

# **COLLECTIVE AGREEMENT**

BETWEEN

CALVARY PLACE PERSONAL CARE HOME

AND

MANITOBA NURSES UNION

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April 1, 2024 to March 31, 2028

***mnw***  
MANITOBA NURSES UNION

## Table of Contents

ARTICLE 1 -- SCOPE OF RECOGNITION.....	5
ARTICLE 2 -- DURATION.....	5
ARTICLE 3 -- DEFINITIONS.....	6
ARTICLE 4 -- MANAGEMENT RIGHTS .....	7
ARTICLE 5 -- UNION SECURITY AND REPRESENTATION .....	8
ARTICLE 6 -- CONTINUANCE OF OPERATIONS.....	10
ARTICLE 7 -- NON DISCRIMINATION.....	10
ARTICLE 7A -- HEALTH AND SAFETY .....	10
ARTICLE 7B -- REPRESENTATIVE WORKFORCE .....	13
ARTICLE 8 -- TECHNOLOGICAL CHANGE .....	14
ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT.....	15
ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS.....	15
ARTICLE 11 -- JOINT COMMITTEES .....	16
ARTICLE 12 -- GRIEVANCE PROCEDURE .....	21
ARTICLE 13 -- ARBITRATION PROCEDURE .....	22
ARTICLE 14 -- HOURS OF WORK .....	24
ARTICLE 15 -- SHIFT SCHEDULES .....	25
ARTICLE 16 -- OVERTIME.....	29
ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM.....	31
ARTICLE 18 -- BLANK.....	34
ARTICLE 19 -- RESPONSIBILITY PAY.....	34
ARTICLE 20 -- TRANSPORTATION ALLOWANCE .....	37
ARTICLE 21 -- VACATIONS.....	37
ARTICLE 22 -- RECOGNIZED HOLIDAYS .....	40
ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION.....	41
ARTICLE 24 -- LEAVE OF ABSENCE.....	46
ARTICLE 25 -- SENIORITY .....	59
ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT .....	61
ARTICLE 27 -- LAYOFF AND RECALL.....	62
ARTICLE 28 -- PROMOTION AND REASSIGNMENT .....	65
ARTICLE 29 -- DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE .....	65
ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS.....	66

ARTICLE 30A -- BLANK .....71

ARTICLE 31 -- PROBATIONARY PERIOD .....71

ARTICLE 32 -- PERFORMANCE APPRAISALS .....71

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY.....72

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES.....72

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES.....74

ARTICLE 36 -- SPECIAL UNDERSTANDINGS RE GRADUATE NURSES, GRADUATE PRACTICAL NURSES AND GRADUATE PSYCHIATRIC NURSES .....76

ARTICLE 37 -- HEALTH PROGRAM.....77

ARTICLE 38 -- SALARIES AND INCREMENTS.....78

ARTICLE 39 -- EMPLOYEE BENEFIT PROGRAM .....80

ARTICLE 40 -- OVERPAYMENTS .....81

ARTICLE 41 -- STAFF ORIENTATION.....82

APPENDIX "A" -- SALARIES .....84

APPENDIX "B" -- ACADEMIC ALLOWANCE .....88

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS .....89

**MEMORANDA OF UNDERSTANDING**

1. Re: Ratification of Collective Agreement.....90

2. Re: Manitoba Health Premiums .....90

3. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation .....90

4. Re: Agency Nurses .....90

5. Re: Group Benefit Plans .....91

6. Re: Pensions [Participation in Jointly Trusteed Pension Plan (HEPP)].....91

7. Re: Buyback of Healthcare Employees' Pension Plan (HEPP) Pension.....92

8. Re: Provisions for Part-time Nurses Occupying More Than One Position Within Calvary Place.....92

9. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union .....93

10. Re: Letter of Understanding – HEPP COLA Fund .....96

11. Re: Mediation Process.....97

12. Re: Return of Service Agreements .....99

13. Re: Undergraduate Nursing Employee (UNE) .....101

14. Re: Internationally Educated Nurse/Nurse Re-Entry/Refresher Program-  
Undergraduate Nursing Employee (IEN/NREP-UNE)..... 102

15. Re: Reduction of EFT ..... 104

**Re: Nurse Patient Ratios** ..... 106

**Re: Full-Time Hours Salary Enhancement– 2015 Annual Hours** ..... 107

INDEPENDENT ASSESSMENT COMMITTEE (IAC) ..... 116

**THIS AGREEMENT MADE BETWEEN:**

**CALVARY PLACE PERSONAL CARE HOME**  
(hereinafter referred to as the "Employer")

**– and –**

**MANITOBA NURSES UNION**  
(hereinafter referred to as the "Union")

WHEREAS, it is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Facility; and recognizing that some Employers are Faith based; and to maintain harmonious relationships between the Employer and the members of the Union; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

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

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

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

## **ARTICLE 1 -- SCOPE OF RECOGNITION**

**101** The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-7463.

## **ARTICLE 2 -- DURATION**

**201** This Collective Agreement shall be in full force and effect from April 1<sup>st</sup>, 2024 up to and including the 31<sup>st</sup> day of March, 2028.

**202** Either party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new Agreement, shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of the Collective Agreement and present its proposals in writing at a meeting between the parties, within thirty (30) days following such notice. If notice is not given as above, the Collective Agreement shall be automatically renewed without change for a further period of one (1) year.

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

### **ARTICLE 3 -- DEFINITIONS**

**301** A "nurse" is a Registered Nurse, or a Licensed Practical Nurse, or a Registered Psychiatric Nurse, or a graduate nurse, or a graduate nurse extended practice or a graduate practical nurse, or a graduate psychiatric nurse who is employed by the Employer in one of the occupational classifications described in Appendix "C" attached hereto and forming part of this Agreement, subject to 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.
- (b) A "part-time nurse" is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14.
- (c) 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.

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

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

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

**306** A "Registered Nurse" is a person entitled to practice under the Regulated Health Professions Act of Manitoba.

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

**308** A "Registered Psychiatric Nurse" is a person entitled to practice under the Regulated Health Professions Act of Manitoba.

**309** A "graduate nurse" means a person whose name is entered on the graduate nurse register of the College of Registered Nurses of Manitoba. A "graduate nurse extended practice" means a person whose name is entered on the graduate nurse extended practice 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, graduate psychiatric nurse, and graduate nurse practitioner, except as otherwise specified in the Collective Agreement.

**310** 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.

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

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

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

**401** The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function as management in an equitable manner, under which it shall have, amongst others, the right to maintain efficiency and quality of patient/resident/client care and to direct the work of the nurses; the right to hire, classify, promote, transfer and assign to nursing positions; the right to demote, discipline, suspend, discharge for just cause; to determine job content and number of nurses in a

nursing unit; and to make, alter and enforce rules and regulations in a manner consistent with the terms of 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** All nurses who are union members in good standing, or who may subsequently become union members in good standing shall as a condition of employment maintain union membership during the life of this Agreement. All nurses who are not union members shall not be required to become members as a condition of employment. All new nurses hired shall as a condition of employment, become union members within ninety (90) days from the date of employment and shall as a condition of employment, remain union members in good standing during the life of this Agreement.

The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. Such letter shall include any dues exemptions. The Employer shall remit such dues to the Manitoba Nurses' Union by the fifteenth (15<sup>th</sup>) day of the following month together with a list of the names of nurses for whom deductions have been made and a list of the names of all nurses newly hired/terminated and all nurses on leave of absence for a period of four (4) weeks or longer. Electronic copies of the lists will be provided with specifications as indicated below.

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

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

The Employer agrees to provide each newly hired nurse with a Union Membership Form, or provide an electronic Union Membership Form, or link to an electronic Union Membership Form as requested/determined by the Union at the time of hiring. A nurse who chooses to complete the Union Membership Form shall forward the completed Union Membership Form to the Local President.

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

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

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

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

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

**506** The Union shall provide the Employer with a list of officers and nurse representatives of the Union, and shall provide the Employer with a revised list within four (4) weeks of any changes made. The Employer also agrees to notify the Union when there are changes to relevant management positions.

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

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

**509** Copies of this Agreement shall be provided by the Union, and the Employer will supply a copy to each nurse at the time of hiring. The Employer agrees to obtain a completed Manitoba Nurses' Union Membership application form for all newly hired nurses.

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

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

**512** A representative of the Union shall be granted not less than forty-five (45) minutes at a time authorized by the Employer, within thirty (30) calendar days of hiring of a nurse in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period. Where it is not reasonably possible to hold a Union orientation within the thirty (30) calendar day time limit, the Employer shall notify the Union of such, including reasoning, and will provide the orientation as soon as practicable.

**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 parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba.

**702** The Employer and the Union agree that no form of workplace harassment, sexual harassment, disruptive workplace conflict, disrespectful behavior or violence, shall be condoned in the workplace. It is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union, except where disclosure is required by law.

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

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

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

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

On an annual basis the Workplace Safety and Health Committee will be provided with and will review the Critical Incident Stress Management policy/security/response plans and all other applicable policies and regulations.

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

The Employer shall provide the Union with the specifics of how nurses are provided support similar to that provided by CISR teams, and through what programs and/or services.

The Employer will communicate to members the option to activate Critical Incident support as well as provide information as to the nature of the support available

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

There shall be zero tolerance of abuse, harassment or bullying.

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

In regards to respectful workplace, there shall be a policy supporting a Respectful Workplace which shall be provided to the Union and shall be reviewed annually by the Workplace Health and Safety Committee. Such policy shall address the issue of communication strategies, which will include signage. The Employer's Respectful Workplace policy shall include a commitment to conclude the investigation as quickly as is reasonably possible. Where a respectful workplace complaint is filed by a nurse, the Employer shall notify the Union of such complaint no later than ten (10) business days following receipt of the complaint.

Where the Union has concerns regarding the impartiality of an Employer conducted Respectful Workplace Investigation, the Union shall have the right to request the investigation be conducted by an individual from outside the work site. The Employer shall give all due reasonable consideration to such request.

If a Respectful Workplace Investigation is conducted, a report of findings, or a summary of the report will be shared by the Employer with the complainant and respondent nurse(s). Where a summary is provided, rather than the full report the Union may request and the Employer shall provide the rationale for the provision of a summary rather than the full report. The complainant and respondent may share the report/summary with the Union if they wish.

Any workplace injury or harmful exposure suffered by a nurse shall be reported to the Union no later than ninety-six (96) hours after the report/notification is made to the Employer. Such report to the Union will include the name of the affected nurse, if the nurse agrees, and a brief description as to the mechanism of injury/exposure.

**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 Public Health Agency of 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 they are not covered under the D & R, WCB or MPI programs. For clarity, where a nurse is waiting for a decision from D & R, WCB, or MPI and has been medically cleared to return to work, the Employer will pay for all return to work hours. It is understood that the nurse will reimburse the Employer once their claim is accepted. Any such nurse will be supernumerary in nature when reasonably possible. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the initial meeting with the nurse to review the provisions of the program to ensure that the work designated is within their restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Union and the nurse and may proceed without the Union's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

**7A07** **Whistle Blowing Protection** - Nurses who exercise their rights in accordance with the Public Interest Disclosure Act shall not be subject to discipline or reprisal.

**7A08** Basic pay or equivalent time off with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Workplace Safety and Health Committee or to perform

such other duties as may be specified in the Workplace Safety and Health Act or prescribed by regulation.

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

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

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

**7A09** The Employer recognizes its obligation to ensure, so far as is reasonably practicable, the safety, health and welfare of nurses at work. The Employer agrees that the obligation includes taking all precautions necessary, in so far as is reasonably practicable, even where there is not yet scientific certainty regarding the efficacy and/or necessity of such measures.

## **ARTICLE 7B -- REPRESENTATIVE WORKFORCE**

**7B01** Health services across Manitoba are provided in facilities located on the original lands of First Nations and Inuit peoples, and on the homeland of the Métis Nation. Manitoba's health authorities respect that First Nations treaties were made on these territories and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.

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

- (a) Develop strategic initiatives and programs that:
  - Foster mutual respect, trust, equity, open communication, and understanding;
  - Focus on recruiting, training, and career development of Indigenous staff;
  - Identify workplace barriers that may be discouraging or preventing Indigenous staff from entering and remaining in the workforce;
  - Foster reconciliation in race and cultural relations;
  - Promote the elimination of anti-Indigenous racism in the healthcare system.

- (b) Promote and publicize initiatives undertaken to encourage, facilitate, and support the development of a representative workforce.

**7B03** The Employer will implement educational opportunities for all employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation sessions for new employees to promote cultural awareness with emphasis on Indigenous peoples. Anti-racism education will be offered. The Union will encourage participation in such efforts amongst its members.

**7B04** Truth and Reconciliation

The parties agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada, June 2015 that are relevant to health and healthcare, including improving cultural competencies, improving health outcomes, supporting culturally appropriate healthcare services, and increasing the number of Indigenous employees in the health care system.

## **ARTICLE 8 -- TECHNOLOGICAL CHANGE**

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

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

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

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

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

**803** Where newer skills are required than are already possessed by nurse(s) who are affected by a technological change as provided in Article 801, such nurse(s) shall, at the expense of the Employer, be given a reasonable training period during which they may acquire the skills necessitated by the new method of operation or, at the option of the Employer, be trained in a new area in respect of which there is a demand for individuals possessing such skills. There shall be no reduction in wage or salary rates during the training period of any such nurse.

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

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

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

### **1001** Emergency

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

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

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

In the event of the issuance of a major health alert such as a possible pandemic occurrence, it is understood that notification will also be provided to the Manitoba Nurses' Union.

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

**1002**      Drills

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

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

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

**1101**      Release Time

- (a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Union Management Committee, Nursing Advisory Committee and any other facility, regional, or provincial joint committee to which the Union is required or requested by the Employer to appoint representatives.
- (b) All reasonable efforts will be made to relieve a nurse who is appointed to attend meetings of the Union Management Committee, Nursing Advisory Committee, or any other facility, regional, or provincial joint committee to which the Union is required or requested by the Employer to appoint representatives, without loss of salary or benefits. This clause is applicable when the meeting(s) occurs during hours the nurse is otherwise scheduled to work.

**1102****Union Management Committee**

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

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

**1103****Nursing Advisory Committee****(1) Purpose of the Committee**

- (a) At the request of either the Union or the Employer's senior nursing management, a Nursing Advisory Committee (NAC) shall be established to:
- (i) Review and make recommendations relative to those unresolved issues relating to workload and staffing including documented Workload Staffing Reports.
  - (ii) Provide a forum for discussion and make recommendations on issues relative to nursing professional practice such as nursing standards, nursing functions, physical planning and layout of facilities as they relate to nursing and other matters of concern.
- (b) The parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective patient/resident/client care and contributes to a healthy work environment.
- (c) It is further agreed it is in the best interests of the Employer and the nurses to work together to resolve the issues relative to staffing and scheduling, prolonged periods of work (consecutive hours and consecutive shifts), standby assignments, agency nurse utilization and the use of part time additional shifts and casual shifts as it relates to the creation of permanent positions.
- (d) It is further agreed that to facilitate the effective functioning of the NAC, the NAC as a committee shall be provided no less frequently than quarterly all data

related to use of additional and/or casual shifts, overtime hours, and vacancies, as well as Agency Nurse utilization with a view to making recommendations relative to the creation of positions and service delivery strategies to ensure the highest quality of patient/client/resident care and compliance with professional nursing standards.

(i) *As part of the data related to Agency Nurse Utilization, a standing NAC agenda item will be maintained to discuss the Agency Report that is provided to MNU Central on a quarterly basis in accordance with MOU #4.*

(e) Any information shared with NAC cannot be used or shared by NAC members for any purpose other than that set out in this Article.

(2) Committee Representation and Meeting Processes

- (a) The NAC shall be comprised of two (2) nurses appointed by the Union and senior nursing management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.
- (b) The NAC shall meet at the request of either party subject to five (5) days' notice being given but not less than bi-monthly unless otherwise mutually agreed.
- (c) The chair and the secretary of the NAC shall alternate between the parties. The secretary shall be the opposite party to the chair.
- (d) Agendas shall be circulated at least seven (7) calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.
- (e) Minutes of the NAC meetings shall be circulated to members of the committee and shall be approved at the next NAC meeting.
- (f) A regular report outlining the activities and deliberations of the NAC including the number, type and disposition of issues dealt with by the NAC shall be forwarded to the facility's Board of Directors (Board).
- (g) The NAC shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the NAC report. The NAC shall provide the nurse(s) with a copy of that portion of the minutes of the Board's meeting relating to issues raised by a nurse(s) under 1 (a) (i) above.

(3) Nursing Advisory Committee Procedures

- (a) A nurse(s) with a concern as referenced in 1 (a) (i) above shall discuss the matter at the ward level utilizing established lines of communication including the designated out of scope manager with the objective of resolving the concern. If the matter is not resolved to the satisfaction of the nurse(s), the nurse(s) may complete and submit a Workload Staffing Report. The Manager shall provide a written response as soon as is reasonably possible and no later than fourteen (14) days after the form has been submitted to management. The response will outline the action(s) taken and any further actions to be implemented. The Workload Staffing Report will then be reviewed at the next scheduled Nursing Advisory Committee meeting.
- (b) Those issues referenced in 1 (a) (ii) above may be placed on the agenda at any time by any NAC member.
- (c) If the decision of the NAC regarding an issue referenced in 1 (a) (i) or 1 (a) (ii) above is unacceptable to the nurse(s) who submitted the issues, or if the NAC is unable to resolve the issues in 1 (a) (i) or 1 (a) (ii), the matter shall be referred in writing to the facility Administrator/Executive Management Committee/regional senior nursing manager/senior nursing officer. Upon the request of either party, a meeting will be scheduled as soon as reasonably possible, but no later than fourteen (14) days.
- (d) The response of the Administrator/Executive Management Committee/regional senior nursing manager/senior nursing officer shall be provided in writing to the nurse(s) and the NAC within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (e) Where, in the opinion of the nurse(s) who submitted the issue, the response from the Administrator/Executive Management Committee/regional senior nursing manager/senior nursing officer does not resolve the issue, it may be referred to an Independent Assessment Committee (IAC) within twenty-one (21) days following the response.

**1104**Independent Assessment Committee

- (a) The IAC shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3<sup>rd</sup>) nurse shall chair the IAC and shall be selected in the following manner:
  - (i) A list of IAC Chairpersons as agreed between the parties shall be appended to this Collective Agreement.
  - (ii) When a Chairperson is required, the Provincial Health Labour Relations Services (PHLRS) and the Manitoba Nurses' Union will be

contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided shall be the name following that of the last person utilized.

- (iii) Should the person whose name is so selected be unable to serve, or where the person would be unsuitable due to connections with the parties or geographic community involved, the next person on the list shall be approached to act as Chairperson.
  - (iv) In the event that an individual whose name appears on the list of IAC Chairpersons can no longer serve in that capacity, another individual shall be jointly selected by the Manitoba Nurses' Union and the Provincial Health Labour Relations Services (PHLRS) and the list of Chairpersons shall be amended accordingly.
  - (v) Appointments to the IAC shall be confirmed within twenty-one (21) calendar days of the referral.
- (b) A meeting of the IAC to investigate and make recommendations shall be held within thirty (30) calendar days of the IAC's appointment unless a longer time frame is otherwise mutually agreed between the Employer and the Union. Such recommendations shall be provided in writing to the nurse(s), the NAC and the Administrator/Executive Management Committee/regional senior nursing manager/senior nursing officer within a further fourteen (14) calendar days. The Employer shall convene a meeting of Employer representatives, the Union and representative(s) selected by, and from amongst, the nurses who referred the matter/issues to the NAC, subsequent to the receipt of the report, to review and discuss potential implementation of the recommendations.
- (c) Each party shall bear the cost of its own appointee to the IAC and shall jointly bear the cost of the Chairperson.
- (d) Nurses required to attend IAC meetings shall be granted Union Leave upon seven (7) calendar days' notice in accordance with Article 2409.
- (e) Nurses who are nominees to an IAC shall be granted leave of absence in accordance with Article 2409.
- (f) A regular report outlining the activities and deliberations of the IAC including the number, type and disposition of issues dealt with by the IAC shall be forwarded to the facility's Board of Directors (Board).
- (g) The NAC shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the NAC report. The NAC shall provide the nurse(s) with a copy of that portion of the minutes of the Board's

meeting relating to issues raised by a nurse(s) under 1 (a) (i) above.

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

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

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

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

**1204** A nurse or Union representative shall request permission from 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 or student education or require any staff replacement in either area. They shall not suffer loss of salary when engaged in such activities during regular working hours.

**1205** Discussion Stage:

A nurse shall, within fifteen (15) days of the occurrence of the grievance, attempt to resolve the grievance 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 the 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 Director of Care. The Director of Care or equivalent shall reply in writing within ten (10) days of receipt of the written grievance.

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

The Employer agrees to notify the Union in writing when there are changes in personnel in these positions.

**1207** Step Two:

If the grievance remains unresolved, the Union may, within a further ten (10) days, submit the grievance in writing to the Chief Executive Officer or designate, who shall reply in writing within ten (10) days of receipt of the written grievance.

The Employer agrees to notify the Union in writing when there are changes in personnel in these positions.

**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 mutual agreement between the Employer and the aggrieved nurse and/or Union, and shall be confirmed in writing. The parties agree that "in writing" includes electronic communications such as email. Confirmation includes indication of receipt of such communication.

**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.

## **ARTICLE 13 -- ARBITRATION PROCEDURE**

**1301** In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 12, within ten (10) days of the date upon which the written reply referred to in Article 12 is received from the appropriate Human Resources Director, or designate, the matter may then be referred to Arbitration 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 nominees fail within ten (10) days to agree upon a Chairperson, the two (2) nominees shall forward a request to the Manitoba Labour Board to select a Chairperson.

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

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

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

**1309** Any costs incurred by either of the parties hereto, preceding or during Arbitration proceedings, shall be borne by the respective parties incurring such costs, but the costs of the Arbitrator or of the 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 committee and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and Arbitration procedures or to extend any of the stipulated time limits.

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

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

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

**1401** Regular daily, biweekly, and annual hours of work for full-time nurses, excluding meal periods, shall consist of seven and three-quarter (7.75) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the rotation period and two thousand and fifteen (2015) hours per year.

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

**1403** A rest period of fifteen (15) minutes will be allocated by the Employer during each continuous three (3) hour period of work. Rest periods shall be taken away from the work area unless otherwise mutually agreed.

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

**1405** A full-time or part-time nurse who is advised not to report for 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 as scheduled at the facility due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or Manitoba Infrastructure, the nurse shall be rescheduled at a mutually agreeable time if possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. Where the scheduling of such shift cannot be accommodated or the nurse chooses not to be rescheduled, the nurse may take the time from banked time which includes banked overtime, Recognized Holidays or vacation.

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

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

**1501** Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the nurse(s) concerned and the Employer. Requests for specific days off duty shall be submitted in writing at least two (2) weeks prior to posting and granted if possible in the judgment of the Employer.

**1502** Requests for interchanges in posted shifts or a portion thereof shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant. Where reasonably possible, interchanges in posted shifts are to be completed within the posted shift schedule. 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. Requests for interchanges shall be granted if reasonably possible, including considering the length of notice provided by the nurse and shall receive a prompt reply.

**1503** Night shift shall be considered as the first shift of each calendar day.

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

The process for meaningful consultation shall include:

- Employer proposes a master rotation including the Employer established criteria and provides to nurses concerned
- Nurses are provided reasonable time to submit feedback and/or an alternate master rotation for consideration.
- The amended or new master rotation is provided to nurses for review. Nurses are provided with a reasonable time to submit feedback.
- At each step of the consultation process the Union will be provided with the new or revised master rotation to ensure contract compliance.
- Employer has the sole discretion to select the new master rotation and provides rationale for the selection.

Master Rotations shall, unless otherwise mutually agreed between the nurse(s) concerned and the Employer, observe the conditions listed hereinafter:

- (a) a minimum of fifteen (15) hours off between assigned shifts.
- (b)
  - (i) a minimum of forty-seven (47) hours off at one time, or
  - (ii) where only "8" hour shifts are worked, a single weekday off may be permitted on a changeover from Day shift to Evening shift or in a staffing pattern that provides alternate weekends off. This is subject to meaningful consultation between the nurses affected and the Union.

- (c) a minimum of eight (8) days off within each period of four (4) consecutive weeks.
- (d) alternate weekends off shall be granted as often as reasonably possible, with each nurse receiving a minimum of every third weekend off.
- (e) a maximum of seven (7) consecutive days of work and preferably less between days off. It is understood that eight (8) consecutive days of work may be assigned for the purpose of meeting the requirements of Articles 2204 and 2208.
- (f) nurses who are required to rotate shifts being assigned to work either Day shift and Evening shift, or Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern, whenever reasonably possible. This provision is not applicable to a nurse who agrees to work permanently on Evenings or Nights, or a nurse who accepts a position which has been posted as a permanent Night or Evening position.

#### **1505** Group Self-Scheduling

- A. The following conditions and understandings apply to Group Self-Scheduling:
  - 1. The procedure to be followed for Group Self-Scheduling shall be as follows:
    - (a) A meeting of all nurses on the unit who wish to participate in Group Self-Scheduling and the Employer (as designated) will be held to discuss the Group Self-Scheduling Guidelines, the Master Rotation, and the proposed date of commencement of the initial trial period. A letter will be forwarded to the Local President to inform them of the proposed changes.
    - (b) The length of the initial trial period for Group Self-Scheduling shall be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.
    - (c) Six (6) weeks prior to the completion of the initial trial period, a meeting of all participating nurses on the unit and the Employer will be held to evaluate Group Self-Scheduling.
  - 2. Upon mutual agreement between the Employer and the Union the Group Self Schedule shall continue for a minimum duration of an additional six (6) months. The Employer shall not unreasonably withhold its agreement. In the event the parties are not able to agree the Collective Agreement provision on Hours of Work, Article 14 shall apply.

The Group Self-Schedule may be cancelled at the end of any six (6) month period by either the Employer or the Union by giving written notice of at least six (6) weeks to the other party of its desire to terminate the agreement. The notice shall coincide with the effective date of the implementation of the existing/new master rotation for the unit. This date must commence with the beginning of a new pay period.

3. Group Self-Scheduling shall not result in any additional costs to the Employer
4. All full-time and part-time nurses on a unit may participate in Group Self-Scheduling.
5. Terms and conditions of the Collective Agreement, Appendices and Supplementary Memorandums of Understanding shall remain in full force and effect, except as outlined in #6. below.
6. All self-scheduling groups shall follow the attached Self-Scheduling Guidelines. The scheduling provisions of Article 1504 (a) to (f) inclusive do not apply to the Group Self-Schedule.
7. The Master Rotation must be in place for each unit in accordance with the provisions of Article 1504 of the MNU Collective Agreement. It is understood that any nurse(s) who requests to be scheduled in accordance with their line on the Master Rotation shall be permitted to do so. All nurses hired into a position(s) on the unit shall be provided with the option of following the Master Rotation or Group Self-Schedule, however, the nurse(s) shall complete the Group Self-Schedule for the remainder of the posted shift schedule.
8. A nurse who is participating in Group Self-Scheduling has the option of reverting to being assigned their shift schedule in accordance with their line on the Master Rotation and a nurse who has a Master Rotation has the option of participating in a self-scheduling group. The nurse must advise their out-of-scope manager/designate in writing of this request two (2) weeks prior to the next round of shift selection. This scheduling preference, Master Rotation or Group Self-Scheduling, must be worked for a minimum of six (6) months before making another change.
9. It is understood that this Article shall apply to any nurse or group of nurses whether or not they have a master rotation.

**B. GROUP SELF-SCHEDULING GUIDELINES**

Group Self-Scheduling is intended to promote, recruit, retain, engage and offer nurses the opportunity to have flexibility in their work schedules. This is balanced with the unit/worksite/program being staffed properly to ensure resident care requirements are met.

**C. GUIDELINES**

1. The Employer established Master Rotation will be used as the basis for each nurse within the Group Self-Scheduling unit. Only occupied Master Rotation lines can be used for Self-Scheduling.
2. The out-of-scope Manager/designate has the responsibility of overseeing the process and has final authority in resolving issues. However, such authority is to be exercised reasonably and in accordance with the principles described herein.
3. A Self-Scheduling Group can consist of two (2) or more nurses on the same unit who agree to work together and take responsibility for coordinating and selecting their scheduled shifts within the combined Master Rotation schedules of the group over the scheduling period. Each nurse must meet their current EFT requirement within the posted shift schedule and the additional requirements contained herein.
4. To form a self-scheduling group, nurses must be of equal competency and skill sets. Where necessary, consideration must also be given to ensuring that there are nurses who are able to take charge/special skill assignments based on the Employer Master Rotation requirements.
5. Nurses within the self-scheduling group are not allowed to schedule themselves in a way that would incur any overtime costs.
6. Each nurse must have a minimum of one (1) paid shift within each pay period. The Employer will establish a process to allow for the elimination of this requirement no later than twenty-four (24) months after the date of ratification (February 4, 2026) of this Agreement. The parties agree this requirement will be invalidated upon establishment of such process but in any case no later than twenty-four (24) months after date of ratification (February 4, 2026).
7. Shifts can be interchanged once selections are completed, however all nurses may be recommended to work a minimum of four (4) week day shifts in a six (6) week period in order to maintain adequate experience and for evaluation purposes.

8. The self-scheduling group must comply with the provisions of the Collective Agreement and meet the deadlines of these guidelines and the current posting practices, except as identified in #6. above.
9. The out of scope Manager/designate will receive the proposed schedule of the self-scheduling group no later than two (2) weeks prior to the required posting date for the schedule period. The out of scope Manager/designate must approve the proposed schedule prior to it being posted as part of the unit/worksite/program posted schedule. Such approval is not to be unreasonably denied. If approval is denied, the Employer will notify the Union in writing as soon as practicable, such notification to include the reasons for denial.
10. Vacation scheduling will be done in accordance with Article 21.
11. All changes to the self-scheduling group schedule must be confirmed with the out of scope Manager/designate.
12. Group Self-Scheduling meetings shall be held at least once a year so that there is a forum for all participating nurses to voice concerns or make suggestions for change. Attendance is voluntary and all nurses on the unit/worksite/program shall be invited.

## **ARTICLE 16 -- OVERTIME**

**1601** Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern in effect on each nursing unit for full-time nurses or the normal full-time hours in two (2) consecutive bi-weekly periods for part-time nurses. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1602.

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

**1602** Each nurse shall be paid at the rate of two (2) times their basic salary for all hours of 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, where a nurse works two consecutive shifts, the nurse shall be paid the full hours for both shifts and shall not be required to work an additional fifteen (15) minutes. They shall receive pay at the rate of double their basic salary for the additional shift, except when the additional shift is worked on a Recognized Holiday, they shall receive pay at the rate of two and one-half (2.50) times their basic salary for the additional shift.

**1604** At the nurse's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the nurse's request, any banked overtime, or portion thereof, shall be paid out on a separate cheque without a surcharge on the dates designated by the Employer. At the nurse's request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. Overtime may be accumulated to a maximum of seventy-seven and one-half (77.50) hours at any one time. Any overtime in excess of seventy-seven and one-half (77.50) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March 31<sup>st</sup> of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the nurse in the last pay period of the fiscal year on a separate cheque without a surcharge.

**1605** A full-time nurse reporting back to work upon request after leaving the facility following completion of a shift but before commencement of their next scheduled shift shall be paid at overtime rates of pay, with a guaranteed a 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.

**1606** Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime.

The changeover from Central Standard Time to Daylight Savings Time will be considered as full hours worked for that shift.

**1607** Overtime shall be distributed as equitably as possible, within the posted shift schedule, 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. The Employer may maintain a sign up sheet (or in electronic format) for nurses to indicate advanced availability for work in such case.

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

**1609** A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular shift shall receive a meal voucher for the facility cafeteria to cover the cost of a meal of up to ten dollars (\$10.00) [twelve dollars (\$12.00) effective February 4<sup>th</sup>, 2026] or if this is not possible, a meal allowance of ten dollars (\$10.00) shall be provided [twelve dollars (\$12.00) effective February 4<sup>th</sup>, 2026].

**1610** A nurse who is required to remain on the nursing unit during a meal period or who is required to return to their unit during a meal period, and the missed portion of the meal period is not rescheduled during their shift, shall receive pay at overtime rates for the missed meal period or portion thereof.

**1611** 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.

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

### **1701**

- (a) An evening shift premium of dollars (\$2.00) [two dollars and twenty-five cents (\$2.25) effective February 4, 2026] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and the next succeeding 2400 hours.
- (b) A night shift premium three dollars and fifty cents (\$3.50) [three dollars and seventy-five cents (\$3.75) effective February 4, 2026] 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 hours and the termination of the shift.

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

**1703** A weekend premium of two (\$2.00) dollars 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.

Effective April 1, 2025 a weekend premium of five dollars and seventy-five cents (\$5.75) per hour shall be paid to a nurse for a Friday evening shift where the nurse receives the

evening shift premium, all shifts worked on Saturday and Sunday, and including any night shift considered to be the first shift of a Monday. This applies to the payment of weekend premium only and shall not change the definition of a weekend under Article 303.

Weekend premiums shall be paid out to employees regardless of their employment status, once funding is received from the Winnipeg Regional Health Authority (WRHA).

**1704** Shift premium shall not be payable when a nurse is on standby, leave of absence, sick time, Recognized Holiday, paid vacation and Workers' Compensation unless the nurse works a permanent evening or night shift.

**1705** Where the Employer chooses to implement a Full-Time Weekend Worker position or where the Employer experiences a chronic staffing challenge on weekends and there are sufficient vacancies, the Employer will consider the creation and posting of a Full-Time Weekend Worker position. Where there is an operational need and where a nurse discloses their desire for a Full-Time Weekend Worker position, the Employer shall not unreasonably deny the creation and subsequent posting of said position.

Where a Full-Time Weekend Worker position has been created the following conditions shall apply:

- (i) Based on a 12 hour rotation consisting of three (3) shifts which will include at least two (2) of the three (3) shifts being worked on Friday, Saturday or Sunday. The shifts may consist of straight days, straight nights or 50% days and 50% nights).
- (ii) Based on an eight (8) hour rotation consisting of nine (9) eight (8) hour shifts in a biweekly period, four (4) of which shall be worked on Friday, Saturday or Sunday within the biweekly period. The shifts may consist of straight days, straight evenings, straight nights, 50% days/evenings or 50% days/nights.
- (iii) The annual hours base shall be 1872 hours. The annual salary provided for this position is the standard 2015 annual salary scale, but shall be 10% higher than the prevailing rate for that occupational classification.
- (iv) A nurse replacing a Full-Time Weekend Worker shall not be entitled to the rate of pay applicable to the Full-Time Weekend Worker. However, the Full-Time Weekend Worker who interchanges a shift with a non Full-Time Weekend Worker shall be paid at their Full-Time Weekend Worker rate of pay for the interchanged shift.
- (v) A Full-Time Weekend Worker who picks up additional available shifts shall not receive the Full-Time Weekend Worker rate of pay for such shifts.
- (vi) Shift premiums and weekend premiums as outlined in the Collective Agreement shall apply.
- (vii) Articles 1504 (d) and 3404 shall not apply to Full-Time Weekend Workers.
- (viii) The Employer maintains the right to discontinue a Full-Time Weekend Worker position with a minimum of ninety (90) days written notice to the affected nurse(s) and the Union. The position may be converted to one with normal

scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of the Full-Time Weekend Worker incumbents is required for schedule conversions where there are conversions from a Full-Time Weekend Worker rotation to a regular rotation. In such case the provisions of Article 27 of the Collective Agreement shall apply.

Nurses occupying a 1.0 EFT Full-Time Weekend Worker will be considered as full time and eligible for any full time incentives.

**1706** Where the Employer chooses to implement a Weekend Worker position(s) the Employer and the Union mutually agree that the following shall apply:

- (a) All provisions of the Collective Agreement shall apply except as noted herein.
- (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s).
- (c) A full-time nurse working a weekend schedule will be scheduled to work on every weekend. If in a part-time position it is understood that a nurse may be required to work exclusively on weekends, when scheduled to work. Whether full or part time this may include working one or all days on the weekend as well as shifts during the week. Article 1504 (d) and 3404 shall not apply to Weekend Workers.
- (d) Weekend Worker positions in accordance with this Article shall be posted in accordance with the provisions of the Collective Agreement and will have an annual hours base of 2015.
- (e) A nurse replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non-Weekend Worker shall be paid at their Weekend Worker rate of pay for the interchanged shift.
- (f) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts.
- (g) The establishment and/or existence of a Weekend Worker shall not form the basis for reclassification and/or pay adjustments of any classification under the Collective Agreement.
- (h) The Employer maintains the right to discontinue a Weekend Worker schedule with a minimum of ninety (90) days written notice, to the affected nurse(s) and the Union. The position may be converted to one with normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of the Weekend Worker incumbents is required for schedule conversions where there are

conversions from a Weekend Worker rotation to a regular rotation. In such case the provisions of Article 27 of the Collective Agreement shall apply.

- (i) Appendix "A" – Salaries for Weekend Worker positions shall be fifteen percent (15%) higher than the prevailing rate for that occupational classification.

**1707** A nurse employed in a Weekend Worker position who is the successful applicant to a position of the same classification not designated as a Weekend Worker shall be placed at the same salary step as the nurse held while employed in the Weekend Worker position.

## **ARTICLE 18 -- BLANK**

## **ARTICLE 19 -- RESPONSIBILITY PAY**

**1901** A nurse assigned to perform all or substantially all the responsibilities of a more senior classification for at least two (2) consecutive hours or for the entirety of their shift, or a nurse designated as being "in charge" shall be compensated by an allowance of one dollar (\$1.00) [two dollars (\$2.00) effective February 4<sup>th</sup>, 2026] for each hour worked.

A Licensed Practical Nurse will receive responsibility pay when they are assigned charge nurse responsibilities by the Employer.

For temporary assignments of promotion of more than four (4) weeks in length, the terms of Article 2801 herein shall be applicable to salary rates.

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

**1903** This allowance shall be paid to one (1) nurse designated "in charge" on a nursing unit for any shift (days, evenings or nights) in accordance with Article 1901 above except in the case of there being a an out of scope manager assigned to the responsibility of the unit on that shift.

It is understood and agreed that the current practice of designating nurses as being "in charge" shall continue.

### **1904** Clinical Mentorship

The parties recognize that quality nursing practice is essential to the provision of safe patient care. Practical nursing skills are largely learned on the unit, whether through the consolidation of skills as new nurses, or through continuous learning as nurses progress through their careers.

The parties agree that nurses benefit from consistent, experienced mentorship and support at the unit level. Increasing clinical mentorship also aids with skill development, retention and recruitment and the promotion of safe patient care.

The primary function of the Clinical Mentor will be to act as a guide, role model, and advisor who facilitates debriefings, and shares practical, day to day, applied knowledge with other nurses. Clinical Mentors will primarily be responsible for providing rapid, just in time clinical mentorship on the unit, department, or program. They will also work in conjunction with Nurse Educators to provide on-going guidance to ensure competence in the area of practice. Any education by the Clinical Mentor to the mentee will not replace that of the Nurse Educator nor will a Clinical Mentor's duties replace, or act in substitution of, the tasks, duties and responsibilities of the Nurse Educator.

The Employer reserves the right to ensure the appropriate skillset, training and knowledge is matched with the expectations of the role. The parties mutually agree that the awarding of a Mentorship Designation position shall be excluded from the application of Article 2502.

The Employer, balancing the operational needs of the unit, shall determine the number of designated mentors under A and/or B below, if any, are required on the unit. However, nothing herein precludes the Union from raising the issue of need for additional clinical mentorship or mentorship generally at Union/Management meetings or NAC.

Where the Employer determines that creation of a clinical mentor role is required, they may elect to establish a function in one of the following ways:

A. Clinical Mentor Positions

- (i) Where the Employer identifies the need for a mentorship position, the Employer shall post such position clearly identifying the area(s) of the clinical mentorship assignment.
- (ii) Clinical Mentors will be included on the master rotation and be scheduled in accordance with Article 15 to work on day, evening, night and weekend shifts. Clinical Mentors will be paid at a Nurse III rate of pay and will not carry a caseload. Where the Employer creates a position, a job description will be developed and shared with the Union in accordance with the provisions of the Collective Agreement.
- (iii) When establishing a Clinical Mentor position the qualifications established by the Employer shall include at minimum three (3) years of recent nursing experience (non-specialized area), and recent, relevant experience in the respective practice area in which they will provide mentorship. For specialty areas, five (5) years of recent experience in the specialty area is required. The Employer shall provide to the Union a list of specialty areas no later than July 17, 2026.

## B. Clinical Mentorship- Designation Program

A nurse may request consideration to participate in the Clinical Mentorship Designation Program in accordance with the following:

- (a) (i) A nurse who is eligible to retire within four (4) years as at date of written request to the Employer without early retirement penalty or, is in receipt of pension, shall be eligible for consideration to participate in the Clinical Mentorship Designation Program (Program).
  - (ii) This Program is applicable to nurses who hold a 0.7 EFT or higher.
  - (iii) A nurse participating in the Program shall continue to earn salary at the nurse's current EFT and classification. Subject to mutual agreement the nurse's schedule can be changed to accommodate the needs of the mentees or the mentee's schedule. For the hours assigned to mentorship duties, the nurse shall be paid a premium of two dollars (\$2.00) per hour.
- (b) Where the Employer approves a nurse to be enrolled in the Clinical Mentorship Designation Program, the nurse shall:
- (i) officially notify the Employer of their intended retirement date, such retirement date being up to four (4) years from the commencement date of the Program as agreed by the nurse and the Employer; and
  - (ii) after a period of up to four (4) years participating in the Program, commence retirement, unless otherwise agreed between the nurse and the Employer. The Employer shall inform the Union of all such agreements.
- (c) After a period of four (4) years, if retirement is not commenced, then the Employer reserves the right to determine if continuance of the role is required.
- (d) Vacation planning will be selected as per the MNU Vacation Scheduling Guidelines.
- (e) The Program shall be reviewed by the Employer and the nurse on at least an annual basis.
- (f) Where the Employer no longer has a need for the Clinical Mentor Designation, the nurse shall maintain their EFT and classification.

## ARTICLE 20 -- TRANSPORTATION ALLOWANCE

**2001** A nurse who is required to terminate or commence work between the hours of 0001 and 0600 hours and who does not have their own transportation, will have transportation provided by the Employer at no cost to the nurse.

**2002** Where a nurse is required and authorized to use their privately owned vehicle on the Employer's business:

- (a) the nurse shall be reimbursed by the Employer for all travel from the facility and between work locations in accordance with the prevailing Province of Manitoba mileage rates.

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

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

## ARTICLE 21 -- VACATIONS

**2101** Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>

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 five (5) days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501.

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

**2103**

- (a) Except as provided in subsection (b) hereinafter, nurses shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first three (3) years	Fifteen (15) days/three (3) weeks [116.25 hours] per year
In the fourth (4 <sup>th</sup> ) to ninth (9 <sup>th</sup> ) year inclusive	Twenty (20) days/four (4) weeks [155 hours] per year
In the tenth (10 <sup>th</sup> ) to nineteenth (19 <sup>th</sup> ) year inclusive	Twenty-five (25) days/five (5) weeks [193.75 hours] per year
In the twentieth (20 <sup>th</sup> ) and subsequent years	Thirty (30) days/six (6) weeks [232.50 hours] per year

(b) Vacation entitlement for the vacation year following completion of the 3<sup>rd</sup>, 9<sup>th</sup> and 19<sup>th</sup> years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

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

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

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

**2106** Nurses on Workers Compensation or MPI (as a result of a motor vehicle accident while on duty) 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 the vacation entitlement lists, along with a list of the number of nurses in each occupational classification per unit that may be scheduled for vacation at one time, in an accessible location, by February 1<sup>st</sup> of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at March 31<sup>st</sup> of that year.

Beginning February 15<sup>th</sup> of each year, the Employer shall arrange an appointment with each nurse, in order of seniority, so that the nurse may indicate their choice of vacation dates, in writing. All of the nurse's earned vacation must be chosen at this time except for the five (5) days as per Article 2101. These appointments shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date.

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

Except in extenuating circumstances, a nurse who fails to indicate their choice of vacation dates in accordance with the above, shall have their vacation scheduled by the Employer.

To the extent that it finds possible, the Employer shall give priority to those nurses in each occupational classification having the most seniority within the facility.

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

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

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

A nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used or scheduled by January 15<sup>th</sup>, the Employer has the right to schedule the vacation prior to the end of the current vacation year. Vacation may be paid out only in extenuating circumstances.

## ARTICLE 22 -- RECOGNIZED HOLIDAYS

**2201** For purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1<sup>st</sup>), Louis Riel Day (la journée Louis Riel), Good Friday, Easter Monday, Victoria Day, Canada Day (July 1<sup>st</sup>), Terry Fox Day (la journée Terry Fox), Labour Day, National Day for Truth and Reconciliation (September 30<sup>th</sup>), Thanksgiving Day, Remembrance Day (November 11<sup>th</sup>), Christmas Day (December 25<sup>th</sup>), and Boxing Day (December 26<sup>th</sup>); and any other statutory holidays declared by federal or provincial authority.

**2202** Whenever a Recognized Holiday falls on their scheduled days off, it is understood that this day off in lieu shall be banked in accordance with Article 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that they receive an extra day's pay at their basic rate of pay.

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

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

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

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

Nurses shall be assigned time off over Christmas or New Years in alternate years unless otherwise mutually agreed.

**2206** A nurse may accumulate up to a maximum of four (4) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as is requested and granted in accordance with Article 1501. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned. If the accumulated lieu days are not taken within the fiscal year earned the accumulated days will be paid out at one and one half (1.5) times their basic rate of pay.

**2207** For the purpose of this Article, a day is equivalent to seven and three-quarter (7.75) hours.

**2208** A nurse who is assigned to work a weekend shall be assigned and will work on a Recognized Holiday that falls on the Friday or Monday consecutive with that weekend, whenever reasonably possible.

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

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

- (i) The nurse 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 the nurse is eligible for wage loss benefits from either the Workers Compensation Board or the Manitoba Public Insurance as a result of a motor vehicle accident [subject to Article 2303], or
- (ii) In the opinion of the Employer, the nurse's presence constituted a health hazard for patient and/or other employees and the nurse was instructed by the Employer to leave the nurse's place of duty; or
- (iii) The nurse attends an appointment related to a medical/dental examination and/or treatment, subject to Article 3704.

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

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

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

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

**NOTE:** For each one and one-half days (1.5) of income protection accumulated, one point two (1.2) days\* (80%) shall be reserved exclusively for the nurse's personal use as

outlined in Article 2301. The remaining point three (0.3) of a day\* (20%) shall be reserved for either the nurse's personal use as outlined in Article 2301, or for use in the event of family illness as specified in Article 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes

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

### **2303**

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

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

the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB/MPI directly to the nurse.

- (vii) In the event that the WCB/MPI disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this 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) Where a nurse who has accumulated sufficient income protection credits and after giving notification of a WCB/MPI claim with the potential for related income replacement payments to the Employer, the Employer shall as soon as reasonably possible notify the nurse that they can elect to submit an application to the Employer directing that the Employer supplement the WCB/MPI payments. Such notification shall include clear instructions on obtaining, completing and submitting the application for the supplement. 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 reimburse the nurse from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, Disability & Rehabilitation plan, extended benefit plan and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these

benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.

- (iii) Further to this, the Employer shall notify Workers Compensation/ Manitoba Public Insurance of salary adjustments at the time they occur.
  - (iv) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.
  - (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 D&R/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. If the nurses' current annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may elect to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time).

**2304** The Employer shall be entitled to recover any income protection paid to a 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 shall inform the Employer 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 point five (1.5) hours
Prior to Evening shift	–	Three (3) hours
Prior to Night shift	–	Three (3) hours

A nurse returning to work following an absence of one (1) week or more shall inform the Employer by 1200 hours the day prior to returning to work.

**2306** The Employer, either at the time of notification by the nurse of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's ability to perform their regular duties.

Failure to provide such a certificate when requested will disqualify a nurse from receiving paid income protection and may result in a refusal of permission for them 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 benefits accumulated and not used to that date.

**2309** As soon as a nurse is aware of a date upon which surgery and/or date of a specialist medical appointment will occur, they shall notify the Employer, in writing, of this date and any change thereto so that staff coverage for their intended absence may be arranged.

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

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

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

**2311** Upon written request, the nurse may obtain information concerning their accumulated sick leave credits up to four (4) times per fiscal year and shall be provided with the information within thirty (30) days of the receipts of this request.

**2312** Subject to the provisions of Article 2302, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, common law spouse including same sex partner and fiancé, dependent child, dependent step-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.

**2314** Accumulation of income protection will continue during any unpaid leave of absence or layoff of four (4) weeks or less.

**2315** The Employer when reviewing a nurse's absences under an Attendance Management Program will consider and take into account individual circumstances and absences arising out of a medically-established serious or chronic condition.

**2316** Personal Wellness Leave (PWL)

Personal Wellness Leave (PWL) is designated time off that a nurse can use to support their physical and mental wellness.

Up to Two (2) days in each fiscal year may be deducted from a nurse's accumulated income protection credits to be used for PWL. The use of PWL cannot reduce the number of income protection credits to less than twelve (12) days.

The utilization of wellness day is subject to the following:

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

The nurse shall request PWL at minimum twenty-four (24) hours in advance and no more than seventy-two (72) hours in advance. Subject to operational requirements the request for PWL shall not be unreasonably denied.

PWL are intended to support physical and mental wellness and these days will not be used by the Employer with respect to any attendance management program that may relate to the nurse.

## **ARTICLE 24 -- LEAVE OF ABSENCE**

**2401** The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the 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 its

decision in writing, within two (2) weeks of receipt of the request. Requests for extension of educational leave, maternity leave, parenting leave, adoption leave, and bereavement leave will be granted if reasonably possible.

Where a nurse requests to return to work prior to the expiry of the leave of absence as set out in the approved request, the Employer shall have no obligation to return the nurse to work until such time that the leave of absence would have expired, except as per Article 2408 C.6.

Where a nurse has been granted a leave of absence from their entire EFT, the nurse shall be eligible to work additional available shifts. However, the nurse shall not have preference over part-time nurses who offer to work these shifts. When the nurse is awarded additional available shifts, they are compensated in accordance with Article 2704 (a) – (f).

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

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

**2403** The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less, or eighty (80) weeks or less in the case of parenting leave or parental leave, 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, position or shift. In the case of longer leaves of absence, a nurse may be placed in any position within the site and shall be reinstated at their previous salary, provided that such salary shall not exceed the maximum for the position in which the nurse is placed. Notwithstanding Article 3001, a nurse not placed in their former position will be given consideration over other nurses for the first vacancy made available to the nurse in a similar position.

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

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

**2406** Professional Leave: If, in the opinion of the Employer it is in the best interests of resident care, nurses may, whenever practicable, be granted time off with pay in order to attend professional or educational meetings, conventions, workshops and institutes.

**2407**      Education Leave:

- (a)      Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the nurse suffers no loss of salary.
  
- (b)      Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during non-working time, the Employer shall pay registration or tuition fees, and approved expenses and shall pay for the time of such attendance at straight time rates.

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

A full-time nurse shall have the option of being paid the education hours as noted above or banking the education hours at straight time rates to be utilized as paid leave during the fiscal year. Where the Employer and the nurse are unable to mutually agree on the date(s) to be taken as paid time off, the Employer has the right to schedule the time off and wherever reasonably possible the day(s) off will be in conjunction with and contiguous to the nurses scheduled days off or vacation

(c)      Employer Sponsored Educational Development:

A nurse shall be granted, upon written request, funding up to a maximum of \$200 per fiscal year, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the senior nursing manager or designate prior to attendance at such program. The \$200 allowance referenced herein shall be for reimbursement of tuition or registration and recommended/required books and 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 no later than the end of the fifth (5<sup>th</sup>) month of pregnancy and not less than one (1) month before the intended date of the leave.
- (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
- (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of the nurse's health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.

B. Maternity Leave Plan "B"

1. In order to qualify for Plan B, a pregnant nurse must:
  - (a) submit to the Employer an application in writing, for leave under Plan B not less than one (1) month before the intended date of the leave.
  - (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.
  - (c) provide the Employer with proof that they have 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, they are indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during the entire period of Maternity Leave.
- (d) In the event the nurse does not complete the full period of service as required under (a) and (b) above, the nurse shall repay a portion of the "top up" as follows:

$$\frac{\text{Monetary value of top up provided}}{\text{Hours of service required to be worked}} \times \text{number of hours not worked}$$

(value is based on hours paid at regular rate of pay in 6 months prior to leave) (based on monetary value)

3. A nurse who qualifies is entitled to a Maternity Leave consisting of:
  - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in B.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 B.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 week a nurse shall receive ninety-three percent (93%) of their weekly rate of pay;
  - (b) for up to a maximum of sixteen (16) 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) days' 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 (23.25 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity, or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

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

6. A nurse may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the nurse wants to end the leave. This provision includes the cancellation of any term position. Where the Employer has made arrangements for alternate staffing to cover the nurse's absence, the Employer shall have the right to cancel shifts. A minimum of two (2) weeks notice shall be provided for any such cancelled shift.

**2409**Union Leave:

- (a) Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress 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**Legal and Investigative Proceedings

- 1.
- a) A nurse required to attend a court proceeding, other than a court proceeding occasioned by the nurse's private affairs where they are a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the Employer any jury or witness fees received, only for those days they were normally scheduled to work. The nurse shall not request reimbursement for, or be required to remit any reimbursement of expenses for such duty.

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

- b) A nurse required to attend a court proceeding/inquest to provide medical/clinical evidence shall receive a leave of absence at their regular basic rate of pay, and shall remit to the Employer any witness fees received. The

nurse shall not be required to remit any reimbursement of expenses for such duty.

- c) Where a nurse is required to prepare for a court proceeding/inquest where they will provide medical/clinical evidence, during time that the nurse is not scheduled to work, the Employer and the nurse will mutually agree on alternate time off in lieu or compensate for time at regular rates of pay, subject to the Employer's prior approval of the required preparation time.
- d) Where the Employer requires the nurse to participate in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the nurse's regular day of work, the Employer will compensate the nurse for the investigation meeting time at regular rates of pay.
- e) A nurse required to attend a court proceeding as a party to that proceeding, occasioned by the nurse's private affairs shall receive a leave of absence without pay for the required absence.

## 2.

- a) If an action or any form of legal proceeding (referred to below as a "claim"), other than a complaint or report made to a nurse's regulatory body, is brought against any nurse who is, or any former nurse who was, covered by this Agreement, which claim arises out of the nurse's actions while in the good faith performance of their duties at Calvary Place, and provided such actions do not constitute gross negligence, then:
  - b) the nurse shall notify the Employer as soon as possible;
  - c) upon notification, the Employer and the nurse shall meet as soon as possible, and appoint counsel who is mutually agreeable to both the Employer and the nurse;
  - d) should the Employer and the nurse not be able to agree on counsel satisfactory to both, then the employee may unilaterally appoint legal counsel subject to the following conditions:
    - i) the legal counsel must be entitled to practice law in the Province of Manitoba and be in good standing with the Law Society of Manitoba;
    - ii) the legal counsel must be qualified and competent to practice in the area of law at issue in the claim;
    - iii) reasonable legal fees shall be paid by the Employer and, only if prior approval is sought, which approval shall not be unreasonably withheld,

disbursements including but not limited to fees for transcripts, travel expenses for counsel and/or witnesses, or the services of experts;

- e) the nurse shall have the sole right to instruct private legal counsel;
  - f) if a settlement of any claim is reached, and if the settlement is approved by the Employer before the settlement is finalized, the Employer shall pay any amount the nurse is liable for in connection with settlement of the claim; and
  - g) the Employer shall pay any monetary amounts, damages, and/or costs awarded against the nurse in any claim, and all reasonable legal fees and related expenses (e.g. disbursements, travel, etc.).
3. All reasonable legal fees and related expenses (e.g. disbursements, travel, etc.) incurred by nurses or former nurses who are reasonably required to retain their own counsel in relation to attendance at or an appearance before any Commission of Inquiry, or fatality inquest, shall be paid by the Employer.

**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, fiancé, same-sex partner, child, stepchild, parent, step-parent, sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former legal guardian, and any other relative who had recently 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. For nurses residing above the 53rd parallel, leave will be extended one (1) additional working day.

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, funeral or initial memorial service 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) For the purpose of this Article, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse.

**2412** Leave re Public Office: A nurse will be granted unpaid leave of absence to enable them, 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) have completed at least ten (10) years of continuous employment and who meet the "Rule of 80" provisions of the HEPP Retirement Pension Plan; or
  - (v) terminate employment at any time due to permanent disability

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

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

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

- (b) Part-time nurses who:
  - (i) retire at age sixty-five (65) years; or
  - (ii) retire after age sixty-five (65) years; or
  - (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
  - (iv) have completed at least ten (10) years of continuous employment and who meet the "Rule of 80" provisions of the HEPP Retirement Pension Plan; or
  - (v) terminate employment at any time due to permanent disability

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

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

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

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

- (c) Calculation of pre-retirement leave entitlement shall begin from the date of the nurse's last commencing employment with the Employer and shall be based on the nurse's total length of continuous employment on the date of retirement.
- (d) Payment shall, at the option of the nurse, be made in a lump sum or as a continuation of salary until scheduled retirement date, or as a combination of continuation of salary followed by a lump sum payment.

**NOTE:** Where a nurse chooses to take a lump sum payment, the retirement date shall be their last day worked. The lump sum shall be payable as soon as reasonably possible after the last day paid.

- (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**      Citizenship Leave

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

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

#### **2416**      Compassionate Care Leave:

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

- (a) A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.

- (b) A nurse who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take no more than two (2) periods of leave, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For a nurse to be eligible for leave, a physician or nurse practitioner who provides care to the family member must issue a certificate stating that:
  - (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
    - (i) the day the certificate is issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
  - (i) a spouse or common-law partner of the nurse;
  - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
  - (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;
  - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
  - (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
  - (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
  - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
  - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) Unless otherwise mutually agreed, a nurse may end their Compassionate Care Leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as

"Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".

- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of Article 2302, a nurse may apply to utilize income protection to cover part or all of the Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

**2417**      Secondment to Educational Institutions

The Parties understand and agree that there may be occasions where it is beneficial to allow a current nurse to move, without loss of employment status, seniority or benefit accruals, to work temporarily for nursing educational institutions.

These individuals will be placed on a paid leave of absence for the duration of the educational institution secondment.

**2418**      Leave for Organ Donation

Upon providing as much written notice as possible, a nurse shall be eligible to utilize accumulated personal income protection credits for the purpose of organ donation.

## **ARTICLE 25 -- SENIORITY**

**2501**      "Seniority" is defined as the length of the nurse's continuous employment from the last date on which the nurse commenced work with the Employer, 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.

1. The Employer and the Union mutually agree that the following understandings apply to Article 30 Vacancies, Term Positions, and New Positions with respect to nurses transferring to posted vacancies, term positions, and new positions for the duration of the Collective Agreement. The following criteria will be utilized to determine if the nurse(s) are eligible for transfer;
  - i. meet the qualifications of the posted position including the relevant experience required for that specific position;

- ii. Nurse III, IV and V positions in Acute Care/Long Term Care and all Clinical Nurse Specialists and Nurse Practitioners are excluded
2. If more than one candidate meets the transfer criteria, the most senior nurse will be awarded the position.
  3. If no candidates meet the transfer criteria, the successful candidate will be determined through a competitive process as per Article 2502.

**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 D & R/LTD, for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (iii) 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 five (5) 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 an employee who is on Parenting Leave or Parental Leave, outside the bargaining unit with the same Employer.

**2504**

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

- (i) the nurse is on any period of 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 D & R/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, except those referenced in (iv) above;
- (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 Compassionate Care Leave, Leave Related to Critical Illness, or Domestic Violence Leave, as provided for in the Employment Standards Code.

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

**2505**

The seniority of a nurse will terminate if:

- (i) the nurse resigns;
- (ii) the nurse is discharged, and not reinstated under the grievance procedure;
- (iii) the nurse is laid off for more than five (5) years;

- (iv) the nurse fails to report for duty within seven (7) days after notification to do so, 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 obtains a permanent position outside the bargaining unit; or a term position which is greater than sixty (60) weeks, or up to a maximum of eighty (80) weeks to replace an employee who is on Parenting Leave or Parental Leave.

**2506** The Employer shall once annually, by January 31<sup>st</sup>, provide the Union with a seniority listing of names of nurses within the scope of this Agreement, together with the length of each nurse's continuous employment with the Employer. Any alleged errors in the list will be reviewed by the Employer and corrected as soon as possible.

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

**2601** Employment may be terminated voluntarily by a nurse or for just cause by the Employer subject to the following periods of written notice, exclusive of any vacation due:

- (a) for classifications other than Nurse IV -- four (4) weeks, and
- (b) for Nurse IV -- six (6) weeks.

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

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

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

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

**2605** Upon termination of employment an exit appraisal shall be forwarded to the nurse to voluntarily complete. Included on the form will be an option for the nurse to request a personal meeting with an Employer designate who is other than the nurse's direct manager.

## ARTICLE 27 -- LAYOFF AND RECALL

### **2701** Employment Security

- (a) It will be incumbent upon the Employer to notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of nursing staff.
- (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 a facility /program and in conjunction with (g) below, the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with retention of employment for 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. During the first three (3) years of a layoff, the nurse on layoff will receive preferential consideration for the assignment of such shifts provided that this will not result in the nurse working in excess of their regular EFT commitment.

Notwithstanding Article 1405, during the period between three (3) to five (5) years where a nurse does not work all or part of said additional available shift(s), for any reason payment shall be made only in respect of hours actually worked; this is not applicable to the base EFT of a term position occupied by a laid off nurse.

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 five percent (5.0%) 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 1343 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 1343 hours worked, it shall be applied to the pay period next following completion of 1343 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 five (5) year period referenced in Article 25.

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

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

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

**2707** Nurses shall be recalled in seniority order to available positions in equal or lower paid occupational classifications provided they are qualified to perform the required work. Such recall shall be made 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 receipt of such communication.

The nurses affected will contact the Employer by telephone not later than four (4) days, excluding Saturdays, Sundays and Recognized Holidays following the notice of recall being delivered. Failure to notify as above shall result in the nurse being placed last on the recall list.

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

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

## **ARTICLE 28 -- PROMOTION AND REASSIGNMENT**

**2801** Upon promotion, a nurse shall receive a salary applicable to their new classification which provides an increase of at least one increment above their former salary. A promotion shall mean an increase in classification from one occupational classification to another.

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

**2803** The first three (3) calendar months following a nurse's promotion shall be considered to be a trial period, and the Union shall be notified by the Employer. During the first six (6) weeks of this trial period, the nurse may return to their former position at their request or be returned to their former position by the Employer. During the last six (6) weeks of this trial period, the nurse may return to their former classification at their request or be returned to their former classification by the Employer.

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

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

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

**2903** A nurse who is demoted due to inadequate performance shall be paid at the step of the lower scale that corresponds to their level of experience.

**2904** If a nurse is reclassified to a lower paid position because of changing conditions within the Employer, the nurse will retain their current salary level until the salary scale of the lower position reaches their level of salary.

The application of this provision as it relates to the deletion, layoff/recall procedure shall be limited to a three (3) year period from the date the nurse assumes a position in the lower paid classification or until the salary scale of the lower position reaches their level of salary whichever occurs first.

**2905** 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.

**2906** A nurse accompanied by a Union representative if they so elect shall be given every reasonable opportunity to examine their personnel file 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. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in their personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter. Any nurse who has been terminated may consult their file and upon written request shall receive copies of specified documents so long as the written request is made within sixty (60) days of the nurse's termination. The Employer agrees to remove and destroy any non-disciplinary and disciplinary documentation, from the personnel file of a nurse, upon written request from the nurse, after two (2) years, providing no similar incidents occur within that period. In the event a nurse is laid off or on a leave of absence of one (1) calendar month or more during the two (2) years immediately following the discipline, the discipline record will extend the five (5) year calendar month period by the length of the actual lay off or leave of absence.

**2907** 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 herein, the Employer agrees to post notices of vacant, term or new positions covered under this Agreement for at least seven (7) days to enable nurses presently in the employ of the Employer to apply for same. In addition, a copy of each posting will be provided to the MNU Worksite President or designate. Such posting

shall not preclude the Employer from advertising outside the site premises. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) and date of closing of the competition. Job descriptions shall be available to applicants on request.

When the Employer creates a new position which requires any applicants to be a nurse registered or eligible for registration with a Manitoba nursing college including, but not limited to, classifications in Appendix C of this Collective Agreement, or the Employer intends that the new position will be out of scope, the Employer shall provide the Union with a copy of any posting(s) or the job description(s) for the position(s) in advance of the position(s) being posted. The Union may file a grievance challenging the designation in accordance with the procedure set out in Article 12.

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

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

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

**3004** The name of the successful applicant and the position awarded will be posted on the bulletin board or per electronic format accessible to all nurses for a period of seven (7) calendar days with a copy of this information forwarded to the Local President.

Any nurse who was interviewed but was not the successful applicant shall be entitled to consult with the hiring Manager. Such consultation will take place within two (2) weeks of the request. The purpose of the consultation shall be to provide the nurse with constructive feedback regarding their application.

An unsuccessful applicant may inquire of the hiring Manager or the Human Resources Consultant or designate to why they were not selected for an interview.

In the case of a nurse from the bargaining unit being awarded a position within the Employer, the transfer shall be carried out within the time frame of the period of notice of termination for the position from which the nurse is transferring, unless otherwise mutually agreed between the nurse and the Employer.

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

**3006** "Term Position"

A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of sixty (60) weeks, or up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Parenting Leave or Parental Leave, where patient/client/resident census or workload necessitates a temporary increase in staffing, if mutually agreed, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under Employment Security provisions in Article 27, or as otherwise mutually agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

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

The maximum duration specified in paragraph 1 above for term positions shall not apply in situations where a nurse is absent indefinitely due to Workers Compensation and/or illness and/or accident 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:

- (a) newly hired from outside the Employer, or a casual nurse from within the Employer, shall be entitled to exercise their seniority rights to obtain any vacant position for which the nurse is qualified, without interruption of seniority or benefits if the position commences within six (6) weeks of the expiry of the term position. During

this six (6) week period if a nurse secures casual employment, they may work available casual shifts.

- (b) 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.
- (c) In accordance with the provisions of Article 21, if a nurse's term position ends prior to the start of the vacation year, the nurse shall schedule the next year's vacation on the unit they are returning/going to.

**3007** Notwithstanding the provisions of Articles 3001 through 3005 above Article 30 the parties agree that it may be of mutual benefit to the nurses and the Employer to allow part-time nurses, who request to do so, to increase their EFT and/or allow casual nurses to obtain a part-time or full-time position.

- (a) Where the Employer has demonstrated significant reliance upon casual nurses and/or agency nurses to maintain adequate staffing/patient/resident care in a particular site/program/unit, and where part-time nurses at the same site/program/unit have expressed a desire to increase their EFT the Employer shall take all reasonable measures to accommodate such requests. The EFT of a part-time nurse may be increased in accordance with the following process:
  - (i) The process will commence at a date determined by the parties at the Site/Local Nursing Advisory Committee. The Employer shall inform the Site/Local Nursing Advisory Committee of the total EFT and shift patterns available per nursing unit.
  - (ii) The Employer shall communicate to all part time nurses on a nursing unit the pre-determined EFT and shift pattern(s) available for the increase of EFT process. Requests to permanently increase EFTs shall be made in writing by part-time nurses. The nurses shall indicate the maximum EFT to which they wish to increase. A nurse may increase their EFT up to a 1.0 EFT.
  - (iii) In considering requests, the Employer shall consider such factors as current EFTs, shift assignments, shift schedules, the unit(s) needs and the requirements of Article 15. If the request by nurses within a unit exceed the availability within that unit as determined by the Employer, the Employer shall offer in order of seniority.
  - (iv) A part-time nurse shall not be permitted to increase their EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.

- (v) Where any request to change EFT has been approved, the Employer shall issue a letter to the nurse confirming the nurse's new EFT in accordance with this Collective Agreement along with an effective date.
  - (vi) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
  - (vii) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of Article 1504.
  - (viii) The Employer is not prevented from exercising any of its normal management rights as a result of this Article Memorandum of Understanding including, without limitation, the right to post vacant positions.
  - (ix) The Local Nursing Advisory Committee shall be advised of the outcome in the Increase of EFT Process of each nursing unit.
- (b) Where all EFT increase requests have been considered and implemented and/or the Employer has offered EFT increases for part-time nurses, and where casual nurses at the same site/program/unit have expressed a desire to obtain a full or part time position, the Employer shall take all reasonable measures to transition those casual nurses to a part-time or full-time position in accordance with the following process:
- (i) The process will commence at a date determined by the parties at the Site/Local Nursing Advisory Committee. The Employer shall inform the Site/Local Nursing Advisory Committee of the total EFT and shift patterns available per nursing unit.
  - (ii) The Employer shall communicate to all part time casual nurses at the site/facility/program on a nursing unit the pre-determined EFT and shift pattern(s) available for the increase of EFT process. Requests to permanently increase obtain an EFTs shall be made in writing by part-time casual nurses. The nurses shall indicate the maximum EFT to which they wish to increase. A nurse may increase their EFT up to a 1.0 EFT.
  - (iii) In considering requests, the Employer shall consider such factors as current EFTs, shift assignments, shift schedules, the unit(s) needs and the requirements of Article 15. If the request by nurses within a unit exceed the availability within that unit as determined by the Employer, the Employer shall offer in order of casual seniority.
  - (iv) A part-time casual nurse shall not be permitted awarded to increase their an EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.

- (v) Where any request to change obtain an EFT has been approved, the Employer shall issue a letter to the nurse confirming the nurse's new EFT in accordance with this Collective Agreement along with an effective date.
- (vi) Copies of all requests and responses to requests to adjust obtain an EFT shall be provided to the Union.
- (vii) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of Article 1504.
- (viii) The Employer is not prevented from exercising any of its normal management rights as a result of this Article Memorandum of Understanding including, without limitation, the right to post vacant positions.
- (ix) The Local Nursing Advisory Committee shall be advised of the outcome in the Increase of EFT Process of each nursing unit.

## **ARTICLE 30A -- BLANK**

## **ARTICLE 31 -- PROBATIONARY PERIOD**

**3101** The period from the date of last employment to the completion of six (6) months will be recognized as a probationary period. During such period the nurse shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

## **ARTICLE 32 -- PERFORMANCE APPRAISALS**

**3201** The Employer shall complete a written appraisal of a nurse's performance at least once every two (2) years. Upon request, the nurse shall be given an exact copy of the appraisal.

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

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

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

### **ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY**

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

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

### **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 known to the Employer that they wish to work occasional additional available shifts shall be given preference for such shifts unless the part-time nurse has already worked in that day.

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

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

**3405**

(a) Vacation pay shall be calculated as follows:

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

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

**3406**

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

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

**3407** Part-time nurses will be paid five percent (5%) 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 1343 hours worked or one (1) years' service, whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less or a paid leave of absence, or an educational leave of absence of up to two (2) years.

A nurse's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

**3409** Seniority accumulated by a part-time nurse up to date of ratification shall be retained. Seniority hours calculated after date of ratification 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 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 1343 hours calculated under the formula:

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

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

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

## **ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES**

**3501** Casual nurses will receive vacation pay at the rate of six percent (6%) of all hours paid at basic salary including hours worked on Recognized Holidays in a bi-weekly pay period.

**3502** Casual nurses are paid in accordance with the salaries specified in Appendices "A" and "B" and receive a starting salary as described in Article 38.

A casual nurse shall receive increments on the basis of one (1) increment for each 2015 regular hours worked. Such increment shall be applied on the first day of the first pay period following completion of 2015 hours.

When a nurse elects to terminate their full-time or part-time position and makes application to be hired as a casual nurse, 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 they are assigned and at the same increment level that had been attained while working as a full-time or part-time nurse.

**3503** Should the Employer make an error in a nurse's pay which results in a loss of seven and three-quarter (7.75) 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 seven and three-quarter (7.75) hours of regular pay, the correction will be made on the next scheduled pay day.

**3504** Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 16;
- shift premium and weekend premium outlined in Article 17;
- the allowance as outlined in Article 18;

- Responsibility Pay premium outlined in Article 19;
- transportation allowance/escort duty outlined in Article 20;
- the rights outlined in Articles 2905, 2906, 2907;
- the Employer Sponsored Educational Development allowance in Article 2407(a) (b) (c);
- the Legal and Investigative Proceedings in Article 2410;
- continuation of placement at the fifteen (15), twenty (20) and twenty-five (25) year rate if rehired after a period of no longer than six (6) months. For clarity a period of pre-retirement leave does not count towards the six (6) month qualification time limit;
- continuation in HEPP pension plan as per plan text.

**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.

Casual nurses will be paid five percent (5%) 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 14) and shall be included in each regular pay cheque.

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

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

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

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

**3509** Previous nursing experience of casuals will be considered in terms of applicability to the position applied for and, provided that equivalent qualifications are met, preference shall be given to the casual nurses over applicants from outside the site.

**3510** Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants at the site where the vacancy occurs. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position in accordance with Article 3006 (a), the nurse shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

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

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

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

- (a) Starting salary of the newly graduated graduate nurse, graduate practical nurse or graduate psychiatric nurse awaiting initial registration as a Registered Nurse, Licensed Practical Nurse or Registered Psychiatric Nurse shall be discounted by eight percent (8%) until such time as registration/license is achieved.
- (b) The anniversary date of a newly graduated graduate nurse or graduate psychiatric nurse who obtains registration within one (1) year of commencing employment shall be the date of 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 a Registered Psychiatric Nurse in another province, country or territory whose name appears on the graduate nurse or graduate psychiatric nurse register may commence employment at the Registered Nurse/Registered Psychiatric Nurse 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 a Registered Psychiatric Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.
- (c) A person in good standing as a Licensed Practical Nurse in another province, country or territory whose name appears on the graduate practical nurse register may commence employment at the LPN start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of 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 CRPNM will be deemed to be just cause for termination.
- (c) In accordance with the Licensed Practical Nurses Act or the relevant regulations to this Act, failure of the graduate practical nurse to successfully complete the examination required for licensure within a time period prescribed by the CLPNM will be deemed to be just cause for termination.

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

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

**3702**    Time off without loss of regular pay shall be allowed at a time determined by the Employer for such medical examinations and laboratory tests, provided that these are performed on the Employer's premises, or at a facility designated by the Employer.

**3703**    With the approval of the Employer, a nurse may choose to be examined by a physician, nurse practitioner, or physician/clinical assistant of their own choice, at their own expense, as long as the Employer receives a statement as to the fitness of the nurse from the physician, nurse practitioner, or physician/clinical assistant.

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

## ARTICLE 38 -- SALARIES AND INCREMENTS

### **3801** Recognition of Previous Experience Applicable to Registered Nurses and Registered Psychiatric Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 6 years	1 Year Rate
4030 hours within past 8 years	2 Year Rate
6045 hours within past 9 years	3 Year Rate
8060 hours within past 12 years	4 Year Rate
10075 hours within past 13 years	5 Year Rate
12090 hours within past 14 years	6 Year Rate
14105 hours within past 15 years	7 Year Rate

- (b) A nurse in good standing as a Registered Nurse or Registered Psychiatric Nurse in another country, province, or territory will commence employment at the "R.N./R.P.N." start rate presently in effect at the facility and, upon providing proof of Manitoba registration not later than six (6) calendar months following commencement of their employment, shall receive recognition of previous experience as specified in sub-clauses (a) and (b) above, retroactively to the date of commencing employment.
- (c) The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous experience as a Licensed Practical Nurse shall commence at the R.N./R.P.N. 1 Year rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of their employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with the nurse, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.
- (d) Notwithstanding Article 3803 (d), a nurse returning from a leave of absence who has completed the Registered Nurse program having had previous experience as a Registered Psychiatric Nurse, and who returns to work in the psychiatric area, or who obtains a position that requires psychiatric nursing experience, shall receive full recognition for previous experience when placed on the salary schedule, and in addition, would receive the applicable academic allowance.

**3802**      Recognition of Previous Experience Applicable to Licensed Practical Nurses:

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

Placement of an LPN on scale:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 6 years	1 Year Rate
4030 hours within past 8 years	2 Year Rate
6045 hours within past 9 years	3 Year Rate
8060 hours within past 12 years	4 Year Rate
10075 hours within past 13 years	5 Year Rate
12090 hours within past 14 years	6 Year Rate
14105 hours within past 15 years	7 Year Rate

Starting salary of a nurse who has completed the Licensed Practical Nurse Program, having had previous experience as a Certified Nursing Assistant or as a Registered Nursing Assistant shall commence at the L.P.N. Start Rate as specified in Appendix "A", and after not more than three (3) months in said position, the Employer shall, on the basis of written performance appraisal discussed with the nurse, grant such additional increments as performance warrants.

**3803**      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) Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less, or a paid leave of absence, or an educational leave of absence of up to two (2) years.

A nurse's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

**3804**      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.

**3805** Retroactivity:

Should there be retroactive wage and benefit adjustments, such shall be made payable within ninety (90) days of the date of ratification of the Collective Agreement or within ninety (90) days from the date the parties sign the Memorandum of Settlement, whichever is later. Upon written application to the Employer within one hundred and eighty (180) days of ratification of the Collective Agreement, or within one hundred and eighty (180) days from the date the parties sign the Memorandum of Settlement, whichever is later, nurses who have terminated employment with the Employer shall be entitled to retroactive pay.

**3809** Should an error be made in a nurse's pay which results in a loss of seven and three-quarter (7.75) 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 seven and three-quarter (7.75) hours of regular pay, the correction will be made on the next scheduled pay day.

## **ARTICLE 39 -- EMPLOYEE BENEFIT PROGRAM**

**3901** Dental Plan:

The parties agree that the Health Care Employees Benefit Plan sponsored dental plan is effective on a 50-50 cost shared basis.

**3902** Disability & Rehabilitation:

The Employer agrees to participate in the Disability and Rehabilitation Plan. The Employer will pay the entire premium to a maximum of 2.3%.

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

Notwithstanding the above, where a nurse is not eligible for D&R coverage due to age (on the date which is four (4) months prior to the date of attaining age 65), the nurse may utilize accrued income protection credits up to one hundred and eighty (180) calendar days.

**3903**      Health Spending Account

A Health Spending Account (HSA) shall be made available for eligible nurses. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP "Enhanced" Extended Health Benefit Plan and the HEBP Dental Plan.

The annual HSA benefit amounts shall be:

- January 1, 2025      - \$1250.00 for full-time nurses
- \$1000.00 for part-time nurses

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

A "year" or "the annual HSA benefit" is defined as the calendar year – January 1<sup>st</sup> to December 31<sup>st</sup>.

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

Nurses who become enrolled in the "Enhanced" Extended Health Care Plan will commence HSA coverage following one (1) year participation in the "Enhanced" Extended Health Care Plan.

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

## **ARTICLE 40 -- OVERPAYMENTS**

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

- (a)            Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected nurse and the Union within twenty (20) business days of discovery;
- (b)            The proposed recovery is made in as fair and reasonable a manner as possible; and,
- (c)            The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the nurse.

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

**4002** "Under deduction" shall include, but is not limited to, any statutory deduction, or any other amount for which the nurse has provided their consent to be deducted from their wages, that has not been deducted by the Employer as a result of a good faith error on the part of the Employer.

It is understood that where the Employer is required, or has received consent, to remit a deduction from the wages of a nurse, that the Employer is responsible to ensure those deductions are remitted appropriately and in compliance with the necessary conditions of such remittance. Where the Employer has failed to remit as required and as a result of that failure the nurse has been denied access to a benefit which they would otherwise have received but for the failure to remit, the Union on behalf of the nurse is able to seek, through the grievance process, appropriate redress for any and all incurred losses. All appeal processes under the applicable plan must be exhausted prior to any grievance being initiated through the grievance process. The jurisdiction of an arbitrator appointed pursuant to the grievance process to interpret and apply any applicable benefit plan shall be limited to the application of this provision.

**4003** All under deductions are considered to be an accounts receivable and will be deducted from a nurse's wages when discovered by the Employer.

The deduction will be made in a fair and reasonable manner after notification to the nurse and taking into consideration the amount of the account receivable and the purpose of the amount under deducted.

Where an error has been made in good faith, the Employer shall be entitled to recover any under deduction made, for a period of time that does not extend further back than twelve (12) months from date of discovery.

## **ARTICLE 41 -- STAFF ORIENTATION**

**4101** The Employer shall provide an appropriate orientation program for nurses newly employed. The orientation program shall include such essential information as policies, nursing procedures, the location of supplies and equipment, fire, safety and disaster plans. Further, an orientation program shall be provided upon request for nurses returning from an extended leave of absence or moving to a new area of practice. Notwithstanding the above, specialty areas may require extended orientation programs.

**4102** The Employer shall provide a program of inservice education for nurses pertinent to patient/resident/client care. Such program of inservice shall be of sufficient nature to properly familiarize the nurse with all relevant aspects of duties and responsibilities.

**4103** The Employer shall provide, access to reference materials as is required in relation to maintaining current knowledge of general nursing care.

## APPENDIX "A" -- SALARIES

NOTE: All Salary increases will be applied to the first full shift occurring on the date the salary increase comes into effect.  
 A1. Effective April 1, 2024  
 Hourly Rates include a 1% Market Adjustment and a 2.5% General Wage Increase, compounded. Other Market Adjustments as Noted  
 Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25
Licensed Practical Nurse	Hourly	32,024	33,074	34,108	35,366	41,995	43,474	45,024	46,373	47,300	48,246	49,693
	Monthly	5,377.363	5,563.676	5,727.302	5,938.541	7,051.660	7,300.009	7,560.280	7,786.800	7,942.458	8,101.308	8,344.283
	Annual	64,528.360	66,644.110	68,727.620	71,262.490	84,619.925	87,600.110	90,723.360	93,441.595	95,309.500	97,215.690	100,131.395
UNE, UNE - IEN/NREP, UNE-NREP, SIEN	Hourly	31,092										
	Monthly	5,220.865										
	Annual	62,650.380										
Weekend Worker - Licensed Practical Nurse	Hourly	36,829	38,034	39,223	40,669	48,849	49,825	50,823	51,839	52,847	53,864	54,881
	Monthly	6,184.203	6,366.543	6,586.195	6,829.003	7,945.313	8,202.561	8,366.448	8,534.029	8,704.632	8,878.185	9,054.818
	Annual	74,210.435	76,638.510	79,034.345	81,948.035	95,343.755	98,430.735	100,397.375	102,408.345	104,455.585	106,539.025	108,660.621
RN/RPN	Hourly	40,816	42,035	43,457	44,937	53,473.835	54,849	56,325	57,801	59,277	60,753	62,229
	Monthly	6,820.103	7,008.377	7,297.155	7,545.671	8,041.697	8,202.561	8,366.448	8,534.029	8,704.632	8,878.185	9,054.818
	Annual	81,841.240	84,700.525	87,565.855	90,548.055	96,500.365	98,428.720	100,399.390	102,408.345	104,455.585	106,539.025	108,660.621
RN/RPN (15-Year Scale)	Hourly	41,428	42,876	44,326	45,836	54,473.835	55,849	57,325	58,801	60,277	61,753	63,229
	Monthly	6,956.452	7,199.595	7,443.074	7,696.628	8,041.697	8,202.561	8,366.448	8,534.029	8,704.632	8,878.185	9,054.818
	Annual	83,477.420	86,395.140	89,316.890	92,359.540	96,500.365	98,430.735	100,397.375	102,408.345	104,455.585	106,539.025	108,660.621
RN/RPN (20-Year Scale)	Hourly	42,257	43,734	45,213	46,753	55,473.835	56,849	58,325	59,801	61,277	62,753	64,229
	Monthly	7,095.655	7,343.668	7,592.016	7,850.608	8,104.162	8,265.026	8,425.890	8,586.754	8,747.618	8,908.482	9,069.346
	Annual	85,147.855	88,124.010	91,104.195	94,207.295	97,249.945	100,339.390	103,466.330	106,631.775	109,836.720	113,081.165	116,375.610
RN/RPN (25-Year Scale)	Hourly	43,525	45,046	46,569	48,156	57,073.835	58,449	60,025	61,601	63,177	64,753	66,329
	Monthly	7,308.573	7,563.974	7,819.711	8,086.195	8,347.305	8,613.651	8,885.544	9,162.988	9,445.932	9,734.376	10,028.320
	Annual	87,702.875	90,767.690	93,836.535	97,034.340	100,167.665	103,411.815	106,769.205	110,242.640	113,832.080	117,536.520	121,356.960
Weekend Worker - RN/RPN	Hourly	46,710	48,341	49,976	51,680	60,849	62,553	64,307	66,111	67,965	69,869	71,823
	Monthly	7,843.388	8,117.260	8,391.803	8,677.933	9,967.355	10,247.843	10,528.887	10,810.485	11,092.635	11,375.335	11,658.585
	Annual	94,120.650	97,407.115	100,701.640	104,135.200	119,608.265	122,974.110	126,346.640	129,714.640	133,088.140	136,457.220	139,826.880
Weekend Worker - RN/RPN	Hourly	50,279	52,034	53,794	55,627	65,111	66,965	68,869	70,823	72,827	74,881	76,935
	Monthly	7,843.524	8,117.304	8,391.864	8,677.812	9,967.355	10,247.843	10,528.887	10,810.485	11,092.635	11,375.335	11,658.585
	Annual	94,122.288	97,407.648	100,702.368	104,133.744	119,608.265	122,974.110	126,346.640	129,714.640	133,088.140	136,457.220	139,826.880

A1. Effective April 1, 2025

Hourly Rates include a 2.75% General Wage Increase. Other Market Adjustments as Noted  
 Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Employer Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25	
Licensed Practical Nurse	Annual Hours											
	2015	33,234	34,323	35,396	36,702	37,895	39,234	40,628	41,848	42,686	43,540	44,846
	Hourly	5,680.543	5,763.404	5,943.578	6,162.878	6,363.202	6,588.043	6,822.118	7,026.977	7,167.691	7,311.092	7,530.391
UNE, UNE - IEN/NREP, UNE-NREP, SIEN	Annual Hours											
	2015	66,966.510	69,160.845	71,322.940	73,954.630	76,358.425	79,056.510	81,865.420	84,323.720	86,012.290	87,733.100	90,364.690
	Hourly	31.947										
Weekend Worker - Licensed Practical Nurse	Annual Hours											
	2015	38,220	39,471	40,705	42,205	43,581	45,116	46,725	48,125	49,087	50,068	51,570
	Hourly	6,417.775	6,627.839	6,835.048	7,086.923	7,317.976	7,575.728	7,845.906	8,080.990	8,242.525	8,407.252	8,659.463
RN/RPN	Annual Hours											
	2015	41,733	43,191	44,652	46,173	47,665	49,208	50,191	51,196	52,221	53,265	54,862
	Hourly	7,007.666	7,252.489	7,497.815	7,753.216	8,003.748	8,262.843	8,427.905	8,596.662	8,768.776	8,944.081	9,212.244
RN/RPN (15-Year Scale)	Annual Hours											
	2015	42,567	44,055	45,545	47,096	48,618	50,192	51,195	52,221			
	Hourly	7,147.709	7,397.569	7,647.765	7,908.203	8,163.773	8,428.073	8,596.494	8,768.776			
RN/RPN (20-Year Scale)	Annual Hours											
	2015	43,419	44,937	46,456	48,039	49,590	51,196	52,220	53,265			
	Hourly	7,290.774	7,545.671	7,800.737	8,066.549	8,326.988	8,596.662	8,768.608	8,944.081			
RN/RPN (25-Year Scale)	Annual Hours											
	2015	44,722	46,285	47,850	49,480	51,078	52,732	53,787	54,862			
	Hourly	7,509.569	7,772.023	8,034.813	8,308.517	8,576.848	8,854.582	9,031.734	9,212.244			
Weekend Worker - RN/RPN	Annual Hours											
	2015	47,995	49,670	51,350	53,101	54,812	56,589	57,721	58,875	60,052	61,253	63,091
	Hourly	8,059.160	8,340.421	8,622.521	8,916.543	9,203.848	9,502.236	9,692.318	9,886.094	10,083.732	10,285.400	10,594.030
Weekend Worker - RN/RPN	Annual Hours											
	1872	51,662	53,465	55,273	57,157	58,999	60,912	62,130	63,372	64,640	65,933	67,911
	Hourly	8,059.272	8,340.540	8,622.588	8,916.492	9,203.844	9,502.272	9,692.280	9,886.032	10,083.840	10,285.548	10,594.116
Annual	96,711.264	100,086.480	103,471.056	106,997.904	110,446.128	114,027.264	116,307.360	118,632.384	121,006.080	123,426.576	127,129.392	

A1. Effective April 1, 2026  
 Hourly Rates include a 3.0% General Wage Increase. Other Market Adjustments as Noted  
 Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25	
Licensed Practical Nurse	2015	Hourly	34,573	35,706	36,822	38,181	39,422	40,815	42,265	43,534	44,406	45,295	46,653
		Monthly	5,805.383	5,950.633	6,183.028	6,411.226	6,619.611	6,863.519	7,096.998	7,310.084	7,456.508	7,605.785	7,833.816
		Annual	69,664.595	71,947.580	74,196.330	76,934.715	79,435.330	82,242.225	85,163.975	87,721.010	89,478.090	91,269.425	94,005.795
UNE - IEN/NREP, UNE-NREP, SIEN	2015	Hourly	32,905										
		Monthly	5,525.298										
		Annual	66,303.575										
Weekend Worker - Licensed Practical Nurse	2015	Hourly	39,760	41,062	42,345	43,906	45,337	46,934	48,608	50,064	51,065	52,086	53,648
		Monthly	6,626.667	6,843.700	7,057.500	7,317.667	7,556.167	7,811.000	8,071.333	8,337.333	8,599.000	8,856.333	9,114.000
		Annual	80,116.400	82,739.930	85,325.175	88,470.590	91,354.055	94,572.010	97,945.120	100,878.960	102,895.975	104,953.290	108,100.720
RN/RPN	2015	Hourly	42,985	44,487	45,992	47,558	49,095	50,684	51,697	52,732	53,788	54,863	56,508
		Monthly	7,217.898	7,470.109	7,722.823	7,985.781	8,243.869	8,510.688	8,680.788	8,854.582	9,031.902	9,212.412	9,488.635
		Annual	86,614.775	89,641.305	92,673.880	95,829.370	98,926.425	102,128.260	104,169.455	106,254.980	108,382.820	110,548.945	113,863.620
RN/RPN (15-Year Scale)	2015	Hourly	43,844	45,377	46,911	48,509	50,077	51,698	52,731	53,788			
		Monthly	7,362.138	7,619.555	7,877.139	8,145.470	8,408.763	8,680.956	8,854.414	9,031.902			
		Annual	88,345.660	91,434.665	94,525.665	97,745.635	100,905.155	104,171.470	106,252.965	108,382.820			
RN/RPN (20-Year Scale)	2015	Hourly	44,722	46,285	47,850	49,480	51,078	52,732	53,787	54,863			
		Monthly	7,509.569	7,772.023	8,034.813	8,308.517	8,576.848	8,854.582	9,031.734	9,212.412			
		Annual	90,114.830	93,264.275	96,417.750	99,702.200	102,922.170	106,254.980	108,380.805	110,548.945			
RN/RPN (25-Year Scale)	2015	Hourly	46,064	47,674	49,286	50,964	52,610	54,314	55,401	56,508			
		Monthly	7,734.913	8,005.259	8,275.941	8,557.705	8,834.096	9,120.226	9,302.751	9,488.635			
		Annual	92,818.960	96,063.110	99,311.290	102,692.460	106,009.150	109,442.710	111,633.015	113,863.620			
Weekend Worker - RN/RPN	2015	Hourly	49,435	51,160	52,891	54,694	56,456	58,287	59,453	60,641	61,854	63,091	64,984
		Monthly	8,300.960	8,590.617	8,881.280	9,184.034	9,479.903	9,787.359	9,983.150	10,182.635	10,386.318	10,594.030	10,911.897
		Annual	99,611.525	103,087.400	106,575.365	110,208.410	113,758.840	117,448.305	119,797.795	122,191.615	124,635.810	127,128.365	130,942.760
Weekend Worker - RN/RPN	1872	Hourly	53,212	55,069	56,931	58,872	60,769	62,739	63,994	65,273	66,579	67,911	69,948
		Monthly	8,901.072	9,211.517	9,521.850	9,843.700	10,166.500	10,490.167	10,814.833	11,140.500	11,467.167	11,794.833	12,122.500
		Annual	99,612.864	103,089.168	106,574.832	110,208.384	113,759.568	117,447.408	119,796.768	122,191.056	124,635.888	127,129.392	130,942.656



## APPENDIX “B” -- ACADEMIC ALLOWANCE

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

- (a) Upon completion of an approved clinical course/program, or CNA Certification in a nursing specialty, or an approved course in Gerontology, or the Nursing Unit Administration Course, or a Registered Nurse with a Registered Psychiatric Nurse Diploma, or the Adult Education Certificate, or an Occupational Health Nursing course, or Nursing Foot Care Certification where the nurse is certified, and is using the certification in the practice area assigned, or the University Certificate in Nursing (one year course also called University Diploma in Nursing), or a Baccalaureate Degree in Arts or Science from a recognized university, (or the equivalent), provided such degree (or the equivalent) is relevant to the position held by the nurse:

\$0.298 per hour for all paid hours (2015 annual hours)

- (b) For a Baccalaureate Degree in Nursing, or a Baccalaureate Degree in Psychiatric Nursing, or a Baccalaureate Degree in Science-Mental Health, or a University Certificate in Nursing, as described in (a) above, in addition to a Baccalaureate Degree in Arts or Science, or the equivalent in the opinion of the Employer. Newly graduated nurses with a Baccalaureate Degree in Nursing or Psychiatric Nursing shall have the allowance paid effective first day of work, subject to proof of degree provided within six (6) months of Employer request.

\$0.596 per hour for all paid hours (2015 annual hours)

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

\$0.893 per hour for all paid hours (2015 annual hours)

## APPENDIX “C” -- OCCUPATIONAL CLASSIFICATIONS

- (a) **LICENSED PRACTICAL NURSE (L.P.N.)** -- is a nurse licensed to practice under the Licensed Practical Nurses' Act of Manitoba.
- (b) **REGISTERED PSYCHIATRIC NURSE (R.P.N.)** -- is a nurse licensed to practice as a Registered Psychiatric Nurse under the Regulated Health Professions Act of Manitoba.
- (c) **REGISTERED NURSE (R.N.)** -- is a nurse licensed to practice under the Regulated Health Professions Act of Manitoba and employed in a general duty RN position, or its equivalent.

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
CALVARY PLACE PERSONAL CARE HOME  
AND  
THE MANITOBA NURSES' UNION**

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

The ratification date of the current Collective Agreement occurred on February 4, 2026.

**2. Re: Manitoba Health Premiums**

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

**3. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation**

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

**4. Re: Agency Nurses**

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

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

The Employer further agrees to meet with the Union on a quarterly basis through the NAC meeting process, to review trends and data (number of agency nurses used, reasons for use and process management used to attempt to obtain facility nurses) and explore alternatives to minimize the use of agency nurses to the greatest degree possible. Included in the data provided will be hours of agency nurses used by classification. Such report will be provided to MNU Central on a quarterly basis to facilitate discussion. It is

understood that the information provided may only be discussed at the NAC meetings, and shall not be disclosed or relied upon in any other forum other than the grievance/arbitration procedure.

## **5. Re: Group Benefit Plans**

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

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

## **6. Re: Pensions [Participation in Jointly Trusteed Pension Plan (HEPP)]**

- (i) The parties agree to participate in the Health Care Employees' Pension Plan – Manitoba (HEPP) in accordance with its terms and conditions including an established contributions rate as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.
- (ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this Agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (iii) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this Agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.
- (iv) Employer and employee contribution rates for the HealthCare Employees' Pension Plan – Manitoba (HEPP) to be increased as follows:
  - April 1, 2013 –
    - Employer contribution rate to increase by 0.1% resulting in an overall contribution rate increase of 1.1%

- Employee contribution rate to increase by 0.3% resulting in an overall contribution rate increase of 1.1%.
- (resulting in the new rates of 7.9% up to YMPE and 9.5% for earnings in excess of YMPE)

## **7. Re: Buyback of Healthcare Employees' Pension Plan (HEPP) Pension**

Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

## **8. Re: Provisions for Part-time Nurses Occupying More Than One Position Within Calvary Place**

Whereas the parties are in agreement to allow a nurse to hold more than one position within the Facility;

Therefore the parties are mutually agreed:

1. The definition of "position" shall be agreed as being: Occupational Classification, EFT, Unit(s), and rotation (i.e. day/evening, day/night, evening, night, day).
2. A part-time nurse shall be eligible to apply for and occupy more than one (1) part-time position within the Facility. A part-time nurse wishing to apply for an additional part-time position shall be required to indicate same on the application.
3. Approval to occupy more than one position shall be based on considerations related to the compatibility of work schedules of the positions and operational requirements and, if not conflicting, the application will be considered as per the MNU Collective Agreement.
4. The terms and conditions of employment shall be as provided in the MNU Collective Agreement, except that Articles 1504(f) and 3404 shall have separate application for each position held.
5. \*Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 or the normal full-time hours in two (2) consecutive bi-weekly pay periods.
6. The sum total of the equivalent of one (1) EFT for positions occupied will not be exceeded. Should the sum of the positions occupied equal 1.0 EFT, the employment status will continue to be part-time unless a nurse holds more than

one part-time position on the same unit and it is possible to amalgamate the positions to increase the employment status of the nurse, to full-time.

7. Where applications to occupy more than one position, are awarded, the terms and conditions shall be clearly outlined in the offer of position letter and shall include the following:
- Master rotation and scheduling: In order that the Employer not incur overtime costs, the nurse is not able to be scheduled more than one (1) shift in any one day.
  - Requests for scheduling of vacation, paid/unpaid LOA's etc. must be submitted to each manager or designate and will be considered independently.
  - All salary based benefits (e.g. group life, pension, D & R) and accrued benefits including seniority (vacation, income protection etc.), as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
  - Should the ability to continue to work in more than one (1) position be later found to be unworkable because of changes to the master rotation or restructuring, the nurse will be required to relinquish one (1) of the occupied part-time positions, upon four (4) weeks' notice to the nurse by the Employer.
  - Should the nurse determine they no longer wish to work in more than one (1) part-time position, they shall provide notice of termination of one (1) of the positions, in accordance with the Collective Agreement.
  - Overtime rates shall apply once the combined hours of work in two (2) consecutive biweekly pay periods reach full time hours.
  - The nurse shall work with the managers involved to ensure the accuracy and compliance of the scheduling, benefits etc.

Where an application to occupy more than one (1) position cannot be considered, the nurse shall have the option of having their application considered and if awarded, relinquish their current position.

## **9. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union**

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

1. A nurse employed by the Employer who is elected to the full-time position of President of the Manitoba Nurses' Union, shall be considered as continuing in the employ of the Employer during the nurse's term of office as President of the Manitoba Nurses' Union and shall be considered to be seconded to the Manitoba Nurses' Union during the term of office.

2. For the purposes of administering the period of secondment, the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall function as the official contact person in any dealings with the Employer. In addition the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall be accountable for:

- (i) notifying the Employer, in writing, of the official commencement and termination date of the President's term of office;
- (ii) determining the bi-weekly payroll record of the President and notifying the Employer of same.

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

3. Reimbursement of Employer Costs

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

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

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

4. Income Protection

- (i) The Union President will accumulate income protection credits at the rate of one and one-quarter (1.25) days per month during the period of secondment. In the event that the Manitoba Nurses' Union President is absent during the secondment period due to accident or illness and the income protection credits accumulated during the period of secondment are insufficient to cover full payment of sick leave, the Employer will pay the Manitoba Nurses' Union President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs

(ii) and (iii) below.

- (ii) Upon the nurse's return to work following the period of secondment the amount of income protection accumulated during the period of secondment will be reconciled against the amount of income protection utilized during this same period. In the event the difference is positive i.e. the amount accumulated is greater than the amount utilized, the nurse will be eligible to utilize the difference (unutilized income protection credits) at a future date. It is understood that utilization of these income protection credits may only occur once the nurse exhausts all income protection credits accumulated during their normal course of employment with the Employer.
- (iii) It is further understood that these income protection credits shall not be stored in the nurse's income protection bank within the computerized payroll system. Following the period of secondment, a record of these credits will be provided to the nurse along with a copy in the personnel file of the nurse. In the event and at the point that the nurse wishes to utilize these income protection credits, they will advise the Human Resources Department. The Employer will pay said income protection and bill the Manitoba Nurses' Union for the cost.

5. Disability & Rehabilitation Plan (D & R)

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

6. Accumulation of Paid Vacation

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

For the purposes of reconciliation, the Employer is financially responsible for the vacation earned by the nurse while they are engaged in their normal course of employment with the Employer and the Manitoba Nurses' Union is financially responsible for the vacation earned by the nurse during the period of secondment.

7. Seniority/Service

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

Nurses' Union President shall count toward the granting of the next increment.

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

## **10. Re: Letter of Understanding – HEPP COLA Fund**

The Parties have reached agreement concerning the establishment of a HEPP COLA Fund in accordance with the following:

1. COLA Fund - A "COLA" Fund(s) will be established effective April 1, 2014.
2. Dedicated COLA Monies - The monies contributed to the "COLA" Fund(s) will be "dedicated" monies for the specific purpose of providing ad hoc COLA adjustments to HEPP Retirees.
3. Equal Contributions - The "COLA" Fund(s) will be funded by equal contributions from Employers and Employees.
4. Funding: - Effective the following dates – COLA contributions, in the amounts per year, listed following from each of the Employer(s) and Employee(s) shall apply.

Employer:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

Employee:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

- All contributions to the Fund(s) shall be allocated using a method that is in compliance with applicable legislation, the HEPP Plan Text and HEPP Trust Agreement.
  - It is understood and agreed that these contributions shall continue at the specified rates notwithstanding the realization of any surplus funds in any HEPP account unless otherwise agreed by the Plan Settlers
5. Cola Funds - The COLA monies shall be reserved solely for the creation of two, distinct and dedicated COLA Funds with specific allocation as follows:
    - HEPP COLA Fund # 1 - effective April 1, 2014 - for Employees who retire on or after October 1, 2009 shall have an allocation of 0.80% and, effective April 1, 2015, shall have an allocation of 0.90% of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Active Employees Fund").
    - HEPP COLA Fund # 2 - effective April 1, 2015 - for Employees who retired on or before September 30, 2009 shall have an allocation of 0.10% of regular

pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Past Retirees Fund").

6. Segregated Fund(s) - it is the intent of the Parties to establish segregated COLA Fund(s), accordingly:
  - It is understood that statutory exemption may be required to establish the COLA Funds as intended and the Plan Settlers agree to make joint application to the Province of Manitoba to seek changes and or exemptions as may be required.
  - The Plan Settlers also agree to make all reasonable efforts to address and resolve any additional statutory or regulatory issues that may pose a barrier to establishing the COLA Fund(s) as intended - including whether the Plan's status as a Specified Multi-Employer Pension Plan (SMEPP) is affected and in need of any changes as a result of additional contributions to the COLA Fund(s).
7. There shall not be any transfer or allocation of monies from the Active Employees Fund to the Past Retirees Fund without the express agreement of the Plan Settlers.
8. Surplus monies from the Past Retirees Fund may be transferred to the Active Employees Fund at the discretion of the Plan Trustees.
9. Contributions to the Past Retirees Fund shall continue as long as required to pay benefits to eligible pensioners. Thereafter, the contributions dedicated to the Past Retirees Fund shall be allocated to the Active Employees Fund.
10. COLA Payment
  - Earliest Start Date - April 1, 2018.
  - Maximum = 2/3 CPI (Canada) per year.
  - Ad hoc - as Fund will allow.

## **11. Re: Mediation Process**

The process is intended to create a harmonious relationship in order to promptly resolve grievances in an economical fashion.

On this basis, the parties may agree to use mediation in an attempt to resolve the grievance, where it is mutually agreed to be appropriate.

Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation.

In the event that either party states that it is inappropriate to utilize the process and prior to a failure to utilize the process, the MNU Labour Relations Officer and the Human Resource Officer or their designate shall review the matter and exchange the positions of the parties.

The parties hereto agree that the following conditions shall apply to the implementation and operation of the Grievance Mediation Process:

**Part 1 GENERAL**

1. It is understood that this process is to continue concurrent with the Collective Agreement. The Collective Agreement is for the period December 13, 2022-March 31, 2024 to the date of ratification of a new Collective Agreement, and subject to the Term of the Collective Agreement.
2. The Grievance Mediator shall be an individual jointly approved by MNU and Calvary Place
3. It is recognized that Grievance Mediation is a voluntary process and either party may request that any grievance be submitted for Mediation however, both parties must agree on each case to be so submitted. Where such mutual agreement cannot be reached then the provisions of the Collective Agreement regarding Arbitration shall apply.
4. It is understood that if an opinion from the Grievance Mediator is sought, it is advisory in nature and is non-binding on either party. Where one or both of the parties does not accept the opinion of the Mediator then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement.
5.
  - a) It is understood that where the parties agree to abide by the opinion of the Mediator, it is done so on a without precedent or prejudice basis.
  - b) An opinion expressed by the Grievance Mediator regarding any issue shall not be submitted to any future Grievance Mediator nor to any Arbitrator.
6. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached. If there are any costs related to mediation, they shall be shared equally between the parties.
7. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during, or after its referral to a Grievance Mediator.
8. It is expressly understood that Grievance Mediation is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

**Part 2 SUBMISSION OF GRIEVANCE**

1. In all cases the grievance procedure contained in the Collective Agreement will continue to apply; however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to Grievance Mediation. Where such a request is made, the time limits referenced in the Grievance/Arbitration procedure shall be temporarily suspended until:

- a) the other party advises the party who has made such a request that it does not agree to refer the matter to Grievance Mediation, or
- b) fourteen (14) calendar days have elapsed from the date the request was made, and the other party has failed to respond, or
- c) fourteen (14) calendar days have elapsed from the date upon which the Grievance Investigator issued their written opinion.

When any one of the events referred to in a), b), or c) above occur, the time limits for referring the matter to arbitration shall commence as if the grievance procedure had been exhausted on that date.

### **Part 3 HEARINGS**

1. Hearings will normally be held on the premises of the facility where the grievance originated from; however, the Mediator may, with the consent of both parties, choose a more appropriate location.
2. The parties agree not to be represented at any Grievance Mediation hearing by legal counsel. Attendance at hearings shall be limited to a maximum of four (4) employees from the bargaining unit and/or the Union, and four (4) Employer and/or representatives. This stipulation shall not prevent the Grievance Mediator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.
3. The parties agree to provide the Mediator with a jointly prepared statement of facts in an effort to narrow the scope of any dispute and to minimize the need to present evidence through witnesses. The Grievance Mediator may through the course of their investigation determine additional facts relevant to the resolution of the matter and shall advise the parties accordingly.
4. Hearings shall be held in an informal manner; however, the Mediator shall conduct any hearing in a manner deemed by them to be effective. Witnesses will not give evidence under oath, but the Mediator may act as a participant in attempting to resolve areas of conflicting evidence.
5. Each party shall pay for their own costs associated with any witnesses (wages, payroll costs, and expenses) that are used to provide information as part of their evidence. The Employer will be responsible for paying the grievor for the time of attendance at the mediation hearing at straight time rates.

## **12. Re: Return of Service Agreements**

WHEREAS the parties recognize the importance of enhancing nursing skills for specialized areas including, but not limited to, Critical Care, Dialysis, Advanced

Emergency, Chemotherapy; and/or initiatives related to the recruitment of nurses including, but not limited to, relocation expense allowances;

AND WHEREAS such education/training and recruitment initiatives are a significant investment by the health care system;

NOW THEREFORE the parties agree that the Employer may enter into a Return of Service Agreement with an individual nurse as follows:

1. A Return of Service Agreement must be agreed to and signed by the Union, the nurse and the Employer. A copy of the agreement will be provided to the Union and the nurse.
2. All terms and conditions agreed to in an executed Return of Service Agreement shall be fulfilled by the individual nurse and the Employer.
3. Notwithstanding the above, should the nurse not fulfill the terms of an executed Return of Service Agreement, the nurse shall be indebted to the Employer for the amount of debt owing for any unfulfilled portion of the terms and conditions. Recovery of any debt owing to the Employer shall be considered an authorized deduction in accordance with Article 40 but shall not be considered an overpayment. If, for any reason, the debt owing cannot be recovered through a payroll deduction, the Employer may pursue other means of recovery including, but not limited to, initiating a civil action in a Manitoba Court.
4. Return of Service Agreements shall not conflict with any other terms of the applicable Collective Agreement
5. The terms of the Return of Service Agreement shall include, but not be limited to:
  - (a) The monetary value of the Return of Service Agreement.
  - (b) The calendar time and hours worked required to fulfill the agreement.
  - (c) In the case of nursing skills enhancement, the expected date of completion of the program.
  - (d) The unit where the hours must be worked in order to count towards fulfillment of the agreement, which can be amended by mutual consent of the nurse and Employer.
  - (e) The amount of monetary repayment shall be assessed and hours worked toward fulfillment of the nurse's obligation shall be taken into account. Any such amounts shall be prorated based on the total hours of work required for the original term of fulfillment of the agreement.
  - (f) In the event that an Employer is no longer able to provide a nurse with the opportunity to fulfill the terms of the agreement, the nurse shall not be obligated for repayment and the agreement shall become null and void.
  - (g) In the event of an approved leave of absence, during the repayment period, the Employer and the individual nurse shall meet to revise the calendar time and

hours worked required to fulfill the agreement. The nurse can elect to include the Union in such meeting.

- (h) Should the nurse fail to return to work as required under the Return of Service Agreement, the nurse is indebted to the Employer as per paragraph 3 above.
- (i) In the event of the death of a nurse prior to completion of any of the requirements of a Return of Service Agreement, the nurse's estate shall not be obligated to the Employer for any repayment and the agreement shall become null and void.

### **13. Re: Undergraduate Nursing Employee (UNE)**

Nursing students who have completed an appropriate amount of the curriculum and clinical experience are a valuable resource to support the existing collaborative health care team to provide patient centered care within the health care system;

1. The UNE will be a nursing student enrolled in an Employer-approved nursing education program leading to initial entry to practice as a Registered Nurse (RN) or Registered Psychiatric Nurse (RPN). When a UNE is no longer enrolled in the approved nursing education program the UNE is no longer permitted to work as a UNE.

The UNE position provides an opportunity for the nursing student to consolidate the knowledge and skill acquired in their nursing education program towards competency in the range and complexity of RN or RPN practice. The UNE is an unregulated member of the collaborative health care team who provides patient centered care under the supervision of the RN or RPN.

2. All regular hours accrued while working in the casual UNE position will be credited towards seniority and increment hours when such nurse acquires a part time or full time position as a Graduate Nurse or Registered Nurse or Graduate Psychiatric Nurses or registered Psychiatric Nurse.
3. The parties recognize that there may be a gap in time between when the UNE is officially graduated and when they write the NCLEX in order to become a registered nurse. The parties agree that in recognition of the potential gap in time the UNE will be able to maintain their casual seniority for a period of one hundred twenty (120) days post graduation during the period of time they are waiting to write the NCLEX. This allows the UNE to utilize such seniority for the purposes of vacancy selection in accordance with the collective agreement.

In the event one hundred twenty (120) days are exceeded, unless there are extenuating circumstances, the UNE will be terminated and no longer be eligible to use casual seniority hours accrued.

As a casual employee, the UNE will be subject to the provisions of Article 35 – Special Understanding re Casual Nurses, with the exception of:

- a. Article 3503
    - i. the allowance as outlined in Article 18;
    - ii. Responsibility Pay premium outlined in Article 19;
    - iii. the Employer Sponsored Education Development allowance in Article 2407.
  - b. Article 3505 – UNE's will be paid 5% Recognized Holiday pay
4. The UNE will be compensated in accordance with Appendix “A” of the Collective Agreement.

Utilization and employment of UNEs shall not result in elimination or reduction of positions for all other classification of nurses, nor result in the reduction of the availability of additional available shifts, or a reduction in the hours that would otherwise be available for any other classification of nurses. The parties will agree to meet upon confirmation of the required issues in #6 above to discuss implementation of the UNE classification. Subsequently, the parties shall discuss the ongoing role of the UNE at the applicable Nursing Advisory Committee (NAC) meeting and address issues raised by the parties to ensure the successful implementation of this classification. In the event that there is a permanent increase or decrease to the nursing complement or there is a change to the master rotation on a unit where the UNE is utilized, the Employer will advise the Union of such change.

#### **14. Re: Internationally Educated Nurse/Nurse Re-Entry/Refresher Program- Undergraduate Nursing Employee (IEN/NREP-UNE)**

WHEREAS Internationally educated nurses, and nationally educated/trained nurses who are in the process of reentering the workplace, have met a certain level of competencies as confirmed through the completion of the Clinical Competence Assessment and are on the pathway to becoming Registered Nurses with the College of Registered Nurses of Manitoba (CRNM), are deemed to be considered equivalent to having completed an appropriate amount of the curriculum and clinical experience of a nursing student, are a valuable resource to support the existing collaborative health care team to provide patient centered care within the health care system;

AND WHEREAS the parties have, by agreement, expanded upon the Undergraduate Nursing Employee classification and created an additional sub-classification of Undergraduate Nursing Employee for those internationally educated nurses and nationally educated/trained nurses who are reentering the workplace as undergraduate nurses in order to provide the same opportunity for additional orientation, training and support in the workplace that has been afforded to the current Undergraduate Nursing Employees,

AND WHEREAS these undergraduate nurses are included in the bargaining unit, and will have the opportunity to utilize rights in the Collective Agreement to apply for nursing positions as an internal candidate;

AND WHEREAS the intention of this Memorandum is to support recruitment and retention efforts within the Province of Manitoba, not to affect the hours or positions of nurses in other classifications;

NOW THEREFORE the parties agreed and created a new variation of the Undergraduate Nursing Employee (UNE) hereby referred to as Internationally Educated Nurse/Nurse Re-Entry Program- Undergraduate Nursing Employee (IEN/NREP- UNE), as follows:

1. The UNE classification will be adjusted to include a sub-classification called IEN/NREP-UNE.
2. The IEN/NREP- UNE will be an internationally educated nurse who is on the pathway to becoming a Registered Nurse with the CRNM, or is a nationally educated nurse who is on the pathway to becoming a Registered Nurse with CRNM via the Nurse Re-Entry Program currently offered by Red River College or Refresher Program offered for the RPN. The internationally educated nurse must provide the Employer their Clinical Competence Assessment results and proof of enrollment to the relevant Nurse Re-Entry or Refresher Program. The Clinical Competence Assessment provides the Employer the baseline assessment of clinical competence and areas of focus for support and development in order to address those competency gaps. Enrollment in the Nurse Re-Entry or Refresher program assures the Employer that any knowledge gaps will be addressed by the relevant educational programs.
3. The IEN/NREP- UNE position provides an opportunity for the IEN/NREP undergraduate nurse to consolidate the knowledge and skill acquired in their nursing education program towards competency in the range and complexity of RN or RPN practice. The IEN/NREP UNE is an unregulated member of the collaborative health care team who provides patient centered care under the supervision of the RN or RPN.
4. The IEN/NREP- UNE may be hired into a casual, part-time or full- time position. The terms and conditions of the MNU Collective Agreement shall apply as a whole with the following exceptions:
  - a. Where an IEN/NREP- UNE has been hired as casual, all regular hours accrued while working in this casual position will be credited towards seniority and increment hours when such nurse acquires a part- or full-time position as a Graduate or Registered Nurse or as a Graduate Psychiatric Nurse or Registered Psychiatric Nurse.

5. All regular hours accrued while working in the casual IEN/NREP-UNE position will be credited towards seniority and increment hours when such nurse acquires a part time or full time position as a Graduate Nurse or Registered Nurse or Graduate Psychiatric Nurses or Graduate Psychiatric Nurse.
6. The parties recognize that there may be a gap in time between when the IEN/NREP-UNE is officially graduated and when they write the NCLEX in order to become a Registered Nurse. The parties agree that in recognition of the potential gap in time the IEN/NREP-UNE will be able to maintain their casual seniority for a period of one hundred twenty (120) days post graduation during the period of time they are waiting to write the NCLEX. This allows the IEN/NREP-UNE to utilize such seniority for the purposes of vacancy selection in accordance with the Collective Agreement.

In the event one hundred twenty (120) days are exceeded, unless there are extenuating circumstances, the IEN/NREP-UNE will be terminated and no longer be eligible to use casual seniority hours accrued.

7. Utilization and employment of IEN/NREP- UNEs shall not result in elimination or reduction of positions for all other classification of nurses, nor result in the reduction of the availability of additional available shifts, or a reduction in the hours that would otherwise be available for any other classification of nurses. The parties shall discuss the ongoing role of the IEN/NREP- UNE at the applicable Nursing Advisory Committee (NAC) meeting and address issues raised by the parties to ensure the successful implementation of this classification. In the event that there is a permanent increase or decrease to the nursing complement or there is a change to the master rotation on a unit where the IEN/NREP-UNE is utilized, the Employer will advise the Union of such change.

## **15. Re: Reduction of EFT**

Where a nurse is in receipt of pension benefits and/or has achieved Rule of 80 or is otherwise eligible to retire in accordance with their respective pension plan without early retirement penalty and has indicated an intention to consider retirement, the following shall apply:

- (a) The nurse shall communicate in writing to the Employer that they qualify as per the conditions outlined above and are considering retirement and;
- (b) The nurse currently holds a 0.7 EFT or greater and rather than retire or take a casual position, wishes to reduce their EFT.

The Employer shall where reasonably practicable make the necessary adjustments to accommodate the request of the nurse. Such requests shall be considered in order of seniority amongst eligible nurses.

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
CALVARY PLACE PERSONAL CARE HOME INC.  
AND  
THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement
2. Re: Manitoba Health Premiums
3. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation
4. Re: Agency Nurses
5. Re: Group Benefit Plans
6. Re: Pensions [Participation in Jointly Trusteed Pension Plan (HEPP)]
7. Re: Buyback of Healthcare Employees' Pension Plan (HEPP) Pension
8. Re: Provisions for Part-time Nurses Occupying More Than One Position Within Calvary Place
9. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union
10. Re: Letter of Understanding – HEPP COLA Fund
11. Re: Mediation Process
12. Re: Return of Service Agreements
13. Re: Undergraduate Nursing Employee (UNE)
14. Re: Internationally Educated Nurse/Nurse Re-Entry/Refresher Program- Undergraduate Nursing Employee (IEN/NREP-UNE)
15. Re: Reduction of EFT

FOR THE EMPLOYER:

 CEO \_\_\_\_\_

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FEB 27 2026

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FOR THE UNION:

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Signed the 9<sup>th</sup> day of February, 2026.

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
CALVARY PLACE PERSONAL CARE HOME INC.  
AND  
THE MANITOBA NURSES' UNION**

**Re: Nurse Patient Ratios**

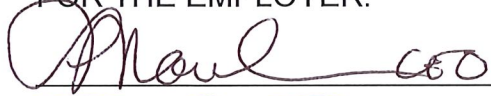

WHEREAS the Government establishes minimum Nurse Patient Ratios ("NPRs") as part of long term care;

AND WHEREAS the Parties acknowledge their respective commitments to quality health care and patient safety, and agree that Nurses play a pivotal role in the quality of the health care system, including Calvary Place;

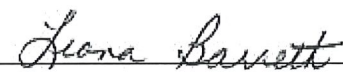


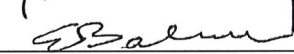
NOW THEREFORE THE PARTIES AGREE THAT:

Calvary Place will review and engage in meaningful discussions with the Manitoba Nurses' Union at the Union Management Committee regarding implementation of any NPR recommendations that are made by the Minister of Health and are applicable to Calvary Place.

FOR THE EMPLOYER:

  
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FEB 27 2026  
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FOR THE UNION:

  
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Signed the 9<sup>th</sup> day of February, 2026.

*Although not incorporated into the Collective Agreement proper, the following Memoranda form part of the overall Memorandum of Settlement with respect to the ratification of this Collective Agreement.*

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
CALVARY PLACE PERSONAL CARE HOME INC.  
AND  
THE MANITOBA NURSES' UNION**

**Re: Full-Time Hours Salary Enhancement– 2015 Annual Hours**

**PREAMBLE:**

The Provincial Healthcare System continues to experience a long standing and severe nursing shortage. The parties recognize the critical role nurses play in the provision of patient care. The nursing shortage has caused unprecedented challenges on a variety of aspects of the health care system and nurses.

The parties further recognize that the aforementioned nursing shortage has also caused financial hardship to the health care system by virtue of excessive overtime, and agency expenditures that ought instead be invested in Manitoba's public healthcare system.

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

Therefore, a Full-Time Hours Salary Enhancement (herein after referred to as "The Salary Enhancement") has been created as a two (2) year pilot project beginning on April 1, 2025 and ending March 31, 2027.

**A. INCENTIVE PARAMETERS:**

1. Nurses holding a full-time EFT (1.0) shall be entitled to The Salary Enhancement based on the following parameters:
  - a) Full-time nurses must be employed in one of the following classifications: LPN, RN and RPN.
  - b) Eligible nurses will be paid in the form of a pensionable hourly premium of \$5.95 per hour for all hours paid at regular rates subject to paragraphs (f), (g) and (h) below.
  - c) The Salary Enhancement will be paid on the basis of the adjusted salary scales as listed in Schedule "A" for illustration purposes only.
  - d) The Salary Enhancement will not apply to overtime hours or overtime rates.

- e) The Salary Enhancement applies to a nurse who occupies a Full-Time Weekend Worker position, within the classifications noted in a) above, who has an annual hours base of 1872.
  - f) The Salary Enhancement will apply to any full-time nurse for any period where the nurse is on an approved WCB claim during the eligible period.
  - g) The Salary Enhancement is not provided to any full-time nurse for any periods of unpaid leave.
  - h) Where a nurse is on a paid sick leave of four (4) weeks or less, The Salary Enhancement shall be applied. For clarity, where a nurse is on a paid sick leave of four (4) weeks or more, The Salary Enhancement shall be applied only to the first four (4) weeks of the leave.
  - i) Compensation for full-time nurses will be at the end of each fiscal quarter within the fiscal year and is in the form of a retroactive salary adjustment paid once funding is received from the WRHA.
2. Part time and/or casual nurses working up to the equivalent of a full time EFT shall be entitled to The Salary Enhancement based on the following parameters:
- a) Part time and/or casual nurses must be employed in one of the following classifications: LPN, RN and RPN.
  - b) For part time and/or casual nurses working up to the equivalent of full-time hours, The Salary Enhancement will be paid in the form of a pensionable hourly Salary Enhancement of \$5.95 per hour for all hours paid at regular rates.
  - c) The Salary Enhancement will not apply to overtime hours or overtime rates.
  - d) Part time and/or casual nurses on an accepted WCB claim shall qualify for The Salary Enhancement, if prior to going on WCB they had worked sufficient hours to qualify for The Salary Enhancement in the preceding eight (8) weeks.

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

- A nurse holds a part time or casual position:
  - The assessment of full-time equivalency will be based on 2015 annual hours, however the annual period will be split and subsequently calculated over two (2) separate six (6) month periods, with each six (6) month period consisting of 1007.5 paid hours.
  - The two (2) six-month periods are as follows:
    - April 1<sup>st</sup> to September 30<sup>th</sup> – 1007.5 hours with payment being made once funding is received from the WRHA.
    - October 1<sup>st</sup> to March 31<sup>st</sup> – 1007.5 hours with payment being made once funding is received from the WRHA.

- Part time Nurse (casual excluded) exceptions. The exceptions that are applied towards eligibility of The Salary Enhancement for a part-time nurse are as follows in each six (6) month period: *(reduces amount of The Salary Enhancement based on eligible paid hours but not eligibility)*
  - a) A nurse is on an approved unpaid leave of absence of four (4) weeks or less.
  - b) A nurse is on approved union leave of four (4) weeks or less.
  - c) The aforementioned leaves can be taken individually or in combination of up to a maximum of four (4) weeks in the eligibility period.
  - d) A nurse is on any period of approved WCB claim subject to 2 d) b) above.
  - e) A nurse who has not achieved sufficient qualifying hours may choose to utilize accrued banked overtime to top up eligible hours to a maximum of 38.75 hours. Such request shall be made in writing within two (2) pay periods prior to the eligibility period end. The requested hours will be paid straight time rates.
  - f) A nurse shall be granted an exception of up to 38.75 hours to supplement eligibility to achieve payment of The Salary Enhancement if unable to pick up additional shifts due to extenuating circumstances. Extenuating circumstances shall be given all reasonable consideration. The nurse shall make written application to the Employer to apply said hours two (2) weeks after the eligibility period end date.
  - g) A nurse shall be granted an exception of 50 hours to address stat time off equivalent to full-time nurses. The nurse shall make written application to the Employer to apply said hours at the end of, but no later than two (2) weeks after, the eligibility period end date.
  - h) Notwithstanding the above, the combination of exception hours as provided for in e), f), and g) shall not exceed a combined total of 110 hours.
  - i) Where a part time nurse who has worked or has been working sufficient hours to otherwise qualify for The Salary Enhancement and is allotted a period of vacation that has not accrued full time paid hours, the unpaid vacation period which reflects the shortage of hours would be eliminated from consideration for The Salary Enhancement and the remaining period of eligibility would be prorated to reflect the removal from consideration for the hours the nurse was short of full time paid hours, during the vacation period.

For example:

April 1-September 30

A .5 EFT nurse who did not earn any additional vacation pay in the previous year and works full time hours except for a 2-week period where they are on vacation. For those

2 weeks, they will be deemed to have worked full time however The Salary Enhancement eligibility threshold will be prorated as follows:

1007.5 less the shortage of hours in the vacation period ( $77.5 \times .5$ ) 38.75 = 968.75 hours

If the nurse achieves the 968.75 qualifying hours they would remain eligible for The Salary Enhancement, despite not achieving the 1007.5, however the amount of The Enhancement is prorated based upon \$5.95 on eligible hours paid.

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

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

**B. OBLIGATIONS OF THE PARTIES:**

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

**UNION WILL AGREE:**

- Eligibility for The Salary Enhancement is only for hours paid at regular rates (overtime hours do not apply towards eligibility for The Salary Enhancement), subject to the terms and conditions identified in this MOU.
- The Salary Enhancement will be for a two (2) year trial period commencing April 1, 2025 and ending March 31, 2027.
- Hours paid at regular rates include: vacation, income protection of less than four (4) weeks, and all other paid leaves approved by the Employer.
- For a nurse who holds a 1.0 EFT they shall still qualify for The Salary Enhancement if the nurse is on an unpaid leave of absence of less than four (4) weeks.
- Part-time and/or casual nurses off on WCB who would otherwise qualify for The Salary Enhancement by virtue of established EFT or previous established pattern of working sufficient, hours in the previous eight (8) weeks, to qualify on a consistent basis are eligible for qualification to the full-time Salary Enhancement.
- For the duration this full-time Salary Enhancement is in effect, income protection may not be utilized for shifts paid at overtime rates. For clarity, income protection

can be utilized when a nurse is unable to attend work for a shift (or portions thereof) paid at regular rates or scheduled at regular rates of pay.

**EMPLOYER WILL AGREE:**

- Employer will establish a mechanism that allows for nurses to readily view and apply for all available shifts within the site.
- The Employer will provide to the Union:
  - Agency hours and agency costs for the fiscal year 2023/24
  - Overtime hours and overtime cost for the fiscal years 2023/24
  - Total vacant positions (broken down by EFT for the qualifying classifications) as of an agreed to date
  - Most current vacancy rates for the qualifying classifications available as of an agreed to date.
  - Total vacant positions (broken down by EFT) as of March 31, 2025, March 31, 2026, March 31, 2027.
- The Employer and Union agree the information as contained in Schedule “B” is accurate.
- The Employer commencing fiscal year April 1, 2025 will provide quarterly reports to the Joint Nursing Council sub-committee. The following information will be provided:
  - Agency hours and agency cost;
  - Overtime hours and overtime cost (including a break out total of mandatory overtime);
  - Nurse vacancy rates;
  - Count of all vacant positions;
  - Net increase or decrease of EFTs
  - Cost of implementation of the incentive vs. cost saved from reduction of agency and overtime.
  - Any information reasonably necessary to determine the efficacy of The Incentive in reducing overtime, agency usage and/or vacancy rates.
- The Salary Enhancement shall be applied to all hours paid at regular rates of pay for qualifying nurses beginning on April 1, 2025.
- Wherever reasonably possible, the Employer will provide the greatest opportunity for nurses to access The Salary Enhancement. For clarity, the Union retains the ability to grieve the reasonability of disqualification of a nurse from The Salary Enhancement due to an Employer imposed change.

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

**THE PARTIES AGREE:**

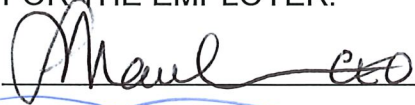
- The implementation, monitoring, continuation, or modification of this Pilot Project is expressly contingent upon, and subject to the outcomes of Central Table Bargaining between the Manitoba Nurses Union and Provincial Health Labour Relations Services (PHLRS). Nothing in this provision shall be interpreted as binding the Employer to participate in, implement, or administer this Pilot Project except to the extent that such participation is permitted or authorized pursuant to the terms of the Central Table – Provincial Health Employer Organizations Collective Agreements.
- Subject to the foregoing, the pilot project shall be monitored quarterly by the Joint Nursing Council or designated sub-committee which will also include a representative of the Manitoba Government as defined in the Provincial Health Employer Organizations Collective Agreements.
- Any modification of eligibility parameters or other elements of the Pilot Project may occur only where permitted under Central Table Bargaining and where mutually agreed upon between the parties. Should The Salary Enhancement not achieve a measurable improvement confirmed via the set of baseline data above, the parties shall meet to consider modification or revision of The Salary Enhancement, subject to authority from the funder. Any changes prior to the expiry of the trial period require mutual agreement of the parties and consistency with terms agreed to in the Provincial Health Employer Organizations Collective Agreements or applicable Memorandum of Agreements.
- The Salary Enhancement may only be discontinued after the trial period, and only where such discontinuation is not inconsistent with the terms agreed to in the Provincial Health Employer Organizations Collective Agreements or applicable Memorandum of Agreements, if it proves to be ineffective in reducing overtime and/or agency use to a significant degree.
- If after the trial period, and subject to the terms agreed to in the Provincial Health Employer Organizations Collective Agreements or applicable Memorandum of Agreements, the Salary Enhancement is discontinued, the Employer agrees that it shall meet promptly with the Union to collaborate and develop alternative and meaningful enhancements that shall significantly and tangibly:
  - (i) improve the retention and recruitment of nurses; and/or
  - (ii) reduce or eliminate agency nurse use and/or excessive overtime; and/or address new challenge(s) that have arisen within the Healthcare Sector
- Where one party intends to assert The Salary Enhancement ought to be discontinued, they shall provide notice in writing to the other party no later than

ninety (90) days prior to the expiry of the trial period, subject to the terms agreed to in the Provincial health Employer Organizations Collective Agreements or applicable Memorandum of Agreements, The parties shall meet no later than ten (10) days after such notice is provided, and thereafter as often as required in order to establish a new enhancement prior to the expiry of this incentive, where permitted.

**For the duration of the Full-Time Hours Salary Enhancement incentive as prescribed in the MOU, the parties agree that no income protection may be utilized for overtime shifts for any nurse in any classification. Nurses shall be entitled to utilize accrued income protection credits for additional shifts scheduled at regular rates of pay. For clarity, this applies to all classifications irrespective of whether or not covered by this MOU.**

FOR THE EMPLOYER:

FOR THE UNION:


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FEB 27 2026

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Signed the 9<sup>th</sup> day of February, 2026.

FTSE Scale 2025

A1. Effective April 1, 2025

Hourly Rates include a 2.75% General Wage Increase + \$5.95 FTSE. Other Market Adjustments as Noted

Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25	
Licensed Practical Nurse	2015	Hourly	39,184	40,273	41,346	42,652	43,845	45,184	46,578	47,798	48,636	49,490	50,796
		Monthly	6,579,647	6,762,508	6,942,683	7,161,982	7,362,306	7,587,147	7,821,223	8,026,081	8,166,795	8,310,196	8,529,495
		Annual	78,955,760	81,150,095	83,312,190	85,943,780	88,347,675	91,045,760	93,854,670	96,312,970	98,001,540	99,722,350	102,353,940
Weekend Worker - Licensed Practical Nurse	2015	Hourly	44,170	45,421	46,655	48,155	49,531	51,066	52,675	54,075	55,037	56,018	57,520
		Monthly	7,416,879	7,626,943	7,834,152	8,086,027	8,317,080	8,574,833	8,845,010	9,080,094	9,241,630	9,406,356	9,658,567
		Annual	89,002,550	91,523,315	94,009,825	97,032,325	99,804,965	102,897,990	106,140,125	108,961,125	110,899,555	112,876,270	115,902,800
RN/IRPN	2015	Hourly	47,683	49,141	50,602	52,123	53,615	55,158	56,141	57,146	58,171	59,215	60,812
		Monthly	8,006,770	8,251,593	8,496,919	8,752,320	9,002,852	9,261,948	9,427,010	9,595,766	9,767,880	9,943,185	10,211,348
		Annual	96,081,245	99,019,115	101,963,030	105,027,845	108,034,225	111,143,370	113,124,115	115,149,190	117,214,565	119,318,225	122,536,180
RN/IRPN (15-Year Scale)	2015	Hourly	48,517	50,005	51,495	53,046	54,568	56,142	57,145	58,171			
		Monthly	8,146,813	8,396,673	8,646,869	8,907,308	9,162,877	9,427,178	9,595,598	9,767,880			
		Annual	97,761,755	100,760,075	103,762,425	106,887,690	109,954,520	113,126,130	115,147,175	117,214,565			
RN/IRPN (20-Year Scale)	2015	Hourly	49,369	50,887	52,406	53,989	55,540	57,146	58,170	59,215			
		Monthly	8,289,878	8,544,775	8,799,841	9,065,653	9,326,092	9,585,766	9,767,713	9,943,185			
		Annual	99,478,535	102,537,305	105,598,090	108,787,835	111,913,100	115,149,190	117,212,550	119,318,225			
RN/IRPN (25-Year Scale)	2015	Hourly	50,672	52,235	53,800	55,430	57,028	58,682	59,737	60,812			
		Monthly	8,508,673	8,771,127	9,033,917	9,307,621	9,575,952	9,853,686	10,030,838	10,211,348			
		Annual	102,104,080	105,253,525	108,407,000	111,691,450	114,911,420	118,244,230	120,370,055	122,536,180			
Weekend Worker - RN/IRPN	2015	Hourly	53,945	55,620	57,300	59,051	60,762	62,539	63,671	64,825	66,002	67,203	69,041
		Monthly	9,036,265	9,339,525	9,621,625	9,915,647	10,202,953	10,501,340	10,691,422	10,885,198	11,082,836	11,284,504	11,583,135
		Annual	108,689,175	112,074,300	115,459,500	118,987,765	122,435,430	126,016,085	128,297,065	130,622,375	132,994,030	135,414,045	139,117,615
Weekend Worker - RN/IRPN	1872	Hourly	57,612	59,415	61,223	63,107	64,949	66,862	68,080	69,322	70,590	71,883	73,861
		Monthly	8,987,472	9,266,740	9,550,788	9,844,892	10,132,044	10,430,472	10,620,480	10,814,232	11,012,040	11,213,748	11,522,316
		Annual	107,849,664	111,224,880	114,609,456	118,136,304	121,584,528	125,165,664	127,445,760	129,770,784	132,144,480	134,564,976	138,267,792

FTSE Scale 2026

A1. Effective April 1, 2026

Hourly Rates include a 3.0% General Wage Increase + \$5.95 FTSE. Other Market Adjustments as Noted

Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25	
Licensed Practical Nurse	2015	Hourly	40,523	41,656	42,772	44,131	45,372	46,765	48,215	49,484	50,356	51,245	52,803
		Monthly	6,804,487	6,994,737	7,182,132	7,410,330	7,618,715	7,852,623	8,096,102	8,309,188	8,455,612	8,604,890	8,832,920
		Annual	81,653,845	83,936,840	86,185,580	88,923,965	91,424,580	94,231,475	97,153,225	99,710,260	101,467,340	103,258,675	105,995,045
Weekend Worker - Licensed Practical Nurse	2015	Hourly	45,710	47,012	48,295	49,856	51,287	52,884	54,558	56,014	57,015	58,036	59,598
		Monthly	7,615,471	7,894,098	8,109,535	8,371,663	8,611,942	8,880,105	9,161,198	9,405,684	9,573,769	9,745,212	10,007,498
		Annual	92,105,650	94,729,180	97,314,425	100,459,840	103,343,305	106,561,260	109,934,370	112,868,210	114,885,225	116,942,540	120,089,970
RN/RPN	2015	Hourly	48,935	50,437	51,942	53,508	55,045	56,634	57,647	58,682	59,738	60,813	62,458
		Monthly	8,217,002	8,469,213	8,721,928	8,984,885	9,242,973	9,509,793	9,679,892	9,853,686	10,031,006	10,211,516	10,487,739
		Annual	98,604,025	101,630,555	104,663,130	107,818,620	110,915,675	114,117,510	116,158,705	118,244,230	120,372,070	122,538,195	125,852,870
RN/RPN (15-Year Scale)	2015	Hourly	49,784	51,327	52,861	54,459	56,027	57,648	58,681	59,738			
		Monthly	8,361,243	8,618,659	8,876,243	9,144,574	9,407,867	9,680,060	9,853,518	10,031,006			
		Annual	100,334,910	103,423,905	106,514,915	109,734,885	112,894,405	116,160,720	118,242,215	120,372,070			
RN/RPN (20-Year Scale)	2015	Hourly	50,672	52,235	53,800	55,430	57,028	58,682	59,737	60,813			
		Monthly	8,508,673	8,771,127	9,033,917	9,307,621	9,575,952	9,853,686	10,030,838	10,211,516			
		Annual	102,104,080	105,253,525	108,407,000	111,691,450	114,911,420	118,244,230	120,370,055	122,538,195			
RN/RPN (25-Year Scale)	2015	Hourly	52,014	53,624	55,236	56,914	58,560	60,264	61,351	62,458			
		Monthly	8,734,018	9,004,363	9,275,045	9,556,809	9,833,200	10,119,330	10,301,855	10,487,739			
		Annual	104,808,210	108,052,360	111,300,540	114,681,710	117,998,400	121,431,960	123,622,265	125,852,870			
Weekend Worker - RN/RPN	2015	Hourly	55,385	57,110	58,841	60,644	62,406	64,237	65,403	66,591	67,804	69,041	70,934
		Monthly	9,300,065	9,589,721	9,880,385	10,183,138	10,479,008	10,786,463	10,982,254	11,181,739	11,385,422	11,593,135	11,911,001
		Annual	111,600,775	115,076,650	118,564,615	122,197,660	125,748,090	129,437,555	131,787,045	134,180,865	136,625,060	139,117,615	142,932,010
Weekend Worker - RN/RPN	1872	Hourly	59,16	61,02	62,88	64,82	66,72	68,69	69,94	71,22	72,53	73,86	75,90
		Monthly	9,229,272	9,518,964	9,809,436	10,112,232	10,408,164	10,715,484	10,911,264	11,110,788	11,314,524	11,522,316	11,840,088
		Annual	110,751,264	114,227,568	117,713,232	121,346,784	124,897,968	128,585,808	130,935,168	133,329,456	135,774,288	138,267,792	142,081,056

**INDEPENDENT ASSESSMENT COMMITTEE (IAC)**

**IAC Chairpersons 1104 (a) (i)**

Jan Currie  
Kim Fraser  
Donna McKenzie  
Sandi Mowat  
Carole Ohryn  
Laurie Walus  
Melody Muswaggon - Alternate