

COLLECTIVE AGREEMENT

BETWEEN

MEDISYS HEALTH GROUP INC.

AND

**MEDISYS HEALTH GROUP INC. NURSES LOCAL 151
OF THE MANITOBA NURSES' UNION**

January 21, 2020 to January 20, 2024



Dear Member:

Your Manitoba Nurses' Union Collective Agreement guarantees your salary and benefits. The provisions in this agreement ensure your right to be treated in a fair and respectful manner in your workplace. Provisions also give you a voice in decision making regarding patient care and allow you to document situations which may be unsafe for nurses and our patients.

Nurses in Manitoba unionized in 1975. This Collective Agreement represents the commitment and hard work of thousands of nurses over the years. We are proud to be able to say that we have one of the best agreements in Canada. As representatives of 97% of nurses in Manitoba, we believe that our voice is the most effective in speaking out for nurses on workplace and patient care issues.

To ensure fair treatment, you must be aware of your rights. Please take the time to read this agreement. If you have any questions, please talk to your Ward Rep or Local/Worksite President. Your Labour Relations Officer can be reached at the MNU Provincial Office. Phone numbers are listed on the back cover of this agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Jackson', written in a cursive style.

Darlene Jackson
President

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE	1
ARTICLE 1 - SCOPE OF RECOGNITION	1
ARTICLE 2 - DURATION.....	1
ARTICLE 3 - DEFINITIONS	2
ARTICLE 4 - MANAGEMENT RIGHTS	3
ARTICLE 5 - UNION SECURITY AND REPRESENTATION	3
ARTICLE 6 - CONTINUANCE OF OPERATIONS	5
ARTICLE 7 - NON DISCRIMINATION.....	6
ARTICLE 7A - HEALTH AND SAFETY	6
ARTICLE 8 - TECHNOLOGICAL CHANGE	7
ARTICLE 9 - THIS ARTICLE LEFT BLANK BY AGREEMENT OF THE PARTIES	8
ARTICLE 10 - FIRE PLANS.....	8
ARTICLE 11 - JOINT COMMITTEES	9
ARTICLE 12 - GRIEVANCE PROCEDURE	9
ARTICLE 13 - ARBITRATION PROCEDURE	11
ARTICLE 14 - HOURS OF WORK.....	12
ARTICLE 15 - SHIFT SCHEDULES	13
ARTICLE 16 - OVERTIME.....	13
ARTICLE 17 - SHIFT PREMIUM AND WEEKEND PREMIUM	14
ARTICLE 18 - STANDBY	14
ARTICLE 19 - THIS ARTICLE LEFT BLANK BY AGREEMENT OF THE PARTIES.....	14
ARTICLE 20 - TRANSPORTATION ALLOWANCE/ESCORT DUTY	15
ARTICLE 21 - VACATIONS.....	15
ARTICLE 22 - RECOGNIZED HOLIDAYS	18
ARTICLE 23 - INCOME PROTECTION AND WORKERS COMPENSATION.....	18
ARTICLE 24 - LEAVE OF ABSENCE.....	21
ARTICLE 25 - SENIORITY	32
ARTICLE 26 - NOTICE OF TERMINATION OF EMPLOYMENT.....	34
ARTICLE 27 - LAYOFF AND RECALL	35
ARTICLE 28 - PROMOTION AND REASSIGNMENT.....	36
ARTICLE 29 - DISCIPLINE AND ACCESS TO PERSONNEL FILE.....	37
ARTICLE 30 - VACANCIES, TERM POSITIONS AND NEW POSITIONS.....	37
ARTICLE 31 - PROBATIONARY PERIOD	39
ARTICLE 32 - PERFORMANCE APPRAISALS	39
ARTICLE 33 - THIS ARTICLE LEFT BLANK BY AGREEMENT OF THE PARTIES.....	39
ARTICLE 34 - SPECIAL UNDERSTANDINGS RE PART-TIME NURSES	40
ARTICLE 35 - SPECIAL UNDERSTANDINGS RE CASUAL NURSES	41
ARTICLE 36 - SPECIAL UNDERSTANDINGS RE GRADUATE NURSES AND GRADUATE PRACTICAL NURSES	43
ARTICLE 37 - HEALTH PROGRAM.....	44
ARTICLE 38 - SALARIES AND INCREMENTS	44
ARTICLE 39 - EMPLOYEE BENEFIT PROGRAM.....	46
ARTICLE 40 - OVERPAYMENTS	47

APPENDIX "A" – SALARIES.....48
APPENDIX "B" – OCCUPATIONAL CLASSIFICATIONS49
APPENDIX "C" – ACADEMIC ALLOWANCE.....50
APPENDIX "D" – PENSION AND BENEFITS51

Memoranda

RE: RATIFICATION OF COLLECTIVE AGREEMENT.....52
RE: MANITOBA HEALTH PREMIUMS.....52
RE: EMPLOYMENT SECURITY.....52
RE: NORTHERN RESIDENTS DEDUCTIONS:.....52
 TRAVEL IN DESIGNATED AREAS (AS DEFINED BY REVENUE CANADA)52
RE: AMNESTY FROM PROVINCIAL WAGE/HOURS OF WORK REDUCTION LEGISLATION53

THIS AGREEMENT made between:

**MEDISYS HEALTH GROUP INC.,
(hereinafter called the “Employer” in the First Part)**

-and-

**MEDISYS HEALTH GROUP INC. NURSES LOCAL 151
OF THE MANITOBA NURSES’ UNION
(hereinafter called the “Union” in the Second Part)**

PREAMBLE

WHEREAS, it is the desire of both parties to this agreement to maintain harmonious relationships between the Employer and the members of the Union; and to recognize the value of joint discussion and negotiation; and

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

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

ARTICLE 1 - SCOPE OF RECOGNITION

101 The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-7087.

ARTICLE 2 - DURATION

201 This Collective Agreement shall be in full force and effect from the 21st day of January, 2020, up to and including the 20th day of January, 2024.

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

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

ARTICLE 3 - DEFINITIONS

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

302 Employment status of nurses shall be defined as:

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

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

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

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

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

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

308 Occupational Health Technician is a person who is employed as a health screening and pre-placement administrator, audiometric program administrator, assistance with case management or any combination of the above.

ARTICLE 4 - MANAGEMENT RIGHTS

401 The Union acknowledges that it is sole and exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency; maintain quality of client care; make alter and enforce, from time to time, reasonable rules, regulations, policies and practices to be observed by its Nurses; discipline and discharge Nurses for just cause;
- (b) select, hire, and control the working force and Nurses; to transfer, assign, promote, demote, classify, lay-off, recall and suspend Nurses; to select and retain Nurses for positions excluded from the bargaining unit;
- (c) manage the Employer's operations and, without restricting the generality of the foregoing, to: plan, direct and control operations; direct the work force; determine the nature and kind of business carried out by the Employer; determine the number of personnel required from time to time, the services to be performed and the methods, procedures and equipment in connection therewith; schedule work and shifts and assign work; determine job content and requirements; set the quantity and quality of work to be performed; designate the place of work and the expansion, curtailment or cessation of operations in whole or in part; establish required qualifications of Nurses; determine whether there shall be overtime work; determine starting and ending time; and, generally, the right to manage its business without interference are solely and exclusively the right of the Employer.

The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

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

ARTICLE 5 - UNION SECURITY AND REPRESENTATION

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

exemptions. The Employer shall forward such dues to the Manitoba Nurses' Union by the 15th day of the following month together with a list of the names of nurses from the facility 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. Electronic copies of the lists will be provided.

Annually, upon written request, a list including the name, address and telephone number of each nurse currently in the bargaining unit shall be sent to the Union. This information may only be used by the Union for the purpose of communicating with its members.

The Union commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information in accordance with F.I.P.P.A.

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

The Employer agrees to provide each newly hired nurse with a Union Membership Form at the time of hiring. A nurse who chooses to complete the Union Membership Form shall forward the completed Union Membership Form to the Local President.

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

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

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

505 The Union shall indemnify and save the Employer harmless from any claims from nurses covered by this Agreement as a result of dues or special general assessments having been deducted by the Employer and remitted to the Union.

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

507 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any nurse.

508 If required in relation to the renewal of this Agreement or any new Agreement which may be negotiated as herein provided, one (1) nurse representative shall be granted paid union leave to participate in negotiations in which both the Employer and the Union are represented. It is understood that the Manitoba Nurses' Union will reimburse the Employer for salary, benefits and related payroll costs.

509 Copies of this agreement shall be provided by the Union.

510 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the Nurses covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union. All notices must be approved by the Site Manager or designate prior to posting, which approval shall not be unreasonably withheld. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.

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

512 A representative of the Union shall be granted not more than twenty (20) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period.

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

ARTICLE 6 - CONTINUANCE OF OPERATIONS

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

ARTICLE 7 - NON DISCRIMINATION

701 The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion knowingly exercised or practiced by the Employer, the Union or any nurse by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, family relationship, mental/physical handicap, or any other applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba, which may be amended from time to time.

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

ARTICLE 7A - HEALTH AND SAFETY

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

7A02 In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of 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 performing the duties assigned to such a committee under the Workplace Safety and Health Act.

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

Any nurse who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer shall, within ninety-six (96) hours of receipt of this report, advise the Union as to the name of the complainant and the date of receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

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

signage. The Employer's Respectful Workplace policy shall include a commitment to conclude the investigation as quickly as is reasonably possible and that the investigation process itself will be conducted in an impartial manner.

7A05 At the request of a nurse, the Employer shall provide, at no cost to the nurse, the following vaccination(s) – Tetanus and diphtheria (Td or Tdap), Hepatitis B and Influenza or any other vaccination recommended by the Provincial Medical Officer of Health.

7A06 The Employer agrees to implement a rehabilitation and return to work program to support nurses with illness and/or injuries, both occupational and non-occupational. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. Upon the request of the affected nurse, the Employer shall include the Union in the initial meeting and any subsequent (progress) review(s) with the nurse to review the provisions of the program to ensure that the work designated is within their restrictions and limitations. By agreement between the Employer and the Union, job postings may be waived.

7A07 Basic pay or equivalent time off will be granted to nurses appointed by the Union to attend meetings of the Workplace Safety and Health Committee or to perform such other duties as may be specified in the Workplace Safety and Health Act or prescribed by regulation.

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

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

ARTICLE 8 - TECHNOLOGICAL CHANGE

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

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

- (a) The Employer shall notify the Union at least one hundred and twenty (120) working days before the introduction of the technological change, with a

detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on nurse(s).

- (b) The Employer and the Union will meet as soon as possible and not later than ninety (90) working days prior to the intended date of implementation for the purpose of negotiating reasonable provisions to protect the interest of nurse(s) so affected.
- (c) If the Employer and the Union fail to agree upon measures to protect the nurse(s) from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

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

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

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

ARTICLE 9 - This Article left Blank by agreement of the parties

ARTICLE 10 - FIRE PLANS

1001 Drills

- (a) 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 fire drill, pay, or by mutual agreement, equivalent time off will be granted.
- (b) The importance of regular fire drills is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is encouraged.
- (c) Fire drills and equipment testing shall be held in accordance with the Manitoba Fire Code. Each newly hired nurse shall receive the appropriate information relative to the fire plans during orientation. An inservice session related to evacuation procedures will be conducted at least once annually.

1002 Emergency

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

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

In the event of the declaration of an emergency, the Local President will be notified.

(b) The provisions of Article 16 shall apply to overtime hours worked.

ARTICLE 11 - JOINT COMMITTEES

1101 The Employer and the Union agree to establish and maintain a Union Management Committee consisting of one (1) person appointed by the Union and the Senior Program Manager of the Employer, with it understood that a Labour Relations Officer of the Union may attend meetings of such Committee, either in person or by telephone. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The Committee shall meet at the request of either party subject to five (5) days' notice being given but not less than quarterly unless otherwise mutually agreed.

The purpose of the Committee shall be to discuss/study/make recommendations to the Employer and the Union regarding matters of mutual concern including staffing and workload issues, nursing practice issues, customer service satisfaction and client relationship issues.

1102 All reasonable efforts will be made to relieve a nurse who is appointed to attend meetings of the Union Management Committee, without loss of salary or benefits. This clause is applicable when the meeting(s) occurs during hours the nurse is otherwise scheduled to work.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

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

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

1204 A nurse or Union representative shall request permission from their immediate supervisor to leave their duties in order to process grievances; they shall report to their immediate supervisor upon their return; they shall be granted this permission when, in the opinion of their immediate supervisor, it will not prejudice care or student education or require any staff replacement in either area. Provided that such activities do not require more than one (1) hour per week of the nurse's time, they shall not suffer loss of salary when engaged in such activities during regular working hours.

1205 Complaint Stage:

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

1206 Step One:

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

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

1207 Step Two:

If the dispute remains unresolved, the Union may within a further ten (10) days submit the grievance in writing to the designated senior administrative representative, and the designated senior administrative representative 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.

ARTICLE 13 - ARBITRATION PROCEDURE

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

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

1303 Either party may submit the matter in dispute to a Board of Arbitration by giving notice to the other party within a further seven (7) days and by appointing in that notice one (1) nominee of the intended Board of Arbitration. The other party to the dispute shall, within seven (7) days after the receipt of such notice, also appoint a nominee and the two (2) nominees thus appointed shall, within ten (10) days thereafter, select a third member who shall be Chairperson.

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

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

1306 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.

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

ARTICLE 14 - HOURS OF WORK

1401 Seventy-five (75) hours shall constitute a bi-weekly period of work, excluding unpaid meal periods, but including paid rest periods.

1402 Any nurse working more than five (5) hours in a day will receive an unpaid meal period, which will be scheduled by the Employer and will be one (1.0) hour in duration, unless otherwise mutually agreed between the nurse(s) concerned and the Employer.

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

1404 A shift shall be seven and one-half (7.50) consecutive hours of work exclusive of meal times and inclusive of two (2) fifteen (15) minute rest periods. This clause shall not, however, prevent trial and implementation of changes in shift length if mutually agreed between a majority of nurses whose schedule is affected, the Union representing those nurses whose schedule is affected, and the Employer. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

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

1406 Where a nurse cannot arrive at work as scheduled due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, they may take the time from banked time which includes banked overtime or vacation.

ARTICLE 15 - SHIFT SCHEDULES

1501 Shift schedules for a minimum of a four (4) week period shall be electronically 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 electronic 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 electronic posting and granted, if possible in the judgment of the Employer. The Employer should notify the nurse of its decision in writing, within one (1) week of the receipt of the request.

ARTICLE 16 - OVERTIME

1601 Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 1404 herein. Authorization must be obtained prior to the start of any overtime work.

1602 Each nurse shall be paid at the rate of one and one-half (1.50) times their basic salary for the first three (3) hours of authorized overtime in any one (1) day, and at the rate of double their basic salary for hours worked in excess of three (3) hours of authorized overtime in any one (1) day. A full-time nurse shall receive one and one-half (1.50) times their basic salary for all overtime worked on a scheduled day off.

1603 At the nurse's request, up to forty (40) hours of overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. In order to bank overtime, the nurse must notify the Employer, in writing, of their wish to do so within two (2) working days of the time being worked. Any overtime in excess of forty (40) hours shall be paid as earned. All accumulated overtime must be taken as time off by fiscal year end. Accumulated overtime not taken as time off by this date shall be paid to the nurse in the last pay period of the fiscal year.

1604 Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work.

ARTICLE 17 - SHIFT PREMIUM AND WEEKEND PREMIUM

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

ARTICLE 18 - STANDBY

1801 "Standby" shall refer to any period of time duly authorized by the Employer during which a nurse is required to be available to return to work without undue delay. Standby shall be assigned and scheduled in accordance with the provisions of Article 1501 whenever reasonably possible

1802 Nurses required to be on standby shall receive the following:

Vale only Standby rates:

Description	
16 Hour On Call Shift	\$300.00
12 Hour On Call Shift	\$225.00
8 Hour On Call Shift	\$150.00
Phone Triage (per call)	\$40.00
Callback (per call)	\$180.00

Non-Vale On Call Business Rates:

On Call -- \$50.00 per 24 hours
 Callback -- \$100.00 per call

1803 A nurse actually called back to work when they are on standby shall be paid for hours worked in accordance with 1802 above.

1804 Assignment of standby shall be distributed as equitably as possible amongst those qualified for the assignment.

1805 Whenever reasonably possible, a pager (or alternate) shall be provided by the Employer to nurses during any period of assigned standby.

ARTICLE 19 - This Article left Blank by agreement of the parties

ARTICLE 20 - TRANSPORTATION ALLOWANCE/ESCORT DUTY

2001 Where a nurse is required and authorized to use their privately owned vehicle on the Employer's business, they shall be reimbursed by the Employer in accordance with the Employer's Travel and Expense Policy.

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 January 1st to December 31st. The dates used to calculate vacation earned shall be from January 1st to December 31st. Vacation earned in any vacation year is taken in the same vacation year.

The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to three (3) days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501.

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

2103 Nurses shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of Experience</u>	<u>Rate at Which Vacation Earned</u>
In the first three (3) years	Fifteen (15) days/three (3) weeks 112.5 hours per year
In the fourth (4 th) to thirteenth (13 th) year inclusive	Twenty (20) days/four (4) weeks 150.00 hours per year
In the fourteenth (14 th) and subsequent years	Twenty-five (25) days/five (5) weeks 187.5 hours per year

Two (2) additional paid days travel time will be granted each year.

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

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

2105 Nurses on Workers Compensation will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.

Nurses will continue to accrue paid vacation during maternity leave, parental leave, family responsibility leave /emergency leave or Short Term Disability.

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

2108

- (a) November 15th Vacation Posting
- (i) The Employer shall be responsible for posting the vacation entitlement lists, along with a list of the number of nurses in each occupational classification that may be scheduled for vacation at one time, in an accessible location, by November 1st of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at January 1st of the following vacation year. Further, vacation entitlement is defined as vacation day entitlements in addition to floater days.
 - (ii) Beginning November 15th of each year, the Employer shall arrange an appointment with each nurse, in order of seniority so that the nurse may indicate their choice of vacation dates, in writing. These appointments shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date. All of the nurse's earned vacation may be chosen at this time except for the three (3) days as per clause 2101.

- (iii) A nurse who does not make their vacation request known to the Employer within the identified process shall not have their vacation request (as they might subsequently attempt to submit) considered at this step.

A nurse who does make their vacation request known to the Employer with the identified process shall have their vacation request considered at this step and is only considered approved when approved by the Employer.

- (iv) The selected/approved vacation schedule shall be updated on an ongoing basis and shall be posted daily in an accessible location.
- (v) Once a nurse's vacation request has been approved by the Employer, the nurse may request that it be changed, with two (2) weeks notice, without displacing the request of another nurse.
- (vi) To the extent that it finds possible, the Employer shall give priority to those nurses in each occupational classification having the most seniority with the Employer.
- (vii) The approved vacation schedule will be posted in writing not later than December 1st or next available business day.
- (viii) Nurses not submitting their vacation request as outlined above may request vacation after December 1st and may be granted their request as long as there is no conflict with nurses already having vacation approved.
- (ix) Any vacation entitlements from prior year that have been approved for carry-over into the subsequent year must be taken prior to April 1st of the following year.

(b) May 15th Vacation Posting

- (i) Beginning May 15th, the Employer shall utilize the same process as outlined in (a) above (with November 15th changed to May 15th) in order to schedule remaining nurses' vacation. All of the nurse's outstanding vacation must be chosen at this time.
- (ii) The approved vacation schedule will be posted no later than June 1st utilizing the principles outlined in clause 2108(a) above.

- (c) Except in extenuating circumstances, a nurse who does not submit their vacation request by June 1st in accordance with clause 2108(b) above, shall have their vacation scheduled by the Employer, however a nurse may request to carry over a maximum of five (5) vacation days to the following

vacation year. Vacation carry-over will only be approved as long as the Nurse has taken their required minimum as per employment standards and must be taken prior to April 1st of the following year.

- (d) Approved vacation schedules may be changed at the nurse's request without displacing the request of another nurse.
- (e) A nurse must use current annual vacation 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, however a nurse may request to carry over a maximum of five (5) vacation days to the following vacation year, except as per 2302(c).

ARTICLE 22 - RECOGNIZED HOLIDAYS

2201 For purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1st), Louis Riel Day (la journee Louis Riel), Good Friday, Victoria Day, Canada Day (July 1st), the second Friday in July (King Miner Day), the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day (November 11th), Christmas Day (December 25th), and Boxing Day (December 26th); and any other statutory holidays declared by federal or provincial authority. When a Recognized Holiday falls on a weekend, the Employer will advise the nurses as to whether the holiday is to be observed on the preceding Friday or the following Monday.

2202 Where the Employer requires a nurse to work a full work day on December 24th or December 31st such nurse shall be entitled to compensatory leave with pay from noon to the end of the normal work day, exclusive of the unpaid meal period.

ARTICLE 23 - INCOME PROTECTION AND WORKERS COMPENSATION

2301 A nurse will be credited with six (6) paid days of income protection at the start of each calendar year which may be utilized in the event that:

- (i) the nurse has an illness or injury that prevents them from performing the regular duties of their job.
- (ii) a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, child or parent.
- (iii) They attend an appointment related to a medical/dental examination and/or treatment, subject to 3701.

Upon request, the nurse will provide the Employer with a note from a physician confirming the requirement for any absence.

A nurse with an illness or injury that prevents them from performing the regular duties of their job (or a reasonable accommodation) for more than five (5) consecutive work days will be eligible to participate in the Short-Term Disability Management Program as set out in the Short-Term Disability Management Policy published by the Employer. The Employer reserves the right to modify the Policy upon thirty (30) days' written notice to the Union and the employees. It is understood that such revision will only occur to maintain consistency with the Employer's national Policy.

It is understood that the paid days of income protection are cumulative from year to year.

2302

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

Where a nurse is unable to work because of injuries sustained in a motor vehicle accident they must advise their supervisor as soon as possible and they must submit a claim for benefits to the Manitoba Public Insurance (MPI). The nurse shall be eligible 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:
 - 1) 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.
 - 2) The advance will cover the period of time from the date of injury until the nurse's Income Protection days have been exhausted.

- 3) 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.
 - 4) In the event that the WCB/MPI disallows the claim, including any appeal, the nurse shall be eligible to be paid for the absence in accordance with the income protection provisions of this Agreement and the Short term Disability Plan
 - 5) Further to this, the Employer shall notify Workers Compensation/Manitoba Public Insurance of salary adjustments at the time they occur.
- (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 on STD/LTD/WCB/MPI or an approved medical leave prior to the commencement of their vacation shall, upon their request, have their vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. If the nurse's current annual vacation cannot be reasonably scheduled by the end of the current vacation year, the remaining vacation days will be carried over to the next year.

2303 The Employer shall be entitled to recover any income protection paid to a nurse if their employment is not continued beyond their probationary period, from the nurse's final termination cheque.

2304 A nurse who is unable to report for work due to illness shall inform the Employer prior to the commencement of their next scheduled shift(s).

2305 As soon as a nurse is aware of a date upon which surgery will occur, they shall notify the Employer, in writing, of this date and any change thereto so that staff coverage for their intended absence may be arranged.

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

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

2306 If hospitalized due to accident or illness while on scheduled vacation, a nurse may utilize income protection to cover the hospitalization and/or post-hospitalization period, and the displaced vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. Proof of such hospitalization and/or post-hospitalization period shall be provided if requested.

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

ARTICLE 24 - LEAVE OF ABSENCE

2401 The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the agreement; however, requests for education leave will be given special consideration. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of their decision in writing, within one (1) week of receipt of the request. Requests for extension of educational leave, maternity leave, paternity leave, adoption leave, and bereavement leave will be granted if reasonably possible.

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

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

2403 The Employer shall make reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position.

2404 There shall be no loss of income protection accumulations in accordance with 2301 or vacation accumulations up to the date of any leave of absence whether granted with or without pay.

2405 Income protection as per article 2301 and vacation benefits will continue to accrue during any period of an unpaid leave of absence, approved by the Employer of four (4) weeks or less.

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

2407 Education Leave:

(a) Where the Employer requires a nurse to attend educational conferences, courses, 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, courses, workshops, programs or seminars during non-working time, the Employer shall pay registration or tuition fees, and approved expenses and shall pay for the pre-approved time of such attendance at straight time rates. The nurse shall have the option of having this time paid on their regular pay cheque or banked for future use.

(c) Educational Development:

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

2408 Parenting Leave:

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave. A nurse shall be granted leave of absence for up to eighty (80) weeks where they qualify for Parenting Leave.

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

A. Maternity Leave Plan "A"

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

- (a) a written request must be submitted 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:

Monetary value of top up provided
 (value is based on hours paid at regular
rate of pay in 6 months prior to leave) X number of hours
 Hours of service required to be worked not worked
 (based on monetary value)

3. A nurse who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in (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 eight (8) 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 provided the nurse provides to the Employer satisfactory evidence as to her EI benefits;

(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, however Nurses will continue to accrue paid vacation during maternity leave and parental leave

C.

1. Parental Leave Plan

- (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) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to eighty (80) weeks inclusive of vacation as specified in (c) 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. If the nurse's current annual vacation cannot be reasonably scheduled by the end of the current vacation year, the remaining vacation days will be carried over to the next year.

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

Where Maternity and/or Parental Leave exceeds sixty-three (63) weeks and the nurse has unused vacation days, any remaining vacation days will be carried over to the next 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. Two (2) days of paid leave of absence (15.0 hours) shall be granted to a full-time nurse prior to the commencement of Parental, or Adoption Leave or at the time of the birth or adoption of a child, provided the nurse has not applied for Maternity Leave. If the nurse is taking Parental or Adoption Leave, the nurse will use this two (2) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Parental 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) Subject to at least two (2) or more weeks' written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or benefits shall be granted to a maximum of one (1) Union representative for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress meetings or seminars. It is understood that the Manitoba Nurses' Union will reimburse the Employer for salary, benefits and related payroll costs.
- (b) Subject to six (6) or more weeks' written notice, a nurse elected or selected to a full-time or part-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress or

College of Registered Nurses of Manitoba or College of Licensed Practical Nurses of Manitoba, shall be granted leave of absence without loss of seniority, salary or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request provided in writing eight (8) or more weeks prior to expiry of the leave, during their term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for such nurse's salary, benefits and related payroll costs.

Notwithstanding Article 3005, the Employer may elect to post these terms as either fixed terms up to two (2) years or indefinite terms.

2410Jury and Witness Duty

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

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

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

- (b) Where a nurse is required by the Employer during time that the nurse is not scheduled to work to prepare for a court proceeding/inquest where they will provide medical/clinical evidence, the Employer and the nurse will mutually agree on alternate time off in lieu or compensate for time at regular rates of pay, subject to the Employer's prior written approval of the required preparation time.
- (c) Where the Employer requires the nurse to participate in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the nurse's regular day of work, the Employer will compensate the nurse for the investigation meeting time at regular rates of pay.

2411

- (a) In the event of the death of an immediate family member, the nurse will be granted up to five days Bereavement Leave, with pay.

For the purposes of this leave, 'immediate family' is defined as:

- Spouse, common-law spouse and same-sex spouse, fiancé
- Parent, step-parent, foster parent, adoptive parent or guardian of the nurse or the nurse's spouse
- Brother, step-brother, sister, or step-sister
- Child, step-child, or foster child of the nurse or the nurse's spouse
- Grandparent, step-grandparent, foster grandparent or adoptive grandparent of the nurse or the nurse's spouse
- Grandchild, step-grandchild, foster grandchild or adoptive grandchild of the nurse or the nurse's spouse
- Brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law
- Son-in-law or daughter-in-law of the nurse or the nurse's spouse

In the event of the death of non-immediate family members who are significant to the nurse, the manager may, at his or her sole discretion, grant up to three days Bereavement Leave, with pay.

For the purpose of this leave, 'non-immediate family' is defined as:

- Uncle or aunt of the nurse or the nurse's spouse
- Nephew or niece of the nurse or the nurse's spouse

Under extenuating circumstances or obligations, such as the need to travel to attend the funeral, the nurse can request of their manager an extension to the paid leave up to a maximum of five additional days, which will be unpaid.

If a nurse wishes to take time off work to attend a funeral of someone other than a family member, it is at the manager's discretion to approve the absence. It is expected, in this situation, that the time will be made up, preferably in the same week.

For nurses who work less than 5 days per week, the Bereavement leave will be pro-rated accordingly.

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

- (b) Necessary time off up to one day at basic pay will be granted to a nurse to attend a funeral as a pallbearer.
- (c) When a family member of a nurse's immediate family becomes ill, the Employer agrees to allow compassionate leave to such a nurse. The leave shall be of such duration to allow for care and comfort of the nurse's ill relative. It is understood that a request for such a leave be considered on an individual basis by the Employer and it is understood that this leave is without pay.

- (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 them, if nominated, to campaign for public office and, if elected, to serve their term(s) of office.

2413 Citizenship Leave:

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

2414 Subject to the provisions of each plan, a nurse granted leave of absence without pay for a period exceeding four (4) weeks may prepay all monthly payroll deductions which will become due during such absence, with the exception of Union dues.

2415 Compassionate Care Leave:

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

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

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

- (e) A family member for the purpose of this article shall be defined as:
- (i) a spouse or common-law partner of the nurse;
 - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
 - (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;
 - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
 - (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
 - (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
 - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
 - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) Unless otherwise mutually agreed, a nurse may end their Compassionate Care Leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of 2301, a nurse may apply to utilize income protection to cover part or all of the one (1) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

2416 Leave Related to Critical Illness

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

"family member":

- (i) a spouse or common-law partner of the nurse;
- (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;

- (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;
- (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
- (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
- (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
- (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
- (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.

“critically ill child”

means a person who is under 18 years of age on the day on which the physician issues a certificate referenced in (f) below, whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury.

“critically ill adult”

means a person who is 18 years of age or older on the on day on which the physician issues a certificate referenced in (f) below, whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury.

2. A nurse shall receive Critical Illness Leave without pay to provide care or support to a critically ill child or adult who is a family member of the nurse, subject to the following conditions:
 - (a) For leave related to a child: A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
 - (b) For leave related to an adult: A nurse must have completed at least ninety (90) days of employment as of the intended date of leave.
 - (c) A nurse may take a leave of absence of up to 37 weeks to provide care or support to a critically ill child
 - (d) A nurse may take a leave of absence of up to 17 weeks to provide care or support to a critically ill adult
 - (e) A nurse who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period

- (f) For a nurse to be eligible for leave, a physician must issue a certificate:
- (1) stating that the child or adult is a critically ill child or a critically ill adult and requires the care or support of the nurse; and
 - (2) setting out the period during which the child or adult requires the care or support.
- The nurse must give the Employer a copy of the physician's certificate as soon as possible.
- (g) Unless otherwise mutually agreed, a nurse may end their Critical Care Leave earlier than the expiry of 37 weeks in the case of a critically ill child, and 17 weeks in the case of a critically ill adult, by giving the Employer written notice at least one pay period before the nurse wishes to end the leave . Any additional available shifts resulting from Critical Care Leave being granted shall be clearly indicated as "Critical Care Leave shifts – subject to two weeks' notice of cancellation".
- (h) Seniority shall be retained/accrued as per Article 25.
- (i) Subject to the provisions of 2301, a nurse may apply to utilize family income protection prior to applying for Employment Insurance.
- (j) A leave may be taken in one or more periods but no leave may be less than one week's duration.
- (k) A leave must end no later than 52 weeks after the day the first period of leave began.

If a child or adult in respect of whom a nurse has taken leave under this section remains critically ill after the 52 week period expires, the nurse is entitled to take another leave, and the requirements of this article apply to the new leave.

ARTICLE 25 - SENIORITY

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

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

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

- (i) they are on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) they are on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or STD/LTD, for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (iii) they are on an educational leave of absence;
- (iv) they are laid off for more than twenty-six (26) weeks and less than one (1) year;
- (v) they obtain a term position of fifty-four (54) weeks or less, outside the bargaining unit.

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

- (j) they are on any period of paid leave of absence;
- (ii) they are on any period of Employer paid income protection or Short-Term Disability;
- (iii) they are on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or STD/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;
- (iv) they are on any period of unpaid leave of absence of less than four (4) weeks, except those referenced in (iii) above;
- (v) they are laid off for less than twenty-six (26) weeks;
- (vi) they are on parenting leave.

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

2505

- a) The seniority of a nurse will terminate if they obtain a permanent position outside the bargaining unit; or a term position outside the bargaining unit which is greater than fifty-four (54) weeks.

- b) The seniority of a nurse and their employment with the Employer will terminate if:
- (i) they resign;
 - (ii) they are discharged, and not reinstated under the grievance procedure;
 - (iii) they are laid off for more than one (1) year;
 - (iv) they fail to report for duty within seven (7) days after notification to do so, subject to Article 2706;
 - (v) they fail to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;

2506 The Employer shall once annually, by October 1st, provide the Union with a seniority listing of names of nurses within the scope of this agreement, together with the length of each nurse's continuous employment with the Employer. Any alleged errors in the list will be reviewed by the Employer and corrected as soon as possible.

ARTICLE 26 - NOTICE OF TERMINATION OF EMPLOYMENT

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

2602 Employment may be terminated without notice:

- (a) by mutual agreement between the nurse and the Employer for special circumstances [It is agreed that transfer of a spouse of less than four (4) weeks notice shall constitute reasonable cause for lesser notice to be given.], or
- (b) during the probationary period of a newly hired nurse subject to Article 31 herein, or
- (c) in the event a nurse is dismissed for just cause.

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

2604 Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of their employment and within ten (10) office working days following the completion of their last working shift, receive pay in lieu of unused vacation, and all salary earned to date of termination.

ARTICLE 27 - LAYOFF AND RECALL

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

2702 Two (2) weeks 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.

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.

2704 No new nurses will be hired when other nurses are on layoff, if the nurses on layoff are qualified, competent and willing to perform the required work, or except for reasons of a special skill requirement.

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

2706 Nurses shall be recalled in seniority order to available positions in equal or lower paid occupational classifications, on the basis that, if they are recalled to a lower paid classification, they will be paid at the applicable rate for that classification. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.

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

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

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

2708 Laid off nurses shall be entitled to apply for nursing job vacancies.

2709 Accumulated vacation entitlement shall be paid out within ten (10) working days of layoff.

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

2711 All active employed nurses shall be required to submit to the Employer by January 1 of each year evidence satisfactory to the Employer of renewal of their license to practice issued by the governing body of their profession. Nurses returning from leave shall produce such evidence on or before the first day of return to work. Failure to do so will result in immediate suspension, without pay, which suspension will continue until such evidence has been provided to the Employer

ARTICLE 28 - PROMOTION AND REASSIGNMENT

2801 Upon promotion, a nurse shall receive the Start Rate applicable to their new classification. A promotion shall mean an increase in classification from one occupational classification to another.

2802 The nurse's anniversary date of their promotion shall govern with respect to increments.

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

2804 In the event the Employer or representative temporarily assigns a Nurse Consultant/Nurse Case Manager to perform the duties and responsibilities of a Nurse Clinician, the nurse shall receive the applicable premium outlined below for the duration of the assignment.

Nurse Clinician Premium	Per Hour
Jan 21, 2020 - Jan 20, 2021	\$2.00
Jan 21, 2021 – Jan 20, 2022	\$2.04
Jan 21, 2022 – Jan 20, 2023	\$2.08
Jan 21, 2023 – Jan 20, 2024	\$2.12

ARTICLE 29 - DISCIPLINE AND ACCESS TO PERSONNEL FILE

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

2902 If the action referred to in the above clause results in a written warning, suspension 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 shall be given the opportunity to examine any document which is placed in their personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and their reply to any such document shall also be placed in their personnel file. Upon written request, the nurse shall also receive an exact copy of such document.

2904 A nurse, accompanied by a Union representative if they so elect, may examine their personnel file upon request. The Employer agrees to remove from the personnel file of the nurse and destroy any disciplinary documentation after fifteen (15) months, provided the nurse has not had any subsequent discipline imposed during that time.

Any nurse who has been terminated may consult their file and, upon written request, shall receive copies of specified documents so long as the written request is made within thirty (30) days of their termination.

2905 There shall be one (1) personnel file maintained by the Employer for each nurse.

ARTICLE 30 - VACANCIES, TERM POSITIONS AND NEW POSITIONS

3001 The Employer agrees to provide notice through email of vacant, term or new positions covered under this Agreement, including salary range. Such emails shall not preclude the Employer from advertising outside the site premises. All emails shall state minimum qualifications required the equivalent to full-time (E.F.T.) site of the position and date of closing of the competition. Job descriptions shall be available to applicants on request.

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

3003 Each nurse who applies for a vacancy will be notified in writing of the disposition of their application. The name of the successful applicant and the position awarded will be posted electronically with a copy of this information forwarded to the Union.

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

3004 The applicant selected for any position shall receive, within two (2) weeks of the selection being made, written confirmation of the salary scale, their placement on such scale, and any special conditions that may be applicable to their appointment.

3005 "Term Position":

- (a) A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of sixty (60) weeks, where client census or workload necessitates a temporary increase in staffing, if mutually agreed, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under the Memorandum of Understanding regarding Employment Security, or as otherwise mutually agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be electronically 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.
- (b) A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Maternity and Parental leave of absence.

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 electronic job posting that the said term position is an "Indefinite Term" which will expire subject to a minimum of twenty-four (24) hours notice. The "Indefinite Term" will expire upon either the return to work or termination of employment of the nurse on leave. Any term positions directly resulting from the above procedure will be posted in the same manner.

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

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

On expiry of the term position the nurse who was employed by the Employer immediately prior to accepting the term position shall return to their former position.

ARTICLE 31 - PROBATIONARY PERIOD

3101 The period from the date of last employment to the completion of three (3) calendar months of employment for full-time nurses [and from the date of last employment to the later of completion of four (4) calendar months or thirty (30) shifts worked for part-time nurses] will be recognized as a probationary period. During such period the nurse shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

ARTICLE 32 - PERFORMANCE APPRAISALS

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

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

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

3204 If the nurse disputes the appraisal, they may file a reply to the document in accordance with Article 29.

ARTICLE 33 - This Article left Blank by agreement of the parties

ARTICLE 34 - SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

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

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

3403 A part-time nurse who works hours in excess of seven and one-half (7.5) hours in any one (1) day or thirty-seven and one-half (37.5) hours a week shall be paid at overtime rates of pay.

3404

(a) Vacation pay shall be calculated as follows:

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

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

3405 Income protection for part-time nurses shall be prorated based on the nurse's EFT.

3406 A part-time nurse shall receive increments (calculated from the date of their last increment, or their starting date as the case may be) on the basis of one (1) increment for each 1343 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

3407 Seniority accumulated by a part-time nurse up to date of ratification shall be retained, and effective date of ratification seniority will continue to be calculated in accordance with regular hours worked.

3408 Subject to Article 3806, 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 date of their last increment, or date of employment as the case may be;

(b) on completion of 1950 hours calculated under the formula:

$$B = 1950 - (A \times 3/2)$$

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

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

3409 Subject to Article 3806, a nurse whose employment status changes from full-time to part-time shall be entitled to receive an increment on the later of:

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

(b) on completion of 1343 hours calculated under the formula:

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

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

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

3410 Part-time nurses will be paid 1/20th of the previous four (4) week's wages in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (including overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

ARTICLE 35 - SPECIAL UNDERSTANDINGS RE CASUAL NURSES

3501 A casual nurse is a nurse called in by the Employer to replace a full-time or part-time nurse or to supplement regular staffing requirements.

3502 Casual nurses will receive vacation pay at the rate of six percent (6%) of all hours paid at basic salary.

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

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

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

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

3504 Casual nurses will be entitled to:

- the rights outlined in 1406
- compensation for overtime worked in accordance with Article 16;
- the allowance as outlined in Article 18;
- transportation allowance outlined in Article 20;
- the rights outlined in 2410;
- the rights outlined in 2903, 2904, 2905;
- the Educational Development allowance in 2407(c).

3505 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.

3506 A casual nurse reporting for work and finding no work available will be guaranteed three (3) hours pay at their basic rate of pay.

3507 Articles 12 and 13 herein apply only with respect to the terms of this Article.

3508 Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position, they shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

3509 Casual nurses will be paid 1/20th of the previous four (4) week's wages in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (including overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

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

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

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

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

3602 Out of Province Nurses

- (a) A person in good standing as a Registered Nurse in another province, country or territory whose name appears on the graduate nurse register may commence employment at the Nurse Consultant /Nurse Case Manager or Nurse Clinician start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of their employment, shall receive recognition of previous experience as specified in 3803, retroactive to the date of their employment.

A person in good standing as a Licensed Practical Nurse in another province, country or territory whose name appears on the graduate practical nurse register may commence employment at the LPN start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of their employment, shall receive recognition of previous experience as specified in 3804, retroactive to the date of their employment.

- (b) When registration of a nurse in good standing as a Registered Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.
- (c) When registration of a nurse in good standing as a Licensed Practical Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.

3603 Termination

- (a) In accordance with the Registered Nurses Act or the relevant regulations to those Acts, failure of the graduate 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.

ARTICLE 37 - HEALTH PROGRAM

3701 Time off for medical and dental examinations and/or treatments shall be granted and such time off, including necessary travel time, shall be chargeable against income protection benefits. Where the nurse has insufficient income protection benefits, they may utilize banked time or accrued vacation.

3702 Health examinations required by the Employer shall be provided by the Employer and shall be at the expense of the Employer.

3703 Time off without loss of regular pay shall be allowed at a time determined by the Employer for such medical examinations and laboratory tests, provided that these are performed at the worksite, or at a facility designated by the Employer.

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. The parties acknowledge and agree that seniority of Nurses in the bargaining unit, as determined in Article 25 of this Agreement or otherwise, shall be irrelevant to application of the salary schedule.

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

3803 Applicable to Registered Nurses:

(a) The starting salary of a Registered Nurse newly employed as a Nurse Consultant/Nurse Case Manager or Nurse Clinician 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 1950 hours	Start Rate
1950 hours within past 4 years	1 Year Rate
3900 hours within past 5 years	2 Year Rate
5850 hours within past 6 years	3 Year Rate
7800 hours within past 6 years	4 Year Rate
9750 hours within past 7 years	5 Year Rate
11700 hours within past 7 years	6 Year Rate

(b) The starting salary of a Registered Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at the Nurse Consultant/Nurse Case Manager or Nurse Clinician, Start rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of their employment as a Registered Nurse the Employer shall, on the basis of written performance appraisal discussed with them, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

3804 Applicable to Licensed Practical Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1950 hours	Start Rate
1950 hours within past 4 years	1 Year Rate
3900 hours within past 5 years	2 Year Rate
5850 hours within past 6 years	3 Year Rate
7800 hours within past 6 years	4 Year Rate
9750 hours within past 7 years	5 Year Rate
11700 hours with past 7 years	6 Year Rate

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

3806 Increments:

(a) Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the nurse's employment, or as altered by the terms of this Agreement, the latter of which shall take precedence.

(b) If a nurse takes an unpaid leave of absence, the annual date on which they will be paid an increment will be delayed for one (1) month for every full month they are on leave of absence except that salary increases will not be delayed because of educational leave of up to two (2) years or parental leave for up to one year.

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.

3808 Retroactivity:

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

In such event, all employees employed in the unit on the date of ratification shall receive such pay, irrespective of whether their employment ceased prior to date of payment.

ARTICLE 39 - EMPLOYEE BENEFIT PROGRAM

3901 Employee benefits shall be as set out in Appendix "D" of this Agreement. The Employer's only obligation with respect to benefits is to arrange for the Benefit Plans in Appendix "D". Once such Plans are in place, any disputes with respect to entitlements are not arbitrable pursuant to this Agreement.

ARTICLE 40 - OVERPAYMENTS

4001 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twenty-four (24) months from date of discovery, provided:

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

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

APPENDIX "A" – SALARIES**Hourly Wage Rates**

January 21, 2020 to January 20, 2024

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
LPN	28.605	29.541	30.464	31.587	32.617	33.767	34.969
Nurse Case Manager/Consultant	37.368	38.672	39.980	41.343	42.676	44.054	45.890
Nurse Case Manager/Clinician premium per hour	See Article 2804						
OH Technician	\$25.00	\$25.50	\$26.01	\$26.53	\$27.06	\$27.60	\$28.15

APPENDIX “B” – OCCUPATIONAL CLASSIFICATIONS

- B.101 Occupational classifications are as follows:
- (a) **LPN** - A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurses Act of Manitoba.
 - (b) **Nurse Case Manager/Consultant** – A Registered Nurse who is employed as a Case Manager, Health Screening and Pre-placement Coordinator, Health Screening Administrator, Audiometric Program Administrator or a combination of any of the above.
 - (c) **Nurse Case Manager/Clinician** - A Registered Nurse who is employed as a Case Manager, Health Screening and Pre-placement Coordinator, Health Screening Administrator, Audiometric Program Administrator or a combination of any of the above and has received additional education in order to perform a “reserved act” in accordance with the *Registered Health Professions Act* and has been designated as a Nurse Case Manager/Clinician by the Employer.
 - (d) **Occupational Health Technician** – A person who is employed as a Health Screening and Pre-placement Administrator, Audiometric Program Administrator, assistance with case management or any combination of the above.

APPENDIX “C” – ACADEMIC ALLOWANCE

C.101 The non-cumulative additional rates of pay hereinafter set forth shall be paid to a nurse for academic attainments herein set forth:

- (a) Upon completion of an approved clinical course/program, or CNA Certification in a nursing specialty, or the Nursing Unit Administration Course, or the Adult Education Certificate, or an Occupational Health Nursing course, or a Licensed Industrial Audiometric Technician, or a Spirometry Technician Certificate, or a Disability Management Certificate, or the University Certificate in Nursing (one year course also called University Diploma in Nursing), or a Baccalaureate Degree in Arts or Science from a recognized university, (or the equivalent), provided such degree (or equivalent) is relevant to the position held by the nurse:

\$0.15 per hour for all paid hours

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

\$0.40 per hour for all paid hours

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

\$0.46 per hour for all paid hours

APPENDIX “D” – PENSION AND BENEFITS

D-101 The Employer shall continue to maintain its current Benefits Program (the “Program”) for all employees who have completed three months of continuous employment with the Employer (hereinafter collectively referred to as the “Eligible Employees”, which defined term shall not include casual employees), which shall be subject to the terms and conditions of the master insurance policies and administrative services contracts in force between the Employer and the insurers and administrators. In the event of any inconsistency between the provisions of this Agreement and the terms of such policies or contracts, the policies or contracts shall prevail. The Employer reserves the right to modify the Program upon thirty (30) days’ written notice to the Union and the employees. It is understood that any new benefit plans shall not result in any decrease in benefit levels, on an overall basis, to the benefits the nurses are currently receiving.

It is understood that any new benefit plan, including a retirement savings vehicle which may change from time to time, shall not result in any decrease in benefit level, on an overall basis, to the benefits and retirement savings plan the nurses are receiving under the 2020 plan. 2020 benefits and retirement savings plan will be considered as the base line against which any new plan will be evaluated in the future.

D-102 A general description of the benefits provided by the Employer to the Eligible Employees is contained in documents provided to the Union and the employees by the Employer. Any disputes with an insurer or administrator regarding entitlements under the terms of insurance policies or administrative services contracts in force between the Employer and the insurers and administrators are not arbitrable.

The Employer will implement an RRSP Vehicle with mandatory contributions by the nurse and the Employer of 3.0% of earnings and optional additional contributions by the nurse of up to a further 8.0% of earnings, 50% of which will be matched by the Employer.

**MEMORANDUM OF UNDERSTANDING
Re: Ratification of Collective Agreement**

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

**MEMORANDUM OF UNDERSTANDING
Re: Manitoba Health Premiums**

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

**MEMORANDUM OF UNDERSTANDING
Re: Employment Security**

1. It will be incumbent upon the Employer to notify the Union, in writing, at least thirty (30) days prior to any alteration in the current complement of nursing staff.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the above.

**MEMORANDUM OF UNDERSTANDING
Re: Northern Residents Deductions:
Travel in Designated Areas (As Defined By Revenue Canada)**

The Employer is aware of the Northern Residents Deductions: Travel in Designated Areas allowance provided by Revenue Canada and agrees to the following:

1. All parties acknowledge the Northern Residents Deductions: Travel in Designated Areas allowance is administered by Revenue Canada and is subject to any changes implemented by Revenue Canada or any ruling which Revenue Canada may imply in respect to the benefits eligible.

2. Should Revenue Canada reduce the Northern Residents Deductions: Travel in Designated Areas allowance or eliminate the Northern Residents Deductions: Travel in Designated Areas allowance, the Employer shall not be responsible for any costs to make up for the lost benefits.
3. The Employer will not incur any additional costs in implementing the Northern Residents Deductions: Travel in Designated Areas allowance.
4. Any changes to the Northern Residents Deductions: Travel in Designated Areas allowance shall be subject to review by Legal Counsel to ensure Revenue Canada tax regulations are adhered to.

MEMORANDUM OF UNDERSTANDING
Re: Amnesty From Provincial Wage/Hours Of Work Reduction
Legislation

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