

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN BLOOD SERVICES,
WINNIPEG, MANITOBA**

and

**CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES UNION**

April 1, 2022 to March 31, 2025



A COMMITMENT TO CARING

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THIS AGREEMENT made between

CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA

(Hereinafter called the “Employer”)

PARTY OF THE FIRST PART

AND

**CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES UNION**

(Hereinafter called the “Union”)

PARTY OF THE SECOND PART

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 and continual operation of Canadian Blood Services as a service institution; and to maintain harmonious relationships between the Employer and members of the Union; and to recognize the value of joint discussion and negotiations in matters relating 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 nurses as herein set forth;

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

ARTICLE 1 - SCOPE OF RECOGNITION

101 The Employer recognizes the Canadian Blood Services Nurses Local 62 of the Manitoba Nurses’ Union as the sole bargaining agent for all nurses employed by Canadian Blood Services, Winnipeg, defined in the Manitoba Labour Board Certification Number 5512 issued on the 27th day of July, 1999, or as subsequently revised, and employed in the classification outlined in Appendix “C” attached to and forming part of this Agreement.

ARTICLE 2 - DURATION

201 This Collective Agreement shall be in full force and effect from the first day of April, 2022 up to and including the thirty-first day of March, 2025.

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 provision 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 graduate nurse within the scope of this Agreement, who is employed by the Employer in the occupational classification described in Appendix "C" attached hereto and forming part of this Agreement, subject to Article 3706 herein.

302 The employment status of a nurse shall be defined as:

- (a) Regular "full-time", a nurse who works the full prescribed hours of work specified in Article 13.
- (b) "Part-time", a nurse who works on a regular and continuing basis but for less than the full prescribed hours as specified in Article 13.
- (c) "Casual", a nurse who is 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. The terms of this Agreement shall not apply to a casual nurse, unless otherwise specified.

303 "Term Position"

- (a) A term position means a position occupied by a nurse for up to a maximum of sixty (60) weeks to fill a regular full-time or part-time position which is vacant due to the absence of a nurse through vacation, approved leave of absence or to carry out special short-term projects. The period of time referred to above may be extended by mutual agreement between the Union and the Employer.

- (b) A term position means a position occupied by a nurse for a specified period of time, up to a maximum of eighty (80) weeks to replace a nurse who is on Maternity and/or Parental leave of absence.

304 A "registered nurse" is a person who holds a valid certificate of practice under the Regulated Health Professions Act of Manitoba.

305 A "graduate nurse" means a person whose name is entered on the graduate nurse register of the College of Registered Nurses of Manitoba. The terms of this Agreement shall be applicable to the graduate nurse except as otherwise specified in the Collective Agreement.

306 "Bi-weekly period" shall mean two (2) consecutive weeks constituting the regular pay period.

307 "Weekend" shall mean Saturday and Sunday.

308 Promotion/Demotion:

(a) A "promotion" shall mean the movement of a nurse to an occupational classification with a higher salary scale.

(b) A "demotion" shall mean the movement of a nurse to an occupational classification with a lower salary scale.

309 Definition of Continuous Service/Length of Employment

"Length of Employment" shall mean the period of time since a nurse last became a full-time or part time nurse in a regular or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation, Retiring Allowance and Voluntary Resignation 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 nurse's length of employment or length of service even when a casual nurse subsequently becomes a full-time or part-time nurse.

310 In the interpretation of this Collective Agreement, the gender-neutral pronouns "their", "them", "they" used herein shall mean and include all persons, and the singular shall include the plural and vice versa as applicable.

ARTICLE 4 - MANAGEMENT RIGHTS

401 The parties hereto agree that the operations of the Employer entail working methods, hours and processes which are peculiar to it. The parties hereto further recognize that the function of the Employer is that of a public service with a humanitarian purpose.

402 The Union further acknowledges that it is the exclusive function of the Employer to manage and control its operations, and without limiting the generality of the foregoing to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, transfer, promote, classify, demote, discipline, suspend, layoff, transfer and assign work to nurses, and introduce new or improved methods or facilities, provided that a claim that a nurse has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) manage, control, continue, discontinue in whole or in part the Employer's operations, and without restricting the generality of the foregoing, to determine the number of nurses, schedules of production, kinds and locations of machines and processes to be used and the scheduling and conducting of clinics and deliveries and the determination of their locations, in accordance with the function of the Employer as a humanitarian service.

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

ARTICLE 5 - UNION SECURITY AND REPRESENTATION

501 The Employer agrees to deduct an amount equal to the current union dues as directed in writing by the Manitoba Nurses' Union from the bi-weekly pay of each nurse in the bargaining unit, whether a member of the Union or not. Such letter shall include any dues exemptions. The Employer shall forward such dues to the Manitoba Nurses' Union by the 15th day of the following month, together with 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 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, upon written request, a list including the name, address and telephone number of each nurse currently in the bargaining unit shall be sent to the Union.

This information may only be used by the Union for the purpose of communicating with its members.

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

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

In the event a nurse accepts an out of scope position with the Employer on a temporary/term basis, the Employer will notify the Union of the name of the nurse.

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

503 When a nurse makes known to the Employer or the Union that 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 current list of officers and nurse representatives of the Union and shall provide the Employer with a revised list from time to time as each occasion may require. The Employer shall not be required to recognize or correspond with any officer or representative until the Employer has been so notified in writing.

The Employer also agrees to notify the Union when there are changes in personnel 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 Copies of this Agreement shall be provided by the Union, and the Union will supply a copy to each nurse at the time of hiring unless otherwise agreed between the Employer and the Union.

509 A suitable notice board or notice board space for the use of the Union will be provided by the Employer. Such notice boards shall be located where members of the bargaining unit are regularly employed. 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.

510 The Employer agrees to show on the income tax (T4) slip of each nurse, the total amount of Union dues deducted from their earnings and remitted to the Union.

511 A representative of the Union shall be granted up to thirty (30) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. An Employer representative may be present during this period.

512 No nurse shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

ARTICLE 6 - CONTINUATION OF OPERATIONS

601 The Union agrees that during the life of this Agreement there shall be no strikes, no slowdown of work, suspension or picketing or any other interference with the Employer's operations, and to this end the Union will take affirmative action to prevent any nurse covered by this Agreement from slowing down their work, or suspending or picketing or otherwise interfering with the Employer's operations.

602 The Employer agrees that for the duration of this Agreement, there shall be no lockout.

ARTICLE 7 - NON-DISCRIMINATION

701 The Employer and the Union agree that there shall be no discrimination, harassment, restriction or coercion exercised by reason of race, colour, creed, religion, national origin, political or religious affiliation, sex or marital status, age, membership or non-membership in the Union, physical or emotional handicap, sexual orientation, family status, or conviction for an offense for which a pardon has been received or any applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba, which may be amended from time to time. The Employer and the Union further agree that there shall be no discrimination against any blood donor and/or other volunteers.

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

703 The Employer and the Union agree to reasonably accommodate the special needs of individuals where these needs stem from the group factors specified in the Human Rights Code of Manitoba.

704 In accordance with the Canadian Blood Services Human Rights in the Workplace Policy (Policy), as amended from time to time, the Employer shall:

- (a) provide a work environment free of harassment;
- (b) inform all nurses of this policy, including their rights and responsibilities;
- (c) establish a procedure for receiving and investigating complaints of harassment based on the principles of confidentiality and natural justice.

The Employer will ensure that any revisions to the policy will be provided to the Executive of the Local.

ARTICLE 7A – HEALTH & 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 operate with Union representation for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards.

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

Any nurse who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer 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.

7A05 Whistle Blowing Protection

Nurses who exercise their rights in accordance with the Public Interest Disclosure (Whistleblower Protection) Act, which may be amended from time to time, shall not be subject to discipline or reprisal.

7A06 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 subject to operational requirements.

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 ninety (90) 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 twenty (20) 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. By mutual consent the Employer and the Union may adjust the time limits noted above to suit the individual circumstances.
- (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 as determined by the Employer 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 - EMERGENCY, DISASTER, FIRE PLANS

901 In any emergency or disaster, nurses are required to perform duties as assigned notwithstanding any contrary provision in this Agreement. Emergencies will be those situations which directly affect the safety or well-being of donors and recipients. In the event of the declaration of an emergency, written confirmation of same will be given to the President of the Local by the Employer. 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 15 shall apply to overtime hours worked.

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

902

- (a) Emergency or disaster exercises are considered a responsibility of both the Employer and the Union. The Employer is responsible for carrying out donor/recipient emergency exercises and the Union is responsible for encouraging the full participation of its membership. Where overtime is worked by reason of emergency or disaster exercises, Article 15 shall apply.

- (b) 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. In-service practice related to evacuation procedures will be conducted at least once annually.

903 Each newly hired nurse shall receive the appropriate information relative to the Employer's emergency or disaster plans during orientation with the Employer.

ARTICLE 10 - JOINT COMMITTEES

1001 Union/Management

- (a) It is agreed by both parties that it is important to review current and/or new methods of operations, to provide effective communications of information, ideas, and to discuss/study/make recommendations on matters of mutual concern as may arise from time to time in the operation of the worksite.
- (b) 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 Human Resources representative or designate and/or the Department Manager or designate. Union representatives shall include the President and/or the Vice-President of the Local.
- (c) The Committee shall meet at mutually satisfactory times, but not less than once every three (3) months, unless mutually agreed otherwise. In addition, the Committee shall meet within ten (10) working days of the receipt of a written request advanced by either party, unless mutually agreed otherwise. An agenda outlining the items to be discussed shall be circulated prior to the meeting.

1002 Professional Practice Protocol

It is agreed by the parties that it is important to have a mechanism to address unresolved concerns, flowing from (b) above, regarding workload, current and/or new methods of operations to ensure quality practices, and compliance with good manufacturing practice (GMP). In addition, to address concerns relative to the practice of blood collections in a regulated environment:

- (a) Any nurse(s) may raise a concern regarding the principles outlined in the preamble above by submitting their concern in writing, to their Clinic Supervisor.
- (b) The Clinic Supervisor shall provide a response to the nurse(s) within fifteen (15) calendar days (unless otherwise mutually agreed).

- (c) Where concern remains an issue, it shall be submitted to the Manager or designate, within ten (10) calendar days following the response in (b) above.
- (d) The Manager or designate, shall provide a response to the nurse(s) within fifteen (15) calendar days (unless otherwise mutually agreed).
- (e) Where concerns remain at issue, the matter shall be submitted to the Functional Director, as appropriate, or designate.
- (f) The nurse(s) shall be provided with a final disposition on the issues within twenty (20) calendar days, with a copy forwarded to the Local President.

The parties agree that this protocol, or any matter arising from this protocol, shall not be subject of a grievance.

1003

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

All reasonable efforts will be made to allow a nurse who is appointed to attend meetings of the Union Management Committee, or any other joint committee to which the Union is required 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.

ARTICLE 11 - GRIEVANCE PROCEDURE

1101 For the 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.

1102 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.

1103 A nurse may be accompanied by, or represented by, a Union representative at any stage of the grievance procedure.

1104 Discussion Stage

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

1105 Step One

If the grievance is not resolved within the time period specified in Article 1104 above, the grievor and/or Union representative may, within a further ten (10) working days, submit the grievance in writing to the nurse's immediate supervisor or designate. The nurse's immediate supervisor or designate shall reply in writing within ten (10) working 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.

1106 Step Two

If the grievance remains unresolved, the Union may within a further ten (10) working days submit the grievance in writing to the individual to whom the nurse's immediate supervisor reports or designate. The individual to whom the nurse's immediate supervisor reports or designate shall reply in writing within ten (10) working days of receipt of the written grievance.

1107 Policy Grievance

Where any difference arises directly between the Employer and the Union relating to the interpretation, application or administration of the Agreement, a grievance may be originated by either party at Step Two of the grievance procedure. However, it is expressly understood that the provisions of this article may not be used to institute a complaint or grievance directly affecting a nurse(s) where such nurse(s) could themselves institute a grievance(s) and the regular grievance procedure shall not thereby be bypassed.

1108 The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the aggrieved nurse and/or the Union.

1109 Subject to the provisions of Article 1108 above, 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.

1110 For the purposes of determining the time limits in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

ARTICLE 12 - ARBITRATION PROCEDURE

1201 In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 11, within ten (10) working days of the date upon which the written reply referred to in Article 11 is received from the Employer or delegate, the matter may then be referred to arbitration as hereinafter set forth.

1202 If mutual agreement is not reached by both parties to choose a single arbitrator within ten (10) working days from the time that the matter is referred to arbitration as defined in Article 1201 above, then the procedure stated below will be followed.

1203 Either party may submit the matter in dispute to a board of arbitration by giving notice to the other party within a further seven (7) working days and by appointing in that notice one (1) nominee of the intended board of arbitration. The other party to the dispute shall, within seven (7) working days after the receipt of such notice, also appoint a nominee and the two (2) nominees thus appointed shall, within ten (10) working days thereafter, select a third member who shall be Chairperson.

1204 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.

1205 Should the two (2) appointed nominees fail within ten (10) working days to agree upon a Chairperson, the two (2) nominees shall forward a request to the Manitoba Labour Board to select a Chairperson.

1206 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.

1207 The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

1208 Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, and the costs associated with each parties respective external witnesses, 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.

1209 Nothing in this Collective Agreement shall preclude a nurse or the Union and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures or to extend any of the stipulated time limits.

1210 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.

1211 The parties will endeavour, in good faith, to share with one another all pertinent documents and particulars relied upon during the grievance procedure and prior to arbitration.

1212 For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

ARTICLE 13 - HOURS OF WORK AND SCHEDULES

1301 The regular workday shall consist of seven and one-half (7.50) consecutive hours and the normal work week shall be an average of thirty-seven and one-half (37.50) hours subject to the following:

- (a) seven and one-half (7.50) hours per day or as per posted schedules
- (b) a total of seventy-five (75) hours averaged over a two (2) week period.

1302 Regular hours of work shall be deemed to:

- (a) include a rest period of fifteen (15) minutes away from the immediate work area to be scheduled by the Employer during each half of a regular shift; and
- (b) exclude an uninterrupted meal period of thirty (30) minutes in duration to be scheduled by the Employer during each shift that exceeds five (5) hours in length.

exclude an additional uninterrupted meal period of thirty (30) minutes in duration to be scheduled by the Employer during each shift in excess of ten and one half (10.5) hours.

- (c) If the Employer requires a nurse to be readily available for duty during the meal period, and where the meal period cannot be rescheduled within five (5) hours from the start of the shift or from the last meal period, the nurse shall be so advised in advance and be paid for that meal period at the overtime rate of pay applicable to the nurse.

1303 A regular full-time nurse shall be paid their regular weekly rate of pay if through no means attributable to them, they have been scheduled by the Employer to work less than seventy-five (75) scheduled hours in any two (2) week averaging period. This guarantee shall be reduced by the hour(s) of any Recognized Holiday(s) that occur during the seventy-five (75) hour two (2) week averaging period.

1304 Where a nurse cannot arrive at work as scheduled 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 Transportation and Infrastructure Department, the nurse may 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, they may take the time from banked time which includes banked overtime, Recognized Holidays or vacation or be given an unpaid leave of absence.

1305 Schedules shall be posted for a minimum of six (6) weeks. The first four (4) weeks of the posted schedule shall be confirmed, and the last two (2) weeks of this six (6) week period is for informational purposes and may be subject to change. It is understood that there shall be four (4) weeks of confirmed hours posted at all times. Except in cases of emergency where the clinic would be jeopardized, the confirmed four (4) week schedule shall not be changed without the consent of the nurse concerned.

Requests for specific days off duty shall be submitted in writing at least two (2) weeks prior to posting and granted, if possible in the judgment of the Employer. Requests for interchanges in posted shifts or portions thereof, shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant, and shall be subject to the approval of the Employer. Where reasonably possible, interchanges in posted shifts are to be completed within the posted shift schedule.

1306 Weekend, evening clinics and overnight mobiles shall be scheduled in an equitable manner amongst those nurses qualified.

1307 It is understood that any change in days off or scheduled shifts initiated by a nurse and approved by the Employer shall not result in overtime costs or any other supplementary salary costs to the Employer.

1308 Shift patterns will be planned by the Employer, in consultation with the nurses concerned and shall, unless otherwise mutually agreed between the nurses concerned and the Employer, observe the conditions listed hereinafter:

- (a) a maximum of six (6) consecutive days of work, or a maximum of forty-five (45) hours of work, between day(s) off
- (b) a minimum of four (4) days off in a two (2) week period

- (c) (i) a minimum of ten (10) hours between the cessation of work on a clinic and the commencement of their next workday
- (c) (ii) Failure to allow the required rest time shall result in the payment of time and one-half (1.50) the nurse's regular rate for all hours worked during the rest period.
- (d) alternate weekends off shall be granted as often as reasonably possible, with each nurse receiving a minimum of every third weekend off.
- (e) the Employer will make every reasonable effort to provide a minimum of two (2) consecutive days off at any one (1) time.
- (f) no "split shifts" except by mutual agreement between the nurse and the Employer.

1309 The Employer and the Union mutually agree that during the life of this Collective Agreement, the Employer and the Union shall conduct a review of rotation patterns with a view to implementing progressively improved patterns and said patterns will be reviewed at the Union/Management Committee meetings.

1310 The Employer agrees that implementation of any submitted master rotation will not be unreasonably denied.

1311 The Employer shall not implement regularly scheduled shifts of less than four (4) hours.

ARTICLE 14 - SHIFT PREMIUM AND WEEKEND PREMIUM

1401 Shift Premium

Effective October 14, 2021 a shift premium of two dollars (\$2.00) per hour shall be paid to a nurse for all hours actually worked after 1600 hours.

1402 Weekend Premium

A nurse who works any period of time between 00:01 hours Saturday and 24:00 hours Sunday shall receive a weekend premium of two (\$2.00) dollars per hour for each hour worked during that time.

1403 When a nurse is on standby, shift premium and weekend premium are only payable for hours actually worked on a callback.

ARTICLE 15 - OVERTIME

1501

- (a) If any nurse should work more than seventy-five (75) hours but not more than seventy-eight (78) hours in a two (2) week averaging period, they shall be compensated at time and one-half (1.50) their basic rate of pay for any such hours in excess of seventy-five (75) hours.
- (b) If any nurse should work more than seventy-eight (78) hours in a two (2) week averaging period, they shall be compensated at two (2) times their basic rate of pay for any such hours in excess of seventy-eight (78) hours.
- (c) In the event a regular full-time nurse is required to work on their scheduled day off they shall be compensated at the rate of two (2) times their basic rate of pay for all hours actually worked.

1502

- (a) By mutual agreement between the Employer and a nurse, overtime may be compensated by time off at overtime rates.
- (b) A nurse may be allowed to accumulate to a maximum of thirty-seven and one-half (37.50) hours of compensatory time off at any one time. Any overtime work which would exceed this maximum accumulation shall be automatically paid out at the overtime rate unless otherwise mutually agreed.
- (c) Compensatory time off not taken or approved/assigned by March 31st of each year shall be paid at the nurse's regular rate of pay.

1503 A nurse required to report back to work after leaving the grounds of the clinic site following the completion of their workday but before the commencement of their next scheduled workday shall be paid overtime rates for all hours with a minimum of three (3) hours at time and one-half (1.50) their basic hourly rate. If the extra time worked under this section commences within less than three (3) hours before the start of their workday, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time they start to work to the beginning of their scheduled workday. This premium shall be paid over and above the nurse's averaging period.

1504 Overtime shall be offered and distributed equitably amongst the nurses within the required classification and work area that are qualified and willing to perform the work.

1505 The Employer will provide a nurse with an up-to-date statement of their banked overtime credits, if requested.

ARTICLE 16 - STANDBY AND CALL-BACK

Should Standby be implemented, the Employer and the Union agree to meet to discuss.

ARTICLE 17 – RESPONSIBILITY PAY

1701 In the absence of the Clinic Supervisor and where the Charge Nurse is also absent, a relief assignment will be made. The nurse, so identified in writing, shall receive an allowance of one dollar (\$1.00) per hour.

ARTICLE 18 – TEMPORARY ASSIGNMENT

1801

- (a) Any nurse who is temporarily assigned to another classification within the bargaining unit, for which the rate of pay is higher, shall be paid an allowance of one dollar (\$1.00) per hour so assigned.
- (b) In the event the Employer hires a nurse into a term position to perform the work of another classification within the bargaining unit, for which the rate of pay is higher, the nurse shall receive the rate of pay on the salary scale of the higher position which is at least one (1) increment above their present rate of pay, for all time concerned.

ARTICLE 19 - ALLOWANCES

1901 Transportation Allowance

When a nurse uses their personal motor vehicle for work related travel in situations where the Employer does not provide transportation with a CBS vehicle, the nurse shall be compensated for return travel from the Centre to the designated location in accordance with the prevailing Corporate mileage allowance.

1902 The Employer shall provide transportation home from the Centre to any nurse when they do not have private transportation under the following conditions:

- (a) Their assigned work day is extended past 2130 hours between April 1 and October 31.
- (b) Their assigned workday is extended past 2100 hours between November 1 and March 31.

1903 In the case of out-of-town overnight clinic assignments the Employer shall endeavour to provide suitable shared hotel accommodations to the nurses at the Employer's expense. Single accommodation will be provided, where available, to those nurses who request it at a shared cost (50/50) between the Employer and the nurse. The Employer reserves the right to recover the amount associated with this Article through pay roll deduction.

1904 Travel Time

A nurse shall be credited with paid time for all travel time.

For the purpose of this Article, travel time means travel on the Employer's business authorized by the Employer for a nurse between:

- (a) the Blood Services Worksite and the location where the nurse is assigned to work and their return to the Blood Services Worksite, and also
- (b) in the case of an overnight out-of-town clinic, from the clinic place to the place of lodging and return to the clinic.

1905

- (a) Nurses assigned to mobile clinics shall not suffer any loss in pay and/or other benefits as a result of missing any portion of scheduled shift(s) resulting from storm stay or vehicle breakdown. This provision shall be applicable except in the case where the nurse derives a greater benefit pursuant to Article 1905 (b).
- (b) In the event that nurses who are assigned to mobiles are required to remain out-of-town due to weather conditions, the Employer agrees to pay a minimum of four (4) hours up to a maximum of seven and one-half (7.50) hours waiting time. This payment will be based on a start time of 0900 hours, or earlier as designated.

1906

- (a) A nurse shall be provided with a meal allowance at the following rates:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
In all areas outside the Perimeter Hwy. of the City of Winnipeg.	\$7.65	\$11.00	\$17.50

- (b) If a nurse works five (5) hours beyond their last meal break, they shall receive a fourth meal allowance of eight dollars and fifty-six cents (\$8.56), and a fifteen (15) minute paid break, or pay in lieu of the break.

- (c) Nurses on authorized out of Province travel (excluding mobile assignments) shall be reimbursed for expenses in accordance with the CBS Travel Policy as amended from time to time.

1907 Staff nurses assigned to certify new nurses, retraining or recertification of existing nurses, shall receive a premium of one dollar (\$1.00) per hour or part thereof spent training.

ARTICLE 20 - VACATIONS

2001

- (a) 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 equals one (1) calendar week. The vacation year shall be from April 1st to March 31st. The dates used to calculate vacation earned shall be from the end of the last full pay period of March in one vacation accrual year to the end of the last full pay period of the following March.

The nurse shall have the right to request which day of the week their vacation begins. The Employer shall make every reasonable effort to avoid scheduling a nurse to work on a weekend immediately preceding or following scheduled vacation.

Upon request, a nurse may be permitted to retain up to three (3) 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 1305.

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

Beginning February 1st of each year, the Employer shall contact 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 three (3) days as per Article 2001 (a). These discussions 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 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 1st. Approved vacation schedules shall not be changed unless mutually agreed upon by the nurse and the Employer.

Vacation earned within any vacation year must be taken in the same vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year. Vacation may be paid out only in extenuating circumstances.

2002 Every nurse who has completed less than one (1) year's continuous employment as of March 31st of the initial calendar year of their employment will be granted paid vacation calculated at one and one-quarter (1.25) days for each month worked. It is understood that the Employer may defer vacation in situations where a nurse is still on probation as of February 1st. Such deferred vacation should not be combined with the following year's vacation entitlements.

2003 Nurses shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

- (a) A nurse who has completed one (1) year of continuous service shall be granted three (3) weeks, (fifteen (15) days) paid vacation per year at their regular rate of pay.
- (b) In the fourth (4th) to tenth (10th) year of continuous service a nurse shall be granted four (4) weeks, (twenty (20) days) paid vacation per year at their regular rate of pay.
- (c) In the eleventh (11th) to the twentieth (20th) year of continuous service a nurse shall be granted five (5) weeks, (twenty-five (25) days) paid vacation per year at their regular rate of pay.
- (d) In the twenty-first (21st) and subsequent years of continuous service a nurse shall be granted six weeks (thirty (30) days) paid vacation per year.

N.B. Vacation entitlement will be established on a pro-rata basis for those nurses whose anniversary occurs during the vacation year.

2004 In recognition of length of service, each nurse shall receive an additional five (5) days of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e. 25th, 30th, 35th, 40th, etcetera). Such days shall be provided and taken during the vacation year in which the 20th or subsequent 5th anniversary occurs.

2005 Upon termination, annual vacation taken but not earned shall be recovered at the nurse's current rate of pay on their final cheque.

2006 Provided four (4) weeks notice has been given, each nurse shall receive their vacation pay on their last scheduled day of work prior to vacation.

2007 For purposes of determining vacation entitlement, continuous service shall include any period during which seniority is accrued under Article 2505, with the exception that nurses on Workers Compensation will continue to accrue vacation for a period of one (1) year.

ARTICLE 21 – RECOGNIZED HOLIDAYS

2101 For purposes of this agreement, Recognized Holidays shall be as follows:

New Years' Day	Louis Riel Day
Thanksgiving Day	Remembrance Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	Canada Day
Terry Fox Day	One-half (.50) day for Christmas Eve
Labour Day	One-half (.50) day for New Year's Eve
National Day for Truth and Reconciliation	

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

2102

(a) When a nurse works on any of the Recognized Holidays defined in Article 2101 above, they shall be paid, in addition to the day [seven and one-half (7.50) hours] or one-half (.50) day [three and three-quarter (3.75) hours] they receive for such holiday a premium consisting of time and one-half (1.50) of their basic hourly rate multiplied by each hour worked, with a minimum guarantee of three (3) hours multiplied by time and one-half (1.50) of their basic hourly rate.

- (b) However, if the Recognized Holiday worked is either Good Friday, Christmas Day, or New Year's Day, the nurse shall be paid instead in addition to the pay they receive for such day [seven and one-half (7.50) hours] a premium consisting of two (2) times their basic hourly rate multiplied by each hour worked, with a minimum guarantee of three (3) hours multiplied by two (2) times their basic hourly rate.
- (c) The nurse who works on any of the above-mentioned Recognized Holidays may elect to receive compensatory time-off with pay (at straight time rate) instead of the premium pay they are entitled to under the preceding paragraphs. Conversion to compensatory time-off with pay (at straight time rate) shall be computed at time and one-half (1.50) the number of hours worked during the Recognized Holiday, unless the holiday worked is either Good Friday, Christmas Day, or New Year's Day, in which case the compensatory time-off with pay shall be computed at two (2) times the number of hours worked during any of such three (3) Recognized Holidays. The minimum guaranteed three (3) hours of work shall apply in both cases, such that the compensatory time-off with pay shall in no case be less than four and one-half (4.50) hours or six (6) hours in case the holiday worked is either Good Friday, Christmas Day, or New Year's Day.
- (d) If the nurse elects to receive compensatory time-off with pay instead of premium pay as provided in the preceding paragraph, it is agreed that the compensatory time-off with pay shall be banked in accordance with the provisions of Article 1502 of this Agreement.

2103 When a Recognized Holiday falls on a nurse's day off or during a nurse's vacation, they shall be granted the substitute day off in lieu of the holiday consecutively. By mutual agreement between the Employer and the nurse, such a holiday falling on a nurse's day off or during their vacation may be utilized as provided in Article 1502 at straight time.

2104 Any nurse on an unpaid leave of absence will not be entitled to Recognized Holiday pay.

2105 The Employer agrees to assign time off as equitably as possible over Christmas and New Year's, endeavouring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

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

As much as reasonably possible, nurses shall be assigned time off over Christmas or New Years in alternate years, unless otherwise mutually agreed.

2106 A nurse may accumulate up to two (2) days off in lieu of Recognized Holidays. These accumulated lieu days shall be requested and granted in accordance with Article 1305. 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.

2107 Assignment of Recognized Holidays on the actual day of their occurrence shall be made as equitably as reasonably possible.

ARTICLE 22-INCOME PROTECTION AND WORKERS COMPENSATION

2201 A nurse having accumulated income protection credits may claim basic pay for such income protection against such accumulation with respect to periods during which:

- (i) They were unable to work because of an incapacitation due to accident or bona fide illness, however, a nurse cannot receive income protection benefits for any period of time during which they are eligible for wage loss benefits from the Workers Compensation Board [subject to Article 2212], or
- (ii) In the opinion of the Employer, their presence constituted a health hazard for donors, recipients and/or other nurses and they were instructed by the Employer to leave their place of duty; or
- (iii) They attend an appointment related to a medical/dental examination and/or treatment subject to Article 3503.

2202 Effective September 1, 2003, regular full-time nurses will retain their accumulated income protection for their future use as set out in the Memorandum of Understanding Re: Application of Current Income Protection Entitlements which is attached to this Collective Agreement, and commence to accrue income protection in accordance with the provisions listed below.

Nurses hired after September 1, 2003 will be covered under the following Income Protection Program:

- (i) Subject to Article 2201, all nurses shall accumulate income protection based on their regular hourly rate of pay in accordance with the plan as set forth herein.
- (ii) The amount of income protection credits a nurse has at a particular date is based on the nurse's length of continuous service in completed years to date, less any benefits that the nurse has received in the previous five (5) year period.

- (iii) Based on continuous service, income protection credits will accrue to each nurse as listed below:

Length of Service	100% Salary	75% Salary	66-2/3% Salary
On the first calendar day after 3 months continuous service has been completed	5 days	5 days	65 days
1 year	10 days	20 days	45 days
2 years	15 days	35 days	25 days
3 years	20 days	50 days	5 days
4 years	25 days	65 days	
5 years	30 days	80 days	
6 years	35 days	95 days	
7 years	40 days	110 days	
8 years	45 days	125 days	
9 years	50 days	140 days	
10 years	55 days	155 days	
11 years	60 days	170 days	
12 years	65 days	185 days	
13 years	70 days	190 days	
14 years	75 days	185 days	
15 years	80 days	180 days	
16 years	85 days	175 days	
17 years	90 days	170 days	
18 years	95 days	165 days	
19 years	100 days	160 days	
20 years	105 days	155 days	
21 years	110 days	150 days	
22 years	115 days	145 days	
23 years	120 days	140 days	
24 years	125 days	135 days	
25 years	130 days	130 days	

- (iv) Where a nurse at the time income protection commences, through earlier use of income protection, has less than fifteen (15) weeks of credits in their income protection bank, additional income protection will be provided, if required, in order to bring the total period available to fifteen (15) weeks of income protection at not less than 66 2/3% pay.
- (v) When a nurse returns to active employment (i.e. the nurse assumes the full responsibilities of their regular position at their regular hours of work) following a period of sick leave, credit to a maximum of seventy-five (75) days at 66 2/3% pay will be reinstated after the following intervals:

- (a) one (1) month after return to full employment in the case of a new disability and,
- (b) three (3) months after return to full employment in the case of a recurrence of the same disability.

2203 A nurse shall be required to reimburse the Employer for any income protection paid to them in excess of what was earned if their employment is not continued beyond their probationary period.

2204 A nurse who is unable to report for work due to a bona fide illness shall inform the Department Manager or designate or in accordance with operational protocol, by telephone prior to the commencement of their next scheduled shift(s) as follows:

- One and one-half (1.5) hours notice prior to any shift scheduled to start between 0030 and 1029 hours.
- Three (3) hours notice prior to any shift scheduled to start between 1030 and 2400 hours.

A nurse who fails, without valid reason, to give notice as specified above will not be entitled to receive income protection benefits for the shift(s) in question.

2205 The Employer, either at time of notification of or during a current claim for income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's fitness to return to duty. Failure to provide such a certificate when requested may disqualify a nurse from receiving income protection or may result in a refusal of permission for them to resume their duties.

2206 Days off and Recognized Holidays which fall within a period of sick leave shall not be considered a part of, or charged to, the nurse's accumulated income protection.

2207 A nurse shall retain any earned income protection credits accumulated but not taken prior to the date of signing of this Agreement.

2208 As soon as a nurse is aware of a date upon which surgery 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. Failure to give such notice shall result in non-entitlement to income protection benefits for the period of absence.

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

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

2209 If hospitalized due to accident or bona fide illness while on vacation, a nurse may utilize any income protection benefits to cover the hospitalization and/or post-hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization and/or post-hospitalization period shall be provided if requested.

If a nurse becomes injured or has a bona fide illness while on scheduled vacation, and they require the services of a medical practitioner or licensed chiropractor in their community, provided such injury or bona fide illness is shown to be in excess of three (3) days, such nurse shall be allowed to use their income protection for the period the medical practitioner or licensed chiropractor states they would have been unable to carry out their duties at work, and their vacation shall be rescheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year.

2210 The Employer will provide a nurse with a written statement of their accrued income protection credits, if requested.

2211 The income protection plan for nurses was created by the Employer to reduce the financial hardship that injury or bona fide illness can create so far as inability to work and the consequent loss of basic salary is concerned. Upon termination of employment, all income protection accumulation shall be cancelled and no payment shall be due therefore.

2212 Occupational Accident

(i) A nurse unable to work because of 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).

(ii) The Employer shall supplement the wage loss benefits given the nurse by WCB as follows:

A nurse who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB payments. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary is defined as basic salary less the nurse's usual income tax deductions, Canada Pension Plan contributions and Employment Insurance contributions. The Employer's supplement shall be charged to the nurse's accumulated income protection credits and shall be paid until such credits are exhausted.

- (iii) A nurse who has been on Workers Compensation and who is fit to return to work and who is capable of performing the duties of their former position, shall provide the Employer with twenty-four (24) hours written notice of readiness to return to work. The Employer shall return the nurse to their former position, where applicable. Where their position is temporarily encumbered, such temporary assignment will end on the same date.
- (iv) A nurse who is incapable of performing the duties of their former position but who, nonetheless, is deemed ready for work with medical restrictions, will provide the Employer with as much notice as possible and full particulars. The parties will then endeavour to make every reasonable accommodation to provide modified/alternate work within such medical restrictions.
- (v) Pending a settlement of the compensable claim, the nurse shall continue to receive the full basic pay subject to available sick leave credits. The nurse shall reimburse the Employer by assigning sufficient W.C.B. payments to be paid directly to the Employer to offset the appropriate amount of sick leave credits.
- (vi) Where WCB recommends a work assessment period or a modified return to work period, the provisions of Article 2301 shall apply.
- (vii) The nurse shall provide to the Employer all necessary information pertaining to their compensable injury.
- (viii) A nurse who is absent on a WCB claim will not accrue entitlement to paid Recognized Holidays or income protection credits during the entire period of absence. However, service credits for the purpose of calculating future entitlements for vacation credits and salary increments will continue to accrue during such absence.
- (ix) A nurse who is on WCB 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).

ARTICLE 23 – REHABILITATION AND RETURN TO WORK

2301 The Employer and the Union acknowledge their duty to accommodate nurse(s). Where a nurse notifies the Employer they are able to return to work, verified by a physician's statement outlining any restrictions, the Employer and nurse shall meet to identify accommodations required prior to the nurse returning to work. 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. Attendance of a Union representative at these meetings shall not cause undue delay. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

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. Subject to operational requirements, requests for leave of absence shall be granted whenever reasonably possible. Except in emergency situations, such requests shall be made as far in advance as possible, but at least four (4) weeks prior. The Employer shall notify the nurse of their decision, in writing within two (2) weeks of receipt of the request. Requests for extension of educational leave, maternity leave, adoption leave, and bereavement leave will be granted if reasonably possible.

Except as otherwise specified, during any leave of absence without pay the Employer and the nurse shall continue to pay their shares of insured benefits premiums for a leave of absence of up to thirty (30) days. Should the leave be in excess of thirty (30) days, the nurse may elect to retain coverage, excluding Long Term Disability, provided the nurse arranges with the Employer prior to the commencement of the leave the prepayment of the full premiums applicable to such insured benefit plans (nurse's and Employer's share of premiums).

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

2403 The Employer shall make every reasonable effort to return a nurse to their former position, upon return from a leave of absence of six (6) months or less or, eighty (80) weeks or less in the case of Parenting Leave. In such cases, the nurse will be reinstated at their same step on their salary scale. In the case of longer leaves of absence, a nurse may be placed in any position covered by this Agreement and shall be reinstated at their previous salary, provided that such salary shall not exceed the maximum for the position in which they are placed. Notwithstanding Articles 2901 and 2902, a nurse not placed in their former position will be given consideration over the other nurses for the first vacancy made available to them in a similar position.

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 (f).

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 accumulations will continue to accrue during any period of an unpaid leave of absence, approved by the Employer of thirty (30) days or less.

2406 Professional Leave

If, in the opinion of the Employer, it is in the best interests of donor/recipient care, nurses may, whenever scheduling permits, be granted time off in order to attend professional or educational meetings, conventions, workshops and institutes and regular salary shall be paid by the Employer unless such attendance is a condition of employment.

2407 Education Leave

(a) A nurse may be granted education leave without pay for varying periods which can be renewed by mutual agreement to attend a recognized institution for studies which will enable them to fulfill their present duties and responsibilities more adequately. Requests should be submitted in writing at least eight (8) weeks in advance of the leave's effective date, and will be subject to the availability of relief coverage.

(b) Where the Employer requires a nurse to attend educational conferences, workshops or programs (including certification and/or recertification in C.P.R., nursing competencies, transfer of function skills), the Employer shall pay registration, tuition fees and related expenses, and basic salary excluding overtime.

2408 Parenting Leave:

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave. A nurse who has completed seven (7) consecutive months of employment for the Employer shall be granted leave of absence for up to eighty (80) weeks where they qualify for Parenting Leave.

- (a) Maternity Leave – Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:
- (i) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.
 - (ii) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer subject to notice of one (1) pay period.
 - (iii) 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) Parental Leave –
- (i) In order to qualify for Parental Leave a nurse, who has completed seven (7) consecutive months of employment for the Employer, must be the natural parent 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 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. If requested by the nurse, extensions to leaves under this clause may be granted in accordance with Article 2401.

- (v) 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 defer.
- (vi) Paternity Leave – Notwithstanding (e) below, Paternity leave of absence of up to five (5) unpaid days shall be granted, if requested, to a nurse during the childbirth and postpartum period of their spouse.
- (c) Subject to (b) (ii) above, Parental Leave must commence no later eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
- (d) 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.
- (e) Three (3) paid days of leave shall be granted to a full-time nurse immediately preceding or following Maternity, Paternity or Adoption Leave, or at the time of the birth or adoption of a child. Twenty-two and one-half (22.50) hours basic pay amount is to be pro-rated for part-time nurses. Such basic pay shall be deducted from the nurses accumulated income protection credits.
- (f) A nurse may end Maternity or Parental leave earlier than the expiry date of the leave by giving the Employer a minimum of two (2) weeks written notice or one pay period, whichever is longer prior to 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.
- (g) Maternity Leave Top-up

Maternity/Parental/Adoption Supplemental Employment Benefit (SEB)

Maternity/Parental/Adoption Supplemental Employment Benefit (SEB) shall only apply to regular full-time and part-time nurses.

Eligible nurse shall mean a nurse who has completed at least thirteen (13) weeks of employment prior to commencing their Maternity and/or Parental/Adoption Leave, and who is in receipt of Employment Insurance Maternity or Parental benefits.

Maternity Supplemental Employment Benefits

A nurse, who is in receipt of Employment Insurance (EI) maternity benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefits the nurse is eligible to receive and seventy-five percent (75%) of the nurse's regular weekly rate of pay. This SEB payment shall commence following completion of the EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the nurse is in receipt of EI maternity benefits for a maximum of sixteen (16) weeks.

CBS will pay seventy-five percent (75%) of the nurse's regular weekly rate of pay for the waiting period required for maternity benefits under the Employment Insurance Act.

Parental/Adoption Supplemental Employment Benefit

A nurse, who is in receipt of Employment Insurance (EI) parental benefits pursuant to the Employment Insurance Act, shall be paid a SEB that is equivalent to the difference between the gross weekly EI benefit the nurse is eligible to receive and seventy-five percent (75%) of the nurse's regular weekly rate of pay. This SEB payment shall commence following completion of any required EI waiting period and upon submitted proof of receipt of EI benefits. The SEB payment shall continue while the nurse is in receipt of EI parental benefits for a maximum of ten (10) weeks.

If a waiting period is required for parental benefits under the Employment Insurance Act, CBS will pay seventy-five percent (75%) of the nurse's regular weekly rate of pay for this waiting period.

In instances where two nurses share the Parental/Adoption Leave and both are in receipt of EI parental benefits, both nurses shall be eligible for the SEB to a maximum of ten (10) weeks each.

SEB Payment Calculation

SEB payments will be based on the regular weekly rate of pay in the nurse's home position.

The regular weekly rate of pay shall be determined by multiplying the nurse's regular weekly work hours by the regular hourly rate on the last day worked prior to the commencement of the leave and excludes overtime, premiums and allowances.

Regular weekly work hours for part-time nurses shall be determined by calculating the average regular hours paid per week over the twenty (20) weeks preceding the commencement of the leave.

Salary changes with an effective date during the leave will not result in an adjustment to the SEB payment.

2409 Union Leave

- (a) Leave of absence without loss of salary or benefits shall be granted to two (2) Union representatives for the purpose of attendance at the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions or Canadian Labour Congress meetings or seminars. Requests for more than two (2) representatives will be subject to operational requirements. It is understood that requests for such leave of absence will be made in writing at least four (4) weeks in advance except in emergency circumstances and also that the Manitoba Nurses' Union will reimburse the Employer for the cost of the salary and an additional amount equal to the current costs of benefits.
- (b) 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 cost of two (2) representatives.
- (c) Notwithstanding the above, a nurse elected or selected to a regular full-time position with the Manitoba Nurses' Union, or any organization with which the Manitoba Nurses' Union is affiliated, shall be granted leave of absence without pay for a period of up to one (1) year unless the term of office is for two (2) years in which case the leave of absence shall be for two (2) years. Such leave may be renewed each year, on request.

It is understood that in respect to (c) above, the Employer may continue salary and benefits for the period of leave, if requested, provided that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll, benefits and related costs and any administration expense incurred.

2410 Jury and Witness Duty

- (a) In the event a nurse is 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, as a member of a jury, or as a subpoenaed witness in matters arising out of their employment with the Employer, the nurse shall:
- (i) Suffer no loss of regular earnings for the scheduled workday(s) so missed;

- (ii) Be paid at an amount equal to their average daily earnings at the basic rate of pay to a maximum of seven and one-half (7.5) hours for each day in attendance in court on a scheduled day of rest, and be granted an alternate day of rest as scheduled by the Employer. Such rescheduling of the day of rest shall not be construed to be a violation of the scheduling provisions of Article 15;
 - (iii) Advise the Employer upon receipt of notification of the date(s) requiring their attendance;
 - (iv) If requested, provide proof of such attendance to the Employer.
 - (v) The nurse shall remit to the Employer any payment received except reimbursement of expenses.
- (b) A nurse required to attend a court proceeding as a party to that proceeding, occasioned by the nurses' private affairs shall receive a leave of absence without pay for the required absence.

2411 Bereavement Leave

- (a) In the event of death of a spouse (common-law included), same or other gender partner, child, stepchild, parent, step-parent, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, sister-in-law, brother-in-law, son-in-law, daughter-in-law, former legal guardian, fiancé or any other relative who has been residing in the same household, a nurse shall be granted where necessary, up to four (4) working days Bereavement Leave without loss of pay up to and including the day following interment/ cremation, funeral or initial memorial service. An additional two (2) days Bereavement Leave with pay may be added if overnight travel is required to attend the funeral.
- (b) Provided the nurse has not received Bereavement Leave in accordance with (a) above, necessary time off of 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 of 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) If bereaved while on scheduled vacation, a nurse may utilize their Bereavement Leave entitlement and the displaced vacation shall be rescheduled.

- (d) One (1) Bereavement Leave day with pay may be retained at the nurse's request for use in the case where actual interment, cremation, funeral or initial memorial service is at a later date. The additional two (2) days bereavement leave with pay may be retained at the nurse's request if overnight travel is required to attend where the actual interment, cremation, funeral, or initial memorial service is at a later date.

2412 Leave re Public Office

A nurse may be granted unpaid leave of absence to enable them, if nominated, to campaign for public office, and, if elected, to serve their term of office.

2413 Leave re Citizenship

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

2414 Personal Leave

Upon request, a nurse may access up to a maximum of thirty-seven and one-half hours (37½) with pay, per fiscal year, where necessary in the case of illness of a spouse, child or parent. Documentation may be required by the Employer in substantiation thereof.

2415 Wedding Leave

Up to three (3) days leave with pay shall be granted to a nurse at the time of their wedding.

2416 Compassionate Care Leave

Compassionate care leave will be administered in accordance with the current legislation. The Employer will make copies of such legislation available upon request.

ARTICLE 25 - SENIORITY

2501 Seniority shall be defined as the length of the nurse's continuous employment from the last date on which they entered the Bargaining Unit, subject to Article 3204 herein.

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

2503 The seniority of a nurse will terminate if:

- (a) they resign;
- (b) they are discharged and not reinstated under the grievance procedure;

- (c) they are laid off for a period of more than two (2) years;
- (d) they fail to report for duty within seven (7) days after notification to do so, subject to Article 2704 in the case of recall;
- (e) they fail to report for work as scheduled at the end of a leave of absence, vacation, or suspension, without valid reason;
- (f) they are promoted to a permanent position outside of the scope of the bargaining unit; or a term position outside the scope of the bargaining unit which is greater than fifty-four (54) weeks, or up to a maximum of eighty (80) weeks to replace a nurse who is on Parenting Leave or Parental Leave, subject to Article 2508.

2504 The seniority of a nurse will be retained but will not accrue if:

- (a) they are on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (b) below, and those referenced in Article 2505;
- (b) they are on any unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD, for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (c) they are laid off for more than twenty-six (26) weeks and less than two (2) years;
- (d) they are on educational leave in excess of two (2) years.
- (e) they obtain a term position of fifty-four (54) weeks or less, or up to a maximum of eighty (80) weeks to replace a nurse who is on Parenting Leave or Parental Leave outside the bargaining unit.

2505 The seniority of a nurse will be retained and will accrue if:

- (a) they are on any period of paid leave of absence;
- (b) they are on any period of unpaid leave of absence of less than four (4) weeks;
- (c) they are on any unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (d) they are on any period of Employer paid sick leave or any period of unpaid sick leave to a maximum of fifteen (15) weeks;

- (e) they are laid off for less than twenty-six (26) weeks;
- (f) they are on an educational leave of up to two (2) years;
- (g) they are on Union Leave subject to Article 2409 (c);
- (h) they are on Parenting Leave;
- (i) they are 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 defined FTE identified in her letter of appointment.

2506 If a nurse is retained beyond their probationary period, their seniority will date from their first day of employment within the bargaining unit.

2507 The Employer shall furnish to the Union on January 31st and July 31st, a seniority list showing the name, previous accrual and current seniority of each nurse covered within the scope of this Agreement. A nurse who doesn't believe their seniority is accurate may raise this issue within thirty (30) days of a new seniority list being posted. Such challenges shall be limited to seniority adjustments unique to that particular listing. Any alleged errors in the list will be reviewed by the Employer and corrected within thirty (30) days of the date of notification of the error.

2508 In case of a promotion outside the bargaining unit, if the nurse is found to be unable to perform the duties of the position to which they have been promoted during a three (3) month period, they may return or be returned to their former position at the current rate of pay for that former position without loss of seniority.

ARTICLE 26 - TERMINATION OF EMPLOYMENT

2601 Employment may be terminated voluntarily by a nurse subject to four (4) weeks written notice, exclusive of any vacation due. By mutual agreement between the nurse and the Employer a nurse may provide less notice.

2602 Employment may be terminated by the Employer with less than four (4) weeks notice or without notice:

- (a) during the probationary period of a newly hired nurse subject to Article 30 herein, or
- (b) in the event a nurse is dismissed for sufficient cause to justify lesser or no notice.

2603 Provided that four (4) weeks notice has been given, the Employer shall make available, all amounts due to terminated nurses including unpaid earnings and pay in lieu of unused vacation entitlement on the pay date applicable to the pay period in which the termination date occurred.

2604 On termination, the nurse shall return to the Employer all property of the Employer in the nurse's possession, or be liable for replacement cost of same.

ARTICLE 27 - LAYOFF AND RECALL

2701 When a reduction in the work force becomes necessary, nurses shall be laid off in reverse order of seniority subject to more senior nurses being qualified, competent and willing to perform the required work.

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

- (a) two (2) weeks notice for layoff up to seven (7) weeks;
- (b) four (4) weeks notice for layoff of more than seven (7) weeks.

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

No new nurses will be hired when other nurses are on layoff except for reasons of a specific skill set.

Notwithstanding Article 3202, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided they are qualified, competent and willing to perform the required work. The nurse on layoff will receive preferential consideration for the assignment of such shifts provided that this will not result in them working in excess of their FTE commitment

Notwithstanding Article 3206(d), 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 FTE 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 2003 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 in accordance with Article 3212
- (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 point three eight percent (5.38%) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,
- (e) participation in benefit plans is subject to the provisions of each plan.

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

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

2704 Nurses shall be recalled in seniority order. Such recall shall be made in writing either by registered mail, personal service or confirmed electronic mail and shall provide for one (1) week's notice to report back to work. The nurse is solely responsible for their proper address being on record with the Employer.

The nurses affected will contact the Department Manager or designate by telephone not later than four (4) days excluding Saturdays, Sundays and Recognized Holidays before the date on which they are due to return to work. Failure to notify as above will result in the nurse being deemed to be continued on lay off subject to the recall procedure as above. Should such failure to return be without valid reason, the nurse will be 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.

2705 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise their seniority rights, subject to their ability, performance, qualification, and availability 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.

2706 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.

2707 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.

2708 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 – DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE

2801 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.

2802 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 registered mail, personal service or confirmed electronic mail.

2803 Failure to conform with any of the requirements specified above shall render the discipline or discharge null and void.

2804 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.

2805 If a nurse is reclassified to a lower paid position because of changing conditions within the Clinic, they 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.

2806 A nurse shall be given the opportunity to examine any document expressing dissatisfaction with their performance or conduct which is placed in their file, and their reply to any such document shall also be placed in their file. Upon written request, the nurse shall also receive a copy of such document.

2807 A nurse may examine their file upon written request, and if they so desire they may be accompanied by a Union representative. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in their personal file of which they have no prior knowledge. 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.

2808 The record of any disciplinary action shall not be referred to, or used against, a nurse at any time after eighteen (18) months following such action, provided that such removal will not detract from the process of progressive steps in the discipline process.

ARTICLE 29 – VACANCIES, TERM POSITIONS AND NEW POSITIONS

2901 The Employer agrees to post notices of vacant or new positions covered under this Agreement electronically for at least seven (7) working days. Such posting shall not preclude the Employer from advertising outside the Employer's premises. All postings shall state minimum qualifications required, FTE and date of closing of the competition. Job descriptions shall be available to applicants on request. Copies of all postings shall be sent to the Local President.

2902 Provided that equivalent qualifications are met, preference shall be given to nurses presently in the bargaining unit who have submitted a written application for the vacant, term or new position.

2903 Each nurse who applies for a posted vacancy will be notified of the disposition of their application. The name of the successful applicant and the position awarded will be posted electronically for a period of seven (7) calendar days with a copy of this information forwarded to the Union.

In the case of a nurse from the bargaining unit being awarded a position, their transfer shall be carried out within the time frame of the period of notice of termination for the position from which they are transferring, unless operational requirements do not permit such transfer within that time frame.

2904 The applicant selected for any position shall receive written confirmation of the salary scale, their placement on such scale, and any special conditions that may be applicable to their appointment within two (2) weeks, where possible, of the selection date.

2905 Term Position:

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 2901. This shall not preclude the Employer from utilizing part-time or casual nurses to work available shifts in accordance with Article 32 and 33 when the Employer decides that a term position is not required.

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

The maximum duration specified in Article 303 shall not apply for term positions in situations where a nurse is absent indefinitely due to Workers Compensation and/or illness and/or accident or where there is a temporary vacancy due to leave for Public Office. In these cases, the Employer shall state on the job posting that the said term position is an "Indefinite Term" which will expire subject to a minimum of twenty-four (24) hours notice. The "Indefinite Term" will expire upon either the return to work or termination of employment of the nurse on leave or if the nurse relinquishes their position and remains on leave.

Any term positions directly resulting from the above procedure will be posted in the same manner.

In case a nurse on Maternity or Parental leave wants to exercise their right to return from such leave earlier than anticipated, having given appropriate notice as per 2408(f), 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 above procedure 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:

- (a) A nurse newly hired from outside the worksite or a casual nurse from within the worksite, shall be entitled to exercise their seniority rights to apply for a posted vacancy for which they are qualified without interruption of seniority or benefits (if applicable) 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. If benefits are applicable, they shall be administered as per Article 2401.

- (b) A nurse who was employed by the Employer immediately prior to accepting the term position shall return to their former position, unless otherwise mutually agreed.

ARTICLE 30 – PROBATIONARY/TRIAL PERIOD

3001 A probationary nurse is any nurse who has not completed six hundred (600) regular hours worked or who has not completed an extended probationary period where required by the Employer. Where a probationary period must be extended, such extension shall not exceed an additional three hundred (300) regular hours worked, unless otherwise agreed between the Employer and the Union. If the probationary period is extended, the Employer shall notify the nurse in writing of the reasons for the extension of the probationary period and a copy of the same shall be sent to the Union. All probationary nurses shall not have recourse to the grievance procedure for reason of termination for unsuitable or unsatisfactory performance.

The Employer may terminate the employment of a probationary nurse at any time during the probationary period provided that reasons for the termination are not arbitrary, discriminatory or in bad faith.

3002 A nurse from the bargaining unit who is selected to fill a posted position will be on a trial period of three (3) months. At any time during this trial period the nurse may return or be returned to their previous position. The timing of such a return will be subject to operational requirements. Anyone holding the nurse's previous position will be returned to their own previous position.

ARTICLE 31 - PERFORMANCE APPRAISAL

3101 Where a formal assessment of a nurse's performance is made, the nurse concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. The nurse shall have the right to place their own comments on the form or to append their comments to the form. A nurse shall, upon request, receive a copy of the assessment at the time of signing.

3102 If the nurse disputes the appraisal, the nurse may file a reply to the document and/or the nurse may file a grievance under Article 11 of this Agreement.

ARTICLE 32 - OTHER THAN FULL-TIME NURSES

3201 Applicability of Agreement

Except as modified by this Article, all provisions of this collective agreement shall apply to part-time nurses on a pro-rata basis.

A part-time nurse shall be assigned and committed to work their FTE 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.

3202 Filling of Additional Available Hours

Part-time nurses will be given preference to work additional hours within their classification/work area. Additional hours shall be distributed as equitably as possible among available and qualified part-time nurses, who would not incur overtime rates of pay. The employment status of such nurses will not be changed.

A nurse who is already at work and not eligible for overtime rates of pay shall be given preference for additional available hours beyond their scheduled shift. This shall not be considered as part of the equitable distribution of hours as indicated above.

The Employer agrees that when part-time nurses scheduled hours are cancelled, in accordance with Article 1305, this shall be done whenever reasonably possible in reverse order of seniority, beginning with the least senior available nurse.

Nurses who have been approved and scheduled to work additional available hours on an unscheduled work day will be paid their regular hourly rate for all hours worked, subject to Articles 1501 and 3206(c).

3203 Seniority

- (a) Part-time nurses shall accrue seniority from their commencement date for each day or part thereof worked. One (1) years seniority shall be accumulated for each 1950 hours paid at regular rates of pay
- (b) A part-time nurse changing their status to regular full-time or vice versa shall continue to earn seniority.

3204 Anniversary Increments

Part-time nurses shall receive one (1) increment step for each 1745 hours actually worked, exclusive of overtime, or twelve (12) calendar months whichever occurs later, since their last having received an annual increment, or their start date as the case may be.

3205 Hours of Work and Overtime

- (a) Articles 1301 (a) and (b) and 1303 shall not apply to part-time nurses.
- (b) Subject to Article 1308, part-time nurses shall not be scheduled to work in excess of five (5) consecutive calendar days without a day off.

Notwithstanding the foregoing, a nurse may elect to work six (6) consecutive calendar days without a day off.

- (c) Part-time nurses shall be entitled to compensation for overtime worked in excess of the posted and confirmed schedule as per Article 1305 of this Agreement or seven and one-half (7.50) hours, whichever is greater.

In the event a part-time nurse works the equivalent of regular full-time hours [seventy-five (75) in a two (2) week period] and is required to work on their scheduled day off they shall be compensated at the rate of two (2) times their basic rate of pay for all hours actually worked on such scheduled day off.

- (d) A part-time nurse who is advised not to report for a scheduled shift or commences a scheduled shift and is sent home early for any reason shall receive pay for the scheduled hours not worked.

3206 Filling of Regular Full-time Vacancies

- (a) On appointment to a regular full-time position all benefits of this Agreement not previously applicable will apply and commence to accrue from the date of appointment to the regular full-time position subject to the regulations and eligibility requirements applicable to regular full-time nurses. The nurse's future anniversary date for the purpose of annual increments shall be calculated by the following formula:

Regular full-time hours (1950) less hours worked exclusive of overtime in their part-time position, or twelve (12) months whichever occurs later, from their last increment date or their start date as the case may be.

- (b) A part-time nurse will retain their accumulated service credits for the purpose of calculating vacation entitlement in the regular full-time position.
- (c) A regular full-time nurses' future anniversary date for the purpose of annual increments on appointment to a part-time position shall be calculated by the following formula:

Part-time hours (1745) less hours worked exclusive of overtime in their full-time position, or twelve (12) months whichever occurs later, from their last increment date or their start dates as the case may be.

3207 Jury and Witness Duty and Bereavement Leave

In accordance with Articles 2410 and 2411 the pay entitlement of part-time nurses for authorized jury and witness duty and bereavement leave shall be limited to their posted scheduled hours of work.

3208 Insured Benefits and Pension

- (a) Part-time nurses who are hired to work a minimum of forty (40) hours bi-weekly shall be required to participate in the insured benefit plans applicable to regular full-time nurses, subject to the regulations and requirements of these plans.
- (b) In the case of the Pension Plan, entitlement for regular full-time and part-time nurses shall be governed by the rules and/or Legislation affecting any such plan.

3209 Recognized Holidays

- (a) On each pay cheque part-time nurses shall be paid, in addition to their regular rate of pay, five point three eight percent (5.38%) of their gross earnings calculated on all paid hours (excluding overtime hours as defined in Article 15 and 3206) in lieu of Recognized Holidays.
- (b) Part-time nurses required to work on a Recognized Holiday shall be paid, in addition to (a) above, at one and one-half (1.50) times their regular rate of pay for all hours worked on the Recognized Holiday. An exception to this payment shall be made if a nurse is required to work on Good Friday, Christmas Day or New Year's Day in which case they shall be paid at two (2) times their regular rate of pay.

3210 Annual Vacation

- (a) Vacation pay shall be calculated as follows:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Regular Full-time Hours}} \quad \text{X} \quad \text{Entitlement of a Full-time nurse}$$

(during vacation year)

- (b) Unless otherwise mutually agreed between the nurse and the Employer, part-time nurses shall receive their entitled vacation over the period of time equivalent to the vacation period of a regular full-time nurse and shall be paid their earned vacation pay proportionately during each week of scheduled vacation.

Vacation earned by a part-time nurse in any vacation year is taken in the following vacation year.

Notwithstanding the above, part-time nurses may request to take vacation leave without pay in the vacation year that they are hired. Such leave will be prorated, calculated in accordance with Article 2002. Requests will be considered on an individual basis and may be granted, if feasible, after the earned vacation of other nurses has been scheduled.

3211 Income Protection

- (a) Effective September 1, 2003, part-time nurses, on staff on the date of signing of this Collective Agreement, will retain their accumulated income protection for their future use, in accordance with the Memorandum of Understanding re Application of Current Income Protection Entitlements, and commence to accrue income protection in accordance with the provisions of the Income Protection Program for full-time nurses as set out in Article 2202.

Part-time nurses hired after September 1, 2003 will be covered under the income protection provisions for regular full-time nurses in accordance with Article 2202.

- (b) Payments from income protection banks will be based on posted scheduled hours of work only for days on which nurses are required to work but cannot attend due to illness. If the nurse's illness continues beyond their posted scheduled hours of work (i.e., no further work is scheduled for them because of their illness), payments from the income protection bank will be based on the weekly average number of hours scheduled for the nurse in the six (6) week period immediately preceding the day in which the nurse first requested such income protection leave.
- (c) Upon termination of employment, all accumulated income protection benefit shall be cancelled and no payment shall be due therefore.

3212 General Conditions

The Employer agrees to deduct an amount equal to the current bi-weekly dues as specified in writing by the Union in any period for which a part-time nurse receives salary. Such dues shall be forwarded to the Manitoba Nurses' Union in accordance with Article 502.

ARTICLE 33 -- CASUAL NURSES

3301 On each pay cheque casual nurses shall be paid in addition to their regular rate of pay, five point three eight percent (5.38%) of their gross earnings in lieu of Recognized Holidays.

3302 Casual nurses will receive vacation pay at the rate of six percent (6%) of all hours paid at basic salary in a bi-weekly pay period.

3303 Casual nurses are paid in accordance with the salaries specified in Appendices "A" and "B" and receive a starting salary as described in Article 37.

A casual nurse shall receive increments (calculated from the date of their last increment, or the nurse's start date as the case may be) on the basis of one (1) increment for each 1950 regular hours worked. Such increment shall be applied on the first day of the first pay period following completion of 1950 hours.

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

- (a) Such casual nurse will be paid in accordance with the salary specified in Appendices "A" and "B";
- (b) They 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.
- (c) Such request to be placed on the casual roster is subject to approval by the Manager, or designate.

3304 Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 1501(a) and (b);
- shift premium and weekend premium outlined in Article 14;
- Responsibility Pay premium outlined in Article 17;
- transportation allowance outlined in Article 19;
- the rights outlined in Articles 2806, 2807, 2808;
- Jury and Witness Duty outlined in Articles 2410;
- continuation of placement at the twenty (20) year rate if rehired after a period of no longer than six (6) months.

3305 Casual nurses required to work on a Recognized Holiday shall be paid at the rate of time and one-half (1.50) their basic rate of pay. An exception to this payment shall be made if a nurse is required to work on Good Friday, Christmas Day or New Year's Day in which case they shall be paid at two (2) times their regular rate of pay and not one and one-half (1.50) times.

3306 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.

3307 A casual nurse reporting for work and finding no work available will be guaranteed three (3) hours pay at their basic rate of pay.

3308 Articles 11 and 12 herein apply only with respect to the terms of this Article.

3309 Casual nurses shall accrue seniority for hours worked only for the purposes of Article 29 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position in accordance with 2905 (a), they shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

ARTICLE 34 -- GRADUATE NURSES

3401 The terms of this Agreement shall be applicable to the graduate nurse except as follows:

Salaries and Increments of the Graduate Nurse

- (a) Starting salary of the newly graduated graduate nurse awaiting initial registration as a Registered 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 who obtains registration within one (1) year of commencing employment shall be the date of their commencement of employment.

3402 Termination

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 will be deemed to be just cause for termination.

ARTICLE 35 - MEDICAL APPOINTMENTS

3501 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

3502 With the approval of the Employer, a nurse may choose to be examined by a physician or nurse practitioner 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.

3503 Provided that as much notice as possible is given, time off for medical and dental examinations may be granted and such time off shall be chargeable against accumulated income protection credits. Such time shall not exceed fifteen (15) working hours per year except in extenuating circumstances. On request, nurses will be required to show proof of such care.

ARTICLE 36 - INSURED BENEFITS AND PENSION

3601 Dental Plan

- (a) All nurses must join the Dental Plan the first (1st) of the month following the completion of three (3) months of employment. Nurses may opt out of this plan only if their spouse has equal or better coverage through their Employer.
- (b) The Employer shall pay sixty-six and two thirds percent (66 2/3%) of the premium cost for each participating nurse with the nurse paying the remaining thirty-three and one third percent (33 1/3%).

3602 Extended Health Care Plan

- (a) All nurses must join the Extended Health Plan the first (1st) of the month following the completion of three (3) months of employment. Nurses may opt out of this plan only if their spouse has equal or better coverage through their Employer.
- (b) The Employer shall pay one hundred percent (100%) of the premium cost of the Extended Health plan for each participating nurse.
- (c) Vision Care
A Vision Care plan is available for nurses, which provides a maximum of \$250.00/24 months. The cost of this Vision Care plan is one hundred percent (100%) Employer paid.

3603 Plan Coverage and Substitution of Carrier

- (a) Details of the Extended Health Care Plan and the Dental Plan are as outlined in the Employee Benefits Handbook as distributed by the Employer from time to time.
- (b) Provided that the benefits of either the Extended Health Care Plan or the Dental Plan are not reduced, the Employer may at any time substitute another carrier or other carriers, as the case may be, to underwrite such plans.

3604 Nurses in the bargaining unit shall participate in accordance with the eligibility provisions of the CBS Defined Benefit Pension (the "Plan"). The rate at which the nurses shall contribute to the Plan shall be as established from time to time in accordance with the terms of the Plan. The rate at which the Employer shall contribute to the Plan is limited to the fixed amount established from time to time in accordance with the terms of the Plan. The parties agree that the Plan is a defined benefit pension plan to which section 14(3) of the Pension Benefits Act, R.S.O. 1990 c. P.8 and section 6(1) of Regulation 909 under the Pension Benefits Act, supra apply. For purposes of clarity the contribution rate of both nurses and the Employer are described at Appendix "D" hereto.

3605 Other Insured Benefits

CBS shall continue to sponsor Life Insurance, Accidental Death and Dismemberment and Long Term Disability coverage. Employee participation shall be subject to the rules and regulations of these plans.

3606 Part-time nurses who work an average of twenty (20) regular hours per week in six (6) months – January to June, or July to December – will be required to participate in the Insured Benefits plans available to regular full-time nurses, in accordance with the rules and regulations of the plans.

ARTICLE 37 - SALARIES, INCREMENTS AND RETROACTIVITY

3701 The nurses covered under this Collective Agreement shall be paid wages and salaries bi-weekly as set out in Appendix "A" annexed hereto.

3702 Increments

Increments as specified in 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.

3703 If a nurse takes an unpaid leave of absence, the annual date on which they will be paid an increment will be delayed for one (1) month for every full month they are on leave of absence.

Notwithstanding the above, increments will not be delayed because of educational leave of up to two (2) years.

3704 Experience

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1 year (1950 hours)	Start Rate
1 year (1950 hours) within past 4 years	1 Year Rate
2 years (3900 hours) within past 5 years	2 Year Rate
3 years (5850 hours) within past 6 years	3 Year Rate
4 years (7800 hours) within past 6 years	4 Year Rate
5 years (9750 hours) within past 7 years	5 Year Rate
*6 years (11,700 hours) within past 8 years	6 Year Rate
**7 years (13,650 hours) within past 9 years	7 Year Rate

*effective October 1, 2022

**effective October 1, 2023

A nurse in good standing as a Registered Nurse in another province may commence employment at the "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 retroactive to the date of their initial employment.

3705 General

Starting salaries, as specified in Article 3704 above, are to be regarded as minimum and shall not prevent the Employer from granting a higher salary to any nurse when, in the judgment of the Employer, additional experience or other qualifications so warrant it.

3706 If new classifications which come under the scope of this Agreement are created during the term of this Agreement, or if there is 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 position. If the Union wishes to enter into negotiations on these rates of pay, it will so inform the Employer within seven (7) working days and negotiations will commence within an additional ten (10) working 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 12, Arbitration Procedure, herein, commencing at Step 2.

3707 Retroactivity

Nurses employed at the signing of this Collective Agreement will receive full retroactivity of salary increases to April 1, 2022.

Upon application, nurses who have terminated employment with the Employer prior to the signing date of this Collective Agreement, shall have three (3) months from the date of ratification to be entitled to retroactive pay of their salary increases for the period that they were employed between April 1, 2022 and the nurse's date of termination.

3708 Unless otherwise specified, all changes in the new Collective Agreement shall take effect on the date of ratification of this Agreement.

3709 Retiring Allowance

A nurse who has fifteen (15) or more years of continuous employment is entitled to be paid on retirement, a lump sum payment equal to one (1) weeks pay per year of continuous service to a maximum of twenty (20) weeks pay, calculated by the following formula:

$$\frac{\text{Total Regular Paid Hours}}{1950 \text{ Hours}} \quad X \quad 37.50 \text{ hours x hourly rate @ time of retirement}$$

This provision shall apply to all nurses in the Pension Plan as at March 14, 1997.

3710 Where a nurse is entitled to the retiring allowance in accordance with the conditions listed above, and the nurse dies prior to receiving this benefit, it is understood that the retiring allowance benefit will be paid to their estate.

3711 Retirement Allowance

(a) Regular 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 with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (iv) terminate employment at any time due to permanent disability,

shall be paid a retirement allowance on the basis of four (4) days per year of employment.

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

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

(b) Part-time nurses who:

- (i) retire at age sixty-five (65) years; or
- (ii) retire after age sixty-five (65) years; or

(iii) have completed at least ten (10) years continuous employment with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years; or

(iv) terminate employment at any time due to permanent disability,

shall be paid a retirement allowance 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, the retirement allowance for any period of layoff up to a maximum of two (2) years will be calculated on a pro rata basis, based on the following formula:

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

- (c) Calculation of a retirement allowance shall be based on continuous service between the date the nurse last commenced employment with the Employer and the date of their retirement.
- (d) Where a nurse is entitled to a retirement allowance in accordance with the conditions listed above, and the nurse dies prior to receiving this benefit, it is understood that the retirement allowance benefit shall be paid to their estate.
- (e) A nurse's Retirement Allowance shall be reduced by the amount of any severance received from the Employer, irrespective of the source of such severance.
- (f) Nurses eligible for a retirement allowance under 3709 shall not be eligible for this benefit.

ARTICLE 38 – PROMOTION

3801 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 nurse at the top of the increment of their classification, and who is promoted, shall be placed at the increment that provides for a minimum increase of three percent (3%). In any event, any promotional salary shall be limited to the maximum of the top increment for the new classification.

ARTICLE 39 – UNIFORMS

3901 Where uniforms are required by the Employer, the Employer shall supply such uniforms or provide an annual allowance in accordance with its policy regarding this issue.

APPENDIX "A"

April 1, 2022 2.00%	Hourly salary calculated as (monthly salary x 12) ÷ annual Annual Hours = 1950								
	START	1 YEAR	2 Year	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
Staff Nurse	77507.592	80212.716	82926.276	85753.812	88518.024	91375.068			93202.572
	6458.966	6684.393	6910.523	7146.151	7376.502	7614.589			7766.881
	39.747	41.135	42.526	43.976	45.394	46.859			47.796
Supply Chain Trainer	83213.256	86293.980	89378.916	92742.372	96595.416	100334.496	104246.580		106331.508
	6934.438	7191.165	7448.243	7728.531	8049.618	8361.208	8687.215		8860.959
	42.673	44.253	45.835	47.560	49.536	51.454	53.460		54.529
20 Year Long Service	84877.536	88019.856	91166.508	94597.224	98527.308	102341.184	106331.484		
	7073.128	7334.988	7597.209	7883.102	8210.609	8528.432	8860.957		
	43.527	45.138	46.752	48.511	50.527	52.483	54.529		

October 1, 2022 0.00%	Hourly salary calculated as (monthly salary x 12) ÷ annual								
	START	1 YEAR	2 Year	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
Staff Nurse	77507.592	80212.716	82926.276	85753.812	88518.024	91375.068	93202.572		95066.628
	6458.966	6684.393	6910.523	7146.151	7376.502	7614.589	7766.881		7922.219
	39.747	41.135	42.526	43.976	45.394	46.859	47.796		48.752
Supply Chain Trainer	83213.256	86293.980	89378.916	92742.372	96595.416	100334.496	104246.580		106331.508
	6934.438	7191.165	7448.243	7728.531	8049.618	8361.208	8687.215		8860.959
	42.673	44.253	45.835	47.560	49.536	51.454	53.460		54.529
20 Year Long Service	84877.536	88019.856	91166.508	94597.224	98527.308	102341.184	106331.484		
	7073.128	7334.988	7597.209	7883.102	8210.609	8528.432	8860.957		
	43.527	45.138	46.752	48.511	50.527	52.483	54.529		

April 1, 2023 2.00%	Hourly salary calculated as (monthly salary x 12) ÷ annual Annual Hours = 1950								
	START	1 YEAR	2 Year	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
Staff Nurse	79057.740	81816.972	84584.796	87468.888	90288.384	93202.572	95066.616		96967.944
	6588.145	6818.081	7048.733	7289.074	7524.032	7766.881	7922.218		8080.662
	40.542	41.957	43.377	44.856	46.302	47.796	48.752		49.727
Supply Chain Trainer	84877.524	88019.856	91166.496	94597.224	98527.320	102341.184	106331.508		108458.136
	7073.127	7334.988	7597.208	7883.102	8210.610	8528.432	8860.959		9038.178
	43.527	45.138	46.752	48.511	50.527	52.483	54.529		55.620
20 Year Long Service	86575.092	89780.256	92989.836	96489.168	100497.852	104388.012	108458.112		
	7214.591	7481.688	7749.153	8040.764	8374.821	8699.001	9038.176		
	44.397	46.041	47.687	49.482	51.537	53.532	55.620		

October 1, 2023 0.00%	Hourly salary calculated as (monthly salary x 12) ÷ annual Annual Hours = 1950								
	START	1 YEAR	2 Year	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
Staff Nurse	79057.740	81816.972	84584.796	87468.888	90288.384	93202.572	95066.616	96967.944	98907.300
	6588.145	6818.081	7048.733	7289.074	7524.032	7766.881	7922.218	8080.662	8242.275
	40.542	41.957	43.377	44.856	46.302	47.796	48.752	49.727	50.722
Supply Chain Trainer	84877.524	88019.856	91166.496	94597.224	98527.320	102341.184	106331.508	108458.136	110627.304
	7073.127	7334.988	7597.208	7883.102	8210.610	8528.432	8860.959	9038.178	9218.942
	43.527	45.138	46.752	48.511	50.527	52.483	54.529	55.620	56.732
20 Year Long Service	86575.092	89780.256	92989.836	96489.168	100497.852	104388.012	108458.112	110627.280	
	7214.591	7481.688	7749.153	8040.764	8374.821	8699.001	9038.176	9218.940	
	44.397	46.041	47.687	49.482	51.537	53.532	55.620	56.732	

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 the Nursing Unit Administration course, or the University Certificate in Nursing (the one year course, also called the University Diploma in Nursing), or a Registered Nurse with a Registered Psychiatric Nurse Diploma, or the equivalent in the opinion of the Employer, provided such course preparation is relevant to the position held by the nurse:

Thirty-one cents (\$0.31) for all paid hours

- (b) For a Baccalaureate Degree in Nursing, or Baccalaureate Degree in Arts or Science, or the equivalent in the opinion of the Employer:

Sixty-two cents (\$0.62) for all paid hours

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

Ninety-two cents (\$0.92) for all paid hours

APPENDIX "C" – OCCUPATIONAL CLASSIFICATIONS

STAFF NURSE

A Registered Nurse employed in a general duty position.

SUPPLY CHAIN TRAINER

A Registered Nurse who supports all training activities within the Region.

APPENDIX “D”

CBS DEFINED BENEFIT PENSION PLAN

SAMPLE CONTRIBUTION SCHEDULE

Total Annual Cost	Members' Contribution Rate	Employer Contribution Rate
14.00%	6.00%	8.00%
13.00%	5.50%	7.50%
12.00%	5.00%	7.00%
11.75%	4.88%	6.88%
11.50%	4.75%	6.75%
11.25%	4.75%	6.50%
11.00%	4.75%	6.25%
10.75%	4.75%	6.00%
10.50%	4.75%	5.75%
10.25%	4.75%	5.50%
10.00%	4.75%	5.25%
9.75%	4.75%	5.00%
9.50%	4.75%	4.75%
9.00%	4.50%	4.50%
8.00%	4.00%	4.00%
7.00%	3.50%	3.50%

Notes

- (1) Above contribution rates are prior to utilization of any surplus to reduce contributions.
- (2) Should total annual cost be set at a level greater than 14%, member and Employer contribution rates will be such that the Employer contribution rate is 2% greater than the members' contribution rate
- (3) Should total annual cost be set at a level lower than 7%, member and Employer contribution rates will be such that the Employer contribution rate is equal to the members' contribution rate
- (4) Members' contribution rate and Employer contribution rate should be interpolated from the above table where the total annual cost falls between amounts shown

Due to the COVID-19 pandemic, the parties agree that faxed, scanned or electronic signatures shall be of equal force and effect as original signatures, and that this Collective Agreement may be signed in counterparts.

FOR THE EMPLOYER:

Andrew Pateman

Chele Robson

KParsons

Kapil Uppal

FOR THE UNION:

Liona Barrett

Ashana Biscoe

V. G. G. G.

Lei Ka

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES' UNION**

Re: MHSC 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 a sharing of the cost of these premiums.

FOR THE EMPLOYER:

Chevie Robson

KParsons

Kapil Uppal

FOR THE UNION:

Liona Sarrett

Ashuna Briscoe

v. Gaur

Sei K

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES' UNION**

Re: Ratification of Collective Agreement

The ratification date of the current Collective Agreement occurred on June 28, 2023.

FOR THE EMPLOYER:

Chevie Robson

K Parsons

Kapil Uppal

FOR THE UNION:

Liona Barrett

Shauna Bisce

v. Gaur

Sei K

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES' UNION**

Re: Increasing or Decreasing FTE

The Parties agree it may be of mutual benefit to the nurses and the Employer to allow regular full-time and part-time nurses, an opportunity to increase or decrease their FTE. Where applicable and where the Employer and the nurse and the Union mutually agree such an increase or decrease may occur without the application of Article 29.

Notwithstanding the above, no nurse shall be permitted to increase their defined full-time equivalent (FTE) while other nurses are on lay off, as long as the laid off nurses can perform the work required.

FOR THE EMPLOYER:

Chele Robson

K Parsons

Kapil Uppal

FOR THE UNION:

Liona Barrett

Shauna Bisce

V. G. G. G.

Sei Ka

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES' UNION**

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

In the event that a nurse from Canadian Blood Services Local 62 is selected or elected to the Presidency of the Manitoba Nurses' Union, the Parties will meet to discuss the terms of the secondment.

FOR THE EMPLOYER:

Chevie Robson

KParsons

Kapil Uppal

FOR THE UNION:

Liona Barrett

Ashura Briscoe

v. Gaur

Leik

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES' UNION**

Re: *Phlebotomists of Donor Care Associates or Clinic Assistants*

The Employer agrees that no bargaining unit nurse(s) shall be laid off or have their minimum hours of work as specified in their letter of appointment reduced as a direct result of the introduction of Phlebotomists or Donor Care Associates or Clinic Assistants performing donor screening.

FOR THE EMPLOYER:

Chevie Robson
K Parsons
Kapil Uppal

FOR THE UNION:

Liona Barrett
Ashura Briscoe
V. Gaur
Leik

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES' UNION**

Re: "Central" Table Negotiations

Any General Wage Increase (GWI), shift premium, weekend premium increase differential negotiated at the Central Bargaining Table between Provincial Health Labour Relations Secretariat and MNU (applicable during the period April 1, 2022 to March 31, 2025) shall be implemented for the nurses employed by Canadian Blood Services including retroactivity within this period, if applicable.

FOR THE EMPLOYER:

Chevie Robson

K Parsons

Kapil Uppal

FOR THE UNION:

Liona Barrett

Shauna Bruce

Volunteer

Lei K

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES' UNION**

Re: Overtime

In recognition of the difficulties associated with nurses being able to receive time owing as a result of overtime worked, a nurse with 20 years continuous service will be allowed to bank 37.5 hours (1 week) of overtime. This one week of banked time will be declared by the nurse and shall be booked during the vacation scheduling period but the nurse will not be permitted to use their seniority to book this time off. Any nurse who intends to bank the one week will be allowed to do so, and will inform the Employer of same no later than March 1st. This one week shall be over and above that period outlined in Article 15.

FOR THE EMPLOYER:

Chele Robson
K Parsons
Kapil Uppal

FOR THE UNION:

Liona Barrett
Ashura Brice
V. Gaur
Leik

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES' UNION**

Re: Terms & Conditions Re Changes in the Delivery of Services and/or Staffing Complement

All terms and conditions of the Collective Agreement shall apply to nurses affected by a change in the delivery of services and/or a change in the current complement of nursing staff except as modified herein:

1. The Employer agrees to notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of services and/or in the current complement of nursing staff and/or nursing hours.

In the case of a merger, amalgamation or transfer of services and/or operations between Canadian Blood Services and another employer, or group of employers, the Employer and the Union agree to initiate joint discussions with the involved Employer(s) and Union(s) for the purpose of effecting reasonable provisions to protect the interests of the nurse(s) affected.
2. If it becomes necessary to reduce the staffing complement, and/or nursing hours, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the above.
3. The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected nurse(s) shall retain employment with the Employer, and where nursing hour reductions cannot be accomplished in accordance with 4 above, Article 27 will apply except laid off nurse(s) will accrue and/or retain seniority in accordance with Article 25 and recall rights for a period of two (2) years.

FOR THE EMPLOYER:

Chevie Robson

K Parsons

Kapil Uppal

FOR THE UNION:

Liona Barrett

Shauna Bruce

Volunteer

Sei K

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES UNION**

Re: Sunday Clinics

The Employer agrees to advise the Union as soon as reasonably possible in the event that they decide to open regular Sunday Clinics.

FOR THE EMPLOYER:

Chele Robson

K Parsons

Kapil Uppal

FOR THE UNION:

Liona Barrett

Ashana Bisce

V. Gaur

Sei K

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES UNION**

Re: Voluntary Resignation for Registered Nurses

Whereas employees not included in the bargaining unit will perform donor screening;

Therefore, the Parties hereby agree to the following:

1. No nurse shall be subject to an involuntary layoff solely due to non-bargaining unit employees performing donor screening
2. The Employer may, at its sole discretion, canvas nurses to determine if any request to voluntarily terminate employment with the Employer.
3. The Employer shall maintain sole discretion in determining the number of nurses for which voluntary termination will be granted.
4. The Employer shall first grant voluntary termination requests from nurses made pursuant to 2 above who are eligible to retire in accordance with the provisions and requirements of the Canadian Blood Services Pension Plan in order of seniority providing that operational requirements are maintained to the satisfaction of the Employer.
5. Should the Employer determine that, following the application of 4 above, additional voluntary terminations can be granted, the Employer shall next grant voluntary termination requests in descending order of seniority, providing that operational requirements are maintained to the satisfaction of the Employer.
6. The Employer shall maintain sole discretion in determining the last day worked for nurses for whom the Employer grants voluntary termination.
7. Any nurse to whom the Employer grants voluntary severance shall not be eligible for the provisions of the Career Bridging Program. Such nurse shall also forfeit their right to notice and severance as contemplated by the Collective Agreement or legislation.

8. Notwithstanding 7 above, any nurse to whom the Employer grants voluntary severance shall receive a voluntary termination package consisting of:
- a) A severance payment of three (3) weeks' regular pay per year of service to a maximum of seventy (70) week's regular pay. In the case of part-time nurses, a pro-rated severance payment shall be calculated based on the following formula, to a maximum of seventy (70) regular weeks' pay:
$$\frac{\text{regular hours worked}}{1950 \text{ hours}} \times 112.5 \text{ hours} \times \text{hourly rate of pay}$$
 - b) Career transition services to a maximum value of \$1925, to be executed by a service provider of the Employer's sole discretion.
 - c) An education allowance not to exceed five percent (5%) of the nurse's regular earnings in the twelve (12) months preceding their voluntary termination for endeavours that the Employer considers to influence a nurse's future employment opportunities. Nurses shall apply for such allowance in writing using a form to be provided by the Employer.
9. The provisions of this Memorandum of Agreement shall not apply to temporary or casual nurses.

FOR THE EMPLOYER:

Chele Robson

K Parsons

Kapil Uppal

FOR THE UNION:

Liona Barrett

Shauna Bisce

Volunteer

Sei K

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES UNION**

Re: Lump sum payment

Each nurse currently employed-with the Employer on date of ratification shall be entitled to a one-time lump sum payment calculated on the following basis:

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

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

All statutory deductions will apply to this payment. The lump-sum payment is deemed non-pensionable.

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

FOR THE EMPLOYER:

FOR THE UNION:

Cherie Robson

Liona Barrett

KParsons

Shauna Bruce

Kapil Uppal

Volunteer

Leika

Signed the 19 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CANADIAN BLOOD SERVICES, WINNIPEG, MANITOBA
AND
CANADIAN BLOOD SERVICES NURSES LOCAL 62
OF THE MANITOBA NURSES UNION**

Re: Canadian Blood Services Universal Benefits Plan

Whereas the parties are interested in creating and maintaining a Universal Benefits Plan which would apply to all eligible employees at Canadian Blood Services, the Parties hereby agree that:

1. As of the 1st day of April, 2006, all eligible employees represented by the Union shall participate in the Universal Benefits Plan.
2. As of the 1st day of April, 2006, the Universal Benefits Plan, as described in the attached plan summary, shall replace Articles 3401, 3402, 3403 and 3405 – Insured Benefits as contemplated by the Collective Agreement.
3. Other-than-full-time employees' eligibility for participation in the Universal Benefits Plan shall continue as per their current eligibility for participation under the Collective Agreement (Article 3406).
4. The Employer shall make future enhancements to the Universal Benefits Plan, or initiate cost saving measures at its sole discretion.
5. The levels of coverage of the Universal Benefits Plan shall not be reduced from those levels in effect as of the date of signing of this Memorandum of Understanding.
6. The contents of the Universal Benefits Plan are not subject to negotiation and shall not be modified in any way for any reason by negotiations of any kind between the parties.
7. If the Union no longer wishes to participate in the plan, it may indicate its withdrawal in writing prior to the expiry date of the Collective Agreement, at which time this Memorandum of Understanding shall be null and void and the provisions of the Collective Agreement with regard to Benefits shall prevail (Articles 3401, 3402, 3403, 3405 and 3406).

For the purposes of this Memorandum of Understanding:

“The Parties” shall mean the Employer and the Union.

“Universal Benefits Plan” shall mean the extended health care, dental, life insurance, accidental death and dismemberment insurance, and business travel accident insurance plans provided to non-union employees (and as amended by the attached plan description) as of the date of signing of this Memorandum of Understanding.

An “eligible employee” shall mean an employee who is entitled to participate in the Universal Benefits Plan benefits plan, subject to the rules and regulations of the plan.

An “other-than-full-time employee” shall mean a part-time employee.

“Collective Agreement” shall mean the Collective Agreement between Canadian Blood Services and the Manitoba Nurses’ Union Local 62.

FOR THE EMPLOYER:

FOR THE UNION:

Type text here

Chelle Robson

Liona Barrett

K Parsons

Ashana Bisce

Kapil Uppal

v. Gaur

Sei K

Signed the 19 day of September, 2023.

Type text here

CANADIAN BLOOD SERVICES UNIVERSAL BENEFITS PLAN

PLAN FEATURES	
Retirement Division	<ul style="list-style-type: none"> ▪ As per the current retirement division
MAJOR MEDICAL (EXTENDED HEALTH CARE)	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ As per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ Full-time: 1st of the month following date of hire ▪ Part-time: as per the Collective Agreement
Participation Basis	<ul style="list-style-type: none"> ▪ Employee coverage: compulsory (except for opting out provisions as set out in the benefits contract) ▪ dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ As per the Collective Agreement
Deductible	<ul style="list-style-type: none"> ▪ \$15 single/\$25 family deductible for drug expenses ▪ nil for all other expenses
Combined Maximum	<ul style="list-style-type: none"> ▪ Unlimited
Coinsurance <ul style="list-style-type: none"> ▪ Drugs ▪ Hospital ▪ Vision ▪ Other Eligible Expenses 	<ul style="list-style-type: none"> ▪ 100% ▪ 100% ▪ 100% ▪ 80% professional and paramedical services ▪ 100% for all other expenses
<ul style="list-style-type: none"> ▪ Drug Features 	<ul style="list-style-type: none"> ▪ Drugs available only by prescription (plus certain life-sustaining drugs that do not legally require a prescription) with a valid Drug Identification Number (DIN) ▪ Pay direct drug card ▪ Includes claims management features such as, dynamic maintenance, generic drug substitution, and reasonable and customary pharmacy mark-up and dispensing fee maximums by province ▪ Prescription drugs with valid drug identification number (DIN) ▪ Over the counter products are not eligible ▪ Use of a pay direct drug card to purchase prescription drugs, which includes Manulife Managed Formulary, mandatory generic drug program, and reasonable and customary pharmacy mark-ups by province ▪ Anti-obesity drugs ▪ Smoking cessation drugs to \$300 life time maximum per person ▪ Fertility drugs are subject to a lifetime maximum of \$15,000 per person ▪ Charges for oral contraceptives, intrauterine devices and diaphragms <p><i>Gender affirmation:</i> \$10,000 maximum per person per lifetime for non-elective, medical necessary treatment</p> <ul style="list-style-type: none"> ▪ Coverage is coordinated with provincial coverage, where it exists
<ul style="list-style-type: none"> ▪ Hospital Room 	<ul style="list-style-type: none"> ▪ Private or semi private
<ul style="list-style-type: none"> ▪ Nursing Care 	<ul style="list-style-type: none"> ▪ Max \$25,000 per person every 3 years
<ul style="list-style-type: none"> ▪ Paramedical ▪ Acupuncture ▪ Chiropractor ▪ Osteopath 	<ul style="list-style-type: none"> ▪ 80% paramedical services to applicable maximum ▪ Max of \$500 per person per year ▪ Max of \$500 per person per year ▪ Max of \$500 per person per year*

PLAN FEATURES	
Massage Therapist Naturopath Physio-therapist Podiatrist Psychologist/Social Worker/ Psychotherapist Speech Therapist	<ul style="list-style-type: none"> ▪ Max of \$500 per person per year ▪ Max of \$500 per person per year* ▪ Max of \$500 per person per year ▪ Max of \$500 per person per year* ▪ Max of \$1,500 per person per year
<ul style="list-style-type: none"> ▪ Vision Care 	<ul style="list-style-type: none"> ▪ Max of \$250 per person in any 24 consecutive months (frames, lenses, laser) ▪ One eye exam every 2 calendar years (reasonable and customary costs)
<ul style="list-style-type: none"> ▪ Hearing Aids 	<ul style="list-style-type: none"> ▪ Max of \$300 per person in any 5 consecutive calendar years
<ul style="list-style-type: none"> ▪ Other 	<ul style="list-style-type: none"> ▪ Nursing home accommodation – max \$20 a day ▪ Ambulance services to and from the nearest appropriate medical care ▪ Medical supplies and services to specified maximums ▪ Accidental dental treatment within 6 months of the accident ▪ Extra care (wigs or hairpieces up to \$500 lifetime per person)
<ul style="list-style-type: none"> ▪ Emergency Out-of-Country 	<ul style="list-style-type: none"> ▪ Emergency medical services ▪ Referral treatment ▪ Max of \$5 million lifetime per person
<ul style="list-style-type: none"> ▪ Travel Assistance 	<ul style="list-style-type: none"> ▪ Included
* Less any amount paid by the government plan	
DENTAL	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ As per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ Same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ Same as Major Medical
Required Number of Hours	<ul style="list-style-type: none"> ▪ Same as Major Medical
Dental Fee Guide	<ul style="list-style-type: none"> ▪ Current in province of residence
Deductibles	
Single	<ul style="list-style-type: none"> ▪ Nil
Family	<ul style="list-style-type: none"> ▪ Nil
Coinsurance	
▪ Part I Preventive	<ul style="list-style-type: none"> ▪ 100%
▪ Minor Restorative	<ul style="list-style-type: none"> ▪ 100%
▪ Part II Major Restorative	<ul style="list-style-type: none"> ▪ 50%
▪ Part III Orthodontic	<ul style="list-style-type: none"> ▪ 50% (Eligible Dependent Children only)
Orthodontic Dependent Children Age Basis	<ul style="list-style-type: none"> ▪ Under 19 years old
Benefit Maximum	<ul style="list-style-type: none"> ▪ Part I – unlimited ▪ Part II - \$1,500/year ▪ Part III - \$2,500 lifetime
Recall Exam	<ul style="list-style-type: none"> ▪ 6 months
X-Rays	<ul style="list-style-type: none"> ▪ Bitewing – once every 6 months ▪ Full mouth – once every 24 months
LONG TERM DISABILITY	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ As per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ Same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ Employee coverage: compulsory ▪ Dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ Same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ Less than 4 years of service: 66 2/3% of pre-disability earnings

PLAN FEATURES	
Maximum Benefit	<ul style="list-style-type: none"> ▪ 4 years of service or more: 75% of pre-disability earnings ▪ \$15,000 a month without Evidence of Insurability, \$23,000 a month with satisfactory Evidence of Insurability as per Manulife.
Qualifying Period	<ul style="list-style-type: none"> ▪ 15 weeks or expiration of sick leave credits whichever is greater
All Source Maximum	<ul style="list-style-type: none"> ▪ 80% of gross pre-disability earnings
Definition of Disability	<ul style="list-style-type: none"> ▪ 2 years own occupation as per Manulife
Indexation of Benefits	<ul style="list-style-type: none"> ▪ No
Pre-existing Condition Clause	<ul style="list-style-type: none"> ▪ Yes
BASIC LIFE INSURANCE	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ As per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ Same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ Employee coverage: compulsory ▪ Dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ Same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Reduction Formula	<ul style="list-style-type: none"> ▪ Employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
Maximum Benefit	<ul style="list-style-type: none"> ▪ Without evidence: \$600,000 ▪ With evidence: \$1,000,000 ▪ Combined maximums with Optional Life
OPTIONAL LIFE INSURANCE	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ As per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ Same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ Employee coverage: not compulsory ▪ Dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ Same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1x or 2x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
Maximum Benefit	<ul style="list-style-type: none"> ▪ Without evidence: \$600,000 ▪ With evidence: \$1,000,000 ▪ Combined maximums with Basic Life
DEPENDENT LIFE	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ As per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ Same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ Employee coverage: not applicable ▪ Dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ Same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ Spouse <ul style="list-style-type: none"> ▪ \$10,000 ▪ Each Eligible Child <ul style="list-style-type: none"> ▪ \$5,000
BASIC ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ As per the Collective Agreement

PLAN FEATURES	
Waiting Period	<ul style="list-style-type: none"> ▪ Same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ Employee coverage: compulsory ▪ Dependent coverage: not applicable
Required Number of Hours	<ul style="list-style-type: none"> ▪ Same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ 1.5x basic annual salary, rounded to next highest \$1,000, if not already a multiple of \$1,000
REDUCTION FORMULA	<ul style="list-style-type: none"> ▪ Employee at age 65: coverage immediately reduces at age 65 & on each anniversary thereafter to the following percentage of original amount: <ul style="list-style-type: none"> 85% at age 65 70% at age 66 55% at age 67 40% at age 68 25% at age 69
VOLUNTARY AD&D	
Premium Cost Sharing	<ul style="list-style-type: none"> ▪ As per the Collective Agreement
Waiting Period	<ul style="list-style-type: none"> ▪ Same as Major Medical
Participation Basis	<ul style="list-style-type: none"> ▪ Employee coverage: not compulsory ▪ Dependent coverage: not compulsory
Required Number of Hours	<ul style="list-style-type: none"> ▪ Same as Major Medical
Benefit Formula	<ul style="list-style-type: none"> ▪ Units of \$10,000 to maximum of \$500,000 ▪ Spouse, no children: 50% of employee coverage ▪ Spouse and eligible children: 40% of employee coverage for spouse & 10% for each child ▪ Eligible children only: 15% of employee coverage for each eligible child
<ul style="list-style-type: none"> ▪ Employee Coverage ▪ Family Coverage 	

This is a summary of your benefits. While every effort has been made to ensure the accuracy of this information, complete information of your benefits can be found in the policy contract. Should any difference occur between this information and the contract, the contract will prevail.

Effective April 1, 2023