

COLLECTIVE AGREEMENT

BETWEEN

CROSS LAKE BAND OF INDIANS

AND

**CROSS LAKE NURSES LOCAL 143
OF THE MANITOBA NURSES UNION**

September 1, 2021 to August 31, 2025



A COMMITMENT TO CARING

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 Crosslake First Nation Health services; 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-7217.

ARTICLE 2 - DURATION

201 This Collective Agreement shall be in full force and effect from the 1st day of September, 2021 up to and including the 31st day of August, 2025.

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

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

ARTICLE 3 -- DEFINITIONS

301 A "nurse" is a Registered Nurse, or a Licensed Practical Nurse, or a Registered Psychiatric Nurse, or a graduate nurse, or a graduate practical nurse, or a graduate psychiatric nurse who is employed by the Employer in one of the occupational classifications described in Appendix "C" attached hereto and forming part of this Agreement, subject to 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 hours 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) A "casual nurse" is one called in occasionally by the Employer to replace a full-time or part-time nurse or to supplement regular staff coverage in situations of unforeseen staff shortage.

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

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

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

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

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

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

309 A "graduate nurse" means a person whose name is entered on the graduate nurse register of the College of Registered Nurses of Manitoba. A "graduate practical nurse" means a person whose name is entered on the register of graduate practical nurses of the College of Licensed Practical Nurses of Manitoba. A "graduate psychiatric nurse" means a person whose name is entered on the register of graduate psychiatric nurses of the College of Registered Psychiatric Nurses of Manitoba. The terms of this Agreement shall be applicable to the graduate nurse, the graduate practical nurse and

the graduate psychiatric nurse, except as otherwise specified in the Collective Agreement.

310 Definition of Continuous Service/Length of Employment

“Length of Employment” shall mean the period of time since a nurse last became a full-time or part-time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation and pre-retirement leave and “Length of Service” shall have a similar meaning.

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 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 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 their earnings and remitted to the Union.

512 A representative of the Union shall be granted not less than forty-five (45) and no more than sixty (60) 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 Cross Lake Band of Indians 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. The procedure to be followed in addressing sexual or workplace harassment shall be as set out in the policies of the Employer.

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 a copy of the Critical Incident Stress Management or applicable policies 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 any investigation regarding allegations of abuse 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.

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 Disability 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 nurses appointed by the Union to attend meetings of the Workplace Safety and Health Committee or to perform such other duties as may be specified in the Workplace Safety and Health Act or prescribed by regulation.

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

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

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

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.

ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT

Any issues that arise out of the change of Function of a nursing unit shall include discussions with the Union prior to the implementation of such changes.

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. The Employer will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the 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 Director of Health; Union representatives shall include the President and/or Vice-President of the Local. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The Committee shall meet at the request of either party subject to five (5) days' notice being given.

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.

- (a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Union Management Committee and any other Facility 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 and the Employer; or between a group of nurses with a similar grievance and the Employer; 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; the nurse 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. The nurse shall not suffer loss of salary when engaged in such activities during regular working hours.

1205 Discussion Stage:

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

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

1206 Step One:

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

1207 Step Two:

If the grievance 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 the position of Executive Director.

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 Union, and shall be confirmed in writing. The parties agree that “in writing” includes electronic confirmation such as email.

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

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

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

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

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

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

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

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

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

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

1311 Nothing in this Collective Agreement shall preclude a nurse or the Union 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. Attendance shall be no longer than is necessary for the purposes of the hearings. All parties shall cooperate in scheduling to minimize any impact on the Employer's operations and work schedules

1313 The Arbitrator shall be requested to provide both parties with a hard (paper) copy as well as an 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 Manitoba Infrastructure, the nurse shall be rescheduled at a mutually agreeable time if possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. Where the scheduling of such shift cannot be accommodated or the nurse chooses not to be rescheduled, 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, the nurse shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

ARTICLE 15 -- SHIFT SCHEDULES

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

1502 Requests for interchanges in posted shifts, or a portion thereof, shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant. Where reasonably possible, interchanges in posted shifts are to be completed within the posted shift schedule. It is understood that any changes in shifts or days off initiated by the nurses and approved by the Employer shall not result in overtime costs to the Employer.

ARTICLE 16 -- OVERTIME

1601 Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern in effect for both full-time and part-time nurses. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1602.

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

The Employer reserves the right to determine if the overtime was necessary for an emergency situation, based on the nurse's submission of their special written report. Should the Employer deem the situation not an emergency situation, or should authorization not be obtained prior to the start of any overtime, the nurse will be paid their regular rate of pay for the time worked.

1602 Effective December 15, 2021, each nurse shall be paid at the rate of one and one-half (1.5) times their basic salary for the first two (2) hours of overtime worked, and two (2) times their basic salary for all hours of authorized overtime after that in any one (1) day. A full-time nurse shall receive one and one-half (1.5) times their basic salary for the first two (2) hours of overtime worked, and two (2) times their basic salary for all hours of authorized overtime after that for all overtime worked on a scheduled day off. However, notwithstanding Article 1601 above, all overtime worked on a Recognized Holiday shall be paid at two and one-half (2.50) times their basic salary.

1603 Notwithstanding Articles 1601 and 1602 above, where a nurse works two consecutive shifts, the nurse shall be paid the full hours for both shifts and shall not be required to work an additional fifteen (15) minutes. The nurse shall receive pay at the rate of one and one-half (1.5) their times [effective December 15, 2021, one and one-half (1.5) times their basic salary for the first two (2) hours of overtime worked, and two (2) times their basic salary for all hours of authorized overtime after that in any one (1) day], basic salary for the additional shift, except when the additional shift is worked on a

Recognized Holiday, they shall receive pay at the rate of two and one-half (2.50) times their basic salary for the additional shift.

1604 At the nurse's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the nurse's request, any banked overtime, or portion thereof, shall be paid out on a separate cheque without a surcharge on the dates designated by the Employer. At the nurse's request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. All accumulated overtime must be taken as time off or paid out by March thirty-first (31st) of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the nurse in the last pay period of the fiscal year on a separate cheque without a surcharge. In all cases where overtime is paid out, the corresponding pay stub will identify the number of hours paid at overtime rates.

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

1606 Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work in accordance with Article 1601. Preference for such overtime shall be awarded in order by program.

1607 Effective December 15, 2021 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.

1608 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 allowance of fifteen dollars (\$15.00).

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 "Standby" shall refer to any period of time duly authorized by the Employer during which a nurse is required to be available to return to work without undue delay for the purposes of palliative care only, during the last stages of life, as determined by the Employer consulting with the Nurse In Charge at the Nursing Station or a Physician as

required. Callback shall be limited to the program(s) for which the nurse is on standby. Standby shall be assigned and scheduled in accordance with the provisions of Article 1501 whenever reasonably possible.

1802 Nurses required to be on standby shall receive two (2) hours basic pay per eight (8) hour shift or portion thereof.

1803 A nurse actually called back to work when they are on standby shall be paid for hours worked at the overtime rates, or may, at the nurse's request, be granted time off which is the equivalent of overtime rates. The nurse will be guaranteed a minimum of three (3) hours at the overtime rate except when called in within three (3) hours of the commencement of their next shift. In such cases the nurse shall be paid at the overtime rate from the time they started work to the beginning of their shift.

1804 Standby allowance shall be paid for any time during which a nurse is actually called back to work.

1805 Assignment of standby shall be distributed as equitably as possible amongst those nurses qualified for the assignment.

1806 Whenever reasonably possible, a pager (or alternate) shall be provided by the Employer to nurses during any period of assigned standby.

ARTICLE 19 – RESPONSIBILITY PAY

1901 A nurse temporarily assigned to a higher rated classification shall receive the higher rate of pay while occupying such classification.

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

ARTICLE 20 – TRANSPORTATION ALLOWANCE

2001 Effective December 15, 2021, a nurse required to return to work on a call-back as referenced in Article 1605 shall receive fifty cents (\$.50) per kilometre if they elect to use their own vehicle, subject to a minimum guarantee of \$4.00 and a maximum payment of \$60.00.

2002 Where a nurse is required and authorized to use their privately owned vehicle on the Employer's business, they shall be paid fifty cents (\$.50) per kilometre for all travel from the Home Care Office and between work locations, provided the nurse provides a log book confirming the kilometres travelled and the location to which they have travelled.

2003 It is understood that any adjustments in the mileage rates, as per Employer policy shall be implemented as quickly as reasonably possible.

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

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first three (3) years	Fifteen (15) days/three (3) weeks per year
In the fourth (4 th) to tenth (10 th) year inclusive	Twenty (20) days/four (4) weeks per year
In the eleventh (11 th) to twentieth (20 th) year inclusive	Twenty-five (25) days/five (5) weeks per year
In the twenty-first (21 st) and subsequent years	Thirty (30) days/six (6) weeks per year

Four (4) additional paid days travel time will be granted each year.

2103 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) educational leave of up to two (2) years
- (e) any period of Parenting Leave
- (f) any period of leave related to critical illness, as identified in Article 2419.

2104 Terminal vacation pay shall be calculated in accordance with Articles 2102 and 2103 and based on the nurse's rate of pay on the date of termination.

2105 The Employer shall notify each nurse, prior to their vacation, of the date and time upon which the nurse is to report back to work following their vacation, but this will not preclude the making of a change during the nurse's vacation period if mutual agreement is reached between the Employer and the nurse.

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 for family matters.

2107 Nurses on MPI (as a result of a motor vehicle accident while on duty) will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury.

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, Victoria Day, Canada Day (July 1st), Terry Fox Day, Labour Day, Thanksgiving Day, National Aboriginal Veterans' Day, Remembrance Day (November 11th), Christmas Day (December 25th), Boxing Day (December 26th), Indian Days 1 day (Last Friday in July) 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 Health Services Department written policies. The nurses and the Union will be provided with any changes to these policies if and when they occur.

2202 Whenever a Recognized Holiday falls on their scheduled days off, it is understood that this day off in lieu shall be banked in accordance with Article 2205 or the nurse may request that they receive an extra day's pay at their basic rate of pay.

2203 A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times their basic pay and in addition it is understood that one (1) day off shall be banked in accordance with Article 2205 or the nurse may request that they receive an extra day's pay at their basic rate of pay.

2204 The Employer agrees to assign time off as equitably as possible over Christmas and New Year's, endeavouring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day with a minimum of five (5) consecutive days off if at all possible.

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

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

2205 A nurse may accumulate days off in lieu of Recognized Holidays to be taken on dates mutually agreed between the Employer and nurse. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned.

ARTICLE 23 -- INCOME PROTECTION

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) The nurse was unable to work because of an incapacitation due to accident or illness, however, a nurse cannot receive income protection benefits for any period of time during which they are eligible for wage loss benefits from either the Disability Benefits Provider or the Manitoba Public Insurance as a result of a motor vehicle accident [subject to Article 2303], or
- (ii) In the opinion of the Employer, their presence constituted a health hazard for clients and/or other employees and the nurse was instructed by the Employer to leave their place of duty; or
- (iii) The nurse attends an appointment related to a medical/dental examination and/or treatment, subject to Article 3704.

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

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 Article 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

2303

- (a)
- (i) A nurse who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to their immediate supervisor.
 - (ii) Where a nurse is unable to work because of injuries sustained in a motor vehicle accident the nurse must advise their supervisor as soon as possible and 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 shall the total amount of the advance exceed seventy percent (70%) of the value of the nurse's accumulated income protection credits.
 - (vi) The nurse shall reimburse the Employer by assigning sufficient 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.
 - (vii) 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 WCB/MPI, then such payment shall not be payable.
- (c) Where MPI recommends a work assessment period or a modified return to work period, the provisions of Article 7A06 shall apply.
- (d) A nurse who is on 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, exceeding the income protection accumulated during probation, if the nurse's employment is not continued beyond their probationary period (as defined in Article 3101), 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 one (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 the nurse to resume their duties.

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

2308 At the effective date of this Agreement, each nurse will retain income protection 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.

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

2313 A nurse who has completed the probationary period who is unable to perform their work by reason of an accident or illness not fully covered by income protection, upon providing an acceptable medical certificate, shall be granted unpaid leave of absence as

required for recovery; subject to review at three (3) months, or lesser intervals, at the discretion of the Employer.

ARTICLE 24 -- LEAVE OF ABSENCE

2401 The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the Agreement; however, requests for education leave will be given special consideration. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of their decision in writing, within two (2) weeks of receipt of the request. Requests for extension of educational leave, Maternity Leave, Paternity Leave, Adoption Leave and Bereavement Leave will be granted if reasonably possible.

Where a nurse requests to return to work prior to the expiry of the leave of absence as set out in the approved request, the Employer shall have no obligation to return the nurse to work until such time that the leave of absence would have expired, except as per Article 2408 B.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 the nurse is 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 credits, pre-retirement leave, and Recognized Holiday pay on a pro-rata basis.

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

2403 The Employer shall make every reasonable effort to ensure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of fifty-two (52) 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, but they cannot be assured of being placed in the same position or shift. In the case of longer leaves of absence, a nurse may be placed in any position 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 Article 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 client care, nurses may, whenever practicable, be granted time off with pay in order to attend professional or educational meetings, conventions, workshops and institutes.

2407 Education Leave:

(a) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the nurse suffers no loss of salary.

(b) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during non-working time, the Employer shall pay registration or tuition fees, and approved expenses and shall pay for the time of such attendance at straight time rates, or time off in lieu at straight time rates.

(c) Employer Sponsored Educational Development:

A nurse shall be granted, upon written request, funding up to a maximum of \$200 per fiscal year, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the senior nursing manager or designate prior to attendance at such program. The \$200 allowance referenced herein shall be for reimbursement of tuition or registration and recommended/required books and shall occur upon satisfactory completion of the workshop, course, or educational program.

2408 Parenting Leave

Parenting Leave consists of Maternity and Parental Leave. Parental Leave, as defined in the *Employment Standards Code* includes Paternity and Adoption Leave. A nurse shall be granted leave of absence for up to eighty (80) weeks where the nurse qualifies for Parenting Leave.

A. Maternity Leave

1. Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:

- (a) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.
- (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
- (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of their health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.

B. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of their newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to sixty-three (63) weeks inclusive of vacation as specified in B.2. below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with Article 2401.

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

Where Parental Leave is forty-eight (48) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.

Where Maternity and/or Parental Leave exceeds forty-eight (48) weeks, the nurse may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

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

3. Subject to 4. below, Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
5. Three (3) days of paid leave of absence (21.0 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity, or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

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

6. A nurse may end Maternity or Parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the nurse wants to end the leave.

2409
(a)

Union Leave:

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

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

- (b) Subject to six (6) weeks' notice, a nurse elected or selected to a full-time or part-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress/Manitoba Federation of Labour, shall be granted leave of absence, subject to operational requirements, without loss of seniority, salary or benefits for a period of up to three (3) years. Such leave shall be renewed each year, on request, during their term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll, benefits and related costs.

2410 Legal and Investigative Proceedings

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

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

- b) A nurse required to attend a court proceeding/inquest to provide medical/clinical evidence shall receive a leave of absence at their regular basic rate of pay, and shall remit to the Employer any witness fees received. The nurse shall not be required to remit any reimbursement of expenses for such duty.
- c) Where a nurse is required to prepare for a court proceeding/inquest where they will provide medical/clinical evidence, during time that the nurse is not scheduled to work, the Employer and the nurse will mutually agree on alternate time off in lieu or compensate for time at regular rates of pay, subject to the Employer's prior approval of the required preparation time.
- d) Where the Employer requires the nurse to participate in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the nurse's regular day of work, the Employer will compensate the nurse for the investigation meeting time at regular rates of pay.

- e) A nurse required to attend a court proceeding as a party to that proceeding, occasioned by the nurse's private affairs shall receive a leave of absence without pay for the required absence.

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 the nurse's immediate family. Immediate family is defined as father, mother, brother, sister, spouse (common-law included), child or ward of the nurse, step-child, grandparent, grand-parent in-law, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, first cousin, fiancé, member of the nurse's immediate household, or persons with whom the nurse permanently resides, and best friends – at the discretion of Executive Officer.

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. The nurses' immediate supervisor must approve these additional days, in writing.
- (c) Up to two (2) or more additional days leave without pay or against banked time or vacation shall be issued to the nurse 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) A nurse 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) A nurse 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 this would be charged to the nurse's income protection/sick days. An immediate family member includes: mother, father, son, daughter, brother, sister, grandfather, grandmother, spouse includes common-law, son or daughter in law, father and mother in law, niece, nephew.
- (f) For the purpose of this Article, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse.

2412 Leave re Public Office-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 Pre-retirement Leave:
(a) Full-time nurses who:

- (i) retire at age sixty-five (65) years; or
- (ii) retire after age sixty-five (65) years; or
- (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (iv) terminate employment at any time due to permanent disability

shall be granted paid pre-retirement leave on the basis of two (2) days per year of employment.

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

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

- (c) Calculation of pre-retirement leave entitlement shall begin from the date of the nurse's last commencing employment with the Employer and shall be based on the nurse's total length of continuous employment on the date of retirement.
- (d) Payment shall be made in a lump sum.
- (e) Where a nurse is entitled to pre-retirement leave in accordance with the conditions listed above, and the nurse dies prior to receiving this benefit, it is understood that the pre-retirement leave benefit shall be paid to their estate.

2414 Citizenship Leave: Nurses shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen up to a maximum of one (1) day. The nurse shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

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

2416 Compassionate Care Leave:

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

- (a) A nurse must have completed at least 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) 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".
- (f) Seniority shall be retained/accrued as per Article 25.
- (g) Subject to the provisions of Article 2302, a nurse may apply to utilize income protection to cover part or all of the one (1) week Employment Insurance waiting period.

- (h) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

2417 Secondment to Educational Institutions

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

These individuals will be placed on a paid leave of absence for the duration of the educational institution secondment provided the individual's salary, benefits, and related costs are paid for in full by the Educational Institution.

2418 Personal-Professional Development Days Off

Each nurse shall be granted two (2) consecutive days off with pay to assist the nurse with their personal and professional development when and if the Employer determines same to be necessary at its sole discretion. In the event the leave is granted the nurse will receive \$ 1386.00 in that year to assist with the cost of expenses related to this leave.

2419 Leave Related to Critical Illness

1. For the purpose of this Article the following shall be defined as:

“family member”:

- (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.

“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 thirty-seven (37) weeks to provide care or support to a critically ill child
- (d) A nurse may take a leave of absence of up to seventeen (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 thirty-seven (37) weeks in the case of a critically child, and seventeen (17) weeks in the case of a critically ill adult, by giving the Employer written notice at least one (1) 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 Article 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 fifty-two (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 fifty-two (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) the nurse is on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) the nurse is on an unpaid leave of absence due to injury or illness which may be compensable by 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) the nurse is on an educational leave of absence in excess of two (2) years;
- (iv) the nurse is laid off for more than twenty-six (26) weeks and less than five (5) years;
- (v) the nurse obtains a term position of fifty-four (54) weeks or less, outside the bargaining unit.

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

- (i) the nurse is on any period of paid leave of absence;
- (ii) the nurse is on any period of Employer paid income protection;
- (iii) the nurse is on an educational leave of absence up to two (2) years;
- (iv) the nurse is on an unpaid leave of absence due to injury or illness which may be compensable by 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;

- (v) the nurse is on any period of unpaid leave of absence of less than four (4) weeks, except those referenced in (iv) above;
- (vi) the nurse is laid off for less than twenty-six (26) weeks;
- (vii) the nurse is on Parenting Leave;
- (viii) the nurse is on Compassionate Care Leave, Leave Related to Critical Illness, or Domestic Violence Leave, as provided for in the Employment Standards Code.

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

- 2505** The seniority of a nurse will terminate if:
- (i) the nurse resigns;
 - (ii) the nurse is discharged, and not reinstated under the grievance procedure;
 - (iii) the nurse is laid off for more than five (5) years;
 - (iv) the nurse fails to report for duty within seven (7) days after notification to do so, subject to Article 2706;
 - (v) the nurse fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
 - (vi) the nurse obtains a permanent position outside the bargaining unit; or a term position outside the bargaining unit which is greater than fifty-four (54) weeks.

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 ten (10) 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.

Notwithstanding Article 3402, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided the nurse is qualified, competent and willing to perform the required work

Notwithstanding Article 1405, during the period beyond two (2) years where a nurse does not work all or part of said additional available shift(s), for any reason, payment shall be made only in respect of hours actually worked; this is not applicable to the base EFT of a term position occupied by a laid off nurse.

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

- (a) vacation pay shall be calculated in accordance with Article 2103 and shall be paid at the prevailing rate for the nurse on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay,

- (b) income protection accumulation shall be calculated as follows:

$$\frac{\text{Additional available hours worked by the laid-off nurse}}{\text{Full-time hours}} \times \text{Entitlement of Full-time Nurse}$$

- (c) in the event the layoff is longer than twenty-six (26) weeks, seniority shall be calculated in accordance with regular hours worked,
- (d) the nurse shall be paid five percent (5%) of the basic rate of pay in lieu of time off on Recognized Holidays.

In the event that that any additional recognized holidays as referenced in Article 2201, are granted, the nurse shall be compensated using the following formula,

$$\frac{\text{\# of Recognized holidays}}{260 \text{ (number of working days in a year)}} = \% \text{ of pay in lieu}$$

Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque.

- (e) participation in benefit plans is subject to the provisions of each plan. Any period of time during the layoff when the nurse works additional available shifts or works in a term position shall not extend the five (5) year period referenced in Article 25.

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

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 in writing either by personal service, registered mail or confirmed electronic mail by the recipient and shall provide for at least one (1) weeks' notice to report back to work.

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

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

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

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

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

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

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

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

2906 A nurse accompanied by a Union representative if they so elect 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 Article 3002 herein, the Employer agrees to post notices of vacant, term or new positions covered under this Agreement for at least seven (7) days to enable nurses presently in the employ of the Employer to apply for same. Notices of vacancies will be posted in the Home Care Office and a copy will be provided to the Union. Such posting shall not preclude the Employer from advertising externally as well. 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 The Employer will be required to post a notice of vacancy for only five (5) days for a vacancy that is created by:

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

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

3004 Each nurse who applies for a posted vacancy will be notified in writing of the disposition of their application. The name of the successful applicant and the position awarded will be posted on the bulletin board for a period of seven (7) calendar days with a copy of this information forwarded to the Union.

An unsuccessful applicant may inquire of the hiring Manager or the Human Resources Consultant 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 Positions"
For the purposes of this Collective Agreement the definition of "Term Position" is:

- (a) A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of fifty-two (52) 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 where the Employer has provided notice of permanent deletion of position(s) under the Memorandum of Understanding regarding

Employment Security, or as otherwise mutually agreed between the Union and the Employer.

- (b) A position occupied by a full-time or part-time 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 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 to work available shifts as specified in Articles 34 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. In these cases, the Employer shall state on the job posting that the said term position is an "Indefinite Term" which will expire subject to a minimum of twenty-four (24) hours notice. The "Indefinite Term" will expire upon either the return to work or termination of employment of the nurse on leave. Any term positions directly resulting from the above procedure will be posted in the same manner.

In case a nurse on Maternity or Parental Leave wants to exercise their right to return from such leave earlier than anticipated, having given appropriate notice as per Article 2408 B.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 three (3) calendar months of employment for full-time nurses [and from the date the nurse last became employed by the Employer to the later of completion of four (4) calendar months

or thirty (30) shifts worked for part-time nurses] will be recognized as a probationary period. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

ARTICLE 32 -- PERFORMANCE APPRAISALS

3201 The Employer shall complete a written appraisal of a nurse's performance 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 2905.

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

3301 In recognition of the fact that during the performance of their duties nurses may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for same if the damage is not due to the nurse's negligence.

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

3401 A part-time nurse shall be assigned and committed to work their EFT as agreed to in writing at the time of commencing employment. This written agreement shall only be revised by mutual agreement of the nurse and the Employer in consultation with the Union.

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

3403 A part-time nurse called back to work hours in excess of a shift (as defined in Article 1404) in any one (1) day shall be paid at overtime rates of pay with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the

guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time the nurse starts to work to the beginning of their shift.

3404

(a) Vacation pay shall be calculated as follows:

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

(b) Part-time nurses shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time nurse (includes travel time as per Article 2103) and shall be paid their earned vacation proportionately during each week of scheduled vacation.

3405

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

$$\begin{array}{l} \text{Hours Paid at Regular} \\ \text{Rate of Pay} \\ \text{Full-time Hours} \end{array} \quad \times \quad \begin{array}{l} \text{Entitlement of} \\ \text{Full-time Nurses} \end{array}$$

3406 Part-time nurses will be paid five percent (5 %) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

3407 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 1750 hours worked or one (1) years' service, whichever occurs later. In the case of the increment being given on the basis of 1750 hours worked, it shall be applied to the pay period next following completion of 1750 hours worked.

3408 Seniority hours are calculated based on hours paid at the regular rate of pay.

3409 Where a Recognized Holiday (or the Employer's designated lieu day) falls on a part-time nurse's normally scheduled day of work but the nurse's department/unit/program is closed, it is recognized that the nurse shall receive an unpaid leave of absence unless the nurse requests one of the following options:

- The nurse(s) may request to use one (1) of their retained vacation days or banked overtime in accordance with Article 1501; or
- Notwithstanding Article 3402, the nurse may request to be scheduled for an alternate shift, subject to the availability of work and provided the nurse is qualified to perform

the required work. This alternate shift must be requested a minimum of two (2) weeks in advance of, and scheduled within, the posted shift schedule in which the Recognized Holiday falls. It is understood that this rescheduled shift will be payable at the nurse's basic rate of pay.

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES

3501 It is understood that should the Employer determine there is a need to hire casual nurses, the parties will meet to negotiate appropriate provisions to cover same.

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

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

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

- (a) Starting salary of the newly graduated graduate nurse, graduate practical nurse or graduate psychiatric nurse awaiting initial registration as a Registered Nurse, Licensed Practical Nurse or Registered Psychiatric Nurse shall be discounted by eight percent (8%) until such time as registration/license is achieved.
- (b) The anniversary date of a newly graduated graduate nurse or graduate psychiatric nurse who obtains registration within one (1) year of commencing employment shall be the date of their commencement of employment.
- (c) The anniversary date of a newly graduated graduate practical nurse who obtains their license within an eighteen (18) month period of commencing employment (or within the time period as amended in the regulations of the LPN Act) shall be the date of their commencement of employment.

3602 Out of Province Nurses

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

3603 Termination

- (a) In accordance with the Regular Health Professions Actor the relevant regulations to those Acts, failure of the graduate nurse to successfully complete the examination required for registration within a time period prescribed by the CRNM will be deemed to be just cause for termination.
- (b) In accordance with the Registered Psychiatric Nurses Act or the relevant regulations to this Act, failure of the graduate psychiatric nurse to successfully complete the examination required for registration within a time period prescribed by the CRPNM will be deemed to be just cause for termination.
- (c) In accordance with the Licensed Practical Nurses Act or the relevant regulations to this Act, failure of the graduate practical nurse to successfully complete the examination required for licensure within a time prescribed by the CLPNM, or as amended in the regulations of the Licensed Practical Nurses Act 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 required by the Employer only, 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 or nurse practitioner of their own choice, at their own expense, as long as the Employer receives a statement as to the fitness of the nurse from the physician or nurse practitioner.

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 as per Article 2301(iii)

ARTICLE 38 -- SALARIES AND INCREMENTS

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

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

3803 Applicable to Registered Nurses and Registered Psychiatric Nurses:

(a) The starting salary of a Registered Nurse or Registered Psychiatric Nurse newly employed as a Nurse II 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
9000 hours within past 7 years	5 Year Rate
Effective September 1, 2021	
12640 hours within past 8 years	7 Year Rate

(b) A nurse employed at a classification above Nurse II shall be granted a starting salary that is not less than one (1) increment step above what the nurse would be if they were employed as a Nurse II.

(c) Applicable to Registered Nurses and Registered Psychiatric Nurses:

The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at the Nurse II 1 Year rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of their employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with her/him, grant such additional increments as performance warrants, with a guideline 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
9000 hours within past 7 years	5 Year Rate
10820 hours within past 7 years	6 Year Rate
Effective September 1, 2021	
12640 hours within past 8 years	7 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 the nurse will be paid an increment will be delayed for one (1) month for every full month they are on leave of absence except that salary increases will not be delayed because of educational leave of up to two (2) years.

3807 If new classifications which come under the scope of this Agreement are created during the term of this Agreement, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Employer will inform the Union of the proposed rates of pay for such positions. If the Union wishes to enter into negotiations on these rates of pay it will so inform the Employer within seven (7) days and negotiations will commence within an additional ten (10) days, which time may be extended by mutual agreement between the Employer and the Union. If the

parties are unable to reach agreement concerning the rates of pay the dispute shall, at the request of either or both parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at Article 1302.

3808 Retroactivity

Should there be retroactive wage adjustments, such shall be made payable within ninety (90) days of the date of ratification of the Collective Agreement.

Upon written application to the Employer within ninety (90) days of ratification of the Collective Agreement, nurses who have terminated employment with the Employer subsequent to the expiry of the current Collective Agreement shall be entitled to retroactive pay.

3809 Should an error be made in a nurse's pay which results in a loss of seven (7) hours or more of regular pay, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than seven (7) hours of regular pay, the correction will be made on the next scheduled pay day.

ARTICLE 39 – EMPLOYEE BENEFIT PROGRAM

3901 The Employer agrees to continue to provide the existing employee benefits plan and will provide the Union with all benefit plan documents. 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 five percent (5%) by both the Employees and the Employer.

Attached as Appendix "F" is the current benefit plan.

APPENDIX "A" - SALARIES

September 1, 2021 **Monthly salaries include a 2% increase**
 - Hourly salary is calculated as (monthly salary x 12) ÷
 1820

Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Licensed Practical Nurse	Hourly	30.990	32.004	33.006	34.221	35.336	36.582	37.884	38.642
	Monthly	4700.221	4853.925	5005.864	5190.148	5359.304	5548.259	5745.752	5860.667
	Annual	56402.654	58247.100	60070.370	62281.771	64311.653	66579.113	68949.022	70328.002
Nurse II	Hourly	42.327	43.598	44.906	46.253	47.641	49.070	50.542	51.553
	Monthly	6419.645	6612.385	6810.683	7015.070	7225.558	7442.297	7665.514	7818.824
	Annual	77035.745	79348.615	81728.194	84180.845	86706.691	89307.569	91986.170	93825.894
Nurse IV	Hourly	43.463	45.073	46.684	48.250	50.453	52.406	54.450	55.539
	Monthly	6591.923	6836.030	7080.503	7317.908	7652.040	7948.197	8258.185	8423.349
	Annual	79103.081	82032.358	84966.041	87814.901	91824.480	95378.364	99098.222	101080.187

September 1, 2022 **Monthly salaries include a 2% increase**
- Hourly salary is calculated as (monthly salary x 12) ÷
1820

Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Licensed Practical Nurse	Hourly	31.610	32.644	33.666	34.905	36.043	37.314	38.642	39.415
	Monthly	4794.226	4951.004	5105.981	5293.951	5466.490	5659.225	5860.667	5977.880
	Annual	57530.707	59412.042	61271.778	63527.407	65597.886	67910.695	70328.002	71734.562
Nurse II	Hourly	43.174	44.470	45.804	47.178	48.594	50.051	51.553	52.584
	Monthly	6548.038	6744.632	6946.896	7155.372	7370.069	7591.143	7818.824	7975.201
	Annual	78576.460	80935.588	83362.757	85864.462	88440.825	91093.720	93825.894	95702.412
Nurse IV	Hourly	44.332	45.974	47.618	49.215	51.462	53.454	55.539	56.649
	Monthly	6723.762	6972.750	7222.113	7464.267	7805.081	8107.161	8423.349	8591.816
	Annual	80685.142	83673.005	86665.362	89571.199	93660.970	97285.931	101080.187	103101.791

September 1, 2023 **Monthly salaries include a 2% increase**
- Hourly salary is calculated as (monthly salary x 12) ÷
1820

Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Licensed Practical Nurse	Hourly	32.242	33.297	34.339	35.603	36.764	38.060	39.415	40.203
	Monthly	4890.110	5050.024	5208.101	5399.830	5575.820	5772.409	5977.880	6097.438
	Annual	58681.322	60600.283	62497.213	64797.955	66909.844	69268.909	71734.562	73169.253
Nurse II	Hourly	44.037	45.360	46.720	48.122	49.566	51.053	52.584	53.635
	Monthly	6678.999	6879.525	7085.834	7298.479	7517.470	7742.966	7975.201	8134.705
	Annual	80147.989	82554.299	85030.013	87581.751	90209.642	92915.595	95702.412	97616.460
Nurse IV	Hourly	45.219	46.894	48.571	50.199	52.491	54.523	56.649	57.782
	Monthly	6858.237	7112.205	7366.556	7613.552	7961.182	8269.304	8591.816	8763.652
	Annual	82298.845	85346.465	88398.669	91362.623	95534.189	99231.650	103101.791	105163.826

September 1, 2024		Monthly salaries include a 2% increase							
		- Hourly salary is calculated as (monthly salary x 12) ÷ 1820							
Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Licensed Practical Nurse	Hourly	32.887	33.963	35.026	36.315	37.499	38.821	40.203	41.007
	Monthly	4987.912	5151.024	5312.263	5507.826	5687.337	5887.857	6097.438	6219.387
	Annual	59854.948	61812.288	63747.158	66093.914	68248.040	70654.287	73169.253	74632.638
Nurse II	Hourly	44.918	46.267	47.654	49.084	50.557	52.074	53.635	54.708
	Monthly	6812.579	7017.115	7227.551	7444.449	7667.820	7897.826	8134.705	8297.399
	Annual	81750.949	84205.385	86730.613	89333.386	92013.834	94773.906	97616.460	99568.789
Nurse IV	Hourly	46.124	47.832	49.542	51.203	53.541	55.613	57.782	58.938
	Monthly	6995.402	7254.450	7513.887	7765.823	8120.406	8434.690	8763.652	8938.925
	Annual	83944.822	87053.394	90166.642	93189.875	97444.873	101216.283	105163.826	107267.103

APPENDIX “B” – ACADEMIC ALLOWANCE

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

- (a) Upon completion of an approved clinical course/program, or CNA Certification in a nursing specialty, or an approved course in Gerontology, or the Nursing Unit Administration Course, or a Registered Nurse with a Registered Psychiatric Nurse Diploma, or an approved midwifery course, or an Operating Room Technician course in addition to a Licensed Practical Nurse Certificate or Registered Nurse Diploma, or the Adult Education Certificate, or an Occupational Health Nursing course, or the University Certificate in Nursing (one year course also called University Diploma in Nursing), or a Baccalaureate Degree in Arts or Science from a recognized university, (or the equivalent), provided such degree (or equivalent) is relevant to the position held by the nurse:

\$0.318 per hour for all paid hours

- (b) For a Baccalaureate Degree in Nursing, or a Baccalaureate Degree in Psychiatric Nursing, or a Baccalaureate Degree in Science-Mental Health, or a University Certificate in Nursing, as described in (a) above, in addition to a Baccalaureate Degree in Arts or Science, or the equivalent in the opinion of the Employer:

\$0.637 per hour for all paid hours

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

- C.1 Occupational classifications are as follows:
- (a) **Nurse II:** A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
(Home and Community Case Worker)
 - (b) **Nurse IV –** A nurse who is permanently assigned responsibility for the coordination of a specific program(s) within the Cross Lake Band Health Services (Home and Community Care Program Manager)
 - (c) **LPN -** A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.
(Maternal Child Health Nurse Coordinator Start year is at Year 2, Home and Community Case Worker-LPN)

APPENDIX “D” – BI-WEEKLY REMOTENESS ALLOWANCES

“Bi-weekly remoteness allowance shall be paid from the effective date of this Agreement. The rate will be determined as follows:

Effective Sept. 1, 2021		Effective Sept. 1, 2022		Effective Sept. 1, 2023		Effective Sept 1, 2024	
Dependent	Single	Dependent	Single	Dependent	Single	Dependent	Single
\$335.02	\$193.67	\$341.72	\$197.54	\$348.55	\$201.49	\$355.52	\$205.52

APPENDIX “E” - DEFINITION OF FAMILY MEMBER FOR COMPASSIONATE CARE LEAVE

As referred to in Article 2416(e), the following will be the definition of family member for Compassionate Care Leave.

- (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, step-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.

APPENDIX “F” – EMPLOYEE GROUP BENEFITS

Sun
Life Financial



Cross Lake First Nation

Pimicikamak Health Services

Contract Number 83311
Effective April 1, 2022
Issued April 26, 2022

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
CROSSLAKE BAND OF INDIANS
AND
CROSSLAKE NURSES LOCAL 143
OF THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement

The ratification date of the current Collective Agreement occurred on December 15, 2021.

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 Employee's 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.
7. The Employer will also cooperate with other facilities, with the Provincial Labour Relations Secretariat, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

4. Re: Mentorship

The Employer and the Union acknowledge that Mentorship is every nurse's professional responsibility. In the case of new Graduate Nurses, a more intensive approach to mentorship may be warranted.

The Employer and the Union believe that Mentorship of new Graduate Nurses is necessary and important and will facilitate transition from the student role to the practicing professional role and build a culture of support that will foster the retention of new Graduate Nurses. Further, the Employer and the Union recognize that this may be accomplished in a variety of ways dependent on the unique circumstances and demographics of each workplace. Mentoring may represent an opportunity for late career nurses who are interested in imparting their experience and knowledge.

For the purposes of this Memorandum of Understanding, a "Mentor" is defined as an experienced Registered Nurse, Registered Psychiatric Nurse or Licensed Practical Nurse engaged in a formal relationship of a determined length with a new graduate nurse(s) in order to assist the graduate nurse(s) in successfully adjusting to the working environment and performing their new role as a professional nurse.

Prior to the commencement of a mentorship relationship, the Employer and the nurse will discuss work assignment adjustments required in order for successful mentorship completion.

The Employer will identify attributes required for a mentorship role based on leadership skills, clinical expertise, professionalism, interpersonal skills and advocacy of the nursing profession.

A Registered Nurse or Registered Psychiatric Nurse or Licensed Practical Nurse shall receive an additional \$0.70 per hour for each hour assigned by the Employer as a mentor.

5. Transfer – Job Selection

1. The Employer and the Union mutually agree that the following understandings apply to Article 30 Vacancies, Term Positions, and New Positions with respect to Nurses transferring to posted vacancies, term positions, and new positions for the duration of the Collective Agreement. The following criteria will be utilized to determine if the nurse(s) are eligible for transfer;
 - i. meet the qualifications of the posted position including the relevant experience required for that specific position;
2. If more than one candidate meets the transfer criteria, the most senior nurse will be awarded the position.
3. If no candidates meet the transfer criteria, the successful candidate will be determined through a competitive process as per Article 2502.
4. The continuation of this MOU beyond the term of the Collective Agreement will only be on the mutual agreement of the parties.

6. 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.

7. Re: Retention Allowance

The parties agree that a Retention Allowance shall be payable in a lump sum annually to all nurses (including full-time, part-time and casual) as follows:

\$ 7,500.00 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) and will only be payable if the nurse remains employed as of September 30th.

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.

8. Re: Uniforms

Upon hiring, the Employer agrees to provide each nurse with three (3) uniforms, and three (3) more uniforms each year thereafter,

9. Hydro Costs

Should a nurse choose to reside in their own private accommodations, the Employer will reimburse the nurse for their Hydro bills.