

COLLECTIVE AGREEMENT

BETWEEN

**REVERA LONG TERM CARE INC.
OPERATING AS BEACON HILL LODGE**

AND

**BEACON HILL NURSES LOCAL 76
OF THE MANITOBA NURSES' UNION**

July 1, 2017 to June 30, 2024



A COMMITMENT TO CARING

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THIS AGREEMENT made between:

**REVERA LONG TERM CARE INC.
OPERATING AS BEACON HILL LODGE
(hereinafter referred to as the "Employer")**

and

**BEACON HILL NURSES LOCAL 76
OF THE MANITOBA NURSES' UNION
(hereinafter referred to as the "Union")**

PREAMBLE

WHEREAS, it is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the 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 Manitoba Labour Board Certificate No. 6713.

ARTICLE 2 -- DURATION

201 This Collective Agreement shall be in full force and effect from 1st day of July 2017, up to and including the 30th of June, 2024.

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

ARTICLE 3 -- DEFINITIONS

301 A "nurse" is a Registered Nurse, or a Licensed Practical Nurse, or a Registered Psychiatric Nurse, 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 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 recurring basis for less than the full prescribed hours of work 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 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. A feminine pronoun used in this agreement, shall mean and include the masculine and non-binary where the context so applies.

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 as a Licensed Practical Nurse 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 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 include occupational classification (salary scale), EFT and shift description (days, evenings, nights).

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 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.

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 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, power, functions or authority which the Employer had prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

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

ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

501 The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. Such direction shall include any dues exemptions. The Employer shall forward such dues to the Manitoba Nurses' Union by the 15th 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 31st, 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 change in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made; however, such change shall not be made more frequently than once in a twelve (12) month period.

505 The Union shall save the Employer harmless from any claims from nurses covered by this Agreement as a result of dues 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 four (4) weeks of any changes made. The Employer shall recognize Union officers and nurse representatives upon receiving notice from the Union.

507 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any nurse, nor on the Employer's premises, without prior authorization of 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 Copies of this Agreement shall be provided by the Union, and the Union will supply a copy to each nurse as soon as reasonably possible following the hiring of each nurse unless otherwise agreed between the Employer and the Union.

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 thirty (30) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union.

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

ARTICLE 6 -- CONTINUANCE OF OPERATIONS

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

ARTICLE 7 -- NON DISCRIMINATION

701 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 handicap, 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 sexual or workplace harassment 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.

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 reasonable standard of health and safety in the workplace and will provide safety and personal protective equipment where required and install safety devices where necessary.

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

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

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.

Any nurse who believes a situation may become abusive shall report this to the immediate supervisor. The Employer shall notify the Union within a reasonable period of time 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.

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.

ARTICLE 8 -- TECHNOLOGICAL CHANGE

801 Technological change means -
 (i) the introduction by the Home into their work, undertaking or business of equipment or material of a different nature or kind than that previously used by them in the operation of the work, undertaking or business, and

- (ii) a change in the manner in which the Home carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

Where the Home proposes to effect a technological change that is likely to affect the terms and conditions, or the security of employment of a significant number of nurses in the unit or to alter significantly the basis upon which the collective agreement was negotiated, the Employer shall give notice of the technological change to the bargaining agent bound by the collective agreement at least ninety (90) days before the date on which the technological change is to be effected.

Sections 83, 84 and 85 of the Labour Relations Act of Manitoba do not apply during the term of the Agreement to the Home and the bargaining agent.

During the period of notice outlined above, the parties will meet and negotiate provisions intended to assist nurses affected by any technological change to adjust to the effects of the technological change.

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

ARTICLE 9 – CHANGE OF FUNCTION OF NURSING UNIT

901 Should the Employer find it necessary in the interest of Resident Care, reduction of costs, or increased efficiency, to change the general overall function of a nursing unit, the Employer shall provide written notice to the nurses and the Union at least sixty (60) 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 wellbeing of residents, nurses are required to perform duties as assigned notwithstanding any contrary provision in this 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 Agreement provided always that where overtime is worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.
- (b) The importance of regular disaster plan exercises and fire drills, is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is required.
- (c) 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 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 Nursing; Union representatives shall include the President and/or Vice- President of the Local. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The Committee shall meet at the request of either group upon at least five (5) days written notice, but not less than quarterly unless otherwise mutually agreed, for the purpose of discussing Employer nurse relations, quality of resident care, workload (as documented through the Workload Staffing Report) and other matters of mutual concern. Other persons may be invited to participate as required.

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

There shall be a Regional Union Management Committee comprised of one Union representative from each Union Management Committee, the Regional Director of Operations or their designate, 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.

Including:

- a) Nursing practice conditions
- b) Safety of residents and nurses
- c) Role of Charge Nurse
- d) Resident Care hours

1102 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, Regional Union Management Committee, Workplace Safety and Health 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 committee.

A nurse who is a member of a Workplace Safety and Health Committee is entitled to take time off from their regular work duties to carry out their duties as a committee member under the Act and Regulations thereunder and shall be paid at the nurse's regular or premium pay, as applicable, for all time spent carrying out their duties as a committee member under the Act and Regulations thereunder.

The Employer shall allow a nurse to take educational leave each year, to the extent provided under the Workplace Safety and Health Act, for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division or approved by the Workplace Safety and Health Committee.

ARTICLE 12 -- GRIEVANCE PROCEDURE

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

1202 Unless dismissed, suspended or on a paid leave imposed during an investigation by the Employer a nurse shall continue to work in accordance with this Agreement until such time as the dispute has been resolved.

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

1204 A nurse or Union representative shall request permission from 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 event which is the subject of complaint, 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 Agreement, including the question of whether the matter falls within the scope of this Agreement, or which affects a group of nurses may be submitted 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 Provincial Director or designate. The Provincial Director or designate 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 Agreement by forwarding a written statement of such grievance to the President of the Union with a copy to the Manitoba Nurses' Union providing it is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred. The President of the Union shall give 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 Provincial Director or Designate, 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 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 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 layoff, suspension or discharge.

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

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

1311 Nothing in this Collective Agreement shall preclude a nurse or the Union 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 by the Employer at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of salary as a result. Nurses whose attendance is required by the Union at arbitration hearings related to the Agreement shall be given permission to be absent from work without pay.

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. In the event the costs of the mediator are not borne by the Province of Manitoba, 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 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 Manitoba Infrastructure, 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.

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 Shift patterns for each nursing unit shall be planned by the Employer in meaningful consultation with the nurse(s) concerned and shall, unless otherwise mutually agreed between the nurse(s) and the Employer, 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; and
- 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 15th 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 Effective May 10th, 2022 each nurse shall be paid at the rate of two (2) times their basic salary for all authorized overtime in any one (1) 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 salary.

1603 Notwithstanding Articles 1601 and 1602 above, whenever a nurse works two (2) consecutive shifts, the nurse 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 31st and September 30th 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 Meal Allowance: A nurse who is authorized to work overtime for a period of four (4) hours or more immediately following their regular shift shall be supplied with a meal, or if this is not available a meal ticket.

ARTICLE 17 – SHIFT PREMIUM AND WEEKEND PREMIUM

1701

- (a) An evening shift premium of one dollar and seventy-five cents (\$1.75) [two dollars (\$2.00) effective May 10, 2022] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1700 hours and the next succeeding 2300 hours.
- (b) A night shift premium of two dollars and fifty cents (\$2.50) [three dollars and fifty cents (\$3.50) effective May 10, 2022] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

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

1704 A weekend premium of two dollars (\$2.00) per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

1705 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) 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, 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

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 to be taken on a consecutive basis, recognizing that five (5) vacation days equals one (1) calendar week. The vacation year shall be from June 1st to May 31st. 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. Vacation earned in any vacation year is taken in the following vacation year.

The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to one (1) week 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.

2102 A full-time 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 full-time 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 th) to tenth (10 th) year inclusive	Twenty (20) days/4 weeks
In the eleventh (11 th) to twentieth (20 th) year inclusive	Twenty-five (25) days/5 weeks
In the twenty-first (21 st) and subsequent years	Thirty (30) days/6 weeks

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

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 (5th) anniversary of employment (i.e. 25th, 30th, 35th, 40th, etc.). Such days shall be taken during the vacation year in which the twentieth (20th) or subsequent fifth (5th) 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, after expiry of their income protection credits.
- 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 four (4) 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.

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 1st of each year and approved vacation schedules by May 1st, provided nurses' requests for vacation have been received in writing by April 1st. In the selection of dates, every effort will be made consistent with the necessities of the operation of the Home to allow nurses to exercise their choice in accordance with their seniority status.

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

ARTICLE 22 -- RECOGNIZED HOLIDAYS

2201 The following days shall be designated as recognized (paid) holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
First Monday in August (Terry Fox Day)	National Day for Truth and Reconciliation (September 30 th)

The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this Agreement.

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 assigned on a mutually convenient date within the period of thirty (30) days preceding and following the actual Recognized Holiday and will be added to a weekend off whenever reasonably possible.

2205 The Employer will grant each nurse a period of three (3) consecutive days off over either the Christmas or New Year period, one (1) day of which will be December 25th or January 1st as the case may be. It is understood that a nurse shall receive Christmas or New Year's off on a rotating basis.

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 that Holiday 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 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 1st, in order to clear all banks by December 15th 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 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 worked (i.e. Employer paid time and Union Leave) subject to a maximum of one hundred and twenty (120) days.

Notwithstanding the foregoing, nurses employed on or before June 13, 2003 shall accumulate income protection at the rate of one and one half (1.5) days for each full month worked (i.e. employer paid time and Union Leave) subject to a maximum of ninety-six (96) days.

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

- (b) (i) A nurse who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB/MPI payments. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as defined in Article 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- The Employer's supplement shall be charged to the nurse's accumulated income protection credits and such supplement shall be paid until the nurse's accumulated income protection credits are exhausted, or until 119 calendar days have elapsed since the first day of supplement, whichever is less.
- (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, long term disability plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
- (iii) Further to this, the Employer shall notify Workers Compensation/Manitoba Public Insurance of salary adjustments at the time they occur.
- (iv) In accordance with Section 41(6)(b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the WCB by January 1, 1994 so that the WCB may determine whether or not the supplements referenced in 2303(b)(i) shall continue in effect after January 1, 1995.
- (v) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.
- (c) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the provisions of 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 the nurse if their employment is not continued beyond their probationary 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 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.

Failure to give such notice shall result in non-entitlement to income protection benefits for the period of absence.

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

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

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 two (2) weeks written notice of their intent to return to work.

ARTICLE 24 -- LEAVE OF ABSENCE

2401 The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the Agreement; however requests for education leave will be given special consideration. Except in emergencies such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of 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 shall be deemed as a resignation.

2403 The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For 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 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.
- (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 (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.
 - (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
 - (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of 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 their 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:

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

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 than 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.

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 purposes of attendance at meetings of the Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress meetings or seminars. It is understood that the Manitoba Nurses' Union will reimburse the Employer for salary, benefits and related payroll costs.

- (b) Subject to six (6) weeks' notice, a nurse elected or selected to a full-time or part-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress shall be granted leave of absence without loss of seniority, salary or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request, during 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 two (2) years or indefinite terms.

2410 A nurse required to serve jury duty or subpoenaed as a witness in any court of law (other than a court proceeding occasioned by the nurses' own private affairs where they are a party to that proceeding), shall receive leave of absence at their basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses. This will be affected by the nurse signing over their jury or other fees, less expense money received from the authorities and the Employer will continue regular salary payments. The nurse is to notify their supervisor as soon as possible after receipt of Notice of Jury Selection for jury duty and provide a copy of this notice.

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, stepchild, parent, step-parent, sibling, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, 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 employment at any time due to permanent disability;

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

Subject to the above, pre-retirement leave for any period of layoff up to a maximum of two (2) years will be calculated on a pro rata basis, based on the following formula:

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

(b) Part-time nurses who:

- (i) retire at age sixty-five (65) years; or
- (ii) retire after age sixty-five (65) years; or
- (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (iv) 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:

Average Annual Hours Actually Worked From <u>Last Date of Employment</u> Annual Full-time Hours	X	Entitlement of a Full-time Nurse
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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:

<u>Hours Worked During Layoff</u> Annual Full-time Hours	X	Entitlement of a Full-Time Nurse
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- (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 who provides care to the family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided must issue a certificate stating that:
 - (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this Article shall be defined as:
 - (i) a spouse or common-law partner of the nurse where "common-law partner" of a nurse means a person who, not being married to the nurse, is cohabiting with them in a conjugal relationship of some permanence;
 - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
 - (iii) a parent of the nurse or a spouse or common-law partner of the parent;
 - (iv) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) Unless the nurse and the Employer otherwise mutually agreed, a nurse may end 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.

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

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

- (i) 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 two (2) 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 or other leaves as provided for in the Employment Standards Code.

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 two (2) years;
- (iv) the nurse fails to report for duty within seven (7) days after notification unless otherwise mutually agreed, subject to Article 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 the bargaining unit.

2506 The Employer shall once annually, by January 31st, provide the Union with a seniority listing of names of all nurses within the scope of this 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 a required four (4) week written advance notice, exclusive of any vacation due.

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

- (a) by mutual agreement in writing between the nurse and the Employer for special circumstances, or

- (b) during the probationary period of a newly hired nurse or
- (c) in the event the nurse is terminated for just cause.

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

2604 Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of 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 and in conjunction with (g) below, the Employer and the Union will jointly investigate opportunities for funding for retraining and redeployment for affected nurses.

- (g) The Employer will also cooperate with other Employers, the Provincial Health Labour Relations Services, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

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.

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:

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

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

- (d) the nurse shall be paid four point six two percent (4.62 %) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,
- (e) participation in benefit plans is subject to the provisions of each plan.
- (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 nurse will be hired when other nurses are on layoff except for reasons of a special skill requirement.

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

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 Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence. 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 – PROMOTION AND TRANSFER

2801 The first three (3) calendar months following a nurse's promotion or transfer shall be considered a trial period.

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

2901 In all instances where the Employer considers that a nurse warrants disciplinary action the Employer shall make every effort to take such action at a meeting with the nurse. When a meeting is held, the nurse may be accompanied at the meeting by a Union Representative and the Employer shall give the nurse advance notice of the nature of the complaint. The Employer shall inform the nurse of their right to have a Union Representative present.

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.

2904 A nurse accompanied by a Union representative if the nurse so elects 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 twenty-one (21) 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 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. Subsequent vacancies need only be posted for five (5) days. Nothing herein interferes with the right of the Employer to temporarily change a nurse's shift for bona fide reasons.

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) Where a term position has been created due to a leave of absence where less than four (4) weeks notice has been given.

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

3004 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.

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 promotions, 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.

3008 The successful applicant for a posted position shall be placed on trial for a period of two (2) months. In the event the successful applicant proves unsatisfactory in the position, or if the nurse finds themselves unable or unwilling to perform the duties of the new position during the trial period, the nurse shall be returned to their former position and salary without loss of seniority. Any other nurse promoted or transferred, because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

3009 Ability to do the job means ability to perform the requirements of the job following an appropriate familiarization or training and trial period.

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 such document.

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 If a nurse's glasses or personal belongings (including dentures, medic alert bracelet, hearing aids, other medical devices, watches and uniforms) are damaged as a direct result of performing their duties, the Employer agrees to make reasonable compensation following proper documentation of the incident [watches and uniforms will be reimbursed up to a maximum of seventy-five dollars (\$75.00) each]. The validity of such compensation payment will be determined exclusively by the Employer.

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

3401 A part-time nurse shall be assigned and committed to work 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 shall be required to work on alternate weekends.

3405

(a) Vacation pay shall be calculated as follows:

Hours Paid at Regular Rate of Pay (during vacation year) Full-time Hours	X	Entitlement of a Full-time Nurse
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- (b) Part-time nurses shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time nurse and shall be paid their earned vacation pay proportionately during each week of scheduled vacation.

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

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

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

3408 A part-time nurse shall receive increments (calculated from the date of 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 the 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 A casual nurse is one called in occasionally by the Employer to replace a full-time or part-time nurse or to supplement regular staff coverage; in situations of unforeseen staff shortage, including for periods of vacation.

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

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

A casual nurse shall receive increments (calculated from the date of 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.

3504 Casual nurses will be entitled to:

- Compensation for overtime worked in accordance with Article 16
- Shift premium and weekend premium outlined in accordance with Article 17
- Responsibility Pay premium outlined in Article 19
- Transportation Allowance outlined in Article 20
- The Rights outlined in Articles 2905, 2906 and 2907
- The Employer Sponsored Educational Development Allowance in Article 2407(c)
- continuation of placement at the twenty (20) year rate of 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.

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

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.

3506 The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual nurse receives any payment, and such dues shall be forwarded to the Manitoba Nurses' Union monthly in accordance with Article 501. In the event no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

3507 A casual nurse reporting for work and finding no work available will be guaranteed three (3) hours pay at 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.

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

3509 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.

3510 Notwithstanding the above, casual nurses shall not be given preference over nurses on the Central Redeployment List.

3511 A nurse who elects to transfer from full-time or part-time positions to the casual roster shall retain their current increment level.

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

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

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

- (a) Starting salary of the newly graduated graduate nurse, graduate practical nurse or graduate psychiatric nurse awaiting initial registration as a Registered Nurse, Licensed Practical Nurse or Registered Psychiatric Nurse shall be discounted by eight percent (8%) until such time as registration/license is 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 Before final acceptance for employment all applicants will be required to pass a physical examination by their own doctor at their expense. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the nurse and the Home, and the results of which shall be made available to the Employer prior to the expiry of the probationary period. If a nurse is assigned to work before the results of the physical examination are delivered to the Employer, it is understood that continued employment is pending upon the results of the physical examination. Thereafter, 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 Agreement.

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

3803Applicable 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 4 years	1 Year Rate
4160 hours within past 5 years	2 Year Rate
6240 hours within past 6 years	3 Year Rate
8320 hours within past 6 years	4 Year Rate
10400 hours within past 7 years	5 Year Rate
12480 hours within past 7 years	6 Year Rate
Effective August 1, 2021	
14560 hours within past 8 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 4 years	1 Year Rate
4160 hours within past 5 years	2 Year Rate
6240 hours within past 6 years	3 Year Rate
8320 hours within past 6 years	4 Year Rate
10400 hours within past 7 years	5 Year Rate
12480 hours within past 7 years	6 Year Rate
Effective August 1, 2021	
14560 hours within past 8 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 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 Agreement are created during the term of this Agreement, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Employer will inform the Union of the proposed rates of pay for such positions. If the Union wishes to enter into negotiations on these rates of pay it will so inform the Employer within seven (7) days and negotiations will commence within an additional ten (10) days, which time may be extended by mutual agreement between the Employer and the Union. If the parties are unable to reach agreement concerning the rates of pay the dispute shall, at the request of either or both parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at 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.

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 (1st) 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 one hundred percent (100%) paid by the nurse. The Employer shall be entitled to deduct the premiums from the nurses' 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 (1st) 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 (1st) 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 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.

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 works 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 that failure to do so shall not be grievable under the grievance procedure.

APPENDIX "A" – SALARIES

Each nurse currently employed on May 10, 2022 shall be entitled to a one-time lump sum payment calculated on the following basis:

Applicable for Full Time and Part-time Nurses

\$0.50 per hour for all hours paid at the nurse's regular rate of pay between October 1, 2020 and September 30, 2021, subject to a minimum payment of \$500 total between all employers for which the nurse is employed.

Applicable to Casual Nurses

\$0.50 per hour for all hours paid at the nurse's regular rate of pay between October 1, 2020 and September 30, 2021

For the purposes of this calculation, hours paid excludes all overtime worked.

All statutory deductions will apply to this payment. The lump-sum payment is deemed non-pensionable and is not subject to benefit deductions.

Nurses on a leave of absence shall be deemed to be paid their regular rates based on their pre leave EFT subject to the time period above. Such nurses will receive the payment and will be required to report all earnings to any applicable third party payer/insurer.

As it relates to the minimum \$500 total, where a nurse has not received a minimum payment of \$500 as a total for all employers from which the nurse has received such payment, the nurse shall have ninety (90) days to provide documentation of all information relevant to entitlements under signing bonus to their Employer(s) and the MNU in order to be appropriately compensated.

Effective July 1, 2017 – General increase of 1.25% Annual Hours = 2080										
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR		20 YEAR
Licensed Practical Nurse	Hourly	26.718	27.593	28.455	29.504	30.467	31.540	32.664		33.317
	Annual	55574.156	57392.726	59187.081	61368.882	63371.488	65604.141	67940.919		69299.737
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR		20 YEAR
RN/RPN	Hourly	34.904	36.123	37.344	38.618	39.862	41.150	42.371		43.218
	Annual	72599.946	75135.289	77675.475	80324.632	82913.250	85591.464	88131.650		89894.283
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR		
RN/RPN 20 Years Service	Hourly	35.602	36.845	38.091	39.390	40.659	41.973	43.218		
	Annual	74051.945	76637.995	79228.985	81931.125	84571.515	87303.293	89894.283		
Eligibility for the 20 Year increment is determined in accordance with Article 2105.										

Effective July 1, 2018 – General increase of 1.25% Annual Hours = 2080										
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR		20 YEAR
Licensed Practical Nurse	Hourly	27.052	27.938	28.811	29.873	30.848	31.935	33.072		33.317
	Annual	56268.833	58110.135	59926.919	62135.993	64163.632	66424.192	68790.180		69299.737
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR		20 YEAR
RN/RPN	Hourly	35.340	36.574	37.811	39.100	40.360	41.664	42.901		43.759
	Annual	73507.445	76074.480	78646.419	81328.690	83949.666	86661.357	89233.296		91017.962
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR		
RN/RPN 20 Years Service	Hourly	36.047	37.306	38.567	39.882	41.168	42.497	43.759		
	Annual	74977.594	77595.970	80219.347	82955.264	85628.659	88394.584	91017.962		
Eligibility for the 20 Year increment is determined in accordance with Article 2105.										

Effective July 1, 2019 – General increase of 1.4% Annual Hours = 2080										
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR		20 YEAR
Licensed Practical Nurse	Hourly	27.431	28.329	29.214	30.291	31.280	32.382	33.535		34.206
	Annual	57056.596	58923.677	60765.896	63005.896	65061.922	67354.131	69753.243		71148.308
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR		20 YEAR
RN/RPN	Hourly	35.835	37.086	38.340	39.648	40.925	42.247	43.501		44.371
	Annual	74536.549	77139.523	79747.469	82467.292	85124.961	87874.616	90482.562		92292.213
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR		
RN/RPN 20 Years Service	Hourly	36.552	37.828	39.107	40.441	41.744	43.092	44.371		
	Annual	76027.280	78682.313	81342.418	84116.638	86827.461	89632.108	92292.213		
Eligibility for the 20 Year increment is determined in accordance with Article 2105.										

Effective July 1, 2020 – General increase of 0.5% Annual Hours = 2080									
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Licensed Practical Nurse	Hourly	27.568	28.470	29.360	30.443	31.436	32.544	33.703	34.377
	Annual	57341.879	59218.296	61069.726	63320.926	65387.232	67690.902	70102.009	71504.049
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
RN/RPN	Hourly	36.014	37.272	38.532	39.846	41.130	42.459	43.719	44.593
	Annual	74909.232	77525.221	80146.206	82879.628	85550.586	88313.989	90934.975	92753.674
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
RN/RPN 20 Years Service	Hourly	36.734	38.017	39.302	40.643	41.953	43.308	44.593	
	Annual	76407.417	79075.725	81749.130	84537.221	87261.598	90080.269	92753.674	
Eligibility for the 20 Year increment is determined in accordance with Article 2105.									

Effective July 1, 2021 – General increase of 1.2% Annual Hours = 2080										
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
Licensed Practical Nurse	Hourly	27.899	28.812	29.713	30.808	31.813	32.934	34.107	35.131	35.833
	Annual	58029.982	59928.915	61802.562	64080.777	66171.879	68503.193	70943.233	73071.530	74532.961
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
RN/RPN	Hourly	36.446	37.719	38.994	40.324	41.624	42.968	44.243	45.128	46.031
	Annual	75808.143	78455.523	81107.961	83874.184	86577.193	89373.757	92026.194	93866.718	95744.053
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	
RN/RPN 20 Years Service	Hourly	37.175	38.473	39.774	41.131	42.456	43.828	45.128	46.031	
	Annual	77324.306	80024.634	82730.120	85551.667	88308.737	91161.232	93866.718	95744.053	
Eligibility for the 20 Year increment is determined in accordance with Article 2105.										

Effective July 1, 2022 – General increase of 2.0% Annual Hours = 2080										
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
Licensed Practical Nurse	Hourly	28.457	29.388	30.307	31.424	32.450	33.593	34.789	35.833	36.550
	Annual	59190.581	61127.493	63038.614	65362.393	67495.316	69873.256	72362.098	74532.961	76023.620
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
RN/RPN	Hourly	37.175	38.473	39.774	41.131	42.456	43.828	45.128	46.031	46.951
	Annual	77324.306	80024.634	82730.120	85551.667	88308.737	91161.232	93866.718	95744.053	97658.934
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	
RN/RPN 20 Years Service	Hourly	37.919	39.243	40.570	41.953	43.305	44.704	46.031	46.951	
	Annual	78870.792	81625.126	84384.722	87262.701	90074.912	92984.457	95744.053	97658.934	
Eligibility for the 20 Year increment is determined in accordance with Article 2105.										

Effective July 1, 2023 – General increase of 2.0% Annual Hours = 2080										
		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
Licensed Practical Nurse	Hourly	29.026	29.976	30.913	32.053	33.099	34.265	35.485	36.550	37.281
	Annual	60374.393	62350.043	64299.386	66669.640	68845.223	71270.722	73809.340	76023.620	77544.092
RN/RPN		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
	Hourly	37.919	39.243	40.570	41.953	43.305	44.704	46.031	46.951	47.890
	Annual	78870.792	81625.126	84384.722	87262.701	90074.912	92984.457	95744.053	97658.934	99612.112
RN/RPN 20 Years Service		START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	
	Hourly	38.677	40.028	41.381	42.792	44.171	45.598	46.951	47.890	
	Annual	80448.208	83257.629	86072.417	89007.955	91876.410	94844.146	97658.934	99612.112	
Eligibility for the 20 Year increment is determined in accordance with Article 2105.										

APPENDIX "B" -- ACADEMIC ALLOWANCES

The non-cumulative additional rates of pay hereinafter set forth shall be paid to a nurse for 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 Baccalaureate Degree in Nursing, or a Baccalaureate Degree in Psychiatric Nursing, or a Baccalaureate Degree in Science-Mental Health, or a University Certificate in Nursing, as described in (a) above, in addition to a Baccalaureate Degree in Arts or Science, or the equivalent in the opinion of the Employer.

\$0.577 per hour for all paid hours

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

1. 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.
2. The Continuance Incentive will be earned, commencing the first entitlement period following their second anniversary of continuous service, as defined in Article 2105.
3. For a full-time RN or LPN employed from July 1st to December 31st inclusive, the nurse will be entitled to two (2) days [sixteen (16) hours] of paid employment bonus leave as of January 1st. Similarly, for full-time nurses employed January 1st to June 30th, two (2) days [sixteen (16) hours] will be credited July 1st 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.
4. Part-time nurses shall earn paid employment bonus days on a prorated basis as calculated by the number of hours paid in the relevant period as compared to a full-time nurse.
5. Entitlement accumulates, but no benefit is payable from such accumulation if the nurse terminates their employment prior to the December 31st and June 30th cut off dates.
6. 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.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
REVERA LONG TERM CARE INC.
OPERATING AS BEACON HILL LODGE
AND
BEACON HILL NURSES LOCAL 76
OF THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement

The ratification date of the current Collective Agreement occurred on May 10, 2022.

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: Application of Collective Agreement – Inter-Facility Job Posting Applications

The Employer agrees that an employee of Home listed in Schedule X below who is a member of a bargaining unit for which the M.N.U. is the recognized bargaining agent may apply for a job posting at a different Home listed in Schedule X for which the M.N.U. is the recognized bargaining agent, at their own expense, subject to the following conditions:

(a) Said employee shall provide the management of the receiving Home a written request for a job application. Such written request shall constitute an application for a vacancy which exists after any internal applications have been determined. The application shall include the nurse's position at the Home the nurse is working at the time of the application and their qualifications and the position for which the nurse is applying. Nothing herein requires the receiving Home to employ the applicant.

- (b) In the event the receiving Home does employ the applicant,
1. the receiving Home will recognize the seniority at the Home which the applicant is working at the time immediately prior to commencing to work at the receiving Home;
 2. the receiving Home will recognize the years of service of the nurse at the Home at which the nurse is working at the time immediately prior to commencing to work at the receiving Home
 3. the nurse will be entitled to vacation entitlement and vacation pay according to the provision of the receiving Home reduced by any vacation entitlement and vacation pay already received for the same period at the predecessor Home
 4. the nurse shall be subject to the welfare benefit provisions according to the Collective Agreement of the receiving Home without a waiting period, unless otherwise prohibited by the plans or the carrier of the plans at the receiving or predecessor Home
 5. the nurse upon commencing employment at the posting Home will otherwise be subject to the terms of the Collective Agreement between M.N.U. and the posting Home; and

(c) In the event the nurse who is accepted by the receiving Home according to the above is terminated with cause after being offered the position by the receiving Home but before commencing to work at the receiving Home, then the offer of employment will be deemed to be a nullity. Any grievance about such a termination shall be made according to the terms of the Collective Agreement in effect at the Home in which the nurse was working at the time of the discharge. In the event the termination is rescinded or reversed by arbitration, the offer of employment will continue to be a nullity.

Schedule X

1. Beacon Hill Lodge
2. Charleswood Care Centre
3. Heritage Lodge
4. Parkview Place
5. Poseidon Care Centre
6. Valleyview Care Centre
7. Maples Personal Care Home
8. Kildonan Personal Care Home

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
REVERA LONG TERM CARE INC.
OPERATING AS BEACON HILL LODGE
AND
BEACON HILL NURSES LOCAL 76
OF THE MANITOBA NURSES' UNION**

- 1. *Re: Ratification of Collective Agreement***
- 2. *Re: Retirement Plan***
- 3. *Re: Application of Collective Agreement - Inter-Facility Job Posting Applications***

**LETTER OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
REVERA LONG TERM CARE INC.
OPERATING AS BEACON HILL LODGE
AND
BEACON HILL NURSES LOCAL 76
OF THE MANITOBA NURSES' UNION**

Re: Part Time Seniority Lists

The parties agree to meet within the ninety (90) days following ratification to review the seniority lists and hours for part-time nurses and sign off on the “date of ratification” list as accurate between the parties. This date will act as the “date of ratification” for purposes of the change in Article 3409.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
REVERA LONG TERM CARE INC.
OPERATING AS BEACON HILL LODGE
AND
BEACON HILL NURSES LOCAL 76
OF THE MANITOBA NURSES' UNION**

Re: Grandfathering Part-time Nurses into the Employee Benefit Program

Whereas the parties have agreed to a new set of benefits as provided in Article 39 of the Collective Agreement between the parties expiring on June 30, 2013 (the "Collective Agreement"); and

Whereas the parties agree that in order to be eligible for benefits a nurse must have at least a point four (.4) EFT and have worked for three (3) continuous months with the Employer; and

Whereas the parties recognize that there are nurses who are currently enrolled in benefits in accordance with the benefit provisions in the Collective Agreement that expired on December 31, 2009 (the "Expired Collective Agreement") with less than a point four (.4) EFT;

The parties agree as follows:

Part-time nurses with less than a point four (.4) EFT who are enrolled as of the day prior to ratification of the Collective Agreement in the current benefit plan as provided for in the Expired Collective Agreement shall be grandfathered into the new benefit plan to the extent of their current benefit coverage. For greater certainty this shall apply to the following nurses:

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It is understood and agreed that any provisions with respect to open enrollment periods within the Collective Agreement shall not apply to any part-time nurse with less than a point four (.4) EFT.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
REVERA LONG TERM CARE INC.
OPERATING AS BEACON HILL LODGE
AND
BEACON HILL NURSES LOCAL 76
OF THE MANITOBA NURSES' UNION**

Re: Uniform Allowance

A uniform allowance of fourteen dollars (\$14.00) per month to full-time nurses and seven dollars (\$7.00) per month to part-time nurses will be paid on the first pay period of the month following completion of the probationary period, provided the nurse has been scheduled to work and has worked during the two (2) preceding bi-weekly pay periods.

Note: This provision is only applicable to Hazel Nurse.

**LETTER OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
REVERA LONG TERM CARE INC.
OPERATING AS BEACON HILL LODGE
AND
BEACON HILL NURSES LOCAL 76
OF THE MANITOBA NURSES' UNION**

Re: Participation in PHLAC/Redeployment

1. PURPOSE:

- 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.
- 1.05 For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the "sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.06 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.07 "Central Redeployment List" means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

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

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

2. SENIORITY:

- 2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.02 Employees without a Collective Agreement shall not have seniority rights.
- 2.03 Transfer of Seniority - The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. TRIAL PERIOD:

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

4. NEW AND VACANT POSITIONS:

- 4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.
- 4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment List.

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

The following provisions shall apply in filling the vacancy:

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

5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:

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

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.

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

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

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

7. OTHER CONDITIONS:

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

8. TRAINING:

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

9. ADMISSION OF NEW MEMBERS:

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

10. ACCEPTANCE OF LETTER OF UNDERSTANDING:

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

11. DURATION:

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

12. AMENDMENTS:

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

13. APPEAL PANEL:

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

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

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

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

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

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

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

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

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