

# ***COLLECTIVE AGREEMENT***

BETWEEN

**AXR OPERATING (NATIONAL) LP INC.  
OPERATING AS CHARLESWOOD CARE CENTRE**

AND

**CHARLESWOOD NURSES LOCAL 64  
OF THE MANITOBA NURSES' UNION**

---

July 1, 2024 to June 30, 2028

***mnw***  
**MANITOBA NURSES UNION**

## Table of Contents

<b>PREAMBLE .....</b>	<b>4</b>
<b>ARTICLE 1 -- SCOPE OF RECOGNITION .....</b>	<b>5</b>
<b>ARTICLE 2 - DURATION .....</b>	<b>5</b>
<b>ARTICLE 3 -- DEFINITIONS .....</b>	<b>5</b>
<b>ARTICLE 4 -- MANAGEMENT RIGHTS .....</b>	<b>7</b>
<b>ARTICLE 5 -- UNION SECURITY AND REPRESENTATION .....</b>	<b>8</b>
<b>ARTICLE 6 -- CONTINUANCE OF OPERATIONS.....</b>	<b>10</b>
<b>ARTICLE 7 -- NON DISCRIMINATION .....</b>	<b>10</b>
<b>ARTICLE 7A -- HEALTH AND SAFETY .....</b>	<b>11</b>
<b>ARTICLE 7B -- REPRESENTATIVE WORKFORCE .....</b>	<b>13</b>
<b>ARTICLE 8 -- TECHNOLOGICAL CHANGE .....</b>	<b>13</b>
<b>ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT .....</b>	<b>14</b>
<b>ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS .....</b>	<b>14</b>
<b>ARTICLE 11 -- JOINT COMMITTEES .....</b>	<b>15</b>
<b>ARTICLE 12 -- GRIEVANCE PROCEDURE.....</b>	<b>18</b>
<b>ARTICLE 13 -- ARBITRATION PROCEDURE .....</b>	<b>19</b>
<b>ARTICLE 14 -- HOURS OF WORK.....</b>	<b>21</b>
<b>ARTICLE 15 -- SHIFT SCHEDULES .....</b>	<b>22</b>
<b>ARTICLE 16 -- OVERTIME .....</b>	<b>24</b>
<b>ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM.....</b>	<b>25</b>
<b>ARTICLE 18 -- STANDBY.....</b>	<b>26</b>
<b>ARTICLE 19 -- RESPONSIBILITY PAY .....</b>	<b>26</b>
<b>ARTICLE 20 -- TRANSPORTATION ALLOWANCE .....</b>	<b>26</b>
<b>ARTICLE 21 -- VACATIONS.....</b>	<b>27</b>
<b>ARTICLE 22 -- RECOGNIZED HOLIDAYS .....</b>	<b>29</b>
<b>ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION.....</b>	<b>30</b>
<b>ARTICLE 24 -- LEAVE OF ABSENCE .....</b>	<b>35</b>
<b>ARTICLE 25 -- SENIORITY.....</b>	<b>46</b>
<b>ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT.....</b>	<b>48</b>
<b>ARTICLE 27 -- LAYOFF AND RECALL .....</b>	<b>49</b>
<b>ARTICLE 28 -- BLANK .....</b>	<b>52</b>
<b>ARTICLE 29 -- DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE .....</b>	<b>52</b>
<b>ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS.....</b>	<b>53</b>
<b>ARTICLE 30A -- NURSE INITIATED MOBILITY .....</b>	<b>55</b>
<b>ARTICLE 31 -- PROBATIONARY PERIOD .....</b>	<b>58</b>

ARTICLE 32 -- PERFORMANCE APPRAISALS..... 58

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY ..... 58

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES ..... 59

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES ..... 61

ARTICLE 36 -- SPECIAL UNDERSTANDINGS RE NON-REGISTERED/NON-LICENSED/GRADUATE  
PENDING LICENSE NURSES ..... 63

ARTICLE 37 -- HEALTH PROGRAM..... 64

ARTICLE 38 -- SALARIES AND INCREMENTS ..... 65

ARTICLE 39 -- EMPLOYEE BENEFIT PROGRAM ..... 68

ARTICLE 40 -- STAFF DEVELOPMENT ..... 69

APPENDIX "A" -- SALARIES..... 70

APPENDIX "B" -- ACADEMIC ALLOWANCES ..... 74

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS ..... 75

APPENDIX "D" -- CONTINUANCE INCENTIVE..... 76

**MEMORANDA OF UNDERSTANDING**

1. RE: RATIFICATION OF COLLECTIVE AGREEMENT..... 78

2. RE: RETIREMENT PLAN ..... 78

3. RE: AGENCY NURSES..... 78

**SUPPLEMENTARY MEMORANDA**

RE: COVID REACTIVATION..... 80

RE: SALARY ENHANCEMENT INCENTIVE- 2080 ANNUAL HOURS ..... 83

**THIS AGREEMENT MADE BETWEEN:**

**AXR OPERATING (NATIONAL) LP INC.  
OPERATING AS CHARLESWOOD CARE CENTRE**

(hereinafter referred to as the "Employer")

**OF THE FIRST PART**

**--and--**

**CHARLESWOOD NURSES LOCAL 64  
OF THE MANITOBA NURSES' UNION**

(hereinafter referred to as the "Union")

**OF THE SECOND PART**

**PREAMBLE**

WHEREAS, it is the desire of both parties to this Collective Agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Long Term 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;

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; and

WHEREAS the Employer recognizes the responsibility to secure nurses from risks to their safety, health and welfare arising out of or in connection with the activities in their workplaces, the Employer will comply with their responsibilities in accordance with Section 2(2) of The Workplace Safety and Health Act.

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-6711.

## ARTICLE 2 - DURATION

**201** This Collective Agreement shall be in full force and effect from 1<sup>st</sup> day of July 2024, up to and including the 30<sup>th</sup> of June, 2028.

**202** Either party 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, or as mutually agreed between the parties. 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 Collective Agreement shall continue in effect following the expiry date until replaced by a new Collective 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, a graduate nurse, a graduate practical nurse or a graduate psychiatric nurse who is employed by the Employer in one of the occupational classifications described in Appendix "C" attached hereto and forming part of this Collective Agreement, subject to Article 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 (total hours 2080 per year).
- (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 (8.0) hours per bi-weekly period when averaged over a four (4) week period.
- (c) A casual nurse is one called in occasionally to replace a full-time or part-time nurse or to supplement regular staff coverage in situations of unforeseen staff shortage; including for periods of vacation.

**303** "Weekend" shall mean the 48 hour period between 0001 hours on the Saturday to 2400 hours on the following Sunday.

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

**305** The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.

**306** A "Registered Nurse" is a person entitled to practice under the Regulated Health Professions 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 Regulated Health Professions 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 Collective 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** "Position" shall mean employment status, occupational classification and shift.

**311** Definition of Continuous Service/Length of Employment

"Length of Employment" with an Employer shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Collective Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and "Length of Service" shall have a similar meaning. Conversion from full-time or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee's length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

**312** “Nurse Representative” shall mean a nurse who is appointed by the Union for the purposes of Union-Management relations. Without intending to limit the generality of the foregoing, this may include representation during meetings and/or negotiations with the Employer arising out of the Collective Agreement.

**313** “Layoff” shall mean the temporary or permanent removal of a nurse from active employment status as a result of an employment security notice issued in accordance with Article 27.

It is understood that nothing contained in the definition of layoff shall abrogate, limit or restrict any right of a nurse as provided in Article 27.

**314** “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.

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

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

- (i) To determine and establish standards and procedure for the quality care, welfare, safety and comfort of the residents in the Home, 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 the nurses and to alter such rules and regulations, provided that such rules and regulations shall not be inconsistent with the provisions of this Collective Agreement. Prior to implementing any rules, regulations, policies or practices or change thereto, the Employer shall post the same on the bulletin board and will send a courtesy copy to the Union;
- (ii) To hire, discharge, transfer within the Home, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion of classification, or a claim that a nurse has been discharged or disciplined without just cause may be the subject of a grievance;
- (iii) To control the direction of the working forces, the right to plan, direct and control the operation of the Home, the right to introduce new and improved methods, facilities, equipment, combining or splitting up of departments, work schedules, the number of employees required for the Employer's purposes and the increase or reduction of personnel;

- (iv) To exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this Collective Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Collective Agreement.

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

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

**501** All nurses who are Union members in good standing, or who may subsequently become Union members in good standing shall as a condition of employment maintain union membership during the life of this Collective Agreement. All nurses who are not Union members shall not be required to become members as a condition of employment. All new nurses hired shall as a condition of employment, become Union members within ninety (90) days from the date of employment and shall as a condition of employment, remain Union members in good standing during the life of this Collective Agreement.

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. Such direction shall include any dues exemptions. The Employer shall forward such dues to the Manitoba Nurses' Union by the 15<sup>th</sup> day of the following month, together with an electronic list of the names of nurses for whom deductions have been made and a list of the names of all nurses newly hired/terminated and all nurses on leave of absence for a period of four (4) weeks or longer. Electronic copies of the lists will be provided with specifications as indicated below.

Annually, by January 31<sup>st</sup>, a list including the name, address, and telephone number of each nurse currently in the bargaining unit shall be sent to the Union. This information may only be used by the Union for the purpose of communicating with its members.

The Union commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information.

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

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

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

**504** The Union shall notify the Employer in writing of any changes in the amount of dues, or of any special general assessments, 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 Collective 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 in writing with a list of officers and nurse representatives of the Union and shall provide the Employer with a revised list within fourteen (14) days of any changes made. The Employer shall recognize Union officers and nurse representatives upon receiving notice from the Union.

The Employer shall notify the Union in writing of any changes in relevant Management or Human Resources positions within fourteen (14) days of such changes.

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

**508**

(a) Two (2) nurse representatives or officers of the Union per Home, unless mutually agreed otherwise by the Employer and the Union, shall be granted time off duty without loss of pay during the nurses' regular scheduled hours of work to participate in negotiations in which both the Union and the Employer are represented.

A nurse scheduled on the night shift or the evening shift on which the day of the negotiations takes place shall receive paid time off for the nurse's regular hours of that shift.

(b) In the event of joint negotiations involving this Employer and more than four (4) Homes, one (1) nurse representative or officer of the Union per Home unless mutually agreed otherwise by the Employer and the Union shall be granted time off duty without loss of pay during the nurses' regular scheduled hours of work to participate in negotiations in which both the Union and the Employer are represented.

A nurse scheduled on the night shift or the evening shift on which the day of the negotiations takes place shall receive paid time off for the nurse's regular hours of that shift.

**509** The Union agrees to provide copies of this Collective Agreement or a link to the electronic copy of the Collective Agreement to each newly hired nurse at the time of their orientation.

**510** The Employer agrees to provide bulletin board space in the Home for the use of the Union. Prior to posting, the material intended to be posted shall be presented to the Executive Director or their designate who shall have the right to refuse permission to post if the material is considered damaging to the Home.

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

**512** A representative of the Union shall be granted up to forty-five (45) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union.

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

**514** Where a nurse, as a member of the MNU bargaining committee has their scheduled week of vacation fully or partially disrupted due to collective bargaining negotiation meetings with the Employer, the nurse may, at their election, choose to re-schedule their vacation amongst remaining available weeks in the vacation schedule within the current vacation year, or carry over the disrupted vacation for use in the subsequent vacation year.

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

**601** The Union agrees that during the life of this Collective Agreement there shall be no strike, and to this end the Union will take affirmative action to prevent any nurse covered by this Collective Agreement from striking. The Employer agrees that for the duration of this Collective Agreement, there shall be no lockout.

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

**701** The Employer and the Union agree 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 disability, nor by reason of their membership or non-membership or activity in the Union or any other applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba, which may be amended from time to time.

**702** The Employer and the Union agree that no form of workplace harassment, sexual harassment, disruptive workplace conflict, disrespectful behavior or violence shall be condoned in the work place and it is further agreed that both parties shall 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, except where disclosure is required by law.

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

**7A01** The parties to this Collective Agreement endorse the importance of a safe and secure environment in which nurses must work. The parties will work together in recognizing and resolving Occupational Health and Safety issues. Any nurse who believes a situation may become unsafe shall report this to their immediate Supervisor.

**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.

Regular pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurse(s) who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Workplace Safety & Health Committee.

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

As part of the above paid education days, new Committee Members shall be required to attend a basics course offered by Manitoba Workplace Safety and Health or an equivalent

course approved by the Workplace Safety and Health Committee within their first year on the Committee.

On an annual basis the Workplace Safety and Health Committee will be provided with and will review the security/response plans and all other or applicable policies and regulations for review.

The Employer will make available appropriate Critical Incident support to a nurse affected by a Critical Incident, an incident or circumstances that are deemed by the nurse to be outside the normal experience of their duties/workplace, and/or upon request of the nurse, or the manager on behalf of the nurse.

The Employer will provide information as to the nature of the support provided by the Employer.

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

There shall be a policy supporting a Respectful Workplace and 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. Where a respectful workplace complaint is filed by a nurse, the Employer shall notify the Local President and/or LRO of such complaint no later than ten (10) business days following receipt of the complaint. The investigation process itself will be conducted in an impartial manner and as quickly as possible.

Any nurse who believes a situation may become abusive shall report this to the immediate supervisor. The Employer shall notify the Union within ninety-six (96) hours after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

The Employer shall design and post appropriate signage in support of the non abuse policy.

**7A05** At the request of a nurse, the Employer shall provide, at no cost to the nurse, vaccination(s) and/or immunization(s) for occupational illness(es) in accordance with the Canadian Immunization Guide from Health Canada. All reasonable efforts should be made to provide immunization(s) to the nurse during their regularly scheduled work hours.

**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 the nurse is not covered under the LTD, WCB or MPI programs. Any such nurse will be supernumerary in nature when necessary and 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 their restrictions and limitations. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

The Employer recognizes its obligation under the Human Rights Code of Manitoba to reasonably accommodate nurses with physical or mental disability up to undue hardship and will continue to adhere to legislative requirements as defined in the Code. The Employer will collaborate with the Union and the nurse on such accommodation requests.

**7A07**      Whistle Blowing Protection

Nurses who in good faith make a disclosure in accordance with The Public Interest Disclosure Act shall not be subject to discipline or reprisal.

**7A08**      The Employer recognizes its obligation to ensure, so far as is reasonably practicable, the safety, health and welfare of nurses at work. The Employer agrees that the obligation includes taking all precautions necessary, in so far as is reasonably practicable, even where there is not yet scientific certainty regarding the efficacy and/or necessity of such measures.

## **ARTICLE 7B – REPRESENTATIVE WORKFORCE**

**7B01**      The Employer's Homes in Manitoba are located on the original lands of First Nations and Inuit peoples, and on the homeland of the Métis Nation. The Employer further recognizes and respects that First Nations treaties were made on these territories and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.

**7B02**      The Union and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis, and Inuit ("Indigenous") peoples who are significantly underrepresented in the health workforce. Additional actions are needed to promote and facilitate employment of Indigenous persons in health care occupations at all levels, including Long-Term Care.

**7B03**      Truth and Reconciliation

The parties agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada, June 2015 that are relevant to health and healthcare.

## **ARTICLE 8 – TECHNOLOGICAL CHANGE**

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

- (a) to introduce technological change by altering methods or utilizing different equipment, or
- (b) in the case of qualified bargaining unit members being unavailable to perform the required work, to transfer work to outside agencies or third parties, and
- (c) if such change will displace or affect the classification of nurses in the bargaining unit, the Employer will notify the Union at least ninety (90) days in advance of such change and will meet and negotiate with them reasonable provisions to protect the interest of nurses so affected.

Failing agreement, such matters may be referred to arbitration subject to Article 12 and 13 herein.

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

- (i) shall be given first opportunity to fill any vacancy for which the nurse has seniority and for which the nurse has the qualifications and ability to perform, or
- (ii) shall have the right to displace a nurse with less seniority in accordance with Article 2708 specified in this Collective Agreement.

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

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

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

**1001** Emergency

- (a) In any emergency or disaster which imposes an unusual threat to the safety or well being of residents, nurses are required to perform duties as assigned notwithstanding any contrary provision in this Collective Agreement.

In the event the Employer declares an emergency, the Employer shall provide written confirmation of same to the President of the Local following the emergency.

The Employer will notify the Union if it has been advised by the department of the Chief Medical Officer of Health for Manitoba of a major health alert related to the Home, such as a possible pandemic occurrence.

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

**1002**      Drills

- (a) Home disaster, emergency or fire plans brought into effect by drill shall override the provisions of this Collective Agreement provided always that where overtime is worked by reason of a disaster or fire drill, nurses shall be paid in accordance with Article 16.
- (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 required.
- (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 annually. Each newly hired nurse shall receive the appropriate information relative to the emergency, disaster, and fire plans during orientation to the Home. An inservice session related to evacuation procedures will be conducted at least once annually. The Employer will ensure that the telephone fan out system will be maintained on a perpetual basis.

The Workplace Safety and Health Committee will be provided with a copy of the written Disaster Plan annually for their information. The Committee may provide feedback.

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

**1101**      Release Time

- (a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union who attend meetings of the Union Management Committee, Nursing Advisory Committee, Regional Union Management Committee, and any other Home or Regional joint committee to which the Union is required by the Employer to appoint representatives. Unless otherwise provided by this Collective Agreement, the Employer shall determine the number of nurses who are to attend such other Home joint committees.

- (b) All reasonable efforts will be made to relieve a nurse who is appointed to attend meetings of the Union Management Committee, Nursing Advisory Committee or any other Home joint committee to which the Union is required or requested to appoint representatives, without loss of salary or benefits. This Article is applicable when the meeting(s) occurs during hours the nurse is otherwise scheduled to work.

**1102**      Union Management Committee

The Employer and the Union shall each appoint up to three (3) persons to the Union Management Committee. Management representatives shall include the Executive Director and/or Director of Care and/or Assistant Director of Care; Union representatives shall include the President and/or Vice- President of the Local. Appointments shall be made by each party at their discretion 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 upon at least five (5) days written notice but not less than quarterly unless otherwise mutually agreed. Other persons may be invited to participate as required.

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

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusion reached in their discussion. The committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Minutes shall be kept of all meetings and a copy distributed to the members of the Committee and to the Regional Director.

There shall be a Regional Union Management Committee comprised of one Union representative from each Union Management Committee, the Regional Director(s) or their designate(s), the Labour Relations Director or their designate and the Labour Relations Officer. The Committee may meet twice annually or at the call of either the Labour Relations Officer or the Regional Director with five (5) days notice. It is understood and agreed that the purpose of the Regional Union Management Committee is to discuss issues that pertain to the entire region.

**1103**      Nursing Advisory Committee

- (a) At the request of either the Union, or the Employer's senior nursing management representative, a Nursing Advisory Committee (NAC) shall be established to:

- (i) Review and make recommendations relative to those unresolved issues relating to workload and staffing including documented Workload Staffing Reports.
  - (ii) Provide a forum for discussion and make recommendations on issues relative to nursing professional practice such as nursing standards, nursing functions, physical planning and layout of facilities as they relate to nursing and other matters of concern.
- (b) The NAC shall be comprised a maximum of two (2) nurses appointed by the Union and senior nursing management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.
- (c) The NAC shall meet quarterly or as otherwise mutually agreed.
- (d) The chair and the secretary of the NAC shall alternate between the parties. The secretary shall be the opposite party to the chair.
- (e) Agendas shall be circulated at least seven (7) calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.
- (f) Minutes of the NAC meetings shall be circulated to members of the committee and shall be approved at the next NAC meeting.
- (g)
  - (i) A nurse(s) with a concern as referenced in Article 1103 (a) (i) above shall discuss the matter at the unit level utilizing established lines of communication with the objective of resolving the concern. If the matter is not resolved to the satisfaction of the nurse(s), the nurse(s) may complete and submit a "NAC Summary Report" to the chair of the NAC. Workload Staffing Reports shall be responded to as soon as reasonably possible, but no later than fourteen (14) calendar days.
  - (ii) Those issues referenced in 1103 (a) (ii) above may be placed on the agenda at any time by any NAC member.
- (h) If the decision of the NAC regarding an issue referenced in 1103 (a) (i) above is unacceptable to the nurse(s) who submitted the issue, or if the NAC is unable to resolve the issue, the matter shall be referred in writing to the Home Executive Director, with a copy to the Regional Director.

- (i) The response of the Home's Executive Director shall be provided in writing to the nurse(s), with a copy to the Regional Director, and the NAC within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (j) Where, in the opinion of the nurse(s) who submitted the issue, the response from the Home Executive Director does not resolve the issue, it may be referred to the Regional Union Management Committee within twenty-one (21) days following the response.

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

**1201** For purposes of this Collective 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 Collective Agreement.

**1202** Unless dismissed, suspended or on a paid leave imposed during an investigation by the Employer a nurse shall continue to work in accordance with this Collective 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 their immediate supervisor to leave their duties in order to process grievances; they shall report to their immediate supervisor upon their return; they shall be granted this permission when, in the opinion of their immediate supervisor, it will not prejudice care, student education or require any staff replacement in either area. They shall not suffer loss of pay when engaged in such activities during regular working hours.

**1205** Complaint Discussion Stage:

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

**1206** Step One

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

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

**1207**      Step Two

If the grievance remains unresolved, the Union may within a further ten (10) days submit the grievance in writing to the Human Resources Business Partner. The Human Resources Business Partner 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 agreement of the Employer and/or the Union and shall be confirmed in writing. The parties agree that “in writing” includes electronic communications such as email.

**1210**      Subject to the provision of Article 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**      Should a grievance arise out of the discharge of a nurse, it shall proceed directly to Step 2 of the Grievance Procedure. It must be submitted in writing within ten (10) days following the date of discharge.

**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 number of nurses, of this Collective Agreement by forwarding a written statement of such grievance to the Local President of the Union with a copy to the Manitoba Nurses' Union Labour Relations Officer 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 their decision 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 1207 is received from the Human Resources Business Partner, the matter may then be referred to arbitration by the Union or the Employer as hereinafter set forth.

**1302** A referral for arbitration shall be made in writing by either party, addressed to the other party to this Collective Agreement, within the time defined in Article 1301. The referral for arbitration shall contain the names of three (3) proposed sole Arbitrators. The other party shall, within ten (10) days of the receipt of such notice, notify the party who referred the matter to arbitration of the acceptance of one of the Arbitrators named or propose others. Where the parties are unable to agree on the choice of a single Arbitrator, the party who referred the matter to arbitration may make application to the Manitoba Labour Board to select an Arbitrator or proceed as outlined in Article 1303.

**1303** If mutual agreement is not reached by both parties to choose a sole Arbitrator, in accordance with the process in Article 1302, then the party who referred the matter to arbitration shall submit the matter in dispute to a Board of Arbitration by giving notice to the other party within seven (7) days and such notice shall contain the party's one (1) nominee of the intended Board of Arbitration. The other party to the dispute shall, within seven (7) days after the receipt of such notice, also appoint a nominee and the two (2) nominees thus appointed shall, within ten (10) days thereafter, select a third member who shall be the Chairperson of the Board of Arbitration.

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

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

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

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

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

**1309** Any costs incurred by either of the parties hereto, preceding or during Arbitration proceedings, shall be borne by the respective parties incurring such costs, but the costs of the Arbitrator or of the Chairperson of the Arbitration Board shall be borne by the parties hereto in equal shares and each party shall bear the cost of its nominee to any Board of Arbitration.

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

**1311** Nothing in this Collective Agreement shall preclude a nurse or the Union 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 in writing any of the stipulated time limits.

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

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

**1314** In the interest of settling a grievance prior to an arbitration hearing and providing the parties mutually agree, the assistance of a grievance mediator may be requested from the Manitoba Labour Board and the expenses and fees of the mediator shall be borne equally by the parties.

## **ARTICLE 14 -- HOURS OF WORK**

**1401** Eighty (80) hours shall constitute a bi-weekly period of work.

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

**1403** Two (2) rest periods of fifteen (15) minutes each will be allocated by the Employer; one (1) to be taken during the first four (4) hour period of work, and one (1) to be taken during the last four (4) hour period of work.

**1404** A shift shall be eight and one-quarter (8.25) consecutive hours of work including two (2) fifteen (15) minute rest periods and including a one-half (.50) hour meal period, of which fifteen (15) minutes shall be paid.

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

**1406**

- (a) Where a nurse cannot arrive at the Home 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 Infrastructure and Transportation, the nurse shall be rescheduled at a mutually agreeable time during the following two (2) consecutive bi-weekly pay periods to work any hours missed, provided that the rescheduling shall not result in any overtime. Where the scheduling of such shift cannot be agreed upon or the nurse chooses not to be rescheduled, the nurse may take time from banked time which includes banked overtime, Recognized Holidays or vacation.
- (b) Where a nurse is unable to leave the facility due to the conditions outlined in (a) above, and is required to work, they shall be paid at the overtime rates outlined in Article 16.
- (c) Where a nurse is required to stay at or near the facility due to the conditions outlined in (a) above, in order to ensure their ability to attend their next scheduled shift, the Employer shall provide accommodation and meals for the duration.

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

## **ARTICLE 15 -- SHIFT SCHEDULES**

**1501** Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the nurse(s) concerned and the Employer. Requests for specific days off duty shall be submitted in writing at least two (2) weeks prior to posting and granted, if possible in the judgment of the Employer and a decision shall be communicated to the nurse within one (1) week of the request. Requests for interchanges in posted shifts shall be submitted in writing. Such requests for interchanges shall be co-signed by the nurse willing to exchange shifts with the applicant and must be approved in advance by the Employer.

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

**1503** Night shift shall be considered as the first shift of each calendar day (i.e. midnight to midnight). By way of example, the first shift of Saturday is the night shift which starts on Friday night and for which the majority of hours occurs on Saturday morning.

**1504** Master rotations for each nursing unit shall be planned by the Employer in meaningful consultation with the nurse(s) concerned. The process for meaningful consultation shall include:

- Employer proposes a master rotation including the Employer established criteria and provides to MNU to ensure compliance.
- The amended or new master rotation is provided to nurses to review. Nurses are provided with a reasonable time to submit feedback.
- Employer has the sole discretion to select the new master rotation and provides rationale for the selection.

Master rotations shall observe the conditions listed hereinafter:

- a) A minimum of two (2) regular shifts off between assigned shifts as defined in Article 1401.
- b) A minimum of eight (8) days off in each four (4) consecutive week period;
- c) A nurse shall receive alternate weekends off;
- d) A maximum of seven (7) consecutive days of work shall be scheduled;
- e) Shift patterns shall be either permanent days, evenings or nights or day evening or day night rotations. There shall be at least as great a number of day shifts assigned as there are night (or evening) shifts within each standard rotation pattern, whenever reasonably possible.
- f) A nurse will receive consideration in scheduling to allow them to pursue academic course(s) to further their education. Whenever reasonably possible, subject to resident care requirements, the granting of such consideration shall be based on the following:
  - i. The nurse submits their written request at least eight (8) weeks prior to the commencement of the academic course(s); and
  - ii. Another nurse(s) is/are prepared to interchange “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 their former rotation pattern.

Proof of registration in such course(s) shall be provided to the Employer upon request.

(g) No nurse shall work more than a total of sixteen (16) consecutive hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period, unless otherwise mutually agreed between the nurse and Employer.

**1505** The Christmas schedule shall be posted by November 15<sup>th</sup> and shall not be altered without mutual agreement between the Employer and the nurses affected.

## **ARTICLE 16 -- OVERTIME**

**1601** Overtime shall be authorized time worked-in excess of eight (8) hours per day or one hundred sixty (160) hours in any two (2) consecutive bi-weekly periods. Authorization must be obtained prior to the start of any overtime work except in emergency situations. The Employer agrees the authorization in these emergency situations will not be unreasonably withheld. Payment for overtime worked when emergency circumstances prevent prior authorization shall be subject to a claim accompanied by a special written report prepared by the nurse before leaving the Home substantiating the reason for the overtime work.

**1602** Each nurse shall be paid at the rate of two (2) times their basic pay for all authorized overtime in any one day. A full-time nurse shall receive two (2) times their basic salary for all overtime worked on a scheduled day off. However, notwithstanding Article 1601 above, all overtime worked on a Recognized Holiday shall be paid at two and one-half (2.50) times their basic pay.

**1603** Notwithstanding Articles 1601 and 1602 above, whenever a nurse works two (2) consecutive shifts, they shall receive pay at the rate of double their basic pay for the second shift, except when the second consecutive shift is worked on a Recognized Holiday, they shall receive pay at the rate of two and one-half (2.50) times their basic pay for the second shift.

**1604** By mutual agreement between the Employer and the nurse, overtime may be compensated by time off at overtime rates. The lieu time shall be scheduled at a time mutually agreed to by the nurse and the Employer. All accumulated overtime must be taken as time off or paid out by March 31<sup>st</sup> and September 30<sup>th</sup> of each year.

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

**1606** Overtime worked as a result of the time changeover from Daylight Savings Time to Central Standard Time shall be payable at overtime rates. It is understood that nurses working a short shift as a result of such changeover will be paid only for time actually worked.

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

No nurse shall be required to work overtime against their wishes when other qualified nurses are able and willing to perform the required work. Any nurse who alleges they were mandated while other qualified nurses were able and willing to work will address the concern with the Director of Care or designate prior to referring any such matters through the grievance process.

**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 who is authorized to work overtime for a period of three (3) hours or more immediately following their regular shift shall be supplied with a meal, or if this is not available a meal ticket. Effective September 2, 2025, the nurse will receive a meal allowance of twelve dollars (\$12.00).

**1610** A nurse shall not be required to take time off during regular hours to equalize any overtime worked.

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

**1701**

- (a) An evening shift premium of two dollars (\$2.00) [two dollars and twenty-five cents (\$2.25) effective September 2, 2025] per hour shall be paid to a nurse for all hours actually worked between 1700 hours and 2300 hours.
- (b) A night shift premium of three dollars and fifty cents (\$3.50) [three dollars and seventy-five cents (\$3.75) effective September 2, 2025] per hour shall be paid to a nurse for all hours actually worked between 2300 hours and 0700 hours.

**1702** The evening shift premium shall also be applicable to each hour worked after 1600 hours on a “modified” day or evening shift during which at least two (2) hours are worked between 1600 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.

**1703** A weekend premium of five dollars and seventy-five cents (\$5.75) per hour shall be paid to a nurse for a Friday evening shift where the nurse receives the Friday evening shift premium, all shifts worked on a Saturday and Sunday, and including any night shift considered to be the first shift of a Monday. This applies to the payment of weekend premium only and shall not change the definition of a weekend under Article 303.

**1704** It is understood that shift premium and weekend premium are paid on all overtime hours worked.

## **ARTICLE 18 -- STANDBY**

**1801** In the event that the Employer finds it necessary for nurses to be placed on standby, conditions and terms applicable to nurses on standby duty shall be contained in a supplementary agreement negotiated on a local basis between the Employer and the Union.

## **ARTICLE 19 – RESPONSIBILITY PAY**

**1901** The Employer agrees to pay an additional one dollar (\$1.00) [two dollars (\$2.00) effective September 2, 2025] per hour to a nurse from the bargaining unit designated by the Employer to be responsible for the Home on evenings, nights and on weekends, and also during the day shifts.

**1902** The allowance is applicable to one (1) nurse on the Night shift, one (1) nurse on the Evening shift and one (1) nurse on the Day shift in the absence of nursing management. The nurse scheduled as the Responsible Person (RP) shall not be assigned to work on a unit/floor unless in case of emergency or immediate resident care need.

**1903** The assignment of Responsible Person shall be equitably distributed amongst those nurses available and qualified for the assignment.

## **ARTICLE 20 – TRANSPORTATION ALLOWANCE**

### **2001** Transportation Allowance

Any nurse who is required to terminate or commence their shift between the hours of 0030 and 0600 hours, or a nurse who is required to return to the Home on a callback and who does not have their own transportation, will have transportation provided by the Employer at no cost to the nurse.

## **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. The vacation year shall be from April 11<sup>th</sup> to April 10<sup>th</sup> (June 1<sup>st</sup> to May 31<sup>st</sup> beginning in 2026/2027). The dates used to calculate vacation earned shall be from the end of the last full pay period of May in one vacation accrual year to the end of the last full pay period of the following May.

The nurse shall have the right to request which day of the week their vacation begins. Vacation is to be booked in seven (7) consecutive day blocks and should consist of the nurse's EFT averaged over all weeks of booked paid vacation.

Upon request, a nurse may be permitted to retain up to five (5) days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling.

The five (5) days may be taken together or separately, but in the case of part-time nurses, may reduce the number of weeks of vacation entitlement.

**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:

In the first three (3) years	Fifteen (15) days/3 weeks
In the fourth (4 <sup>th</sup> ) to tenth (10 <sup>th</sup> ) year inclusive	Twenty (20) days/4 weeks
In the eleventh (11 <sup>th</sup> ) to twentieth (20 <sup>th</sup> ) year inclusive	Twenty-five (25) days/5 weeks
In the twenty-first (21 <sup>st</sup> ) and subsequent years	Thirty (30) days/6 weeks

Vacation entitlement in the year of the fourth (4<sup>th</sup>), eleventh (11<sup>th</sup>) and twenty-first (21<sup>st</sup>) anniversary will be established on a pro-rata basis for those nurses whose anniversary occurs after the vacation year end date (i.e. April 10<sup>th</sup>, or May 31<sup>st</sup> beginning in 2026/2027)

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

**2105** For the purpose of determining the rate at which vacation 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.
- 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 when a nurse is receiving income protection benefits, is on paid vacation, is on paid leave of absence.
- 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 eighteen (18) weeks.
- any period of Parenting Leave as per Article 2408.

**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 Articles 2103 and 2105 and based on the nurse's rate of pay on the date of termination. The nurse's vacation pay shall be paid out within four (4) weeks following the date of termination.

**2108** The Employer shall notify each nurse, prior to their vacation, of the date and time upon which they are to report back to work following their 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 vacation entitlement lists by March 1<sup>st</sup> of each year. The nurse shall be responsible to indicate their preference of vacation dates by April 1<sup>st</sup> of that year. Nurses who fail to indicate their choice by that date shall not have preference in the choice of vacation time where other nurses have indicated their preference. To the extent that it finds possible, the Employer shall give priority to those nurses having the most seniority of service within the home. The approved vacation schedule will be posted no later than April 1<sup>st</sup> (May 1<sup>st</sup> in 2026/2027). Approved vacation schedules shall not be changed unless mutually agreed upon by the nurse and the Employer.

A nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If, by January 1<sup>st</sup> (February 1<sup>st</sup> beginning in 2026/2027) of a vacation year, the current annual vacation is not used, then the Employer has the right to schedule the vacation between February 1<sup>st</sup> and April 10<sup>th</sup> (March 1<sup>st</sup> and May 31<sup>st</sup> beginning in 2026/2027). Vacation may be paid out only in extenuating circumstances.

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

**2201** For the purpose of this Collective Agreement, Paid Recognized (paid) Holidays shall be:

New Year's Day	National Day for Truth and Reconciliation
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day	
Labour Day	

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

**2202** Whenever a Recognized Holiday falls on the nurse's scheduled days off, the nurse shall receive an extra day off in lieu thereof; the Employer may, however, give the nurse an extra day's pay at their basic rate if mutually agreed between the nurse and the Employer.

**2203** A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times their basic pay and in addition shall receive one (1) day off at their basic rate of pay.

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

**2205** The Employer agrees to assign time off as equitably as possible over Christmas and New Year's, endeavouring to grant each nurse as many consecutive days off as reasonably possible with a minimum of three (3) consecutive days off over either Christmas Day or New Year's Day. A nurse shall not be required to work Christmas or New Year's for two (2) consecutive years unless otherwise mutually agreed. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

**2206** A nurse working on the shift commencing at or about midnight shall be deemed to have worked on a Holiday if the majority of hours worked falls within the day in question regardless of what calendar day any part of such shift was actually worked.

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

**2208** A nurse may accumulate up to four (4) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as is requested and granted in accordance with Article 1501. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned.

Requests to utilize accumulated lieu time must be submitted no later than October 1<sup>st</sup>, in order to clear all banks by December 15<sup>th</sup> of each year, and if not requested, shall be scheduled by the Employer.

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

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

- (i) The nurse 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 they are eligible for wage loss benefits from either the Workers Compensation Board or the Manitoba Public Insurance Corporation as a result of a motor vehicle accident [subject to Article 2303], or
- (ii) In the opinion of the Employer, their presence constituted a health hazard for residents and/or other employees and the nurse was instructed by the Employer to leave their place of duty; or
- (iii) The nurse attends an appointment related to a medical/dental examination and/or treatment, subject to Article 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 to a maximum of one hundred and twenty (120) days.

**Effective July 1, 2027:** Each nurse shall accumulate income protection at the rate of one and one half (1.5) days for each full month of employment.

**2303**

- (a) (i) A nurse who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to their 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 the nurse must advise their supervisor as soon as possible and the nurse must submit a claim for benefits to the Manitoba Public Insurance (MPI). The nurse shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by MPI.

- (iii) Where a nurse has applied for WCB or MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:
- (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article 3802 (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
- (v) The advance(s) will cover the period of time from the date of injury until the date the final WCB/MPI decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the nurse's accumulated income protection credits.
- (vi) The nurse shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB/MPI directly to the nurse.

- (vii) In the event that the WCB/MPI disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this Collective 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, long term disability plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
  - (iii) Further to this, the Employer shall notify Workers Compensation/ Manitoba Public Insurance of salary adjustments at the time they occur.

(iv) 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 Article 7A06 shall apply.

(d) A nurse who is on LTD/WCB/MPI prior to the commencement of their vacation shall, upon their request, have their 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. Failing such agreement, the Employer will, at its discretion, schedule the vacation or payout the vacation.

If the nurses' current annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may request to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time).

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

**2305** A nurse who is unable to report for work due to illness or family illness shall inform their supervisor or designate prior to the commencement of their 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

**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 fitness to return to duty. 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 the nurse to resume their duties.

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

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

**2309** A nurse will inform the Employer in writing when a medical decision is made regarding elective surgery.

As soon as a nurse is aware of a date upon which surgery will occur, the nurse shall notify the Employer, in writing, of this date and any change thereto so that staff coverage for their 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 twenty-four (24) hours' notice of cancellation.

**2310** If a nurse becomes injured or has a bona fide illness while on scheduled vacation, and they require hospitalization, the nurse shall be allowed to use their income protection for the period of hospitalization and/or post-hospitalization, and their vacation shall be rescheduled 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 injury or bona fide illness shall be provided if requested.

**2311** The nurse's current income protection banks will be included on their pay stubs.

**2312** Subject to the provisions of Article 2302, a nurse may use up to fourteen (14) days income protection per calendar year for the purpose of providing care in the event of an illness of a spouse, common law spouse including same sex partner and fiancé, child, stepchild, foster child, parent, step-parent, or parent-in-law.

**2313** A nurse who has completed the probationary period who is unable to perform their 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.

Wherever possible, the nurse must give at least one (1) week written notice of their intent to return to work.

**2314** The Employer when reviewing a nurse's absences will consider and take into account individual circumstances and absences arising out of a medically-established serious or chronic condition.

**2315** Personal Wellness Leave (PWL)

Personal Wellness Leave (PWL) is designated time off that a nurse can use to support their physical and mental wellness. Up to two (2) days in each fiscal year may be deducted from a nurse's accumulated income protection credits to be used for PWL. The use of PWL cannot reduce the number of income protection credits to less than twelve (12) days.

The utilization of PWL is subject to the following:

- (a) the leave shall be for physical or mental wellness,
- (b) the two (2) days of leave can be used consecutively but shall not be used contiguous with a vacation leave, and these two (2) days are not carried forward from fiscal year to fiscal year.

The nurse shall request PWL at minimum forty-eight (48) hours in advance and no more than seventy-two (72) hours in advance.

Subject to operational requirements the request for PWL shall not be unreasonably denied.

PWLs are intended to support physical and mental wellness and these days will not be used by the Employer with respect to any Attendance Management Program that may relate to the nurse.

## **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 Collective Agreement; however, requests for education leave will be given special consideration. Except in emergencies such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of their decision in writing, within one (1) week of receipt of the request. Requests for extension of educational leave, maternity leave, paternity leave, adoption leave, and bereavement leave will be granted if reasonably possible.

Where a nurse requests to return to work prior to 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 Article 2408 C.6.

This shall not preclude the nurse from returning earlier if there are shifts available which the Employer intends to fill, after any assignment to part-time nurses, and the nurse wishes to make themselves available in accordance with the procedure regarding occasional additional shifts.

**2402** Overstaying of leave of absence without valid reason may be deemed as a resignation subject to Article 2505 (v).

**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 any approved leaves of absence, the nurse is assured of being placed in the same occupational classification and at the same step on their salary scale on their return but the nurse cannot be assured of being placed in the same nursing unit, position or shift. A nurse not placed in their former position will be given consideration over other nurses for the first vacancy available 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 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.

The Employer shall make all reasonable efforts to allow the nurse to attend the required education during the nurse's scheduled working hours.

A casual nurse shall be paid for the time of such attendance at straight time rates.

(c) Employer Sponsored Educational Development

A nurse may be granted, upon written request, funding up to a maximum of two hundred (\$200.00) annually, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the Director of Care or designate prior to attendance at such

program. Reimbursement for tuition or registration or recommended/required material and books 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 eighty (80) weeks where they qualify 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 (5<sup>th</sup>) 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 the nurse’s health as verified by a qualified medical practitioner becomes incompatible with the requirements of their 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 not less than one (1) month before the intended date of the leave.
  - (b)          provide the Employer with a certificate of a duly qualified medical practitioner certifying that the nurse is pregnant and specifying the estimated date of her delivery.
  - (c)          provide the Employer with proof that the nurse has applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) 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 the nurse's health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.
2. An applicant for Maternity Leave under Plan "B" must sign an agreement with the Employer providing that:
- (a) the nurse will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, except that where a nurse is the successful applicant for a part-time position which commences on the date of their return from Maternity Leave or at any time during the six (6) months following their return from Maternity Leave, the nurse 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) the nurse will return to work on the date of the expiry of their Maternity Leave and where applicable, their Parental Leave, unless this date is modified as per C.6 below.
- (c) should the nurse fail to return to work as provided under (a) and/or (b) above, the nurse is indebted to the Employer for the full amount of pay received from the Employer as a Maternity allowance during their 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, the nurse shall repay a portion of the "top up" as follows:

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

3. A nurse who qualifies is entitled to a Maternity Leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in (1) (b).

- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in (1) (b).
  - (c) the Employer may, notwithstanding the above, vary the length of Maternity Leave upon proper certification by the attending physician.
4. Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to the Employment Insurance Act, the nurse must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the nurse in exceptional circumstances.

Following receipt of the above proof, the Employer shall provide the nurse 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 their 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 their 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 their 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 sixty-three (63) 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 Article 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 forty-eight (48) 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 forty-eight (48) 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 eighteen (18) months following the 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 (24 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. This provision includes the cancellation of any term position. Where the Employer has made alternate arrangements for staffing to cover the nurse's absence, the Employer shall have the right to cancel shifts. A minimum of two (2) weeks' notice shall be provided for any such cancelled shift.

## **2409**

### Union Leave

- (a) Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress/Manitoba Federation of Labour meetings or seminars. It is understood that the Manitoba Nurses' Union will reimburse the Employer for salary, benefits and related payroll costs.
- (b) Subject to four (4) weeks' notice, a nurse elected or selected to a full-time or part-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress or the Manitoba Federation of Labour shall be granted leave of absence without loss of seniority, salary or benefits for a period of up to three (3) years. Such leave shall be renewed each year, on request, during the nurse's term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs.

Notwithstanding Article 3006, the Employer may elect to post these terms as either fixed terms up to three (3) years or indefinite terms.

**2410**     Legal and Investigative Proceedings

Where a nurse is required to attend a court proceeding/inquest as a result of a work related matter the following shall apply:

- (a) A nurse required to attend a court proceeding, other than a court proceeding occasioned by the nurse's private affairs where they are a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the Employer any jury or witness fees received, only for those days they were 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 by the court as a witness in a work-related matter on their scheduled day off, the Employer and the nurse will mutually agree on alternate time off in lieu.

- (b) A nurse required to attend a court proceeding/inquest to provide medical/clinical evidence shall receive a leave of absence at their regular basic rate of pay, and shall remit to the Employer any witness fees received. The nurse shall not be required to remit any reimbursement of expenses for such duty.
- (c) Where a nurse is required to prepare for a court proceeding/inquest where they will provide medical/clinical evidence, during time that the nurse is not scheduled to work, the Employer and the nurse will mutually agree on alternate time off in lieu or compensate for time at regular rates of pay, subject to the Employer's prior approval of the required preparation time.
- (d) Where the Employer requires the nurse to participate in a workplace health investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the nurse's regular day of work, the Employer will compensate the nurse for the investigation meeting time at regular rates of pay.
- (e) 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, same sex partner, child, step-child, parent, step-parent, sibling, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, funeral or initial memorial service 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 interment, funeral or initial memorial service.

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

- (b) Provided the nurse has not received bereavement leave in accordance with (a) above, necessary time off up to one (1) day at basic pay will be granted to a nurse to attend an interment, funeral or initial memorial service as a pallbearer.

Provided the nurse has not received bereavement leave in accordance with (a) above, necessary time off up to one (1) day at basic pay may be granted a nurse to attend either an interment, funeral or initial memorial service as a mourner. Special consideration will be given to requests for leave related to the death of significant other persons under this provision.

- (c) One (1) bereavement leave day as outlined in (a) may be retained at the nurse's request for use in the case where actual interment, funeral or initial memorial service is at a later date.

**2412** Leave re Public Office

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

**2413** Pre-retirement Leave

- (a) Full-time nurses who:

- (i) retire at age sixty-five (65) years; or
- (ii) retire after age sixty-five (65) years; or
- (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or (iv) terminate 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 two (2) years will be calculated on a pro rata basis, based on the following formula:

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

- (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) 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 two (2) 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 Home and shall be based on the nurse's total length of continuous employment on the date of retirement. For greater clarification, continuous employment shall mean continuous employment as a nurse in the bargaining unit.
- (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 their 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 their estate.

**2414**      Leave re Citizenship

Nurses shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen. The nurse shall give a minimum of seven (7) days written notice of the date and the time required for this leave of absence.

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

**2416**      Compassionate Care Leave

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

- (a) A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this Article 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 twenty-eight (28) weeks, which must end no later than fifty-two (52) 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 or nurse practitioner who provides care to the family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided must issue a certificate stating that:
- (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
    - (i) the day the certificate is issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this Article shall be defined as any family member recognized under the Manitoba Employment Standards Code.

- (f) Unless the nurse and the Employer otherwise mutually agreed, a nurse may end their Compassionate Care Leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours notice of their expected return. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation.
- (g) In the event of conflict with the Employment Standards Code and Regulations thereunder and this Article, the Employment Standards Code and Regulations thereunder shall prevail.
- (h) Seniority shall be retained/accrued as per Article 25.
- (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.

Subject to the provisions of Article 2302, a nurse may apply to utilize income protection to cover all or part of the Employment Insurance waiting period.

**2417**            Leave Related to Critical Illness

1. For the purpose of this Article, "family member" is defined in Manitoba Employment Standards Code

"critically ill child" means a person who is under 18 years of age on the day on which the physician or Nurse Practitioner issues a certificate referenced in (f) below, whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury.

"critically ill adult" means a person who is 18 years of age or older on the on day on which the physician or Nurse Practitioner issues a certificate referenced in (f) below, whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury.

2. A nurse shall receive Critical Illness Leave without pay to provide care or support to a critically ill child or adult who is a family member of the nurse, subject to Manitoba Employment Standards Code.

## **ARTICLE 25 -- SENIORITY**

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

**2502**            Seniority shall be considered as a factor in vacancy selection (including 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) the nurse 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) the nurse is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD for a period of more than two (2) years from the date of the first absence from work related injury or illness;
- (iii) the nurse is on an educational leave of absence in excess of two (2) years;
- (iv) the nurse is laid off for more than twenty-six (26) weeks and less than three (3) years;
- (v) the nurse obtains a term position of sixty (60) weeks or less, or up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Parenting Leave or Parental Leave, outside the bargaining unit.

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

- (i) the nurse is on any period of Employer paid leave of absence;
- (ii) the nurse is on any period of Employer paid income protection;
- (iii) the nurse is on an educational leave of absence up to two (2) years;
- (iv) the nurse is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD 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) the nurse is on any period of unpaid leave of absence of less than four (4) weeks;
- (vi) the nurse is laid off for less than twenty-six (26) weeks;
- (vii) the nurse is on Parenting Leave;
- (viii) the nurse is on a full time Union leave in accordance with Article 2409 (b).
- (ix) the nurse is on Compassionate Care Leave, Leave Related to Critical Illness, or Interpersonal Violence Leave or other leaves as provided for in the Manitoba Employment Standards Code.

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

**2505** The seniority of a nurse will terminate if:

- (i) the nurse resigns;
- (ii) the nurse is discharged, and not reinstated under the Grievance Procedure;
- (iii) the nurse is laid off for more than three (3) years;
- (iv) the nurse fails to report for duty within seven (7) days after notification to do so, subject to Article 2706/2707;

- (v) the nurse fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
- (vi) the nurse is absent for three (3) consecutive working days without valid reason;
- (vii) notwithstanding Articles 2503(ii) and 2504(iv) if the nurse is on LTD (Long Term Disability) or Workers Compensation when it is determined that there is no reasonable likelihood of return, with or without accommodation;
- (viii) the nurse obtains a term position of more than sixty (60) weeks, or up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Parenting Leave or Parental Leave, outside of the bargaining unit.

**2506** The Employer shall once annually, by January 31<sup>st</sup>, provide the Union with a seniority listing of names of all nurses within the scope of this Collective Agreement, together with the length of each nurse's continuous employment with the Employer (expressed in hours). This list will be posted on the nurses' bulletin board. Any alleged errors will be brought forward within sixty (60) days of being posted to be reviewed by the Employer and any errors shall be corrected as soon as possible.

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

**2601** Employment may be terminated voluntarily by a nurse 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 basic pay in lieu of notice.

**2604** Subject to other provisions contained in this Collective Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of their employment receive pay in lieu of unused vacation, and all salary earned to date of termination on the next regular pay date applicable to the pay period in which the termination date occurred.

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

### **2701**      Employment Security

- (a) Should the Employer plan to alter the delivery of health care and/or reduce the current compliment of nurses, it will notify the Union, in writing, at least ninety (90) days in advance.
- (b) 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 notification in (a) above.
- (c) The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.
- (d) The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
- (e) 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 27 shall apply. Should the nurse choose to not exercise seniority rights under Article 27, then layoff in accordance with Article 27 shall apply.
- (f) In the event of (e) above occurring or in the event of the closure of the Home, the Employer and the Union will jointly investigate opportunities for funding for retraining and redeployment for affected nurses.

**2702**      When a reduction in the working force becomes necessary, nurses will be laid off in reverse order of seniority within their occupational classification, subject only to more senior nurses being qualified, competent and willing to perform the required work.

**2703**      Notice of intention of layoff or equivalent pay thereof shall be given to the nurse(s) concerned in writing and a copy of the notice forwarded to the Union. The parties agree that "in writing" includes electronic communications such as email. 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 the nurse comes back to work on an incidental basis.

**2704**      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 the nurse 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. commitment.*

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

- (a) vacation pay shall be calculated in accordance with Article 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:

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

- (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 six two percent (4.62%) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,
- (e) participation in benefit plans is subject to the provisions of each plan.
- (f) increments (calculated from the date of the nurse's last increment, or their starting date as the case may be) shall be provided on the basis of one (1) increment for each 1386 hours worked or one (1) calendar year from the date of their last increment, whichever occurs later. In the case of the increment being given on the basis of 1386 hours worked, it shall be applied to the pay period next following completion of 1386 hours worked.

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

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

**2705** No new nurses will be hired when other nurses are on layoff except for reasons of a special skill requirement.

**2706** All nursing job vacancies, permanent and term shall be posted in accordance with the terms of this Collective Agreement. Nurses on layoff shall be entitled to apply for these vacancies.

**2707** Nurses shall be recalled in seniority order, provided they are qualified to perform the required work. Such recall shall be made in writing either by personal service, registered mail or confirmed electronic mail and shall provide for at least one (1) weeks notice to report back to work. Confirmation includes indication of a “read receipt” of such communication.

The nurses affected will contact the Director of Care or their designate by telephone within four (4) days, excluding Saturdays, Sundays and Recognized Holidays following the notice of recall being delivered. Failure to notify as above shall result in the nurse being placed last on the recall list.

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

**2708** In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise their seniority rights, subject to their ability, performance and qualifications, to displace a nurse in a position of equal or lower classification. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.

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

**2709** 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.

**2710** 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.

**2711** 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 Article 2702 of this Collective Agreement and shall be required to comply with all provisions of this Collective Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence. Notice may be by registered mail or personal service.

**2712** The Employer agrees to notify the Manitoba Nurses’ Union Local President of its decision as to the deletion of a vacant position or the deletion of a position when it becomes vacant.

## ARTICLE 28 – BLANK

### 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 provide the nurse with reasonable advance notice of the nature of the complaint. The nurse may be accompanied at the meeting by a Union Representative(s) who is available within one (1) week and chosen by the nurse and shall include a member of the Local Executive or a MNU Labour Relations Officer. The Employer shall inform the nurse of their right to have a Union Representative present and the Union that this has been done. In the event that the Union representative(s) is/are unavailable to meet at the time set by management, the Employer agrees to postpone the meeting for a reasonable period to facilitate the Union representative(s) attendance at the meeting.

Where a nurse declines to have Union representation at a meeting, the Employer will have the nurse provide written confirmation of such.

**2902** If the action referred to in Article 2901 above results in a written warning, suspension or dismissal of a nurse, the Employer shall notify the nurse in writing of the action taken and the reasons, either by personal service, registered mail or confirmed electronic mail. Confirmation includes indication of receipt of such communication.

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

The Employer agrees to remove and destroy any disciplinary documentation, from the personnel file of a nurse, upon written request from the nurse, after twenty-four (24) months, providing no similar incidents occur within that period. In the event an employee is laid off or on a leave of absence of one (1) calendar month or more during the twenty-four (24) months immediately following the discipline, the discipline record will extend the twenty-four (24) calendar month period by the length of the actual lay off or leave of absence.

**2904** A nurse accompanied by a Union representative if the nurse so elect may examine their personnel file upon request. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in their personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter. Any nurse who has been terminated may consult their file and upon written request shall

receive copies of specified documents so long as the written request is made within sixty (60) days of the nurse's termination.

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

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

**3001** Subject to Article 3002, the Employer agrees to post notices of vacant or new positions stating minimum qualifications required, shift, the equivalent to full-time (E.F.T.), and date of closing of the competition required for positions covered under this Collective Agreement for at least seven (7) days to enable nurses to apply for same. Such posting shall not preclude advertising outside the Employer's premises. Nothing herein interferes with the right of the Employer to temporarily change a nurse's shift for bona fide reasons. Nothing herein interferes with the right of the Employer to temporarily change a nurse's shift for reasons of accommodation. 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) an internal vacancy arising out of the filling of a position, or
- (c) a term position due to a leave of absence where less than four (4) weeks notice has been given.

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

**3004** The name of the successful applicant and the position awarded will be posted on the bulletin board for a period of seven (7) calendar days with a copy given to the President of the Local. All unsuccessful applicants, upon request, shall be informed verbally or in writing as to the reasons why they were not awarded the position in question.

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

Any nurse who was interviewed but was not the successful applicant shall be entitled to consult with the hiring Manager and/or Human Resources Business Partner. The purpose

of the consultation shall be to provide the nurse with constructive feedback regarding their application.

**3006**      "Term Position"

A term position is a full-time or part-time position occupied by a full-time, part-time or casual nurse for a specified period of time, up to a maximum of sixty (60) weeks, or up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Parenting Leave or Parental Leave, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under the Employment Security provisions in Article 2701. 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 Article 34 and 35 when the Employer decides that a term position is not required.

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

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

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

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

On expiry of the term position, the nurse who filled the term position:

- (a)            Who was employed by the Employer immediately prior to accepting the term position shall return to their former position if reasonably possible. A nurse

not returned to their former position shall be returned to their former occupational classification and employment status.

- (b) Who was employed by the Employer as a casual shall have seniority in accordance with Article 3509.
- (c) Who was not employed by the Employer immediately prior to being accepted into the term position who obtains a vacant position for which they are qualified, based on seniority acquired since commencement of the term position, shall not experience an interruption of seniority or benefits provided the nurse obtains the position within six (6) weeks of the expiry of the term position.

**3007** In filling job vacancies, including transfers and new positions the job shall be awarded within six (6) weeks of the day upon which the posting is made. When a nurse is awarded a position, their transfer to the position shall be carried out on the next posted schedule, unless otherwise mutually agreed between the nurse and the Employer.

## **ARTICLE 30A – NURSE INITIATED MOBILITY**

**30A01** As vacancies arise that any of the Homes intend to fill, the following procedures will apply:

- (a) Vacancies will be filled in accordance with Article 2502.
- (b) An internal and external posting may occur simultaneously. Nurses from other Employers will have the right to apply for said vacancy. If the selected nurse is a current employee of one of the Employer's Homes identified in Schedule "X" below, that nurse will be entitled to transfer all seniority, service and other benefits herein and will be treated in all respects as if they had always been a nurse of the receiving Home. In addition, hours worked since the last increment shall be credited towards the next increment level.

**30A02** A nurse who is employed by one of the Employer's Homes, who is awarded a position with another Home and who commences employment within six (6) weeks of termination of employment from their former Home, will be entitled to mobility of benefits as specified hereinafter:

- (a) continuous service date
- (b) accumulated income protection benefits;
- (c) length of employment applicable to rate at which vacation is earned;
- (d) length of employment applicable to pre-retirement leave;
- (e) length of employment applicable to next increment date;

- (f) the terms and conditions of the benefit plan(s) for the new Home apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions;
- (g) seniority credits (in accordance with receiving Collective Agreement);
- (h) transfer of current vacation hours unless the nurse elects to have their current vacation hours paid out by the previous Home at the time of the transfer;
- (i) placement at the greater of the nurse's salary level at the sending Home, or in accordance with the recognition of previous experience clause(s) in Article 38, including placement at the fifteen (15), twenty (20) and twenty-five (25) year rate;
- (j) Academic Allowance;
- (k) where a nurse transfers prior to the completion of maternity leave return of service requirements, the nurse shall be allowed to complete the return of service requirements at the receiving Home.

**30A03** For clarity the following guidelines shall govern with respect to the application of this Article:

- (a) The provisions of this Article shall be effective September 2 ,2025.
- (b) The provisions of this Article only apply where a nurse terminates from one Home and commences employment with another Home. It does not apply to "merge" employment/benefits etc. from two or more Homes to one of those Homes.
- (c) Once notified of nurse-initiated mobility of benefits/seniority, the receiving Home shall notify the sending Home by forwarding a "Mobility Form" to the sending Home. That Home will complete the form as soon as possible and forward to the receiving Home. The Mobility Benefits Transfer Form shall be provided in its entirety to the receiving MNU Local President.
- (d) Nurse-initiated mobility applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are transferred at the time of employment. Should the nurse not obtain a permanent position, all seniority and benefits shall terminate.
- (e) Employment terminates with the sending Home and commences with the receiving Home, in order for nurse-initiated mobility to apply. However, a nurse may accept a casual position with the sending Home. Such shall not affect the nurse's ability to mobilize seniority, service and benefits accrued while employed in a permanent or term position at the sending Home to the receiving Home as long as the nurse secures a permanent or term position within six (6) weeks of terminating regular (non-casual) employment.
- (f) Any banked Recognized Holidays and/or overtime will be paid out by the sending Home at the time of transfer.
- (g) A nurse who occupies a casual position at a receiving Home AND a permanent or term position at a sending Home, AND who subsequently obtains a permanent or term position at a receiving Home, will be allowed to transfer seniority and benefits accrued in the permanent or term position at the sending Home, to the newly acquired permanent or term position in the receiving Home. The seniority

accrued as a casual at a receiving Home cannot be added to the seniority being transferred with the permanent/term position.

### **30A04**

- (a) Increments: Nurses having a permanent or term position in a sending Home, will be allowed to transfer their "hours worked" for purposes of determining when they are entitled to their next increment, when they secure a permanent or term position at a receiving Home. Casual nurses are NOT allowed to transfer such hours.
- (b) Vacation: Vacation earned at the sending Home shall not be paid out upon transfer unless the nurse requests. In the event a nurse elects to have their vacation transferred, it does not mean that the previously approved vacation dates will be honored at the receiving Home. The receiving Home will schedule the remaining vacation in consultation with the nurse, based on operational requirements and in accordance with Article 21.
- (c) Probationary Period: As with any other voluntary transfer to a permanent position in a Home other than one in which a nurse is currently working, the nurse is subject to a probationary period.
- (d) Pre-Retirement Credits: To be calculated in days at the sending Home.
- (e) Term Positions: Nurse-initiated mobility applies for voluntary transfers into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are transferred at the time of employment. Should the nurse not obtain a permanent or term position within six (6) weeks, all seniority and benefits shall terminate.
- (f) More Than One Position at Same Home: There can only be one sending and one receiving Home. If a nurse has two (2) or more permanent positions with the same Home, the nurse must resign from both positions with the sending Home in order to transfer the seniority and benefits from the sending Home to a receiving Home.

### Schedule "X"

1. Beacon Hill Lodge
2. Charleswood Care Centre
3. Heritage Lodge
4. Poseidon Care Centre –
5. Valleyview Care Centre
6. Maples Personal Care Home
7. Kildonan Personal Care Home
8. Oakview Place
9. Tuxedo Villa
10. Vista Park Lodge
11. Hillcrest Place
12. Red River Place

## ARTICLE 31 – PROBATIONARY PERIOD

**3101** The period from the date of last employment to:

- (i) for full time nurses, three (3) calendar months of employment or four hundred and eighty hours (480) hours worked, whichever occurs later;
- (ii) for part time nurses, four (4) calendar months of employment or two hundred and forty (240) hours worked, whichever occurs later

will be recognized as a probationary period. The Employer may discharge a probationary nurse for unsuitability or unsatisfactory performance at the Employer's sole discretion. During such a period a 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, upon written notification to the Union, from extending the probationary period of a nurse up to a maximum of three (3) additional calendar months, providing that the Employer gives written notification to the Local President of the Union specifying the reasons for the extension.

## ARTICLE 32 -- PERFORMANCE APPRAISALS

**3201** The Employer shall complete a written appraisal of a nurse's performance at least once every twenty-four (24) months. Upon request, the nurse shall be given an exact copy of the appraisal.

**3202** The nurse shall have an opportunity to read and discuss such document with the Employer.

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

**3204** The performance appraisal shall not be disciplinary. If the nurse decides to file a written response the nurse shall file the response to the appraisal within seven (7) working days of the receipt of the appraisal.

## ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

**3301** Nurses are responsible for any personal effects that are brought to their place of work and are not required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

In recognition of the fact that as a direct result of performing their duties, nurses may have their clothing or other personal property damaged, or stolen, the Employer agrees to make reasonable compensation following receipt of the nurse's documentation of the incident. Such claim shall not unreasonably be denied. Nurses shall be required to notify the Employer at the time of incident.

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

**3401** A part-time nurse shall be assigned and committed to work their 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 it known in writing to the Employer that they wish to work occasional additional shifts shall be given preference for available additional shifts unless the part-time nurse has already worked in that day and provided that these nurses have provided the Employer with their updated availability schedule on a regular basis. Preference for such shifts shall be based on seniority.

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

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

**3405** Part-time nurses shall be entitled to vacation on the following basis:

In the first three (3) years	3 weeks at 6% of gross earnings
In the fourth (4 <sup>th</sup> ) to tenth (10 <sup>th</sup> ) year inclusive	4 weeks at 8% of gross earnings
In the eleventh (11 <sup>th</sup> ) to twentieth (20 <sup>th</sup> ) year inclusive	5 weeks at 10% of gross earnings
In the twenty-first (21 <sup>st</sup> ) and subsequent years	6 weeks at 12% of gross earnings

Where the Employer converts the above vacation weeks to paid vacation hours, the Nurse's paid vacation hours per week of vacation will be based on their scheduled weekly hours at the beginning of the vacation year. The rate of pay per hour of vacation will be based on dividing the total vacation pay accrued in the previous year by the total number of paid vacation hours.

Nurses will accrue vacation pay at their applicable percentage on each bi-weekly pay, to be used in the following vacation year.

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

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

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

**3408** A part-time nurse shall receive increments (calculated from the date of their last increment, or their starting date as the case may be) on the basis of one (1) increment for each 1386 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1386 hours worked, it shall be applied to the pay period next following completion of 1386 hours worked.

**3409** Seniority accumulated by a part-time nurse up to May 10, 2022 shall be retained. Seniority hours calculated after May 10, 2022 shall be in accordance with hours paid at regular rate of pay.

**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 their last increment, or date of employment as the case may be;
- (b) on completion of 2080 hours calculated under the formula:
  - B =  $2080 - (A \times 3/2)$
  - A = number of hours during which seniority was accrued under part-time status since the date of their 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 their last increment, or date of employment as the case may be;

(b) on completion of 1386 hours calculated under the formula:

$$B = 1386 - (A \times 2/3)$$

A = number of hours during which seniority was accrued under full-time status since the date of their 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**

**3501** 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.

**3502** 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 their last increment, or the nurse's start date as the case may be) on the basis of one (1) increment for each 2080 regular hours worked. Such increment shall be applied on the first day of the first pay period following completion of 2080 hours.

When a nurse elects to terminate their full-time or part-time position and immediately requests in writing to have their name placed on a casual roster, if approved, the following conditions will apply:

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

**3503** 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 Articles 2903, 2904, 2905;
- the Employer Sponsored Educational Development Allowance in Article 2407 (a), (b) and (c).
- continuation of placement at the fifteen (15), twenty (20) and twenty-five (25) year

rate if rehired after a period of no longer than six (6) months. For clarity a period of pre-retirement leave does not count towards the six (6) month qualification time limit.

**3504** 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.

If there is a change in Manitoba legislation that extends Recognized Holidays to all employees, the parties agree that casual nurses as defined in Article 35 shall receive this benefit.

**3505** 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.

**3506** A casual nurse reporting for work and finding no work available will be guaranteed three (3) hours pay at their basic rate of pay. A casual nurse notified of the cancellation of a previously scheduled shift without two (2) hours notice will be guaranteed three (3) hours pay at their basic rate of pay.

**3507** Articles 12 and 13 herein apply only with respect to the terms of this Article.

**3508** The seniority status of a nurse will terminate if the employment status of a nurse becomes that of a casual nurse. Casual nurses do not accumulate seniority except for the purposes of job postings where there are no other qualified applicants currently in the bargaining unit.

The Employer agrees to continue its current practice which gives casual nurses preference over external applicants for part-time or full-time positions.

Upon a casual nurse being accepted for part-time or full-time employment, the nurse shall be credited with seniority based on the number of hours worked within the preceding twelve (12) months prior to the date the nurse became a part-time or full-time employee as the case may be, and if four hundred and eighty (480) hours have been worked in such period in the same classification as the part-time or full-time employment accepted into, such nurse shall be deemed to have completed their probationary period.

**3509** Notwithstanding the above, casual nurses shall not be given preference over nurses on the Central Redeployment List.

**3510** A nurse who elects to transfer from full-time or part-time positions to the casual roster shall retain their current increment level.

**3511** Casual nurses who do not pick up an available shift within a three (3) month period, or indicate their availability to do so, may be removed from the call out list.

Upon ratification, the Employer will communicate this provision to all casual nurses currently employed and include this in all casual job postings.

## **ARTICLE 36 -- SPECIAL UNDERSTANDINGS RE NON-REGISTERED/NON-LICENSED/GRADUATE PENDING LICENSE NURSES**

The terms of this Collective 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 obtained and proof of the same is provided to the Employer.
- (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 their commencement of employment.
- (c) The anniversary date of a newly graduated graduate practical nurse who obtains their 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 their commencement of employment.

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

- (a) A person in good standing as a Registered Nurse or 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 R.N start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of their employment, shall receive recognition of previous experience as specified in Article 3803, retroactive to the date of their employment.

- (b) When registration of a nurse in good standing as a Registered Nurse or 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 their employment, shall receive recognition of previous experience as specified in Article 3804, retroactive to the date of their 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 Regulated Health Professions Act or the relevant regulations to this Act, failure of the graduate nurse to successfully complete the examination required for registration within a time period prescribed by the CRNM will be deemed to be just cause for termination.
- (b) In accordance with the Regulated Health Professions Act or the relevant regulations to this Act, failure of the graduate psychiatric nurse to successfully complete the examination required for registration within a time period prescribed by the CPRNM will be deemed to be just cause for termination.
- (c) In accordance with the Licensed Practical Nurses Act or the relevant regulations to this Act, failure of the graduate practical nurse to successfully complete the examination required for licensure within a time period prescribed by the CLPNM will be deemed to be just cause for termination.

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

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

**3702**     Subsequent physical examinations and x-rays may be required by the Employer for the benefit of the nurse and the Home. If the Employer requires the nurse to have subsequent physical examinations or x-rays such shall be done at the Employer's expense and while the nurse is regularly scheduled to work.

**3703** A nurse may with the approval of the Employer, choose to be examined by a physician, nurse practitioner or physician/clinical assistant of their own choice, at their own expense.

**3704** Time off for medical and dental examinations and/or treatments, may be granted and such time off 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 Collective 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 2080 hours	Start Rate
2080 hours within past 6 years	1 Year Rate
4160 hours within past 8 years	2 Year Rate
6240 hours within past 9 years	3 Year Rate
8320 hours within past 12 years	4 Year Rate
10400 hours within past 13 years	5 Year Rate
12480 hours within past 14 years	6 Year Rate
14560 hours within past 15 years	7 Year Rate

It shall be the responsibility of the newly employed nurse to provide proof of satisfactory experience. The Employer will provide the name(s) and starting salary of the newly hired Registered Nurse or Registered Psychiatric Nurse within thirty (30) days from the date of hire to the Local Union President.

(b) Starting salary of a Registered Nurse or Registered Psychiatric Nurse having had previous geriatric or medical nursing experience as a Licensed Practical Nurse, shall commence at the Registered Nurse 1 Year rate as specified in Appendix "A", and after not more than three (3) months in said position, the Employer shall 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) years.

- (c) In the event a nurse who believes they have been improperly placed on the salary scale, in Appendix A, and brings it to the attention of the Employer and it is established that the nurse has been improperly placed, the Employer shall not be obligated to provide any retroactive payment to the nurse for more than six (6) months from the date the nurse brought it to the attention of the Employer with the required supporting documentation.

**3804** Applicable to Licensed Practical Nurses

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2080 hours	Start Rate
2080 hours within past 6 years	1 Year Rate
4160 hours within past 8 years	2 Year Rate
6240 hours within past 9 years	3 Year Rate
8320 hours within past 12 years	4 Year Rate
10400 hours within past 13 years	5 Year Rate
12480 hours within past 14 years	6 Year Rate
14560 hours within past 15 years	7 Year Rate

It shall be the responsibility of the newly employed nurse to provide proof of satisfactory experience. The Employer will provide the name(s) and starting salary of the newly hired Licensed Practical Nurse within thirty (30) days from the date of hire to the Local Union President.

- (b) In the event a nurse believes they have been improperly placed on the salary scale, in Appendix A, and brings it to the attention of the Employer and it is established that the nurse has been improperly placed, the Employer shall not be obligated to provide any retroactive payment to the nurse for more than six (6) months from the date the nurse brought it to the attention of the Employer with the required supporting documentation.

**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 Collective 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 the nurse will be paid an increment will be delayed for one (1) month for every full month the nurse 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 Collective Agreement are created during the term of this Collective 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 Article 1302.

**3808** Should an error be made in a nurse's pay which results in a loss of eight (8) hours or more of regular pay, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than eight (8) hours of regular pay, the correction will be made on the next scheduled pay day.

**3809** Eligibility for the fifteen (15), twenty (20) and twenty-five (25) year salary step will include:

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

**3810** Retroactivity

Should there be retroactive wage 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 eighty (180) days of ratification of the Collective Agreement, nurses who have terminated employment with the Employer shall be entitled to retroactive pay.

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

**3901** Participation in the Extended Health Care Plan is mandatory unless the nurse provides proof of duplicate coverage. Permanent full-time and part-time nurses shall be eligible on the first (1<sup>st</sup>) of the month following three (3) months of continuous service. Part-time nurses must hold at least a point four (.4) effective full time position to be eligible. Contributions to the premiums. The Employer shall be entitled to deduct the premiums from the nurse's pay.

It shall be the exclusive function of the Employer to choose the insurance carrier.

The Extended Health Care Plan will be fifty percent (50%) Employer paid and fifty percent (50%) paid by the nurse.

**3902** Participation in the Dental Plan is mandatory unless the nurse provides proof of duplicate coverage. Permanent full-time and part-time nurses shall be eligible on the first (1<sup>st</sup>) of the month following three (3) months of continuous service. Part-time nurses must hold at least a point four (.4) effective full time position to be eligible. Contributions to the premiums are fifty percent (50%) Employer paid and fifty percent (50%) paid by the nurse.

The Employer shall be entitled to deduct the premiums from the nurses' pay.

The dental fee guide will lag one (1) year behind the current prevailing year of the Manitoba Dental Association Schedule.

It shall be the exclusive function of the Employer to choose the insurance carrier.

**3903** Participation in the Long Term Disability Plan is mandatory. Permanent full-time and part-time nurses shall be eligible on the first (1<sup>st</sup>) of the month following three (3) months of continuous service. Part-time nurses must hold at least a point four (.4) effective full time position to be eligible.

The Employer will pay 100% of the LTD premium. It shall be the exclusive function of the Employer to choose the insurance carrier.

**3904** The Employer agrees to pay one hundred percent (100%) of the cost of a group life insurance plan and an accidental death and dismemberment plan for all permanent full-time and part-time nurses under the age of sixty five (65) who have completed 3 months of continuous service with the Employer, to a maximum of one (1) times their annual salary. Part-time nurses must hold at least a point four (.4) effective full time position to be eligible.

At the age of 65, the benefit shall be reduced to fifty percent of the nurses' annual salary. The plans shall cease at retirement or at the age of seventy (70) whichever occurs earlier.

It shall be the exclusive function of the Employer to choose the insurance carrier.

**3905** Nurses must complete an enrollment form to elect their benefits, no later than 31 days after becoming eligible. Otherwise they will be considered a late applicant and must provide satisfactory evidence of good health before they will be covered. Some benefit limitations may apply.

The benefit plans outlined in Articles 3901-3904 (inclusive) of this Collective Agreement are provided through insurance obtained by the Employer. The administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of these plans.

## **ARTICLE 40 -- STAFF DEVELOPMENT**

**4001** The Employer shall provide a planned orientation program for nurses newly employed, including such essential information as to policies and procedures that apply in the place of employment, location of supplies and equipment, fire and disaster plans. Further, an orientation program shall be provided upon request for nurses returning from an extended leave of absence.

**4002** The Employer shall provide, on a continuing basis, and during the normal hours of work, a program of inservice education for nurses. Adequate advance notice shall be posted.

**4003** The Employer shall provide, in a central location, such reference and materials as are required in relation to maintaining up-to-date knowledge of geriatric care. This shall not impose upon the Employer any obligation to open or maintain a reference library.

**4004** It is understood that the provisions of this Article are an expression of what should be done in the interest of providing good nursing care to residents of the Homes and failure to do so shall not be grievable under the grievance procedure.

## APPENDIX "A" – SALARIES

<b>Effective July 1, 2024 -</b>		Annual salaries include a 2.50% increase. 1.0% Market Adjustment for all classifications Additional LPN Market Adjustment of 3.0% Creation of 15 Year Salary Step (2.0% above top scale) and 25 Year Salary Step (3.0% above 20 Year Step); 20 Year Hourly salary is calculated as annual salary ÷ annual hours Annual hours = 2080										
		<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>7 YEAR</b>	<b>15 YEAR</b>	<b>20 YEAR</b>	<b>25 YEAR</b>
<b>Licensed Practical Nurse</b>	<b>Hourly</b>	30.951	31.964	32.963	34.178	35.293	36.537	37.838	38.973	39.753	40.548	41.764
	<b>Annual</b>	64377.668	66484.318	68562.918	71090.337	73410.178	75996.505	78703.453	81064.556	82685.847	84339.564	86869.751
<b>RN/RPN</b>	<b>Hourly</b>	39.255	40.626	42.000	43.432	44.832	46.280	47.653	48.606	49.579	50.570	52.087
	<b>Annual</b>	81650.987	84502.412	87359.283	90338.711	93250.053	96262.159	99119.031	101101.411	103123.440	105185.908	108341.486
<b>RN/RPN 15 Years Service</b>	<b>Hourly</b>	40.040	41.439	42.840	44.301	45.728	47.205	48.606	49.579			
	<b>Annual</b>	83284.007	86192.460	89106.469	92145.485	95115.054	98187.402	101101.411	103123.440			
<b>RN/RPN 20 Years Service</b>	<b>Hourly</b>	40.841	42.267	43.696	45.187	46.643	48.150	49.579	50.570			
	<b>Annual</b>	84949.687	87916.309	90888.599	93988.395	97017.355	100151.150	103123.440	105185.908			
<b>RN/RPN 25 Years Service</b>	<b>Hourly</b>	42.066	43.535	45.007	46.542	48.042	49.594	51.066	52.087			
	<b>Annual</b>	87498.178	90553.798	93615.256	96808.047	99927.875	103155.685	106217.143	108341.486			

<b>Effective July 1, 2025 -</b>		Monthly salaries include a 2.75% increase. LPN Market Adjustment of 1.0% Hourly salary is calculated as annual salary ÷ annual hours Annual hours = 2080										
		<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>7 YEAR</b>	<b>15 YEAR</b>	<b>20 YEAR</b>	<b>25 YEAR</b>
<b>Licensed Practical Nurse</b>	<b>Hourly</b>	32.120	33.171	34.208	35.469	36.627	37.917	39.268	40.446	41.254	42.080	43.342
	<b>Annual</b>	66809.534	68995.764	71152.882	73775.775	76183.247	78867.273	81676.476	84126.770	85809.305	87525.491	90151.256
<b>RN/RPN</b>	<b>Hourly</b>	40.335	41.743	43.155	44.626	46.065	47.553	48.964	49.943	50.942	51.961	53.520
	<b>Annual</b>	83896.390	86826.228	89761.664	92823.026	95814.429	98909.368	101844.804	103881.700	105959.334	108078.520	111320.876
<b>RN/RPN 15 Years Service</b>	<b>Hourly</b>	41.141	42.578	44.018	45.519	46.986	48.504	49.943	50.942			
	<b>Annual</b>	85574.317	88562.753	91556.897	94679.486	97730.718	100887.556	103881.700	105959.334			
<b>RN/RPN 20 Years Service</b>	<b>Hourly</b>	41.964	43.430	44.898	46.429	47.926	49.474	50.942	51.961			
	<b>Annual</b>	87285.804	90334.008	93388.035	96573.076	99685.332	102905.307	105959.334	108078.521			
<b>RN/RPN 25 Years Service</b>	<b>Hourly</b>	43.223	44.733	46.245	47.822	49.363	50.958	52.470	53.520			
	<b>Annual</b>	89904.378	93044.028	96189.676	99470.268	102675.892	105992.466	109138.114	111320.877			

<b>Effective July 1, 2026 -</b>		Monthly salaries include a 3.00% increase. LPN Market Adjustment of 1.0% Hourly salary is calculated as annual salary ÷ annual hours Annual hours = 2080										
		<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>7 YEAR</b>	<b>15 YEAR</b>	<b>20 YEAR</b>	<b>25 YEAR</b>
<b>Licensed Practical Nurse</b>	<b>Hourly</b>	33.414	34.508	35.587	36.899	38.103	39.445	40.850	42.076	42.917	43.775	45.089
	<b>Annual</b>	69501.959	71776.293	74020.343	76748.938	79253.432	82045.625	84968.038	87517.079	89267.420	91052.769	93784.352
<b>RN/RPN</b>	<b>Hourly</b>	41.545	42.996	44.449	45.965	47.447	48.979	50.433	51.441	52.470	53.520	55.125
	<b>Annual</b>	86413.281	89431.015	92454.514	95607.717	98688.862	101876.650	104900.148	106998.151	109138.114	111320.876	114660.502
<b>RN/RPN 15 Years Service</b>	<b>Hourly</b>	42.376	43.856	45.338	46.885	48.395	49.959	51.441	52.470			
	<b>Annual</b>	88141.547	91219.635	94303.604	97519.871	100662.639	103914.183	106998.151	109138.114			
<b>RN/RPN 20 Years Service</b>	<b>Hourly</b>	43.223	44.733	46.245	47.822	49.363	50.958	52.470	53.520			
	<b>Annual</b>	89904.378	93044.028	96189.676	99470.268	102675.892	105992.466	109138.114	111320.877			
<b>RN/RPN 25 Years Service</b>	<b>Hourly</b>	44.520	46.075	47.632	49.257	50.844	52.487	54.044	55.125			
	<b>Annual</b>	92601.509	95835.349	99075.366	102454.376	105756.169	109172.240	112412.258	114660.503			

Effective July 1, 2027 -

Monthly salaries include a 3.00% increase.

Hourly salary is calculated as annual salary ÷ annual hours

Annual hours = 2080

		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	15 YEAR	20 YEAR	25 YEAR
Licensed Practical Nurse	Hourly	34.417	35.543	36.654	38.005	39.246	40.628	42.076	43.338	44.205	45.089	46.441
	Annual	71587.017	73929.582	76240.953	79051.407	81631.035	84506.993	87517.079	90142.591	91945.443	93784.352	96597.882
RN/RPN	Hourly	42.791	44.286	45.783	47.344	48.870	50.449	51.946	52.985	54.044	55.125	56.779
	Annual	89005.680	92113.945	95228.149	98475.948	101649.528	104932.949	108047.153	110208.096	112412.257	114660.502	118100.317
RN/RPN 15 Years Service	Hourly	43.647	45.171	46.698	48.291	49.847	51.458	52.985	54.044			
	Annual	90785.793	93956.224	97132.712	100445.467	103682.518	107031.608	110208.096	112412.258			
RN/RPN 20 Years Service	Hourly	44.520	46.075	47.632	49.257	50.844	52.487	54.044	55.125			
	Annual	92601.509	95835.349	99075.366	102454.376	105756.169	109172.240	112412.258	114660.503			
RN/RPN 25 Years Service	Hourly	45.856	47.457	49.061	50.735	52.370	54.061	55.666	56.779			
	Annual	95379.554	98710.409	102047.627	105528.008	108928.854	112447.407	115784.625	118100.318			

## APPENDIX "B" -- ACADEMIC ALLOWANCES

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

- (a) For an approved clinical course in gerontology; or the Nursing Unit Administration Course; or a University Certificate in Nursing (one year course); or for having both the Registered Psychiatric Nurse and the Registered Nurse diploma --

\$0.288 per hour for all paid hours

- (b) For a Bachelor of Nursing degree or the equivalent (i.e.; the University Certificate in Nursing and a Bachelor of Science or Bachelor of Arts degree) -

\$0.577 per hour for all paid hours

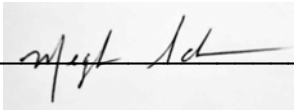
## APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

- C.1 Occupational classifications are as follows:
- (a) **RN/RPN** -- A Registered Nurse/Registered Psychiatric Nurse is a person entitled to practice in accordance with the laws and guidelines established by the provincial licensing body; and is employed in a general duty position or its equivalent.
  - (b) **L.P.N.** -- A Licensed Practical Nurse is a person entitled to practice in accordance with the laws and guidelines established by the provincial licensing body.

## APPENDIX “D” – CONTINUANCE INCENTIVE

- 01** In recognition of the value of the continuing employment of the professional nursing staff, a system of paid employment bonus leave days is provided to recognize the nurses who remain in the ongoing employment of the Home. The formula will be effective July 1, 1999, with the first entitlement to be available January 1, 2000.
- 02** The Continuance Incentive will be earned, commencing the first entitlement period following their second anniversary of continuous service, as defined in Article 2105
- 03** For a full-time RN or LPN employed from July 1<sup>st</sup> to December 31<sup>st</sup> inclusive, the nurse will be entitled to one (1) day [eight (8) hours] of paid employment bonus leave as of January 1<sup>st</sup>. Similarly, for full-time nurses employed January 1<sup>st</sup> to June 30<sup>th</sup>, one (1) day [eight (8) hours] will be credited July 1<sup>st</sup> and so on for each six (6) month period. The paid employment bonus may be taken as time off with pay or the time may be paid out at the sole discretion of the nurse. The time earned in one (1) six (6) month period must be taken prior to the end of the next six (6) month period.
- 04** Part-time nurses shall earn paid employment bonus days on a prorated basis as calculated by the number of hours worked in the relevant period as compared to a full-time nurse.
- 05** Entitlement accumulates, but no benefit is payable if the nurse terminates their employment prior to the December 31<sup>st</sup> and June 30<sup>th</sup> cut off dates.
- 06** Any payment is on straight time per hour, based on the nurse’s regular salary. Such time off must be requested in writing at least two (2) weeks prior to posting. Approval will be granted whenever reasonably possible but will not result in overtime costs to the Employer.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

*Leona Barrett*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

Signed the 6<sup>th</sup> day of March, 2026.

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
AXR OPERATING (NATIONAL) LP INC.  
OPERATING AS CHARLESWOOD CARE CENTRE  
AND  
CHARLESWOOD NURSES LOCAL 64  
OF THE MANITOBA NURSES' UNION**

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

The ratification date of the current Collective Agreement occurred on September 2, 2025.

**2. Re: Retirement Plan**

The Retirement Plan will be a group RRSP vehicle with defined contributions by both Employees and the Employer.

The Retirement Plan will be available to full time and part-time nurses and all new hires will be eligible to join after six (6) continuous months of employment, provided they have successfully completed their probationary period.

Participation in the plan is voluntary for all current employees. Effective May 10, 2022, participation in the Retirement Plan is mandatory for all new Employees hired on or after May 10, 2022.

The Retirement Plan will have defined contributions by both the Employer and the Employees. The contribution formula for both the Employer and the employee contributions shall be as follows:

The contribution formula for both Employer and employee will be six point one percent (6.1%) of annual earnings up to and including \$40,000 and seven point one percent (7.1%) of annual earnings in excess of \$40,000.

**3. Re: Agency Nurses**

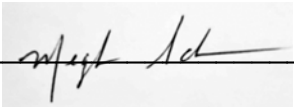
The Employer commits to making best efforts to minimize to the greatest degree possible the use of nurses employed by outside agencies (“Agency Nurses”) to fill occasional available shifts.

The Employer affirms its commitment that such shifts, including those which result from unfilled vacant, term or permanent positions, will be offered first to Home nurses in accordance with the provisions of the Collective Agreement. Only when nurses at the Home are not available will the Home resort to seeking assistance from outside agencies.

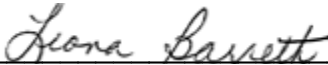


**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
AXR OPERATING (NATIONAL) LP INC.  
OPERATING AS CHARLESWOOD CARE CENTRE  
AND  
CHARLESWOOD NURSES LOCAL 64  
OF THE MANITOBA NURSES' UNION**

- 1. Re: Ratification of Collective Agreement**
- 2. Re: Retirement Plan**
- 3. Re: Agency Nurses**

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Signed the 6<sup>th</sup> day of March, 2026.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
AXR OPERATING (NATIONAL) LP INC.  
OPERATING AS CHARLESWOOD CARE CENTRE  
AND  
CHARLESWOOD NURSES LOCAL 64  
OF THE MANITOBA NURSES' UNION**

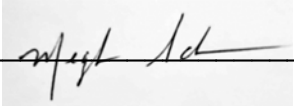
**Re: COVID Reactivation**

The parties agree that although the COVID Memoranda dated January 19, 2022 has ended, it will be reactivated under the following conditions:

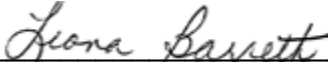


1. Should the Chief Provincial Medical Officer of Health declare a public health emergency related to COVID under the Public Health Act during the life of this agreement, the terms and provisions of the previous COVID Memorandum (see attached) will immediately take force and effect.
2. At time of declaration, or anytime thereafter the parties may also, by mutual agreement only, expand, amend or increase any provision to the previous COVID Memorandum or add any new provision as mutually agreed upon.
3. The parties agree that should the COVID Memorandum return to be in force and effect by virtue of an Emergency declaration, any and all provisions, incentives, premiums etc. shall be over and above any compensation provided therein the Collective Agreement or any other active Memoranda, unless otherwise agreed by the parties. It is understood that at no time will a nurse receive duplicate premiums or payments for the same purpose.
4. Reactivation of this MOU is dependent on confirmation of funding by WRHA. Where funding for this MOU is no longer provided by the WRHA, this MOU shall immediately expire.

This agreement will end upon expiry of the Collective Agreement.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Signed the 6<sup>th</sup> day of March, 2026.

**MEMORANDUM OF AGREEMENT**  
**Re: Novel Coronavirus Disease (COVID-19)**

Between

**MANITOBA NURSES UNION (MNU)**  
**("the Union")**

-and-

**AXR Operating (National) LP operating as Beacon Hill Lodge**  
**AXR Operating (National) LP operating as Charleswood Care Centre**  
**AXR Operating (National) LP operating as Heritage Lodge Personal Care Home**  
**AXR Operating (National) LP operating as Kildonan Personal Care Home**  
**AXR Operating (National) LP operating as Maples Personal Care Home**  
**Revera Long Term Care Inc. operating as Parkview Place Care Centre**  
**Revera Long Term Care Inc. operating as Poseidon Care Centre**  
**AXR Operating (National) LP operating as Valleyview Care Centre**  
**("the Employer")**

**WHEREAS** the World Health Organization has declared the Coronavirus Disease (COVID-19) a global pandemic and the Omicron-driven wave of the COVID-19 pandemic is presenting challenges in long-term care homes;

**AND WHEREAS** healthcare workers are on the front lines in the delivery of essential health services to residents in long-term care homes;

**AND WHEREAS** such healthcare workers are deserving of acknowledgement for the essential care and service provided to the residents in long-term care homes;

**NOW THEREFORE** the Parties agree as follows:

1. Nurses will receive a special payment to be determined based on the total amount of hours worked during the first two applicable payroll periods of 2022. The formula used to determine this additional payment will be two dollars (\$2.00) per hour for all hours worked by a nurse including hours paid at regular rate of pay and overtime hours.
2. The special payment will be retroactive to the beginning day of the first applicable payroll period and will cease on the last day of the second applicable pay period. The retroactive payment will be based on hours worked during the aforementioned period of time and will be payable to nurses who are actively employed on the date this Memorandum of Agreement is executed by the Parties.
3. Notwithstanding the terms of the applicable Collective Agreement, this special payment shall not form part of a nurse's hourly wage rate and shall not be duplicated or pyramided with any other premiums (i.e. shift, weekend, overtime, sick, holiday, etc.), regardless of the purpose for the premiums.

4. The Parties agree that this Memorandum of Agreement is unique to the COVID-19 pandemic and is entered into on a without precedent and without prejudice basis.
5. The Parties agree that the provisions of this Memorandum of Agreement will be discontinued and no longer apply effective January 29, 2022 for Charleswood and Heritage and on February 5, 2022 for all other Homes, unless there is mutual agreement to extend this Memorandum of Agreement.
6. It is understood and agreed that this Memorandum of Understanding and the costs associated with the payment of this premium shall have no financial impact on the scheduled negotiations for a new Collective Agreement.

Signed and dated on this 19th day of January, 2022 at Winnipeg,  
Manitoba.

**For the Union:**

M. Franklin LRO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For the Employer:**

Emily Reynolds

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
 SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
 BETWEEN  
 AXR OPERATING (NATIONAL) LP INC.  
 OPERATING AS CHARLESWOOD CARE CENTRE  
 AND  
 CHARLESWOOD NURSES LOCAL 64  
 OF THE MANITOBA NURSES' UNION**

***Re: Salary Enhancement Incentive- 2080 Annual Hours***

The Employer and the Union have agreed to jointly establish an initiative on a trial basis with the goal of reducing the nursing shortage through recruitment and retention initiatives, addressing the challenges of excessive overtime and agency use, and thus enhancing consistency and continuity of the quality resident care provided.

Therefore, an Incentive Salary Enhancement (herein after referred to as “The Incentive” “The Salary Enhancement”) has been created as a two (2) year pilot project beginning on April 1, 2025 and ending March 31, 2027.

**A. INCENTIVE PARAMETERS:**

1. Nurses holding a full-time EFT (1.0) shall be entitled to The Salary Enhancement incentive based on the following parameters:
  - (a) Full-time nurses must be employed in one of the following classifications: RN, RPN, LPN.
  - (b) The Incentive Eligible nurses will be paid in the form of a hourly premium of \$5.95 per hour for all hours paid at regular rates subject to paragraphs (e) (f), and (g) below.
  - (c) The Incentive Salary Enhancement will be paid on the basis of the adjusted salary scales as listed in Schedule “A” for illustration purposes only.
  - (d) The Incentive Salary Enhancement will not apply to overtime hours or overtime rates.
  - (e) The Incentive Salary Enhancement will apply to any full-time nurse for any period where the nurse is on an approved WCB claim during the eligible period.
  - (f) The Incentive Salary Enhancement is not provided to any full-time nurse for any periods of unpaid leave.
  - (g) Where a nurse is on a paid sick leave of four (4) weeks or less, The Incentive Salary Enhancement shall be applied. For clarity, where a nurse is on a paid sick leave of four (4) weeks or more, The Incentive Salary Enhancement shall be applied only to the first four (4) weeks of the leave.

2. Part time and/or casual nurses working up to the equivalent of a full time 1.0 EFT shall be entitled to The Incentive Salary Enhancement based on the following parameters:
  - (a) Part time and/or casual nurses must be employed in one of the following classifications: RN, RPN, LPN.
  - (b) For part time and/or casual nurses working up to the equivalent of a full time 1.0 EFT, The Incentive Salary Enhancement will be paid in the form of a hourly premium Salary Enhancement of \$5.95 per hour for all hours paid at regular rates.
  - (c) The Incentive Salary Enhancement will not apply to overtime hours or overtime rates.
  - (d) Part time and/or casual nurses on an accepted WCB claim shall qualify for The Incentive Salary Enhancement, if prior to going on WCB they had worked sufficient hours to qualify for The Incentive Salary Enhancement in the preceding eight (8) weeks immediately prior to going off.

The reconciliation for such compensation will be at the end of each six (6) month period (April 1<sup>st</sup> to September 30<sup>th</sup>, or October 1<sup>st</sup> to March 31<sup>st</sup> as the case may be) and is in the form of a retroactive salary adjustment.

- A nurse holds a part time or casual position:
  - The assessment of full time 1.0 EFT equivalency will be based on 2080 annual hours, however the annual period will be split and subsequently calculated over two (2) separate six (6) month periods, with each six (6) month period consisting of 1040 paid hours.
  - The two (2) six-month periods are as follows:
  - April 1<sup>st</sup> to September 30<sup>th</sup> – 1040 hours with payment being made first off cycle pay in December.
  - October 1<sup>st</sup> to March 31<sup>st</sup> – 1040 hours with payment being made first off cycle pay in June.
- Part time Nurse (casual excluded) exceptions. The exceptions that are applied towards eligibility of The Incentive Salary Enhancement for a part-time nurse are as follows in each six (6) month period: *(reduces amount of The Salary Enhancement based on eligible paid hours but not eligibility)*
  - (a) A nurse is on an approved unpaid leave of absence of four (4) weeks or less.
  - (b) A nurse is on approved union leave of four (4) weeks or less.
  - (c) The aforementioned leaves can be taken individually or in combination of up to a maximum of four (4) weeks in the eligibility period.
  - (d) A nurse is on any period of approved WCB claim subject to 2 d) above.
  - (e) A nurse who has not achieved sufficient qualifying hours may choose to utilize accrued banked overtime to top up eligible hours to a maximum of fifty (50) hours. Such request shall be made in writing within two (2) pay periods

prior to the eligibility period end. The requested hours will be paid straight time rates.

- (f) A nurse shall be granted an exception of forty-eight (48) hours to address stat time off equivalent to full-time nurses. The nurse shall make written application to the Employer to apply said hours at the end of, but no later than two (2) weeks after, the eligibility period end date.
- (g) Where a part time nurse who has worked or has been working sufficient hours to otherwise qualify for The Salary Enhancement and is allotted a period of vacation that has not accrued full time paid hours, the unpaid vacation period which reflects the shortage of hours would be eliminated from consideration for The Salary Enhancement and the remaining period of eligibility would be prorated to reflect the removal from consideration for the hours the nurse was short of full time paid hours, during the vacation period.

For example:

April 1 - September 30

A .5 EFT nurse who did not earn any additional vacation pay in the previous year and works the equivalent of full time 1.0 EFT hours except for a 2-week period where they are on vacation. For those 2 weeks, they will be deemed to have worked a full time EFT however The Interim Salary Enhancement eligibility threshold will be prorated as follows:

1040 less the shortage of hours in the vacation period (80 x .5) 40 = 1000 hours. If the nurse achieves the 1000 qualifying hours they would remain eligible for The Salary Enhancement, despite not achieving the 1000, however the amount of The Enhancement is prorated based upon \$5.95 on eligible hours paid.

The nurse shall make written application to the Employer to apply said hours at the end of, but no later than two (2) weeks after, the eligibility period end date.

The Employer will provide reasonable opportunity for the nurse to be aware of any shortfall in qualifying for the Salary Enhancement and any reasonable opportunity to make application to use the matters here in to qualify for The Salary Enhancement.

**B. OBLIGATIONS OF THE PARTIES:**

Notwithstanding the Incentive Criteria in A. above, the parties agree in general to the following principle relating to the application of The Incentive Salary Enhancement :

**UNION WILL AGREE:**

- Eligibility for The Incentive Salary Enhancement is only for hours paid at regular rates (overtime hours do not apply towards eligibility for The Incentive Salary Enhancement), subject to the terms and conditions identified in this MOU.
- The Incentive Salary Enhancement will be for a two (2) year trial period commencing April 1, 2025 and ending March 31, 2027.

- Hours paid at regular rates include: vacation, income protection of less than four (4) weeks, and all other paid leaves approved by the Employer.
- For a nurse who holds a 1.0 EFT they shall still qualify for Incentive The Salary Enhancement if the nurse is on an unpaid leave of absence of less than four (4) weeks.
- Part-time and/or casual nurses off on WCB who would otherwise qualify for The Incentive Salary Enhancement by virtue of established EFT or previous established pattern of working sufficient, hours in the previous eight (8) weeks, to qualify on a consistent basis are eligible for qualification to the Incentive Salary Enhancement.
- For the duration this Incentive Salary Enhancement is in effect, income protection may not be utilized for shifts paid at overtime rates. For clarity, income protection can be utilized when a nurse is unable to attend work for a shift (or portions thereof) paid at regular rates or scheduled at regular rates of pay.

**EMPLOYER WILL AGREE:**

- Employer will establish a mechanism that allows for nurses to readily view and apply for all available shifts at the site.
- The Incentive Salary Enhancement shall be applied to all hours paid at regular rates of pay for qualifying nurses beginning on April 1, 2025.
- Wherever reasonably possible, the Employer will provide the greatest opportunity for nurses to access The Incentive Salary Enhancement. For clarity, the Union retains the ability to grieve the reasonability of disqualification of a nurse from The Incentive Salary Enhancement due to an Employer imposed change.

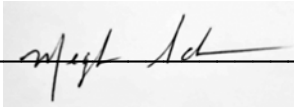
**C. MONITORING PARAMATERS FOR THE PILOT PROJECT:**

**THE PARTIES AGREE:**

- The pilot project will be monitored quarterly by the Nursing Advisory Committee
- The committee shall continue to monitor the efficacy of The Incentive Salary Enhancement with regards to mitigating the challenges associated with the nursing shortage, reducing overtime and/or agency use.
- Modifications of the previously stated eligibility parameters may occur as a result of the impact on the above noted set of baseline data provided that such modifications are mutually agreed upon between the parties. Should The Incentive Salary Enhancement not achieve a measurable improvement confirmed via the set of baseline data above, the parties shall meet to consider, modification or revision of The Incentive Salary Enhancement and implement any necessary changes to better ensure effective alignment with the purposes of The Incentive Salary Enhancement. Any changes prior to the expiry of the trial period require mutual agreement of the parties.
- The Incentive Salary Enhancement may only be discontinued after the trial period, if discontinued by the Provincial MNU and PHLRS.
- If after the trial period, The Incentive Salary Enhancement is discontinued, the Employer agrees that it shall meet promptly with the Union to collaborate and develop the alternative and meaningful incentives enhancements that are mutually agreed upon by the Provincial MNU and PHLRS.

- The new Incentive Salary Enhancement program shall commence immediately upon expiry of the current Full Time Hours Incentive and shall continue for the life of the current Collective Agreement.
- The Incentive Salary Enhancement may only be continued after the trial period if it is continued by the Provincial MNU and PHLRS and funding is approved for the Employer.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

*Leona Barrett*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

Signed the 6<sup>th</sup> day of March, 2026.

Effective April 1, 2025-June 30, 2025

Full Time Salary Enhancement - Hourly salary is calculated as base salary (above) + \$5.95

		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	15 YEAR	20 YEAR	25 YEAR
Licensed Practical Nurse	Hourly	36.901	37.914	38.913	40.128	41.243	42.487	43.788	44.923	45.703	46.498	47.714
	Annual	76753.668	78860.318	80938.918	83466.337	85786.178	88372.505	91079.453	93440.556	95061.847	96715.564	99245.751
RN/RPN	Hourly	45.205	46.576	47.950	49.382	50.782	52.230	53.603	54.556	55.529	56.520	58.037
	Annual	94026.987	96878.412	99735.283	102714.711	105626.053	108638.159	111495.031	113477.411	115499.440	117561.908	120717.486
RN/RPN 15 Years Service	Hourly	45.990	47.389	48.790	50.251	51.678	53.155	54.556	55.529			
	Annual	95660.007	98568.460	101482.469	104521.485	107491.054	110563.402	113477.411	115499.440			
RN/RPN 20 Years Service	Hourly	46.791	48.217	49.646	51.137	52.593	54.100	55.529	56.520			
	Annual	97325.687	100292.309	103264.599	106364.395	109393.355	112527.150	115499.440	117561.908			
RN/RPN 25 Years Service	Hourly	48.016	49.485	50.957	52.492	53.992	55.544	57.016	58.037			
	Annual	99874.178	102929.798	105991.256	109184.047	112303.875	115531.685	118593.143	120717.486			

Effective July 1, 2025-June 30, 2026

Full Time Salary Enhancement - Hourly Salary is calculated as base salary (above) + \$5.95

		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	15 YEAR	20 YEAR	25 YEAR
Licensed Practical Nurse	Hourly	38.070	39.121	40.158	41.419	42.577	43.867	45.218	46.396	47.204	48.030	49.292
	Annual	79185.534	81371.764	83528.882	86151.775	88559.247	91243.273	94052.476	96502.770	98185.305	99901.491	102527.256
RN/RPN	Hourly	46.285	47.693	49.105	50.576	52.015	53.503	54.914	55.893	56.892	57.911	59.470
	Annual	96272.390	99202.228	102137.664	105199.026	108190.429	111285.368	114220.804	116257.700	118335.334	120454.520	123696.876
RN/RPN 15 Years Service	Hourly	47.091	48.528	49.968	51.469	52.936	54.454	55.893	56.892			
	Annual	97950.317	100938.753	103932.897	107055.486	110106.718	113263.556	116257.700	118335.334			
RN/RPN 20 Years Service	Hourly	47.914	49.380	50.848	52.379	53.876	55.424	56.892	57.911			
	Annual	99661.804	102710.008	105764.035	108949.076	112061.332	115281.307	118335.334	120454.521			
RN/RPN 25 Years Service	Hourly	49.173	50.683	52.195	53.772	55.313	56.908	58.420	59.470			
	Annual	102280.378	105420.028	108565.676	111846.268	115051.892	118368.466	121514.114	123696.877			

Effective July 1, 2026-March 31, 2027

Full Time Salary Enhancement - Hourly Salary is calculated as base salary (above) + \$5.95

		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	15 YEAR	20 YEAR	25 YEAR
Licensed Practical Nurse	Hourly	39.364	40.458	41.537	42.849	44.053	45.395	46.800	48.026	48.867	49.725	51.039
	Annual	81877.959	84152.293	86396.343	89124.938	91629.432	94421.625	97344.038	99893.079	101643.420	103428.769	106160.352
RN/RPN	Hourly	47.495	48.946	50.399	51.915	53.397	54.929	56.383	57.391	58.420	59.470	61.075
	Annual	98789.281	101807.015	104830.514	107983.717	111064.862	114252.650	117276.148	119374.151	121514.114	123696.876	127036.502
RN/RPN 15 Years Service	Hourly	48.326	49.806	51.288	52.835	54.345	55.909	57.391	58.420			
	Annual	100517.547	103595.635	106679.604	109895.871	113038.639	116290.183	119374.151	121514.114			
RN/RPN 20 Years Service	Hourly	49.173	50.683	52.195	53.772	55.313	56.908	58.420	59.470			
	Annual	102280.378	105420.028	108565.676	111846.268	115051.892	118368.466	121514.114	123696.877			
RN/RPN 25 Years Service	Hourly	50.470	52.025	53.582	55.207	56.794	58.437	59.994	61.075			
	Annual	104977.509	108211.349	111451.366	114830.376	118132.169	121548.240	124788.258	127036.503			