

COLLECTIVE AGREEMENT

BETWEEN

EXTENDICARE (CANADA) INC.

(Operating as Tuxedo Villa Nursing Home and Oakview Place Nursing Home)

AND

**OAKVIEW TUXEDO NURSES LOCAL 8
OF THE MANITOBA NURSES' UNION**

November 1, 2013 to October 31, 2017



A COMMITMENT TO CARING

THIS COLLECTIVE AGREEMENT made between:

EXTENDICARE (CANADA) INC.

(Operating as Tuxedo Villa Nursing Home and Oakview Place Nursing Home)
(hereinafter referred to as the "Employer")

OF THE FIRST PART

-- and --

**OAKVIEW TUXEDO NURSES LOCAL 8
OF THE MANITOBA NURSES' UNION**

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH THAT:

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

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

WHEREAS, the Employer recognizes the responsibility to secure nurses from risks to their safety, health and welfare arising out of or in connection with the activities in their workplaces, the Employer will comply with their responsibilities in accordance with Section 2.2 of The Workplace Safety & Health Act.

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

ARTICLE 1 -- SCOPE OF RECOGNITION

101 The Employer recognizes the Union as the sole bargaining agent for nurses in the bargaining unit defined in Manitoba Labour Board Certificate Numbers 4469 and 4470.

ARTICLE 2 -- DURATION

201 This Collective Agreement shall be in full force and effect from the 1st day of November, 2013, up to and including the 31st day of October, 2017.

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

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

ARTICLE 3 -- DEFINITIONS

301 A "nurse" shall mean a Registered Nurse, or a Licensed Practical Nurse, or a Registered Psychiatric Nurse, or a Graduate Nurse, or a Graduate Practical Nurse, or a Graduate Psychiatric Nurse who is employed by the Employer in one of the occupational classifications described in Appendix "C" attached hereto and forming part of this Collective Agreement, subject to clause 3807 herein.

302 The employment status of nurses included in the bargaining unit shall be classified as one of the following:

- (a) A "full-time nurse" shall mean a nurse who works the full prescribed hours of work as specified in Article 14.
- (b) A "part-time nurse" shall mean a nurse who is committed to and regularly works on a recurring basis for less than the full prescribed hours of work as specified in Article 14.

(c) A "casual nurse" shall mean one called in occasionally by the Employer to replace a full-time or part-time nurse or to supplement regular staff coverage.

303 "Weekend" shall mean Saturday and Sunday.

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

305 Wherever used herein, the feminine gender shall also mean the masculine, and the singular shall also mean the plural where applicable.

306 A "Registered Nurse" shall mean a nurse licensed to practice as a Registered Nurse under the Registered Nurses' Act of Manitoba.

307 A "Licensed Practical Nurse" shall mean a nurse licensed to practice as a Licensed Practical Nurse under the Licensed Practical Nurses' Act of Manitoba.

308 A "Registered Psychiatric Nurse" shall mean a nurse licensed to practice as a Registered Psychiatric Nurse under the Registered Psychiatric Nurses' Act of Manitoba.

309

(a) (i) A "Graduate Nurse" means a person whose name is entered on the graduate nurse register of the College of Registered Nurses of Manitoba.

(ii) 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.

(iii) A "Graduate Psychiatric Nurse" means a person whose name is entered on the register of graduate psychiatric nurses of the College of Registered Psychiatric Nurses of Manitoba.

(b) The terms of this Collective Agreement shall be applicable to the Graduate Nurse, the Graduate Practical Nurse, and the Graduate Psychiatric Nurse, except as otherwise specified in the Collective Agreement.

310 "Position" shall mean employment status, occupational classification and shift.

311 The "Employer" is Extendicare (Canada) Inc.

312 The "Union" is the Oakview Tuxedo Nurses Local 8 of the Manitoba Nurses' Union.

313 "Place of employment" and/or "Facility" and/or "Nursing Home" shall mean Oakview Place or Tuxedo Villa, Winnipeg.

Employer initiated transfer of nurses from Oakview Place to Tuxedo Villa and vice versa shall not be implemented unless mutually agreed between the nurse(s) concerned and the Employer.

314 “Nurse Representative” shall mean a nurse who is appointed by the Union for the purposes of Union-Management relations. Without intending to limit the generality of the foregoing, this may include representation during meetings and/or negotiations with the Employer arising out of the Collective Agreement.

315 Continuous Service/Length of Employment

“Length of Employment” shall mean the period of time since an employee last became a full-time or part time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Collective Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and “Length of Service” shall have a similar meaning. Conversion from full-time or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee’s length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

ARTICLE 4 -- MANAGEMENT RIGHTS

401 The Union recognizes the right of the Employer to exercise the regular customary functions of management, except insofar as such rights are modified or limited by this Collective Agreement and the Union recognizes that it is the regular and customary function of the Employer to:

- (a) Maintain order, discipline and efficiency, and establish and enforce rules and regulations related thereto; and
- (b) Hire, direct, classify, promote and discharge, layoff, demote, suspend or otherwise discipline nurses for just cause; and
- (c) Generally manage and operate the Nursing Homes in all respects in accordance with its obligations, determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required, and all other matters concerning the Nursing Home’s operations.

The Employer agrees that these functions shall be exercised fairly, consistently and in a manner consistent with the general purpose and intent of the Collective 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.

403 The Employer will post rules and regulations to be observed by the nurses and will present a copy thereof to the Union.

ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

501 The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from the pay of each nurse in the bargaining unit, whether a member of the Union or not. Such letter shall include any dues exemptions. The Employer shall forward such dues to the Manitoba Nurses' Union by the 15th day of the following month together with a list of the names of nurses 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 with specifications as per attached memorandum. The Employer also agrees to deduct once annually the amount of any special general Assessment made by the Union. The Union shall notify the Employer, in writing, of the amount of the assessment at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

502 The Employer agrees to deduct dues and the amount of any special general assessment in arrears when requested in writing by the Union to do so; the Union agrees to make a refund to the nurse concerned when there is an over deduction of dues or special general assessments.

503 When a nurse makes known to the Employer or the Union that she/he is a member of a religious group which has as one of its articles of faith the belief that members of the group are excluded 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 agrees to inform the Employer, in writing, four (4) weeks in advance of the date of any change in amount of Union dues or special general assessments and that such change shall not be made more frequently than once annually.

505 The Union will render the Employer harmless with respect to all dues or special general assessments so deducted and remitted.

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.

507 The Union further agrees that Union activities not provided for in this Collective Agreement, will not take place during working hours or on the premises of the Employer, without the consent of the Employer.

508 Two (2) Nurse Representatives from each home, unless otherwise mutually agreed between the Employer and the Union, shall be granted time off duty without loss of regular pay to participate in negotiations in which both the Union and the Employer are represented.

Time off duty without loss of regular pay for administering the Collective Agreement shall be granted at the discretion of the Employer.

509 The Union agrees to provide copies of this Collective Agreement to each newly hired nurse at the time of her/his orientation.

510 A suitable notice board or notice board space for the use of the Union will be provided by the Employer. Such notice boards shall be located in each place of employment. The Employer reserves the right to remove posted material if considered damaging to the Employer.

511 A representative of the Union shall be granted not less than thirty (30) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A representative of the Employer may be present during this period. The Employer shall notify the Union when orientation of new nurses is scheduled.

512 In respect of the Manitoba Labour Relations Act, no nurse shall be required to make a written or verbal agreement which may conflict with the terms of this Collective Agreement.

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

ARTICLE 6 -- NO STRIKE OR LOCKOUT

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

602 The Union agrees to give the Employer at least three (3) days written notice as to the intended time and date of strike action, and the Employer agrees to give the Union at least three (3) days written notice as to the intended time and date of lockout.

ARTICLE 7 -- NON-DISCRIMINATION

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

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

703 The Employer and the Union agree not to interfere with the rights of the employees of the Employer, and there shall be no discrimination, interference, intimidation, restraint or coercion by either of the parties to this Collective Agreement

ARTICLE 7A -- HEALTH AND SAFETY

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

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

7A03

- (a) The Workplace Safety and Health Committee shall operate with Union representation for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards.
- (b) Regular pay or equivalent time off with a minimum of one (1) hour guaranteed to nurse(s) who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Workplace Safety & Health Committee.

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

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

On an annual basis the Workplace Safety and Health Committee will be provided with a copy of the critical incident stress management or applicable policies for review.

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

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

There shall be a policy supporting a Respectful Workplace and zero tolerance of staff abuse which shall be reviewed annually by the Workplace Health & 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 **Rehabilitation and Return to Work Program** – The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled nurses. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the initial meeting with the nurse to review the provisions of the program to ensure that the work designated is within her/his restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Union and the nurse and may proceed without the Union's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

The Employer recognizes the obligation under the Human Rights Code of Manitoba of its duty to reasonably accommodate nurses with physical or mental disability up to undue hardship and will continue to adhere to legislative requirements as defined in the Code. The Employer will collaborate with the Union and the nurse on accommodation requests.

7A06 **Whistle Blowing Protection**

Nurses who exercise their rights in accordance with the Public Interest Disclosure Act shall not be subject to discipline or reprisal.

ARTICLE 8 -- TECHNOLOGICAL CHANGE

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

- (a) to introduce technological change by altering methods or utilizing different equipment, or
- (b) to transfer work to outside agencies or third parties, and
- (c) if such change will displace, or affect the occupational classification of nurses in the bargaining unit, the Employer will notify the Union at least sixty (60) days in advance of such change, and will meet and negotiate with them reasonable provisions to protect the interests of nurses so affected.

Failing agreement, such matters may be referred to Arbitration subject to Article 13 herein.

ARTICLE 9 -- CHANGE OF FUNCTION OF A NURSING UNIT

901 Should the Employer change the general overall function of a nursing unit, the Employer shall provide written notice to the nurses and the Union at least ninety (90) days in advance of the change of function. The Employer and the Union shall enter into discussion within fourteen (14) calendar days of notice being given for the purpose of discussing the factors involved, including the interests of nurse(s) so affected.

ARTICLE 10 -- EMERGENCY RESPONSE PLAN

1001

- (a) In any emergency, nurses are required to perform duties as assigned notwithstanding any contrary provision in this Collective Agreement.
- (b) In the event of the declaration of an emergency by the Employer, written confirmation of same will be given to the Union by the Administrator.

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

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

1002 Drills

- (a) Emergency response plans brought into effect by exercise shall override the provisions of this Collective Agreement provided always that where overtime is worked by reason of an emergency response plan exercise, equivalent time off will be granted.
- (b) The importance of regular emergency response plan exercises, including 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 Manitoba Fire Code and a review of written disaster plan exercises will be conducted at least once annually. The Facility will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the emergency response plans during orientation to the Facility. An inservice session related to evacuation procedures will be conducted at least once annually.

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

ARTICLE 11 -- JOINT COMMITTEES

1101 Release Time

- (a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Union Management Committee and any other Facility joint committee to which the Union is required to appoint representatives.
- (b) The Employer may relieve a nurse who is appointed to attend meetings of the Union Management Committee, Nursing Advisory Committee or any other facility joint committee to which the Union is required to appoint representatives, without loss of salary or benefits. This clause is applicable when the meeting(s) occurs during hours the nurse is otherwise scheduled to work.

1102 Union Management Committee

The Employer and the Union agree to maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include the Administrator and/or Director of Care and/or Assistant Director of Care; Union representatives shall include the President and/or Vice-President of the Local. Appointments shall be made by each party at their discretion. The Committee shall meet at the request of either party subject to five (5) days notice being given but not less than bi-monthly 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.

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussion. The committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The Regional Director of Extendicare (Canada) Inc. will be consulted as required to assist with resolution of ongoing concerns.

1103 Nursing Advisory Committee

- (a) At the request of either the Union, or the Employer's senior nursing management representative, a Nursing Advisory Committee N.A.C. shall be established to:
- (i) Review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.
 - (ii) Provide a forum for discussion and make recommendations on issues relative to nursing professional practice such as nursing standards, nursing functions, physical planning and layout of facilities as they relate to nursing and other matters of concern.
- (b) The N.A.C. shall be comprised of at least two (2) and up to three (3) nurses appointed by the Union and senior nursing management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.
- (c) The N.A.C. shall meet monthly or as otherwise mutually agreed.
- (d) The chair and the secretary of the N.A.C. shall alternate between the parties. The secretary shall be the opposite party to the chair.

- (e) Agendas shall be circulated at least seven (7) calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.
- (f) Minutes of the N.A.C. meetings shall be circulated to members of the committee and shall be approved at the next N.A.C. meeting.
- (g)
 - (i) A nurse(s) with a concern as referenced in clause 1103 (a) (i) above shall discuss the matter at the unit level utilizing established lines of communication with the objective of resolving the concern. If the matter is not resolved to the satisfaction of the nurse(s), the nurse(s) may complete and submit a "N.A.C. Summary Report" to the chair of the N.A.C. Nursing Workload Staffing Reports shall be responded to as soon as reasonably possible, but no later than fourteen (14) calendar days.
 - (ii) Those issues referenced in 1103 (a) (ii) above may be placed on the agenda at any time by any N.A.C. member.
- (h) If the decision of the N.A.C. regarding an issue referenced in 1103 (a) (i) above is unacceptable to the nurse(s) who submitted the issue, or if the N.A.C. is unable to resolve the issue, the matter shall be referred in writing to the facility Administrator and Regional Director.
- (i) The response of the Administrator and Regional Director shall be provided in writing to the nurse(s) and the N.A.C. within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (j) Where, in the opinion of the nurse(s) who submitted the issue, the response from the Administrator and Regional Director does not resolve the issue, it may be referred to an Independent Assessment Committee (I.A.C.) within twenty-one (21) days following the response.

1104 **Independent Assessment Committee (I.A.C.)**

- (a) The I.A.C. shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3rd) nurse shall chair the I.A.C. and shall be selected in the following manner:
 - (i) A list of I.A.C. Chairpersons as agreed between the parties shall be appended to this Collective Agreement.

- (ii) When a Chairperson is required, the Employer and the Manitoba Nurses' Union will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided shall be the name following that of the last person utilized.
 - (iii) Should the person whose name is so selected be unable to serve, or where the person would be unsuitable due to connections with the parties or geographic community involved, the next person on the list shall be approached to act as Chairperson.
 - (iv) For the purposes of clause 1104 (a), 'nurse' shall mean a person who is registered with any of the professional nursing associations cited at clauses 302, 303 and 304. Without intending to limit the generality of the foregoing, the term 'nurse' is not restricted by clause 301.
- (b) A meeting of the I.A.C. to investigate and make recommendations shall be held within fourteen (14) calendar days of the I.A.C.'s appointment. Such recommendations shall be provided in writing to the nurse(s), the N.A.C. and the Administrator and Regional Director within a further fourteen (14) calendar days.
 - (c) Each party shall bear the cost of its own appointee to the I.A.C. and shall jointly bear the cost of the Chairperson.
 - (d) Nurses required to attend I.A.C. meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2407.
 - (e) Recommendations of the N.A.C. relative to those issues referenced in 1103 (a) (ii) shall be submitted in writing to the Administrator and Regional Director.

ARTICLE 12 -- GRIEVANCE PROCEDURE

1201 For purposes of this Collective 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 Collective Agreement.

1202 Unless dismissed or suspended by the Employer, a nurse shall continue to work in accordance with this Collective Agreement until such time as the dispute has been resolved. It is understood that a nurse may be taken off the schedule without loss of pay during an investigation.

1203 The grievor may elect to be accompanied and/or represented by a Union representative at any step of the grievance procedure.

1204 Upon request made to her/his immediate supervisor outside the bargaining unit, the Union representative shall be granted permission to process grievances during her/his regular paid hours of work provided, at the discretion of such supervisor, that nursing unit functions are not adversely affected.

1205 Discussion Stage:

Within fifteen (15) days of the occurrence of a grievance, the grievor(s) shall attempt to resolve the dispute through discussions with her/his immediate supervisor outside the bargaining unit.

1206 Step One:

If the dispute is not resolved within the time period specified in clause 1205, the grievor and/or Union representative may, within a further ten (10) days submit the grievance in writing to the immediate supervisor outside the bargaining unit and the latter shall reply in writing within ten (10) days of receipt of the written grievance.

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

1207 Step Two:

If the dispute remains unresolved, the Union may within a further ten (10) days submit the grievance in writing to the Administrator and the Administrator 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 provisions of clause 1209 stated above, and subject to Section 121(2) of the Labour Relations Act of Manitoba, failure to comply with any of the time limits specified in this Article shall result in the grievance being deemed abandoned without prejudice to future similar grievances.

ARTICLE 13 -- ARBITRATION PROCEDURE

1301 In the event of failure to settle a grievance by the method described in the Article 12, the matter may, within ten (10) days of receipt of reply in Step Two, 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 clause 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 his place by the party who made the original appointment, then the other party to the dispute may request the Minister of Labour for Manitoba to select a substitute.

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

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

1307 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 single Arbitrator or of the Chairperson of the Arbitration Board shall be borne by the parties hereto in equal shares.

1308 Nothing in this Collective Agreement shall preclude a nurse or the Union and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures or to extend any of the stipulated time limits.

1309 For the purpose of determining lengths of time in the foregoing procedure, Saturdays, Sundays, and Recognized Holidays are excluded.

1310 Nurses whose attendance is required at arbitration hearings related to the Collective Agreement shall be given permission to be absent from work, when scheduled to work and shall not suffer any loss of salary as a result.

1311 The Arbitrator shall be requested to provide both parties with a hard (paper) copy as well as an electronic version of an arbitration award.

ARTICLE 14 -- HOURS OF WORK

1401 Regular hours of work for all full-time nurses will be:

- (a) eight (8.0) consecutive hours per day, including meal periods, and
- (b) an average of eighty (80) hours per bi-weekly period, and
- (c) two thousand and eighty (2080) hours per year.

Effective the first day of the first pay period nine (9) months after the date of ratification, Article 14.01 is amended as follows: Add

Applicable to Unit Coordinators only

Regular hours of work for all full-time nurses will be:

- (a) eight (8.0) consecutive hours per day, including one half (1/2) of the meal periods ; excluding one half (1/2) of the meal period, and
- (b) an average of eighty (80) hours per bi-weekly period, and
- (c) two thousand and eighty (2080) hours per year.

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

1403 There shall be a fifteen (15) minute rest period in each continuous three (3) hour period of work at the time and place designated by the Employer.

1404 A shift shall be eight (8) consecutive hours of work inclusive of meal periods and inclusive of two (2) fifteen (15) minute rest periods. Any departure from the foregoing shall be instituted only after negotiated agreement between the Employer and the Union.

Effective the first day of the first pay period nine (9) months after the date of ratification, Article 14.04 is amended as follows: Add

Applicable to Unit Coordinators only

A shift shall be eight (8) consecutive hours of work inclusive of *one half (1/2) of a meal period *and exclusive of fifteen (15) minutes of each meal period and inclusive of two (2) fifteen (15) minute rest periods. Any departure from the foregoing shall be instituted only after negotiated agreement between the Employer and the Union.

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

1406 Whenever a nurse is called in to work within one (1) hour of the start of the shift and reports for duty within one (1) hour of the start of the shift, she/he shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

1407 Where a nurse cannot arrive as scheduled at the Facility due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the nurse shall be rescheduled at a mutually agreeable time if possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. Where the scheduling of such shift cannot be accommodated or the nurse chooses not to be rescheduled, she/he may take the time from banked time which includes banked overtime, Recognized Holidays or vacation.

ARTICLE 15 -- SHIFT SCHEDULES

1501 Shift schedules for a minimum of a four (4) week period shall be posted two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the nurse(s) concerned and the Employer. Requests for specific days off shall be submitted in writing at least two (2) weeks prior to the posting of the schedule, and granted, if possible in the judgment of the Employer. A decision shall be communicated to the nurse within one (1) week of the request. Requests for interchanges in posted shifts, or a portion thereof, shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant and are subject to the approval of the Director of Care or Assistant Director of Care. Where reasonably possible, interchanges in posted shifts are to be completed within the posted shift schedule.

1502 It is understood that any change in shifts or days off initiated by a nurse(s) and approved by the Employer shall not result in overtime costs to the Employer.

1503 Night shift shall be considered as the last shift of each calendar day.

1504 Master rotations for each nursing unit shall be planned by the Employer in meaningful consultation with the nurse(s) concerned. The process for meaningful consultation shall include:

- Employer proposes a master rotation including the Employer established criteria and provides to Nurses concerned
 - Nurses are provided reasonable time to submit feedback and/or an alternate master rotation for consideration.
 - The amended or new master rotation is provided to Nurses for review. Nurses are provided with a reasonable time to submit feedback.
 - At each step of the consultation process the Union will be provided with the new or revised master rotation to ensure contract compliance.
 - Employer has the sole discretion to select the new master rotation and provides rationale for the selection.
- (a) Nurses may be hired to work permanently on one (1) shift (i.e. permanent days or permanent Evenings or permanent Nights).
- (b) There shall be a minimum of fifteen and one-half (15.50) hours off between shifts.
- (c) (i) The Employer shall provide, when practical, not less than a minimum of forty-seven (47) hours off at one time, or
- (ii) a single weekday off may be permitted on a changeover from Day shift to Evening shift or in a staffing pattern that provides alternate weekends off. This is subject to meaningful consultation between the nurses affected and the Union
- (d) There shall be no more than, and preferably less than, seven (7) consecutive shifts without days off.
- (e) Alternate weekends off shall be granted.
- (f) Upon request, for reasons of attending educational program(s) or course(s), a nurse may be allowed to work permanently on Evening shift or Night shift subject to the following:
- (i) she/he submits her/his written request at least three (3) months prior to commencing the educational program(s) or course(s), and

- (ii) another nurse(s) on the unit is prepared to interchange her/his 'normally' scheduled evening shifts or night shifts for the 'normally' scheduled day shifts of the nurse attending the educational program(s) or course(s).
- (iii) upon completion of the educational program(s) or course(s) each nurse shall revert to her/his former rotation pattern.

ARTICLE 16 -- OVERTIME

1601 Overtime shall be authorized time worked in excess of a shift as defined in 1404, or in excess of one hundred and sixty (160) hours in a four (4) week schedule.

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

1602 Each nurse shall be paid at the rate of one and one-half (1.50) times her/his basic salary for the first three (3) hours of authorized overtime in any one (1) day, and at the rate of double her/his basic salary for hours worked in excess of three (3) hours in any one (1) day.

Each full-time nurse shall be paid at the rate of two (2) times her/his basic salary for all hours of authorized overtime worked on a scheduled day of rest.

1603 Notwithstanding clauses 1601 and 1602 above, whenever a nurse works two (2) consecutive shifts, she/he shall receive pay at the rate of double her/his basic salary for the second shift.

1604 At the nurse's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the nurse's request, any banked overtime, or portion thereof, shall be paid out at any time on a regular pay cheque. Overtime may be accumulated to a maximum of forty (40) hours at any one time. Any overtime in excess of forty (40) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by December thirty-first (31st) of each calendar year.

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

paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

1606 Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime.

The changeover from Central Standard Time to Daylight Savings Time will be considered as full hours worked for that shift.

1607 Overtime shall be offered as equitably as possible amongst those nurses who are qualified for the work.

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

1609 A nurse who has reported to work and is subsequently required to work overtime for a period in excess of three (3) hours immediately following her/his regular shift shall receive a meal voucher for the Facility to cover the cost of a meal of up to five dollars (\$5.00), or if this is not possible, a meal allowance of five dollars (\$5.00) shall be provided.

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

- (a) An evening shift premium of one dollar (\$1.00) [one dollar and seventy-five cents (\$1.75) effective November 1, 2016] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and the next succeeding 2400 hours.
- (b) A night shift premium of two dollars and five cents (\$2.05) [two dollars and fifty cents (\$2.50) effective November 1, 2016] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift fall between 2400 hours and 0600 hours.

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

ARTICLE 18 -- Left blank for future use as necessary

ARTICLE 19 -- RESPONSIBILITY PAY

1901 An additional one dollar (\$1.00) per hour will be paid for all hours worked by a nurse from the bargaining unit who has been designated to be responsible for the facility on Evenings, Nights, Saturdays, Sundays, Recognized Holidays or during the day shift in the absence of the Administrator/Director of Care and the Unit Manager.

ARTICLE 20 -- TRANSPORTATION ALLOWANCE

2001 Any nurse who is required to terminate or commence her/his shift between the hours of 0001 and 0600 hours, and who does not have her/his own transportation, will have transportation provided by the Employer at no cost to the nurse.

2002 Where a nurse is required and authorized to use her/his privately owned vehicle on the Employer's business, she/he shall be reimbursed by the Employer for such travel at the following mileage rate.

\$0.44 per kilometer

ARTICLE 21 -- VACATIONS

2101

- (a) The vacation year shall be from May 1st to April 30th. The dates used to calculate vacation earned shall be from the end of the last full pay period of April in one vacation accrual year to the end of the last full pay period of the following April. Vacation earned in any vacation year is taken in the following vacation year. The whole of the vacation year shall be available for the taking of accrued vacation time whenever reasonably possible.
- (b) 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 (forty (40) hours) equals one (1) calendar week.
- (c) The nurse shall have the right to request which day of the week her/his vacation begins.
- (d) Upon request, a nurse may be permitted to retain up to three (3) days of her/his vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with clause 1501.

2102 A nurse who has completed less than one (1) year of continuous employment as at the vacation cut-off date shall be entitled to a paid vacation at the rate of one and one-quarter (1.25) days per month of employment, however, the Employer is not obliged to provide for the vacation to be taken until the 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 Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first three (3) years	Fifteen (15) days per year
In the fourth (4th) to tenth (10th) year inclusive	Twenty (20) days per year
In the eleventh (11th) to twentieth (20th) year inclusive	Twenty-five (25) days per year
In the twenty-first (21st) and subsequent years	Thirty (30) days per year

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

2104 In recognition of length of service, each nurse shall receive an additional five (5) days of vacation on completion of twenty (20) years of continuous service and on each subsequent fifth (5th) anniversary of employment (i.e., 25th, 30th, 35th, 40th, etc.). Such supplementary vacation shall be taken during the vacation year following the vacation year in which the 20th or subsequent 5th anniversary occurs.

2105 For the purpose of determining the rate at which vacation is earned, the term of continuous service of a nurse will be deemed to include:

- (a) any periods when a nurse is receiving income protection benefits, is on paid vacation, is on paid leave of absence, is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (b) any periods of approved unpaid educational leave of absence of up to two (2) years;
- (c) any period of unpaid leave of absence of up to four (4) weeks;
- (d) any period of approved educational leave of absence as outlined in clause 2406;

- (e) any period of parenting leave granted in accordance with clause 2407.

2106

(a) **March 1st 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 per unit/station/facility that may be scheduled for vacation at one time, in an accessible location, by March 1st of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at April 30th of that year.
- (ii) Beginning March 15th of each year, the Employer shall arrange an appointment with each nurse, in order of seniority, so that the nurse may indicate her/his 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 her/his vacation request known to the Employer within the identified process shall not have his/her vacation request (as she/he might subsequently attempt to submit) considered at this step.
- (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, it shall not be changed unless by mutual agreement and 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 within each unit/station at the facility having the most seniority within the facility.
- (vii) The approved vacation schedule will be posted in writing not later than May 1st.
- (viii) Nurses not submitting their vacation request as outlined above may request vacation after May 1st and may be granted her/his request as long as there is no conflict with nurses already having vacation approved.

(b) **September 15th Vacation Planning**

- (i) Beginning September 15th, the Employer shall utilize the same process as outlined in (a) above (with March 15th changed to September 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 November 1st utilizing the principles outlined in clause 2107 (a) above.
- (c) Except in extenuating circumstances, a nurse who does not submit her/his vacation request by October 31st in accordance with clause 2107 (b) above, shall have her/his vacation scheduled by the Employer.
- (d) Approved vacation schedules within each unit/station/facility shall not be changed unless mutually agreed upon by the nurse and the Employer. A nurse who transfers to another unit/station/facility after her/his vacation request has been approved, shall have her/his vacation on the new unit/station/facility scheduled by the Director of Care in consultation with the nurse within the time periods remaining during that vacation year.
- (e) A nurse must use current annual vacation, which was earned during the previous vacation year, during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year. Vacation may be paid out only in extenuating circumstances.

2107 Upon termination of employment, each nurse shall receive pay in lieu of vacation earned but not taken:

- (a) at the rate of six percent (6%) of her/his salary rate after one (1) year's employment;
- (b) at the rate of eight percent (8%) of her/his salary rate after four (4) years employment;
- (c) at the rate of ten percent (10%) of her/his salary rate after ten (10) years employment ; and
- (d) at the rate of twelve percent (12%) of her/his salary after twenty (20) years of employment.

2108 Vacation time requested will be in blocks of no less than one (1) week. For the purposes of this article, one (1) week shall mean seven (7) consecutive calendar days. There shall be no limit on the number of week blocks that a nurse may split vacation.

ARTICLE 22 -- RECOGNIZED HOLIDAYS

2201 For the purpose of this Collective Agreement, Recognized Holidays with pay shall be:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

An additional float holiday will be granted to each nurse; this day shall be taken at a time mutually agreed between the Employer and the nurse in the case of full-time nurses.

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

2203 A nurse required to work on any of the above described holidays shall be paid at one and one-half (1.50) times her/his regular rate of pay and in addition shall receive one (1) day off at her/his regular rate of pay.

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

2205 The Employer agrees to assign time off as equitably as possible over Christmas and New Year's endeavoring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day. A nurse shall not be required to work Christmas or New Year's for two (2) consecutive years unless otherwise mutually agreed.

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

2206 A full-time nurse may accumulate a total of five (5) days (inclusive of the Float Holiday) in lieu of Recognized Holidays to be taken at such time as the nurse requests in writing and receives approval in accordance with clause 1501. Unless otherwise agreed between the Employer and the nurse, accumulated days in lieu of Recognized Holidays must be taken within the calendar year in which they were earned.

ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION

2301 A nurse is entitled to receive, from her/his accumulated income protection credits, pay at her/his regular rate with respect to periods when:

- (i) She/he is unable to work her/his regularly scheduled shift because of an incapacitation due to accident or/and illness, however, a nurse shall not receive income protection benefits for any period of time during which she/he is eligible for wage loss benefits from either the Workers' Compensation Board (subject to clause 2303) or the Manitoba Public Insurance as a result of a motor vehicle accident, or
- (ii) In the opinion of the Employer, her/his presence at work constitutes a health hazard to the residents or staff, or
- (iii) She/he attends an appointment related to a medical/dental examination and/or treatment subject to clause 3703.

2302

(a) Nurses will accumulate income protection credits at the rate of one and one-quarter (1.25) working days per month of employment from the date of beginning employment, or September 1, 1972, whichever date is the later, to a maximum accumulation of one hundred and sixty (160) days.

(b) Allocation of Accumulated Income Protection Credits

For each one and one-quarter (1.25) days of income protection credits accumulated, one day* shall be reserved exclusively for the nurse's personal use as outlined in clause 2301. The remaining one-quarter (.25) of a day* shall be reserved for either the nurse's personal use as outlined in clause 2301, or for use in the event of family illness as specified in clause 2311. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

(c) The Employer shall provide to the nurse within two (2) business days of receipt of a written request, the amount, in writing, of her/his accrued income protection credits.

2303

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

Where a nurse is unable to work because of injuries sustained in a motor vehicle accident she/he must advise her/his supervisor as soon as possible and she/he must submit a claim for benefits to the Manitoba Public Insurance (M.P.I.). The nurse shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by M.P.I.
 - (iii) Where a nurse has applied for W.C.B. or M.P.I. benefits and where a loss of normal salary would result while awaiting a W.C.B./M.P.I. decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:
 - (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in clause 3802 (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and Employment Insurance contributions.
 - (v) The advance(s) will cover the period of time from the date of injury until the date the final W.C.B./M.P.I. decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the nurse's accumulated income protection credits.
 - (vi) The nurse shall reimburse the Employer by assigning sufficient W.C.B./M.P.I. 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 W.C.B./M.P.I. directly to the nurse.
 - (vii) In the event that the W.C.B./M.P.I. disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this Collective Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

- (viii) Upon request, the Employer will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (b) (i) A nurse who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the W.C.B./M.P.I. payments. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as defined in clause 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- The Employer's supplement shall be charged to the nurse's accumulated income protection credits and such supplement shall be paid until the nurse's accumulated income protection credits are exhausted, or until 119 calendar days have elapsed since the first day of supplement, whichever is less.
- (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan and long term disability plan, dental plan and extended health benefits plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
- (iii) Further to this, the Employer shall notify Workers Compensation/ Manitoba Public Insurance of salary adjustments at the time they occur.
- (iv) If at any time it is decided by the Workers Compensation Board/M.P.I. that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the Workers Compensation Board/Manitoba Public Insurance, then such payment shall not be payable.
- (c) Where the Workers Compensation Board/M.P.I. recommends a work assessment period or a modified return to work period, the provisions of clause 7A05 shall apply.

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

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

Prior to day shift - at least one (1) hour.
Prior to evening shift - at least three (3) hours.
Prior to night shift - at least three (3) hours.

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

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

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

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

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 twenty four (24) hours notice of cancellation.

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

2311 Subject to the provisions of clause 2302, a nurse may use up to five (5) days of accumulated income protection credits in any one (1) calendar year for illness of a spouse, child (including child's partner), or parent (including in-law). The Employer may require a medical certificate or report as proof of such family illness.

2312 A nurse who has completed the probationary period and who is unable to perform her/his work by reason of an accident or illness not fully covered by income protection credits, upon providing an acceptable medical certificate, shall be granted unpaid leave of absence as required for recovery; her/his unpaid leave of absence shall be subject to review at three (3) months or lesser intervals at the discretion of the Employer.

2313 A nurse who is on LTD/WCB/MPI at the commencement of her/his scheduled vacation shall, upon her/his request, have her/his vacation displaced. Such vacation will be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. Such vacation request to reschedule will only be considered upon completion of the final vacation scheduling process each year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

ARTICLE 24 -- LEAVE OF ABSENCE

2401

- (a) A nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. The request will specify:
- (i) the reason for the leave,
 - (ii) the start date of the leave, and
 - (iii) the anticipated end date of the leave.
- (b) Leave of absence requests will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the Collective Agreement; however, requests for education leave will be given special consideration.
- (c) Except in emergencies, leave of absence requests must be made at least four (4) weeks in advance of the start date.
- (d) The Employer shall notify the nurse of her/his decision in writing, within ten (10) working days of receipt of the request.
- (e) Requests for extension of educational leave, maternity leave, paternity leave, adoption leave and bereavement leave of absence will be granted if reasonably possible.

- (f) Where a nurse requests to return to work prior to 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 clause 2407(g). However, this shall not preclude the nurse from returning earlier if shifts are available and the nurse wishes to make her/himself available in accordance with the procedure regarding occasional additional shifts.
- (g) Where a nurse has been granted a leave of absence from her/his entire EFT, she/he shall be eligible to work additional available shifts. However, she/he shall not have preference over part-time nurses or casual nurses who offer to work these shifts. When she/he is awarded additional available shifts, she/he is compensated in accordance with clause 2703 (a) – (e).
- (h) Where a nurse has requested and been granted a partial leave of absence, she/he will be entitled to accrual of vacation, income protection credits and Recognized Holiday pay on a pro-rata basis of hours worked in accordance with the specific Collective Agreement provision.

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

2403 The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less, the nurse is assured of being placed in the same employment status and at the same step on her/his salary scale on her/his return, but she/he cannot be assured of being placed in the same nursing unit or shift. In the case of longer leaves of absence, a nurse may be placed in any position covered by this Collective Agreement and shall be reinstated at her/his previous hourly rate of pay, provided that such hourly rate of pay shall not exceed the maximum for the position in which she/he is placed. Notwithstanding clause 3001, a nurse not placed in her/his former position will be given consideration over other nurses for the first vacancy made available to her/him in a similar position.

2404 There shall be no loss of income protection credit accumulation or vacation entitlement accumulation up to the date of beginning any leave of absence.

2405 Income protection credits and vacation entitlements will continue to accrue during any leave of absence approved by the Employer of one (1) month or less.

2406 **Time Off for Education Activities:**

- (a) At the discretion of the Employer, the Employer will grant time off with pay for at least one (1) nurse to attend professional or educational meetings, conventions, workshops and institutes which are pertinent to the improvement of nursing care.

- (b) Where the Employer requires a nurse who is scheduled to work to attend educational conferences, workshops or programs, the nurse attending shall be without loss of regular salary, and the Employer shall pay the registration or tuition fees and related expenses.

Where the Employer requires a nurse who is not scheduled to work to attend educational conferences, workshops or programs, the Employer shall pay the nurse's regular salary, the registration or tuition fees and related expenses.

(c) **Employer-sponsored Educational Development**

A nurse may apply for a maximum of two hundred dollars (\$200.00) education allowance once per calendar year to attend approved educational workshops, courses and other such programs that are relevant to the nurse's current area of practice. Requests for the \$200 education allowance must be submitted to the Director of Care prior to attendance at such program. The \$200 education allowance shall be for reimbursement of tuition or registration fees and for recommended or required books or software and shall be payable upon satisfactory completion of the pre-approved program.

2407 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 a maximum of fifty-four (54) weeks where she/he qualifies for Maternity Leave and Parental Leave, Paternity Leave or Adoption Leave.

(a) **Maternity 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.

(i) Maternity Leave Plan "A" (Plan A):

1. Plan A will provide a nurse with up to seventeen (17) weeks of Maternity Leave without pay subject to the following conditions:

- (a) The nurse shall submit a written request for Maternity Leave under Plan A to the Employer not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended start date of the Maternity Leave.

(b) If requested by the nurse, 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 duly qualified medical practitioner becomes incompatible with the requirements of her job.
- (ii) Maternity Leave Plan “B” (Plan B):
1. In order to qualify for Plan B, a pregnant nurse must:
 - (a) submit a written request for Maternity Leave under Plan B to the Employer at least four (4) weeks before the date specified in her application as the date on which she intends to commence such leave;
 - (b) provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery; and
 - (c) provide the Employer with proof that she has applied for Employment Insurance (EI) benefits and that Human Resources Development Canada has agreed that the nurse qualifies for and is entitled to EI 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 duly qualified medical practitioner, becomes incompatible with the requirements of her job.
 2. A nurse applying 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 in either full-time or part-time status for at least six (6) months following her return to work; where a full-time 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 clause 2407(g) below.
- (c) Should she fail to return to work as provided under either of clauses 2407(a)(ii)(2)(a) or (b) above, she shall be indebted to the Employer for the full amount of the maternity leave allowance paid to her by the Employer during her entire period of Maternity Leave. Accordingly, she shall re-pay to the Employer the full amount of the maternity leave allowance.
- (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 <u>rate of pay in 6 months prior to leave</u>)	X	no. of hours not worked
Hours of service required to be worked (based on monetary value)		

- 3. A nurse who qualifies under clause 2407(a)(ii)(1) will be 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 provided under clause 2407(a)(ii)(1)(b), or
 - (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 provided under clause 2407(a)(ii)(1)(b).

- (c) The Employer may, notwithstanding the above, vary the length of Maternity Leave upon receipt of a certificate from a duly qualified medical practitioner.

4. During the period of Maternity Leave, a nurse who qualifies under Plan B will be 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 normal weekly earnings which will be paid as a single sum amount;
- (b) for up to a maximum of fifteen (15) additional weeks, bi-weekly payments equal to the difference between the EI benefits the nurse is eligible to receive and ninety-three percent (93%) of her normal weekly earnings; this difference will be paid as a single sum amount.
- (c) All other time absent as may be provided under this clause shall be an unpaid leave of absence.

5. Plan B does not apply to a newly hired nurse occupying a term position.

6. Maternity Leave under Plan B shall be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue during this leave of absence.

(b) Parental Leave

- (i) In order to qualify for Parental Leave, a nurse must be the natural mother of a child or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the Province (Adoption Leave) or be a partner in a relationship who assumes care and custody of a child.

- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
 - (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
 - (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to fifty-four (54) weeks inclusive of maternity leave and vacation as specified in (c) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with clause 2401.
- (c) Except as outlined below, any nurse must use current annual vacation, which was earned during the previous vacation year, during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.
- Where Parenting leave is thirty-seven (37) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.
- Where Maternity and/or Parental Leave exceeds thirty-seven (37) weeks, the nurse may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).
- Any vacation earned up to the time of the commencement of leave in accordance with clause 2407 (a), (b), or (c) will be retained and will be available to be taken in the following vacation year.
- (d) Subject to clause 2407(e) below, Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or on the date on which the child comes into actual care and custody of the nurse.
 - (e) 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.

- (f) Three (3) days of paid leave of absence (24 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking Maternity, Paternity, or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

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

- (g) 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.

2408

Union Leave:

- (a) Leave of absence without loss of seniority, salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union, Canadian Federation of Nurses' Unions, and/or Canadian Labour Congress meetings or seminars. It is understood that requests for Union leave will be made at least two (2) weeks in advance except in emergency circumstances. The Manitoba Nurses' Union will reimburse the Employer for the cost of the salary and the benefits and related payroll costs. In order to assist the Employer with planning for staffing replacement, the Union commits to:

- (i) provide notice of tentative dates for meetings as soon as they are known (i.e. Annual Meetings and Board meeting dates for the upcoming year no later than June 1st).
 - (ii) limiting the number of Union representatives requesting approved leave from the facility on any single day to two(2) nurses from a nursing unit/station up to a maximum of three (3) from each facility.
- (b) Subject to four (4) weeks notice, a nurse elected or selected to a full-time or part-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions or the Canadian Labour Congress or College of Registered Nurses of Manitoba or College of Licensed Practical Nurses of Manitoba or College of Registered Psychiatric 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, during her/his term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs.

Notwithstanding Clause 3006, The Employer may elect to post these terms as either fixed terms up to two (2) years or indefinite terms.

2409 Leave Re Citizenship:

Nurses shall be allowed the necessary time off without pay to attend citizenship court to become a Canadian citizen.

2410 Bereavement Leave:

(a) Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, step-child, parent, sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or four (4) calendar days following the death, whichever is the greater. Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral. A relationship of at least six (6) months duration is required for the nurse to qualify for this provision in case of death of a common-law spouse or fiancé.

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 (1) day at basic pay may be granted to a nurse to attend a funeral as a pallbearer or mourner.

2411 Legal and Investigative Proceedings:

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

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

b) A nurse required to attend a court proceeding/inquest to provide medical/clinical evidence shall receive a leave of absence at her/his regular basic rate of pay, and shall remit to the employer any witness fees received. The nurse shall not be required to remit any reimbursement of expenses for such duty.

c) Where a nurse is required to prepare for a court proceeding/inquest where they will provide medical/clinical evidence, during time that the nurse is not scheduled to work, the Employer and the nurse will mutually agree on

alternate time off in lieu or compensate for time at regular rates of pay, subject to the Employer's prior approval of the required preparation time.

- d) Where the Employer requires the nurse to participate in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the nurse's regular day of work, the Employer will compensate the nurse for the investigation meeting time at regular rates of pay.
- e) A nurse required to attend a court proceeding as a party to that proceeding, occasioned by the nurse's private affairs shall receive a leave of absence without pay for the required absence.

2412 Leave re Public Office:

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

2413 Subject to the provisions of each benefit 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.

2414 Compassionate Care Leave:

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

- (a) A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For a nurse to be eligible for leave, a physician who provides care to the family member 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 any family member recognized under the Compassionate Care Benefits provision of the Employment Insurance Act.
- (f) Unless otherwise mutually agreed, a nurse may end her/his Compassionate Care Leave earlier than eight (8) 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) 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 clause 2410.
- (i) Subject to the provisions of clause 2302, a nurse may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.

2415 Pre-Retirement Leave:

1) Effective September 5, 2011

a) Full-time nurses who:

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

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

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

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

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

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

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

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

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

- (c) Calculation of pre-retirement leave entitlement shall begin from the date of the nurse's last commencing employment at the Facility and shall be based on the nurse's total length of continuous employment with the Employer on the date of retirement under (a) and (b) (i)(ii) and (iii) or date of termination under (a) and (b) (iv) above.
- (d) Payment shall, at the option of the nurse, be made in a lump sum or as a continuation of salary until scheduled retirement date or as a combination of continuation of salary followed by lump sum payment.

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

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

ARTICLE 25 -- SENIORITY

2501 "Seniority" shall be defined as the length of the nurse's continuous employment from the last date on which she/he commenced work with the Employer. Seniority accumulated by nurses up to December 31, 1979 shall be retained; and effective from January 1, 1980 seniority will be calculated in accordance with regular hours worked.

2502 This clause is intentionally left blank.

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

- (i) she/he is on any unpaid leave of absence in excess of four (4) consecutive weeks except as those referenced in (ii) below, and those referenced in clause 2504;
- (ii) she/he is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD for a period of more than two (2) years from the date of the first absence from work related to the injury or illness.
- (iii) she/he is on an educational leave of absence in excess of two (2) years.
- (iv) she/he is laid off for more than twenty-six (26) weeks and less than three (3) years.
- (v) she/he obtains a term position of fifty-four (54) weeks or less outside the bargaining unit.

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

- (i) she/he is on any period of paid leave of absence;
- (ii) she/he is on any period of Employer paid income protection;
- (iii) she/he is on an educational leave of absence up to two (2) years;
- (iv) she/he is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (v) she/he is on any period of unpaid leave of absence of less than four (4) weeks, except those referenced in (iv) above;
- (vi) she/he is laid off for less than twenty-six (26) weeks;
- (vii) she/he is on parenting leave;
- (viii) she/he is on a full-time union leave in accordance with clause 2408 (b).

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

2505 The seniority of a nurse will terminate if:

- (i) she/he resigns;
- (ii) she/he is discharged, and not reinstated under the grievance procedure;

- (iii) she/he is laid off for more than three (3) years;
- (iv) she/he fails to report for duty within seven (7) days after notification to do so subject to clause 2705;
- (v) she/he fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
- (vi) she/he is permanently assigned a position outside of the scope of the bargaining unit or she/he obtains a term position outside the bargaining unit which is greater than 54 weeks.

2506 If a nurse is retained beyond the probationary period, her/his seniority will date from the first day of employment with the Employer.

2507 The Employer shall once annually, by January 31st, provide the Union with a seniority listing of names of nurses within the scope of this Collective Agreement, together with the length of each nurse's continuous employment with the facility. Any alleged errors in the list will be reviewed by the Employer and confirmed errors will be corrected as soon as possible.

ARTICLE 26 -- TERMINATION OF EMPLOYMENT

2601

- (a) Four (4) weeks notice of intention to terminate employment, exclusive of any vacation due, shall be given in writing by the party initiating the termination except in the case of just cause for immediate dismissal.
- (b) Employment may be terminated with lesser notice by mutual agreement between the Employer and the nurse.

2602 The Employer may give equivalent pay in lieu of notice or deduct equivalent pay from the nurse's terminal pay when she/he fails to give the required notice.

2603 Each nurse shall receive all salary earned to the date of termination and pay in lieu of unused vacation within ten (10) working days following her/his effective termination date.

ARTICLE 27 -- LAYOFF AND RECALL

2701 When a reduction in the working force becomes necessary, the Employer will provide as much advance notice as possible to the Union. The Employer and the Union will meet to discuss the issues related to the reduction in the working force. Nurses will be laid off in reverse order of seniority within their occupational classification, subject only to more senior nurses being qualified and willing to perform the required work.

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

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

A nurse who is on layoff shall not be entitled to notice of layoff when she/he comes back to work for occasional additional shifts or works in a term position.

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

Notwithstanding clause 3402, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided she/he is qualified, competent and willing to perform the required work. The available shifts accepted by the nurse on layoff may equal the nurse's regular E.F.T.

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

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

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

$$\begin{array}{r}
 \text{Hours actually worked} \\
 \text{by the laid-off nurse} \\
 \text{-----} \\
 \text{Full-time Hours}
 \end{array}
 \times
 \begin{array}{r}
 \text{Entitlement of} \\
 \text{Full-time Nurse}
 \end{array}$$

(c) in the event the layoff is longer than twenty-six (26) weeks, seniority shall be calculated in accordance with regular hours worked,

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

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

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

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

2704 No new nurse will be hired when other nurses are on layoff except for reasons of a special skill requirement.

2705 Nurses shall be recalled in seniority order to available positions in equal or lower paid occupational classifications provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.

The nurses affected will contact the Director of Care 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 her/his employment terminated.

2706 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise her/his seniority rights, subject to her/his ability, performance and qualifications, to displace a nurse in a position of equal or lower occupational classification. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.

2707 Laid off nurses shall be entitled to apply for nursing job vacancies other than those to which they have recall rights. Copies of job postings will be sent to the President of the Local during the period when any nurses are on layoff.

2708 Accumulated vacation entitlement shall be paid out at time of layoff except where, prior to the date of layoff, a nurse has been awarded a term or permanent position which commences within four (4) weeks of date of layoff.

2709 Nurses who are absent from work due to a leave of absence for any reason shall be advised of layoff or deletion of their position, in writing to their last known address and in accordance with this Collective Agreement and shall be required to comply with all provisions of this Collective Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

ARTICLE 28 -- PROMOTION AND REASSIGNMENT

2801 A nurse receiving a promotion will commence at the greater of the minimum salary of the new position or one (1) increment step above her/his salary previous to the promotion.

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

2803 The first three (3) calendar months following a nurse's promotion shall be considered to be a trial period. During the first six (6) weeks of this trial period, the nurse may return to her/his former position at her/his request or be returned to her/his former position by the Employer. During the last six (6) weeks of this trial period, she/he may return to her/his former occupational classification at her/his request or be returned to her/his former occupational classification by the Employer.

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

2901 In all instances where the Employer considers that a nurse warrants disciplinary action, the Employer shall 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/member.

2902 If the action referred to in clause 2901 above results in a written warning, suspension, demotion or dismissal of a nurse, the Employer shall notify the nurse in writing of the action taken and the reasons either by registered mail or personal service.

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

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

2905 A nurse, accompanied by a Union representative if she/he so elects, shall be given every reasonable opportunity to examine any document which is placed in her/his personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against her/him, and her/his reply to any such document shall also be placed in her/his personnel file. Upon written request, the nurse shall also receive an exact copy of such document. The Employer agrees to remove and destroy any disciplinary documentation, from the personnel file of a nurse, upon written request from the nurse, after twenty (20) months, providing no similar incidents occur within that period. In the event an employee is laid off or on a leave of absence of one calendar month or more during the twenty (20) months immediately following the

discipline, the discipline record will extend the twenty (20) calendar month period by the length of the actual lay off or leave of absence.

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

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

ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS

3001 The Employer agrees to post notices of vacant, term or new positions (job posting) covered under this Collective Agreement for at least seven (7) days to enable nurses presently in the employ of the Employer to apply for same. Such job posting shall not preclude the Employer from advertising outside the Employer's premises. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) and the date of closing of the job posting. 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 employ of the Employer who have submitted a written application for the job posting.

Seniority shall be considered as the governing factor in vacancy selection, promotions, transfers and demotions provided that all other selection criteria are equal. 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 occupational classification to another.

3003 Each nurse who applies in writing, including email or fax applications, for a job posting will be notified in writing of the disposition of her/his application. The name of the successful applicant and the position awarded will be posted on the bulletin board for a period of seven (7) calendar days with a copy of this information forwarded to the Union.

3004 The applicant selected for a job posting shall, within two (2) weeks of the selection being made, receive written confirmation regarding starting date and starting salary.

3005 Term Position:

- (a) A term position is 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, 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 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) 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.
- (c) The maximum duration specified in clause 3005(a) for term positions shall not apply in situations where a nurse is absent indefinitely due to Workers Compensation and/or illness and/or accident or where there is a temporary vacancy due to leave for Public Office. In these cases, the Employer shall state on the job posting that the said term position is an "Indefinite Term" which will expire subject to a minimum of twenty-four (24) hours notice. The "Indefinite Term" will expire upon either the return to work or termination of employment of the nurse on leave. Any term positions directly resulting from the above procedure will be posted in the same manner.
- (d) In case a nurse on maternity or parental leave wants to exercise her/his right to return from such leave earlier than anticipated, having given appropriate notice as per clause 2407(g), the Employer shall state on the job posting that the said term position 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.
- (e) The terms of this Collective Agreement shall be applicable to the nurse in 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.
- (f) On expiry of the term position, the nurse:
 - (i) newly hired from outside the Facility, or a casual nurse from within the facility, shall be entitled to exercise her/his seniority rights to obtain any vacant position for which she/he is qualified, without interruption of seniority or benefits provided the nurse has applied for and has been awarded the position within four (4) weeks of the expiry of the term position and the position commences within six (6) weeks of the expiry of the term position.

- (ii) who was employed by the Employer immediately prior to accepting the term position shall return to her/his former position if reasonably possible. A nurse not returned to her/his former position shall be returned to her/his former occupational classification and employment status.

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 bi- annually. Upon request, the nurse shall receive an exact copy of the appraisal.

3202 The nurse shall have an opportunity to read and discuss such document with the Employer.

3203 The nurse's signature on such document only signifies that the contents of the document have been read by the nurse, and discussed with her/him.

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

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

3301 In recognition of the fact that during the performance of their duties nurses may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for same in accordance with Facility policy.

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

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

3402 Part-time nurses who make known to the Employer that they wish to work occasional additional shifts, shall be given preference and first opportunity for such shifts unless this would put the part time nurse in an overtime position.

3403 A part-time nurse called back to work hours in excess of a shift (as defined in 1404) in any one (1) day shall be paid at overtime rates of pay with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

3404

(a) Vacation pay shall be calculated as follows:

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

(b) Part-time nurses shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time nurse and shall be paid her/his earned vacation pay proportionately during each week of scheduled vacation.

3405 Income protection credits shall be determined on a percentage basis of hours actually worked at regular rate of pay as compared to full-time hours, in accordance with the following formula:

$$\frac{\text{Number of Hours Actually Worked At Regular rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of}$$

Full-time Hours

Full-time Nurses

3406 Part-time nurses will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) within each bi-weekly pay period.

3407 Seniority accumulated by a part-time nurse up to December 31, 1979 shall be retained; and effective from January 1, 1980 seniority will be calculated in accordance with regular hours worked.

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES

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

3502 Casual nurses will receive vacation pay at the rate of six percent (6%) of the hours worked in a bi-weekly pay period.

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

A casual nurse shall receive increments (calculated from the date of her/his last increment, or the nurse's start date as the case may be) on the basis of one (1) increment for each 2080 hours worked. Where a full-time or part-time nurse elects to change her/his employment status to casual, she/he will receive the salary of the occupational classification into which she/he is assigned and at the same increment level that had been attained while working as a full-time or part-time nurse.

3504 Casual nurses will be entitled to:

- (a) compensation for overtime worked in accordance with Article 16;
- (b) shift premium and weekend premium outlined in Article 17;
- (c) Responsibility Pay premium outlined in Article 19;
- (d) transportation allowance outlined in Article 20;
- (e) the rights outlined in clauses 2905, 2906, 2907;
- (f) the Employer Sponsored Educational Allowance in 2406(c);
- (g) Legal and Investigative Proceedings in Article 2411.

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

3506 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 5.

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

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

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

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

For the purpose of application for posted full-time and part-time postings, casual nurses are deemed to be in the employ of the Employer.

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

The terms of this Collective Agreement shall be applicable to the non-registered/non-licensed/graduate pending license nurse except as follows:

3601 Termination:

- (a) In accordance with the Registered Nurses Act or the Registered Psychiatric Nurses Act or the relevant regulations to those Acts, failure of the Graduate Nurse or Graduate Psychiatric Nurse to successfully complete the examination required for registration within a twelve (12) month period will be deemed to be just cause for termination.

- (b) Failure of the Graduate Practical Nurse to successfully complete the examination required for licensure within an eighteen (18) month period, or as amended in the regulations of the Licensed Practical Nurses Act will be deemed to be just cause for termination.

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

- (a) Starting salary of the newly graduated Graduate Nurse, Graduate Practical Nurse or Graduate Psychiatric Nurse awaiting initial registration as a Registered Nurse, Licensed Practical Nurse or Registered Psychiatric Nurse shall be discounted by eight percent (8%) until such time as registration/license is achieved.
- (b) The anniversary date of a newly graduated Graduate Nurse or Graduate Psychiatric Nurse who obtains registration within one (1) year of commencing employment shall be the date of her/his commencement of employment.
- (c) The anniversary date of a newly graduated Graduate Practical Nurse who obtains her/his 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 her/his commencement of employment.

3603 Out of Province Nurses:

- (a) A person in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory whose name appears on the Graduate Nurse or Graduate Psychiatric Nurse register may commence employment at the Registered Nurse/ Registered Psychiatric Nurse rate and upon providing proof of registration in Manitoba not later than six (6) months following commencement of her/his employment, shall receive recognition of previous experience as specified in clause 3803, retroactive to the date of his/her employment.
- (b) When registration of a nurse in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory is obtained later than six (6) months but before one (1) year the anniversary date shall be the date on which registration is obtained.
- (c) A person in good standing as a Licensed Practical Nurse in another province, country or territory whose name appears on the Graduate Practical Nurse register may commence employment at the LPN start rate and upon providing proof of registration in Manitoba not later than six (6) months following commencement of her/his employment, shall receive recognition of previous experience as specified in clause 3803, retroactive to the date of his/her employment.

- (d) When registration of a nurse in good standing as a Licensed Practical Nurse in another province, country or territory is obtained later than six (6) months but before one (1) year the anniversary date shall be the date on which registration is obtained.

ARTICLE 37 -- HEALTH PROGRAM

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

Notwithstanding clause 3701, the parties agree that the cost of pre-employment physical examinations is to be borne by the nurse. It is further agreed that if a prospective employee has had a physical examination within four (4) months of beginning employment, she/he shall not be required to have it repeated.

3702 With the approval of the Employer, a nurse may choose to be examined by a physician of her/his own choice, at her/his own expense, as long as the Employer receives a statement as to the fitness of the nurse from the physician.

3703 Time off for medical/dental examinations and/or treatments may be granted and if granted such time off shall be chargeable against accumulated income protection credits.

ARTICLE 38 -- SALARIES AND INCREMENTS

3801 Nurses shall be paid in accordance with the Appendix "A" – Salary Schedule attached hereto and forming part of this Collective Agreement.

3802

- (a) "Basic Salary" or "Basic Pay" shall mean the rates of pay shown in Appendix "A"
- (b) "Regular Salary" or "Regular Pay" shall mean the rates of pay shown in Appendix "A" and Appendix "B"

3803

- (a) The Employer shall recognize previous geriatric or related nursing experience applicable to the position applied for on the basis of equivalent full-time experience as specified hereinafter:

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

- (b) The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous geriatric or medical experience as a Licensed Practical Nurse shall commence at the RN/RPN start rate specified in Appendix A, and after not more than three (3) months from the date of commencement of her/his employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with her/him, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

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

3804 Starting salaries are to be regarded as minimum and shall not prevent the Employer from granting a higher starting salary to any nurse, when in the judgement of the Employer, additional experience or other qualifications so warrant it.

3805 Increments as specified in Appendix "A" shall be granted annually on the anniversary date of the nurse's employment, or on the otherwise presently recorded increment date, the latter of which shall take precedence; however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the nurse, withhold an annual increment.

3806 If a nurse takes an unpaid leave of absence, the annual date on which she/he will be paid an increment will be delayed for one (1) month for every full month she/he is on leave of absence.

3807 The Employer will inform the Union of any new occupational classifications created which come under the scope of this Collective Agreement but do not fall within the terms of Appendix "A" and Appendix "C" and the Union may enter into negotiations on the salary scale for such new occupational classifications by so informing the Employer within ten (10) days of receiving notice of the creation of a new occupational classification. In the event the parties are unable to reach agreement on the basic salary, the matter shall be referred to Arbitration as set forth in Article 13 herein.

3808 Salary increases will not be delayed for education leave for periods of up to one (1) year.

3809 Retroactivity

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

Upon written application to the Employer within sixty (60) days of ratification of the Collective Agreement, nurses who have terminated employment with the Employer shall be entitled to retroactive pay.

ARTICLE 39 -- EMPLOYEE BENEFIT PROGRAM

3901 The Employer and the Union agree that the pension plan known as the "Extendicare (Canada) Inc. Registered Pension Plan" registered in the province of Manitoba, registration number M-66391, will remain in effect for the duration of this Collective Agreement.

Effective September 5, 2011, the matching contribution rates for the nurses and the Employer shall be 5.5% of gross basic earnings up to the Canada Pension Plan Yearly Maximum Pensionable Earnings (YMPE) and 7.0% of gross basic earnings over the YMPE.

Effective April 1, 2012 the matching contribution rates for the nurses and the Employer shall be 5.9% of gross basic earnings up to the Canada Pension Plan Yearly Maximum Pensionable Earnings (YMPE) and 7.4% of gross basic earnings over the YMPE.

Effective April 1, 2013 the matching contribution rates for the nurses and the Employer shall be 6.1% of gross basic earnings up to the Canada Pension Plan Yearly Maximum Pensionable Earnings (YMPE) and 7.6% of gross basic earnings over the YMPE.

3902

- (a) The Union and the Employer agree to continue the HEBP Disability & Rehabilitation Plan as the long term disability Plan (LTD Plan).
- (b) The Employer will pay the entire premium to a maximum of 2.3%.
- (c) Eligible full-time and part-time nurses who work greater than fifteen (15) hours per week on average and who have completed three (3) months of continuous employment shall join the LTD Plan.
- (d) The elimination period is 119 calendar days; the maximum benefit payable will be as stipulated in the LTD Plan.

3903 The Employer and the Union agree to continue the HEBP - Dental Plan on a 50-50 cost shared basis.

3904 The Employer and the Union agree to continue the HEBP Healthcare Plan. Nurses shall pay 50% of the cost of the premiums in accordance with the terms of the Plan. The Healthcare Plan shall include the Health Spending Account which is 100% Employer paid.

3905 A Health Spending Account (HSA) which is 100% Employer paid shall be made available for eligible nurses. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP Healthcare Plan and the HEBP Dental Plan.

The annual HSA benefit amounts shall be:

- \$500.00 for full-time nurses
- \$250.00 for part-time nurses

For the purpose of the HSA, a nurse is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether a nurse qualifies for the full-time benefit.

A “year” or “the annual HSA benefit” is defined as the calendar year – January 1st to December 31st.

In order to be eligible for the HSA, a nurse must be enrolled in the HEBP Healthcare Plan.

Nurses hired on or after April 1, 2010 who become enrolled in the HEBP Healthcare Plan will commence HSA coverage following one (1) year participation in the HEBP Healthcare Plan.

Unutilized HSA monies are not carried over to the subsequent year.

3906

- (a) Participation in the benefits plans is subject to the provisions of the individual benefit plan.
- (b) Any problems with regard to the insurer(s) acknowledging or honouring any claim(s) is a matter between the nurse and the insurer. The Employer has no liability to honour claim(s) rejected by the insurer(s).

ARTICLE 40 -- STAFF DEVELOPMENT

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

4002 The Employer shall provide, on a continuing basis, and during the normal hours of work, a program of inservice education for nurses.

4003 The Employer shall provide access to such reference materials as is required in relation to maintaining up to date knowledge of geriatric care.

ARTICLE 41 -- OVERPAYMENTS

4101 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Collective 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 twelve (12) 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 salary calculated as (monthly salary x 12) ÷ annual hours. Annual hours = 2080

Monthly salaries include the addition of 2% Long Service Step

November 01, 2013 2%	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Licensed	50773.378	52434.639	54074.277	56067.784	57895.198	59935.639	62070.020	63311.420
Practical Nurse	4231.115	4369.553	4506.190	4672.315	4824.600	4994.637	5172.502	5275.952
	24.410	25.209	25.997	26.956	27.834	28.815	29.841	30.438
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Registered Nurse	66327.933	68642.853	70965.025	73384.704	75750.213	78195.172	80721.291	82335.716
Registered	5527.328	5720.238	5913.752	6115.392	6312.518	6516.264	6726.774	6861.310
Psychiatric Nurse	31.888	33.001	34.118	35.281	36.418	37.594	38.808	39.584
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
RN/RPN	67654.491	70015.710	72384.325	74852.398	77265.217	79759.075	82335.716	
20 Year Long Service	5637.874	5834.642	6032.027	6237.700	6438.768	6646.590	6861.310	
	32.526	33.661	34.800	35.987	37.147	38.346	39.584	
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Nursing	71718.313	73608.388	75535.727	77981.260	80150.929	82331.786	84598.373	86290.340
Coordinator	5976.526	6134.032	6294.644	6498.438	6679.244	6860.982	7049.864	7190.862
	34.480	35.389	36.315	37.491	38.534	39.583	40.672	41.486
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
Nursing	73152.679	75080.556	77046.441	79540.886	81753.948	83978.422	86290.340	
Coordinator	6096.057	6256.713	6420.537	6628.407	6812.829	6998.202	7190.862	
20 Year Long Service	35.170	36.096	37.042	38.241	39.305	40.374	41.486	

APPENDIX "A" -- SALARIES

Hourly salary calculated as (monthly salary x 12) ÷ annual hours. Annual hours = 2080

Monthly salaries include the addition of 2% Long Service Step

November 01, 2014 2%	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Licensed	51788.845	53483.332	55155.762	57189.140	59053.102	61134.352	63311.420	64577.649
Practical Nurse	4315.737	4456.944	4596.314	4765.762	4921.092	5094.529	5275.952	5381.471
	24.898	25.713	26.517	27.495	28.391	29.392	30.438	31.047
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Registered Nurse	67654.491	70015.710	72384.325	74852.398	77265.217	79759.075	82335.716	83982.431
Registered	5637.874	5834.642	6032.027	6237.700	6438.768	6646.590	6861.310	6998.536
Psychiatric Nurse	32.526	33.661	34.800	35.987	37.147	38.346	39.584	40.376
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
RN/RPN	69007.581	71416.024	73832.012	76349.446	78810.521	81354.257	83982.431	
20 YEAR LONG SERVICE	5750.632	5951.335	6152.668	6362.454	6567.543	6779.521	6998.536	
	33.177	34.335	35.496	36.706	37.890	39.113	40.376	
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Nursing Coordinator	73152.679	75080.556	77046.441	79540.886	81753.948	83978.422	86290.340	88016.147
	6096.057	6256.713	6420.537	6628.407	6812.829	6998.202	7190.862	7334.679
	35.170	36.096	37.042	38.241	39.305	40.374	41.486	42.315
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
Nursing Coordinator	74615.733	76582.167	78587.370	81131.703	83389.027	85657.991	88016.147	
20 Year Long Service	6217.978	6381.847	6548.947	6760.975	6949.086	7138.166	7334.679	
	35.873	36.818	37.782	39.006	40.091	41.182	42.315	

APPENDIX "A" -- SALARIES

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Monthly salaries include the addition of 2% Long Service Step

May 01, 2015 1.1%	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Licensed	52358.523	54071.649	55762.475	57818.220	59702.686	61806.830	64007.846	65288.003
Practical Nurse	4363.210	4505.971	4646.873	4818.185	4975.224	5150.569	5333.987	5440.667
	25.172	25.996	26.809	27.797	28.703	29.715	30.773	31.388
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Registered Nurse	68398.691	70785.882	73180.553	75675.775	78115.134	80636.425	83241.409	84906.238
Registered	5699.891	5898.824	6098.379	6306.315	6509.595	6719.702	6936.784	7075.520
Psychiatric Nurse	32.884	34.032	35.183	36.383	37.555	38.768	40.020	40.820
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
RN/RPN	69766.664	72201.600	74644.164	77189.290	79677.437	82249.153	84906.238	
20 Year Long Service	5813.889	6016.800	6220.347	6432.441	6639.786	6854.096	7075.520	
	33.542	34.712	35.887	37.110	38.306	39.543	40.820	
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
NURSING	73957.359	75906.442	77893.952	80415.835	82653.241	84902.185	87239.534	88984.325
Coordinator	6163.113	6325.537	6491.163	6701.320	6887.770	7075.182	7269.961	7415.360
	35.556	36.493	37.449	38.661	39.737	40.818	41.942	42.781
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
Nursing	75436.506	77424.571	79451.831	82024.152	84306.306	86600.228	88984.325	
Coordinator	6286.375	6452.048	6620.986	6835.346	7025.526	7216.686	7415.360	
20 Year Long Service	36.268	37.223	38.198	39.435	40.532	41.635	42.781	

APPENDIX "A" -- SALARIES

Hourly salary calculated as (monthly salary x 12) ÷ annual hours. Annual hours = 2080

Monthly salaries include the addition of 2% Long Service Step

November 01, 2015 2%	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Licensed	53405.693	55153.082	56877.725	58974.585	60896.740	63042.966	65288.003	66593.763
Practical Nurse	4450.474	4596.090	4739.810	4914.549	5074.728	5253.581	5440.667	5549.480
	25.676	26.516	27.345	28.353	29.277	30.309	31.388	32.016
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Registered Nurse	69766.664	72201.600	74644.164	77189.290	79677.437	82249.153	84906.238	86604.362
Registered	5813.889	6016.800	6220.347	6432.441	6639.786	6854.096	7075.520	7217.030
Psychiatric Nurse	33.542	34.712	35.887	37.110	38.306	39.543	40.820	41.637
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
RN/RPN	71161.998	73645.632	76137.047	78733.076	81270.986	83894.136	86604.362	
20 Year Long Service	5930.166	6137.136	6344.754	6561.090	6772.582	6991.178	7217.030	
	34.212	35.407	36.604	37.852	39.073	40.334	41.637	
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Nursing	75436.506	77424.571	79451.831	82024.152	84306.306	86600.228	88984.325	90764.011
Coordinator	6286.375	6452.048	6620.986	6835.346	7025.526	7216.686	7415.360	7563.668
	36.268	37.223	38.198	39.435	40.532	41.635	42.781	43.637
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
Nursing	76945.236	78973.062	81040.868	83664.635	85992.432	88332.233	90764.011	
Coordinator	6412.103	6581.089	6753.406	6972.053	7166.036	7361.019	7563.668	
20 YEAR LONG SERVICE	36.993	37.968	38.962	40.223	41.343	42.467	43.637	

APPENDIX "A" -- SALARIES

Hourly salary calculated as (monthly salary x 12) ÷ annual hours. Annual hours = 2080

Monthly salaries include the addition of 2% Long Service Step

November 01, 2016 2%	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Licensed	54473.807	56256.143	58015.279	60154.077	62114.675	64303.826	66593.763	67925.638
Practical Nurse	4539.484	4688.012	4834.607	5012.840	5176.223	5358.652	5549.480	5660.470
	26.189	27.046	27.892	28.920	29.863	30.915	32.016	32.657
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Registered Nurse	71161.998	73645.632	76137.047	78733.076	81270.986	83894.136	86604.362	88336.450
Registered	5930.166	6137.136	6344.754	6561.090	6772.582	6991.178	7217.030	7361.371
Psychiatric Nurse	34.212	35.407	36.604	37.852	39.073	40.334	41.637	42.469
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
RN/RPN	72585.238	75118.545	77659.788	80307.737	82896.406	85572.019	88336.450	
20 Year Long Service	6048.770	6259.879	6471.649	6692.311	6908.034	7131.002	7361.371	
	34.897	36.115	37.336	38.609	39.854	41.140	42.469	
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Nursing	76945.236	78973.062	81040.868	83664.635	85992.432	88332.233	90764.011	92579.292
Coordinator	6412.103	6581.089	6753.406	6972.053	7166.036	7361.019	7563.668	7714.941
	36.993	37.968	38.962	40.223	41.343	42.467	43.637	44.509
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
Nursing	78484.141	80552.523	82661.685	85337.928	87712.281	90098.878	92579.292	
Coordinator	6540.345	6712.710	6888.474	7111.494	7309.357	7508.240	7714.941	
20 Year Long Service	37.733	38.727	39.741	41.028	42.169	43.317	44.509	

APPENDIX "A" -- SALARIES

Hourly salary calculated as (monthly salary x 12) ÷ annual hours. Annual hours = 2080
 Monthly salaries include the addition of 2% Long Service Step

May 01, 2017 1%	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Licensed	55018.545	56818.705	58595.432	60755.617	62735.822	64946.864	67259.701	68604.895
Practical Nurse	4584.879	4734.892	4882.953	5062.968	5227.985	5412.239	5604.975	5717.075
	26.451	27.317	28.171	29.209	30.161	31.224	32.336	32.983
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Registered Nurse	71873.618	74382.088	76898.418	79520.407	82083.696	84733.078	87470.406	89219.814
Registered	5989.468	6198.507	6408.201	6626.701	6840.308	7061.090	7289.200	7434.985
Psychiatric Nurse	34.555	35.761	36.970	38.231	39.463	40.737	42.053	42.894
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
RN/RPN	73311.090	75869.730	78436.386	81110.815	83725.370	86427.739	89219.814	
20 Year Long Service	6109.258	6322.478	6536.365	6759.235	6977.114	7202.312	7434.985	
	35.246	36.476	37.710	38.996	40.253	41.552	42.894	
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	20 Year
Nursing	77714.688	79762.793	81851.276	84501.281	86852.357	89215.555	91671.651	93505.084
Coordinator	6476.224	6646.899	6820.940	7041.773	7237.696	7434.630	7639.304	7792.090
	37.363	38.347	39.352	40.626	41.756	42.892	44.073	44.954
	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
Nursing	79268.982	81358.049	83488.302	86191.307	88589.404	90999.866	93505.084	
Coordinator	6605.749	6779.837	6957.358	7182.609	7382.450	7583.322	7792.090	
20 Year Long Service	38.110	39.114	40.139	41.438	42.591	43.750	44.954	

Note: After December 1, 2012, any nurse who attains 20 years of service with the employer (as defined in Clause 2105) but is not on the top step of their current classification scale due to reclassification (LPN to RN/RPN) or promotion, will be moved to the exact same step of the “20 Year Scale” for their current classification (i.e. Step 4 to Step 4). Increments will apply as per the normal terms of the collective agreement.

After December 1, 2012, any nurse who has attained 20 years of service with the employer (as defined in Clause 2105) and who is at the 20 year step of their classification and who subsequently upgrades their skills (LPN to RN/RPN) or is promoted, will have the appropriate terms of the collective agreement applied for the purpose of setting basic salary in the new classification. The nurse will then be moved to the exact same step on the “20 Year Scale” for the new classification (i.e. Step 4 to Step 4). Increments will apply as per the normal terms of the collective agreement.

APPENDIX "B" -- ACADEMIC ALLOWANCES

B. 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 or a certificate in gerontological nursing, or the Nursing Unit Administration Course, or a Registered Nurse with a Registered Psychiatric Nurse Diploma, or the Adult Education 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 preparation is relevant to the position held by the nurse or a position to which a nurse may be promoted or transferred within Extendicare (Canada) Inc.

\$0.29 per hour for all paid hours

(b) For a Baccalaureate Degree in Nursing, 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:

\$0.58 per hour for all paid hours.

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

Registered Nurse/Registered Psychiatric Nurse:	A Registered Nurse or a Registered Psychiatric Nurse employed in a general duty position.
Nursing Coordinator:	A nurse who is responsible for the nursing activities and staff on a floor/unit on a twenty-four (24) hour basis and who may be assigned the responsibility for the facility in the absence of the Director of Care and Assistant Director of Care; or a nurse permanently responsible for the Nursing Home on evenings or nights; Staff Development Coordinator.
LPN:	A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.

APPENDIX "D" -- DEFINITION OF FAMILY MEMBER FOR COMPASSIONATE CARE LEAVE

Consistent with clause 2414(e), the following will be eligible family members for Compassionate Care Leave:

Family members

You can receive compassionate care benefits to care for your:	Or to care for the following family members of your spouse or common-law partner
Child	Child
Wife/husband or common-law partner	
Father or mother	Father or mother either married or common-law
Father's wife or mother's husband	
The common-law partner of your father or mother	
Brothers or sisters and stepbrothers and stepsisters	Brothers or sisters and stepbrothers and stepsisters
Grandparents and step grandparents	Grandparents
Grandchildren and their spouse or common-law partner	Grandchildren
Son-in-law and daughter-in-law, either married or common-law	Son-in-law and daughter-in-law, either married or common-law
Father-in-law and mother-in-law, either married or common-law	
Brother-in-law and sister-in-law, either married or common-law	
Uncle and aunt and their spouse or common-law partner	Uncle and aunt
Nephew and niece and their spouse or common-law partner	Nephew and niece
Current or former foster parents	Current or former foster parents
Current or former foster children and their spouse or common-law partner	
Current or former wards	Current or former wards
Current or former guardians or tutors and their spouse or common-law partner	

A nurse can also take Compassionate Care leave to care for a gravely ill person who considers the nurse like a family member. For instance a close friend or neighbour.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
EXTENDICARE (CANADA) INC.
AND
OAKVIEW TUXEDO NURSES LOCAL 8 OF THE
MANITOBA NURSES' UNION**

Re: Date of Ratification

The ratification date of the current Collective Agreement occurred on July 2, 2015.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
EXTENDICARE (CANADA) INC.
AND
OAKVIEW TUXEDO NURSES LOCAL 8 OF THE
MANITOBA NURSES' UNION**

Re: Employment Security

1. Should the Employer plan to alter the delivery of health care and/or reduce the current complement of nurses, it will notify the Union in writing at least ninety (90) days in advance.
2. In the event of planned employee reductions, the Union and the Employer will meet within twenty (20) days of the above date to examine the issue.
3. Should the Employer decide to proceed with the reduction of nurses, it will meet with the Union within five (5) days to develop the process for the reductions.
4. The principle of attrition in the process will be examined by the Employer and the Union.
5. Where reductions cannot be dealt with through attrition, clause 2706 shall apply. Should the nurse choose to not exercise seniority rights under clause 2706, then Layoff in accordance with Article 27 shall apply.
6. In the event of #5 above occurring or in the event of the closure of the facility, the Employer and the Union will jointly investigate opportunities for the funding of retraining and redeployment of affected nurses.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
EXTENDICARE (CANADA) INC.
AND
OAKVIEW TUXEDO NURSES LOCAL 8 OF THE
MANITOBA NURSES' UNION**

Re: Provisions for Part-time Nurses Occupying More Than One Position Within a Facility.

For the term of the Collective Agreement expiring October 31, 2013, the Employer and the Union agree to the following terms for a part-time nurse occupying more than one (1) position within a Facility:

- (a) Part-time nurses shall be eligible to apply for and be awarded more than one (1) part-time position within the Facility. Where it is determined that it is not feasible for the nurse to work in more than one (1) position, the nurse will have the option of assuming the position applied for and relinquishing their former position. If approved, it is understood that at no time will arrangements arising under this Memorandum be considered in violation of the Collective Agreement.
- (b) At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. However, it is agreed that daily hours within the positions may be scheduled to a maximum of twelve (12) hours in any one day, at the nurse's regular rate of pay, with mutual agreement between the Employer, the nurse and the Union. Notwithstanding the above, it is understood that a nurse who works more than the normal full-time hours in two (2) consecutive bi-weekly periods shall be compensated for the excess hours in accordance with Article 16.
- (c) Where the sum of the positions occupied equals one (1.0) EFT, the status of the nurse will continue to be part-time (i.e., her/his status will not be converted to full-time), and the provisions of Article 34 will apply based on the total of all active positions occupied, unless specified in this clause.
- (d) All salary-based benefits, i.e., pension and LTD, as applicable, shall be administered pursuant to the Collective Agreement on the basis of the total of all positions occupied.
- (e) All accrued benefits, i.e., vacation and income protection credits, shall be maintained and utilized on the basis of the total of all positions occupied.
- (f) Requests for scheduling of vacation shall be submitted to the Director of Care (or designate) and the said requests will be considered by the Director of Care (or designate) in accordance with the provisions of clause 2106

based upon the nurse's seniority within each nursing unit/department where her positions are regularly scheduled.

- (g) Requests for unpaid or paid leaves of absence shall be submitted to the Director of Care (or designate) and shall be considered by the Director of Care (or designate) in accordance with the appropriate provisions of the Collective Agreement.
- (h) A nurse may hold more than one (1) position only within the same occupational classification.
- (i) Where a part-time nurse is later found to be unable to fulfill the commitment and responsibilities of the position(s), the affected nurse may be required by the Employer to or may, herself, relinquish one (1) of the positions occupied without any recourse to layoff provisions of the Collective Agreement. In any event, the nurse will be given or will give two (2) weeks written notice to relinquish the position.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
EXTENDICARE (CANADA) INC.
AND
OAKVIEW TUXEDO NURSES LOCAL 8 OF THE
MANITOBA NURSES' UNION**

Re: Agency Nurses

The Employer commits to making reasonable efforts to minimize the use of nurses employed by outside agencies (“agency nurses”) to fill occasional available straight time shifts in accordance with the following.

The Employer affirms its commitment that straight time shifts, including those which result from unfilled vacant, term or new positions, will be offered first to facility nurses in accordance with the provisions of the Collective Agreement. When nurses at the facility are not available at straight time, the facility may resort to seeking assistance from outside agencies.

At the request of the Union, the Employer further agrees to meet with the Union on a quarterly basis to review trends and data (number of agency nurses used, reasons for use and process management used to attempt to obtain facility nurses) and explore alternatives to minimize the use of agency nurses to the greatest degree possible in respect of straight time shifts.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
EXTENDICARE (CANADA) INC.
AND
OAKVIEW TUXEDO NURSES LOCAL 8 OF THE
MANITOBA NURSES' UNION**

Re: Portability Provisions for Nurses Employed with Extendicare in Manitoba

A nurse who is/was employed with Extendicare in Manitoba and who has successfully completed her/his probationary period and is awarded a position with another Extendicare home and commences employment at the receiving home within three (3) weeks of termination of employment will be entitled to portability of benefits as specified below:

1. Accumulated income protection credits to the maximum allowed under the receiving Collective Agreement;
2. Length of employment for determination of her/his vacation accrual rate under the receiving Collective Agreement. Vacation will be paid at the sending facility.
3. Anniversary date of employment for determination of her/his next increment under the receiving Collective Agreement;
4. Enrolment in a benefit plan(s) subject to the terms of the given benefit plan under the receiving Collective Agreement;
5. Seniority credit subject to the receiving Collective Agreement;
6. Recognition of having successfully completed her/his probationary period under the sending Collective Agreement;
7. Repayment of Maternity Leave Top-up;
8. Length of employment applicable to pre-retirement leave.

It shall be the responsibility of the nurse to submit a written request to the sending Extendicare Employer for a statement of the foregoing items within 30 days of termination of her/his employment and request that the statement be sent to the receiving Extendicare Employer, otherwise she/he shall not be entitled to the foregoing.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
EXTENDICARE (CANADA) INC.
AND
OAKVIEW TUXEDO NURSES LOCAL 8 OF THE
MANITOBA NURSES' UNION**

Re: Independent Assessment Committee (IAC) Chairpersons

For the term of the Collective Agreement expiring October 31, 2017, the Employer and the Union agree to the following roster of Independent Assessment Committee (IAC) Chairpersons in consideration of clause 1104.

- Nancy Brown
- Judy Kaprowy
- Yvonne Oxeer
- Jan Currie
- Brenda Lesyk
- Laverne Sturtevant

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.