

# **COLLECTIVE AGREEMENT**

BETWEEN

**REVERA LONG TERM CARE INC.  
OPERATING AS MAPLES PERSONAL CARE HOME**

AND

**MAPLES NURSES LOCAL 94  
OF THE MANITOBA NURSES' UNION**

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**July 1, 2013 to June 30, 2017**



A COMMITMENT TO CARING

WHEREAS, it is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Long Term Care Facility as a service institution; and to maintain harmonious relationships between the Employer and the members of the Union; and to recognize the value of joint discussion and negotiation in matters related to working conditions; 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;

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

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

**101** The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in Manitoba Labour Board Certificate No. MLB-6707.

## **ARTICLE 2 -- DURATION**

**201** This Collective Agreement shall be in full force and effect from the 1<sup>st</sup> day of July, 2013, up to and including the 30<sup>th</sup> day of June, 2017.

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

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

The parties agree to provide not less than seven (7) days written notice as to the time and date of the intent to initiate strike action or lockout.

## ARTICLE 3 -- DEFINITIONS

**301** A "nurse" is a Registered Nurse, or a Licensed Practical Nurse, or a Registered Psychiatric Nurse, a graduate nurse, a graduate practical nurse or a graduate psychiatric nurse who is employed by the Employer in one of the occupational classifications described in Appendix "C" attached hereto and forming part of this Agreement.

**302** Employment status of nurses shall be defined as:

(a) A "full-time nurse" is one who works the full prescribed hours of work specified in Article 14. (Total hours 2080 per year)

(b) A "part-time nurse" is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14.

(c) "Casual nurse" as defined in 3501.

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

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

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

**306** "Non-registered/non-licensed/graduate pending license nurse" shall mean a person who has graduated as a nurse but does not hold registration/license. The terms of this Agreement shall be applicable to the non-registered/non-licensed/graduate pending license nurse as to the registered/licensed nurse except as otherwise specified herein.

**307** "Weekend" shall mean Saturday and Sunday.

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

**309** "Position" shall include occupational classification (salary scale), EFT and shift description (days, evenings, nights).

## ARTICLE 4 -- MANAGEMENT RIGHTS

**401** The Union acknowledges that it is the exclusive function of the Employer:

- (i) To determine and establish standards and procedure for the quality care, welfare, safety and comfort of the residents in the Home, and to maintain order discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Prior to implementing any rules, regulations, policies or practices or change thereto, the Employer shall post the same on the bulletin board and will send a courtesy copy to the Union;
- (ii) To hire, discharge, transfer within the Home, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion of classification, or a claim that a nurse has been discharged or disciplined without just cause may be the subject of a grievance;
- (iii) To control the direction of the working forces, the right to plan, direct and control the operation of the Home, the right to introduce new and improved methods, facilities, equipment, combining or splitting up of departments, work schedules, the number of employees required for the Employer's purposes and the increase or reduction of personnel.

**402** Management rights, as set out in this Agreement, must be exercised fairly, without discrimination, and in accordance with the Agreement.

## ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

**501** The Employer agrees to deduct an amount equal to the current union dues from the bi-weekly pay of each nurse in the bargaining unit, whether a member of the Union or not. Such direction shall include any dues exemptions. The Employer shall forward such dues to the Manitoba Nurses' Union by the fifteenth (15<sup>th</sup>) day of the following month, together with an electronic list of the names of nurses for whom deductions have been made and a list of the names of all nurses newly hired/terminated/on leave of absence for a period of four (4) weeks or longer.

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 over deduction of dues.

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

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

**505** The Union shall save the Employer harmless from any claims from nurses covered by this Agreement as a result of dues 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 from time to time as occasion may require.

**507** Union activities other than those provided for in this Agreement shall not be conducted in the Employer's premises during the hours of duty of any nurse, without prior authorization by the Executive Director or his/her designate.

**508**

(a) Two (2) nurse representatives or officers of the Union per Home unless mutually agreed otherwise by the Employer and the Union shall be granted time off duty without loss of pay during the nurses' regular scheduled hours of work to participate in negotiations in which both the Union and the Employer are represented.

An employee scheduled on the night shift or the evening shift on which the day of the negotiations takes place shall receive paid time off for the nurse's regular hours of that shift.

(b) In the event of joint negotiations involving this Employer and more than four (4) Homes, one (1) nurse representative or officer of the Union per Home unless mutually agreed otherwise by the Employer and the Union shall be granted time off duty without loss of pay during the nurses' regular scheduled hours of work to participate in negotiations in which both the Union and the Employer are represented.

An employee scheduled on the night shift or the evening shift on which the day of the negotiations takes place shall receive paid time off for the nurse's regular hours of that shift.

**509** Copies of this Agreement shall be provided by the Union, and the Union will supply a copy to each nurse at the time of hiring unless otherwise agreed between the Employer and the Union.

**510** A suitable notice board or notice board space for the use of the Union will be provided by the Employer. No notice will be posted without the written consent of the Executive Director or his/her designate.

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

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

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

## **ARTICLE 6 -- CONTINUANCE OF OPERATIONS**

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

## **ARTICLE 7 -- NON DISCRIMINATION**

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

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

## ARTICLE 7A -- HEALTH AND SAFETY

**7A01** The parties to this Collective Agreement endorse the importance of a safe and secure environment in which nurses must work. The parties will work together in recognizing and resolving Occupational Health and Safety issues. Any nurse who believes a situation may become unsafe shall report this to her/his immediate Supervisor.

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

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

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

There shall be a policy supporting zero tolerance of staff abuse which shall be reviewed annually by the Workplace Health & Safety Committee. Such policy shall address the issue of communication strategies, which will include signage.

Any nurse who believes a situation may become abusive shall report this to the immediate supervisor. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

The Employer shall design and post appropriate signage in support of the non abuse policy.

**7A05** At the request of a nurse, the Employer shall provide, at no cost to the nurse, vaccination(s) and/or immunization(s) for occupational illness(es) in accordance with the Canadian Immunization Guide from 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 she/he is not covered under the LTD, WCB or MPI programs. Any such nurse will be supernumerary in nature when necessary and reasonably possible. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the initial meeting with the nurse to review the provisions of the program to ensure that the work designated is within her/his restrictions and limitations. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

**7A07 Whistle Blowing Protection**

Nurses who in good faith make a disclosure in accordance with The Public Interest Disclosure Act shall not be subject to discipline or reprisal.

**ARTICLE 8 -- TECHNOLOGICAL CHANGE**

**801** Should the Employer find it necessary in the interest of resident care, reduction of costs, or increased efficiency;

- (a) to introduce technological change by altering methods or utilizing different equipment, or
- (b) in the case of qualified bargaining unit members being unavailable to perform the required work, to transfer work to outside agencies or third parties, and
- (c) if such change will displace or affect the classification of nurses in the bargaining unit, the Employer will notify the Union at least ninety (90) days in advance of such change and will meet and negotiate with them reasonable provisions to protect the interest of nurses so affected.

Failing agreement, such matters may be referred to arbitration subject to Article 12 and 13 herein.

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

- (i) shall be given first opportunity to fill any vacancy for which she/he has seniority and for which she/he has the qualifications and ability to perform, or
- (ii) shall have the right to displace a nurse with less seniority in accordance with Article 2606 specified in this agreement.

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

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



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

### **1001**      Emergency

- (a) In any emergency or disaster which imposes an unusual threat to the safety or wellbeing of residents, nurses are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.

In the event the Employer declares an emergency, the Employer shall provide written confirmation of same to the President of the Local following the emergency.

The Employer will notify the Union if it has been advised by the department of the Chief Medical Officer of Health for Manitoba of a major health alert related to the Home, such as a possible pandemic occurrence.

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

### **1002**      Drills

- (a) Home disaster, emergency or fire plans brought into effect by drill shall override the provisions of this Agreement provided always that where overtime is worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.
- (b) The importance of regular disaster plan exercises and fire drills, is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is required.
- (c) Each newly hired nurse shall receive the appropriate information relative to the emergency, disaster, and fire plans during orientation to the Home. An inservice session related to evacuation procedures will be conducted at least once annually.

## ARTICLE 11 -- JOINT COMMITTEES

### **1101**      Union Management Committee

The Employer and the Union shall each appoint up to three (3) persons to the Union Management Committee. The Committee so formed shall meet at the call of either group upon at least five (5) days written notice for the purpose of discussing employer nurse relations, quality of resident care, workload (as documented through the Workload staffing report) and other matters of mutual concern.

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

There shall be a Regional Union Management Committee comprised of one Union representative from each Union Management Committee, the Provincial Director, Senior Nursing Management and the Labour Relations Officer which may meet twice annually or at the call of either the Labour Relations Officer or the Provincial Director with 5 days notice. It is understood and agreed that the purpose of the Regional Union Management Committee is to discuss issues that pertain to the entire region.

Including:

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

**1102** Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union who attend meetings of the Union Management Committee, Regional Union Management Committee, Workplace Safety and Health Committee and any other Facility or Regional joint committee to which the Union is required by the Employer to appoint representatives. Unless otherwise provided by this Collective Agreement, the Employer shall determine the number of nurses who are to attend such other Facility joint committee.

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

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

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

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

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

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

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

**1205** Complaint Stage:

A nurse shall, within fifteen (15) days of the event which is the subject of complaint, attempt to resolve the matter through discussion with her/his immediate supervisor outside the bargaining unit, and if the matter is not settled to her/his satisfaction the nurse may proceed with a grievance herself/himself or elect to be represented by a Union representative.

**1206** Step One:

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

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

**1207** Step Two:

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

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

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

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

**1211** Union Grievance:

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement in writing at Step One of the grievance procedure providing it is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting a nurse or nurses which such nurse or nurses could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

**1212** Employer's Grievance:

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Union or a number of nurses, of this Agreement by forwarding a written statement of such grievance to the President of the Union with a copy to the Manitoba Nurses' Union providing it is presented within twenty (20) days after the circumstances giving rise to the grievance have originated or occurred. The President of the Union shall give her/his decision within ten (10) days after receipt of the written grievance, and failing settlement the grievance may be submitted to arbitration by the Employer in accordance with the provisions of Article 13.

**1213** Should a grievance arise out of the discharge of a nurse, it shall proceed directly to Step 2 of the Grievance Procedure. It must be submitted in writing within ten (10) days following the date of discharge.

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

**1301** In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 12, within ten (10) days of the date upon which the written reply referred to in Article 1207 is received from the Provincial Director or Designate, the matter may then be referred to arbitration by the Union or the Employer as hereinafter set forth.

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

**1303** Either party may submit the matter in dispute to a board of arbitration by giving notice to the other party within a further seven (7) days and by appointing in that notice one (1) member 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 member and the two (2) members thus appointed shall, within ten (10) days thereafter, select a third member who shall be Chairperson.

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

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

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

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

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

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

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

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

**1312** Nurses whose attendance is required by the Employer at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of salary as a result. Nurses whose attendance is required by the Union at arbitration hearings related to the Agreement shall be given permission to be absent from work without pay.

**1313** The Arbitrator or Arbitration Board shall be requested to provide both parties with a hard (paper) copy as well as a disk version of the decision of the Arbitrator or the decision of the Chairperson in the absence of the majority decision of the Arbitration Board.

**1314** In the interest of settling a grievance prior to an arbitration hearing and providing the parties mutually agree, the assistance of a grievance mediator may be requested from the Province of Manitoba Conciliation and Mediation Services, Department of Labour. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties.

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

**1401** Eighty (80) hours shall constitute a bi-weekly period of work.

**1402** The meal period will be scheduled by the Employer and will be one-half (.50) hour in duration, unless otherwise mutually agreed between the nurse(s) concerned and the Employer.

**1403** Two (2) rest periods of fifteen (15) minutes each will be allocated by the Employer; one (1) to be taken during the first four (4) hour period of work, and one (1) to be taken during the last four (4) hour period of work.

**1404** A shift shall be eight and one-quarter (8.25) consecutive hours of work including two (2) fifteen (15) minute rest periods and including a one-half (.50) hour meal period, of which fifteen (15) minutes shall be paid.

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

**1406** Where a nurse cannot arrive at the place of employment due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the nurse shall be rescheduled at a mutually agreeable time during the following two (2) consecutive bi-weekly pay periods to work any hours missed, provided that the rescheduling shall not result in any overtime. Where the scheduling of such shift cannot be agreed upon or the nurse chooses not to be rescheduled, she/he may take time from banked time which includes banked overtime, Recognized Holidays or vacation.

## ARTICLE 15 -- SHIFT SCHEDULES

**1501** Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the nurse(s) concerned and the Employer. Requests for specific days off duty shall be submitted in writing at least two (2) weeks prior to the posting and granted, if possible in the judgment of the Employer and a decision shall be communicated to the Nurse within one (1) week of the request. Requests for interchanges in posted shift shall be submitted in writing. Such requests for interchanges shall be co-signed by the nurse willing to exchange shifts with the applicant and must be approved in advance by the Employer.

**1502** It is understood that any change in shifts or days off initiated by the nurses and approved by the Employer shall not result in overtime costs to the Employer.

**1503** Night shift shall be considered as the first shift of each calendar day (i.e. midnight to midnight).

**1504** Shift patterns for each nursing unit shall be planned by the Employer in meaningful consultation with the nurse(s) concerned and shall, unless otherwise mutually agreed between the nurse(s) and the Employer, observe the conditions listed hereinafter:

- a) A minimum of two (2) regular shifts off between assigned shifts as defined in Article 1401.
- b) A minimum of eight (8) days off in each four (4) consecutive week period;
- c) A nurse shall receive alternate weekends off;
- d) A maximum of seven (7) consecutive days of work shall be scheduled;
- e) Shift patterns shall be either permanent days, evenings or nights or day evening or day night rotations; and
- f) A nurse will receive consideration in scheduling to allow her/him to pursue academic course(s) to further her/his education. Whenever reasonably possible, subject to resident care requirements, the granting of such consideration shall be based on the following:
  - i. She/he submits her/his written request at least eight (8) weeks prior to the commencement of the academic course(s); and
  - ii. Another nurse(s) is/are prepared to interchange "normally" scheduled shifts for the "normally" scheduled shifts of the nurse attending the academic course(s), as agreed in writing;

- iii. Upon completion of the academic course(s) each nurse shall revert to her/his former rotation pattern.

Proof of registration in such course(s) shall be provided to the Employer upon request.

## **ARTICLE 16 -- OVERTIME**

**1601** Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern in effect on each nursing unit. Authorization must be obtained prior to the start of any overtime work except in emergency situations. The Employer agrees the authorization in these emergency situations will not be unreasonably withheld. Payment for overtime worked when emergency circumstances prevent prior authorization shall be subject to a claim accompanied by a special written report prepared by the nurse before leaving the Home substantiating the reason for the overtime work.

**1602** Each nurse shall be paid at the rate of one and one-half (1.50) times her/his basic salary for the first three (3) hours of authorized overtime in any one (1) day, and at the rate of double her/his basic salary for hours worked in excess of three (3) hours in any one (1) day. A full-time nurse shall receive two (2) times her/his basic salary for all overtime worked on a scheduled day off. However, notwithstanding section 1601 above, all overtime worked on a Recognized Holiday shall be paid at two and one-half (2.50) times her/his basic salary.

**1603** Notwithstanding sections 1601 and 1602 above, whenever a nurse works two (2) consecutive shifts, she/he shall receive pay at the rate of double her/his basic salary for the second shift, except when the second consecutive shift is worked on a Recognized Holiday, she/he shall receive pay at the rate of two and one-half (2.50) times her/his basic salary for the second shift.

**1604** By mutual agreement between the Employer and the nurse, overtime may be compensated by time off at overtime rates.

**1605** A full-time nurse reporting back to work upon request after leaving the grounds of the Home following completion of a shift but before commencement of her/his 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 she/he starts to work to the beginning of her/his shift.



**1606** Overtime worked as a result of the time changeover from Daylight Savings Time to Central Standard Time shall be payable at overtime rates. It is understood that nurses working a short shift as a result of such changeover will be paid only for time actually worked.

**1607** Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work in accordance with Article 16.01.

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

**1609** Re Meal Allowance – A nurse who is authorized to work overtime for a period of four (4) hours or more immediately following her/his regular shift shall be supplied with a meal or a meal ticket as requested by the Nurse.

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

### **1701**

- (a) An evening shift premium of one dollar (\$1.00) [one dollar and seventy-five cents (\$1.75) effective July 1, 2016] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1700 hours and the next succeeding 2300 hours.
- (b) A night shift premium of two dollars and five cents (\$2.05) [two dollars and fifty cents (\$2.50) effective July 1, 2016] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

**1702** A weekend premium of one dollar and sixty-five cents (\$1.65) [two dollars (\$2.00) effective July 1, 2016] per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

## **ARTICLE 18 -- STANDBY**

**1801** In the event that the Employer finds it necessary for nurses to be placed on standby, conditions and terms applicable to nurses on standby duty shall be contained in a supplementary agreement negotiated on a local basis between the Employer and the Union.

## ARTICLE 19 -- RESPONSIBILITY PAY

**1901** The Employer agrees to pay an additional one dollar (\$1.00) per hour to a nurse from the bargaining unit designated by the Employer to be responsible for the Home on evenings, nights and on weekends, also during the day shifts. This allowance shall apply in the absence of the nursing management.

**1902** The allowance is applicable to one (1) nurse on the Night shift, one (1) nurse on the Evening shift and one (1) nurse on the Day shift in the absence of nursing management.

## ARTICLE 20 -- TRANSPORTATION ALLOWANCE/ESCORT DUTY

**2001** Transportation Allowance:

Any nurse who is required to terminate or commence her/his shift between the hours of 0030 and 0600 hours, or a nurse who is required to return to the Home on a callback and who does not have her/his own transportation, will have transportation provided by the Employer at no cost to the nurse.

## ARTICLE 21 -- VACATIONS

**2101** Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days equals one (1) calendar week. The vacation year shall be from May 1<sup>st</sup> to April 30<sup>th</sup>. The dates used to calculate vacation earned shall be from the end of the last full pay period of April in one vacation accrual year to the end of the last full pay period of the following April. 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 her/his vacation begins. Upon request, a nurse may be permitted to retain up to three (3) days of her/his regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling.

**2102** A nurse who has completed less than one (1) year of employment as at the cut-off date shall be entitled to a paid vacation at the rate of one and one-quarter (1.25) days per month worked.

**2103** 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/3 weeks
In the fourth (4th) to tenth (10th) year inclusive	Twenty (20) days/4 weeks
In the eleventh (11th) to twentieth (20 <sup>th</sup> ) year inclusive	Twenty-five (25) days/5 weeks
In the twenty-first (21st) and subsequent years	Thirty (30) days/6 weeks

Vacation entitlement in the year of the fourth (4<sup>th</sup>), eleventh (11<sup>th</sup>) and twenty-first (21<sup>st</sup>) anniversary will be established on a pro rata basis for those Nurses whose anniversary occurs after April 30<sup>th</sup>.

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

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

**2105** Nurses on Workers Compensation will continue to accrue paid vacation for a period of one (1) year.

**2106** Terminal vacation pay shall be calculated in accordance with sections 2103 and 2104 and based on the nurse's rate of pay on the date of termination.

**2107** The Employer shall notify each nurse, prior to her/his vacation, of the date and time upon which she/he is to report back to work following her/his 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.

**2108** The Employer shall be responsible for posting the vacation entitlement lists by February 1<sup>st</sup> of each year. The vacation entitlement list shall reflect each nurses' projected vacation entitlement as at April 30<sup>th</sup> of that year. The nurse shall be responsible to indicate her/his preference of vacation dates by March 1st of that year. Nurses who fail to indicate their choice by March 1<sup>st</sup> shall not have preference in the choice of vacation time where other nurses have indicated their preference. To the extent that it finds possible, the Employer shall give priority to those nurses having the most seniority of service within the Facility. The approved vacation schedule will be posted no later than April 1<sup>st</sup>. Approved vacation schedules shall not be changed unless mutually agreed upon by the nurse and the Employer.

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

**2109** Effective the first full vacation year following the date of ratification: In recognition of length of service, each nurse shall receive an additional one time bonus vacation of five (5) days of vacation on completion of twenty (20) years of continuous service at the Home or subject to the MOU #9 (b)(2) and on each subsequent fifth (5<sup>th</sup>) anniversary of employment (i.e. 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, and 40<sup>th</sup>). Such days shall be taken during the vacation year in which the twentieth (20<sup>th</sup>) or subsequent 5<sup>th</sup> anniversary occurs.

## **ARTICLE 22 -- RECOGNIZED HOLIDAYS**

**2201** For purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1<sup>st</sup>), Louis Riel Day, Good Friday, Easter Sunday, Victoria Day, Canada Day (July 1), the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day (December 25<sup>th</sup>) and Boxing Day (December 26<sup>th</sup>).

If another federal, provincial or municipal, etc., holiday should be proclaimed during the term of this agreement, such additional proclaimed holiday will replace the paid holiday designated as the "Easter Sunday" holiday. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this agreement.

**2202** Whenever a Recognized Holiday falls on her/his scheduled days off, the nurse shall receive an extra day off in lieu thereof; the Employer may, however, give her/him an extra day's pay at her/his basic rate if mutually agreed between the nurse and the Employer.

**2203** A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times her/his basic pay and in addition shall receive one (1) day off at her/his basic rate of pay.

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

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

As much as reasonably possible, 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.

**2206** A nurse may accumulate up to four (4) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as requested and granted in accordance with 1501. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned.

Requests to utilize accumulated lieu time must be submitted no later than October 1, in order to clear all banks by December 15<sup>th</sup> of each year, and if not requested, shall be scheduled by the Employer.

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

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

- (i) She/he 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 she/he is eligible for wage loss benefits from either Workers Compensation Board or Manitoba Public Insurance as a result of a motor vehicle accident, subject to 2303, or
- (ii) In the opinion of the Employer, her/his presence constituted a health hazard for resident and/or other employees and she/he was instructed by the Employer to leave her/his place of duty; or
- (iii) She/he attends an appointment related to a medical/dental examination and/or treatment, subject to 3703.

**2302** Each nurse shall accumulate income protection at the rate of one and one-quarter (1.25) days for each full month of employment to a maximum of one hundred and nineteen (119) days.

**2303**

- (a)
  - (i) A nurse who becomes injured or ill in the course of performing her/his duties must report such injury or illness as soon as possible to her/his immediate supervisor.
  - (ii) A nurse unable to work because of a work related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the nurse by W.C.B.

Where a nurse is unable to work because of injuries sustained in a motor vehicle accident she/he must advise her/his supervisor as soon as possible and she/he must submit a claim for benefits to Manitoba Public Insurance (MPI). The nurse shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.

- (iii) Where a nurse has applied for WCB or MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:
  - (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article 3802 (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
  - (v) The advance(s) will cover the period of time from the date of injury until the date the final WCB/MPI decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the nurse's accumulated income protection credits.
  - (vi) The nurse shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB/MPI directly to the nurse
  - (vii) In the event that the WCB/MPI disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (b) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the provisions of 7A06 shall apply.
- (c) A nurse who is absent from employment which is covered by LTD, WCB or MPI and for whom the said absence will extend beyond the time scheduled for the nurse's vacation, may request that the vacation be cancelled and the Employer shall do so. The Employer and the nurse will either endeavour to agree to another time for the vacation to be scheduled during the vacation year and following the nurse's return to work, at a time consistent with the necessities of the operation of the Home, or failing such agreement, the Employer will at its discretion schedule the vacation or pay out the vacation.

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

**2305** A nurse who is unable to report for work due to illness shall inform her/his supervisor prior to the commencement of her/his next scheduled shift(s). A nurse who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to Day shift -- One (1) hour  
Prior to Evening shift -- Three (3) hours  
Prior to Night shift -- Three (3) hours

**2306** The Employer, either at the time of notification by the nurse of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's fitness to return to duty. Failure to provide such a certificate when requested may disqualify a nurse from receiving paid income protection or may result in a refusal of permission for her/him to resume her/his 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 nurses's accumulated income protection.

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

**2309** A nurse will inform the Employer in writing when a medical decision is made regarding elective surgery.

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

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

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

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

**2310** If 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 shall be provided if requested.

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

**2312** Subject to the provisions of 2302, a Nurse may use up to five (5) days income protection in one (1) calendar year for illness of a spouse, child or parent.

**2313** A nurse who has completed the probationary period who is unable to perform her/his 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.

Except in emergencies such written requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of his/her decision, in writing, within one (1) week of receipt of the request. Requests for extension of educational leave, maternity leave, adoption leave, and bereavement leave will be granted if reasonably possible.

Where a nurse requests to return to work prior to the expiry of the leave of absence as set out in the approved request, the Employer shall have no obligation to return the nurse to work until such time that the leave of absence would have expired, except as per 2408 (g). However, this shall not preclude the nurse from returning earlier if shifts are available and the nurse wishes to make her/himself available in accordance with the procedure regarding occasional additional shifts.

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



**2403** The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For any approved leaves of absence, the nurse is assured of being placed in the same occupational classification and at the same step on her/his salary scale on her/his return but she/he cannot be assured of being placed in the same nursing unit, position or shift. A nurse not placed in her/his former position will be given consideration over other nurses for the first vacancy available in a similar position.

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

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

**2406** Professional Leave:

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

**2407** Education Leave:

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

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

(c) Employer Sponsored Educational Development-

A nurse may be granted, upon written request, funding up to a maximum of two hundred (\$200.00) annually, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the Director of Care or designate prior to attendance at such program. Reimbursement for tuition or registration or recommended/required material and books shall occur upon satisfactory completion of the workshop, course, or educational program.

**2408** Parenting Leave:

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave. A nurse shall be granted leave of absence for up to fifty-four (54) weeks where she/he qualifies for Parenting Leave.

A nurse who qualifies for Maternity Leave may apply for such leave in accordance with either Maternity Leave Plan “A” or Maternity Leave Plan “B” but not both.

A. Maternity Leave Plan “A”

1. Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:
  - (a) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.
  - (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
  - (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.

B. Maternity Leave Plan “B”

1. In order to qualify for Plan B, a pregnant nurse must:
  - (a) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave.
  - (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
  - (c) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the nurse has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
  - (d) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

- (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where a nurse is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
- (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified as per C.6 below.
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (d) In the event the nurse does not complete the full period of service as required under Part (a) and (b) above, she shall repay a portion of the “top up” as follows:

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

3. A nurse who qualifies is entitled to a maternity leave consisting of:
  - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in (1) (b).
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in (1) (b).
  - (c) the Employer may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.
4. During the period of maternity leave, a nurse who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:

- (a) for the first two (2) weeks a nurse shall receive ninety-three percent (93%) of her weekly rate of pay;
- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the nurse is eligible to receive and ninety-three percent (93%) of her normal weekly earnings.
- (c) All other time as may be provided under this Article, shall be on a leave without pay basis.

- 5. Plan B does not apply to a newly hired nurse occupying a term position.
- 6. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

C. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his 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 fifty-four (54) weeks inclusive of vacation as specified in (C.2) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with 2401.

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

Where Parenting leave is thirty-seven (37) 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 thirty-seven (37) 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 the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
5. Three (3) days of paid leave of absence (24 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity, or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

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

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

**2409**      Union Leave:

- (a) Leave of absence without loss of seniority, salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress meetings or seminars. It is understood that requests for such LOA will be made at least two (2) weeks in advance except in emergency circumstances and also that the Manitoba Nurses' Union will reimburse the Employer for the cost of the salary and the benefits.
- (b) A nurse elected or selected to a full-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions or the Canadian Labour Congress shall be granted leave of absence without loss of salary or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request, during her/his term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs.

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

**2411**      Bereavement Leave:

- (a) The intent of this clause is to minimize the loss of regular wages at a time of bereavement. Therefore, holidays, vacation, leave of absence, illness and regularly scheduled days off shall be taken into consideration and shall reduce, in part or in total, the number of days paid for.

Upon request, a leave of absence with pay of up to four (4) days shall be granted to a nurse in the event of the death of her/his spouse, common-law spouse, fiancé, child, step-child, parent, grandparent and sibling, mother-in-law, father-in-law, sister-in-law and brother-in-law. One (1) day's leave will be granted in the event of the death of an aunt or uncle and former legal guardian. Such days may be taken only in the period which extends from the date of the death up to and including the day following interment, or four (4) calendar days, whichever is greater.

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.

Where a funeral is out of the province an additional two (2) days leave without pay will be granted for the purpose of travel time.

- (b) Necessary time off up to one-half (.50) day with pay may be granted a nurse to attend a funeral as a pallbearer or mourner.
- (c) For the purpose of this section, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse.

**2412** Leave re Public Office - A nurse will be granted unpaid leave of absence to enable her/him, if nominated, to campaign for public office and, if elected, to serve her/his term(s) of office.

**2413** Pre-Retirement Leave:

- (a) Full-time nurses who
- (i) retire at age sixty-five (65) years; or
  - (ii) retire after age sixty-five (65) years; or
  - (iii) have completed at least fifteen (15) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years;
  - (iv) terminate employment at any time due to permanent disability;

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

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

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

- (b) Part-time nurses who:
- (i) retire at age sixty-five (65) years; or
  - (ii) retire after age sixty-five (65) years; or
  - (iii) have completed at least fifteen (15) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years;
  - (iv) terminate employment at any time due to permanent disability;

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

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

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

Hours Worked <u>During Layoff</u>	X	Entitlement of a Full-time Nurse
Annual Full-time Hours		

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

NOTE: Where a nurse chooses to take a lump sum payment, the retirement date shall be her/his last day worked.

- (e) Where a nurse is entitled to pre-retirement leave in accordance with the conditions listed above, and the nurse dies prior to receiving this benefit, it is understood that the pre-retirement leave benefit shall be paid to her/his estate.

**2414** Leave re Citizenship - Nurses shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen. The nurse shall give a minimum of seven (7) days written notice of the date and the time required for this leave of absence.

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

**2416** Compassionate Care Leave:

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

- (a) A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.



- (d) For a nurse to be eligible for leave, a physician who provides care to the family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided must issue a certificate stating that:
- (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
    - (i) the day the certificate is issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - (2) the family member requires the care or support of one (1) or more family members.
- The nurse must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this article shall be defined as:
- (i) a spouse or common-law partner of the employee where "common-law partner" of an employee means a person who, not being married to the employee, is cohabiting with him or her in a conjugal relationship of some permanence
  - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent;
  - (iv) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) Unless the nurse and the Employer otherwise mutually agree, an employee may end her/his Compassionate Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice of his or her expected return. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave" shifts-subject to forty-eight (48) hours notice of cancellation.
- (g) In the event of conflict with the Employment Standards Code and Regulations thereunder and this section, the Employment Standards Code and Regulations thereunder shall prevail.
- (h) Seniority shall be retained/accrued as per Article 25.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 2411.

## ARTICLE 25 -- SENIORITY

**2501** "Seniority" shall be defined as the length of the nurse's continuous employment from the last date on which she/he commenced work at the Facility, subject to Article 34.

**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.

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

- (i) she/he is on any unpaid leave of absence in excess of four (4) consecutive weeks;
- (ii) she/he is on any unpaid leave of absence due to injury or illness which may be compensable by WCB/MPI or LTD for a period of more than two (2) years from the date of first absence from work related to the injury or illness;
- (iii) she/he is on an educational leave of absence in excess of two (2) years.
- (iv) she/he is laid off for more than twenty-six (26) weeks and less than two (2) years;
- (v) she/he obtains a term position of sixty (60) weeks or less, outside the bargaining unit.

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

- (i) she/he is on any period of paid leave of absence;
- (ii) she/he is on any period of Employer paid income protection;
- (iii) she/he is on an educational leave of absence up to two (2) years;
- (iv) she/he is on any unpaid leave of absence due to injury or illness which may be compensable by WCB/MPI or LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (v) she/he is on any period of unpaid leave of absence of less than four (4) weeks; except those referenced in (iv) above
- (vi) she/he is laid off for less than twenty-six (26) weeks;
- (vii) she/he is on parenting leave.
- (viii) she/he is on a full-time union leave in accordance with 2409 (b).

**2505** The seniority of a nurse will terminate if:

- (i) she/he resigns;
- (ii) she/he is discharged, and not reinstated under the grievance procedure;
- (iii) she/he is laid off for more than two (2) years;
- (iv) she/he fails to report for duty within seven (7) days after notification to do so, subject to Article 2705;
- (v) she/he fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
- (vi) she/he obtains a term position more than sixty (60) weeks, outside the bargaining unit.

**2506** The Employer shall once annually, by January 31<sup>st</sup>, provide the Union with a seniority listing of names of Nurses within the scope of this Agreement together with the length of each Nurse's continuous employment with the Home. 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 subject to 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, 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 her/his employment and within five (5) office working days following the completion of her/his 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 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 she/he comes 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 she/his is qualified, competent and willing to perform the required work. The available shifts accepted by the nurse on layoff may equal the nurse's regular E.F.T. commitment.

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 section 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 four point six two percent (4.62%) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,

(e) participation in benefit plans is subject to the provisions of each plan.

Any period of time during the layoff when the nurse works additional available shifts or works in a term position shall not extend the three (3) year period referenced in Article 25.

However, a nurse on layoff who agrees to work in a term position shall retain her/his 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** Nurses shall be recalled in seniority order provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for one (1) week's notice to report back to work.

The nurses affected will contact the Department of Nursing by telephone not later than three (3) days before the date on which they are due to return to work. 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 her/his employment terminated.

**2706** 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 her/his seniority rights, subject to her/his ability, performance and qualifications, to displace a nurse in a position of equal or lower classification. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.

A nurse may displace another nurse in a position of equal classification only when she/he has greater seniority in that particular classification than has the other nurse.

**2707** 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.

**2708** 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.

**2709** 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 TRANSFER**

**2801** Upon promotion, a nurse shall receive a salary applicable to her/his new classification which provides an increase of at least one increment above her/his former salary. A promotion shall mean an increase in classification from one 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 two (2) calendar months following a nurse's promotion shall be considered to be a trial period. During this trial period, the nurse may return to her/his former position at her/his request or be returned to her/his former position 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, when possible, shall give the nurse advance notice of the nature of the complaint. The nurse may be accompanied at the meeting by a Union representative.

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

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

**2904** If a nurse is reclassified to a lower paid position because of changing conditions within the Home, she/he will retain her/his current salary level until the salary scale of the lower position reaches her/his level of salary.

**2905** A nurse shall be given the opportunity to examine any document which is placed in her/his personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against her/him, and her/his reply to any such document shall also be placed in her/his 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 she/he so elects may examine her/his personnel file upon request. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in her/his 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 her/his file and upon written request shall receive copies of specified documents so long as the written request is made within twenty-one (21) days of her/his 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 3002, the Employer agrees to post notices of vacant or new positions stating the classification, minimum qualifications, required shift, the equivalent to full-time (EFT) and date of closing of the competition required for positions covered under this Agreement for at least seven (7) days to enable nurses to apply for same. Such postings shall not preclude advertising outside the Employer's premises. Subsequent vacancies need only be posted for five (5) days. Nothing herein interferes

with the right of the Employer to temporarily change a nurse's shift for bona fide reasons.

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

- (a) a nurse terminating employment and not giving the full period of notice as specified in Article 26 herein, or
- (b) a transfer occasioned by posting.

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

**3004** The name of the successful applicant and the position awarded will be posted on the bulletin board for a period of seven (7) calendar days with a copy given to the President of the Local.

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

**3006** "Term Position":

A term position is a full-time or part-time position occupied by a full-time, part-time or casual nurse for a specified period of time, up to a maximum of sixty (60) weeks, to replace a nurse(s) who is on maternity leave of absence, 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. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

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

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

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

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

On expiry of the term position the nurse who filled the term position:

- (a) Who was employed by the Employer immediately prior to accepting the term position shall return to her/his former position if reasonably possible. A nurse not returned to her/his former position shall be returned to her/his former occupational classification and employment status;
- (b) Who was employed by the Employer as a casual shall have seniority in accordance with Article 3514
- (c) Who was not terminated by the Employer immediately prior to being accepted into the term position who obtains a vacant position for which she/he is qualified, based on seniority acquired since commencement of the term position, shall not experience an interruption of seniority or benefits provided he/she obtains the position within a period of four (4) weeks from the expiry of the term position.

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

**3101** The period from the date of last employment to:

- (i) for full time employee, three (3) calendar months of employment or four hundred and eighty (480) hours worked, whichever occurs later;
- (ii) for part-time employee, four (4) calendar months of employment or two hundred and forty (240) hours worked, whichever occurs later

will be recognized as a probationary period. The Employer may discharge an probationary employee for unsuitability or unsatisfactory performance at the Employer's sole discretion. During such a period a nurse shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. This clause shall not preclude the Employer, upon written notification to the Union, from extending the probationary period of a nurse up to a maximum of one



(1) additional calendar month, providing that the Employer gives written notification to the Local President of the Union specifying the reasons for the extension.

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

**3201** The Employer shall complete a written appraisal of a nurse's performance at least bi-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, she/he may file a reply to the document in accordance with Article 29, and/or she/he may file a grievance under Article 12 of this Agreement.

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

**3301** If an employee's glasses or personal belongings (including dentures, medic alert bracelet, hearing aids, other medical devices, watches and uniforms) are damaged as a direct result of performing their duties, the Employer agrees to make reasonable compensation following proper documentation of the incident [watches and uniforms will be reimbursed up to a maximum of seventy-five dollars (\$75.00) each]. The validity of such compensation payment will be determined exclusively by the Employer.

## **ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES**

**3401** A part-time nurse shall be assigned and committed to work her/his EFT as agreed to in writing at the time of commencing employment. This written agreement shall only be revised when the nurse secures an alternate position in accordance with the provisions of the Collective Agreement.

**3402** Part-time nurses who make it known in writing to the Employer that they wish to work occasional additional shifts shall be given preference for available additional shifts unless the part-time nurse has already worked in that day and provided that these nurses have provided the Employer with their updated availability schedule on a regular basis. Preference for such shifts shall be based on seniority.

**3403** A part-time nurse called back to work hours in excess of a shift (as defined in 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 she/he starts to work to the beginning of her/his shift.

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

**3405**

(a) Vacation pay shall be calculated as follows:

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

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

<u>Regular Hours Worked by Part-time Nurses</u> Full-time Hours	X	Entitlement of Full-time Nurses
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**3407** Part-time nurses will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

**3408** A part-time nurse shall receive increments (calculated from the date of her/his last increment, or her/his starting date as the case may be) on the basis of one (1) increment for each 1386 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1386 hours worked, it shall be applied to the pay period next following completion of 1386 hours worked.

**3409** Seniority accumulated by a part-time nurse up to September 8, 1988, shall be retained; and effective from September 9, 1988 seniority will be calculated in accordance with regular hours worked for purposes only with respect to Articles 26, 28 and 29 herein.

**3410** A nurse whose employment status changes from part-time to full-time shall be entitled to receive an increment on the later of:

(a) one (1) calendar year from the current date of her/his last increment, or starting date as the case may be; or

(b) on completion of 2080 hours calculated under the formula:

$$B = 2080 - (A \times 3/2)$$

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

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

**3411** Subject to Article 3806, a nurse whose employment status changes from full-time to part-time shall be entitled to receive an increment on the later of:

(a) one (1) calendar year from the date of her/his last increment, or date of employment as the case may be;

(b) on completion of 1386 hours calculated under the formula:

$$B = 1386 - (A \times 2/3)$$

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

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

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

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

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

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

A casual nurse shall receive increments (calculated from the date of her/his last increment, or the nurse's start date as the case may be) on the basis of one (1) increment for each 2080 regular hours worked. Such increment shall be applied on the first day of the first pay period following completion of 2080 hours.

When a nurse elects to terminate her/his full-time or part-time position and immediately requests in writing to have her/his name placed on a casual roster, if approved, the following conditions will apply:

- (a) Such casual nurse will be paid in accordance with the salary specified in Appendices "A" and "B";
- (b) She/he will receive the salary of the occupational classification into which she/he is assigned and at the same increment level that had been attained while working as a full-time or part-time nurse.

**3504** Casual nurses will be entitled to the transportation allowance outlined in Article 20.

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

**3506** Casual nurses will be entitled to the Responsibility Pay premium outlined in Article 19.

**3507** Casual nurses will be entitled to compensation for overtime worked in accordance with Article 16.

**3508** The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual nurse receives any payment, and such dues shall be forwarded to the Manitoba Nurses' Union monthly in accordance with Article 501.

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

**3509** A casual nurse reporting for work and finding no work available will be guaranteed three (3) hours pay at her/his basic rate of pay.

**3510** Casual nurses will be entitled to the rights outlined in 2905, 2906, 2907.

**3511** Casual nurses shall accrue seniority for hours worked only for the purpose of applying for vacancies, term positions and new positions in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit.

**3512** Casual nurses will be entitled to shift and weekend premium as per new article 1701 and 1702.

**3513** Articles 12 and 13 herein apply only with respect to the terms of this Article.

**3514** Upon a casual employee being accepted for part-time or full-time employment, she/he shall be credited with seniority based on the number of hours worked within the preceding twelve (12) months prior to the date she/he became a part-time or full-time employee as the case may be, and if four hundred and eighty (480) hours have been worked in such period in the same classification as the part-time or full-time employment accepted into, such employee shall be deemed to have put in her/his probationary period.

**3515** Casual nurses will be entitled to the Employer Sponsored Educational Development Allowance in 2407(c).

## **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      Termination:**

- (a) In accordance with the Registered Nurses Act or the Registered Psychiatric Nurses Act or the relevant regulations to those Acts, failure of the graduate nurse or graduate psychiatric nurse to successfully complete the examination required for registration within a twelve (12) month period will be deemed to be just cause for termination.
- (b) Failure of the graduate practical nurse to successfully complete the examination required for licensure within an eighteen (18) month period, or as amended in the regulations of the Licensed Practical Nurses Act will be deemed to be just cause for termination

**3602 Salaries and Increments of the Graduate Nurse, Graduate Practical Nurse and Graduate Psychiatric Nurse:**

- (a) Starting salary of the newly graduated nurse, graduate practical nurse or graduate psychiatric nurse awaiting initial registration as a Registered Nurse, Licensed Practical Nurse or Registered Psychiatric Nurse shall be discounted by eight percent (8%) until such time as registration/license is obtained and proof of the same is provided to the Employer.
- (b) The anniversary date of a newly graduated graduate nurse or graduate psychiatric nurse who obtains registration within one (1) year of commencing employment shall be the date of her/his commencement of employment.
- (c) When registration/license is obtained later than one (1) year but within the time period permitted under the College of Registered Nurses of Manitoba Act, the College of Licensed Practical Nurses of Manitoba Act, the College of Registered Psychiatric Nurses of Manitoba Act or regulations thereunder to obtain the registration/license, the employment date for increment levels of rates of pay shall be deemed to be the date on which registration/license is obtained and proof of the same is provided to the Employer.

**3603 Out of Province Nurses:**

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

**3604**      Layoff, Recall and Promotion:

Nurses pending license shall be deemed to be without seniority with respect to layoff and recall and promotion.

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

**3701**      Before final acceptance of employment all applicants will be required to pass a physical examination by their own doctor at their expense. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the nurse and the Home, and the results of which shall be made available to the Employer prior to the expiry of the probationary period. If a nurse is assigned to work before the results of the physical are delivered to the Employer, it is understood that continued employment is pending upon the results of the physical examination. It is further agreed that if the prospective nurse has had a physical examination within four (4) months of beginning employment at the Home she/he shall not be required to have it repeated.

**3702**      Subsequent physical examinations and x-rays may be required by the Employer for the benefit of the nurse and the Home. If the Employer requires the nurse to have subsequent physical examinations or x-rays, such shall be done at the Employer's expense and while the nurse is regularly scheduled to work.

**3703**      At the discretion of the Employer, time off for on-going medical examinations and/or treatments may be granted and such time off shall be chargeable against accumulated income protection benefits.

## **ARTICLE 38 -- SALARIES AND INCREMENTS**

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

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

**3803**      Applicable to Registered Nurses and Registered Psychiatric Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2080 hours	Start Rate
2080 hours within past 4 years	1 Year Rate
4160 hours within past 5 years	2 Year Rate
6240 hours within past 6 years	3 Year Rate
8320 hours within past 6 years	4 Year Rate
10400 hours within past 7 years	5 Year Rate
12480 hours within past 7 years	6 Year Rate

It shall be the responsibility of the newly employed nurse to provide proof of satisfactory experience. The Employer will provide the name(s) and starting salary of the newly hired Registered Nurse or Registered Psychiatric Nurse within thirty (30) days from the date of hire to the local union president.

- (b) A nurse employed at a classification above Staff Nurse shall be granted a starting salary that is not less than one (1) increment step above what her/his starting salary would be if she/he were employed as a Staff Nurse.
- (c) Starting salary of a Registered Nurse or Registered Psychiatric Nurse having had previous geriatric or medical nursing experience as a Licensed Practical Nurse shall commence at the Registered Nurse 1 Year rate as specified in Appendix "A" and after not more than three (3) months in said position, the Employer shall grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) years.
- (d) In the event a nurse who believes she/he has been improperly placed on the salary scale, in Appendix A, and brings it to the attention of the Employer and it is established that she/he has been improperly placed, the Employer shall not be obligated to provide any retroactive payment to the nurse for more than six (6) months from the date she/he brought it to the attention of the Employer with the required supporting documentation.

**3804** Applicable to Licensed Practical Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2080 hours	Start Rate
2080 hours within past 4 years	1 Year Rate
4160 hours within past 5 years	2 Year Rate
6240 hours within past 6 years	3 Year Rate
8320 hours within past 6 years	4 Year Rate
10400 hours within past 7 years	5 Year Rate
12480 hours within past 7 years	6 Year Rate



It shall be the responsibility of the newly employed nurse to provide proof of satisfactory experience. The Employer will provide the name(s) and starting salary of the newly hired Licensed Practical Nurse within thirty (30) days from the date of hire to the local union president.

- (b) In the event a nurse believes she/he has been improperly placed on the salary scale, in Appendix A, and brings it to the attention of the Employer and it is established that she/he has been improperly placed, the Employer shall not be obligated to provide any retroactive payment to the nurse for more than six (6) months from the date she/he brought it to the attention of the Employer with the required supporting documentation.

**3805** Starting salaries, as specified above, are to be regarded as minimum and shall not prevent the Employer from granting a higher starting salary to any nurse when, in the judgement 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 she/he will be paid an increment will be delayed for one (1) month for every full month she/he is on leave of absence.

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

## ARTICLE 39 -- EMPLOYEE BENEFIT PROGRAM

### **Preamble:**

As the parties have negotiated a significantly different new set of benefit provisions, the following shall apply. The Employer shall contact all eligible nurses within thirty-one (31) days of the date of ratification of this agreement to advise them of their opportunity to enroll in the benefit plan. Effective thirty-two (32) days following the date of ratification of this agreement all eligible nurses will be given thirty-one (31) days to enroll (the "Open Period"). These nurses shall not be considered as late applicants as determined by the current policy. For further clarity, evidence of good health shall not be required for eligible nurses currently not enrolled in the existing benefit plans who choose to enroll in the Open Period.

### **3901**

Participation in the Extended Health Care Plan is mandatory unless the nurse provides proof of duplicate coverage. Permanent full-time and part-time nurses shall be eligible on the first (1<sup>st</sup>) of the month following three (3) months of continuous service. Part-time nurses must hold at least a point four (.4) effective full time position to be eligible. Contributions to the premiums are one hundred percent (100%) paid by the Nurse. The Employer shall be entitled to deduct the premiums from the Nurses pay.

It shall be the exclusive function of the Employer to choose the insurance carrier.

Effective one (1) year after ratification of this Agreement, the Extended Health Care Plan will be fifty percent (50%) Employer paid and fifty percent (50%) paid by the Nurse.

### **3902**

Participation in the Dental Plan is mandatory unless the nurse provides proof of duplicate coverage. Permanent full-time and part-time nurses shall be eligible on the first (1<sup>st</sup>) of the month following three (3) months of continuous service. Part-time nurses must hold at least a point four (.4) effective full time position to be eligible. Contributions to the premiums are fifty percent (50%) Employer paid and fifty percent (50%) paid by the Nurse.

The Employer shall be entitled to deduct the premiums from the Nurses' pay.

The dental fee guide will lag one (1) year behind the current prevailing year of the Manitoba Dental Association Schedule.

It shall be the exclusive function of the Employer to choose the insurance carrier.

### **3903**

Participation in the Long Term Disability Plan is mandatory. Permanent full-time and part-time nurses shall be eligible on the first (1<sup>st</sup>) of the month following three (3) months of continuous service. Part-time nurses must hold at least a point four (.4) effective full time position to be eligible.

The Nurse will have a deduction of one (1%) of gross earnings from each bi-weekly pay cheque. The Employer will pay the balance of the LTD premiums as established by the insurance carrier.

Effective June 30, 2013, the Employer will pay 100% of the LTD premium.

It shall be the exclusive function of the Employer to choose the insurance carrier.

#### **3904**

The Employer agrees to pay one hundred percent (100%) of the cost of a group life insurance plan and an accidental death and dismemberment plan for all permanent full-time and part-time nurses under the age of sixty five (65) who have completed 3 months of continuous service with the Employer, to a maximum of one (1) times their annual salary. Part-time nurses must hold at least a point four (.4) effective full time position to be eligible.

At the age of 65, the benefit shall be reduced to fifty percent of the nurses' annual salary. The plans shall cease at retirement or at the age of seventy (70) whichever occurs earlier.

It shall be the exclusive function of the Employer to choose the insurance carrier.

#### **3905**

Nurses must complete an enrollment form to elect their benefits, no later than 31 days after becoming eligible. Otherwise they will be considered a late applicant and must provide satisfactory evidence of good health before they will be covered. Some benefit limitations may apply.

The benefit plans outlined in Articles 3901-3904 (inclusive) of this Agreement are provided through insurance obtained by the Employer. The administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of these plans.

## **ARTICLE 40 -- STAFF DEVELOPMENT**

**4001** The Employer shall provide a planned orientation program for nurses newly employed, including such essential information as to policies and procedures that apply in the place of employment, location of supplies and equipment, fire and disaster plans.

**4002** The Employer shall provide, on a continuing basis, and during the normal hours of work, a program of inservice education for nurses. Adequate advance notice shall be posted.

**4003** The Employer shall provide, in a central location, such reference works and materials as are required in relation to maintaining up-to-date knowledge of geriatric care. This shall not impose upon the Employer any obligation to open or maintain a reference library.

**4004** It is understood that the provisions of this Article are an expression of what should be done in the interest of providing good nursing care to residents of the Homes and that failure to do so shall not be grievable under the grievance procedure.

## APPENDIX "A" -- SALARIES

### A.1 Effective July 1, 2013 – General increase of 2% Annual Hours = 2080

	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>Licensed</b>	50652.956	52310.489	53945.950	55934.548	57759.819	59794.766	61924.618	63163.110
<b>Practical Nurse</b>	24.352	25.149	25.936	26.892	27.769	28.747	29.771	30.367
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>RN/RPN</b>	66171.079	68481.914	70797.162	73211.730	75571.121	78012.173	80327.421	81933.970
	31.813	32.924	34.037	35.198	36.332	37.506	38.619	39.391
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	
<b>RN/RPN</b>	67494.501	69851.552	72213.105	74675.965	77082.543	79572.417	81933.970	
<b>20 Years Service</b>	32.449	33.582	34.718	35.902	37.059	38.256	39.391	

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

**A.2 Effective July 1, 2014 – General increase of 2%  
Annual Hours = 2080**

	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>Licensed</b>	51666.015	53356.699	55024.869	57053.239	58915.016	60990.662	63163.111	64426.373
<b>Practical Nurse</b>	24.839	25.652	26.454	27.429	28.325	29.322	30.367	30.974
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>RN/RPN</b>	67494.501	69851.552	72213.105	74675.965	77082.543	79572.417	81933.970	83572.650
	32.449	33.582	34.718	35.902	37.059	38.256	39.391	40.179
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	
<b>RN/RPN</b>	68844.391	71248.583	73657.367	76169.484	78624.194	81163.865	83572.649	
<b>20 Years Service</b>	33.098	34.254	35.412	36.620	37.800	39.021	40.179	

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

**A.3 Effective January 1, 2015 – General increase of 1.1%  
Annual Hours = 2080**

	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>Licensed</b>	52234.342	53943.622	55630.142	57680.824	59563.081	61661.559	63857.905	65135.063
<b>Practical Nurse</b>	25.113	25.934	26.745	27.731	28.636	29.645	30.701	31.315
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>RN/RPN</b>	68236.940	70619.919	73007.449	75497.400	77930.451	80447.714	82835.244	84491.949
	32.806	33.952	35.100	36.297	37.467	38.677	39.825	40.621
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	
<b>RN/RPN</b>	69601.679	72032.317	74467.598	77007.348	79489.060	82056.668	84491.948	
<b>20 Years Service</b>	33.462	34.631	35.802	37.023	38.216	39.450	40.621	

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

**A.4 Effective July 1, 2015 – General increase of 2%  
Annual Hours = 2080**

	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>Licensed</b>	53279.028	55022.495	56742.745	58834.441	60754.343	62894.790	65135.063	66437.764
<b>Practical Nurse</b>	25.615	26.453	27.280	28.286	29.209	30.238	31.315	31.941
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>RN/RPN</b>	69601.679	72032.317	74467.598	77007.348	79489.060	82056.668	84491.948	86181.788
	33.462	34.631	35.802	37.023	38.216	39.450	40.621	41.434
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	
<b>RN/RPN</b>	70993.713	73472.964	75956.950	78547.495	81078.841	83697.801	86181.787	
<b>20 Years Service</b>	34.132	35.324	36.518	37.763	38.980	40.239	41.434	

Eligibility for the 20 Year increment is determined in accordance with Article 2105.



**A.5 Effective July 1, 2016 – General increase of 2%  
Annual Hours = 2080**

	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>Licensed</b>	54344.609	56122.945	57877.600	60011.130	61969.430	64152.686	66437.764	67766.519
<b>Practical Nurse</b>	26.127	26.982	27.826	28.852	29.793	30.843	31.941	32.580
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>RN/RPN</b>	70993.713	73472.964	75956.950	78547.495	81078.841	83697.801	86181.787	87905.424
	34.132	35.324	36.518	37.763	38.980	40.239	41.434	42.262
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	
<b>RN/RPN</b>	72413.587	74942.423	77476.089	80118.445	82700.418	85371.757	87905.423	
<b>20 Years Service</b>	34.814	36.030	37.248	38.518	39.760	41.044	42.262	

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

**A.6 Effective January 1, 2017 – General increase of 1%  
Annual Hours = 2080**

	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>Licensed</b>	54888.055	56684.174	58456.376	60611.241	62589.124	64794.213	67102.142	68444.184
<b>Practical Nurse</b>	26.388	27.252	28.104	29.140	30.091	31.151	32.261	32.906
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	<b>20 YEAR</b>
<b>RN/RPN</b>	71703.650	74207.693	76716.519	79332.970	81889.630	84534.779	87043.605	88784.4780
	34.473	35.677	36.883	38.141	39.370	40.642	41.848	42.685
	<b>START</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>	<b>6 YEAR</b>	
<b>RN/RPN</b>	73137.723	75691.847	78250.850	80919.630	83527.422	86225.475	88784.4780	
<b>20 Years Service</b>	35.162	36.390	37.621	38.904	40.157	41.455	42.685	

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

## **APPENDIX "B" -- ACADEMIC ALLOWANCES**

B. The non-cumulative additional rates of pay hereinafter set forth shall be paid to a Licensed Practical Nurse or Staff Nurse who occupies a full-time position for the academic attainments herein set forth:

(a) Upon completion of an approved course in gerontology, or the Nursing Unit Administration Course, or a Registered Nurse with a Registered Psychiatric Nurse Diploma, or a Health Care Management Course or a Long Term Care Organizational Management Course (LTCOM) or the equivalent, provided such preparation is relevant to the position held by the nurse:

\$0.288 per hour for all paid hours

(b) For a Baccalaureate Degree in Nursing, or a Baccalaureate Degree in Psychiatric Nursing or a Master's Degree in Nursing from a recognized University, provided such preparation is relevant to the position held by the Nurse.

\$0.577 per hour for all paid hours

## **APPENDIX "C" -- CLASSIFICATIONS**

C.1 Classifications are as follows:

- (a) Registered Nurse/Registered Psychiatric Nurse - A registered Nurse/Registered Psychiatric Nurse is a person entitled to practice in accordance with the laws and guidelines established by the provincial licensing body; and is employed in a general duty position or it's equivalent.
- (b) Licensed Practical Nurse - A Licensed Practical Nurse is a person entitled to practice in accordance with the laws and guidelines established by the provincial licensing body.

FOR THE EMPLOYER:

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FOR THE UNION:

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FOR THE MANITOBA NURSES' UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
REVERA LONG TERM CARE INC.  
*Operating as Maples Personal Care Home*  
and  
MAPLES NURSES LOCAL 94  
OF THE MANITOBA NURSES' UNION**

**1.        *Blank***

**2.        *Blank***

**3.        *Re: Pay Stubs***

To include income protection and accumulated hours worked including education, as soon as reasonably possible after the ratification of this agreement.

**4.        *Re: Retirement Plan***

The Retirement Plan will be a group RRSP vehicle with defined contributions by both Employees and the Employer.

The Retirement Plan will be available to full time and part-time nurses and all new hires will be eligible to join after six (6) continuous months of employment, provided they have successfully completed their probationary period.

Participation in the plan is voluntary.

The Retirement Plan will have defined contributions by both the Employer and the Employees. The contribution formula for both the Employer and the employee contributions shall be as follows:

Effective June 1, 2012, the contribution formula for both Employer and employee will be six point one percent (6.1%) of annual earnings up to and including \$40,000 and seven point one percent (7.1%) of annual earnings in excess of \$40,000.

**5.        *Re: Employment Security***

1.        Should the Employer plan to alter the delivery of health care and/or reduce the current complement of nurses, it will notify the Union in writing at least ninety (90) days in advance.

2. In the event of planned employee reductions, the Union and the Employer will meet within twenty (20) days of the above date to examine the issue.
3. Should the Employer decide to proceed with the reduction of nurses, it will meet with the Union within five (5) days to develop the process for the reductions.
4. The principle of attrition in the process will be examined by the Employer.
5. Where reductions cannot be dealt with through attrition, Article 2706 shall apply. Should the nurse choose to not exercise seniority rights under Article 2706, then layoff in accordance with Article 26 shall apply.
6. **Blank**
7. **Blank**
8. **Blank**
9. ***Re: Application of Collective Agreement - Inter-Home Job Posting Applications***

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

- (a) Said employee shall provide the management of the receiving facility a written request for a job application. Such written request shall constitute an application for a vacancy which exists after any internal applications have been determined. The application shall include the employee's position at the facility she is working at the time of the application and her qualifications and the position for which she is applying. Nothing herein requires the receiving facility to employ the applicant.
- (b) In the event the receiving facility does employ the applicant,
  1. the receiving facility will recognize either the seniority at the facility which the applicant is working at the time immediately prior to commencing to work at the receiving facility or such lesser seniority as the Union shall advise the Employer of the receiving facility;
  2. the receiving facility will recognize the years of service of the employee at the facility at which she is working at the time immediately prior to commencing to work at the receiving facility

3. the employee will be entitled to vacation entitlement and vacation pay according to the provision of the receiving facility reduced by any vacation entitlement and vacation pay already received for the same period at the predecessor facility
  4. the employee shall be subject to the welfare benefit provisions according to the collective agreement of the receiving facility without a waiting period, unless otherwise prohibited by the plans or the carrier of the plans at the receiving or predecessor facility
  5. the employee upon commencing employment at the posting facility will otherwise be subject to the terms of the collective agreement between M.N.U. and the posting facility; and
- (c) In the event the employee who is accepted by the receiving facility according to the above is terminated with cause after being offered the position by the receiving facility but before commencing to work at the receiving facility, then the offer of employment will be deemed to be a nullity. Any grievance about such a termination shall be made according to the terms of the collective agreement in effect at the facility in which the employee was working at the time of the discharge. In the event the termination is rescinded or reversed by arbitration, the offer of employment will continue to be a nullity.

#### Schedule X

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

## 10. **Blank**



**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
REVERA LONG TERM CARE INC.  
*Operating as Maples Personal Care Home*  
and  
MAPLES NURSES LOCAL 94  
OF THE MANITOBA NURSES' UNION**

- 1. ***Blank***
- 2. ***Blank***
- 3. ***Re: Pay Stubs***
- 4. ***Re: Retirement Plan***
- 5. ***Re: Employment Security***
- 6. ***Blank***
- 7. ***Blank***
- 8. ***Blank***
- 9. ***Re: Application of Collective Agreement - Inter-Home Job Posting Applications***
- 10. ***Blank***

FOR THE EMPLOYER:

FOR THE UNION:

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\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

FOR THE MANITOBA NURSES' UNION:

\_\_\_\_\_

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
REVERA LONG TERM CARE INC.  
*Operating as Maples Personal Care Home*  
and  
MAPLES NURSES LOCAL 94  
OF THE MANITOBA NURSES' UNION**

**Re: Agency Nurses**

The Employer commits to making every reasonable effort to minimize the use of nurses employed by outside agencies (“Agency Nurses”) to fill occasional available shifts.

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

FOR THE EMPLOYER:

FOR THE UNION:

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\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

FOR THE MANITOBA NURSES' UNION:

\_\_\_\_\_

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
REVERA LONG TERM CARE INC.  
*Operating as Maples Personal Care Home*  
and  
MAPLES NURSES LOCAL 94  
OF THE MANITOBA NURSES' UNION**

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

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

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

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

The parties agree as follows:

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

Maples Personal Care Home  
Isabelita Adiano

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

FOR THE EMPLOYER:

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FOR THE UNION:

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FOR THE MANITOBA NURSES' UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
REVERA LONG TERM CARE INC.  
*Operating as Maples Personal Care Home*  
and  
MAPLES NURSES LOCAL 94  
OF THE MANITOBA NURSES' UNION**

**Re: Signage**

- 1) Agrees to Provincial Respect/Violence/Abuse Signage as follows:

“Respect and Personal Safety .... you expect it and so do we. This facility does not tolerate aggressive behaviors, verbal abuse or harassment towards staff, patients/clients/residents, visitors or volunteers. Inappropriate actions may result in refusal of service, being asked to leave or contacting the local authorities.”

- Size of signs 11 by 17
- Signs to be placed at front entrance to the respective facility and on each nursing unit.

With respect to “refusal of service,” it is acknowledged the decision to refuse service will be made by the appropriate employer management representative or designated charge nurse in consultation with the management representative whenever reasonably possible.

With respect to the placement of the signage, it is acknowledged if there is concern with the placement of the signage it will be reviewed by the employer’s appropriate MNU Union/Management Committee.

- 2) Recommends the development and implementation of a standard provincial reporting form by May 1, 2012.

FOR THE EMPLOYER:

FOR THE UNION:

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FOR THE MANITOBA NURSES' UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2015.