

# ***COLLECTIVE AGREEMENT***

BETWEEN

ROD MCGILLIVARY MEMORIAL CARE HOME

AND

MANITOBA NURSES UNION – OPASKWAYAK NURSES LOCAL 150

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March 13, 2022 to March 12, 2026



A COMMITMENT TO CARING

**THIS AGREEMENT made between:**

**ROD MCGILLIVARY MEMORIAL CARE HOME  
(hereinafter called the “Employer” and/or “Care Home”)  
IN THE FIRST PART**

**and**

**MANITOBA NURSES UNION - OPASKWAYAK NURSES LOCAL 150  
(hereinafter called the “Union”)  
IN THE SECOND PART**

## **PREAMBLE**

WHEREAS it is the desire of both parties to this agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Rod McGillivary Personal Care Home; and to maintain harmonious relationships between the Care Home 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 Care Home and the Union have agreed to enter into a Collective Agreement containing terms and conditions of employment of the nurses as herein set forth;

WHEREAS, the Care Home 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 Care Home will comply with their responsibilities in accordance with Section 2(2) of The Workplace Safety and Health Act.

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

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

**101** The Care Home recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-6941.

## ARTICLE 2 - DURATION

**201** This Collective Agreement shall be in full force and effect from the 13<sup>th</sup> day of March, 2022, up to and including the 12<sup>th</sup> day of March, 2026.

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

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

## ARTICLE 3 - DEFINITIONS

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

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

- (a) A "full-time nurse" is one who works the full prescribed hours of work specified in Article 14.
- (b) A "part-time nurse" is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14.
- (c) A "casual nurse" is one called in occasionally by the Care Home to replace a full-time or part-time nurse or to supplement regular staff coverage in situations of unforeseen staff shortage.

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

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

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

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

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

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

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

**310** **Definition of Continuous Service/Length of Employment**

“Length of Employment” shall mean the period of time since 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 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 seniority reverts to zero. 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 sole right of the Care Home, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of patient care; the right to direct the work of its nurses; the right to hire, classify, assign to nursing positions and promote; the right to determine job content and the number of nurses in a nursing unit; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

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

## **ARTICLE 5 - UNION SECURITY AND REPRESENTATION**

**501** The Care Home agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. Such letter shall include any dues exemptions. The Care Home shall forward such dues to the Manitoba Nurses' Union by the 15<sup>th</sup> day of the following month together with a list of the names of nurses from the facility for whom deductions have been made and a list of the names of all nurses newly hired/terminated/on leave of absence for a period of four (4) weeks or longer. Electronic copies of the lists will be provided.

Annually, by January 31<sup>st</sup> of each year upon written request, a list including the name, address and telephone number of each nurse currently in the bargaining unit shall be sent to the Union. This information may only be used by the Union for the purpose of communicating with its members.

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

The Care Home also agrees to deduct once annually the amount of any special general assessment made by the Union. The Union shall notify the Care Home, 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 Care Home agrees to deduct union dues and the amount of any special general assessment in arrears upon receiving written authorization from the Union, and the Union agrees that all nurses to which the foregoing applies shall be given advance notice of the requested adjustment; and the Union further agrees to make refunds to nurses in the event of an over deduction of dues.

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

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

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

**506** The Union shall provide the Care Home with a list of officers and nurse representatives of the Union, and shall provide the Care Home with a revised list within four (4) weeks of any changes made.

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

**508** If required in relation to the renewal of this Agreement or any new Agreement which may be negotiated as herein provided, nurse representatives or officers of the Union shall be granted time off duty, without loss of pay, to participate in negotiations in which both the Care Home and the Union are represented, subject to two (2) nurse representatives or officers of the Union.

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

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

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

**512** A representative of the Union shall be granted not less than thirty (30) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period.

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

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

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

Agreement from striking. The Care Home agrees that for the duration of this Agreement, there shall be no lockout.

## **ARTICLE 7 - NON DISCRIMINATION**

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

Subject to Article 30 and specifically Article 3003; it is recognized that the Care Home can apply hiring preferences in favour of Opaskwayak Cree Nation members and/or members of other First Nations.

**702** The Care Home and the Union agree that no form of workplace harassment, sexual harassment, disruptive workplace conflict, disrespectful behavior or violence, shall be condoned in the workplace. It is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Care Home and the Union except where disclosure is required by law.

## **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 Care Home agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety and personal protective equipment where required and install safety devices where necessary.

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

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

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

Any nurse who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Care Home shall notify the Union within 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.

The Care Home maintains a policy of zero tolerance of resident abuse. This Agreement shall be subject to this policy. The Care Home shall further support a Respectful Workplace policy and a policy of zero tolerance for staff abuse, and will take appropriate measures in furtherance to same. Such policy shall address the issue of communication strategies, which will include signage. Where there is a conflict between residents and staff, the Care Home shall investigate and be guided by the facts of each situation, but may take such interim measures as it sees fit. The Care Home's policy shall include a commitment to conclude the investigation as quickly as is reasonably possible and that the investigation process itself will be conducted in an impartial manner.

**7A05** At the request of a nurse, the Care Home shall provide, at no cost to the nurse, vaccination(s) and/or immunization(s) for occupational illness(es) in accordance with the Canadian Immunization Guide from the Laboratory Centre for Disease for Health Canada.

All reasonable efforts shall be made to provide immunizations to the nurses onsite at the Care Home.

**7A06** Rehabilitation and Return to Work Program

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

**7A07** Whistle Blowing Protection - Nurses who exercise their rights in accordance with the Public Interest Disclosure Act shall not be subject to discipline or reprisal.

**7A08** Basic pay or equivalent time off with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Workplace Safety & Health Committee or to perform such other duties as may be specified in the Workplace Safety & Health Act or prescribed by regulation.

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

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

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

## **ARTICLE 8 - TECHNOLOGICAL CHANGE**

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

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

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

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

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

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

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

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

### **1001** Emergency

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

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

In the event of the declaration of an emergency, written confirmation of same will be given to the President of the Local.

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

(b) Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Care Home and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 16 shall apply to overtime hours worked.

(c) This clause is subject to the Labour Relations Act of Manitoba.

### **1002** Drills

(a) Facility disaster, emergency or fire plans brought into effect by drill shall override the provisions of this Agreement provided always that where overtime is worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.

- (b) The importance of regular disaster plan exercises and fire drills is mutually acknowledged by the Care Home and the Union and, to this end, the participation of all nurses is encouraged.
- (c) Fire drills and equipment testing shall be held in accordance with the Manitoba Fire Code, and a review of written disaster plan exercises will be conducted at least once annually. Each newly hired nurse shall receive the appropriate information relative to the emergency, disaster, and fire plans during orientation to the Care Home. 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 for their information. The Committee may provide feedback.

## **ARTICLE 11 - JOINT COMMITTEES**

**1101** The Care Home and the Union agree to establish and maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives include the Administrator and/or Director of Finance; Union representatives shall include the President and/or Vice-President of the Local. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The Committee shall meet at the request of either party subject to five (5) days notice being given.

The purpose of the Committee shall be to discuss/study/make recommendations to the Care Home and the Union regarding matters of mutual concern including staffing and workload issues and nursing practice issues. Minutes shall be taken for the Committee by the Care Home, and distributed prior to the next scheduled meeting.

### **1102**

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

Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Union Management Committee and any other facility joint committee to which the Union is required to appoint representatives.

- (b) All reasonable efforts will be made to 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.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

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

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

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

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

**1205** Discussion Stage:

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

**1206** Step One:

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

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

**1207** Step Two:

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

The Care Home agrees to notify the Union in writing when there are changes in personnel in the positions of Care Home Manager or Executive Director.

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

**1209** The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Care Home and the aggrieved nurse and/or the Union. The parties agree that "written consent" includes electronic communications such as email. Confirmation includes indication of a "read receipt" of such communication.

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

## **ARTICLE 13 - ARBITRATION PROCEDURE**

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

**1302** A referral for arbitration shall be made in writing by either party, addressed to the other party to this Agreement, within the time defined in Article 1301. The parties have agreed that the following Arbitrators shall serve in rotation, namely:

- (a) Michael Werier
- (b) Blair Graham
- (c) Colin Robinson
- (d) Keith LaBossiere

In the event of the Arbitrator in rotation being unavailable for three (3) months or more from the time of request, then another Arbitrator from the list may be chosen by the instigating party.

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

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

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

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

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

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

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

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

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

**1312** Nurses whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of salary as a result. Attendance shall be no longer than is necessary for the purposes

of the hearings. All parties shall cooperate in scheduling to minimize any impact on Care Home operations and work schedules.

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

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

**1401** Eighty (80) hours shall constitute a bi-weekly period of work, including meal periods, and rest periods. There shall be a fifteen (15) minute unpaid reporting period at the end of each shift.

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

**1403** A rest period of fifteen (15) minutes will be allocated by the Care Home during each continuous three (3) hour period of work. Any smoking shall take place in designated areas.

**1404** A shift shall be eight (8.0) consecutive hours of work inclusive of meal times and inclusive of two (2) fifteen (15) minute rest periods. This clause shall not, however, prevent trial and implementation of changes in shift length if mutually agreed between a majority of nurses whose schedule is affected, the Union representing these nurses whose schedule is affected, and the Care Home. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

**1405** A full-time or part-time nurse who is advised not to report for their scheduled shift, or who is sent home because of lack of work, shall receive three (3) hours pay for the shift not worked.

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

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

shift attends at work, the Care Home may send the originally scheduled nurse home for that shift.

## **ARTICLE 15 - SHIFT SCHEDULES**

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

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

**1503** Night shift shall be considered as the first shift of each calendar day in which the majority of hours in the shift are worked after midnight.

**1504** Master rotations shall be planned by the Care Home in meaningful consultation with the nurse(s) concerned and shall, unless otherwise mutually agreed between the nurse(s) concerned and the Care Home, observe the conditions listed hereinafter:

- (a) a minimum of fifteen hours (15) off between assigned shifts.
- (b)
  - (i) a minimum of forty-seven (47) hours off at one time, or
  - (ii) where only "8" hour shifts are worked, 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.
- (c) a minimum of eight (8) days off within each period of four (4) consecutive weeks.
- (d) alternate weekends off shall be granted as often as reasonably possible.
- (e) a maximum of seven (7) consecutive days of work and preferably less between days off. It is understood that eight (8) consecutive days of work may be assigned for the purpose of meeting the requirements of Articles 2204 and 2206 inclusive herein

- (f) nurses who are required to rotate shifts being assigned to work either Day shift and Evening shift, or Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern, whenever reasonably possible.
- (g) A nurse will receive consideration in scheduling to allow them to pursue academic course(s) to further their education. Whenever reasonably possible, subject to patient care requirements, the granting shall be based on the following:
- (i) they submit their written request at least eight (8) weeks prior to commencing the academic course(s), and
  - (ii) another nurse(s) on the unit is (are) prepared to interchange their 'normally' scheduled shifts for the 'normally' scheduled shifts of the nurse attending the academic course(s), as agreed in writing,
  - (iii) upon completion of the academic course(s) each nurse shall revert to their former rotation pattern.
- Proof of registration in such course(s) shall be submitted by the nurse upon request.
- (h) no nurse shall work more than a total of sixteen (16) consecutive hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period, unless otherwise mutually agreed between the nurse and Care Home.

## ARTICLE 16 - OVERTIME

**1601** Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern for full-time nurses or in excess of eighty (80) hours in a bi-weekly period for part-time nurses. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1602.

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

**1602** Overtime shall be paid at the rate of two (2) times their basic salary for all hours of authorized overtime in any one (1) day. Overtime shall be calculated at the rate of two

(2) times their basic salary for all overtime worked on a scheduled day off. However, notwithstanding Article 1601 above, all overtime worked on a Recognized Holiday shall be calculated at two and one-half (2.50) times their basic salary.

**1603** Notwithstanding Articles 1601 and 1602 above, where a nurse works two consecutive shifts, they shall receive pay at the rate of double their basic salary for the additional shift, except when the additional shift is worked on a Recognized Holiday, they shall receive pay at the rate of two and one-half (2.50) times their basic salary for the additional shift.

**1604** At the nurse's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the nurse's request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. All accumulated overtime must be taken as time off or paid out by March thirty-first (31<sup>st</sup>) of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the nurse in the last pay period of the fiscal year.

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

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

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

**1607** Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work in accordance with Article 1601.

**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 works overtime without advance notice for a period in excess of two (2) hours immediately following their regular shift shall be provided with a meal allowance of eight (\$8.00) dollars from the Care Home.

**1610** If in the event one nurse is scheduled to work the entire facility alone on Days or Evenings, they shall be compensated at one and one-half (1.50) times the rate of pay.

## ARTICLE 17 - SHIFT PREMIUM AND WEEKEND PREMIUM

### **1701**

- (a) An evening shift premium of one dollar and seventy-five cents (\$1.75) 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 1500 hours and the next succeeding 2300 hours.
- (b) A night shift premium of two dollars and seventy-five cents (\$2.75) per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2300 hours and 0700 hours.

**1702** The Evening shift premium shall also be applicable to each hour worked after 1600 hours on a "modified" Day or Evening shift during which at least two (2) hours are worked between 1600 hours and the termination of the shift.

For purposes of application of this provision, a "modified" Day shift shall mean one that commences at a different time than the majority of Day shifts worked by nurses, and a "modified" Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by nurses. This provision shall be applicable from 1600 hours to the termination of the Day shift on a twelve (12) hour shift pattern.

**1703** When a nurse is on standby, shift premium and weekend premium are payable only for hours actually worked on a callback.

**1704** A weekend premium of two dollars (\$2.00) per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

## ARTICLE 18 - STANDBY

**1801** "Standby" shall refer to any period of time duly authorized by the Care Home during which a nurse is required to be available to return to work without undue delay. Callback shall be limited to the unit(s) for which the nurse is on standby. Standby shall be assigned and scheduled in accordance with the provisions of Article 1501 whenever reasonably possible.

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

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

commencement of their next shift. In such cases the nurse shall be paid at the overtime rate from the time they started work to the beginning of their shift.

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

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

**1806** The Care Home will provide parking space in near proximity to the site for the use of nurses on standby who are called back.

**1807** Whenever reasonably possible, a pager (or alternate) shall be provided by the Care Home to nurses during any period of assigned standby.

## **ARTICLE 19 - RESPONSIBILITY PAY**

**1901** A nurse temporarily assigned to perform all or substantially all of the duties of a more senior classification or a nurse designated as being "in charge" will receive an allowance of one dollar (\$1.00) for each hour worked.

A Licensed Practical Nurse will receive responsibility pay when they are assigned charge nurse responsibilities by the Care Home.

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

## **ARTICLE 20 - TRANSPORTATION ALLOWANCE**

**2001** Where a nurse is required and authorized to use their privately owned vehicle on the Care Home's business, including education:

- (a) They shall be reimbursed by the Care Home for all travel from the worksite and between locations in accordance with the travel policy in place at the Care Home.
- (b) They shall be reimbursed for parking expenses incurred away from the Care Home during the course of the authorized business in accordance with the travel policy in place at the Care Home.

**2002** A nurse required to return to the facility on a callback as referenced in 1803 shall receive:

- (a) return transportation provided by the Care Home, or

- (b) if they elect to use their own vehicle, they shall be reimbursed for all travel in accordance with the travel policy in place at the Care Home, subject to a minimum guarantee of \$4.00 and a maximum payment of \$25.00.

## **ARTICLE 21 - VACATIONS**

**2101** Unless otherwise agreed between the nurse and the Care Home, the Care Home 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. The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>. The dates used to calculate vacation earned shall be from the end of the last full pay period of March in one vacation accrual year to the end of the last full pay period of the following March. Vacation earned in any vacation year is taken in the following vacation year.

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

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

### **2103**

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

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
1 Year	15 days (3 weeks)
3 Year	20 days (4 weeks)
6 Year	25 days (5 weeks)
10 Year	30 days (6 weeks)

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

**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 (5<sup>th</sup>) anniversary of employment (i.e. 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, etcetera). Such days shall be taken during the vacation year in which the 20<sup>th</sup> or subsequent 5<sup>th</sup> anniversary occurs.

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

- (a) any periods when a nurse is receiving income protection benefits, is on paid vacation, is on paid leave of absence, is on unpaid leave of absence related to illness or disability of up to two (2) years
- (b) any period of unpaid leave of absence of up to four (4) weeks
- (c) any period of layoff of less than eighteen (18) weeks
- (d) educational leave of up to two (2) years
- (e) any period of parenting leave.
- (f) any period of leave related to critical illness, as identified in Article 2417.

**2106** The nurses off on a work related injury will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.

**2107** Terminal vacation pay shall be calculated in accordance with Articles 2103 and 2105 and based on the nurse's rate of pay on the date of termination.

**2108** The Care Home shall notify each nurse, prior to their vacation, of the date and time upon which they are to report back to work following their vacation, but this will not preclude the making of a change during the nurse's vacation period if mutual agreement is reached between the Care Home and the nurse.

**2109** The Care Home shall be responsible for posting vacation entitlement lists by March 1<sup>st</sup> of each year and approved vacation schedules by May 1<sup>st</sup>, provided nurses' requests for vacation have been received in writing by April 1<sup>st</sup>. Nurses who fail to indicate their choice by April 1<sup>st</sup> shall not have preference in the choice of vacation time where other nurses have indicated their preference. In the selection of dates, every effort will be made consistent with the necessities of the operation of the Home and the provision of this paragraph to allow nurses to exercise their choice in accordance with their seniority status.

**2110** In situations where a nurse has not scheduled some or all of their vacation as of March 1<sup>st</sup> in any year, the Care Home will pay out the remaining vacation pay to the Nurse on the last pay prior to March 31<sup>st</sup> of the same year.

Exceptions to this payout of vacation are:

- i) the carryover of vacation permitted under Article 2303(d) STD, LTD, MPI carryover to the limits set out in that Article; or

- ii) Article 2408 B.2. paragraph 3 the Maternity and/or Parental Leave allowable carryover to the limits set out in that Article of the Collective Agreement; or
- iii) if subject to operational requirements the nurse is able to schedule vacation during March of the same year.

## **ARTICLE 22 - RECOGNIZED HOLIDAYS**

**2201** For purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1<sup>st</sup>), Louis Riel Day (la journée Louis Riel), Good Friday, Easter Monday, Victoria Day, Canada Day (July 1<sup>st</sup>), Terry Fox Day, Aboriginal Veterans Day, Friday of the Trappers Festival, Treaty Day, Friday of OCN Indians Days, Solidarity Day, Labour Day, National Day of Truth and Reconciliation (September 30<sup>th</sup>), Thanksgiving Day, Remembrance Day (November 11<sup>th</sup>), Christmas Day (December 25<sup>th</sup>), and Boxing Day (December 26<sup>th</sup>); and any other statutory holidays declared by federal or provincial authority.

**2202** Whenever a Recognized Holiday falls on their scheduled days off, it is understood that this day off in lieu shall be banked in accordance with Article 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Care Home and the nurse, or the nurse may request that they receive an extra day's pay at their basic rate of pay.

**2203** A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times their basic pay and in addition it is understood that one (1) day off shall be banked in accordance with Article 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Care Home and the nurse, or the nurse may request that they receive an extra day's pay at their basic rate of pay.

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

**2205** The Care Home 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 with a minimum of five (5) consecutive days off if at all possible.

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

**2206** A nurse may accumulate up to four (4) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such

other time as is requested and granted in accordance with Article 1501. Unless otherwise agreed between the nurse concerned and the Care Home, accumulated lieu days must be taken within the fiscal year in which they were earned.

**2207** Assignment of Recognized Holidays on the actual day of their occurrence shall be made as equitably as reasonably possible.

## **ARTICLE 23 - INCOME PROTECTION/SICK LEAVE**

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

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

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

### **2303**

- (a)
  - (i) A nurse who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to their immediate supervisor.
  - (ii) A nurse unable to work because of a work related injury or illness will inform the Care Home immediately, in accordance with established procedures.

Where a nurse is unable to work because of injuries sustained in a motor vehicle accident they must advise their supervisor as soon as possible and they must submit a claim for benefits to the Manitoba Public Insurance (MPI). The nurse shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period”

by MPI to the extent that income protection/sick leave credits are available to the nurse.

- (iii) Where a nurse has applied for MPI benefits and where a loss of normal salary would result while awaiting a MPI decision, the nurse may elect to submit an application to the Care Home requesting an advance subject to the following conditions:
  - (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article 3802 (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
  - (v) The advance(s) will cover the period of time from the date of injury until the date the final MPI decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the nurse's accumulated income protection/sick leave credits.
  - (vi) The nurse shall reimburse the Care Home by assigning sufficient MPI payments to be paid directly to the Care Home to offset the total amount of the advance or by repayment to the Care Home immediately upon receipt of payment made by MPI directly to the nurse.
  - (vii) In the event that the MPI disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection/sick leave provisions of this Agreement and the Care Home shall recover the total amount of the advance by payroll deduction.
  - (viii) Upon request, the Care Home will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Care Home.
- (b) (i) A nurse who has accumulated sufficient income protection/sick leave credits may elect to submit an application to the Care Home requesting that the Care Home supplement the MPI payments. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as defined in Article 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

The Care Home's supplement shall be charged to the nurse's accumulated income protection/sick leave credits and such supplement shall be paid until the nurse's accumulated income protection/sick leave credits are exhausted.

- (ii) Subject to the provisions of each plan, the nurse may request the Care Home to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Care Home's pension plan, dental care plan, Long Term Disability plan and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Care Home to ensure the continuation of these benefit plans. The Care Home will contribute its usual contributions to these benefit plans while the nurse contributes.
  - (iii) Further to this, the Care Home shall notify Manitoba Public Insurance of salary adjustments at the time they occur.
  - (iv) If at any time it is decided by the MPI that any payment to be made to the nurse by the Care Home must be offset against benefits otherwise payable by the MPI, then such payment shall not be payable.
- (c) Where the Insurer/MPI recommends a work assessment period or a modified return to work period, the provisions of Article 7A06 shall apply.
- (d) A nurse who is on STD/LTD/MPI prior to the commencement of their vacation shall, upon their request, have their vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Care Home within the available time periods remaining during that vacation year. If the nurses' current annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may elect to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time).

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

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

Prior to Day shift	--	One (1) hour
Prior to Evening shift	--	Two (2) hours
Prior to Night shift	--	Three (3) hours

A nurse returning to work following an absence of one week or more shall inform the Care Home by 1200 hours the day prior to returning to work.

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

**2307** Recognized Holidays or days given in lieu of Recognized Holidays which fall within a period of sick leave shall not be charged to the nurses accumulated income protection unless otherwise mutually agreed.

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

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

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

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

**2310** If a nurse becomes injured or has a bona fide illness while on scheduled vacation, and they require the services of a medical practitioner, provided such injury or bona fide illness is shown to be in excess of three (3) days, such nurse shall be allowed to use their income protection for the period the medical practitioner states they would have been unable to carry out their duties at work, and their vacation shall be rescheduled at a time mutually agreed between the nurse and the Care Home. Proof of such injury or bona fide illness shall be provided if requested.

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

**2312** Subject to the provisions of Article 2302, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, common law spouse including same sex partner and fiancé, dependent child, dependent step-child or parent.

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

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

## **ARTICLE 24 - LEAVE OF ABSENCE**

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

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

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

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

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

**2403** The Care Home shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less or eighty (80) weeks or less in the case of Maternity and/or Parenting Leave, the nurse is assured of being placed in the same occupational classification and at the same step on their salary scale on their return but they cannot be assured of being placed in the same position or shift. In the case of longer leaves of absence, a nurse may be placed in any position covered by this Agreement and shall be reinstated at their previous salary, provided that such salary shall not exceed the maximum for the position in which they are placed. Notwithstanding Article 3001, a nurse not placed in their former position will be given consideration over other nurses for the first vacancy made available to them in a similar position.

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

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

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

**2407** Education Leave:

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

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

(c) Care Home Sponsored Educational Development:

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

**2408** Parenting Leave

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

A. Maternity Leave Plan "A"

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

(a) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.

- (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Care Home.
- (c) the Care Home is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of their health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.

B. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of their newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
  - (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Care Home 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 Care Home is kept informed of the progress of the adoption proceedings.
  - (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to sixty-three (63) weeks inclusive of vacation as specified in (B.2) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with Article 2401.
2. Except as outlined below, any nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Care Home 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 forty-eight (48) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.

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

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

3. Subject to 4 below, Parental Leave must commence no later than the eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Care Home.
5. Three (3) days of paid leave of absence (24.0 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity or Adoption Leave commences.

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

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

**2409**

(a)

Union Leave:

Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Care Home, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress/Manitoba Federation of Labour meetings or seminars. The granting of this leave will not be unreasonably withheld. It is understood that the Manitoba Nurses' Union will reimburse the Care Home for salary, benefits and related payroll costs.

- (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/Canadian Labour Congress/Manitoba Federation of Labour shall be granted leave of absence without loss of seniority, salary or benefits for a period of up to three (3) years. Such leave shall be renewed each year, on request, during their term of office. It is understood that the Manitoba Nurses' Union will reimburse the Care Home for the total recovery of payroll and related costs.

Notwithstanding Article 3006, the Care Home may elect to post these terms as either fixed terms up to three (3) years or indefinite terms.

**2410**      Jury and Witness Duty

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

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

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

**2411**      Bereavement Leave

- (a) Bereavement leave of up to five (5) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, stepchild, parent, step-parent, sibling; and bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of a 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.

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

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

- (b) Necessary time off up to one day at basic pay will be granted to a nurse to attend a funeral as a pallbearer.

Necessary time off up to one day at basic pay may be granted a nurse to attend either a funeral or initial memorial service as a mourner. Special consideration will be given to requests for leave related to the death of significant other persons under this provision.

- (c) When a family member of a nurse's immediate family becomes ill, the Care Home agrees to allow compassionate leave to such a nurse. The leave shall be of such duration to allow for care and comfort of the nurse's ill relative. It is understood that a request for such a leave be considered on an individual basis by the Care Home and it is understood that this leave is without pay.
- (d) For the purpose of this Article, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse.

**2412**      Leave re Public Office

A nurse may accept nomination, campaign for or hold any public office excluding only membership on the Care Home Board of Directors. A nurse who has been nominated and is campaigning for public office may not campaign while at work, at the workplace or during working hours; notwithstanding this, any nurse campaigning for public office may request an unpaid leave of absence or may request any eligible paid leave to which they are entitled (ex. Vacation days, bank time, etc.), and the Care Home shall accommodate their request to the maximum extent reasonable. In the event a Nurse is elected to public office, the Nurse and Care Home shall use best efforts to coordinate schedules and assignments so as to allow the Nurse to fulfill the duties of public office. In the event that the public office is inconsistent with continuing duties with the Care Home, the Care Home shall grant an unpaid leave of absence for the period of public office, on the condition that the Nurse shall maintain their Certification and practicing status in good standing.

**2413**      Pre-retirement Leave:

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

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

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

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

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

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

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

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

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

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

**NOTE:** Where a nurse chooses to take a lump sum payment, the retirement date shall be their 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 their estate.

**2414**     Leave re Citizenship:

Nurses shall be allowed the necessary time off with pay to attend citizen court to become a Canadian citizen up to a maximum of one (1) day.

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

**2416**     Compassionate Care Leave:

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

- (a)        A nurse must have completed at least ninety (90) days of employment as of the intended date of leave.
- (b)        A nurse who wishes to take a leave under this Article must give the Care Home notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c)        A nurse may take no more than two (2) periods of leave, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d)        For a nurse to be eligible for leave, a physician or nurse practitioner 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 Care Home a copy of the physician's or nurse practitioner's certificate as soon as possible.
- (e)        A family member for the purpose of this article shall be defined as:
  - (i)        a spouse or common-law partner of the nurse;

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

**2417 Leave Related to Critical Illness**

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

**"family member":**

- (i) a spouse or common-law partner of the nurse;

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

**“critically ill child”**

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

**“critically ill adult”**

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

2. A nurse shall receive Critical Illness Leave without pay to provide care or support to a critically ill child or adult who is a family member of the nurse, subject to the following conditions:
  - (a) For leave related to a child: A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
  - (b) For leave related to an adult: A nurse must have completed at least ninety (90) days of employment as of the intended date of leave.
  - (c) A nurse may take a leave of absence of up to thirty-seven (37) weeks to provide care or support to a critically ill child
  - (d) A nurse may take a leave of absence of up to seventeen (17) weeks to provide care or support to a critically ill adult

- (e) A nurse who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period
- (f) For a nurse to be eligible for leave, a physician must issue a certificate:
  - (1) stating that the child or adult is a critically ill child or a critically ill adult and requires the care or support of the nurse; and
  - (2) setting out the period during which the child or adult requires the care or support.

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

- (g) Unless otherwise mutually agreed, a nurse may end their Critical Care Leave earlier than the expiry of thirty-seven (37) weeks in the case of a critically ill child, and seventeen (17) weeks in the case of a critically ill adult, by giving the Employer written notice at least one pay period before the nurse wishes to end the leave. Any additional available shifts resulting from Critical Care Leave being granted shall be clearly indicated as "Critical Care Leave shifts – subject to two weeks' notice of cancellation".
- (h) Seniority shall be retained/accrued as per Article 23.
- (i) Subject to the provisions of Article 2102, a nurse may apply to utilize family income protection prior to applying for Employment Insurance.
- (j) A leave may be taken in one or more periods but no leave may be less than one week's duration
- (k) A leave must end no later than fifty-two (52) weeks after the day the first period of leave began
- (l) If a child or adult in respect of whom a nurse has taken leave under this Article remains critically ill after the fifty-two (52) week period expires, the nurse is entitled to take another leave, and the requirements of this article apply to the new leave.

## ARTICLE 25 - SENIORITY

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

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

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

- (i) they are on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) they are on an unpaid leave of absence due to injury or illness which may be compensable by MPI or LTD, for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (iii) they are on an educational leave of absence in excess of two (2) years;
- (iv) they are laid off for more than twenty-six (26) weeks and less than five (5) years;
- (v) they obtain a term position of sixty (60) weeks or less, or up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Parenting Leave or Parental Leave, outside the bargaining unit with the same Employer.

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

- (i) they are on any period of paid leave of absence;
- (ii) they are on any period of Care Home paid income protection;
- (iii) they are on an educational leave of absence up to two (2) years;
- (iv) they are on an unpaid leave of absence due to injury or illness which may be compensable by MPI, STD 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) they are on any period of unpaid leave of absence of less than four (4) weeks, except those referenced in (iv) above;

- (vi) they are laid off for less than twenty-six (26) weeks;
- (vii) they are on parenting leave;

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

- (viii) they are on Compassionate Care Leave, Leave Related to Critical Illness, or Domestic Violence Leave, as provided for in the Employment Standards Code.

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

- (i) they resign;
- (ii) they are discharged, and not reinstated under the grievance procedure;
- (iii) they are laid off for more than five (5) years;
- (iv) they fail to report for duty within seven (7) days after notification to do so, subject to Article 2706;
- (v) they fail to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
- (vi) they obtain a permanent position outside the bargaining unit; or a term position outside the bargaining unit which is greater than sixty (60) weeks, or up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Parenting Leave or Parental leave.

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

## **ARTICLE 26 - NOTICE OF TERMINATION OF EMPLOYMENT**

**2601** Employment may be terminated voluntarily by a nurse or for just cause by the Care Home subject to the following periods of written notice, exclusive of any vacation due:

- (a) for classifications other than Nurse IV or Nurse V -- four (4) weeks.

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

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

**2603** The Care Home may give equivalent basic pay in lieu of notice.

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

## **ARTICLE 27 - LAYOFF AND RECALL**

### **2701**     **Employment Security**

- (a) It will be incumbent upon the Care Home to notify the Union, in writing, at least forty-five (45) days prior to any alteration in the delivery of health care and/or in the current complement of nursing staff.
- (b) If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Care Home and the Union, no later than twenty (20) days after the notification in (a) above.
- (c) The Care Home and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.
- (d) The Care Home will, wherever reasonably possible, carry out these reductions by way of attrition.
- (e) In keeping with the Care Home's commitment to ensure that any affected nurse shall retain employment with the Care Home, and where reductions cannot be dealt with through attrition, Article 2707 shall apply. Should the nurse choose to not exercise seniority rights under Article 2707, then layoff in accordance with Article 27 shall apply.

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

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

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

**2703** No lay-off 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. Additional available shifts shall be offered to a nurse on lay-off, before part-time and casual nurses, provided they are qualified, competent and willing to perform the required work.

Notwithstanding Article 3402, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided they are qualified, competent and willing to perform the required work. During the first year of a layoff, the nurse on layoff will receive preferential consideration for the assignment of such shifts provided that this will not result in them working in excess of their regular EFT commitment. During the period between two (2) to five (5) years, a laid off nurse may indicate availability for additional available shifts but will not receive preferential consideration over part-time nurses.

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

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

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

Additional available hours worked by the laid-off nurse	-----	X	Entitlement of Full-time Nurse
Full-time hours			

(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 six point nine two (6.92%) 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.

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

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

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

Any period of time during the layoff when the nurse works additional available shifts or works in a term position shall not extend the five (5) year period referenced in Article 25.

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

**2704** No new nurses will be hired at a site when other nurses are on layoff from that site, except for reasons of a special skill requirement.

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

**2706** Nurses shall be recalled in seniority order to available positions in equal or lower paid occupational classifications provided they are qualified to perform the required work. Such recall shall be made in writing either by personal service, registered mail, or electronic mail and shall provide for at least one (1) week's notice to report back to work. Confirmation includes indication of a "read receipt" of such communication.

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

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

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

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

**2708** Laid off nurses shall be entitled to apply for nursing job vacancies. Copies of job postings will be sent to the President of the Local during the period when any nurses are on layoff.

**2709** Accumulated vacation entitlement shall be paid out at time of layoff except where, prior to the date of layoff, a nurse has been awarded a term or permanent position which commences within four (4) weeks of date of layoff.

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

## **ARTICLE 28 - PROMOTION AND SECONDMENT**

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

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

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

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

**2901** In all instances where the Care Home considers that a nurse warrants disciplinary action, the Care Home shall make every effort to take such action at a meeting with the nurse and shall give the nurse advance notice of the nature of the complaint where reasonably possible to do so. The nurse may be accompanied at the meeting by a Union representative. The Care Home shall inform the nurse of their right to have a Union representative present.

**2902** If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of a nurse, the Care Home shall notify the nurse and the Union in writing of the action taken and the reasons either by personal service, registered mail service or electronic mail. Confirmation includes indication of a “read receipt” of such communication.

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

**2904** A nurse shall be given the opportunity to examine any document which is placed in their personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and their reply to any such document shall also be placed in their personnel file. Upon written request the nurse shall also receive an exact copy of such document.

**2905** A nurse accompanied by a Union representative if they so elect may examine their personnel file upon request. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in their personnel file. Any nurse who has been terminated may consult their file and upon written request shall receive copies of specified documents so long as the written request is made within sixty (60) days of their termination.

**2906** There shall be one (1) personnel file maintained by the Care Home for each nurse.

## **ARTICLE 30 - VACANCIES, TERM POSITIONS AND NEW POSITIONS**

**3001** Subject to Article 3002 herein, the Care Home agrees to post notices of vacant, term or new positions covered under this Agreement for at least seven (7) days to enable nurses presently in the employ to apply for same. Such posting shall not preclude the Care Home from advertising outside the facility. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.), shift pattern and date of closing of the competition. Job descriptions shall be available to applicants on request.

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

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

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

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

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

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

**3006** "Term Position":

- (a) A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of sixty (60) weeks, for any term contract, where resident census or workload necessitates a temporary increase in staffing, or to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project. If the Care Home determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. The Care Home shall have the right to offer subsequent term contracts for specific periods, following the expiration of an initial term. This shall not preclude the Care Home from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Care Home decides that a term position is not required.
- (b) A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Maternity and Parental Leave of absence.

The Care Home 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 Care Home so requests and the Union agrees.

Where a nurse is absent indefinitely due to Long Term Disability and/or illness and/or accident or where there is a temporary vacancy due to leave for Public Office, the Care Home shall state on the job posting that the said term position shall be "renewable for further specified periods as may be determined." Further, the term position or any renewal shall have a specific provision stating that the position may be subject to early

termination upon two (2) weeks notice, in the event of the return to work or termination of the nurse whom the term position is replacing.

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

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

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

## **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 Care Home from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Care Home gives written notification to the Union specifying the reason(s) for the extension.

## **ARTICLE 32 - PERFORMANCE APPRAISALS**

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

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

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

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

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

**3301** In recognition of the fact that during the performance of their duties nurses may have their clothing or other personal property damaged, the Care Home agrees to make appropriate compensation for same.

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

**3401** A part-time nurse shall be assigned and committed to work their EFT as agreed to in writing at the time of commencing employment. 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 Care Home that they wish to work occasional additional available shifts shall be given preference for such shifts unless the part-time nurse has already worked in that day.

**3403** A part-time nurse called back to work hours in excess of a shift (as defined in 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 they start to work to the beginning of their shift.

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

**3405**

(a) Vacation pay shall be calculated as follows:

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

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

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

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \quad X \quad \text{Entitlement of Full-time Nurses}$$

**3407** A part-time nurse required to work on a Recognized Holiday will be paid at a rate of one and one-half (1.50) times their basic rate of pay and in addition shall receive one (1) day off at their regular rate of pay, the later is inclusive of Band-declared holidays. Pro-rated according to the hours they have worked in the payroll period the holiday falls within.

**3408** A part-time nurse shall receive increments (calculated from the date of their last increment, or their starting date as the case may be) on the basis of one (1) increment for each 1343 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

**3409** Seniority will be calculated in accordance with regular hours worked.

**3410** Subject to Article 3806, a nurse whose employment status changes from part-time to full-time shall be entitled to receive an increment on the later of:

- (a) one (1) calendar year from the date of their last increment, or date of employment as the case may be;
- (b) on completion of 2080 hours calculated under the formula:

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

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

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

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

- (a) one (1) calendar year from the date of their last increment, or date of employment as the case may be;
- (b) on completion of 1343 hours calculated under the formula:

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

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

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

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

**3501** Casual nurses will receive vacation pay at the rate of six (6%) percent of all hours paid at basic salary including hours worked on Recognized Holidays in a bi-weekly pay period.

**3502** Casual nurses are paid in accordance with the salaries specified in Appendices "A" and "B" and receive a starting salary as described in Article 38.

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

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

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

**3503** Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 16;
- shift premium and weekend premium outlined in Article 17;
- the allowance as outlined in Article 18;
- Responsibility Pay premium outlined in Article 19;
- transportation allowance outlined in Article 20;
- the rights outlined in Articles 2904, 2905, 2906;
- the Care Home Sponsored Educational Development allowance in Article 2407(c).

**3504** Casual nurses required to work on a Recognized Holiday, shall be paid at the rate of time and one-half (1.50) their basic rate of pay.

If there is a change in Manitoba legislation that extends Recognized Holidays to all employees, the parties agree that casual nurses as defined in Article 35 shall receive this benefit.

**3505** The Care Home agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual nurse receives any payment, and such dues shall be forwarded to the Manitoba Nurses' Union monthly in accordance with Article 501.

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

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

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

**3508** Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position in accordance with Article 3006 (a), they shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

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

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

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

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

**3602 Out of Province Nurses**

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

**3603 Termination**

- (a) In accordance with the Regulated Health Professions Act or the relevant regulations to those Acts, failure of the graduate nurse to successfully complete the examination required for registration within a time period prescribed by the CRNM will be deemed to be just cause for termination.
- (b) In accordance with the Registered Psychiatric Nurses Act or the relevant regulations to this Act, failure of the graduate psychiatric nurse to successfully complete the examination required for registration within a time period prescribed by the CRPNM will be deemed to be just cause for termination.
- (c) In accordance with the Licensed Practical Nurses Act or the relevant regulations to this Act, failure of the graduate practical nurse to successfully complete the examination required for licensure within a time period prescribed by the CLPNM, or as amended in the regulations of the Licensed Practical Nurses Act will be deemed to be just cause for termination.

**ARTICLE 37 - HEALTH PROGRAM**

**3701** Health examinations required by the Care Home shall be provided by the Care Home and shall be at the expense of the Care Home.

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

**3703** With the approval of the Care Home, a nurse may choose to be examined by a physician or nurse practitioner of their own choice, at their own expense, as long as the Care Home receives a statement as to the fitness of the nurse from the physician or nurse practitioner.

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

**ARTICLE 38 - SALARIES AND INCREMENTS**

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

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

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

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

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

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

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

(d) Notwithstanding Article 3803(c), a nurse returning from a leave of absence who has completed the Registered Nurse program having had previous experience as a Registered Psychiatric Nurse, and who returns to work in the psychiatric area shall receive full recognition for previous experience when placed on the salary schedule.

**3804** Applicable to Licensed Practical Nurses:

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

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

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

**3806** Increments:

(a) Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the nurse's employment, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Care Home may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the nurse, withhold an annual increment, subject to review within and not later than three (3) months of the date such increment was withheld.

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

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

**3808** Should there be retroactive wage and benefit adjustments, such shall be made payable within ninety (90) days of the date of ratification of the Collective Agreement.

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

## **ARTICLE 39 - EMPLOYEE BENEFIT PROGRAM**

**3901** The following is a summary of benefits that shall be made available for all part-time and full-time nurses:

The Pension Plan is a defined Contribution Plan (Money Purchase Plan) in which the Care Home and nurse each contribute 5% of the employee's gross salary. The Pension is non-taxable for Indian Status employees.

The Group Insurance Plan includes the following benefits:

Waiting Period	3 Months of continuous employment
Life Insurance	3x annual earnings; Maximum of \$200,000 Reduces by 50% at the age of 65
AD&D	
Dependent Life	\$20,000 Spouse / \$10,000 Child
STD	15 day waiting period; 15 week benefit period 75% of your weekly earnings to a maximum of \$800
LTD	120 day waiting period 75% of monthly earnings to a maximum of \$4,000 Terminates at retirement or age 65
Health	No deductible; 100% Reimbursement Global Medical Assistance & Out of Country Emergency included 100% Semi-Private Hospital Room Out-of-Hospital Nursing \$5,000 per calendar year Physiotherapist when prescribed by a doctor Orthotic appliances specifically designed and constructed for the patient Orthopedic shoes if an integral part of a brace

Prescription Drugs	100% Reimbursement; No prescription drug card No drug coverage for Class 1 - Treaty Status
Visioncare	No-Deductible; 100% Reimbursement Eye Exam \$50 every 12 months Glasses, Contact Lenses \$300 every 24 months \$320 Lifetime Maximum for Contact Lenses for Special Conditions
Dentalcare	No Deductible; 100% Accidental Dental if treated within 6 months 100% Basic, 80% Major; combined maximum of \$1,000 per year Basic & Major maximum reduces to \$500 in first year if plan/family member starts on or after July 1 of the current year 50% Orthodontic; \$1,000 maximum per course of treatment

The benefit cost split that has been in place, as between the Care Home and employee, shall continue to apply.

Please review your Employee Benefit Booklet for more detailed coverage information.

## **ARTICLE 40 - STAFF DEVELOPMENT**

**4001** The Care Home shall provide an orientation program by a nursing inservice staff member for nurses newly employed. The orientation program shall include such essential information as policies, nursing procedures, the location of supplies and equipment and fire and disaster plans.

**4002** The Care Home shall provide a program of inservice education for nurses pertinent to patient care.

**4003** The Care Home shall provide, in a central location, such reference materials as are required in relation to maintaining current knowledge of general nursing care.

## APPENDIX "A" - SALARIES

<b>March 14, 2022</b>		Monthly salaries include a 1.5 % general wage increase							
		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.							
<b>Classification</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
<b>Licensed</b>	<b>2080</b>	<b>Hourly</b>	30.663	31.667	32.657	33.860	34.964	36.196	37.485
<b>Practical</b>		<b>Monthly</b>	5314.946	5488.944	5660.479	5869.136	6060.376	6273.959	6497.394
<b>Nurse</b>		<b>Annual</b>	63779.352	65867.329	67925.749	70429.632	72724.506	75287.503	77968.727
<b>Nurse II</b>	<b>Annual Hours</b>	<b>Hourly</b>	40.056	41.455	42.856	44.318	45.747	47.223	48.167
	<b>2080</b>	<b>Monthly</b>	6943.033	7185.469	7428.433	7681.777	7929.491	8185.298	8349.004
		<b>Annual</b>	83316.397	86225.630	89141.198	92181.326	95153.895	98223.580	100188.052
<b>Nurse IV</b>	<b>Annual Hours</b>	<b>Hourly</b>	47.051	48.795	50.541	52.234	54.619	56.735	58.946
	<b>1820</b>	<b>Monthly</b>	7136.133	7400.640	7665.320	7922.200	8283.947	8604.787	8940.187
		<b>Annual</b>	85633.600	88807.680	91983.840	95066.400	99407.360	103257.440	107282.240

<b>March 14, 2023</b>			Monthly salaries include a 1.5 % general wage increase						
			- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.						
<b>Classification</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
<b>Licensed</b>	<b>2080</b>	<b>Hourly</b>	31.123	32.142	33.146	34.368	35.488	36.739	38.047
<b>Practical</b>		<b>Monthly</b>	5394.670	5571.278	5745.386	5957.173	6151.281	6368.068	6594.855
<b>Nurse</b>		<b>Annual</b>	64736.042	66855.339	68944.635	71486.076	73815.374	76416.816	79138.258
<b>Nurse II</b>	<b>Annual Hours</b>	<b>Hourly</b>	40.657	42.076	43.499	44.983	46.433	47.931	48.890
	<b>2080</b>	<b>Monthly</b>	7047.179	7293.251	7539.860	7797.004	8048.434	8308.078	8474.239
		<b>Annual</b>	84566.143	87519.015	90478.316	93564.045	96581.204	99696.934	101690.872
<b>Nurse IV</b>	<b>Annual Hours</b>	<b>Hourly</b>	47.757	49.527	51.299	53.018	55.439	57.586	59.830
	<b>1820</b>	<b>Monthly</b>	7243.175	7511.650	7780.300	8041.033	8408.206	8733.859	9074.290
		<b>Annual</b>	86918.100	90139.795	93363.598	96492.396	100898.474	104806.306	108891.478

<b>March 14, 2024</b>		Monthly salaries include a 1.5 % general wage increase							
			- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.						
<b>Classification</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
<b>Licensed</b>	<b>2080</b>	<b>Hourly</b>	31.589	32.624	33.643	34.883	36.020	37.289	38.617
<b>Practical</b>		<b>Monthly</b>	5475.590	5654.8474	5831.56705	6046.53064	6243.55038	6463.589	6693.77766
<b>Nurse</b>		<b>Annual</b>	65707.082	67858.1688	69978.8046	72558.3676	74922.6046	77563.068	80325.332
<b>Nurse II</b>	<b>Annual Hours</b>	<b>Hourly</b>	41.266	42.707	44.151	45.657	47.129	48.650	49.623
	<b>2080</b>	<b>Monthly</b>	7152.886	7402.650	7652.957	7913.958	8169.160	8432.698	8601.352
		<b>Annual</b>	85834.634	88831.800	91835.490	94967.506	98029.921	101192.388	103216.235
<b>Nurse IV</b>	<b>Annual Hours</b>	<b>Hourly</b>	48.474	50.270	52.068	53.813	56.270	58.450	60.728
	<b>1820</b>	<b>Monthly</b>	7351.823	7624.324	7897.004	8161.648	8534.329	8864.867	9210.404
		<b>Annual</b>	88221.871	91491.892	94764.052	97939.782	102411.952	106378.400	110524.850

<b>March 14, 2025</b>		Monthly salaries include a 1.5 % general wage increase							
			- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.						
<b>Classification</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
<b>Licensed</b>	<b>2080</b>	<b>Hourly</b>	32.064	33.113	34.148	35.407	36.561	37.849	39.197
<b>Practical</b>		<b>Monthly</b>	5557.724	5739.670	5919.041	6137.229	6337.204	6560.543	6794.184
<b>Nurse</b>		<b>Annual</b>	66692.689	68876.041	71028.487	73646.743	76046.444	78726.514	81530.212
<b>Nurse II</b>	<b>Annual Hours</b>	<b>Hourly</b>	41.886	43.348	44.814	46.342	47.837	49.380	50.368
	<b>2080</b>	<b>Monthly</b>	7260.180	7513.690	7767.752	8032.668	8291.698	8559.189	8730.373
		<b>Annual</b>	87122.154	90164.277	93213.023	96392.019	99500.371	102710.274	104764.479
<b>Nurse IV</b>	<b>Annual Hours</b>	<b>Hourly</b>	49.201	51.024	52.849	54.620	57.114	59.326	61.639
	<b>1820</b>	<b>Monthly</b>	7462.100	7738.689	8015.459	8284.073	8662.344	8997.840	9348.560
		<b>Annual</b>	89545.200	92864.271	96185.512	99408.879	103948.131	107974.076	112182.723

## APPENDIX "B" - ACADEMIC ALLOWANCE

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

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

\$0.298 per hour for all paid hours

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

\$0.596 per hour for all paid hours

## APPENDIX "C" - OCCUPATIONAL CLASSIFICATIONS

C.1 Occupational classifications are as follows:

- (a) **Nurse II** A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
- (b) **LPN** A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurses Act of Manitoba.
- (c) **Nurse IV** A Registered Nurse or Registered Psychiatric Nurse employed in the position of Resident Care Coordinator or Accreditation & Licensing Nurse Educator.

**Note:** The job descriptions of the above noted positions will be revised to reflect that they will not be required to work on the ward floor unless there are emergent circumstances.

## **APPENDIX "D" - BI-WEEKLY REMOTENESS ALLOWANCES**

Nurses shall receive two percent (2.0%) Northern Allowance pay on all regular pay, paid bi-weekly.

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
ROD MCGILLIVARY MEMORIAL CARE HOME  
AND  
MANITOBA NURSES UNION  
OPASKWAYAK NURSES LOCAL 150**

**1. Re: Ratification of Collective Agreement**

The ratification date of the current Collective Agreement occurred on March 17<sup>th</sup>, 2022.

**2. Re: Mentorship**

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

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

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

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

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

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

### **3. Re: Professional Fees**

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

### **4. Re: Isolation/Remoteness Retention Allowance**

The parties agree that an Isolation/Remoteness Retention Allowance shall be payable in a lump sum within one pay period of the last date of the bi-weekly period following November 1<sup>st</sup>, annually to all nurses (including full-time, part-time and casual) as follows:

\$8,000 for each full-time Nurse

The above amount shall be pro-rated on the basis of all regular hours worked in the previous twelve (12) month period (November 1<sup>st</sup> of the previous year to October 31<sup>st</sup> of the current year.)

This lump sum payment shall be paid on a separate cheque without a surcharge.

### **5. Re: Increasing EFT**

The Parties agree it may be of mutual benefit to the nurses and the Care Home to allow part-time nurses, an opportunity to increase their EFT. Where applicable and where the Care Home and the nurse and the Union mutually agree such an increase may occur without the application of Article 30.

The Employer shall advise all part time Nurses the pre-determined EFT and shift pattern(s) available for the increase of EFT. Requests to permanently increase EFTs shall be made in writing by part-time nurses. The nurses shall indicate the maximum EFT to which they wish to increase. A nurse may increase their EFT up to a 1.0 EFT.

In considering requests the Employer shall offer in order of seniority. Where any request to change EFT has been approved, the Employer shall issue a letter to the nurse confirming the nurse's new EFT in accordance with this Collective Agreement along with an effective date.

Notwithstanding the above, no nurse shall be permitted to increase their EFT while other nurses are on lay off, as long as the laid off nurses can perform the work required.

**MEMORANDA OF UNDERSTANDING  
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BETWEEN  
ROD MCGILLIVARY MEMORIAL CARE HOME  
AND  
MANITOBA NURSES UNION  
OPASKWAYAK NURSES LOCAL 150**

- 1. Re: Ratification of Collective Agreement**
- 2. Re: Mentorship**
- 3. Re: Professional Fees**
- 4. Re: Isolation/Remoteness Retention Allowance**
- 5. Re: Increasing EFT**

**MEMORANDA OF UNDERSTANDING  
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**Re: Special Understandings – Nurse IVs**

The terms of the Collective Agreement shall be applicable to the Nurse IVs except as modified hereinafter. Inclusion of Nurse IVs within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter.

1. Seventy (70.00) hours shall constitute a bi-weekly period of work.
2. **Article 1404** A shift shall be seven (7) consecutive hours of work inclusive of two (2) fifteen (15) minute rest periods, and exclusive of one (1) sixty (60) minute meal break.
3. **Article 1601** Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern for full-time nurses or in excess of seventy (70) hours in a bi-weekly period for part-time nurses. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1602.

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

4. **Article 2101** Unless otherwise agreed between the nurse and the Care Home, the Care Home will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-five (35) hours], equals one (1) calendar week. The vacation year shall be from April 1st to March 31st. The dates used to calculate vacation earned shall be from the end of the last full pay period of March in one vacation accrual year to the end of the last full pay period of the following March. Vacation earned in any vacation year is taken in the following vacation year.  
Upon request, a nurse may be permitted to retain up to three (3) days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in

accordance with Article 1501.

5. **Article 2408 B.5.** Three (3) days of paid leave of absence (21.0 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity or Adoption Leave commences.

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

6. **Article 3803** Applicable to Registered Nurses and Registered Psychiatric Nurses:

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

<b>Length of Experience</b>	<b>Starting Rate</b>
Less than 1820 hours	Start Rate
1820 hours within past 4 years	1 Year Rate
3640 hours within past 5 years	2 Year Rate
5460 hours within past 6 years	3 Year Rate
7280 hours within past 6 years	4 Year Rate
9110 hours within past 7 years	5 Year Rate
10920 hours within the past 7 years	6 Year Rate

**It is mutually agreed that, as of the date of ratification, the Accreditation & Licensing Nurse Educator will start at Year 2 and the Resident Care Coordinator will start at Year 3.**

7. The Appendix A salary scales have been amended to reflect 1820 annual hours of work for Nurse IVs and will be included in Appendix A of the signed Collective Agreement.