

COLLECTIVE AGREEMENT

BETWEEN

PINAOW WACHI INC. PERSONAL CARE HOME

AND

**NORWAY HOUSE CREE NATION NURSES LOCAL 139
OF THE MANITOBA NURSES' UNION**

October 1, 2025 to September 30, 2029

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MANITOBA NURSES UNION

Table of Contents

ARTICLE 1 - SCOPE OF RECOGNITION	3
ARTICLE 2 - EXPIRATION AND RENEWAL	3
ARTICLE 3 - DEFINITIONS.....	4
ARTICLE 4 - MANAGEMENT RIGHTS	5
ARTICLE 5 - UNION SECURITY AND REPRESENTATION	6
ARTICLE 5A - NO CONTRACTING OUT	8
ARTICLE 6 - CONTINUANCE OF OPERATIONS.....	8
ARTICLE 7 - NON DISCRIMINATION	8
ARTICLE 7A - HEALTH AND SAFETY	9
ARTICLE 8 - TECHNOLOGICAL CHANGE	11
ARTICLE 9 - CHANGE OF FUNCTION OF NURSING UNIT	12
ARTICLE 10 - EMERGENCY, DISASTER, FIRE PLANS	12
ARTICLE 11 - JOINT COMMITTEES.....	13
ARTICLE 12 - GRIEVANCE PROCEDURE.....	14
ARTICLE 13 - ARBITRATION PROCEDURE	16
ARTICLE 14 - HOURS OF WORK.....	17
ARTICLE 15 - SHIFT SCHEDULES.....	18
ARTICLE 16 - OVERTIME.....	20
ARTICLE 17 - SHIFT PREMIUM AND WEEKEND PREMIUM	21
ARTICLE 18 - STANDBY	22
ARTICLE 19 - RESPONSIBILITY PAY	23
ARTICLE 20 - TRANSPORTATION ALLOWANCE	24
ARTICLE 21 - VACATIONS	24
ARTICLE 22 - RECOGNIZED HOLIDAYS.....	26
ARTICLE 23 - INCOME PROTECTION AND DISABILITY BENEFITS	27
ARTICLE 24 - LEAVE OF ABSENCE.....	33
ARTICLE 25 - SENIORITY	46
ARTICLE 26 - NOTICE OF TERMINATION OF EMPLOYMENT	47
ARTICLE 27 - LAYOFF AND RECALL	48
ARTICLE 28 - PROMOTION AND SECONDMENT	51
ARTICLE 29 - DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE	52
ARTICLE 30 - VACANCIES, TERM POSITIONS AND NEW POSITIONS	53
ARTICLE 31 - PROBATIONARY PERIOD	56
ARTICLE 32 - PERFORMANCE APPRAISALS.....	57

ARTICLE 33 - DAMAGE TO PERSONAL PROPERTY	57
ARTICLE 34 - SPECIAL UNDERSTANDINGS RE PART-TIME NURSES.....	57
ARTICLE 35 - SPECIAL UNDERSTANDINGS RE CASUAL NURSES	59
ARTICLE 36 - SPECIAL UNDERSTANDINGS RE GRADUATE NURSES, GRADUATE PRACTICAL NURSES AND GRADUATE PSYCHIATRIC NURSES.....	61
ARTICLE 37 - HEALTH PROGRAM.....	63
ARTICLE 38 - SALARIES AND INCREMENTS	63
ARTICLE 39 - EMPLOYEE BENEFIT PROGRAM.....	66
APPENDIX "A" -- SALARIES	68
APPENDIX "B" -- ACADEMIC ALLOWANCE	76
APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS	77
APPENDIX "D" -- BI-WEEKLY NORTHERN ALLOWANCES.....	78

MEMORANDA OF UNDERSTANDING

1.	RE: RATIFICATION OF COLLECTIVE AGREEMENT	79
2.	RE: AGENCY NURSES	79
3.	RE: MENTORSHIP	79
4.	RE: PROFESSIONAL FEES	80
5.	RE: PORTABILITY	80
6.	RE: 12 HOUR MEMO	81
7.	RE: REMOTENESS RETENTION ALLOWANCE	82
8.	RE: RECONNECTION OF SENIORITY	82
9.	RE: RETURN OF SERVICE AGREEMENTS.....	84
10.	RE: UNDERGRADUATE NURSING EMPLOYEE (UNE)	85
11.	RE: NURSE PATIENT RATIOS.....	86
12.	RE: HOUSING/ACCOMMODATION	87
13.	RE: HOUSING/ACCOMMODATION ALLOWANCE.....	87

THIS AGREEMENT made between:

**PINAOW WACHI INC. PERSONAL CARE HOME
(hereinafter referred to as the “Employer”)**

OF THE FIRST PART

and

**NORWAY HOUSE CREE NATION NURSES LOCAL 139
OF THE MANITOBA NURSES UNION
(hereinafter referred to as the “Union”)**

OF 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 Norway House Cree Nation Health programs; and to maintain harmonious relationships between the Employer and the members of the Union; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

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

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

ARTICLE 1 - SCOPE OF RECOGNITION

101 The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-6827.

ARTICLE 2 - EXPIRATION AND RENEWAL

201 This Collective Agreement shall be in full force and effect from the 1st day of October, 2025, up to and including the 30th day of September, 2029.

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 Nurse Practitioner (Registered Nurse Extended Practice) or a Licensed Practical Nurse, or a Registered Psychiatric Nurse, or a graduate nurse, or a graduate nurse extended practice or a graduate practical nurse, or a graduate psychiatric nurse who is employed by the Employer in one of the occupational classifications described in Appendix "C" attached hereto and forming part of this Agreement, subject to Article 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 Employer to replace a full-time or part-time nurse or to supplement regular staff coverage in situations of unforeseen staff shortage.

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

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

305 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" or a "Nurse Practitioner" (Registered Nurse Extended Practice) 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 nurse extended practice means a person whose name is entered on the graduate nurse extended practice 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, graduate psychiatric nurse, and graduate nurse practitioner, except as otherwise specified in the Collective Agreement.

310 The term "site" shall mean the facility within the Norway House Cree Nation.

311 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 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.

312 "Layoff" shall mean the temporary or permanent removal of a nurse from active employment status as a result of an employment security notice issued in accordance with Article 27.

It is understood that nothing contained in the definition of layoff shall abrogate, limit or restrict any right of a nurse as provided in Article 27.

ARTICLE 4 - MANAGEMENT RIGHTS

401 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of 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 Employer, in administering the Collective Agreement, shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 5 - UNION SECURITY AND REPRESENTATION

501 The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. Such letter shall include any dues exemptions. The Employer shall remit such dues to the Manitoba Nurses' Union within fifteen (15) business days following the date deductions were made. The Employer shall also forward 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 and all nurses leave of absence for a period of four (4) weeks or longer. Electronic copies of the lists will be provided.

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

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

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

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

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

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

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

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

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

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

508 If required in relation to the renewal of the Agreement or any new agreement which may be negotiated as herein provided, nurse representatives or officers of the Union shall be granted time off duty, without loss of pay, when participating in negotiations in which both the Union and the Employer are present, subject to a maximum number of two (2) nurse representatives or officers of the Union. The time off for a 2nd nurse will be subject to operational requirements of the Employer. Any travel costs will be the responsibility of the Union and no overtime will be paid.

509 The Employer shall provide the Manitoba Nurses Union (MNU) link to the electronic copy of the Collective Agreement to each nurse at the time of hiring.

510 A suitable notice board or notice board space for the use of the Union will be provided by the Employer. Such notice boards shall be located in each building within the site where members of the bargaining unit are regularly employed. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.

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

512 A representative of the Union shall be granted not less than forty-five (45) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period.

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

ARTICLE 5A - NO CONTRACTING OUT

5A01 The Employer agrees that there shall be no contracting out of any duties performed by members of the bargaining unit, subject to the following conditions:

Available duties/shifts shall be offered in the following order:

- a) Nurses on lay-off
- b) Part-time nurses
- c) Casual nurses
- d) Full-time nurses
- e) Nurses from the Norway House Cree Nation/Norway House Cree Nation Nurses Local 139 bargaining unit
- f) Strictly as a last resort, the Employer is permitted to contract out the duties/shift to a nurse outside of the bargaining unit.

ARTICLE 6 - CONTINUANCE OF OPERATIONS

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

ARTICLE 7 - NON DISCRIMINATION

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

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

702 The Employer and the Union agree that no form of workplace harassment, sexual harassment, disrespectful behaviour 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 Employer 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 Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety and personal protective equipment where required and install safety devices where necessary.

7A03 The Workplace Safety and Health Committee shall cooperate 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 and will review the Critical Incident Stress Management policy, security/response plans and all other applicable policies and regulations.

The Employer will make available appropriate Critical Incident support to a nurse affected by a Critical Incident, an incident or circumstances that are deemed by the nurse to be outside the normal experience of their duties/workplace, and/or upon request of the nurse, or the manager on behalf of the nurse.

The Employer shall provide the Union with the specifics of how nurses are provided support, including through what programs and/or services.

The Employer will communicate to members the option to activate Critical Incident support as well as provide information as to the nature of the support available.

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

There shall be zero tolerance of abuse, harassment or bullying.

Any nurse who believes a situation may become or has become abusive, harassing or bullying shall report this to the immediate supervisor. The Employer 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.

Any workplace injury or harmful exposure suffered by a nurse shall be reported to the Union no later than ninety-six (96) hours after the report/notification is made to the Employer. Such report to the Union will include the name of the affected nurse, if the nurse agrees, and a brief description as to the mechanism of injury/exposure.

In regards to respectful workplace; there shall be a policy supporting a Respectful Workplace which shall be provided to the Union and shall be reviewed annually by the Workplace Health and Safety Committee. Such policy shall address the issue of communication strategies, which will include signage. The Employer's Respectful Workplace policy shall include a commitment to conclude the investigation as quickly as is reasonably possible. Where a respectful workplace complaint is filed by a nurse, the Employer shall notify the Union of such complaint no later than ten (10) business days following receipt of the complaint.

Where the Union has concerns regarding the impartiality of an Employer conducted Respectful Workplace Investigation, the Union shall have the right to request the investigation be conducted by an individual from outside the work site. The Employer shall give all due reasonable consideration to such request.

If a respectful workplace investigation is conducted, a report of findings, or a summary of the report will be shared by the Employer with the complainant and respondent nurses. Where a summary is provided, rather than the full report the Union may request and the Employer shall provide the rationale for the provision of a summary rather than the full report. The complainant and respondent may share the report/summary with their Union if they wish.

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

All reasonable efforts should be made to provide immunization(s) to the nurse during their regularly scheduled work hours.

7A06 Rehabilitation and Return to Work Program

The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled nurses even when they are not covered under the Long Term Disability Plan ("LTD"), Workers' Compensation Board ("WCB") or Manitoba Public Insurance ("MPI") programs. For clarity, where a nurse is waiting for a decision from LTD, WCB, or MPI and has been medically cleared to return to work, the Employer will pay for all return to work hours. It is understood that the nurse will reimburse the Employer once their claim is accepted and shall sign a payroll deduction authorization to that effect. The

nurse shall also have the option to reimburse the Employer through a lump sum payment which may include credit card payment. Any such nurse will be supernumerary in nature when reasonably possible. The Union shall be notified by the Employer if there is a request for rehabilitation and/or return to work program for a nurse. The Employer shall include the Union in the initial meeting with the nurse to review the provisions of the program to ensure that the work designated is within their restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Union and the nurse and may proceed without the Union's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

7A07 **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 The Employer recognizes its obligation to ensure, so far as is reasonably practicable, the safety, health and welfare of nurses at work. The Employer agrees that the obligation includes taking all precautions necessary, in so far as is reasonably practicable, even where there is not yet scientific certainty regarding the efficacy and/or necessity of such measures.

ARTICLE 8 - TECHNOLOGICAL CHANGE

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

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

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

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

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

ARTICLE 9 - CHANGE OF FUNCTION OF NURSING UNIT

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 changes.

ARTICLE 10 - EMERGENCY, DISASTER, FIRE PLANS

1001 Emergency

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

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

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

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

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

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

1002**Drills**

- (a) Facility disaster, emergency or fire plans brought into effect shall override the provisions of the Agreement provided always that where overtime is worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.
- (b) The importance of regular disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is encouraged.
- (c) Fire drills and equipment testing shall be held in accordance with the Manitoba Fire Code, and a review of written disaster plan exercises will be conducted at least once annually. The site will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the site emergency, disaster, and fire plans during orientation to the site. 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 Employer and the Union agree to establish and maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives include the Director of Nursing; 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. Other persons may be invited to participate as mutually agreed.

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

1102

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

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

- (b) 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 Employer at their regular 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 and Health Committee within their first year on the Committee.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

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

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

1204 A nurse or Union representative shall request permission from their immediate supervisor to leave their duties in order to process grievances; they shall report to their immediate supervisor upon their return; they shall be granted this permission when, in the opinion of their immediate supervisor, it will not prejudice care or student education or require any staff replacement in either area. 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 supervisor outside the bargaining unit, and if the matter is not settled to their satisfaction the nurse may proceed with the grievance themselves or elect to be represented by a Union representative.

1206 Step One

If the 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 Executive Director. The Executive Director shall reply in writing within ten (10) days of receipt of the written grievance.

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

1207 Step Two

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

The Employer agrees to notify the Union in writing when there is a change in the position of Executive Director.

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

1209 The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the 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. Subject to the provision of Article 1209 above, failure of the Employer to comply with any of the time limits specified in this Article shall result in the grievance being deemed to have succeeded.

ARTICLE 13 - ARBITRATION PROCEDURE

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

1302 A referral for arbitration shall be made in writing by either party, addressed to the other party to this Agreement, within the time defined in Article 1301. The referral for arbitration shall contain the names of three (3) proposed sole arbitrators. The other party shall, within ten (10) days of the receipt of such notice, notify the party who referred the matter to arbitration of the acceptance of one of the arbitrators named or propose others. Where the parties are unable to agree on the choice of a single arbitrator, the party who referred the matter to arbitration may make application to the Manitoba Labour Board to select an arbitrator, or proceed as outlined in Article 1303.

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

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

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

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

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

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

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

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

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

1312 Nurses whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of salary as a result.

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

1402 The meal period will be scheduled by the Employer and will be one (1) hour in duration, unless otherwise mutually agreed between the nurse(s) concerned and the Employer.

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

1404 A shift shall be seven and a half (7.5) consecutive hours of work exclusive of meal times and inclusive of two (2) fifteen (15) minute rest periods. This clause shall not, however, prevent trial and implementation of changes in shift length if mutually agreed between a majority of nurses whose schedule is affected, the Union representing these

nurses whose schedule is affected and the Employer. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

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

1406 Where a nurse cannot arrive as scheduled at the Facility due to whiteout/blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or 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.

ARTICLE 15 - SHIFT SCHEDULES

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

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

1503 Night shift shall be considered 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 Employer in meaningful consultation with the nurse(s) concerned.

The process for meaningful consultation shall include:

- Employer proposes a master rotation including the Employer established criteria and provides to Nurses concerned
- Nurses are provided reasonable time to submit feedback and/or an alternate master rotation for consideration.
- The amended or new master rotation is provided to Nurses for review. Nurses are provided with a reasonable time to submit feedback.
- At each step of the consultation process the Union will be provided with the new or revised master rotation to ensure contract compliance.
- Employer has the sole discretion to select the new master rotation and provides rationale for the selection.

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

- (a) a minimum of one (1) regular shifts off between assigned shifts as defined in Article 1404 herein.
- (b) a minimum of two (2) consecutive days off at one time except on a changeover from Day shift to Evening shift, when a single day off may be given.
- (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 eight (8) consecutive days of work and preferably less between days off.
- (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 resident 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.

ARTICLE 16 - OVERTIME

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

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

1602 Each nurse shall be paid at the rate two (2) times their basic salary for all hours of authorized overtime in any one (1) day. A full-time nurse shall receive 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 paid at two and one-half (2.50) times their basic salary.

1603 Notwithstanding Articles 1601 and 1602 above, where a nurse works two consecutive shifts, the nurse shall be paid the full hours for both shifts and shall not be required to work an additional thirty (30) minutes. 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 on a separate cheque without a surcharge on the dates designated by the Employer. At the nurse's request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. All accumulated overtime must be taken as time off or paid out by March thirty-first (31st) of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall

be paid to the nurse in the last pay period of the fiscal year on a separate cheque without a surcharge.

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 Article 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 When a nurse is required to work overtime without advance notice for a period in excess of two (2) hours immediately following their scheduled shift, the nurse shall be provided with a meal allowance of up to twelve dollars (\$12.00) or twenty-five dollars (\$25.00) (based on provision of a receipt by the nurse) effective May 11, 2026.

1610 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 Employer.

ARTICLE 17 - SHIFT PREMIUM AND WEEKEND PREMIUM

1701

- (a) An evening shift premium of two dollars (\$2.00) [two dollars and twenty-five cents (\$2.25) effective May 11, 2026] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and 2400 hours.
- (b) A night shift premium of three dollars (\$3.00) [three dollars and seventy-five cents (\$3.75) effective May 11, 2026] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

1702 The Evening shift premium shall also be applicable to each hour worked after 1800 hours on a "modified" Day or Evening shift during which at least two (2) hours are worked between 1800 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 1800 hours to the termination of the Day shift on a twelve (12) hour shift pattern.

1703 A weekend premium of two (\$2.00) dollars [four dollars and fifty cents (\$4.50 effective May 11, 2026)] 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.

1704 When a nurse is on standby, shift premium and weekend premium are payable only for hours actually worked on a callback.

ARTICLE 18 - STANDBY

1801 "Standby/On-Call" shall refer to any period of time duly authorized by the Employer during which a nurse is required to be available to return to work without undue delay. Callback shall be limited to the unit(s) for which the nurse is on standby/on-call.

1802 Nurses required to be on standby/on-call shall receive two (2) hours basic pay per twelve (12) hour shift or portion thereof.

1803 A nurse actually called back to work when they are on standby/on-call 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/on-call allowance shall be paid for any time during which a nurse is actually called back to work.

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

1806 Telephone Consultation(s)

When a nurse is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:

- (a) A nurse who is placed on standby shall, in addition to standby premium, be paid at the applicable overtime rates for all time spent on any telephone calls received. In any event the nurse shall be guaranteed a minimum of fifteen (15) minutes compensation at the aforementioned rate per call. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15)-minute interval.
- (b) A nurse designated by the Employer but not on standby shall be paid at the applicable overtime rates for all time spent on any telephone calls received. In any event the nurse shall be guaranteed a minimum of fifteen (15) minutes compensation at the aforementioned rate per call. Accepting any such calls and/or processing such electronic communications when not receiving the standby premium shall be at the discretion of the nurse. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15)-minute interval.
- (c) Nurses consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.
- (d) Where the nurse is authorized to handle bona fide work-related matters through electronic means, including email, without returning to the workplace, the nurse shall be compensated in the same manner as a telephone consultation.

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", or assigned Ongomiizin Health Services (OHS) duties will receive an allowance of two dollars (\$2.00) [three dollars (\$3.00) effective May 11, 2026] for each hour worked.

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

This clause applies only in the absence of the Administrator or Director of Nursing being able to attend at the facility within one (1) hour.

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

1903 For temporary assignments of promotion of more than four (4) weeks in length, the terms of Article 2801 herein shall be applicable to salary rates.

(For ease of reference: Article 2801 states: “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.)

ARTICLE 20 - TRANSPORTATION ALLOWANCE

2001 Where a nurse is required and authorized to use their privately owned vehicle on the Employer’s business they shall be reimbursed fifty-four cents (\$0.54) [seventy-three (\$0.73) effective May 11, 2026] per kilometre for all travel from the facility and between work locations.

ARTICLE 21 - VACATIONS

2101 Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days equals one (1) calendar week. The dates used to calculate vacation earned shall be from April 1st to March 31st in the following year. Vacation earned in any vacation year is taken in the following vacation year.

The nurse shall have the right to request which day of the week their vacation begins. The Employer shall make every reasonable effort to avoid scheduling a nurse to work on a weekend immediately preceding or following scheduled vacation.

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 Indigenous Ceremonies, hunting and gathering purposes, or special occasion, as long as adequate notice is given in order to accommodate scheduling.

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

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

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first three (3) years	Twenty (20) days/four (4) weeks per year
In the fourth (4 th) to ninth (9 th) year inclusive	Twenty-five (25) days/five (5) weeks per year
In the tenth(10 th) to nineteenth (19 th)	Thirty (30) days/six (6) weeks per year

year inclusive

In the twentieth (20th) and subsequent
years

Thirty-five (35) days/seven (7) weeks
per year

Three (3) additional paid days travel time will be granted each year which must be used in the given year and may not be carried over.

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

Vacation entitlement for the vacation year following completion of the 3rd, 9th and 19th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

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 Workers' Compensation up to two (2) years
- (c) any period of unpaid leave of absence of up to four (4) weeks
- (d) any period of layoff of less than eighteen (18) weeks
- (e) educational leave of up to two (2) years
- (f) any period of parenting leave.
- (g) any period of leave related to critical illness, as identified in Article 2415.

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

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 Employer shall notify each nurse, prior to their vacation, of the date and time upon which they are to report back to work following their vacation, but this will not

preclude the making of a change during the nurse's vacation period if mutual agreement is reached between the Employer and the nurse.

2109 A nurse must give as much advance notice of vacation requests as possible, and in any event not less than one (1) months notice. Wherever possible, and subject to the amount of earned vacation a nurse has, vacation must be taken in reasonable efforts to accommodate nurses' vacation requests, subject to operational requirements. Where nurses' vacation requests conflict, priority will be given to those nurses having the most seniority within each occupational classification.

ARTICLE 22 - RECOGNIZED HOLIDAYS

2201 For purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1st), Louis Riel Day (Family Day), Good Friday, Easter Monday, Victoria Day, Canada Day (July 1st), the first Monday in August-Terry Fox Day, Labour Day, Thanksgiving Day, Remembrance Day (November 11th), Christmas Day (December 25th), Boxing Day (December 26th), Aboriginal Justice Awareness Day, Aboriginal Veterans Day, Aboriginal Solidarity Day; National Day of Truth and Reconciliation 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 2205, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer 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 2205, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that they receive an extra day's pay at their basic rate of pay.

A nurse required to work on Aboriginal Justice Awareness Day and Aboriginal Veterans Day will be paid at straight time, and in addition it is understood that one (1) day off shall be banked in accordance with Article 2205, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse.

2204 The Employer agrees to assign time off as equitably as possible over Christmas and New Year's, endeavouring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's.

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.

2205 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 Employer, accumulated lieu days must be taken within the fiscal year in which they were earned.

If the accumulated lieu days are not taken within the fiscal year earned the accumulated days will be paid out at one and one half (1.5) times their basic rate of pay.

Upon written request, a nurse may carryover up to four (4) days in lieu to the next fiscal year. During the fiscal year that Good Friday and Easter Monday statutory holidays occur in March, the nurse may exceed four (4) days in lieu by the two (2) Easter statutory holidays.

2206 Assignment of Recognized Holidays on the actual day of their occurrence shall be made as equitably as reasonably possible.

ARTICLE 23 - INCOME PROTECTION AND DISABILITY BENEFITS

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 either the Workers Compensation Board or the Manitoba Public Insurance as a result of a motor vehicle accident [subject to Article 2303], or
- (ii) In the opinion of the Employer, their presence constituted a health hazard for patient and/or other employees and they were instructed by the Employer 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.

Note: For each one and one-quarter (1.25) days of income protection accumulated, one day* (80%) shall be reserved exclusively for the nurse's personal use as

outlined in Article 2301. The remaining one-quarter (.25) of a day* (20%) shall be reserved for either the nurse's personal use as outlined in Article 2301, or for use in the event of family illness as specified in Article 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

Effective April 1, 2027: Each nurse shall accumulate income protection at the rate of one and one half (1.5) days for each full month of employment.

NOTE: For each one and one-half (1.5) days of income protection accumulated, one point two (1.2) days* (80%) shall be reserved exclusively for the nurse's personal use as outlined in Article 2301. The remaining point three (0.3) of a day* (20%) shall be reserved for either the nurse's personal use as outlined in Article 2301, or for use in the event of family illness as specified in Article 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

(*In the nurse's first year of employment, amend one point two (1.2) days to read 0.9 of a day and amend 0.3 days to read 0.6 of a day)

2303

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

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

- (iii) Where a nurse has applied for WCB or MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:

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

The Employer's supplement shall be charged to the nurse's accumulated income protection credits and such supplement shall be paid until the nurse's accumulated income protection credits are exhausted, or until 119 calendar days have elapsed since the first day of supplement, whichever is less.

- (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, long term disability plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to

the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.

- (iii) Further to this, the Employer shall notify the Workers Compensation/ Manitoba Public Insurance of salary adjustments at the time they occur.
- (iv) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.
- (c) Where the WCB/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 LTD/WCB/MPI prior to the commencement of their vacation shall, upon their request, have their vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. If the nurse's current annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may elect to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time) and the remainder will be paid out at the end of the current vacation year.

2304 The Employer shall be entitled to recover any income protection/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 Employer 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	--	Three (3) hours
Prior to Night shift	--	Three (3) hours

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

2306 The Employer, either at the time of notification by the nurse of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection/sick leave and as proof of the nurse's ability to perform their regular duties. Failure to provide such a certificate when requested may disqualify a nurse from receiving paid income

protection/sick leave or may result in a refusal of permission for them to resume their duties.

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

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

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

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

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

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

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

2311 Upon written request, the nurse may obtain information concerning their accumulated sick leave credits up to four (4) times per fiscal year and shall be provided with the information within thirty (30) days of the receipt of this request.

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

2313 A nurse who has completed the probationary period who is unable to perform their work by reason of an accident or illness not fully covered by income protection, upon providing an acceptable medical certificate, shall be granted unpaid leave of absence as required for recovery; subject to review at three (3) months, or lesser intervals, at the discretion of the Employer.

2314 Accumulation of income protection will continue during any unpaid leave of absence or layoff of four (4) weeks or less.

2315 The Employer when reviewing a nurse's absences under an Attendance Management Program will consider and take into account individual circumstances and absences arising out of a medically-established serious or chronic condition.

2316 Personal Wellness Leave (PWL)
Personal Wellness Leave (PWL) is designated time off that a nurse can use to support their physical and mental wellness.

Up to two (2) days in each fiscal year may be deducted from a nurse's accumulated income protection credits to be used for PWL. The use of PWL cannot reduce the number of income protection credits to less than twelve (12) days.

The utilization of PWL is subject to the following:

- (a) the leave shall be for physical or mental wellness,
- (b) the two (2) days of leave can be used consecutively, but shall not be used contiguous with a vacation leave, and
- (c) these two (2) days are not carried forward from fiscal year to fiscal year.

The nurse shall request PWL at minimum twenty-four (24) hours in advance and no more than seventy-two (72) hours in advance. Subject to operational requirements, the request for PWL shall not be unreasonably denied.

PWLs are intended to support physical and mental wellness and these days will not be used by the Employer with respect to any Attendance Management Program that may relate to the nurse.

ARTICLE 24 - LEAVE OF ABSENCE

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

Where a nurse requests to return to work prior to the expiry of the leave of absence as set out in the approved request, the Employer shall have no obligation to return the nurse to work until such time that the leave of absence would have expired, except as per 2407 B.6.

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

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

2404 Income protection/sick leave and vacation benefits will continue to accrue during any period of an unpaid leave of absence, approved by the Employer of four (4) weeks or less.

2405 Professional Leave

If, in the opinion of the Employer 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.

2406 Education Leave

(a) Where in the opinion of the Employer it is in the best interests of patient care, nurses may attend educational conferences, workshops, programs or

seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the nurse suffers no loss of salary.

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

The Employer shall make all reasonable efforts to allow the nurse to attend the required education during the nurse's scheduled working hours.

(c) Educational Development

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

2407 Parenting Leave

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave. A nurse shall be granted leave of absence for up to 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 Employer.
 - (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of their health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.

B. Maternity Leave Plan "B"

1. In order to qualify for Plan B, a pregnant nurse must:

- (a) submit to the Employer an application in writing, for leave under Plan B not less than one (1) month before the intended date of the leave.
- (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.
- (c) provide the Employer with proof that they have applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the nurse has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
- (d) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of the nurse's health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.

2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

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

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

3. A nurse who qualifies is entitled to a maternity leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in (1) (b).
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in (1) (b).
 - (c) the Employer may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.
- 4. Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to the Employment Insurance Act, the nurse must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the nurse in exceptional circumstances.

Following receipt of the above proof, the Employer shall provide the nurse a Maternity Leave allowance with the SUB Plan as follows:

- (a) for the first week a nurse shall receive ninety-three percent (93%) of their weekly rate of pay;
 - (b) for up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the EI benefits the nurse is eligible to receive and ninety-three percent (93%) of their normal weekly earnings.
 - (c) All other time as may be provided under this Article, shall be on a leave without pay basis.
- 5. Plan B does not apply to a newly hired nurse occupying a term position.
- 6. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

C.

1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an

application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.

- (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
 - (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to sixty-three (63) weeks inclusive of vacation as specified in (B.2) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with Article 2401.
2. Except as outlined below, any nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

Where 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 eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
- 4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

5. Three (3) days of paid leave of absence (22.50 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity, or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

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

6. A nurse may end Maternity or Parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the nurse wants to end the leave. This provision includes the cancellation of any term position. Where the Employer has made arrangements for alternate staffing to cover the nurse's absence, the Employer shall have the right to cancel shifts. A minimum of two (2) weeks notice shall be provided for any such cancelled shift.

2408

Union Leave:

- (a) Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or benefits may 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 Employer for salary, benefits and related payroll costs.
- (b) Subject to four (4) weeks' notice, six (6) weeks for Nurse IV, a nurse elected or selected to a full-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress/Manitoba Federation of Labour may be granted leave of absence subject to operational requirements without loss of seniority, salary or benefits for a period of up to three (3) years. Such leave shall be renewed each year, on request, during their term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs.

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

2409 Legal and Investigative Proceedings

1.

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

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

- b) A nurse required to attend a court proceeding/inquest to provide medical/clinical evidence shall receive a leave of absence at their regular basic rate of pay, and shall remit to the employer any witness fees received. The nurse shall not be required to remit any reimbursement of expenses for such duty.
- c) Where a nurse is required to prepare for a court proceeding/inquest where they will provide medical/clinical evidence, during time that the nurse is not scheduled to work, the Employer and the nurse will mutually agree on alternate time off in lieu or compensate for time at regular rates of pay, subject to the Employer's prior approval of the required preparation time.
- d) Where the Employer requires the nurse to participate in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the nurse's regular day of work, the Employer will compensate the nurse for the investigation meeting time at regular rates of pay.
- e) A nurse required to attend a court proceeding as a party to that proceeding, occasioned by the nurse's private affairs shall receive a leave of absence without pay for the required absence.

2410 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 funeral, or four (4) or five (5) calendar days following the death, whichever is the greater.

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, cousin, 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) An additional two (2) days with pay may be allowed for travelling time if warranted. Immediate supervisor must approve these additional days.
- (c) Up to two (2) or more additional days leave without pay or against banked time or vacation shall be issued to the nurse if special circumstances warrant (this does not include circumstances as described in paragraph (b) above). These special circumstances shall be determined on an individual basis and will be at the discretion of the Employer.
- (d) A nurse may request special leave of one (1) day to attend a funeral or act as a pallbearer in the event of the death of a close friend or relative. Payment of wages for such time taken shall be at the discretion of the Employer.
- (e) 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.

2411 Leave re Public Office

In the event a nurse is nominated for public office they will be placed on unpaid leave of absence from the date of nomination until the date of announcement of the election results by the electoral officer. In the event the nurse is elected they shall be deemed to have resigned effective the date of the announcement, and in the event the nurse is not elected, the unpaid leave will terminate effective the date of the announcement.

2412 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.

2413 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.

2414 Compassionate Care Leave

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

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

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

- (e) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the nurse;
 - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
 - (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;
 - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
 - (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;

- (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
 - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
 - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) Unless otherwise mutually agreed, a nurse may end their Compassionate Care Leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours' notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours' notice of cancellation."
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of Article 2302, a nurse may apply to utilize income protection to cover part or all of the one (1) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2410.

2415 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 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 (2) 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

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.

2416

Pre-retirement Leave

(a)

Full-time nurses who:

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

shall be granted paid pre-retirement leave on the basis of 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) terminate employment at any time due to permanent disability shall be granted paid pre-retirement leave as specified above on a pro rata basis. Calculation will be based on the following formula:

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

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 Employer 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. The lump sum shall be payable as soon as reasonably possible after the last day paid.

- (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.

2417 Secondment to Educational Institutions

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

These individuals will be placed on a paid leave of absence for the duration of the educational institution secondment.

2418 Leave for Organ Donation

Upon providing as much written notice as possible, a nurse shall be eligible to utilize accumulated personal income protection credits for the purpose of organ donation.

ARTICLE 25 - SENIORITY

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

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

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

- (i) they are on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) they are on an unpaid leave of absence due to injury or illness which may be compensable by the Workers Compensation, the Disability Benefits Provider or MPI, 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 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 Employer 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 Workers Compensation, MPI or Disability Benefits for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (v) 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;
- (viii) they are on Compassionate Care Leave, Leave Related to Critical Illness, or Interpersonal Violence Leave, as provided for in the Employment Standards Code.

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

2505 The seniority of a nurse will terminate if:

- (i) 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 who is/are on Parenting Leave or Parental Leave.

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

ARTICLE 26 - NOTICE OF TERMINATION OF EMPLOYMENT

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

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

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

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

2604 Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of their employment and within 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.

2605 Upon termination of employment an exit appraisal shall be forwarded to the nurse to voluntarily complete. Included on the form will be an option for the nurse to request a personal meeting with an Employer designate who is other than the nurse's direct manager.

ARTICLE 27 - LAYOFF AND RECALL

2701 Employment Security

- (a) It will be incumbent upon the Employer 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 Employer and the Union, no later than twenty (20) days after the notification in (a) above.
- (c) The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.
- (d) The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.

(e) In keeping with the Employer's commitment to ensure that any affected nurse shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, Article 27 shall apply. Should the nurse choose to not exercise seniority rights under Article 27, then layoff in accordance with Article 27 shall apply.

(f) In the event of (e) above occurring or in the event of the closure of the Employer, the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with retention of employment for nurses.

2702 When a reduction in the working force becomes necessary, nurses will be laid off in reverse order of seniority within their occupational classification within the site, subject only to more senior nurses being qualified, competent and willing to perform the required work.

2703 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.

2704 No lay-off of full-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 three (3) years 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 three (3) 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 five point seventy-seven percent (5.77 %) [six point one five percent (6.15%) [effective March 24, 2022] of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque.

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

(f) Increments (calculated from the date of the nurse's last increment, or their starting date as the case may be) shall be provided on the basis of one (1) increment for each 1285 hours worked or one (1) calendar year from the date of their last increment, whichever occurs later. In the case of the increment being given on the basis of 1285 hours worked, it shall be applied to the pay period next following completion of 1285 hours worked.

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.

2705 No new nurses will be hired when other nurses are on layoff, except for reasons of a special skill requirement.

2706 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.

2707 Nurses shall be recalled in seniority order to available positions in equal or lower paid occupational classifications provided they are qualified to perform the required work. Such recall shall be made in writing either by personal service, registered mail, or confirmed electronic mail and shall provide for at least one (1) week's notice to report back to work. Confirmation includes indication of 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.

2708 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.

2709 Laid off nurses shall be entitled to apply for nursing job vacancies, other than those to which they have recall rights. Copies of job postings will be sent to the President of the Local during the period when any nurses are on layoff.

2710 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.

2711 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 Employer. During the first six (6) weeks of this trial period, the nurse may return to their former position at their request or be returned to their former position by the Employer. During the last six (6) weeks of this trial period, they may return to their former classification at their request or be returned to their former classification by the Employer.

ARTICLE 29 - DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE

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

2902 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of a nurse, the Employer shall notify the nurse and the Union in writing of the action taken and the reasons either by personal service, registered mail or confirmed electronic mail. Confirmation includes indication of 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. The Employer agrees to remove and destroy any disciplinary documentation from the nurse's personnel file after twenty-four (24) months providing no similar incidents occur within that period.

2905 A nurse accompanied by a Union representative if they so elect shall be given every reasonable 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. 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. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter.

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

ARTICLE 30 - VACANCIES, TERM POSITIONS AND NEW POSITIONS

3001 Subject to Article 3002 herein, the Employer agrees to post notices of vacant, term or new positions covered under this Agreement for at least seven (7) days to enable nurses presently in the employ of the Employer to apply for same. In addition, a copy of each posting will be emailed to the MNU Worksite President or designate. Such posting shall not preclude the Employer from advertising outside the site premises. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) and the date of closing of the competition. Job descriptions shall be available to applicants on request.

When the Employer creates a new position which requires any applicant to be a nurse registered or eligible for registration with a Manitoba nursing college including, but not limited to, classifications in Appendix C of this Collective Agreement, or the Employer intends that the new position will be out of scope, the Employer shall provide the Union with a copy of any posting(s) or the job description(s) for the position(s) in advance of the position(s) being posted. The Union may file a grievance challenging the designation in accordance with the procedure set out in Article 12.

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

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

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

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

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, where resident census or workload

necessitates a temporary increase in staffing, if mutually agreed, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under the Employment Security provisions in Article 27, or as otherwise mutually agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

- (b) A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Maternity and Parental leave of absence

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

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

In case a nurse on Maternity or Parental Leave wants to exercise their right to return from such leave earlier than anticipated, having given appropriate notice as per Article 2407 B.6, the Employer shall state on the job posting that the said term position is a "Maternity or Parental Leave of absence term" which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

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

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

3007 Notwithstanding the provisions of Articles 3001 through 3005 above the parties agree that it may be of mutual benefit to the nurses and the Employer to allow part-time nurses, who request to do so, to increase their EFT and/or allow casual nurses to obtain a part-time or full-time position.

- (a) Where the Employer has demonstrated significant reliance upon casual nurses and/or agency nurses to maintain adequate staffing/patient/resident care in a particular site/program/unit, and where part-time nurses at the same site/program/unit have expressed a desire to increase their EFT the Employer shall take all reasonable measures to accommodate such requests. The EFT of a part time nurse may be increased in accordance with the following process:
 - (i) The process will commence at a date determined by the parties. The Employer shall determine the total EFT and shift patterns available per nursing unit.
 - (ii) The Employer shall communicate to all part time nurses on a nursing unit the pre-determined EFT and shift pattern(s) available for the increase of EFT process. 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.
 - (iii) In considering requests, the Employer shall consider such factors as current EFTs, shift assignments, shift schedules, the unit(s) needs and the requirements of Article 15. If the request by nurses within a unit exceed the availability within that unit as determined by the Employer, the Employer shall offer in order of seniority.
 - (iv) A part-time nurse shall not be permitted to increase their EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.
 - (v) 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.
 - (vi) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
 - (vii) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of Article 1504. '.
 - (viii) The Employer is not prevented from exercising any of its normal management rights as a result of this Article including, without limitation, the right to post vacant positions.
 - (ix) The parties shall be advised of the outcome in the Increase of EFT Process of each nursing unit.
- (b) Where all EFT increase requests have been considered and implemented and/or the Employer has offered EFT increases for part-time nurses, and

where casual nurses at the same site/program/unit have expressed a desire to obtain a full or part time position, the Employer shall take all reasonable measures to transition those casual nurses to a part-time or full-time position in accordance with the following process:

- (i) The process will commence at a date determined by the parties. The Employer shall determine the total EFT and shift patterns available per nursing unit.
- (ii) The Employer shall communicate to all casual nurses at the site/facility/program the pre-determined EFT and shift pattern(s) available for the increase of EFT process. Requests to obtain an EFT shall be made in writing by casual 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.
- (iii) In considering requests, the Employer shall consider such factors as current EFTs, shift assignments, shift schedules, the unit(s) needs and the requirements of Article 15. If the request by nurses within a unit exceed the availability within that unit as determined by the Employer, the Employer shall offer in order of casual seniority.
- (iv) A casual nurse shall not be awarded an EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.
- (v) Where any request to obtain an EFT has been approved, the Employer shall issue a letter to the nurse confirming the nurse's EFT in accordance with this Collective Agreement along with an effective date.
- (vi) Copies of all requests and responses to requests to obtain an EFT shall be provided to the Union.
- (vii) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of Article 1504.
- (viii) The Employer is not prevented from exercising any of its normal management rights as a result of this Article including, without limitation, the right to post vacant positions.
- (ix) The parties shall be advised of the outcome in the Increase of EFT Process of each nursing unit.

ARTICLE 31 - PROBATIONARY PERIOD

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

nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

ARTICLE 32 - PERFORMANCE APPRAISALS

3201 The Employer may complete a written appraisal of a nurse's performance at least once every two (2) years. Upon request, the nurse shall be given an exact copy of the appraisal. The Nurse in Charge/Manager will provide input into the clinical aspects of the nurse's performance.

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

ARTICLE 33 - DAMAGE TO PERSONAL PROPERTY

3301 In recognition of the fact that, as a direct result of performing their duties, nurses may have their clothing or other personal property damaged, the Employer agrees to make reasonable compensation, following receipt of the nurse's documentation of the incident. Such claim shall not unreasonably be denied.

ARTICLE 34 - SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

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

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

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

3405

(a) Vacation pay shall be calculated as follows:

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

(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 pay proportionately during each week of scheduled vacation.

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

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

3407 Part-time nurses will be paid five point seventy-seven percent (5.77 %) [six point one five percent (6.15%) effective March 24, 2022] of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

3408 A part-time nurse shall receive increments (calculated from the date of their last increment, or their starting date as the case may be) on the basis of one (1) increment for each 1285 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1285 hours worked, it shall be applied to the pay period next following completion of 1285 hours worked.

Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less or a paid leave of absence, or an educational leave of absence of up to two (2) years.

A nurse's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

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 1950 hours calculated under the formula:

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

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

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

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 1285 hours calculated under the formula:

$$B = 1285 - (A \times 2/3)$$

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

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

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

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

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

- (a) Such casual nurse will be paid in accordance with the salary specified in Appendices "A" and "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.

3504 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 Employer Sponsored Educational Development allowance in 2406 (a), (b), (c).
- continuation of placement at the fifteen (15), twenty (20) and twenty-five (25) year rate if rehired after a period of no longer than six (6) months. For clarity a period of pre-retirement leave does not count towards the six (6) month qualification time limit.

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

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.

3506 The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual nurse receives any payment, and such dues shall be forwarded to the Manitoba Nurses' Union monthly in accordance with Article 501.

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

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

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

3509 Casual nurses shall accrue seniority for 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), the nurse shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

3510 Casual nurses will be paid six point one five percent (6.15%) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 14) and shall be included in each regular pay cheque.

3511 Previous nursing experience of casuals will be considered in terms of applicability to the position applied for and, provided that equivalent qualifications are met, preference shall be given to the casual nurses over applicants from outside the site.

3512 Should the Employer make an error in a nurse's pay which results in a loss of fifteen (15) hours or more of regular pay, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than fifteen (15) hours of regular pay, the correction will be made on the next scheduled pay day.

3513 Subject to Article 3002, if the vacancy in question is for a casual nursing position, and the Employer has posted a notice of vacancy for over seven (7) days, the vacancy may remain open indefinitely until it is filled and a new notice of vacancy does not need to be posted.

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

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

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

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

3602 Out of Province Nurses

- (a) A person in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory whose name appears on the graduate nurse or graduate psychiatric nurse register may commence employment at the Nurse II Start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of their employment, shall receive recognition of previous experience as specified in Article 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 or graduate psychiatric 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 Employer shall be provided by the Employer and shall be at the expense of the Employer.

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

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

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/sick leave 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).

3803Applicable 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 1950 hours	Start Rate
1950 hours within past 6 years	1 Year Rate
3900 hours within past 8 years	2 Year Rate
5850 hours within past 9 years	3 Year Rate
7800 hours within past 12 years	4 Year Rate
9750 hours within past 13 years	5 Year Rate
11700 hours within the past 14 years	6 Year Rate
13650 hours within past 15 years	7 Year Rate
On the nurse's 15 th Anniversary (of continuous service with the Employer)	15 Year Rate
On the nurse's 20 th Anniversary (of continuous service with the Employer)	20 Year Rate
On the nurse's 25 th Anniversary (of continuous service with the Employer)	25 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 they 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 Employer shall, on the basis of written performance appraisal discussed with them, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

3804Applicable 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 1950 hours	Start Rate
1950 hours within past 6 years	1 Year Rate
3900 hours within past 8 years	2 Year Rate
5850 hours within past 9 years	3 Year Rate

7800 hours within past 12 years	4 Year Rate
9750 hours within past 13 years	5 Year Rate
11700 hours within the past 14 years	6 Year Rate
13650 hours within past 15 years	7 Year Rate
On the nurse's 15 th Anniversary (of continuous service with the Employer)	15 Year Rate
On the nurse's 20 th Anniversary (of continuous service with the Employer)	20 Year Rate
On the nurse's 25 th Anniversary (of continuous service with the Employer)	25 Year Rate

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

3806 Increments:

- (a) Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the nurse's employment, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the nurse, withhold an annual increment, subject to review within and not later than three (3) months of the date such increment was withheld.
- (b) Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less, or a paid leave of absence, or an educational leave of absence of up to two (2) years.

A nurse's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

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

3808 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, or

within ninety (90) days from the date the parties sign the Memorandum of Settlement, whichever is later.

Upon written application to the Employer within one hundred and eighty (180) days of ratification of the Collective Agreement, or within one hundred and eighty (180) days from the date the parties sign the Memorandum of Settlement, whichever is later, nurses who have terminated employment with the Employer shall be entitled to retroactive pay.

3809 Should an error be made in a nurse's pay which results in a loss of fifteen (15) hours or more of regular pay, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than fifteen (15) hours of regular pay, the correction will be made on the next scheduled pay day.

3810 Eligibility for the fifteen (15), twenty (20) and twenty-five (25) year salary step will include:

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

ARTICLE 39 - EMPLOYEE BENEFIT PROGRAM

3901 Where a nurse is on an Employer paid return to work plan or Employer paid accommodation the Employer shall continue to pay the Employer premiums to maintain coverage under the Group Dental Plan, Group Extended Health Plan, D&R and Employee Assistance Plan, while the nurse continues to pay the Employee premiums associated to the plan(s).

3902 The Employer will maintain RRSP Vehicle with defined contributions of 5.5% by both employees and the employer.

Participation in the RRSP plan for the nurse will be mandatory.

Additional voluntary contributions may be made by nurses on a biweekly basis up to the Revenue Canada maximum. The amount shall be one percent (1%) or greater which must be designated by January 31st of each year. The Employer does not make any contributions on a nurse's additional voluntary contributions.

Summary of Insurance

Policy Number 22601

Life Insurance and Accidental Death and Dismemberment Insurance

Class of Members	Benefit Formula	Non-Evidence Maximum	Overall Maximum
All Employees of Pinaow Wachi Inc.	2x annual earnings	\$150,000	\$250,000

Benefit Reduction: reduces by 50% on 65th birthday

Termination of Insurance: 70th birthday

Dependant Life Insurance

Spouse: \$10,000

Each Child: \$5,000

Termination of Insurance: member's 70th birthday

Long Term Disability Insurance

Class of Members	Benefit Formula	Maximum Monthly Benefit
All Employees of Pinaow Wachi Inc	66 2/3% of the first \$2,000 of month earnings, plus 50% of the remainder	\$5,000*

*Evidence of insurability is require for insurance in excess of \$2,500

All references to income below and in the Long Term Disability Insurance Provision are to the gross amounts before any deductions.

Basic Reductions: CPP/QPP benefits (**excluding** benefits for dependant children) and Workers' Compensation, Workplace Safety and Insurance Act, Québec Parental Insurance Plan or similar legislation's benefits

Disability Particulars:

- during the qualifying period and the 24 month period immediately after it, you are unable to do own job.
- after the 24 month period, you are unable to do any job.

Qualifying Period: 120 days

Benefit Period: 5 years or 65th birthday, whichever is less

Termination of Insurance: 65th birthday

Extended Health Insurance

Part	Benefit	Deductible per family unit	Reimbursement
B	Vision: eye exams	none	100%
C	Hospital: ward to semi-private	none	100%
D	Supp. Health Care	none	100%
E	Out-of-Province Emergency and Travel Assistance	none	100%

Termination of Insurance: member's 70th birthday or retirement, if earlier

APPENDIX “A” -- SALARIES

		Monthly salaries include: - a 1% market adjustment for all classifications - an additional 3% market adjustment for LPN - an additional 10% market adjustment for NP - a 2.5% general wage increase - a NEW 7-Year step at 3% above the 6-Year step for all classifications with the exception of NP - a NEW 5-Year step for NP at 4% above the 4-Year step - a NEW 15-Year step at 2% above Step 7 and 25-Year at 3% above 20-Year; 20-Year step adjusted accordingly										
1-Oct-25		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours (1950).										
Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	15 Year	20 Year	25 Year
Licensed Practical Nurse	Hourly	34.856	35.996	37.122	38.489	39.744	41.145	42.610	43.888	44.766	45.661	47.031
	Monthly	5664.067	5849.326	6032.334	6254.531	6458.353	6685.988	6924.123	7131.847	7274.484	7419.974	7642.573
	Annual	67968.799	70191.909	72388.008	75054.374	77500.231	80231.855	83089.478	85582.163	87293.806	89039.682	91710.873
Nurse II	Hourly	44.205	45.749	47.297	48.911	50.486	52.116	53.158	54.753	55.848	56.965	58.674
	Monthly	7183.393	7434.253	7685.843	7947.991	8203.948	8468.827	8638.204	8897.350	9075.297	9256.803	9534.507
	Annual	86200.712	89211.041	92230.116	95375.893	98447.380	101625.929	103658.444	106768.197	108903.561	111081.632	114414.081
Nurse II 15 Year	Hourly	45.090	46.664	48.243	49.889	51.496	53.158	54.221	55.848			
	Monthly	7327.061	7582.939	7839.560	8106.951	8368.027	8638.204	8810.968	9075.297			
	Annual	87924.727	90995.262	94074.718	97283.411	100416.328	103658.448	105731.613	108903.561			
Nurse II 20 Year	Hourly	45.991	47.598	49.208	50.887	52.525	54.221	55.306	56.965			
	Monthly	7473.602	7734.597	7996.351	8269.090	8535.388	8810.968	8987.187	9256.803			
	Annual	89683.221	92815.167	95956.213	99229.079	102424.655	105731.617	107846.245	111081.632			
Nurse II 25 Year	Hourly	47.371	49.025	50.685	52.413	54.101	55.848	56.965	58.674			
	Monthly	7697.810	7966.635	8236.242	8517.163	8791.450	9075.297	9256.803	9534.507			
	Annual	92373.718	95599.622	98834.899	102205.951	105497.394	108903.565	111081.632	114414.081			
Nurse V	Hourly	50.099	52.018	54.215	56.347	58.676	60.955	63.330	65.230	66.534	67.865	69.901
	Monthly	8141.143	8452.989	8809.984	9156.419	9534.895	9905.178	10291.118	10599.851	10811.849	11028.085	11358.928
	Annual	97693.714	101435.870	105719.805	109877.025	114418.737	118862.134	123493.415	127198.218	129742.182	132337.026	136307.137
Nurse V 15 Year	Hourly	51.101	53.059	55.300	57.474	59.850	62.174	64.597	66.534			
	Monthly	8303.966	8622.049	8986.183	9339.547	9725.593	10103.281	10496.940	10811.849			
	Annual	99647.588	103464.587	107834.201	112074.565	116707.112	121239.376	125963.284	129742.182			
Nurse V	Hourly	52.123	54.120	56.406	58.624	61.047	63.418	65.888	67.865			

20 Year	Monthly	8470.045	8794.490	9165.907	9526.338	9920.104	10305.347	10706.879	11028.085			
	Annual	101640.540	105533.879	109990.885	114316.057	119041.254	123664.164	128482.549	132337.026			
Nurse V 25 Year	Hourly	53.687	55.744	58.098	60.382	62.878	65.320	67.865	69.901			
	Monthly	8724.146	9058.325	9440.884	9812.128	10217.708	10614.507	11028.085	11358.928			
	Annual	104689.756	108699.895	113290.611	117745.538	122612.492	127374.089	132337.026	136307.137			
Nurse Practitioner	Hourly	62.806	67.414	70.188	72.956	75.944	78.982			80.561	82.173	84.638
	Monthly	10206.028	10954.770	11405.537	11855.303	12340.913	12834.549			13091.240	13353.065	13753.657
	Annual	122472.341	131457.234	136866.438	142263.631	148090.952	154014.590			157094.882	160236.779	165043.883
Nurse Practitioner 15 Year	Hourly	64.062	68.762	71.592	74.415	77.463	80.561					
	Monthly	10410.149	11173.865	11633.647	12092.409	12587.731	13091.240					
	Annual	124921.787	134086.379	139603.767	145108.903	151052.771	157094.882					
Nurse Practitioner 20 Year	Hourly	65.344	70.137	73.024	75.903	79.012	82.173					
	Monthly	10618.352	11397.342	11866.320	12334.257	12839.486	13353.065					
	Annual	127420.223	136768.107	142395.842	148011.081	154073.826	160236.779					
Nurse Practitioner 25 Year	Hourly	67.304	72.242	75.214	78.180	81.383	84.638					
	Monthly	10936.902	11739.262	12222.310	12704.284	13224.670	13753.657					
	Annual	131242.830	140871.150	146667.718	152451.414	158696.041	165043.883					

1-Oct-26		Monthly salaries include: - a 1% market adjustment for LPN - a 2.75% general wage increase										
		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours (1950).										
Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	15 Year	20 Year	25 Year
Licensed Practical Nurse	Hourly	36.172	37.356	38.524	39.943	41.245	42.699	44.220	45.546	46.457	47.386	48.808
	Monthly	5878.027	6070.284	6260.205	6490.796	6702.317	6938.551	7185.682	7401.252	7549.277	7700.263	7931.271
	Annual	70536.320	72843.408	75122.465	77889.553	80427.803	83262.614	86228.183	88815.029	90591.330	92403.156	95175.251
Nurse II	Hourly	45.421	47.007	48.598	50.256	51.874	53.549	54.620	56.259	57.384	58.531	60.287
	Monthly	7380.936	7638.695	7897.204	8166.561	8429.557	8701.720	8875.754	9142.027	9324.867	9511.365	9796.706
	Annual	88571.232	91664.345	94766.444	97998.730	101154.683	104420.642	106509.051	109704.322	111898.409	114136.377	117560.468
Nurse II 15 Year	Hourly	46.330	47.948	49.570	51.261	52.912	54.620	55.712	57.384			
	Monthly	7528.555	7791.469	8055.148	8329.892	8598.148	8875.755	9053.269	9324.867			
	Annual	90342.657	93497.632	96661.773	99958.705	103177.777	106509.055	108639.232	111898.409			
Nurse II 20 Year	Hourly	47.256	48.906	50.562	52.286	53.970	55.712	56.827	58.531			
	Monthly	7679.126	7947.299	8216.251	8496.490	8770.111	9053.270	9234.335	9511.365			
	Annual	92149.510	95367.585	98595.009	101957.879	105241.333	108639.236	110812.017	114136.377			
Nurse II 25 Year	Hourly	48.674	50.374	52.078	53.855	55.589	57.384	58.531	60.287			
	Monthly	7909.500	8185.718	8462.738	8751.385	9033.214	9324.868	9511.365	9796.706			
	Annual	94913.995	98228.612	101552.859	105016.615	108398.572	111898.413	114136.377	117560.468			
Nurse V	Hourly	51.477	53.449	55.706	57.897	60.290	62.631	65.072	67.024	68.364	69.731	71.823
	Monthly	8365.024	8685.446	9052.258	9408.220	9797.104	10177.570	10574.124	10891.347	11109.174	11331.358	11671.299
	Annual	100380.291	104225.356	108627.099	112898.643	117565.252	122130.842	126889.484	130696.169	133310.092	135976.294	140055.583
Nurse V 15 Year	Hourly	52.507	54.518	56.820	59.055	61.496	63.884	66.373	68.364			
	Monthly	8532.325	8859.155	9233.303	9596.385	9993.046	10381.122	10785.606	11109.174			
	Annual	102387.897	106309.863	110799.641	115156.616	119916.557	124573.459	129427.274	133310.092			
Nurse V 20 Year	Hourly	53.557	55.608	57.957	60.236	62.726	65.162	67.700	69.731			
	Monthly	8702.971	9036.338	9417.969	9788.312	10192.907	10588.744	11001.318	11331.358			
	Annual	104435.655	108436.060	113015.634	117459.748	122314.888	127064.928	132015.820	135976.294			
Nurse V 25 Year	Hourly	55.163	57.276	59.695	62.043	64.607	67.116	69.731	71.823			
	Monthly	8964.060	9307.429	9700.509	10081.962	10498.695	10906.406	11331.358	11671.299			

	Annual	107568.725	111689.142	116406.103	120983.541	125984.335	130876.876	135976.294	140055.583			
Nurse Practitioner	Hourly	64.534	69.268	72.118	74.962	78.033	81.154			82.777	84.432	86.965
	Monthly	10486.694	11256.026	11719.189	12181.323	12680.288	13187.499			13451.249	13720.274	14131.882
	Annual	125840.330	135072.308	140630.265	146175.880	152163.453	158249.991			161414.991	164643.291	169582.589
Nurse Practitioner 15 Year	Hourly	65.824	70.653	73.560	76.461	79.593	82.777					
	Monthly	10696.428	11481.146	11953.573	12424.950	12933.893	13451.249					
	Annual	128357.137	137773.754	143442.871	149099.398	155206.722	161414.991					
Nurse Practitioner 20 Year	Hourly	67.141	72.066	75.032	77.990	81.185	84.432					
	Monthly	10910.357	11710.769	12192.644	12673.449	13192.571	13720.274					
	Annual	130924.279	140529.229	146311.728	152081.386	158310.856	164643.291					
Nurse Practitioner 25 Year	Hourly	69.155	74.228	77.283	80.330	83.621	86.965					
	Monthly	11237.667	12062.092	12558.423	13053.652	13588.349	14131.882					
	Annual	134852.008	144745.106	150701.080	156643.828	163060.182	169582.589					

1-Oct-27		Monthly salaries include: - a 1% market adjustment for LPN - a 3.0% general wage increase										
		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours (1950).										
Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	15 Year	20 Year	25 Year
Licensed Practical Nurse	Hourly	37.630	38.861	40.077	41.553	42.907	44.420	46.002	47.382	48.329	49.296	50.775
	Monthly	6114.911	6314.916	6512.492	6752.375	6972.420	7218.175	7475.265	7699.523	7853.513	8010.584	8250.901
	Annual	73378.934	75778.998	78149.900	81028.502	83669.043	86618.097	89703.179	92394.275	94242.160	96127.003	99010.813
Nurse II	Hourly	46.784	48.418	50.056	51.763	53.430	55.156	56.259	57.946	59.105	60.287	62.096
	Monthly	7602.364	7867.856	8134.120	8411.558	8682.444	8962.772	9142.027	9416.288	9604.613	9796.706	10090.607
	Annual	91228.369	94414.275	97609.438	100938.692	104189.324	107553.261	109704.322	112995.452	115255.361	117560.468	121087.282
Nurse II 15 Year	Hourly	47.719	49.386	51.057	52.799	54.499	56.259	57.384	59.105			
	Monthly	7754.411	8025.213	8296.802	8579.789	8856.093	9142.027	9324.867	9604.613			
	Annual	93052.936	96302.561	99561.626	102957.466	106273.110	109704.327	111898.409	115255.361			
Nurse II 20 Year	Hourly	48.674	50.374	52.078	53.855	55.589	57.384	58.531	60.287			
	Monthly	7909.500	8185.718	8462.738	8751.385	9033.214	9324.868	9511.365	9796.706			
	Annual	94913.995	98228.612	101552.859	105016.615	108398.572	111898.413	114136.377	117560.468			
Nurse II 25 Year	Hourly	50.134	51.885	53.641	55.470	57.257	59.105	60.287	62.096			
	Monthly	8146.785	8431.289	8716.620	9013.926	9304.211	9604.614	9796.706	10090.607			
	Annual	97761.415	101175.470	104599.445	108167.114	111650.530	115255.366	117560.468	121087.282			
Nurse V	Hourly	53.021	55.052	57.377	59.634	62.099	64.510	67.024	69.034	70.415	71.823	73.978
	Monthly	8615.975	8946.010	9323.826	9690.467	10091.017	10482.897	10891.347	11218.088	11442.450	11671.299	12021.438
	Annual	103391.700	107352.117	111885.912	116285.602	121092.210	125794.767	130696.169	134617.054	137309.395	140055.583	144257.250
Nurse V 15 Year	Hourly	54.082	56.153	58.525	60.826	63.341	65.800	68.364	70.415			
	Monthly	8788.295	9124.930	9510.303	9884.276	10292.838	10692.555	11109.174	11442.450			
	Annual	105459.534	109499.159	114123.630	118611.314	123514.054	128310.663	133310.092	137309.395			
Nurse V 20 Year	Hourly	55.163	57.276	59.695	62.043	64.607	67.116	69.731	71.823			
	Monthly	8964.060	9307.429	9700.509	10081.962	10498.695	10906.406	11331.358	11671.299			
	Annual	107568.725	111689.142	116406.103	120983.541	125984.335	130876.876	135976.294	140055.583			
Nurse V 25 Year	Hourly	56.818	58.995	61.486	63.904	66.546	69.130	71.823	73.978			
	Monthly	9232.982	9586.651	9991.524	10384.421	10813.655	11233.599	11671.299	12021.438			
	Annual	110795.787	115039.817	119898.286	124613.047	129763.865	134803.182	140055.583	144257.250			
Nurse Practitioner	Hourly	66.470	71.346	74.282	77.211	80.374	83.588			85.260	86.965	89.574

	Monthly	10801.295	11593.706	12070.764	12546.763	13060.696	13583.124			13854.787	14131.882	14555.839
	Annual	129615.540	139124.477	144849.173	150561.157	156728.357	162997.491			166257.441	169582.589	174670.067
Nurse Practitioner 15 Year	Hourly	67.799	72.773	75.767	78.755	81.981	85.260					
	Monthly	11017.321	11825.581	12312.180	12797.698	13321.910	13854.787					
	Annual	132207.851	141906.967	147746.157	153572.380	159862.924	166257.441					
Nurse Practitioner 20 Year	Hourly	69.155	74.228	77.283	80.330	83.621	86.965					
	Monthly	11237.667	12062.092	12558.423	13053.652	13588.349	14131.882					
	Annual	134852.008	144745.106	150701.080	156643.828	163060.182	169582.589					
Nurse Practitioner 25 Year	Hourly	71.230	76.455	79.601	82.740	86.129	89.574					
	Monthly	11574.797	12423.955	12935.176	13445.262	13995.999	14555.839					
	Annual	138897.568	149087.460	155222.112	161343.142	167951.988	174670.067					

		Monthly salaries include: - a 3.0% general wage increase										
1-Oct-28												
		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours (1950).										
Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	15 Year	20 Year	25 Year
Licensed Practical Nurse	Hourly	38.759	40.027	41.279	42.800	44.194	45.752	47.382	48.803	49.779	50.775	52.298
	Monthly	6298.358	6504.364	6707.866	6954.946	7181.593	7434.720	7699.523	7930.509	8089.119	8250.901	8498.428
	Annual	75580.302	78052.368	80494.397	83459.357	86179.114	89216.640	92394.275	95166.103	97069.425	99010.813	101981.138
Nurse II	Hourly	48.187	49.870	51.558	53.316	55.033	56.810	57.946	59.685	60.878	62.096	63.959
	Monthly	7830.435	8103.892	8378.143	8663.904	8942.917	9231.655	9416.288	9698.776	9892.752	10090.607	10393.325
	Annual	93965.220	97246.704	100537.721	103966.853	107315.004	110779.859	112995.452	116385.316	118713.022	121087.282	124719.901
Nurse II 15 Year	Hourly	49.151	50.868	52.589	54.383	56.134	57.946	59.105	60.878			
	Monthly	7987.044	8265.970	8545.706	8837.182	9121.775	9416.288	9604.613	9892.752			
	Annual	95844.524	99191.638	102548.475	106046.190	109461.304	112995.456	115255.361	118713.022			
Nurse II 20 Year	Hourly	50.134	51.885	53.641	55.470	57.257	59.105	60.287	62.096			
	Monthly	8146.785	8431.289	8716.620	9013.926	9304.211	9604.614	9796.706	10090.607			
	Annual	97761.415	101175.470	104599.445	108167.114	111650.530	115255.366	117560.468	121087.282			
Nurse II 25 Year	Hourly	51.638	53.441	55.250	57.134	58.974	60.878	62.096	63.959			
	Monthly	8391.188	8684.228	8978.119	9284.344	9583.337	9892.752	10090.607	10393.325			
	Annual	100694.257	104210.735	107737.428	111412.127	115000.046	118713.027	121087.282	124719.901			
Nurse V	Hourly	54.612	56.704	59.099	61.423	63.962	66.445	69.034	71.105	72.528	73.978	76.197
	Monthly	8874.454	9214.390	9603.541	9981.181	10393.748	10797.384	11218.088	11554.630	11785.723	12021.438	12382.081
	Annual	106493.451	110572.680	115242.490	119774.170	124724.976	129568.610	134617.054	138655.566	141428.677	144257.250	148584.968
Nurse V 15 Year	Hourly	55.704	57.838	60.281	62.651	65.241	67.774	70.415	72.528			
	Monthly	9051.943	9398.678	9795.612	10180.804	10601.623	11013.332	11442.450	11785.723			
	Annual	108623.320	112784.134	117547.339	122169.654	127219.476	132159.983	137309.395	141428.677			
Nurse V 20 Year	Hourly	56.818	58.995	61.486	63.904	66.546	69.130	71.823	73.978			
	Monthly	9232.982	9586.651	9991.524	10384.421	10813.655	11233.599	11671.299	12021.438			
	Annual	110795.787	115039.817	119898.286	124613.047	129763.865	134803.182	140055.583	144257.250			
Nurse V 25 Year	Hourly	58.523	60.765	63.331	65.821	68.542	71.204	73.978	76.197			
	Monthly	9509.972	9874.251	10291.270	10695.953	11138.065	11570.606	12021.438	12382.081			
	Annual	114119.660	118491.011	123495.235	128351.438	133656.781	138847.278	144257.250	148584.968			
Nurse Practitioner	Hourly	68.464	73.486	76.510	79.527	82.785	86.096			87.818	89.574	92.262

	Monthly	11125.334	11941.518	12432.887	12923.166	13452.517	13990.618			14270.430	14555.839	14992.514
	Annual	133504.006	143298.212	149194.649	155077.992	161430.207	167887.416			171245.164	174670.067	179910.169
Nurse Practitioner 15 Year	Hourly	69.833	74.956	78.040	81.118	84.440	87.818					
	Monthly	11347.841	12180.348	12681.545	13181.629	13721.568	14270.430					
	Annual	136174.086	146164.176	152178.542	158179.551	164658.811	171245.164					
Nurse Practitioner 20 Year	Hourly	71.230	76.455	79.601	82.740	86.129	89.574					
	Monthly	11574.797	12423.955	12935.176	13445.262	13995.999	14555.839					
	Annual	138897.568	149087.460	155222.112	161343.142	167951.988	174670.067					
Nurse Practitioner 25 Year	Hourly	73.366	78.749	81.989	85.222	88.713	92.262					
	Monthly	11922.041	12796.674	13323.231	13848.620	14415.879	14992.514					
	Annual	143064.495	153560.083	159878.776	166183.437	172990.547	179910.169					

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 a Foot Care Certificate or the Nursing Unit Administration Course, or a Registered Nurse with a Registered Psychiatric Nurse Diploma, or the Adult Education Certificate, or an Occupational Health Nursing course, or the University Certificate in Nursing (one year course also called University Diploma in Nursing), or a Baccalaureate Degree in Arts or Science from a recognized university, (or the equivalent), provided such degree (or equivalent) is relevant to the position held by the nurse:

\$0.318 per hour for all paid hours

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

\$0.637 per hour for all paid hours

- (c) Applicable for Nurse Practitioners only:

\$1.50 per hour for all paid hours

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

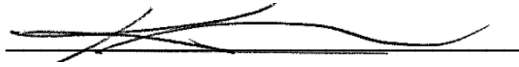
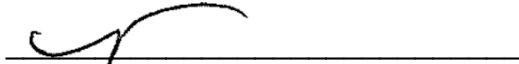
C.1 Occupational classifications are as follows:

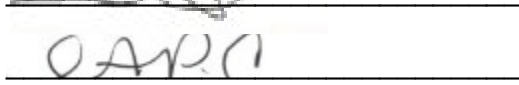
- (a) **Nurse II:** A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
- (b) **Nurse V –** A nurse who is responsible for the nursing activities and staff of the Care Home on a 24 hour basis and assigned responsibility for Infection Control/Staff Health.
- (c) **LPN -** A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.
- (d) **Nurse Practitioner --** is a Registered Nurse who is on the Extended Practice roster of the College of Registered Nurses of Manitoba who is employed in a position that is designated by the Employer as a Nurse Practitioner.

APPENDIX "D" -- BI-WEEKLY NORTHERN ALLOWANCES

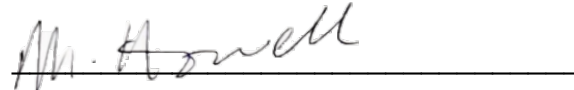
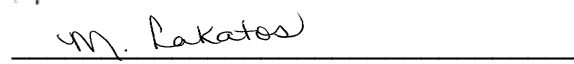
Nurses shall receive 4% Northern Allowance pay on all regular pay, paid bi-weekly.

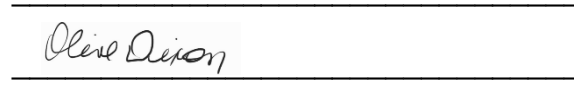
FOR THE EMPLOYER:



FOR THE UNION:



Signed the 25th day of August, 2026.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
PINAOW WACHI INC.
AND
NORWAY HOUSE CREE NATION NURSES LOCAL #139
OF THE MANITOBA NURSES' UNION**

1. *Re: Ratification of Collective Agreement*

The ratification date of the current Collective Agreement occurred on May 11, 2026.

2. *Re: Agency Nurses*

The Employer commits to making every reasonable effort to minimize to the greatest degree possible the use of nurses employed by outside agencies ("agency nurses") to fill occasional available shifts.

3. *Re: Mentorship*

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

The Employer and the Union believe that Mentorship of Undergraduate Nurses and 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 development of Undergraduate Nurses and the retention of new Graduate Nurses. Further, the Employer and the Union recognize that this may be accomplished in a variety of ways dependent on the unique circumstances and demographics of each workplace. Mentoring may represent an opportunity for late career nurses who are interested in imparting their experience and knowledge.

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

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

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

A Registered Nurse or Registered Psychiatric Nurse or Licensed Practical Nurse shall receive an additional two dollars (\$2.00) per hour for each hour assigned by the Employer as a mentor.

4. *Re: Professional Fees*

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

5. *Re: Portability*

A nurse who is/was employed as a nurse under MLB Certificate # 6826 and MLB Certificate # 6827, who is a current Employee under an MNU/NHCN or MNU/Pinaow Wachi PCH Collective Agreement, and who is awarded a position within the bargaining unit of the other Labour Board Certificates, and who commences employment with this Employer within six (6) weeks of termination of employment from their former Employer, will be entitled to portability of benefits as specified hereinafter:

- (i) accumulated income protection benefits;
- (ii) length of employment applicable to rate at which vacation is earned;
- (iii) length of employment applicable to next increment date;
- (iv) waiting periods for the applicable benefit plans shall be waived;
- (v) seniority credits;
- (vi) continuous service date;
- (vii) length of employment applicable to pre-retirement leave;
- (viii) placement at the greater of the nurse's current salary level or in accordance with the recognition of previous experience clause(s) in Article 38.

6. Re: 12 Hour Memo

The Employer and the Union mutually agree that the following conditions and understandings apply regarding the application of the "12 hour" shift schedule pattern:

1. There shall be thirteen (13) regular shifts of eleven and one-half (11.5) hours in each two (2) consecutive bi-weekly periods. Each shift shall be inclusive of two (2) fifteen (15) minute paid rest periods and exclusive of two (2) thirty (30) minute unpaid meal periods.

There shall be a fifteen (15) minute paid reporting period at the beginning and at the end of each shift.

2. Including the reporting periods the shift schedules shall be 06:45 to 19:15 and 18:45 to 07:15 in each twenty-four (24) hour period.
3. Overtime shall be authorized time worked in excess of a scheduled eleven and one-half (11.5) hour shift or hours worked in excess of the master shift rotation in effect on the nursing unit [one hundred and forty-nine and one-half (149.50) hours in a two (2) consecutive bi-weekly period].
4. A "weekend" shall mean the 48 hour period between 0001 on the Saturday to 2400 hours on the following Sunday.
5. Shift Premium, Weekend Premiums and Responsibility Pay shall be paid in accordance with the Collective Agreement.
6. Income protection is accrued at the rate of 9.375 hours per month. It is utilized in accordance with Article 23.

Absence through illness for one (1) twelve (12) hour shift utilizes 11.5 hours of accumulated income protection credits.

Absence through illness for two (2) twelve (12) hour shifts utilizes 23.0 hours of accumulated income protection credits.

7. Recognized Holidays -
 - (a) A nurse required to work on a Recognized Holiday shall be paid for hours worked at the rate of one and one-half (1.50) times their basic pay and, in addition, shall receive seven and one half (7.5) hours off at their basic rate of pay.
 - (b) A nurse may accumulate three (3) Recognized Holidays for the purpose of taking two (2) paid 11.5 hour shifts off at one time.

8. Vacation –

The amount of paid vacation that a nurse receives under the 11.5 hour shift schedule pattern is to correspond exactly in hours to the paid vacation on a seven and one half (7.5) hour shift schedule pattern.

9. Bereavement Leave:
Pay for bereavement leave will be calculated in accordance with Article 2410, e.g:
Five (5) scheduled 11.50 ("12") hour shifts = 57.50 hours;
Four (4) scheduled 11.50 ("12") hour shifts = 46.0 hours;
Two (2) scheduled 11.50 ("12") hour shifts = 23.0 hours.
10. There must be mutual agreement between the Employer and the Union to continue the 11.5 hour shift schedule pattern, otherwise the provisions regarding Hours of Work and Shift Schedules in the Collective Agreement or some other mutually agreeable variation of the Collective Agreement provisions shall apply.
11. The terms of Article 1504(g) shall be applicable.

7. *Re: Remoteness Retention Allowance*

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

Effective April 1, 2026 \$8,000.00 for each full-time nurse actively employed on March 31st of each year.

The above amounts shall be prorated on the basis of all regular hours paid in the previous twelve (12) month period (April 1st of the previous year to March 31st of the current year).

The parties further agree that such lump sum payment shall be provided to applicable nurses within one (1) pay period of the last date of the bi-weekly period following March 31st of each year. This lump sum payment shall be paid on a separate cheque without a surcharge.

8. *Re: Reconnection of Seniority*

Provided that a position is posted and the nurse is the successful candidate returning to employment from retirement or resignation to a position with the Employer who had resigned or retired as of January 1, 2018 or later and agrees to resume employment in a position with a two (2) year commitment at a minimum of 0.4 EFT, is eligible to have their past seniority reinstated for purposes of:

1. receiving their previous step on scale
2. receiving seniority for vacancies as if maintained continuous employment
3. receiving their vacation accrual rate at the time of retirement or resignation

4. ability to use seniority for vacation selection purposes.

If a nurse who has retired/resigned agrees to return to employment at a minimum of a 0.4 EFT but does not agree to a two (2) year commitment, they will only be eligible for 1. 2. and 3. above. They will not be entitled to utilize previous seniority for vacation selection purposes. For vacation selection purposes, the seniority utilized will be from their new hire date.

If a retired/resigned nurse agrees to resume employment in a position for a 2-year commitment (ROSA required) at a minimum of a 0.4 EFT, they will be eligible to receive 1., 2., 3, and 4. above.

If a nurse returns to a position eligible to reinstate seniority from a previous position, that is the same classification as the position they retired or resigned from, the nurse would be placed on the greater of;

- (a) same step on the salary scale they were at as at the date of retirement/resignation or,
- (b) the step corresponding to previous nursing hours in accordance with Article 38. If the nurse returns to an eligible position that is a different classification, the provisions of the Collective Agreement with respect to promotion or other applicable provision would apply in determining their placement on scale, however it is understood that no nurse moving from a casual to an eligible position would be placed at a step with lesser compensation than provided in the casual position.

If a retired nurse already received their pre-retirement leave at the time of their retirement, their new hire date is the starting point for eligibility in accordance with the Collective Agreement. For clarity, the nurse's new hire date, unless otherwise specified herein, is the starting point for all other benefit eligibility.

For clarity, reconnection of seniority and service from one previous position can only be applied to one receiving position.

If a nurse, previously resigned or retired from a full time or part time position, as of January 1, 2018, or later, returned to casual status (with any eligible Employer), wishes to reconnect their previous seniority and service accrued under their former EFT (prior to retirement/resignation), they shall be eligible to do so, provided they meet all other criteria as described above.

This Memorandum of Understanding will continue for the duration of this Collective Agreement (October 1, 2025 to September 30, 2029). For further clarity, this MOU will expire upon ratification of the next Collective Agreement.

9. *Re: Return of Service Agreements*

WHEREAS the parties recognize the importance of enhancing nursing skills for specialized areas including, but not limited to, Critical Care, Dialysis, Advanced Emergency, Chemotherapy; and/or initiatives related to the recruitment of nurses including, but not limited to, relocation expense allowances;

AND WHEREAS such education/training and recruitment initiatives are a significant investment by the health care system;

NOW THEREFORE the parties agree that the Employer may enter into a Return of Service Agreement with an individual nurse as follows:

1. A Return of Service Agreement must be agreed to and signed by the Union, the nurse and the Employer. A copy of the agreement will be provided to the Union and the nurse.
2. All terms and conditions agreed to in an executed Return of Service Agreement shall be fulfilled by the individual nurse and the Employer.
3. Notwithstanding the above, should the nurse not fulfill the terms of an executed Return of Service Agreement, the nurse shall be indebted to the Employer for the amount of debt owing for any unfulfilled portion of the terms and conditions. Recovery of any debt owing to the Employer shall be considered an authorized deduction in accordance with Article 40 but shall not be considered an overpayment. If, for any reason, the debt owing cannot be recovered through a payroll deduction, the Employer may pursue other means of recovery including, but not limited to, initiating a civil action in a Manitoba Court.
4. Return of Service Agreements shall not conflict with any other terms of the applicable Collective Agreement
5. The terms of the Return of Service Agreement shall include, but not be limited to:
 - (a) The monetary value of the Return of Service Agreement.
 - (b) The calendar time and hours worked required to fulfill the agreement.
 - (c) In the case of nursing skills enhancement, the expected date of completion of the program.
 - (d) The unit and/or program and/or location where the hours must be worked in order to count towards fulfillment of the agreement, which can be amended by mutual consent of the nurse and Employer.
 - (e) The amount of monetary repayment shall be assessed and hours worked toward fulfillment of the nurse's obligation shall be taken into account. Any such amounts shall be prorated based on the total hours of work required for the original term of fulfillment of the agreement.

- (f) In the event that an Employer is no longer able to provide a nurse with the opportunity to fulfill the terms of the agreement, the nurse shall not be obligated for repayment and the agreement shall become null and void.
- (g) In the event of an approved leave of absence, during the repayment period, the Employer and the individual nurse shall meet to revise the calendar time and hours worked required to fulfill the agreement. The nurse can elect to include the Union in such meeting.
- (h) Should the nurse fail to return to work as required under the Return of Service Agreement, the nurse is indebted to the Employer as per paragraph 3 above.
- (i) In the event of the death of a nurse prior to completion of any of the requirements of a Return of Service Agreement, the nurse's estate shall not be obligated to the Employer for any repayment and the agreement shall become null and void.

10. *Re: Undergraduate Nursing Employee (UNE)*

Nursing students who have completed an appropriate amount of the curriculum and clinical experience are a valuable resource to support the existing collaborative health care team to provide patient centered care within the health care system.

1. The UNE will be a nursing student enrolled in an Employer-approved nursing education program leading to initial entry to practice as a Registered Nurse (RN) or Registered Psychiatric Nurse (RPN). Where a UNE is no longer enrolled in the approved nursing education program the UNE is no longer permitted to work as a UNE.

The UNE position provides an opportunity for the nursing student to consolidate the knowledge and skill acquired in their nursing education program towards competency in the range and complexity of RN or RPN practice. The UNE is an unregulated member of the collaborative health care team who provides patient centered care under the supervision of the RN or RPN.

2. All regular hours accrued while working in the casual UNE position will be credited towards seniority and increment hours when such nurse acquires a part time or full time position as a Graduate Nurse or Registered Nurse or Graduate Psychiatric Nurses or Registered Psychiatric Nurse.
3. The parties recognize that there may be a gap in time between when the UNE is officially graduated and when they write the NCLEX in order to become a registered nurse. The parties agree that in recognition of the potential gap in time the UNE will be able to maintain their casual seniority for a period of one hundred twenty (120) days post-graduation during the period of time they are waiting to write the NCLEX. This allows the UNE to utilize such seniority for the purposes of vacancy selection in accordance with the collective agreement.

In the event one hundred twenty (120) days are exceeded, unless there are extenuating circumstances, the UNE will be terminated and no longer be eligible to use casual seniority hours accrued.

As a casual employee, the UNE will be subject to the provisions of Article 35 – Special Understanding re Casual Nurses, with the exception of:

a. Article 3503

- i. the allowance as outlined in Article 18;
- ii. Responsibility Pay premium outlined in Article 19;
- iii. the Employer Sponsored Education Development allowance in 2406.

b. Article 3505 – however UNE's will be paid 5% Recognized Holiday pay

- 4. The UNE will be compensated in accordance with Appendix "A" of the Collective Agreement.
- 5. Utilization and employment of UNEs shall not result in elimination or reduction of positions for all other classification of nurses, nor result in the reduction of the availability of additional available shifts, or a reduction in the hours that would otherwise be available for any other classification of nurses. The parties shall discuss the ongoing role of the UNE to address issues raised by the parties to ensure the successful implementation of this classification. In the event that there is a permanent increase or decrease to the nursing complement or there is a change to the master rotation on a unit where the UNE is utilized, the Employer will advise the Union of such change.

11. Re: Nurse Patient Ratios

WHEREAS the Government establishes minimum Nurse Patient Ratios ("NPRs") as part of long term care;

AND WHEREAS the Parties acknowledge their respective commitments to quality health care and patient safety, and agree that Nurses play a pivotal role in the quality of the health care system, including Norway House Cree Nation/Pinaow Wachi;

Norway House Cree Nation/Pinaow Wachi will review and engage in meaningful discussions with the Manitoba Nurses' Union regarding implementation of any NPR recommendations that are made by the Minister of Health and are applicable to Norway House Cree Nation/Pinaow Wachi.

12. Re: Housing/Accommodation

NOW THEREFORE THE PARTIES AGREE THAT:

WHEREAS the Employer, Norway House Cree Nation/Pinaow Wachi struggle with housing and accommodation in their community;

AND WHEREAS the Parties acknowledge this is an ongoing struggle that impacts employment, recruitment and retention;

NOW THEREFORE THE PARTIES AGREE THAT:

Norway House Cree Nation/Pinaow Wachi will review and engage in meaningful discussions with the Manitoba Nurses' Union regarding long term housing and accommodation options within one hundred and twenty (120) days.

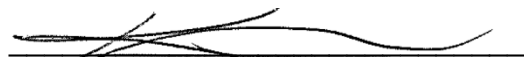
13. Re: Housing/Accommodation Allowance

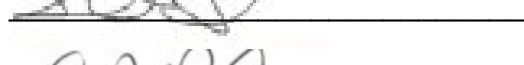
The Employer and the Union mutually agree that the terms of the Collective Agreement shall be applicable to all nurses who are employed by the Employer in positions based in Norway House and shall be entitled to two thousand dollars (\$2000.00) annually to be paid on December 1 of each year.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
PINAOW WACHI INC.
AND
NORWAY HOUSE CREE NATION NURSES LOCAL #139
OF THE MANITOBA NURSES' UNION**

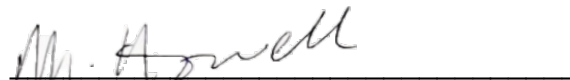
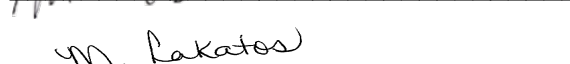
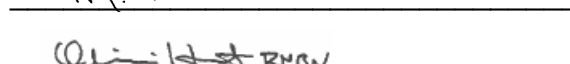
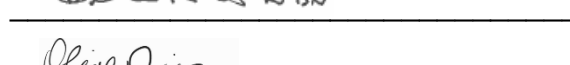
1. Re: Ratification of Collective Agreement
2. Re: Agency Nurses
3. Re: Mentorship
4. Re: Professional Fees
5. Re: Portability
6. Re: 12 Hour Memo
7. Re: Remoteness Retention Allowance
8. Re: Reconnection of Seniority
9. Re: Return of Service Agreements
10. Re: Undergraduate Nursing Employee (UNE)
11. Re: Nurse Patient Ratios
12. Re: Housing/Accommodation
13. Re: Housing/Accommodation Allowance

FOR THE EMPLOYER:



FOR THE UNION:

Signed the 25th day of August, 2026.