

COLLECTIVE AGREEMENT

BETWEEN

CREE NATION TRIBAL HEALTH CENTRE INC.

AND

**CREE NATION TRIBAL HEALTH CENTRE NURSES LOCAL 56
OF THE MANITOBA NURSES UNION**

June 19, 2020 to June 18, 2023



A COMMITMENT TO CARING

THIS AGREEMENT made between

CREE NATION TRIBAL HEALTH CENTRE INC.

(hereinafter referred to as the “Employer”)

AND

**CREE NATION TRIBAL HEALTH CENTRE NURSES LOCAL 56
OF THE MANITOBA NURSES UNION**

(hereinafter referred to as the “Union”)

PREAMBLE

WHEREAS, it is the desire of both parties to this agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of Cree Nation Tribal Health Centre Inc; and to maintain harmonious relationships between the Employer and the members of the Union; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

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

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

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

ARTICLE 1 - SCOPE OF RECOGNITION

101 The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-7232.

ARTICLE 2 - DURATION

201 This Collective Agreement shall be in full force and effect from the 19th day of June, 2020, up to and including the 18th day of June, 2023.

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

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

ARTICLE 3 - DEFINITIONS

301 A "nurse" is a Registered Nurse, or a Licensed Practical Nurse, or a graduate nurse or a graduate practical nurse who is employed by the Employer in one of the occupational classifications described in Appendix "B" attached hereto and forming part of this Agreement, subject to 3807 herein.

302 Employment status of nurses shall be defined as:

- (a) A "full-time nurse" is one who works thirty-five (35) hours or more per week.
- (b) A "part-time nurse" is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14.
- (c) "Casual nurse" as defined in 3501.

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

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

305 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.

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

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

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

309 Definition of Continuous Service/Length of Employment

Length of employment or length of service shall mean the period of time since a nurse last became a full-time or part-time employee in a permanent or term position. Conversion from full-time or part-time status to casual status shall be considered a break in employment or service. When a casual employee subsequently becomes full or part-time, no previous employment or service shall be included in their length of employment or service.

ARTICLE 4 - MANAGEMENT RIGHTS

401 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of patient/resident/client care; the right to direct the work of its nurses; the right to hire, classify, assign to nursing positions and promote; the right to determine job content and the number of nurses in a nursing unit; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

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

ARTICLE 5 - UNION SECURITY AND REPRESENTATION

501 The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. Such letter shall include any dues exemptions. The Employer shall 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 (first, middle and last name)

for whom deductions have been made including the amount of the deduction and a list of the names of all nurses newly hired/terminated or the names of the nurses on a leave of absence for a period of four (4) weeks or longer. Electronic copies of the lists will be provided.

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 in accordance with F.I.P.P.A.

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

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

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

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

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

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

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

508 If required in relation to the renewal of the 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, when participating in negotiations in which both the Union and the Employer are present, subject to a maximum number of two (2) nurse representatives or officers of the Union. The time off for a 2nd nurse will be subject to operational requirements of the Employer. Any travel costs will be the responsibility of the Union and no overtime will be paid.

509 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.

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

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

512 A representative of the Union shall be granted not less than 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. A management representative may be present during this period.

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

ARTICLE 6 - CONTINUANCE OF OPERATIONS

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

ARTICLE 7 - NON DISCRIMINATION

701 The parties agree that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practiced by the Employer or any nurse by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, family relationship, mental/physical handicap, nor by reason of their membership or non-membership or activity in the Union or any other applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba, which may be amended from time to time.

Notwithstanding Article 3003, it is recognized that the Employer can apply hiring preferences in favour of Swampy Cree Tribal Council members and/or of other First Nations.

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

ARTICLE 7A - HEALTH AND SAFETY

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

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

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

On an annual basis the Workplace Safety and Health Committee will be provided with policies applicable to critical incidents for review.

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.

There shall be a policy supporting a Respectful Workplace and zero tolerance of staff abuse which shall be reviewed annually by the Workplace Health and Safety Committee. Such policy shall address the issue of communication strategies, which will include signage. The Employer's Respectful Workplace policy shall include a commitment to conclude the investigation as quickly as is reasonably possible and that the investigation process itself will be conducted in an impartial manner.

7A05 At the request of a nurse, the Employer shall provide, at no cost to the nurse, vaccination(s) and/or immunization(s) for occupational illness(es) in accordance with the Canadian Immunization Guide from the Laboratory Centre for Disease for Health Canada, such immunizations to be provided at a local hospital or pharmacy.

7A06 Rehabilitation and Return to Work Program - The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled nurses even when they are not covered under the LTD or MPI programs. Any such nurse will be supernumerary in nature when reasonably possible. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the meeting(s) with the nurse to review the provisions of the program to ensure that the work designated is within their restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Union and the nurse and may proceed without the Union's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

7A07 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 a nurse 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, as applicable, for all time spent carrying out their duties as a committee member under this Act and the regulations.

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

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

ARTICLE 8 - TECHNOLOGICAL CHANGE

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

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

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

802 A nurse who is displaced from their job as a result of technological change shall have the right to displace a nurse with less seniority in accordance with Article 27 specified in this Agreement.

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

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ARTICLE 10 - EMERGENCY, DISASTER, FIRE PLANS

1001 Emergency

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

For purposes of this Article, emergencies will be those situations which directly affect the safety or well-being of clients.

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.

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

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

1002 Drills

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

An inservice session related to evacuation procedures will be conducted at least once annually.

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

ARTICLE 11 - JOINT COMMITTEES

1101 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 include the Executive Director; Union representatives shall include the President and/or Vice-President of the Local. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The Committee shall meet semi-annually at the request of either party subject to five (5) days' notice being given.

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

1102 Every effort shall be made by both parties to schedule meetings of the Union Management Committee, or any other joint meetings, during regularly scheduled work time.

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 Worksite joint committee to which the Union is required to appoint representatives.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

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

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

1204 A nurse or Union representative shall request permission from their immediate supervisor to leave their duties in order to process grievances; they shall report to their immediate supervisor upon their return; they shall be granted this permission when, in the opinion of their immediate supervisor, it will not prejudice care or student education or require any staff replacement in either area. They shall not suffer loss of salary when engaged in such activities during regular working hours.

1205 Complaint Stage:

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

1206 Step One:

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

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

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

1207 Step Two:

If the dispute remains unresolved, the Union may within a further ten (10) days submit the grievance in writing to the Executive Director, and the Executive Director shall reply in writing within ten (10) days of receipt of the written grievance.

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

1208 For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

1209 The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the aggrieved nurse and/or the Union.

1210 Subject to the provision of 1209 above, and subject to Section 121(2) of The Labour Relations Act of Manitoba, failure of the nurse/Union to comply with any of the time limits specified in this Article shall result in the grievance being deemed abandoned, without prejudice.

1211 If the Employer fails to reply to a grievance within the prescribed time limits, the Union may process the grievance to the next step.

ARTICLE 13 - ARBITRATION PROCEDURE

1301 In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 12, within ten (10) days of the date upon which the written reply referred to in Article 12 is received from the Executive Director, the matter may then be referred to arbitration as hereinafter set forth.

1302 If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration as defined in 1301 above, then the procedure stated below will be followed.

1303 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) 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) days after the receipt of such notice, also appoint a nominee and the two (2) nominees thus appointed shall, within ten (10) days thereafter, select a third member who shall be Chairperson.

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

1305 Should the two (2) appointed nominees fail within ten (10) days to agree upon a Chairperson, the two (2) nominees shall forward a request to the Minister of Labour for Manitoba to select a Chairperson.

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

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

1308 In the event of a grievance alleging unjust layoff, suspension or discharge being referred to arbitration, the Arbitrator or Board of Arbitration shall be authorized to rule whether or not the nurse(s) concerned shall be reinstated and, in the event of

reinstatement, shall also be authorized to make an award in terms of compensation for regular salary lost or a reasonable alternate award, however, any monetary award shall not exceed the difference between salary lost and any wages that may have been earned from employment with another employer during the period of the layoff, suspension or discharge.

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

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

1311 Nothing in this Collective Agreement shall preclude a nurse or the Union committee and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures or to extend any of the stipulated time limits.

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

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

ARTICLE 14 - HOURS OF WORK

1401 Seventy (70.0) hours shall constitute a bi-weekly period of work, excluding meal periods, but including rest periods.

1402 The meal period will be scheduled by the Employer and will be one (1.0) hour in duration, unless otherwise mutually agreed between the nurse(s) concerned and the Employer.

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

1404 A shift shall be seven (7.0) consecutive hours of work exclusive of meal times and inclusive of two (2) fifteen (15) minute rest periods. This clause shall not, however, prevent trial and implementation of changes in shift length if mutually agreed between a majority of nurses whose schedule is affected, the Union representing those nurses

whose schedule is affected, and the Employer. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

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

1406 Where a nurse cannot arrive as scheduled at the Worksite due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the nurse shall be rescheduled at a mutually agreeable time if possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. Where the scheduling of such shift cannot be accommodated or the nurse chooses not to be rescheduled, they may take the time from banked time which includes banked overtime, Recognized Holidays or vacation.

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

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ARTICLE 16 - OVERTIME

1601 Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours

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

1602 Nurses may be expected to work in excess of 35 hours per week to complete their normal duties or to attend meetings or conferences. Reasonable excess hours, while travelling, are not deemed to be compensative but rather a condition of employment. In lieu of overtime each nurse shall receive floater days in accordance with the Employer's Overtime Policy. This will permit nurses to take one (1) day off per month (excepting

December), in the month earned in lieu of overtime. In cases where the nurse cannot take their floater in the month earned the nurse may, with the approval of management, carry the floater over. However, it must be used within two (2) months of the current month and floaters are not cumulative for more than two (2) months. No floaters are to be taken on designated staff meeting days unless prior approval is obtained from the Executive Director. Excessive overtime due to emergencies or other occurrences when staff is required to work must be approved by the Executive Director. Each nurse shall bank at the rate of one and one-half (1.50) times for authorized overtime in any one (1) day. Travel time on Saturdays and Sundays shall be compensated in accordance with the Employer's Overtime Policy.

1603 All overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed upon, but no later than March 31st of each fiscal year. Accumulated overtime not taken as time off by March 31st of each fiscal year shall be paid to the nurse in the last pay period of the fiscal year on a separate cheque without a surcharge.

1604 In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which case regular meal/rest periods shall occur.

1605 When a nurse is required to work overtime without advance notice for a period in excess of two (2) hours immediately following their scheduled shift, the Employer shall provide a meal at no cost to the nurse. This applies where such overtime is being worked more than 25 km outside of The Pas.

ARTICLE 17 - SHIFT PREMIUM AND WEEKEND PREMIUM

1701 It is understood that should the Employer implement a regular evening or weekend shift, the parties will meet to negotiate appropriate provisions to cover same.

ARTICLE 18 - STANDBY

1801 It is understood that should the Employer implement a requirement for Standby the parties will meet to negotiate appropriate provisions to cover same.

ARTICLE 19 - RESPONSIBILITY PAY

1901 A nurse temporarily assigned to a higher rated classification for more than three (3) consecutive days shall receive the higher rate of pay while occupying such classification.

ARTICLE 20 - TRANSPORTATION ALLOWANCE

2001 Where a nurse is required and authorized to use their privately owned vehicle on the Employer's business they shall be reimbursed for all travel from their office and between work locations in accordance with the Employer's per kilometer rate as set from time to time.

2002 It is understood that any adjustments in mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Cree Nation Tribal Health mileage rates became effective.

ARTICLE 21 - VACATIONS

2101 Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty- five (35.0) hours] equals one (1) calendar week. The vacation year shall be from April 1st to March 31st. Vacation earned in any vacation year is taken in the following vacation year.

The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to three (3) days of their regular vacation for the purpose of taking such time off for personal reasons such as Aboriginal Ceremonies, hunting and gathering purposes, or special occasions as long as adequate notice is given in order to accommodate scheduling.

2102 A nurse who has completed less than one (1) year of employment as at the cut-off date shall be entitled to a paid vacation at the rate of one and one-quarter (1.25) days (8.75 hours) per month worked, however, unless otherwise mutually agreed, the Employer is not obliged to permit earned vacation to be taken until a nurse has completed six (6) months of employment.

2103

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

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first twenty-four (24) months	Fifteen (15) days/three (3) weeks [105 hours] per year
In the twenty-fifth (25th) to forty-eighth (48 th) month inclusive (2-4 years)	Twenty (20) days/four (4) weeks [140.0 hours] per year
In the forty-ninth (49th) to one hundred and twentieth (120th) month inclusive (4-10 years)	Twenty-five (25) days/five (5) weeks [175.0 hours] per year
In the one hundred and twenty-first (21st) months and subsequent (over 10 years)	Thirty (30) days/six (6) weeks [210.0 hours] per year

- (b) Vacation entitlement for the vacation year following completion of the 2nd, 4th, and 10th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

2104 For the purposes of determining the rate at which vacation entitlement is earned, the term of continuous service of a nurse will be deemed to include:

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

2105 Terminal vacation pay shall be calculated in accordance with sections 2103 and 2105 and based on the nurse's rate of pay on the date of termination.

2106 A nurse must give as much advance notice of vacation requests as possible, and in any event not less than two (2) weeks' notice. Wherever possible, and subject to the amount of earned vacation a nurse has, vacation must be taken in reasonable efforts to accommodate nurses' vacation requests, subject to operational requirements. Where nurses' vacation requests conflict, priority will be given to those nurses having the most seniority within each occupational classification.

This shall not preclude the granting of vacation on lesser notice in case of an emergency

ARTICLE 22 - RECOGNIZED HOLIDAYS

2201 For purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1st), Louis Riel Day (la journee Louis Riel), Good Friday, Easter Monday, Victoria Day, Aboriginal Day (June 21), Canada Day (July 1st), the first Monday in August, Opaskwayak Indian Days Friday, Labour Day, Thanksgiving Day, Remembrance Day (November 11th), Christmas Day (December 25th), Boxing Day (December 26th), Solidarity Day, Aboriginal Veterans Day, Trappers Festival Friday, Treaty Day (as determined by OCN only) and any other statutory holidays declared by provincial authority.

For purposes of this Agreement, Recognized (paid) Holidays shall also include any days provided for under Cree Nation Tribal Health policies. The nurses and the Union will be provided with any changes to these policies if and when they occur.

2202 A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times their basic pay and in addition it is understood that one (1) day off shall be banked, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that they receive an extra day's pay at their basic rate of pay.

ARTICLE 23 - INCOME PROTECTION/SICK LEAVE

2301 A nurse having accumulated income/sick leave protection 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 illness, however, a nurse cannot receive income protection benefits for any period of time during which they are eligible for wage loss benefits from either the Disability Benefits Provider or the Manitoba Public Insurance as a result of a motor vehicle accident [subject to 2303]. It is understood that a nurse must apply for short term disability and long term disability benefits; or
- (ii) In the opinion of the Employer, their presence constituted a health hazard for patient and/or other employees 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 3704.

2302 Each nurse shall accumulate income protection at the rate of one and one-quarter (1.25) days for each full month of employment, to a maximum of seventy-five (75) days at any given time.

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

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

2303

- (a)
- (i) A nurse who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to their immediate supervisor.
 - (ii) Where a nurse is unable to work because of injuries sustained in a motor vehicle accident they must advise their supervisor as soon as possible and they must submit a claim for benefits to the Manitoba Public Insurance (MPI). The nurse shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.
 - (iii) Where a nurse has applied for MPI benefits and where a loss of normal salary would result while awaiting a MPI decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:
 - (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article 3802 (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - (v) The advance(s) will cover the period of time from the date of injury until the date the final MPI decision is received, however in no case the total amount of the advance shall exceed seventy percent (70%) of the value of the nurse's accumulated income protection credits.
 - (vi) The nurse shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the nurse.

- (vii) In the event that the MPI disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - (viii) Upon request, the Employer will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (b) (i) A nurse who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the MPI payments. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as defined in Article 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- The Employer's supplement shall be charged to the nurse's accumulated income protection credits and such supplement shall be paid until the nurse's accumulated income protection credits are exhausted.
- (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, long term disability plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
 - (iii) Further to this, the Employer shall notify the Manitoba Public Insurance of salary adjustments at the time they occur.
 - (iv) If at any time it is decided by the MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the MPI, then such payment shall not be payable.
- (c) Where the MPI recommends a work assessment period or a modified return to work period, the provisions of 7A06 shall apply.

- (d) A nurse who is on Disability benefits/MPI prior to the commencement of their vacation shall, upon their request, have their vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. If the nurse's current annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may elect to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time) and the remainder will be paid out at the end of the current vacation year.

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

2305 A nurse who is unable to report for work due to illness shall inform the Employer prior at least 1 hour prior to the commencement of their next scheduled shift(s). 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.

2306 The Employer, either at the time of notification by the nurse of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's ability to perform their regular duties. Failure to provide such a certificate when requested may disqualify a nurse from receiving paid income protection or may result in a refusal of permission for them to resume their duties. Medical notes shall be required for all absences in excess of three (3) consecutive working days. The nurse shall be reimbursed for the cost/fee incurred for providing the medical note in dispute.

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

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

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

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

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

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

If a nurse becomes injured or has a bona fide illness while on scheduled vacation, and they require the services of a medical practitioner, 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 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.

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

2312 Subject to the provisions of 2302, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, child or parent.

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

ARTICLE 24 - LEAVE OF ABSENCE

2401 The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in this agreement. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of their decision in writing, within two (2) weeks of receipt of the request. Requests for extension of maternity leave, parental leave, adoption leave and bereavement leave will be granted if reasonably possible.

Where a nurse requests to return to work prior to the expiry of the leave of absence as set out in the approved request, the Employer shall have no obligation to return the nurse

to work until such time that the leave of absence would have expired, except as per 2408 C.6.

Where a nurse has been granted a leave of absence from their entire EFT, they shall be eligible to work additional available shifts. However, they shall not have preference over part-time nurses or casual nurses who offer to work these shifts. When they are awarded additional available shifts, they are compensated in accordance with Article 2703 (a) – (e).

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

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

2403 The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less or eighty (80) weeks or less in the case of maternity and/or parenting leave, the nurse is assured of being placed in the same occupational classification and at the same step on their salary scale on their return. 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 3001, a nurse not placed in their former position will be given consideration over other nurses for the first vacancy made available to them in a similar position.

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

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

2406 Professional Leave:

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

2407 Professional Leave:

- (a) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the nurse suffers no loss of salary.
- (b) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during non-working time, the Employer shall pay registration or tuition fees, and approved expenses and shall pay for the time of such attendance at straight time rates.
- (c) Employer Sponsored Professional Development:
A nurse shall be granted, upon written request, funding up to a maximum of \$200 per fiscal year, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the Executive Director prior to attendance at such program. The \$200 allowance referenced herein shall be for reimbursement of tuition or registration and recommended/required books and shall occur upon satisfactory completion of the workshop, course, or educational program.

2408 Parenting Leave

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave. A nurse who has at least seven (7) months service with the Employer and qualifies for Parenting Leave may apply for such leave. A nurse shall be granted leave of absence for up to sixty-three (63) weeks where they qualify for Parental Leave; and up to eighty (80) weeks where they qualify for both Maternity and Parental Leave.

1. Maternity Leave Plan

Up to seventeen (17) weeks of Maternity Leave without pay will be granted to a nurse who gives birth to a child, 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.
- (iii) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.

2. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother or father of a child or must assume actual care and custody of the newborn child, or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to sixty-three (63) weeks inclusive of vacation as specified in 3. below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with 2401.

3. Except as outlined below, any nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

Where Parenting leave is sixty-three (63) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.

Where Parenting Leave exceeds sixty-three (63) weeks, the nurse may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.

4. Subject to 5. below, Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
5. 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.
6. A nurse may end Maternity or Parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the nurse wants to end the leave.

2409 Union Leave:

- (a) Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or benefits shall be granted to one (1) Union representatives for the purpose of attendance at Manitoba Nurses' Union, Manitoba Federation of Labour, Canadian Federation of Nurses' Unions or Canadian Labour Congress meetings or seminars. Union leave will be granted up to a maximum of the (10) days per fiscal year.

2410 Legal and Investigative Proceedings

- a) If a nurse is subpoenaed as a witness in a work related matter on their scheduled day off, the Employer and the nurse will mutually agree on alternate time off in lieu.
- b) A nurse required to attend a court proceeding as a party to that proceeding, occasioned by the nurse's private affairs shall receive a leave of absence without pay for the required absence, to a maximum of ten (10) days per year.
- c) Where the Employer requires the nurse to participate in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the nurse's regular day of work, the Employer will compensate the nurse for the investigation meeting time at regular rates of pay.

2411 Bereavement Leave:

- (a) Bereavement leave of up to five (5) working days without loss of pay shall be granted in the event of the death of any member of their immediate family. Immediate family is defined as father, mother, brother, sister, spouse (common-law included), child or ward of the employee, Step-child, grandparent, grandparent-in-law, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, fiancé, member of the employee's immediate household, or persons with whom the employee permanently resides.

Bereavement leave of up to three (3) working days without loss of pay shall be granted in the event of a death of the nurse's niece, nephew, cousin, uncle, and aunt.

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

- (b) Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.
- (c) Up to two (2) or more additional days leave without pay or against banked time or vacation shall be issued to the employee if special circumstances warrant (this does not include circumstances as described in paragraph (b) above). These special circumstances shall be determined on an individual basis and will be at the discretion of the employer.
- (d) An employee may request special leave of one (1) day to attend a funeral or act as a pallbearer in the event of the death of a close friend or relative. Payment of wages for such time taken shall be at the discretion of the employer.
- (e) An employee may be granted compassionate leave at the discretion of their manager up to a maximum of five (5) days without loss of pay for reasons of critical and/or life threatening illness or injury to an immediate family member. If more than five (5) days are required the employee must take vacation leave or use floater days. An immediate family member includes: mother, father, son, daughter, brother, sister, grandfather, grandmother, spouse includes common-law, son or daughter in law and father and mother in law.
- (f) For the purpose of this section, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse

2412 Leave re Public Office:

In the event a nurse is nominated for public office, they will be placed on unpaid leave of absence from the date of nomination until the date of announcement of the election results by the electoral officer. In the event the nurse is elected, they shall be deemed to have resigned effective the date of the announcement, and in the event the nurse is not elected, the unpaid leave will terminate effective the date of the announcement.

2413 Citizenship Leave:

Nurses shall be allowed one (1) 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 Subject to the provisions of each plan, a nurse granted leave of absence without pay for a period exceeding four (4) weeks may prepay all monthly payroll deductions which will become due during such absence, with the exception of Union dues.

2415 Compassionate Care Leave:

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

- (a) A nurse must have completed at least ninety (90) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take no more than two (2) periods of leave, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For a nurse to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the nurse;
 - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
 - (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;
 - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew,

- niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
- (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
 - (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
 - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
 - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) Unless otherwise mutually agreed, a nurse may end their Compassionate Care Leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of 2302, a nurse may apply to utilize income protection to cover part or all of the one (1) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

2416 Leave Related to Critical Illness

1. For the purpose of this Article family member is as defined in Article 2415(e):
 - "critically ill child"
 - means a person who is under 18 years of age on the day on which the physician issues a certificate referenced in (f) below, whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury.
 - "critically ill adult"
 - means a person who is 18 years of age or older on the on day on which the physician issues a certificate referenced in (f) below, whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury.
2. A nurse shall receive Critical Illness Leave without pay to provide care or support to a critically ill child or adult who is a family member of the nurse, subject to the following conditions:

- (a) For leave related to a child: A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) For leave related to an adult: A nurse must have completed at least ninety (90) days of employment as of the intended date of leave.
- (c) A nurse may take a leave of absence of up to 37 weeks to provide care or support to a critically ill child
- (d) A nurse may take a leave of absence of up to 17 weeks to provide care or support to a critically ill adult
- (e) A nurse who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period
- (f) For a nurse to be eligible for leave, a physician must issue a certificate:
 - (1) stating that the child or adult is a critically ill child or a critically ill adult and requires the care or support of the nurse; and
 - (2) setting out the period during which the child or adult requires the care or support.

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

- (g) Unless otherwise mutually agreed, a nurse may end their Critical Care Leave earlier than the expiry of 37 weeks in the case of a critically ill child, and 17 weeks in the case of a critically ill adult, by giving the Employer written notice at least one pay period before the nurse wishes to end the leave. Any additional available shifts resulting from Critical Care Leave being granted shall be clearly indicated as "Critical Care Leave shifts - subject to two weeks' notice of cancellation".
- (h) Seniority shall be retained/accrued as per Article 25.
- (i) Subject to the provisions of 2302, a nurse may apply to utilize family income protection prior to applying for Employment Insurance.
- (j) A leave may be taken in one or more periods but no leave may be less than one week's duration
- (k) A leave must end no later than 52 weeks after the day the first period of leave began
- (l) If a child or adult in respect of whom a nurse has taken leave under this section remains critically ill after the 52 week period expires, the nurse is entitled to take another leave, and the requirements of this article apply to the new leave.

ARTICLE 25 - SENIORITY

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

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

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

- (i) they are on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) they are on an unpaid leave of absence due to injury or illness which may be compensable by MPI or Disability Benefits for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (iii) they are laid off for more than twenty-six (26) weeks and less than five (5) years;

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

- (i) they are on any period of paid leave of absence;
- (ii) they are on any period of Employer paid income protection;
- (iii) they are on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or Disability Benefits for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (iv) they are laid off for less than twenty-six (26) weeks;
- (v) they are on parenting leave;

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

2505 The seniority of a nurse will terminate if:

- (i) they resign;
- (ii) they are discharged, and not reinstated under the grievance procedure;
- (iii) they are laid off for more than five (5) years;
- (iv) they failed to report for duty within seven (7) days after notification to do so, subject to Article 2706;
- (v) they failed to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
- (vi) they obtained a permanent position outside the bargaining.

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

ARTICLE 26 - NOTICE OF TERMINATION OF EMPLOYMENT

2601 Employment may be terminated voluntarily by a nurse with four (4) weeks written notice, exclusive of any vacation due.

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

- (a) by mutual agreement between the nurse and the Employer for special circumstances [It is agreed that transfer of a spouse of less than four (4) weeks notice shall constitute reasonable cause for lesser notice to be given.], or
- (b) during the probationary period of a newly hired nurse subject to Article 31 herein, or
- (c) in the event a nurse is dismissed for sufficient cause to justify lesser or no notice.

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

2604 Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of their employment and within five (5) office working days following the completion of their last working shift, receive pay in lieu of unused vacation, and all salary earned to date of termination.

ARTICLE 27 - LAYOFF AND RECALL

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

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

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

A nurse who is on layoff shall not be entitled to notice of layoff when they come back to work on an incidental basis.

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

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

2705 All nursing job vacancies, permanent and term, shall be posted in accordance with the terms of this agreement. Nurses on layoff shall be entitled to apply for these vacancies.

2706 Nurses shall be recalled in seniority order to available positions in equal or lower paid occupational classifications provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.

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

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

2707 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise their seniority rights, subject to their ability, performance and qualifications, to displace a nurse in a position of equal or lower classification, any nurse thus displaced shall also be entitled to a like exercise of seniority rights.

2708 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.

2709 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.

2710 Nurses who are absent from work due to a leave of absence for any reason shall be advised of layoff or deletion of their position in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

ARTICLE 28 - PROMOTION AND REASSIGNMENT

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

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

2803 The first eight (8) weeks following a nurse's promotion shall be considered to be a trial period, and the Union shall be notified by the Employer. During the first four (4) weeks of this trial period, the nurse may return to their former position at their request or be returned to their former position by the Employer. During the last four (4) weeks of this trial period, they may return to their former classification at their request or be returned to their former classification by the Employer.

ARTICLE 29 - DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE

2901 In all instances where the Employer considers that a nurse warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the nurse and shall give the nurse advance notice of the nature of the complaint. The nurse may be accompanied at the meeting by a Union representative

2902 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of a nurse, the Employer shall notify the nurse in writing of the action taken and the reasons either by or personal service or email with a read receipt.

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

2904 Left Blank

2905 A nurse shall be given the opportunity to examine any document which is placed in their personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and their reply to any such document shall also be placed in their personnel file. Upon written request the nurse shall also receive an exact copy of such document.

2906 A nurse accompanied by a Union representative if they so elect may examine their personnel file upon request. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in their personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter. Any nurse who has been terminated may consult their file and upon written request shall receive copies of specified documents so long as the written request is made within sixty (60) days of their termination.

2907 There shall be one (1) personnel file maintained by the Employer for each nurse.

ARTICLE 30 - VACANCIES, TERM POSITIONS AND NEW POSITIONS

3001 Subject to section 3002 herein, the Employer agrees to post notices of vacant, term or new positions covered under this Agreement for at least five (5) business days to enable nurses presently in the employ of the Employer to apply for same. Such posting shall not preclude the Employer from advertising externally. All postings shall state minimum qualifications required, the (E.F.T.) and the date of closing of the competition. Job descriptions shall be available to applicants on request.

3002 Provided that equivalent qualifications are met, preference shall be given to nurses presently in the bargaining unit who have submitted a written application for the vacant, term or new positions.

3003 **Left Blank**

3004 Any nurse who was interviewed but was not the successful applicant shall be entitled to consult with the hiring Manager. Such consultation will take place within two (2) weeks of the request. The purpose of the consultation shall be to provide the nurse with constructive feedback regarding their application.

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

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

3006 "Term Position" is identified as":

- (a) A position occupied by a nurse for a specified period of time, up to a maximum of sixty (60) weeks, where client census or workload necessitates a temporary increase in staffing, if mutually agreed, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project, or as otherwise mutually agreed between the Union and the Employer; or
- (b) A position occupied by a nurse for a specified period of time, up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Maternity and/or Parental leave of absence

If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

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

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

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

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

On expiry of the term position the nurse who was employed by the Employer immediately prior to accepting the term position shall return to their former position if reasonably possible. A nurse not returned to their former position shall be returned to their former occupational classification and employment status.

ARTICLE 31 - PROBATIONARY PERIOD

3101 The period from the date of last employment to the completion of six (6) calendar months of employment will be recognized as a probationary period. This clause shall not preclude the Employer from extending the probationary period of a nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

ARTICLE 32 - PERFORMANCE APPRAISALS

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

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

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

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

ARTICLE 33 - DAMAGE TO PERSONAL PROPERTY

3301 In recognition of the fact that during the performance of their duties nurses may have their clothing damaged, the Employer agrees to make appropriate compensation for same.

ARTICLE 34 - SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

3401 A part-time nurse shall be assigned and committed to work their EFT as agreed to in writing at the time of commencing employment.

3402 Part-time nurses who make known to the Employer that they wish to work occasional additional available shifts shall be given preference for such shifts unless the part-time nurse has already worked in that day.

3403 Part-time nurses will receive vacation pay in accordance with the provisions of The Employment Standards Code.

3404 Part-time nurses shall be paid general holiday pay in accordance with The Employment Standards Code. A part-time nurse required to work on a Recognized Holiday shall be paid time and one half and will be provided with an alternate day off with pay to be taken at a time mutually agreed upon.

3405 A part-time nurse shall receive increments (calculated from the date of their last increment, or their starting date as the case may be) on the basis of one (1) increment for each 1820 hours worked or one (1) years' service, whichever occurs later. In the case of the increment being given on the basis of 1820 hours worked, it shall be applied to the pay period next following completion of 1820 hours worked.

3406 Seniority will be calculated in accordance with hours paid at regular rate of pay.

ARTICLE 35 - SPECIAL UNDERSTANDINGS RE CASUAL NURSES

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

3502 Casual nurses will receive vacation pay in accordance with the provisions of The Employment Standards Code.

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

A casual nurse shall receive increments (calculated from the date of their last increment, or the nurse's start date as the case may be) on the basis of one (1) increment for each 1820 regular hours worked. Such increment shall be applied on the first day of the first pay period following completion of 1820 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 Appendix "A";

(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.

3504 Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 16;
- transportation allowance outlined in Article 20;
- the rights outlined in 2905, 2906, 2907;

3505 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.

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

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

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

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

3509 Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position in accordance with 3006 (a), they shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

3510 Casual nurses will be paid five percent (5%) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated at five percent (5%) of their gross wages in the four (4) week period immediately before the Recognized Holiday.

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

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

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

- (a) Starting salary of the newly graduated graduate nurse or graduate practical nurse awaiting initial registration as a Registered Nurse or Licensed Practical 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.
- (c) The anniversary date of a newly graduated graduate practical nurse who obtains their license within an eighteen (18) month period of commencing employment (or within the time period as amended in the regulations of the LPN Act) shall be the date of their commencement of employment.

3602 Out of Province Nurses

- (a) A person in good standing as a Registered Nurse in another province, country or territory whose name appears on the graduate nurse register may commence employment at the Nurse II Start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of their employment, shall receive recognition of previous experience as specified in 3803, retroactive to the date of their employment.
- (b) When registration of a nurse in good standing as a Registered Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.
- (c) A person in good standing as a Licensed Practical Nurse in another province, country or territory whose name appears on the graduate practical nurse register may commence employment at the LPN start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of their employment, shall receive recognition of previous experience as specified in 3804, retroactive to the date of their employment.
- (d) When registration of a nurse in good standing as a Licensed Practical Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.

3603 Termination

In accordance with the Regulated Health Professions Act or the relevant regulations to those Acts, failure of the graduate (registered) nurse to successfully complete the examination required for registration within a twelve (12) month period will be deemed to be just cause for termination and failure of a graduate practical nurse to successfully complete the examination required for licensure within an eighteen (18) month period will be deemed to be just cause for termination.

ARTICLE 37 - HEALTH PROGRAM

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

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

3703 With the approval of the Employer, a nurse may choose to be examined by a physician 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.

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

ARTICLE 38 - SALARIES AND INCREMENTS

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

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

3803 Applicable to Registered Nurses

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1820 hours	Start Rate
1820 hours within past 4 years	1 Year Rate
3640 hours within past 5 years	2 Year Rate
5460 hours within past 6 years	3 Year Rate
7280 hours within past 6 years	4 Year Rate
9100 hours within past 7 years	5 Year Rate

(b) The starting salary of a Registered Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at 1 Year rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of their employment as a Registered Nurse, the Employer shall, on the basis of written performance appraisal discussed with them, grant such

additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

3804 Applicable to Licensed Practical Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1820 hours	Start Rate
1820 hours within past 4 years	1 Year Rate
3640 hours within past 5 years	2 Year Rate
5460 hours within past 6 years	3 Year Rate
7280 hours within past 6 years	4 Year Rate
9100 hours within past 7 years	5 Year Rate
10920 hours within past 7 years	6 Year Rate

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

3806 Increments:

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

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

ARTICLE 39 - EMPLOYEE BENEFIT PROGRAM

3901 The Employer agrees to provide health benefits to the nurses as provided in Appendix "C" of this Collective Agreement. The 50/50 benefit premiums split that has been in place shall continue to apply.

The Employer will maintain the current Pension Plan with contributions of 5% by both the Employees and the Employer.

Additional voluntary contributions of up to eight percent (8%) may be made by nurses on a bi-weekly basis, not to exceed the Revenue Canada maximum. The amount shall be one percent (1%) or greater which must be designated by January 31st of each year. The Employer does not make any contributions on a nurse's additional voluntary contributions.

APPENDIX "A" – SALARIES

Hourly Salary is calculated as (monthly salary x12) /1820

Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
L.P.N.	Hourly	29.787	30.761	31.724	32.892	33.964	35.161	36.413
	Monthly	4517.70	4665.44	4811.48	4988.61	5151.20	5332.82	5522.64
	Annual	54212.45	55985.31	57737.75	59863.33	61814.41	63993.82	66271.62
R.N.	Hourly	40.684	41.905	43.162	44.457	45.791	47.165	48.900
	Monthly	6170.36	6355.62	6546.22	6742.67	6944.98	7153.30	7416.50
	Annual	74044.35	76267.44	78554.61	80912.03	83339.71	85839.61	88998.00

Marg McGillvray to be red-circled

The Employer agrees to pay signing bonuses within ten (10) days of the ratification of this Collective Agreement, as follows:

\$5,000 for each Full-time nurse
\$1,000 for the Casual nurse

APPENDIX “B” – OCCUPATIONAL CLASSIFICATIONS

Occupational classifications are as follows:

- L.P.N.** An L.P.N. is a person entitled to practice under *The Licensed Practical Nurses Act of Manitoba*.

- R.N.** An R.N. is a person entitled to practice under *The Registered Nurses Act of Manitoba*.

APPENDIX “C” – CURRENT BENEFIT PLAN

(See Attached at the end of the agreement)

FOR THE EMPLOYER:

FOR THE UNION:

M. L. Cherwaty

Signed the _____ day of _____, 2020.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CREE NATION TRIBAL HEALTH CENTRE INC.
AND
THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement

The ratification date of the current Collective Agreement occurred on September 8, 2020.

2. Re: Manitoba Health Premiums

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

3. Re: Employment Security

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

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

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

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

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

1. It will be incumbent upon the Employer to notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of nursing staff.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the above.

3. The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected nurse shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, Article 2707 shall apply. Should the nurse choose to not exercise seniority rights under Article 2707, then layoff in accordance with Article 27 shall apply.
6. In the event of #5 above occurring or in the event of the closure of a facility, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of nurses.

4. Re: Professional Fees

Professional fees will be reimbursed for all nurses. In the event a nurse leaves the employ of the Employer for any reason prior to the expiry of a period which the Employer has already paid for the nurse's professional fees, the pro rata of the fees paid by the Employer for the period the nurse is no longer employed and providing services shall be owed to the Employer by the nurse and may be set-off by the Employer against any final pay owing to the nurse.

5. Re: Isolation/Remoteness Retention Allowance

An Isolation/Remoteness Retention Allowance shall be payable in a lump sum annually to all nurses (including full-time, part-time and casual) as follows:

\$7,000.00 for each full-time nurse

The above amounts shall be prorated on the basis of all regular hours worked in the previous twelve (12) month period (October 1st of the previous year to September 30th of the current year).

The parties further agree that such lump sum payment shall be provided to applicable nurses within one (1) pay period of the last date of the bi-weekly period following September 30th of each year. This lump sum payment shall be paid on a separate cheque without a surcharge.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CREE NATION TRIBAL HEALTH CENTRE INC.
AND
THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement
2. Re: Manitoba Health Premiums
3. Re: Employment Security
4. Re: Professional Fees
5. Re: Isolation/Remoteness Retention Allowance

FOR THE EMPLOYER:

FOR THE UNION:

M. Cherwaty

Signed the _____ day of _____, 2020.

**MEMORANDUM OF UNDERSTANDING
BETWEEN:
CREE NATION TRIBAL HEALTH CENTRE INC.
(the "Employer")
-and-
CREE NATION TRIBAL HEALTH CENTRE NURSES LOCAL 56
OF THE MANITOBA NURSES UNION
(the "Union")**

WHEREAS the Employer is a federally funded tribal health centre located on the Opaskwayak Cree Nation in Manitoba, which funding agreement expires March 31, 2021;

AND WHEREAS the Employer and the Union are parties to a collective agreement for the term June 19, 2019 to June 18, 2020 (the "Collective Agreement");

AND WHEREAS the Employer and the Union entered into negotiations for the renewal of the Collective Agreement which negotiations concluded on June 8, 2020 for a new collective agreement for the term June 19, 2020 to June 18, 2023 (the "New Collective Agreement");

AND WHEREAS it is a term of the New Collective Agreement that the parties enter into this Memorandum of Agreement regarding the Employer's anticipated negotiations with the federal government for funding for a term commencing April 1, 2021 (the "Negotiations");

THE PARTIES THEREFORE AGREE AS SET OUT BELOW.

- 1) The Employer agrees that during the Negotiations it shall aggressively seek additional funding for the following:
 - a. reasonable wage increases for fiscal years 2021/2022 and 2022/2023;
 - b. pre-retirement leave benefits equal to four (4) days per year of employment for employees who qualify for such benefits;
 - c. an increase in the retention bonus to \$8000;
 - d. introduction of three classifications for the four positions in the bargaining unit and concurrent increases in hourly rates (collectively the "Outstanding Items");

- 2) The Employer agrees to meet with the Union's local president (the "President") prior to the Negotiations to review the Employer's written funding proposals related to the Outstanding Items prepared in anticipation of the Negotiations;

- 3) The Employer agrees to keep the President apprised of the status of the Negotiations as it relates to the Outstanding Items;
- 4) If requested by the Employer and agreed to by the federal government, the President may attend the Negotiations as it relates to the Outstanding Items;
- 5) Prior to concluding the Negotiations, the Employer will advise the President of the status of negotiations related to the Outstanding Items;
- 6) Immediately upon conclusion of the Negotiations the Employer will advise the President of the outcome of the Negotiations as it relates to the Outstanding Items.

FOR THE EMPLOYER:

FOR THE UNION:

M. L. Chorwaty

Signed the _____ day of _____, 2020.