern.

The parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective resident care and contributes to a healthy work environment. It is further agreed it is in the best interests of the Employer, the facilities and the nurses to work together to resolve the issues relative to staffing and scheduling, prolonged periods of work (consecutive hours and consecutive shifts), standby assignments, and the use of part time additional shifts and casual shifts as it relates to the creation of permanent positions.

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

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

If the Union Management Committee is unable to reach a mutual resolution to the concern(s) identified in clause 1101 either party may refer the matter to the Administrator and the assigned Labour Relations Officer of MNU who shall both assist the Committee in attempting to resolve the matter(s). In the event no resolution is forthcoming, the matter(s) may be referred by either party, to an impartial external investigator (with an appropriate Long Term Care nursing background), to make recommendations. The external investigator will be selected by mutual agreement and the costs of such an investigator shall be equally shared by both employer and MNU.

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 Workplace Health and Safety Committee, Union Management Committee and any other facility joint committee to which the Union is required to appoint representatives.
- (b) Basic pay or equivalent time off with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Workplace Safety & Health Committee or to perform such other duties as may be specified in the Workplace Safety & Health Act or prescribed by regulation.

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

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

ARTICLE 12 -- GRIEVANCE PROCEDURE

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

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

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

1204 A nurse or Union representative shall request permission from her/his immediate supervisor outside the bargaining unit to leave her/his duties to engage in the discussion stage, Step 1 or Step 2 of the grievance procedure and she/he shall be granted permission when, in the opinion of the supervisor, it will not affect care or require any staff replacement. She/he shall report to her/his immediate supervisor outside the bargaining unit upon her/his return. She/he shall not suffer loss of salary when the Employer has given permission. All other grievance activity shall take place after work hours and off the Employer's premises.

1205 Complaint Stage:

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

1206 Step 1

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

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

1207 Step Two:

If the dispute remains unresolved, the Union may within a further ten (10) days submit the grievance in writing to the Administrator, and the Administrator 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 The written grievance shall specify the nurse or nurses affected, the nature of the grievance, the article or articles of the Agreement which are alleged to have been violated and the remedy requested. If either party so requests, a meeting will be held at Step 1 and/or Step 2 to discuss the grievance, including the facts supporting the grievance.

1212 Employer's Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Union or a nurse or nurses, of this Agreement by forwarding a written statement of such grievance to the President of the Union with a copy to the Manitoba Nurses' Union providing it is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred. The President of the Union shall give her/his decisions within ten (10) days after receipt of the written grievance and failing settlement the grievance may be submitted to Arbitration by the Employer in accordance with the provisions of Article 13.

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 Administrator or delegate or from the Union as the case may be, the matter may then be referred to arbitration as hereinafter set forth by the party initiating the arbitration.

1302 The parties agree to the use of a single arbitrator. The following persons will be appointed in order, on a rotating basis, provided that if the arbitrator to be appointed is unavailable, the next person on the list will be appointed:

1. Gavin Wood
2. Wally Fox-Decent

1303 It is mutually agreed by both parties to this Agreement that the decision of the Arbitrator shall be final and binding upon the Employer, the Union and the nurse(s) concerned; however, the Arbitrator shall not be authorized to make any decisions inconsistent with the provisions in this Agreement. This shall not preclude the Employer or the Union from submitting the award to the courts for judicial review.

1304 The Arbitrator shall determine procedure but shall give full opportunity to all parties to present evidence and make representations.

1305 In the event of a grievance alleging unjust layoff, suspension or discharge being referred to arbitration, the Arbitrator 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 sums that may have been received from other employment during the period of the layoff, suspension or discharge.

1306 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 shall be borne by the parties hereto in equal shares

1307 For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

1308 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.

1309 Nurses whose attendance is required by the Employer at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of salary. Nurses whose attendance is required by the Union at arbitration hearings related to this agreement shall be given permission to be absent from work without pay.

1310 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 Regular hours of work for all full-time nurses will be:

- (a) Seven point seven five (7.75) consecutive hours per day, excluding meal periods, and including rest periods
- (b) an average of seventy-seven and one half (77.5) hours per bi-weekly period, and
- (c) two thousand and fifteen (2015) hours per year.

1402 The meal period will be scheduled by the employer and will be one-half (.50) hour in duration.

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

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

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

1406 Whenever a nurse is called in to work within one (1) hour of the start of the shift and reports for duty within one (1) hour of the start of the shift, she/he shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

1407 Where a nurse cannot arrive as scheduled at the Facility due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the nurse shall be rescheduled at a mutually agreeable time if possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. Where the scheduling of such shift cannot be accommodated or the nurse chooses not to be rescheduled, she/he may take the time from banked time which includes banked overtime, Recognized Holidays or vacation.

ARTICLE 15 -- SHIFT SCHEDULES

1501 Shift schedules for a minimum of a four (4) week period shall be posted 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 shall be submitted in writing at least two (2) weeks prior to the posting of the schedule, and granted, if possible in the judgment of the Employer. A decision shall be communicated to the nurse within one (1) week of the request.

Requests for interchanging shifts, or portion thereof, in posted schedules shall be submitted in advance to the Employer for approval in writing and co-signed by the nurse willing to interchange shifts with the applicant. Where reasonably possible, interchanges in posted shifts are to be completed within the posted shift schedule.

1502 Requests for interchanges in posted shifts or a portion thereof shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant. Where reasonably possible interchanges in posted shifts are to be completed within the posted shift schedule. Change of shifts or days off initiated by the nurse and approved in advance by the Employer shall not result in any added costs to the Employer.

1503 For the purposes of shift scheduling the Night shift shall be considered the last shift of the day.

1504 Changes to shift patterns for a nurse shall be planned by the Employer in consultation with the nurse concerned and shall, unless otherwise mutually agreed between the nurse concerned and the Employer, observe the conditions listed below:

- (a) a minimum of 15 hours off between assigned shifts as defined in Article 1404.
- (b)
 - (i) a minimum of forty-seven (47) hours off at one time, or
 - (ii) where only "8" hour shifts are worked, a single weekday off may be permitted on a changeover from Day shift to Evening shift or in a staffing pattern that provides alternate weekends off. This is subject to meaningful consultation between the nurses affected and the Union.
- (c) a minimum of eight (8) days off within each period of four (4) consecutive weeks.
- (d) nurses shall receive alternate weekends off unless otherwise mutually agreed subject to Article 3404
- (e) a maximum of seven (7) consecutive days of work and preferably less between days off.

- (f) Where reasonably possible, nurses who are required to rotate shifts shall be assigned to work either Day Shift and Evening Shift or Day Shift and Night Shift. The Employer shall attempt to ensure that there shall be at least as great a number of Day Shifts assigned as there are Night (or Evening) Shifts within each standard rotation pattern;
- (g) a nurse will receive consideration in scheduling to allow her/him to pursue academic course(s) to further her/his education. Whenever reasonably possible, subject to 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.

ARTICLE 16 -- OVERTIME

1601 Overtime shall be authorized time worked in excess of a shift as defined in 1404, or in excess of one hundred and fifty-five (155) hours in a four (4) week schedule.

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 her/his place of employment substantiating the reason for the overtime work.

1602 Each nurse shall be paid at the rate of one and one-half (1.5) times her/his regular hourly rate for the first three (3) hours of authorized overtime in any one day, and at the rate of double (2x) time for hours worked in excess of three (3). Alternatively, the provisions of Article 1604 may be invoked by the nurse. Notwithstanding the above, all authorized overtime worked on a Paid Holiday shall be paid at two and one-half (2.5) times her/his basic salary.

1603 Notwithstanding sections 1601 and 1602 above, where a nurse works two consecutive shifts, the nurse shall be paid the full hours for both shifts and shall not be required to work an additional fifteen (15) minutes. She/he shall receive pay at the rate of double her/his basic salary for the second consecutive 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 consecutive shift.

1604 At the request of the nurse prior to the end of the pay period in which the overtime was worked, overtime may be accumulated, and

- (a) time off in full or half shifts may be arranged by mutual agreement with the Employer, or
- (b) the banked overtime may be paid out upon written request of the nurse on the pay cheque following the request, or
- (c) shall be paid out automatically prior to the end of the fiscal year.

1605 Overtime worked as a result of the changeover from Daylight Saving Time to Central Standard Time shall be deemed to be authorized overtime.

1606 Overtime shall be offered as equitably as possible amongst those nurses qualified for the work.

1607 A nurse required to report back to work after leaving the grounds of the Facility following completion of a 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 Article 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.

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

1609 Re Meal Allowance - A nurse required to work overtime for a period in excess of two (2) hours immediately following her/his hours of work, shall be supplied with a hot meal, and if this is not possible, a payment of five dollars (\$5.00) will be made in lieu. [seven dollars (\$7.00) effective June 1, 2010; eight dollars (\$8.00) effective April 1, 2012].

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

- (a) The Employer will pay an evening shift premium of one dollar (\$1.00) per hour for work performed on the evening shift, where a majority of hours fall between 1800 hours to 2400 hours.

- (b) The Employer will pay a night shift premium of one dollar and seventy-five cents (\$1.75) [one dollar ninety cents (\$1.90) effective October 1, 2011; two dollars and five cents (\$2.05) effective March 31, 2013] per hour for work performed on the night shift, where a majority of hours on that shift falls between 2400 hours and 0600 hours.

1702 The Evening shift allowance 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 Subject to Article 18, should standby be implemented, when a nurse is on standby, shift premium and weekend premium are payable only for hours actually worked on a callback.

1704 The Employer will pay a weekend premium of one dollar and thirty-five cents (\$1.35) [one dollar and fifty cents (\$1.50) effective October 1, 2011; one dollar and sixty-five cents (\$1.65) effective March 31, 2013] per hour for work performed on weekends, where a majority of hours on the shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 18 -- STANDBY

(This article shall be left blank. Should it be determined between the parties that standby is to be implemented, conditions negotiated between the parties shall appear in this article.)

ARTICLE 19 – RESPONSIBILITY PAY

1901 The Employer agrees to pay an additional seventy cents (\$0.70) per hour [eighty-five cents (\$0.85) effective October 1, 2011; one dollar (\$1.00) effective March 31, 2013] for all hours worked by a nurse from the bargaining unit who has been designated to be responsible for the facility on Evenings, Nights, Saturdays, Sundays, Recognized Holidays or during the Day shift in the absence of the Administrator/Director of Care, or any other excluded Manitoba Nurses Union bargaining unit position.

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

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

1902 Registered Nurses, Licensed Practical Nurses and Registered Psychiatric Nurses are expected and required to support and enforce the policies, rules, regulations and practices of the Employer, and to maintain good order and supervision of the Nursing Assistants they supervise. However, formal disciplinary action should be referred to a management nurse (the Employer) as soon as is appropriate.

ARTICLE 20 – TRANSPORTATION ALLOWANCE

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 Where a nurse is required and authorized to use her/his privately owned vehicle on the Employer's business, she/he shall be reimbursed by the Employer for such travel with the following mileage rate in accordance with the prevailing Province of Manitoba mileage rates:

Mileage Rates Privately Owned Vehicles:
Effective June 1st, 2009 40.0 ¢ per kilometer

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

ARTICLE 21 -- VACATIONS

2101 Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from April 1st to March 31st. The dates used to calculate vacation earned shall be from the end of the last full pay period of March in one vacation accrual year to the end of the last full pay period of the following March. Vacation earned in any vacation year is taken in the following vacation year.

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

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

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

<u>Length of Employment</u>	<u>Rate at which vacation earned</u>
In the first three (3) years	Fifteen (15) days/3 weeks (116.25 hours) per year
In the fourth (4th) to tenth (10th) year inclusive	Twenty (20) days/4 weeks (155 hours) per year
In the eleventh (11th) to twentieth (20th) year inclusive	Twenty-five (25) days/5 weeks (193.75 hours) per year
In the twenty-first (21st) and subsequent years	Thirty (30) days/6 weeks (232.50 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). Such days shall be taken during the vacation year in which the 20th or subsequent 5th anniversary occurs.

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

- periods of up to two (2) years when a nurse may be in receipt of Workers Compensation, after expiry of her/his income protection credits.
- any periods when a nurse is receiving income protection benefits, is on paid vacation, is on paid leave of absence, is on unpaid leave of absence related to illness or disability of up to two (2) years.
- any periods of education leave of absence of up to two (2) years.
- any period of unpaid leave of absence of up to four (4) weeks.
- any period of layoff of less than twenty-six weeks.
- any period of parenting leave.

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

2107 Terminal vacation pay shall be calculated in accordance with sections 2103 and 2104 and based on the nurse's rate of pay on the date of termination.

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

2109 The Employer shall be responsible for posting the vacation entitlement lists, along with a list of the number of nurses in each occupational classification per unit that may be scheduled for vacation at one time, in an accessible location, by Feb.1st of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at March 31st of that year.

Beginning February 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 on a Request Form. All of the nurse's earned vacation must be chosen at this time except for the three (3) days as per 2101. These appointments shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date.

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

Except in extenuating circumstances, a nurse who fails to indicate her/his choice of vacation dates in accordance with the above, shall have her/his vacation scheduled by the Employer. To the extent that it finds possible, the Employer shall give priority to those nurses in each occupational classification within each nursing unit having the most seniority within the facility.

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

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

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

A nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not

used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year. Vacation may be paid out only in extenuating circumstances.

ARTICLE 22 – RECOGNIZED HOLIDAYS

2201 For the purpose of this agreement, paid holidays shall be:

New Year's Day (January 1 st)	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	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, or the nurse may request that she/he receive an extra day's pay at her/his basic rate of pay.

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

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

2205 The Employer agrees to assign time off as equitably as possible over Christmas and New Year's.

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

2206 A nurse may accumulate up to five (5) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as is requested in writing and granted in accordance with scheduling requirements. Unless otherwise agreed between the nurse concerned and the

Employer, accumulated days must be taken within the fiscal year in which they were earned.

2207 Assignment of Recognized Holidays on the actual day of their occurrence shall be made as equitably as reasonably possible.

ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION

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

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

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

Note: For each one and one-quarter (1.25) days of income protection accumulated, one day* (80%) shall be reserved exclusively for the nurse's personal use as outlined in Article 2301. The remaining one-quarter (.25) of a day* (20%) shall be reserved for either the nurse's personal use as outlined in 2301, or for use in the event of family illness as specified in 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

2303

- (a)
 - (i) A nurse who becomes injured or ill in the course of performing her/his duties must report such injury or illness as soon as possible to her/his immediate supervisor.
 - (ii) A nurse unable to work because of a work related injury or illness will inform the Employer immediately, in accordance with established

procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the nurse by WCB.

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

- (iii) Where a nurse has applied for WCB or MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:
 - (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article 3802 (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - (v) The advance(s) will cover the period of time from the date of injury until the date the final WCB/MPI decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the nurse's accumulated income protection credits.
 - (vi) The nurse shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB/MPI directly to the nurse.
 - (vii) In the event that the WCB/MPI disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - (viii) Upon request, the Employer will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (b) (i) A nurse who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB/MPI payments. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based

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

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

- (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, D & R 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. If the balance of 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.

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

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

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

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

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

2307 If a nurse who is scheduled to work on a Recognized Holiday fails to work because of illness, the nurse will be paid for the Recognized Holiday, but income protection will not be paid.

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

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

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

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

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

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

2312 Subject to the provisions of 2302, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, child (including child's partner) or parent (including in-law).

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

2314 A nurse shall lose his/her Income Protection concurrently with the loss of seniority.

2315 Should a nurse be in receipt of Workers Compensation benefits/Disability & Rehabilitation for a period of twenty-four (24) consecutive months or greater, it is agreed that a meeting will be held between the Employer, the Union, and the nurse to assess the viability of his or her returning to work within six (6) months. If it is determined on the basis of medical evidence that it is improbable that the nurse will return to work within six (6) months, he or she shall be given the opportunity to resign or be deemed to be in Lay Off until such time as she/he provides medical evidence that she/he is able to return to work. Should the nurse choose Lay Off, the following will occur:

1. the position will be posted as permanent
2. following the appointment of the new incumbent, the nurse occupying the indefinite term will receive notice of the expiry of the term position
3. at such time as the nurse is medically able to return to work, she/he will be dealt with in accordance with article 2703, until such time as she/he is able to make application for a posted position.

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 and the head nurse of the nurse's nursing unit of her/his decision, in writing, without undue delay, after the request. Requests for extension of leaves of absence will be considered and may be allowed at the discretion of the Employer.

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

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

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

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

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

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

2406 Professional Leave: If, in the opinion of the Employer it is in the best interests of resident care, nurses may, whenever practicable, be granted time off with or without

pay in order to attend professional or educational meetings, conventions, workshops and institutes.

2407 Education Leave:

- (a) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the nurse suffers no loss of salary.
- (b) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during non-working time, the Employer shall pay registration or tuition fees, and approved expenses and shall pay for the time of such attendance at straight time rates.
- (c) 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 and to receive reimbursement for recommended/required books/software within the \$200 annual (fiscal year) educational development allowance in accordance with the Employer's Educational Leave Policy. Such requests must be submitted to the senior nursing manager or designate prior to attendance at such programs. Reimbursement for tuition or registration or recommended/required books/software shall occur upon satisfactory completion of the workshop, course, or educational program.

2408 Parenting Leave

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

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

A. Maternity Leave Plan "A"

- 1. Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:
 - (a) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.
 - (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.

- (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.

B. Maternity Leave Plan "B"

1. In order to qualify for Plan B, a pregnant nurse must:
 - (a) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave.
 - (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
 - (c) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the nurse has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
 - (d) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where a nurse is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified as per C.6 below.

- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (d) In the event the nurse does not complete the full period of service as required under Part (a) and (b) above, she shall repay a portion of the "top up" as follows:

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

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.

2409

Union Leave:

- (a) Leave of absence without loss of seniority, 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 requests for such LOA will be made at least two (2) weeks in advance except in emergency circumstances and also that the Manitoba Nurses' Union will reimburse the Employer for the cost of the salary and the benefits. In order to assist the Employer with planning for staffing replacement, the Union commits to:

- (i) provide notice of tentative dates for meetings as soon as they are known (i.e. Annual Meetings and Board meeting dates for the upcoming year no later than June 1st).
 - (ii) limiting the number of Union representatives requesting approved leave from the facility on any single day to two(2) nurses from the facility.
- (b) Subject to six (6) weeks notice, a nurse elected or selected to a full-time position or part-time with the Manitoba Nurses Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress, or College of Registered Nurses of Manitoba or College of Registered Psychiatric Nurses of Manitoba or College of Licensed Practical Nurses of Manitoba, shall be granted leave of absence without loss of seniority, salary or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request during his/her term of office. It is understood that the Manitoba Nurse's Union will reimburse the Employer for the total recovery of payroll and related costs.

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

2410 Jury and Witness Duty:

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

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

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

2411 Bereavement Leave:

- (a) Bereavement Leave of up to four (4) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, stepchild, parent, step-parent, sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or four (4) calendar days following the death, whichever is the greater. Bereavement Leave may be extended by up

to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.

One (1) bereavement leave day may be retained at the nurse's request for use in the case where actual interment or cremation is at a later date. Unused vacation, Recognized Holidays and banked time in lieu may be taken with the Employer's approval to extend a Bereavement Leave.

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

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

2412 Leave re Public Office:

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

2413 Citizenship Leave:

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

2414 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.

2415 Compassionate Care Leave:

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

- (a) A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

- (d) For a nurse to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
- (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
- (i) a spouse or common-law partner of the nurse;
 - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
 - (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;
 - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
 - (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
 - (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
 - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii) (iv) (v) and (vi);
 - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.

- (f) Unless otherwise mutually agreed, a nurse may end her/his Compassionate Care Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".

- (g) Seniority shall be retained/accrued as per Article 25.

- (h) Subject to the provisions of 2302, a nurse may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.

- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

2416 Religious Observance Leave:

A nurse who is a member of a non-Christian religion is entitled to up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. A minimum of two weeks written notice is required under this provision. Nurses granted leave under this provision may utilize unused vacation or lieu days for the observance of up to two non-Christian spiritual or holy days per year.

2417 Pre-retirement Leave:

(a) Full-time nurses who:

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

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

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

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

(b) Part-time nurses who:

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

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

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

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

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

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

ARTICLE 25 – SENIORITY

2501 “Seniority” shall be defined as the length of the nurse’s continuous employment in hours from the most recent date on which she/he commenced work with the Employer.

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

2503

- The seniority of a nurse will be retained but will not accrue if:
- (i) she/he is on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
 - (ii) she/he is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D & R for a period of more than two (2) years from the date of the first absence from work related to the injury or illness.
 - (iii) she/he is on an educational leave of absence in excess of two (2) years;
 - (iv) She/he is laid off for more than twenty six (26) weeks and less than three (3) years.
 - (v) She/he obtains a term position of fifty-four (54) weeks or less, outside the bargaining unit within the facility.

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 three (3) 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 within the facility which is greater than fifty-four (54) weeks.
 - (vii) she/ he is absent for three (3) consecutive days without valid reason.
 - (viii) she/he retires

2506

The Employer shall, once annually, upon written request, provide the Union with a seniority listing of names of nurses within the scope of this Agreement together with the length of each nurse's continuous employment with the Employer expressed in

hours. 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 four (4) weeks of written notice, exclusive of any vacation due.

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 pay in lieu of notice or deduct equivalent pay from the nurse's terminal pay when she/he fails to give the required notice

2604 Each nurse shall receive all salary earned to the date of termination and pay in lieu of unused vacation on the next following pay day or as mutually agreed.

ARTICLE 27 -- LAYOFF AND RECALL

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

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

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

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

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

Notwithstanding Article 3402, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided she/he is qualified, competent and willing to perform the required work. The available shifts accepted by the nurse on layoff may equal the nurse's regular E.F.T.

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:

$$\begin{array}{r} \text{Hours actually worked} \\ \text{by the laid-off nurse} \\ \text{-----} \\ \text{Full-time Hours} \end{array} \quad \times \quad \begin{array}{l} \text{Entitlement of} \\ \text{Full-time Nurse} \end{array}$$

- (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 two five percent (4.25%) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,
- (e) Participation in benefit plans is subject to the provisions of each plan.

Any period of time during the layoff when the nurse works additional available shifts or works in a term position shall not extend the three (3) 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 When other nurses are on layoff no new nurses within that classification will be hired except when no full-time or part-time nurse on layoff is qualified, competent and willing to perform the required work, or except for reasons of special skill requirements.

2705 Nurses are to be recalled in order of seniority as outlined in Article 2701 provided that such nurses retain seniority, are qualified, competent and willing to perform the required work. Notice of recall shall be delivered personally or by registered mail. For recall purposes, if a nurse will be away from his/her normal residence for a period in excess of three (3) days, she/he shall notify the Employer of her/his intended whereabouts. The nurse on layoff must advise the Employer in writing within forty-eight

(48) hours of receipt of the notice of recall that she/he will be available to begin work at a time designated by the Employer not to be less than seven (7) calendar days after the date of notice of recall, unless otherwise agreed.

2706 In the event of the deletion of an occupied position, a two (2) week notice shall be given to the incumbent who will be entitled to exercise her/his seniority rights to displace a less senior nurse within the position classification subject to her/his qualifications and competence. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.

After the initial deletion of position(s) each nurse who is advised that she/he is being displaced from her/his position shall be given a maximum of up to three (3) working days from the day she/he is notified to exercise her/his seniority rights by indicating in writing to the Employer which nurse she/he will be displacing.

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 sent to the President of the Local during the period when any nurses are on layoff.

2708 Accumulated vacation entitlement shall be paid out at time of layoff except where, prior to the date of layoff, a nurse has been awarded a term or permanent position which commences within four (4) weeks of date of layoff.

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 Upon promotion, a nurse shall receive a salary applicable to her/his new classification which provides an increase of at least one increment above her/his former salary. A promotion shall mean an increase in classification from one occupational classification to another.

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

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 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/member.

2902 If the action referred to in Article 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 the opportunity to examine any document which is placed in her/his personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against her/him, and her/his reply to any such document shall also be placed in her/his personnel file. Upon written request the nurse shall also receive an exact copy of such document.

2904 A nurse accompanied by a Union representative if she/he so elects may examine her/his personnel file upon request twice per year. A Management representative may be present. The nurse may provide a written reply to any document in the file which reply will be placed in the file. In the event of a grievance being initiated as a result of an alleged contract violation, access to the nurse's file will be permitted, and upon request an exact copy of any documents required shall be made available.

2905 There shall be one (1) personnel file maintained by the Employer for each nurse. The contents of the nurse's official personnel record will not be released to or viewed by outside parties without the written approval of the nurse.

ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS

3001 The employer agrees to post notices of vacant positions, term positions exceeding eight (8) weeks in duration, 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 (EFT) and date of closing of the competition. Job descriptions shall be available to applicants on request.

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

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

3003 Provided that equivalent selection criteria are met, preference shall be given to nurses presently in the employ of the Employer who have submitted a written application for the vacant, term or new position.

3004 Each nurse who applies for a posted vacancy will be notified in writing of the disposition of her/his application

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

3006 Any nurse securing an alternate position or reclassifying from fulltime to part-time, or vice versa shall do so through a job competition as provided for in this Article.

3007 Term Position:

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

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

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

In case a nurse on Maternity or Parental Leave wants to exercise her/his right to return from such leave earlier than anticipated, having given appropriate notice as per 2408 (g), the Employer shall state on the job posting that the said term position 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 term position, except that a nurse occupying a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

On expiry of the term position the nurse:

- (a) newly hired from outside the Facility, or a casual nurse from within the facility, shall be entitled to exercise her/his seniority rights to obtain any vacant position for which she/he is qualified, without interruption of seniority or benefits provided the nurse has applied for and has been awarded the position within four (4) weeks of the expiry of the term position and the position commences within six (6) weeks of the expiry of the term position
- (b) who was employed by the Employer immediately prior to accepting the term position shall return to her/his former position.

3008 The successful applicant for a posted position shall be placed on trial for a period of three (3) months. Conditional on a satisfactory performance appraisal, such trial promotion or transfer shall be confirmed after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position, or if the nurse finds herself/himself unable to perform the duties of the new position during the trial period, she/he shall be returned to her/his former position and salary without loss of seniority. Any other nurse promoted or transferred, because of the rearrangement of positions shall also be returned to her/his former position and salary without loss of seniority.

ARTICLE 31 – PROBATIONARY PERIOD

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

ARTICLE 32 -- PERFORMANCE APPRAISALS

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

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

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

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

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

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

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

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

3402 Part-time nurses who make known 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. When only two bargaining unit nurses are scheduled and one is absent from a scheduled shift, the Employer may replace the absent employee, for a minimum of four (4) hours, with an available part-time nurse who can be contacted by telephone.

3403 A nurse required to report back to work after leaving the grounds of the Facility following completion of a 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 Article commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

3404

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

3405

(a) vacation pay shall be calculated as follows:

$$\frac{\text{Hours Paid at Regular Rate of Pay (during vacation year)}}{\text{Full-time Hours}} \times \text{Entitlement of a Full-time Nurse}$$

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

3406

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

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

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

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

3409 Seniority accumulated by a part-time nurse up to June 30, 2002 shall be retained; and effective from July 1, 2002 seniority will be calculated in accordance with regular hours worked.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES

The terms of this Collective Agreement do not apply to the casual nurses except as specified in this Article.

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

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

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

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

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

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

3504: Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 16;
- shift premium and weekend premium outlined in Article 17;
- Responsibility pay premium outlined in Article 19;
- transportation allowance outlined in Article 20;
- the rights outlined in 2905;
- the Educational Development Allowance in 2407(c).

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

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

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

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

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

3509 Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position in accordance with

3007 (a), she/he shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

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

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

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

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

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

3602 Out of Province Nurses

- (a) A person in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory whose name appears on the

graduate nurse or graduate psychiatric nurse register may commence employment at the Nurse II Start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of her/his employment, shall receive recognition of previous experience as specified in 3803, retroactive to the date of her/his employment.

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

3603 Termination

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

ARTICLE 37 -- HEALTH PROGRAM

3701 Before final acceptance for employment all applicants will be required to pass a physical examination by their own doctor at their expense. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the nurse and the Facility, and the results of which shall be made available to the Employer prior to the expiry of the Probationary period. If a nurse is assigned to work before the results of the physical examination are delivered to the Employer, it is

understood that continued employment is conditional upon the satisfactory results of the physical examination.

3702 Subsequent physical examinations and x-rays may be required by the Employer at its cost, for the benefit of the nurse and the Facility. The time required to attend same will be paid at straight time rates and shall not result in overtime.

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

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

ARTICLE 38 -- SALARIES AND INCREMENTS

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

3802 "Basic or regular salary or pay" shall mean the rates of pay shown in Appendix "A" (salaries) and Appendix "B" (Academic Allowances).

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

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

(b) The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at the Nurse II 1 Year rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of her/his employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with her/him, grant such additional increments as performance warrants, with a minimum of one (1)

increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

3804 Applicable to Licensed Practical Nurses:

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

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

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

3806 Increments:

- (a) Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the nurse's employment, or as altered by the terms of this agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the nurse, withhold an annual increment, subject to review within and not later than three (3) months of the date such increment was withheld.
- (b) If a nurse takes an unpaid leave of absence, the annual date on which she/he will be paid an increment will be delayed for one (1) month for every full month she/he is on leave of absence except that salary increases will not be delayed because of educational leave of up to two (2) years.

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

3808 Wages and benefits are subject to across the board increase at the Employer's discretion. The Employer at its discretion may grant additional or earlier increments to an individual nurse.

3809 Retroactivity:

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

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

ARTICLE 39 – BENEFITS

The following benefits shall be provided, to be paid for and administered in accordance with the rules and regulations of the plans, which are more fully described in the plan literature. By way of summary only, the plans are:

3901 Dental Plan

The parties agree that the HealthCare Employees Benefit Plan (HEBP) sponsored Manitoba Blue Cross Dental Plan will be on a 50-50 cost shared basis.

3902 Disability & Rehabilitation

The Employer agrees to participate in the Disability and Rehabilitation Plan. The benefit levels will be as stipulated in the D & R Plan. The current premium for the nurse is one percent (1%) of base salary and the current premium for the employer is one point three percent (1.3%) of base salary. Effective December 31, 2009, the Employer will pay the entire premium to a maximum of two point three percent (2.3%).

3903 Group Insurance Plan

The Sun Life Assurance Company of Canada Group Insurance Plan currently in effect, at shared 66/33 cost to the Employer and nurses. The Employer shall be entitled to substitute alternative plans, as it sees fit, following sixty (60) days' notice and discussion with the union, provided such substitute plan provides benefits to the nurses which are approximately equivalent on an overall basis.

3904 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.

New 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.

3905 Pension Plan**Part A**

The Employer and the Union agree to participate in the HEPP Jointly Trusteed/Merged Pension Plan for the employees covered by this Collective Agreement in accordance with the Trust Agreement and Plan Text as established by the Board of Trustees as anticipated and in accordance with the September, 1996 Memorandum of Understanding for Amalgamation of the Pension Plan for Employees of Participating Health Care Organizations in Manitoba (“MHO Plan”) and the Retirement Plan for Employees of the Health Sciences Centre and St. Boniface General Hospital et al (HSC/SBGH Plan).

The parties agree that the plans' liabilities and assets, including surpluses for the employees covered by this Collective Agreement, will be transferred from the existing plans to the successor plan. The contribution rate schedule as indicated in the Memorandum of Understanding of September, 1996 may only be amended by the process outlined in the Trust Agreement or through collective bargaining.

It is understood that the Employer's only obligation in respect of the plans is to provide the plans, and that the right to participation and entitlement to benefits are determined by the terms of the plans themselves.

Employees enrolled in the HEPP Plan as at June 14, 2000 shall be "grandfathered" in the HEPP Plan.

Part B

All nurses who are employed by the Employer as at February 6, 2003, [and not currently enrolled in the HEPP Plan as determined at June 14, 2000] and those hired after February 6, 2003 shall be required to participate in the "London Life Great West Life" Manitoba Government registered pension plan referred to as the "Manitoba Simplified Money Purchase Pension Plan" # 42382.

The Employer and employee (Nurse member) contribution rates are to be increased as follows:

Pension Contribution Rates	Employer		Nurse Member	
	<YMPE	>YMPE	<YMPE	>YMPE
Effective Date				
July 1 st 2007 (First full pay period)	6.8%	8.4%	6.8%	8.4%
Jan.1 st 2011 (First full pay period)	7.8%	9.4%	6.8%	8.4%
Apr.1, 2012 (First full pay period)	7.8%	9.4%	7.6%	9.2%
Apr.1, 2013 (First full pay period)	7.9%	9.5%	7.9%	9.5%

YMPE refers to Years' Maximum Pensionable earnings under the Canada Pension Plan.

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.

ARTICLE 41 – SAVINGS

4101 It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada and/or the Province of Manitoba. Should it later be determined that it would be a violation of any legally effective Federal and/or Provincial Statute and/or Regulation(s) made thereunder to comply with any provision or provisions of this Agreement, the parties hereto agree to amend this Agreement for the sole purpose of making such provision or provisions conform to such Federal or Provincial Statute or Regulation(s) thereunder, and all other provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

APPENDIX "A" - SALARIES

**A.1 Effective January 1, 2010 monthly salaries shall be paid as follows.
Hourly Salaries calculated as (monthly salary x 12) ÷ annual hours.
Annual Hours =2015**

Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Annual	47,849.484	49,415.088	50,960.292	52,839.000	54,561.180	56,484.120	58,495.584
Monthly	3,987.457	4,117.924	4,246.691	4,403.250	4,546.765	4,707.010	4,874.632
Hourly	23.747	24.524	25.290	26.223	27.078	28.032	29.030

Nurse II (Registered Nurse, Registered Psychiatric Nurse)

	Start	1 Year	2 Year	3 Year	4 Year	5 Year
Annual	62,508.312	64,689.924	66,878.352	69,158.700	71,387.976	73,692.132
Monthly	5,209.026	5,390.827	5,573.196	5,763.225	5,948.998	6,141.011
Hourly	31.021	32.104	33.190	34.322	35.428	36.572

WEEKEND WORKER RATES:

Weekend Worker - Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Annual	55,026.912	56,827.356	58,604.340	60,764.856	62,745.360	64,956.744	67,269.924
Monthly	4,585.576	4,735.613	4,883.695	5,063.738	5,228.780	5,413.062	5,605.827
Hourly	27.309	28.202	29.084	30.156	31.139	32.237	33.385

Weekend Worker - Nurse II (Registered Nurse, Registered Psychiatric Nurse)

	Start	1 Year	2 Year	3 Year	4 Year	5 Year
Annual	71,884.548	74,393.412	76,910.112	79,532.496	82,096.176	84,745.956
Monthly	5,990.379	6,199.451	6,409.176	6,627.708	6,841.348	7,062.163
Hourly	35.675	36.920	38.169	39.470	40.743	42.058

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.

A.2 Effective April 1, 2012 – Monthly salaries include a 3% increase.
Hourly Salaries calculated as (monthly salary x 12) ÷ annual hours.
Annual Hours =2015

Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Annual	49,284.972	50,897.544	52,489.104	54,424.176	56,198.016	58,178.640	60,250.452
Monthly	4,107.081	4,241.462	4,374.092	4,535.348	4,683.168	4,848.220	5,020.871
Hourly	24.459	25.259	26.049	27.010	27.890	28.873	29.901

Nurse II (Registered Nurse, Registered Psychiatric Nurse)

	Start	1 Year	2 Year	3 Year	4 Year	5 Year
Annual	64,383.552	66,630.612	68,884.704	71,233.452	73,529.616	75,902.904
Monthly	5,365.296	5,552.551	5,740.392	5,936.121	6,127.468	6,325.242
Hourly	31.952	33.067	34.186	35.352	36.491	37.669

WEEKEND WORKER RATES:

Weekend Worker - Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Annual	56,677.716	58,532.172	60,362.472	62,587.800	64,627.716	66,905.436	69,288.024
Monthly	4,723.143	4,877.681	5,030.206	5,215.650	5,385.643	5,575.453	5,774.002
Hourly	28.128	29.048	29.957	31.061	32.073	33.204	34.386

Weekend Worker - Nurse II (Registered Nurse, Registered Psychiatric Nurse)

	Start	1 Year	2 Year	3 Year	4 Year	5 Year
Annual	74,041.092	76,625.208	79,217.412	81,918.480	84,559.056	87,288.336
Monthly	6,170.091	6,385.434	6,601.451	6,826.540	7,046.588	7,274.028
Hourly	36.745	38.027	39.314	40.654	41.965	43.319

**A.3 Effective October 1, 2012 – Monthly salaries include the addition of a 20 Year Long Service Step.
Hourly Salaries calculated as (monthly salary x 12) ÷ annual hours.
Annual Hours = 2015**

Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Annual	49,284.972	50,897.544	52,489.104	54,424.176	56,198.016	58,178.640	60,250.452	61,455.468
Monthly	4,107.081	4,241.462	4,374.092	4,535.348	4,683.168	4,848.220	5,020.871	5,121.289
Hourly	24.459	25.259	26.049	27.010	27.890	28.873	29.901	30.499

Nurse II (Registered Nurse, Registered Psychiatric Nurse)

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	20 Year
Annual	64,383.552	66,630.612	68,884.704	71,233.452	73,529.616	75,902.904	77,420.964
Monthly	5,365.296	5,552.551	5,740.392	5,936.121	6,127.468	6,325.242	6,451.747
Hourly	31.952	33.067	34.186	35.352	36.491	37.669	38.422

WEEKEND WORKER RATES:

Weekend Worker - Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Annual	56,677.716	58,532.172	60,362.472	62,587.800	64,627.716	66,905.436	69,288.024	70,673.784
Monthly	4,723.143	4,877.681	5,030.206	5,215.650	5,385.643	5,575.453	5,774.002	5,889.482
Hourly	28.128	29.048	29.957	31.061	32.073	33.204	34.386	35.074

Weekend Worker - Nurse II (Registered Nurse, Registered Psychiatric Nurse)

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	20 Year
Annual	74,041.092	76,625.208	79,217.412	81,918.480	84,559.056	87,288.336	89,034.108
Monthly	6,170.091	6,385.434	6,601.451	6,826.540	7,046.588	7,274.028	7,419.509
Hourly	36.745	38.027	39.314	40.654	41.965	43.319	44.186

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

**A.4 Effective December 31, 2012 – Monthly salaries include a 1% increase.
Hourly Salaries calculated as (monthly salary x 12) ÷ annual hours.
Annual Hours = 2015**

Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Annual	49,777.824	51,406.524	53,013.996	54,968.412	56,759.988	58,760.436	60,852.960	62,070.012
Monthly	4,148.152	4,283.877	4,417.833	4,580.701	4,729.999	4,896.703	5,071.080	5,172.501
Hourly	24.704	25.512	26.310	27.280	28.169	29.162	30.200	30.804

Nurse II (Registered Nurse, Registered Psychiatric Nurse)

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	20 Year
Annual	65,027.388	67,296.924	69,573.552	71,945.796	74,264.916	76,661.928	78,195.168
Monthly	5,418.949	5,608.077	5,797.796	5,995.483	6,188.743	6,388.494	6,516.264
Hourly	32.272	33.398	34.528	35.705	36.856	38.046	38.807

WEEKEND WORKER RATES:

Weekend Worker - Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Annual	57,244.500	59,117.496	60,966.096	63,213.684	65,273.988	67,574.496	69,980.904	71,380.524
Monthly	4,770.375	4,926.458	5,080.508	5,267.807	5,439.499	5,631.208	5,831.742	5,948.377
Hourly	28.409	29.339	30.256	31.372	32.394	33.536	34.730	35.425

Weekend Worker - Nurse II (Registered Nurse, Registered Psychiatric Nurse)

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	20 Year
Annual	74,781.504	77,391.456	80,009.580	82,737.660	85,404.648	88,161.216	89,924.448
Monthly	6,231.792	6,449.288	6,667.465	6,894.805	7,117.054	7,346.768	7,493.704
Hourly	37.112	38.408	39.707	41.061	42.384	43.752	44.628

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

- (i) January 1, 2010 – Appendix “A” to reflect Central Table rates of October 1, 2009.

Effective Date of Ratification- Each nurse shall be entitled to a one-time lump sum payment calculated on the following basis:

0.02 (2 %) x the nurse’s earnings (exclusive of overtime) in the twenty – six (26) pay periods immediately preceding the date of ratification.

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.

- (ii) January 1, 2011 – Appendix “A” to remain unchanged
(iii) January 1, 2012 - Appendix “A” to remain unchanged
(iv) April 1, 2012 – 2% general increase in monthly salaries plus 1% market adjustment (non-compounded) to reflect Central Table adjustment of April 1, 2012.
(v) October 1, 2012 – implementation of a 20 year Long Service Step equivalent to 2% as below.

Effective October 1, 2012, in addition to the rates of pay specified in Schedule “A”, nurses with 20 or more calendar years of service shall receive a 2% Long Service Step. For the purposes of determining eligibility, service recognition shall be determined in the same manner as calculated in Article 2105.

- (vi) December 31, 2012 – 1% Market Adjustment to reflect Central Table adjustment of December 31, 2012.

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:

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

\$0.298 per hour for all paid hours

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

\$0.596 per hour for all paid hours

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

\$0.893 per hour for all paid hours

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

- C.1 Occupational classifications are as follows:
- (a) Nurse II – A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
 - (b) L.P.N. -- A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurses Act of Manitoba.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
TUDOR HOUSE PERSONAL CARE HOME HEALTH CORPORATION
AND
TUDOR HOUSE NURSES LOCAL 117
OF THE MANITOBA NURSES' UNION**

1. RE: RATIFICATION OF COLLECTIVE AGREEMENT

The ratification date of the current Collective Agreement occurred on April 11, 2011.

2. RE: GROUP BENEFIT PLANS

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

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

3. RE: MENTORSHIP

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

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

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

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

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

A Registered Nurse or Registered Psychiatric Nurse or Licensed Practical Nurse shall receive an additional \$0.70 per hour (Effective September 1, 2008) for each hour assigned by the Employer as a mentor.

4. RE: AGENCY NURSES

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

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

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

5. RE: EMPLOYMENT SECURITY

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

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

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

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

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

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

[This memo applies in all instances where employment security is an issue, except in cases related to 2403 paragraphs two (2) and three (3) and in the job sharing memorandum (where one exists) where reference is made to layoff.]

6. RE: REPRESENTATIVE WORKFORCE

The parties are supportive of the principals of the Representative Workforce

The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate

employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned parties will work in cooperation with the RHAs when funded to:

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

7. RE: JOB SHARING

1. When a full-time position is posted, two (2) nurses may apply to equally share that position. Both nurses sharing the position shall be given part-time employment status and shall earn benefits as provided for in the Collective Agreement.
2. The decision to allow two (2) nurses to split a full-time position rests solely with the Employer who will consider the operational needs of the facility, including impact on resident care delivery and the workloads of the other staff within the facility.
3. In the event that one (1) nurse in the job sharing position is in receipt of income protection, or is on a leave of absence or vacation, the other nurse in the job sharing position may be offered first option to refuse the additional available shifts created by the absent nurse in the job sharing position.
4. In the event that one (1) of the nurses sharing a full time position resigns, the position will be posted with the following wording noted on the job posting:

“This full-time position is currently being filled by two (2) nurses working regular part-time. The remaining nurse wishes to continue working her half of the rotation and she will be allowed to do so if another nurse is willing to work the other half of the rotation. If you wish to apply for the other half of this rotation please apply in the normal manner stating same.”

5. Providing there is another nurse willing to share the full-time rotation and she is acceptable to the Employer, the remaining nurse will be maintained in the shared position.
6. If no nurse is willing to share the rotation with the remaining nurse, the posted position will be offered to the remaining nurse as full-time and will be granted to her if she wishes to change from part-time to full-time.
7. If the remaining nurse refuses to accept the position on a full-time basis, the position may be offered as full-time to the most suitable applicant for the full time job posting.
8. The remaining nurse will then be offered any part-time position that is currently vacant and if none is available, she shall be dealt with in accordance with Article 27, excluding 2701, 2704, 2705, 2706.
9. In order to accommodate the master rotation, it is understood that both nurses in the job sharing position may be required to work on alternate weekends.

8. 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.

9. 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.

10. RE: SCHEDULED SHIFTS OF LESS THAN 7.75 HOURS

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

1. The terms and conditions of the Collective Agreement shall apply to part-time nurses working shifts of less than seven and three-quarter (7.75) hours except as otherwise stated hereinafter.
2. The Employer shall notify the Union in writing of its intent to introduce a shift of less than seven and three-quarter (7.75) hours. This notice shall include reasons for the introduction of this shift. The Employer and the Union shall meet within fourteen

(14) days to discuss the introduction of the shift and the feasibility of available alternatives to same. If there are no mutually acceptable alternatives, then the following shall apply.

3. The Employer shall post all vacant, term or new positions which will include scheduled shifts of less than seven and three-quarter (7.75) hours. Such posting(s) shall specify the shift length(s) for the particular position.
4. Shifts of four (4.0) to five (5.0) paid hours shall include one (1) fifteen (15) minute rest period. Shifts of greater than five (5.0) paid hours but less than seven (7.0) paid hours shall include one (1) fifteen (15) minute rest period and exclude one (1) thirty (30) minute unpaid meal period. For shifts of seven (7.0) paid hours to seven and three-quarter (7.75) paid hours - rest and meal periods to be the same as per current agreements Article 14 for the "normal" seven and three-quarter (7.75) hour shift.
5. In the event that a nurse working such a shift agrees to remain at work beyond the end of her/his scheduled shift, she/he shall be paid for all hours worked beyond the shift at her/his basic salary up to seven and three-quarter (7.75) hours. Overtime rates of pay shall be applicable to time worked in excess of seven and three-quarter (7.75) hours, such time to have been authorized in such manner and by such person as may be directed by the Employer.
6. If a part-time nurse agrees to work an additional available shift, as referenced in 3402, she/he shall be paid for those hours at her/his basic salary unless the part-time nurse has already worked in that day, in which case overtime rates of pay shall apply.
7. No nurse shall be scheduled to work more than one (1) shift of less than seven and three-quarter (7.75) hours in any one (1) day.
8. Occasional Casual pick up or additional "short notice" available shifts of between 4 and 7.75 hours are allowed for part time and casual nurses, if mutually agreed, and is exempted under this Memorandum of Understanding but covered under Article 34 & 35 as applicable.

11. RE: NURSE WEEKEND WORKER (HEREINAFTER REFERRED TO AS WEEKEND WORKER)

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

- (a) All provisions of the Collective Agreement shall apply except as noted herein.
- (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s).

- (c) A nurse working a weekend schedule will be scheduled to work on every weekend. This may include working one or all days on the weekend as well as shifts during the week. Article 1504(d) and 3404 shall not apply to Weekend Workers.
- (d) Weekend Workers positions shall be posted in accordance with the provisions of the Collective Agreement.
- (e) A nurse replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non Weekend Worker shall be paid at her/his Weekend Worker rate of pay for the interchanged shift.
- (f) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts.
- (g) The establishment and/or existence of a Weekend Worker shall not form the basis for reclassification and/or pay adjustments of any classification under the Collective Agreement.
- (h) The Employer maintains the right to discontinue a Weekend Worker schedule with a minimum of six (6) weeks notice, at which time the schedule may be converted to normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of Weekend Worker incumbents is not required for schedule conversions where there are no other changes in the position except the conversion from a Weekend Worker rotation to a regular rotation.
- (i) Appendix "A" – Salaries for Weekend Worker positions shall be fifteen percent (15%) higher than the prevailing rate for that occupational classification.

12. RE: INCREASE OF EFT

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

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

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

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

For the duration of this Collective Agreement, the Employer and the Union shall meet on or before May 31st 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.

13. RE: EXPIRY OF LPN ADDITIONAL \$500/YEAR SALARY SCALE

The Employer and the Union each acknowledge that the "central table" scale for LPNs set out in Appendix "A" of the new collective agreement is less than the LPN scale in the preceding agreement. It is the intention of the parties to maintain the preceding agreement rates until the 'central table' rates equal or exceed the preceding agreement rates, for existing employees.

Therefore:

a) The LPNs affected by this memorandum are:

L. Bobyk LPN
 J. Favell LPN
 C. Grouette LPN
 J. Martyniw LPN
 M. Sagal LPN
 J. Schmid LPN
 D. Smela LPN
 P. Smolinski LPN
 J. Szykowski LPN
 S. Trueman LPN

b) The prior salary scale is as follows:

Monthly salaries shall be paid as follows.

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

Annual Hours =2015

Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Annual	48,349.490	49,915.090	51,460.294	53,339.004	55,061.178	56,984.121	58,995.586
Monthly	4,029.124	4,159.591	4,288.358	4,444.917	4,588.432	4,748.677	4,916.299
Hourly	23.995	24.772	25.539	26.471	27.326	28.280	29.278

Effective July 1st 2012 – Monthly salaries include a 3% increase

Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Annual	49,784.974	51,397.543	52,989.103	54,924.174	56,698.013	58,678.645	60,750.453
Monthly	4,148.748	4,283.129	4,415.759	4,577.015	4,724.834	4,889.887	5,062.538
Hourly	24.707	25.507	26.297	27.258	28.138	29.121	30.149

Effective March 31, 2013 – Monthly salaries include a 1% increase

Licensed Practical Nurse

	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Annual	50,277.824	51,906.518	53,513.994	55,468.416	57,259.993	59,260.431	61,352.958
Monthly	4,189.819	4,325.543	4,459.500	4,622.368	4,771.666	4,938.369	5,112.747
Hourly	24.952	25.760	26.558	27.528	28.417	29.410	30.448

c) All LPNs hired after date of ratification shall be placed on the 'central table' scale set out in Appendix "A" to the collective agreement.

- d) All LPNs listed in paragraph a) above shall remain on the scale set out in paragraph b) above until such time as the scale in Appendix "A" equals or exceeds the scale in paragraph b), after the expiry of this agreement (June 30, 2013) when this Memorandum #13 shall expire.

14. RE: M.H.O. REGISTERED GROUP RETIREMENT SAVINGS PLAN

The Employer and the Union mutually agree to make available the existing M.H.O. Group Registered Retirement Plan (GRRSP) Contract # 42645-393 Great West Life Assurance Company/Group Retirement Services. Such plan shall provide for payroll deduction, and each nurse shall be responsible for determining her/his own available RRSP contribution under federal law.

15. RE: SECONDMENT OF A NURSE ELECTED TO SERVE AS PRESIDENT OF THE MANITOBA NURSES' UNION

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

1. A nurse employed by the Employer who is elected to the full-time position of President of the Manitoba Nurses' Union, shall be considered as continuing in the employ of the Employer during the nurse's term of office as President of the Manitoba Nurses' Union and shall be considered to be seconded to the Manitoba Nurses' Union during the term of office.
2. For the purposes of administering the period of secondment, the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall function as the official contact person in any dealings with the Employer. In addition the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall be accountable for:
 - (i) notifying the Employer, in writing, of the official commencement and termination date of the President's term of office;
 - (ii) determining the bi-weekly payroll record of the President and notifying the Employer of same.

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

3. Reimbursement of Employer Costs

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

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

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

4. Income Protection

- (i) The Union President will accumulate income protection credits at the rate of one and one-quarter (1.25) days per month during the period of secondment. In the event that the Manitoba Nurses' Union President is absent during the secondment period due to accident or illness and the income protection credits accumulated during the period of secondment are insufficient to cover full payment of sick leave, the Employer will pay the Manitoba Nurses' Union President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs (ii) and (iii) below.
- (ii) Upon the nurse's return to work following the period of secondment the amount of income protection accumulated during the period of secondment will be reconciled against the amount of income protection utilized during this same period. In the event the difference is positive i.e. the amount accumulated is greater than the amount utilized, the nurse will be eligible to utilize the difference (unutilized income protection credits) at a future date. It is understood that utilization of these income protection credits may only occur once the nurse exhausts all income protection credits accumulated during her/his normal course of employment with the Employer.
- (iii) It is further understood that these income protection credits shall not be stored in the nurse's income protection bank within the computerized payroll system. Following the period of secondment, a record of these credits will be provided to the nurse along with a copy in the personnel file of the nurse. In the event and at the point that the nurse wishes to utilize these income protection credits, she/he will advise the Human Resources Department. The Employer will pay said income protection and bill the Manitoba Nurses' Union for the cost.

5. Disability & Rehabilitation Plan (D & R)

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

6. Accumulation of Paid Vacation

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

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

7. Seniority/Service

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

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