

COLLECTIVE AGREEMENT

BETWEEN

RIVER EAST PERSONAL CARE HOME

AND

RIVER EAST NURSES LOCAL 110
OF THE MANITOBA NURSES' UNION

April 1, 2013 to March 31, 2017



A COMMITMENT TO CARING

THIS AGREEMENT made between:

RIVER EAST PERSONAL CARE HOME
(hereinafter referred to as the "Employer")

OF THE FIRST PART

-- and --

RIVER EAST NURSES LOCAL 110
OF THE MANITOBA NURSES' UNION
(hereinafter referred to as the "Union")

OF THE SECOND PART

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

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

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

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

ARTICLE 1 -- SCOPE OF RECOGNITION

101 The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in Manitoba Labour Board Certificate Number 5205.

102 Nurses whose positions are excluded from this Agreement shall be permitted to perform work similar to those nurses within the bargaining unit where this is for reason of instruction or for reasons of resolving emergencies or where bargaining unit members are not available.

ARTICLE 2 -- DURATION

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

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 or present such proposals at another period thereafter as mutually agreed between the Parties. If notice is not given as above, the Collective Agreement shall be automatically renewed without change for a further period of one (1) year.

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

ARTICLE 3 -- DEFINITIONS

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

302 A "Registered Nurse" is a nurse entitled under the Registered Nurses' Act of Manitoba to practice as a Registered Nurse in Manitoba.

303 A "Registered Psychiatric Nurse" is a nurse licensed to practice as a Registered Psychiatric Nurse under the Registered Psychiatric Nurses' Act of Manitoba.

304 A "Licensed Practical Nurse" is a nurse licensed to practice as a Licensed Practical Nurse under the Licensed Practical Nurses' Act of Manitoba.

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

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

- (a) A “full-time nurse” is a nurse who works the full prescribed hours of work as specified in Article 14.
- (b) A “part-time nurse” is a nurse who is committed to and regularly works on a recurring basis for less than the full prescribed hours of work as specified in Article 14.
- (c) A “casual nurse” is one called in occasionally by the Employer to replace a full-time or part-time nurse or to supplement regular staff coverage.

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

308 “Position” shall include occupational classification (salary scale), EFT, and shift description (days, days/evenings, days/nights, evenings, nights).

309 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.

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/resident/client 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.

403 The Employer and the Union agree not to interfere with the rights of the nurses, and there shall be no discrimination, interference, intimidation, restraint or coercion by either of the parties to this Agreement. The Union further agrees that Union activities not provided for in this Agreement, will not take place during working hours or on the premises of the Employer, without the consent of the Employer.

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

ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

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

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

502 The Union will render the Employer harmless with respect to all dues or special general assessments so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction.

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

UNION DUES

504 The Manitoba Nurses' Union Head Office agrees to inform the Employer in writing four (4) weeks in advance of the date the Employer is to implement any change in the amount of Union dues or special general assessments and such change shall not be made more frequently than once annually.

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

506 The Employer agrees to deduct dues and the amount of any special general assessment in arrears when requested in writing by the Union to do so.

UNION REPRESENTATION

507 Two (2) nurse representatives, unless otherwise mutually agreed between the Employer and the Union, shall be granted time off duty without loss of regular pay to participate in negotiations in which both the Union and the Employer are represented.

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

508 The Employer agrees to provide bulletin board space for posting Union notices. 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.

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

The Union shall be granted thirty (30) minutes during the orientation program, at a time designated by the Employer, in order to familiarize newly hired 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.

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

511 The Union agrees that 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 the prior authorization of the Employer.

512 A representative of the Manitoba' Nurses' Union shall have access to the Employer's premises in accordance with the Labour Relations Act of Manitoba.

513 The Union shall provide the Employer with a current list of officers and nurse representatives of the Union and shall notify the Employer in writing within fourteen (14) days of any change or changes to the above.

The Employer shall notify the Union in writing of the designated person in the event the named Employer representative will not be available. Such notice shall be provided at least one (1) week in advance.

ARTICLE 6 -- STRIKE AND LOCKOUT

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. The terms "strike" and "lockout" shall have the definitions as set out in the Labour Relations Act for Manitoba. The Union agrees to give the Employer at least seven (7) days written notice as to the intended time and date of strike action and the Employer agrees to give the Union at least seven (7) days written notice as to the intended time and date of lockout.

ARTICLE 7 -- NON-DISCRIMINATION

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

702 The Employer and the Union agree that no form of sexual or workplace harassment shall be condoned in the workplace. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union and the nurses.

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 operate with Union representation for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards.

The Employer will share all relevant policies related to Workplace Safety and Health with Workplace Safety and Health Committee.

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

There shall be a policy supporting a Respectful Workplace and zero tolerance of staff abuse which 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 and that the investigation process itself will be conducted in an impartial manner.

Any nurse who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer shall notify the Union (Local President or designate) as soon as reasonably possible after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

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

7A06 Rehabilitation and Return to Work Program - The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled nurses even when she/he is not covered under the D & R, WCB or MPI programs. 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 a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the initial meeting with the nurse to review the provisions of the program to ensure that the work designated is within her/his restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Union and the nurse and may proceed without the Union's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

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

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

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

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

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 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 her/his job as a result of technological change:

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

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

ARTICLE 9 -- CHANGE OF FUNCTION OF A NURSING UNIT

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

ARTICLE 10 -- EMERGENCY RESPONSE, DISASTER AND FIRE PLANS

1001

(a) Emergency response plans brought into effect by exercise shall override the provisions of this Agreement provided always that where overtime is worked by reason of an emergency response plan exercise equivalent time off will be granted.

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) The importance of drills is mutually acknowledged by the Employer and the Union and, to this end, nurses who are working are required to perform duties as assigned notwithstanding any contrary provisions in this Agreement.

(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 Facility will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the emergency, disaster, and fire plans during orientation to the Facility. An inservice session related to evacuation procedures will be conducted at least once annually.

A copy of the written Disaster Plan shall be made available to the Workplace Health and Safety Committee. The Committee may provide feedback.

1002

Emergency

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

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

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

- (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.

ARTICLE 11 -- JOINT COMMITTEES

1101

Release Time

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

1102

Union Management Committee

The Employer and the Union agree to maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include the Administrator and/or Director of Care and/or Assistant Director of Care; Union representatives shall include the President

and/or Vice-President of the Local. Appointments shall be made by each party at their discretion. The Committee shall meet at the request of either party subject to five (5) days notice being given but not less than bi-monthly unless otherwise mutually agreed.

The purpose of the Committee shall be to discuss/study/make recommendations to the Employer and the Union regarding matters of mutual concern.

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

1103 Nursing Advisory Committee

- (a) At the request of either the Union, or the Employer's senior nursing management representative, a Nursing Advisory Committee (N.A.C.) shall be established to:
 - (i) Review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.
 - (ii) Provide a forum for discussion and make recommendations on issues relative to nursing professional practice such as nursing standards, nursing functions, physical planning and layout of facilities as they relate to nursing and other matters of concern.
- (b) The N.A.C. shall be comprised of at least two (2) and up to three (3) nurses appointed by the Union and senior nursing management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.
- (c) The N.A.C. shall meet monthly or as otherwise mutually agreed.
- (d) The chair and the secretary of the N.A.C. shall alternate between the parties. The secretary shall be the opposite party to the chair.
- (e) Agendas shall be circulated at least seven (7) calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.

- (f) Minutes of the N.A.C. meetings shall be circulated to members of the committee and shall be approved at the next N.A.C. meeting.
- (g)
 - (i) A nurse(s) with a concern as referenced in clause 1103 (a) (i) above shall discuss the matter at the unit level utilizing established lines of communication with the objective of resolving the concern. If the matter is not resolved to the satisfaction of the nurse(s), the nurse(s) may complete and submit a "N.A.C. Summary Report" to the chair of the N.A.C. Nursing Workload Staffing Reports shall be responded to as soon as reasonably possible, but no later than fourteen (14) calendar days.
 - (ii) Those issues referenced in 1103 (a) (ii) above may be placed on the agenda at any time by any N.A.C. member.
- (h) If the decision of the N.A.C. regarding an issue referenced in 1103 (a) (i) above is unacceptable to the nurse(s) who submitted the issue, or if the N.A.C. is unable to resolve the issue, the matter shall be referred in writing to the facility Administrator and Regional Director.
- (i) The response of the Administrator and Regional Director shall be provided in writing to the nurse(s) and the N.A.C. within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (j) Where, in the opinion of the nurse(s) who submitted the issue, the response from the Administrator and Regional Director does not resolve the issue, it may be referred to an Independent Assessment Committee (I.A.C.) within twenty-one (21) days following the response.

1104 Independent Assessment Committee (IAC)

- (a) The I.A.C. shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3rd) nurse shall chair the IAC and shall be selected in the following manner:
 - (i) A list of IAC Chairpersons as agreed between the parties shall be appended to this Collective Agreement.
 - (ii) When a Chairperson is required, the Employer and the Manitoba Nurses' Union will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided shall be the name following that of the last person utilized.
 - (iii) Should the person whose name is so selected be unable to serve, or where the person would be unsuitable due to connections with the parties or geographic community involved, the next person on the list shall be approached to act as Chairperson.

- (iv) For the purposes of clause 1104 (a), 'nurse' shall mean a person who is registered with any of the professional nursing associations cited at clauses 302, 303 and 304. Without intending to limit the generality of the foregoing, the term 'nurse' is not restricted by clause 301.
- (b) A meeting of the I.A.C to investigate and make recommendations shall be held within fourteen (14) calendar days of the I.A.C.'s appointment. Such recommendations shall be provided in writing to the nurse(s), the N.A.C. and the Administrator and Regional Director within a further fourteen (14) calendar days.
- (c) Each party shall bear the cost of its own appointee to the I.A.C and shall jointly bear the cost of the Chairperson.
- (d) Nurses required to attend I.A.C. meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2407.
- (e) Recommendations of the N.A.C. relative to those issues referenced in 1103 (a) (ii) shall be submitted in writing to the Administrator and Regional Director.

ARTICLE 12 -- GRIEVANCE PROCEDURE

1201 For purposes of this 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, taken off the schedule (with pay) pending investigation, 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. In the event the nurse is taken off the schedule (with pay) pending investigation, the Employer shall notify the nurse, in writing, of the outcome of the investigation and when/if the nurse is to return to work.

1203 Upon request made to her/his immediate supervisor, the Union representative shall be granted permission to process grievances during her/his regular paid hours of work provided, at the discretion of such supervisor, that nursing unit functions are not adversely affected.

1204 The nurse may elect to be accompanied and/or represented by a Union representative at any step of the grievance procedure.

1205 Discussion Stage:

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

1206 Step One:

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

A grievance concerning general application or interpretation of the 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 at Step One.

1207 Step Two:

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

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

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

1210 Subject to the provisions of Article 1209 stated above, and subject to Section 121(2) of the Labour Relations Act of Manitoba, failure to comply with any of the time limits specified in this Article shall result in the grievance being deemed settled without prejudice to future similar grievances.

ARTICLE 13 -- ARBITRATION

1301 In the event of failure to settle a grievance by the method described in Article 12, the matter may, within ten (10) days of receipt of reply in Step Two, be referred to arbitration as hereinafter set forth.

1302 The matter may be referred to a single arbitrator for decision, subject to mutual agreement of the parties on selection of the arbitrator. If mutual agreement is not reached by the parties to choose a single arbitrator within the ten (10) days from the time that the matter is referred to arbitration as defined in 1301 above, the procedure stated below shall be followed.

1303 Either party may submit the matter in dispute to a Board of Arbitration, by giving notice to the other party within a further five (5) days and by appointing in that notice one (1) nominee of the intended Board of Arbitration. The other party to the dispute shall, within five (5) days after the receipt of such notice, also appoint a nominee, and the two (2) nominees thus appointed shall, within ten (10) days thereafter, select a third member who shall be chairperson.

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

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

1306 It is mutually agreed by both parties to this Collective Agreement that the decision of the Arbitrator, or the decision of the Chairperson in the absence of the majority decision of the Arbitration Board shall be final and binding upon the Employer, the Union and the nurse(s) concerned; however, the Arbitrator or the Arbitration Board shall not have the jurisdiction to alter or change any of the provisions of this Agreement or substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of the Agreement, nor to alter, enlarge, modify or amend the provisions of the Agreement nor deal with any matter not covered by this Agreement.

1307 Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, shall be borne by the respective parties incurring such costs but the costs of the single arbitrator or of the chairperson of the arbitration board shall be borne by the parties hereto in equal shares.

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

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

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

1311 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.

1312 The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representation.

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

ARTICLE 14 -- HOURS OF WORK

1401 A shift shall be eight (8) consecutive hours of work per day inclusive of fifteen (15) minutes of a thirty (30) minute meal period and inclusive of two (2) fifteen (15) minute rest periods.

1402 Eighty (80) hours shall constitute a full bi-weekly period of work, including fifteen (15) minutes of a thirty (30) minute meal period per shift and including two (2) fifteen (15) minute rest periods per shift.

Applicable to Elder Care Co-ordinator

Eighty (80) hours shall constitute a full bi-weekly period of work, including fifteen (15) minutes of a thirty (30) minute meal period per shift and including two (2) fifteen (15) minute rest periods per shift. The Elder Care Co-ordinator may by mutual agreement, work a variation in length of shifts and period of time between shifts within a eighty (80) hour bi-weekly period in order to effectively carry out the duties and responsibilities of the position. Any hours worked in excess of eighty (80) hours in a bi-weekly period must be approved by the Director of Care and such approved hours shall be paid at overtime rates in accordance with Articles 1602 and 1603.

Applicable to Staff Development Co-ordinator

The Staff Development Co-ordinator is a part-time EFT. The Staff Development Co-ordinator may by mutual agreement work a variation in length of shifts and period of time between shifts within a two week period in order to effectively carry out the duties and responsibilities of the position. Any hours worked in excess of eighty (80) hours in a bi-weekly period must be preapproved by the Director of Care or the Assistant Director of Care and such approved hours shall be paid at overtime rates in accordance with Articles 1602 and 1603. Such approval will not be unreasonably withheld.

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

1404 A full-time or part-time nurse who is advised not to report for her/his next scheduled shift, or who is advised not to report for a scheduled overtime shift, or who is sent home because of lack of work, shall receive pay for the scheduled hours not worked at the applicable rate of pay.

1405 A nurse shall receive pay for the entire shift for which she/he was called in, when lateness of arrival of less than one (1) hour in duration results from notice of less than one (1) hour. This clause shall not apply in the event of overtime work.

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 the Department of Highways, the nurse shall be rescheduled at a mutually agreeable time if possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. Where the scheduling of such shift cannot be accommodated or the nurse chooses not to be rescheduled, she/he may take the time from banked time which includes banked overtime, Recognized Holidays or vacation.

ARTICLE 15 -- SHIFT SCHEDULES

1501 Shift schedules for a minimum of a four (4) week period shall be posted 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 shall be made in writing at least two (2) weeks prior to the requested dates and a decision shall be communicated to the nurse without undue delay.

1502 Requests for interchanges in posted shifts or a portion thereof shall also be submitted in writing, to the Director of Care or the Assistant Director of Care, co-signed by the nurse willing to exchange shift(s) with the applicant. It is understood the applicant will make the request at least eight (8) hours in advance, where reasonably possible. Such changes may be approved by the nurse in charge in the absence of the Director of Care or the Assistant Director of Care. Where reasonably possible, interchanges in posted shifts are to be completed within the posted shift schedule. It is understood that any change in shifts or days off initiated by the nurses and approved by the Employer shall not result in overtime costs to the Employer.

1503 Night shift shall be considered as the first shift of each working day. (2300 - 0715 hours).

1504 Master rotations for each neighborhood 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, unless otherwise mutually agreed between the nurse(s) concerned and the Employer, observe the conditions listed hereinafter:

- (a) alternate weekends off shall be granted as often as reasonably possible, with each nurse receiving a minimum of every third weekend off.
- (b) nurses may be required to work permanently on one (1) shift (i.e. permanent Days or permanent Evenings or permanent Nights). Nurses who are required to rotate shifts shall be 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.
- (c) a minimum of fifteen and one-half (15.5) hours off between shifts unless otherwise mutually agreed between the Employer and the nurse.
- (d)
 - (i) a minimum of forty-seven (47) hours off at one time, or
 - (ii) a single weekday off may be permitted in a staffing pattern that provides alternate weekends off. This is subject to meaningful consultation between the nurses affected and the Union.
- (e) A nurse will receive consideration in scheduling to allow her/him to pursue academic course(s) to further her/his education. Whenever reasonably possible, subject to patient care requirements, the granting shall be based on the following:
 - (i) she/he submits her/his 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 her/his 'normally' scheduled shifts for the 'normally' scheduled shifts of the nurse attending the academic course(s), as agreed in writing,
- (iii) upon completion of the academic course(s) each nurse shall revert to her/his former rotation pattern.

Proof of registration in such course(s) shall be submitted by the nurse upon request.

- (f) There shall be not more than and preferably less than, seven (7) consecutive shifts without days off.

ARTICLE 16 -- OVERTIME

1601 Overtime shall be voluntary. Overtime shall be authorized time worked in excess of a shift as defined in 1401, or in excess of one hundred and sixty (160) hours in a four (4) week schedule. For purposes of overtime calculation, a day shall be defined as the twenty-four (24) hour period commencing with the start of the nurse's shift.

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 Facility substantiating the reason for the overtime work.

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

1603 Notwithstanding sections 1601 and 1602 above, 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 fifteen (15) minutes. She/he shall receive pay at the rate of double her/his basic salary for the additional shift, except when the additional shift is worked on a Recognized Holiday, she/he shall receive pay at the rate of two and one-half (2.50) times her/his basic salary for the additional shift.

1604 When a nurse is called in by the Employer to work a portion of a shift, and the nurse is entitled to overtime under other provisions of this Collective Agreement, she/he

shall be paid for all hours worked at overtime rates of pay subject to a minimum guarantee of three (3) hours pay at overtime rates.

1605 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. Overtime may be accumulated to a maximum of eighty (80.00) hours at any one time. Any overtime in excess of eighty (80.00) hours shall be paid as earned. 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.

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

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

1607 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.

1608 A nurse who works overtime for a period in excess of two (2) hours immediately following her/his regular hours of work shall be provided with a meal.

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

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

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

For purposes of application of this provision, a "modified" Day shift shall mean one that commences at a different time than the majority of Day shifts worked by nurses, and a "modified" Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by nurses

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

1704 A weekend premium of one dollar and sixty-five cents (\$1.65) [two (\$2.00) dollars effective April 1, 2016] per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 18 -- STANDBY

1801 "Standby" shall refer to any period of time duly authorized by the Employer during which a nurse is required to be available to return to work without undue delay

1802 Nurses required to be on standby shall receive two (2) hours basic pay per eight (8.00) hour shift or portion thereof.

1803 A nurse actually called back to work when she/he is on standby shall be paid for hours worked at the overtime rates, or may by mutual agreement between the nurse and the Employer, be granted time off which is the 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 her/his next shift. In such cases the nurse shall be paid at the overtime rate from the time she/he started work to the beginning of her/his shift.

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

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

1806 The Employer will provide parking space in near proximity to the Facility for the use of nurses on standby who are called back.

ARTICLE 19 -- RESPONSIBILITY PAY

1901 A nurse assigned to perform all or substantially all of the responsibilities of a more senior classification for an entire shift shall be paid one dollar (\$1.00) per hour. This includes a nurse designated as being "in charge/responsibility nurse". This responsibility pay is applicable to one (1) nurse on the Night shift, one (1) nurse on the Evening shift, one (1) nurse on the Weekend shifts or Recognized Holiday shifts, one (1) nurse on the Day shift in the absence of the A.D.O.C. and the D.O.C.

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

ARTICLE 20 -- TRANSPORTATION ALLOWANCE

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

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

- (a) return transportation provided by the Employer, or
- (b) \$0.47 per kilometer if she/he elects to use her/his own vehicle, subject to a minimum guarantee of \$4.00 and a maximum payment of \$10.00.

2003 Where a nurse is required and authorized to use her/his privately owned vehicle on the Employer's business:

- (a) She/he shall be reimbursed \$0.47 per kilometer for all travel from the facility and between work locations;
- (b) She/he shall be reimbursed for parking expenses incurred away from the facility during the course of the authorized business.

When the Province of Manitoba mileage rates are increased and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect.

ARTICLE 21 -- VACATION

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 (40 hours) equals one (1) calendar week. The dates used to calculate vacation earned shall be from the end of the last full pay period of March in one vacation accrual year to the end of the last full pay period of the following March. Vacation earned in any vacation year is taken in the following vacation year.

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

2102 A nurse who has completed less than one (1) year of continuous employment by March 31st, shall be entitled to earned vacation at the rate of one and one-quarter (1.25) days per month of continuous employment, however, the Employer is not obliged to provide for the vacation to be taken until the nurse has completed six (6) months of employment.

Vacation pay for such nurse will be six percent (6%) of regular earnings up to March 31st.

2103 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.

2104

(a) Full-time and part-time nurses shall be entitled to vacation calculated on the basis of vacation earned at the following rates:

Length of Employment

Rate at Which Vacation Earned

In the first three (3) years	Fifteen (15) days/3 weeks (120 hours) per year
In the fourth (4th) to tenth (10th) year inclusive	Twenty (20) days/4 weeks (160 hours) per year
In the eleventh (11th) to twentieth (20th) year inclusive	Twenty-five (25) days/5 weeks (200 hours) per year
In the twenty-first (21st) and subsequent years	Thirty (30) days/6 weeks (240 hours) per year

- (b) The rate at which vacation is earned in the year of the third (3) and tenth (10) anniversary of continuous employment will be established on a pro rata basis for those nurses whose anniversary falls after March 31st, i.e. if a nurse is within three (3) years of continuous service and enters the fourth (4) year of employment on October 1st:

$$\frac{6 \text{ months}}{12 \text{ months}} \times 15 \text{ days} = 7.5 \text{ days}$$

$$\frac{6 \text{ months}}{12 \text{ months}} \times 20 \text{ days} = 10.0 \text{ days}$$

$$\text{Rate at which vacation earned} = \overline{17.5 \text{ days}}$$

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.

2106 Vacation Pay Entitlement

- (a) Vacation pay entitlement is based on the following formula:

$$\frac{\text{Regular Hours Paid (to 2080)}}{2080} \times \text{Earned Vacation}$$

- (b) Nurses on Workers' Compensation will continue to accrue vacation pay entitlement for a period of one (1) year. For this purpose "regular hours worked" shall be those E.F.T. as previously scheduled.
- (c) Nurses shall receive their vacation pay at the time they are taking their vacation. Vacation pay shall be pro-rated by the vacation earned.

2107 Upon termination of employment vacation pay shall be calculated in accordance with 2104 & 2105 and based on the nurse's rate of pay on the date of termination.

2108

- (a) The Employer shall be responsible for posting the vacation entitlement lists, along with a list of the number of nurses in each occupational classification that may be scheduled for vacation at one time, in an accessible location, by February 15th of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at March 31st of that year.
- (b) Beginning March 1st of each year, the Employer shall arrange an appointment with each nurse, in order of seniority, so that the nurse may indicate her/his choice of vacation dates, in writing. All of the nurse's earned vacation must be chosen at this time except for the three (3) days as per 2101. These appointments shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date. The selected/approved vacation schedule shall be updated on an ongoing basis and shall be posted daily in an accessible location.
- (c) Once a nurse's vacation selection has been approved, it shall not be changed unless by mutual agreement and without displacing the request of another nurse.
- (d) Except in extenuating circumstances, a nurse who fails to indicate her/his choice of vacation dates in accordance with the above, shall have her/his vacation scheduled by the Employer.
- (e) To the extent that it finds possible, the Employer shall give priority to those nurses in each occupational classification having the most seniority within the facility.
- (f) The approved vacation schedule will be posted no later than March 31.
- (g) Approved vacation schedules shall not be changed unless mutually agreed upon by the nurse and the Employer.

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

ARTICLE 22 -- RECOGNIZED HOLIDAYS

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

New Year's Day (January 1 st)	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (November 11 th)
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)

and any other statutory holidays declared by federal or provincial authority.

2202 Whenever a Recognized Holiday falls on her/his scheduled days off or during a week her/his vacation, it is understood that this day off in lieu shall be banked in accordance with Article 2206 or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that she/he receive an extra day's pay at her/his 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 her/his basic pay and in addition it is understood that one (1) day off shall be banked in accordance with Article 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that she/he receive an extra day's pay at her/his basic rate of pay.

2204 A day off, given in lieu of a Recognized Holiday, shall be added to scheduled days off.

2205 The Employer agrees to assign time off as equitably as possible over Christmas and New Year's endeavouring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day. As much as reasonably possible, Christmas Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

Nurses shall be assigned time off over Christmas or New Years in alternate years unless otherwise mutually agreed.

2206 A full-time nurse may accumulate a total of four (4) days in lieu of Recognized Holidays to be taken at such time as the nurse requests in writing and receives approval in accordance with 1501. Unless otherwise agreed between the Employer and the nurse, accumulated days in lieu of Recognized Holidays must be taken in the twelve (12) month period between April 1 and the following March 31. If a nurse has not requested her/his banked day(s) off by February 15th, the nurse shall be paid for the day(s) at her/his regular rate of pay on the pay period immediately following.

ARTICLE 23 - INCOME PROTECTION AND WORKERS COMPENSATION

2301 Full-time nurses will accumulate income protection at the rate of one and one-quarter (1.25) working days per month of employment from the date of beginning 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 2302, or for use in the event of family illness as specified in 2309. 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")

2302 A nurse having accumulated an entitlement to income protection may claim basic pay for such income protection against such accumulation with respect to periods during which:

- (i) accident or illness, however, a nurse cannot receive income protection benefits for any period of time during which she/he is eligible for wage loss benefits from either the Workers Compensation Board or the Manitoba Public Insurance as a result of a motor vehicle accident [subject to 2311], or
- (ii) In the opinion of the Employer presence constituted a health hazard for patient and/or other employees and she/he was instructed by the Employer to leave her/his place of duty; or
- (iii) She/he attends an appointment related to a medical/dental examination and/or treatment, subject to Article 3703.

2303 The Employer, either at the time of notification by the nurse of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's ability to perform her/his regular duties. Failure to

provide such a certificate when requested may disqualify a nurse from receiving paid income protection or may result in a refusal of permission for her/him to resume her/his duties.

Members need to be aware that if the Employer has requested the medical certificate, they should bring in the receipt and the Employer will pay.

2304

- (a) The Employer shall be entitled to recover any income protection paid to a nurse if her/his employment is not continued beyond her/his probationary period from the nurse's final termination pay.

- (b) A nurse who has completed the probationary period who is unable to perform her/his work by reason of an accident or illness not fully covered by income protection credits, 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.

2305

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

Prior to Day Shift	--	One and one-half (1.5) hours
Prior to Evening Shift	--	Three (3) hours
Prior to Night Shift	--	Four (4) hours

A nurse returning to work following an absence of one (1) week or more shall inform the Employer by 1200 hours the day prior to returning to work.

Nurses should inform the facility of the expected length of any absence; keep the facility informed of the progression of any absence of unspecified length; and give adequate notice of availability to return to work in order that replacement staff may be notified. A nurse may be sent home, without pay, should she/he arrive for work without giving notice of her/his availability.

2306

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

2307

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

2308 If a nurse is ill or suffering from an injury, as verified by a medical practitioner, while on scheduled vacation, she/he may utilize income protection to cover the illness/accident 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.

2309 Subject to the provisions of 2301, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, child, parent, grandchild. The Employer may require a medical certificate or report as proof of the validity of any income protection utilization in accordance with 2303.

2310 As soon as a nurse is aware of a date upon which surgery will occur, she/he shall notify the Employer, in writing, of this date and any change thereto so that staff coverage for her/his intended absence may be arranged.

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

These relief shifts shall be clearly identified as being subject to twenty-four (24) hours notice of cancellation.

2311

- (a)
- (i) A nurse who becomes injured or ill in the course of performing her/his duties must report such injury or illness as soon as possible to her/his immediate supervisor.
 - (ii) A nurse unable to work because of a work related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (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 she/he must advise her/his supervisor as soon as possible and she/he must submit a claim for benefits to the Manitoba Public Insurance (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, Disability & Rehabilitation 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 Workers Compensation/Manitoba Public Insurance of salary adjustments at the time they occur.
 - (iv) In accordance with Section 41(6)(b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the WCB by January 1, 1994 so that the WCB may determine whether or not the supplements referenced in 2303(b)(i) shall continue in effect after January 1, 1995.
 - (v) 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 7A06 shall apply.

2312 The Employer will annually, on written request, provide each nurse with a statement of her/his accrued income protection credits.

2313 A nurse who is on D&R/WCB/MPI prior to the commencement of her/his vacation shall, upon her/his request, have her/his 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 nurses' current annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may elect to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time).

ARTICLE 24 -- LEAVE OF ABSENCE

2401 The nurse will be required to submit a written request including the proposed departure and return dates to the Director of Care (D.O.C.) or designate for any leave of absence unless otherwise herein stipulated. All leaves of absence must be approved in writing by the Director of Care or designate. 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 her/his decision in writing, within two (2) weeks of receipt of the request. Requests for extension of educational leave, maternity leave, adoption leave, and bereavement leave will be granted if reasonably possible.

Where a nurse has been granted a leave of absence from her/his entire EFT, she/he shall be eligible to work additional available shifts. However, she/he shall not have preference over part-time nurses or casual nurses who offer to work these shifts. When she/he is awarded additional available shifts, she/he is compensated in accordance with Article 2704 (a) – (e).

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

Where a nurse requests to return to work prior to expiry of the leave of absence as set out in the approved request, the Employer will consider the request and grant it if reasonably possible, except as per 2406 (C. 6).

2402 The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less, the nurse is assured of being placed in the same occupational classification and at the same step on her/his salary scale on her/his return, but she/he cannot be assured of being placed in the same nursing unit, position or shift. In the case of longer leaves of absence, a nurse may be placed in any position covered by this Agreement and shall be reinstated at her/his previous salary, provided that such salary shall not exceed the maximum for the position in which she/he is placed. Notwithstanding 3001, a nurse not placed in her/his former position will be given consideration over other nurses for the first vacancy made available to her/him in a similar position.

2403 There shall be no loss of accumulated income protection credits or accumulated vacation entitlement up to the date of beginning any leave of absence.

2404 Income protection credits and vacation entitlement will continue to accrue during any leave of absence approved by the Employer of one (1) month or less.

2405

(a) 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.

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

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.

(c) Employer Sponsored Educational Development:

A nurse shall be granted, upon written request, funding up to a maximum of two hundred dollars (\$200.00) per fiscal year to attend approved workshops, courses and other programs that are relevant to the nurse's current area of practice. Such requests must be submitted to the D.O.C., prior to attendance at such program. The \$200 allowance referenced herein shall be for reimbursement of tuition or registration and recommended/required books/software and shall occur upon satisfactory completion of the workshop, course, or educational program.

2406 Parenting Leave:

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

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

A. Maternity Leave Plan "A"

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

- (a) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.
- (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.

- (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.

B. Maternity Leave Plan "B"

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

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

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

- (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where a nurse is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
- (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified as per C.6 below.

- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (d) In the event the nurse does not complete the full period of service as required under Part (a) and (b) above, she shall repay a portion of the "top up" as follows:

$$\frac{\text{Monetary value of top up provided}}{\text{Hours of service required to be worked}} \times \text{number of hours not worked}$$

(value is based on hours paid at regular rate of pay in 6 months prior to leave)
(based on monetary value)

- 3. A nurse who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in (1) (b).
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in (1) (b).
 - (c) the Employer may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.
- 4. During the period of maternity leave, a nurse who qualifies is entitled to a maternity leave allowance with the Supplementary Unemployment Benefit (SUB) Plan as follows:
 - (a) for the first two (2) weeks a nurse shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the nurse is eligible to receive and ninety-three percent (93%) of her normal weekly earnings.
 - (c) All other time as may be provided under this Article, shall be on a leave without pay basis.
- 5. Plan B does not apply to a newly hired nurse occupying a term position.
- 6. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

C. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to fifty-four (54) weeks inclusive of vacation as specified in (C 2) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with 2401.

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

Where Parenting leave is thirty-seven (37) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.

Where Maternity and/or Parental Leave exceeds thirty-seven (37) weeks, the nurse may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

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

- 3. Subject to 4. below, Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.

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

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

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

2407

- (a) Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress meetings or seminars. It is understood that the Manitoba Nurses' Union will reimburse the Employer for salary, benefits and related payroll costs.
- (b) Subject to six (6) weeks notice, a nurse elected or selected to a full-time or part-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress, or College of Registered Nurses of Manitoba or College of Licensed Practical Nurses of Manitoba or College of Registered Psychiatric Nurses of Manitoba, shall be granted leave of absence without loss of seniority, salary or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request, during her/his term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs with respect to the Manitoba Nurses' Union, the Canadian Federation of Nurses' Unions or the Canadian Labour Congress. With respect to the colleges, the Manitoba Nurses' Union will negotiate a secondment memorandum to protect the nurse's seniority in the bargaining unit.

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

2408 Leave Re Citizenship: Nurses shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

2409 Bereavement Leave:

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

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

(b) Necessary time off, up to one (1) day at basic pay will be granted a nurse to attend a funeral as a pallbearer.

Necessary time off, up to one (1) day at basic pay may be granted a nurse to attend either a funeral or initial memorial service as a mourner. Special consideration will be given to requests for leave related to the death of significant other persons under this provision.

(c) For the purpose of this section, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse.

2410 Legal and Investigative Proceedings

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

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

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

2411 Compassionate Care Leave:

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

- (a) A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For a nurse to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and

- (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
 - (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 her/his Compassionate Care Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of 2301, a nurse may apply to utilize income protection to cover part or all of the two (2) 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 2409.

2412

Pre-retirement Leave:

(a)

Full-time nurses who:

- (i) retire at age sixty-five (65) years; or
- (ii) retire after age sixty-five (65) years; or
- (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (iv) have completed at least ten (10) years of continuous employment and who meet the "Magic 80" provisions of the HEPP Retirement Pension Plan; or
- (v) terminate employment at any time due to permanent disability

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

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

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

(b)

Part-time nurses who:

- (i) retire at age sixty-five (65) years; or
- (ii) retire after age sixty-five (65) years; or
- (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (iv) have completed at least ten (10) years of continuous employment and who meet the "Magic 80" provisions of the HEPP Retirement Pension Plan; or
- (v) 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:

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

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:

$\frac{\text{Hours Worked During Layoff}}{\text{Annual Full-time Hours}}$	X	Entitlement of a Full-Time Nurse
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(c) Calculation of pre-retirement leave entitlement shall begin from the date of the nurse's last commencing employment at the Facility and shall be based on the nurse's total length of continuous employment on the date of retirement.

(d) Payment shall, at the option of the nurse, be made in a lump sum or as a continuation of salary until scheduled retirement date, 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 her/his last day worked.

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

ARTICLE 25 -- SENIORITY

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

2502 Seniority shall be considered a factor in vacancy selection (including promotion and transfer) and if all other posted selection criteria are equal, it will be considered as a governing factor. Seniority of nurses relates to the seniority of other nurses in the same classification.

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

- (i) she/he is on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) she/he is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D&R, for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (iii) she/he is on an educational leave of absence in excess of two (2) years;
- (iv) she/he is laid off for more than twenty-six (26) weeks and less than five (5) years;

- (v) she/he obtains a term position of fifty-four (54) weeks or less, outside the bargaining unit.

2504

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

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

2505

The seniority of a nurse will terminate if:

- (i) she/he resigns;
- (ii) she/he is discharged, and not reinstated under the grievance procedure;
- (iii) she/he is laid off for longer than five (5) years;
- (iv) she/he fails to report for duty within seven (7) days after notification to do so subject to 2406;
- (v) she/he fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
- (vi) she/he is permanently assigned a position outside of the scope of the bargaining unit or she/he obtains a term position outside the bargaining unit which is greater than fifty-four (54) weeks;
- (vii) she/he is discharged while on probation.

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. Any alleged errors in the list will be brought to the attention of the Employer by the Union and confirmed errors will be corrected as soon as possible.

ARTICLE 26 -- TERMINATION OF EMPLOYMENT

2601

Four (4) weeks notice of intention to terminate employment, exclusive of any vacation due, shall be given in writing by the party initiating the termination.

Employment may be terminated with lesser notice:

- (a) by mutual agreement between the Employer and the nurse; or

- (b) during the probationary period of a newly hired nurse subject to Article 31 - Probationary Period; or
- (c) in the event the nurse is dismissed for just cause.

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

2603 Each nurse shall receive all salary earned to the date of termination and pay in lieu of unused vacation on the next following pay day.

ARTICLE 27 -- LAYOFF AND RECALL

2701 When a reduction in the working force becomes necessary, the Employer will provide as much advance notice as possible to the Union. The Employer and the Union will meet to discuss the issues related to the reduction in the working force.

2702 When a reduction in the working force becomes necessary, full-time and part-time nurses will be laid off in reverse order of seniority within their classification, subject only to more senior nurses being qualified, 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.

2704 No layoff of full-time or part-time nurses shall occur when casual nurses are being employed, unless no full-time or part-time nurse on staff is qualified, competent and willing to fill the position(s) in question.

Notwithstanding Article 3405, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided she/he is qualified, competent and willing to perform the required work. 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 her/him working in excess of her/his 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 section 2103 and shall be paid at the prevailing rate for the nurse on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay,

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

$$\begin{array}{r}
 \text{Additional available hours} \\
 \text{worked by the laid-off nurse} \\
 \text{-----} \\
 \text{Full-time hours}
 \end{array}
 \times
 \begin{array}{l}
 \text{Entitlement} \\
 \text{of Full-time} \\
 \text{Nurse}
 \end{array}$$

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

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

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

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

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

2705 No new full-time or part-time nurse(s) will be hired when other nurses are on layoff except for reasons of a special skill requirement.

2706 Nurses shall be recalled in seniority order provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for one (1) calendar week's notice to report back to work. Notwithstanding Article 2701 the above mentioned available positions shall not be posted while nurse(s) are on layoff.

Any nurse affected will contact the D.O.C. by telephone followed by written notice not later than three (3) days before the date on which she/he is due to return to work. Failure to notify as above shall result in the nurse being placed last on the recall list.

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

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

2708 Laid off nurses shall be entitled to apply for nursing job vacancies other than those to which they have recall rights.

2709 Nurses who are absent from work due to a leave of absence for any reason shall be advised of layoff or deletion of their position, in writing to their last known address and in accordance with this 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.

2710 Accumulated vacation entitlement shall be paid out at the time of actual layoff except where, prior to the date of layoff, a nurse secures a term or permanent position within four (4) weeks of layoff or has no interruption of his/her regular salary.

ARTICLE 28 -- PROMOTION

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

2802 The nurse's anniversary date of employment in the new classification to which she/he was promoted shall govern with respect to increments.

2803 The first three (3) calendar months following a nurse's promotion shall be considered to be a trial period. During this trial period, she/he may return to her/his former position at her/his request or may be returned to her/his former position by the Employer. The nurse will be returned to the position at her/his previous increment level. Any other nurse affected by the above, shall also be returned to her/his former position. In such cases, the notice period for the scheduling provisions of the Collective Agreement shall not apply.

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.

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

2903 Upon written request, a nurse accompanied by a Union representative, if she/he so elects, shall be given the opportunity to examine any document which is placed in her/his personnel file, and her/his reply to any such document shall also be placed in her/his personnel file. Upon written request, the nurse shall also receive an exact copy of such document. The Employer agrees to remove and destroy any disciplinary documentation, from the personnel file of a nurse, after twenty-four (24) months, providing no similar incidents occur within that period. In the event an employee is laid off or on a leave of absence of one calendar month or more during the twenty four (24) months immediately following the discipline, the discipline record will extend the twenty (24) calendar month period by the length of the actual lay off or leave of absence.

2904 A nurse accompanied by a Union representative if she/he so elects may examine her/his personnel file upon request. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in her/his personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter. Any nurse who has been terminated may consult her/his file and upon written request shall receive copies of specified documents, at her/his cost, so long as the written request is made within sixty (60) days of her/his termination.

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

ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS

3001 The Employer agrees to 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. Such posting shall not preclude the Employer from advertising outside the Employer's premises. Pending the commencement of the position of the successful applicant, the Employer may offer additional available shifts in accordance with Article 3405.

All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) and date of closing of the competition. Job descriptions shall be available to applicants on request.

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

3003 The applicant selected for any position shall receive within two (2) weeks of the selection being made, written confirmation regarding starting date and starting salary. Notice of appointment of the successful applicant to the vacant, term or new position shall be posted on the bulletin board.

3004 The Employer will inform the Union of any new classifications created which come under the scope of this Agreement but do not fall within the terms of Appendix "A" and the Union may enter into negotiations on the salary scale for such new classifications by so informing the Employer within four (4) days of receiving such notice. In the event the parties are unable to reach agreement, the matter at issue shall be referred to Arbitration as set forth in Article 13 herein.

3005 Term Position

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

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

The maximum duration specified in paragraph 1 above for term positions shall not apply in situations where a nurse is absent indefinitely due to Workers Compensation and/or illness and/or accident or where there is a temporary vacancy due to budgeted/monitored hours or a 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 or the nurse relinquishes her/his position and remains on leave. Any term positions directly resulting from the above procedure will be posted in the same manner.

In case a nurse on maternity or parental leave wants to exercise her/his right to return from such leave earlier than anticipated, having given appropriate notice as per 2406 (C.6), the Employer shall state on the job posting that the said term position is a "maternity or parental leave of absence term" which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

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

On expiry of the term position the nurse:

- (a) newly hired from outside the Facility shall be entitled to exercise her/his seniority rights to obtain any vacant position for which she/he is qualified, without interruption of seniority or benefits provided the nurse has applied for and has been awarded the position within four (4) weeks of the expiry of the term position and the position commences within six (6) weeks of the expiry of the term position.
- (b) who was employed by the Employer immediately prior to accepting the term position shall return to her/his former position.

ARTICLE 31 -- PROBATIONARY PERIOD

3101 The first three (3) calendar months of employment shall be recognized as a probationary period for full-time nurses and the first four (4) calendar months of employment or two hundred and forty (240) hours worked (whichever is the later of completion), shall be recognized as a probationary period for part-time nurses during which the nurse shall not have recourse to the grievance procedure for reasons of termination of employment. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

ARTICLE 32 -- PERFORMANCE APPRAISALS

3201 The Employer shall endeavour to complete a written appraisal of a nurse's performance bi-annually. Upon request, the nurse shall receive an exact copy of the appraisal.

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

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

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

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

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

ARTICLE 34 -- SPECIAL UNDERSTANDING RE: PART-TIME NURSES

3401

(a) Vacation pay shall be calculated as follows:

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

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

3402 Part-time nurses will be paid four point six two (4.62%) percent of their basic 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 regular pay.

3403 Income Protection shall be determined on a percentage basis of hours actually worked as compared to full-time hours, in accordance with the following formula:

$$\frac{\text{Hours Actually Worked}}{\text{Full-Time Hours}} \times \text{Entitlement of a Full-Time Nurse}$$

3404 A part-time nurse shall be assigned and committed to work her/his EFT as agreed to in writing at the time of commencing employment. This written agreement shall only be revised when the nurse secures an alternate position in accordance with the provisions of the Collective Agreement.

3405 Part-time nurses who make known to the Employer that they wish to work occasional additional shifts shall be given preference and first opportunity to accept such shift(s) provided this will not result in overtime costs to the Employer.

3406 Seniority accumulated by a part-time nurse up to November 12, 2002 shall be retained and effective from November 12, 2002, seniority will be calculated in accordance with regular hours worked.

3407 A part-time nurse called back to work hours in excess of a shift (as defined in 1401) in any one (1) day shall be paid at overtime rates of pay with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

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

3409 Subject to Article 3805, 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 his/her last increment, or date of employment as the case may be;

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

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

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

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

3410 Subject to Article 3805, a nurse whose employment status changes from full-time to part-time shall be entitled to receive an increment on the later of:

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

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

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

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

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

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE: CASUAL NURSES

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

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

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

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

When a nurse elects to terminate her/his full-time or part-time position and immediately requests to have her/his 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) She/he will receive the salary of the occupational classification into which she/he is assigned and at the same increment level that had been attained while working as a full-time or part-time nurse.

NOTE: For purposes of implementation, on April 1, 2002 the Employer shall:

(a) commence recognition of academic allowances in accordance with Appendix "B", which shall be paid on the first day of the first complete pay period following application being made by the casual nurse.

- (b) commence accumulating hours of work of casual nurses for incremental purposes.

3504 Casual nurses required to work on a Recognized Holiday, excluding Remembrance Day, shall be paid at the rate of one and one-half (1.50) times their basic rate of pay. Casual nurses required to work on Remembrance Day shall be paid at the rate of double their basic rate of pay in accordance with the Remembrance Day Act.

Casual nurses will be paid four point six two (4.62%) percent of basic 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 regular pay cheque.

3505 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 2903, 2904, 2905;
- the Employer Sponsored Educational allowance in 2405(c)
- Legal and Investigative Proceedings in Article 2410.

3506 The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual nurse receives any payment, and such dues shall be forwarded to the Manitoba Nurses' Union monthly in accordance with Article 5.

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

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

3508 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 3005 (a), she/he shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

3509 Articles 12 and 13 herein apply only with respect to the terms of this Article.

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 her/his commencement of employment.
- (c) The anniversary date of a newly graduated graduate practical nurse who obtains her/his license within an eighteen (18) month period of commencing employment (or within the time period as amended in the regulations of the LPN Act) shall be the date of her/his commencement of employment.

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 rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of her/his employment, shall receive recognition of previous experience as specified in 3803, retroactive to the date of his/her employment.
- (b) When registration of a nurse in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.

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

3603 Termination

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

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 on the Employer's premises.

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

ARTICLE 38 - SALARIES AND INCREMENTS

3801 Nurses shall be paid in accordance with the salary schedule Appendix "A" attached hereto and forming part of this Agreement.

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

3803 Applicable to Registered Nurses and Registered Psychiatric Nurses:

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

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

(b) A nurse employed at a classification above a Registered Nurse or Registered Psychiatric Nurse shall be granted a starting salary that is not less than one (1) increment step above what her/his starting salary would be if she/he were employed as a 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 RN/RPN start rate specified in Appendix "A", and after not more than three (3) months from the date of commencement of her/his employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with her/him, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

(d) Applicable to Licensed Practical Nurses:

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

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

3804 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.

3805 Increments:

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

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

3806 The nurse's pay will be deposited directly into the nurse's account at a major banking institution or credit union of the nurse's choice.

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 clause 1302.

3808 **Retroactivity**

Should there be retroactive wage and benefit adjustments, such shall be made payable within one hundred and twenty (120) days of the date of ratification of the Collective Agreement.

ARTICLE 39 -- BENEFIT PLANS

3901 The parties agree that the Health Care Employees Benefit Plan sponsored dental plan will be on a 50-50 cost shared basis.

3902 **Disability & Rehabilitation:**

The Employer agrees to continue to participate in the Disability and Rehabilitation Plan. The benefit levels will be as stipulated in the D & R Plan. The Employer will pay the entire premium to a maximum of 2.3%.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, the nurse will commence drawing disability benefits. It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days. A nurse may claim income protection benefits for the period of time not to exceed this elimination period.

3903

A Health Spending Account (HSA) shall continue to be made available for eligible nurses. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP "Enhanced" Extended Health Benefit Plan and the HEBP Dental Plan.

The annual HSA benefit amounts shall be:

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

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

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

In order to be eligible for the HSA a nurse must be enrolled in the "Enhanced" Extended Health Care Plan.

New nurses hired on or after April 1, 2010 who become enrolled in the "Enhanced" Extended Health Care Plan will commence HSA coverage following one (1) year participation in the "Enhanced" Extended Health Care Plan.

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

ARTICLE 40 -- OVERPAYMENTS

4001 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

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

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

APPENDIX "A" - SALARIES

A.1 Effective April 1, 2013 - Monthly salaries include 2% increase.

Hourly salary calculated as (monthly salary x 12) ÷ annual hours

Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
LPN	50773.378	52434.639	54074.277	56067.799	57895.198	59935.639	62070.005	63311.405
	4231.115	4369.553	4506.190	4672.317	4824.600	4994.637	5172.500	5275.950
	24.410	25.209	25.997	26.956	27.834	28.815	29.841	30.438
RN/RPN	66327.933	68642.853	70965.040	73384.704	75750.227	78195.172		79759.075
	5527.328	5720.238	5913.753	6115.392	6312.519	6516.264		6646.590
	31.888	33.001	34.118	35.281	36.418	37.594		38.346
20 Year Service	67654.491	70015.710	72384.340	74852.398	77265.232	79759.075		
RN/RPN	5637.874	5834.642	6032.028	6237.700	6438.769	6646.590		
	32.526	33.661	34.800	35.987	37.147	38.346		

A.2 Effective April 1, 2014 - Monthly salaries include a 2% increase

Hourly salary calculated as (monthly salary x 12) ÷ annual hours

Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
LPN	51788.845	53483.332	55155.762	57189.155	59053.102	61134.352	63311.405	64577.633
	4315.737	4456.944	4596.314	4765.763	4921.092	5094.529	5275.950	5381.469
	24.898	25.713	26.517	27.495	28.391	29.392	30.438	31.047
RN/RPN	67654.491	70015.710	72384.340	74852.398	77265.232	79759.075		81354.257
	5637.874	5834.642	6032.028	6237.700	6438.769	6646.590		6779.521
	32.526	33.661	34.800	35.987	37.147	38.346		39.113
20 Year Service	69007.581	71416.024	73832.027	76349.446	78810.537	81354.257		
RN/RPN	5750.632	5951.335	6152.669	6362.454	6567.545	6779.521		
	33.177	34.335	35.496	36.706	37.890	39.113		

A.3 Effective October 1, 2014 - Monthly salaries include 1.1% Market Adjustment.

Hourly salary calculated as (monthly salary x 12) ÷ annual hours

Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
LPN	52358.523	54071.649	55762.475	57818.236	59702.686	61806.830	64007.831	65287.987
	4363.210	4505.971	4646.873	4818.186	4975.224	5150.569	5333.986	5440.666
	25.172	25.996	26.809	27.797	28.703	29.715	30.773	31.388
RN/RPN	68398.691	70785.882	73180.568	75675.775	78115.150	80636.425		82249.153
	5699.891	5898.824	6098.381	6306.315	6509.596	6719.702		6854.096
	32.884	34.032	35.183	36.383	37.555	38.768		39.543
20 Year Service	69766.664	72201.600	74644.179	77189.290	79677.453	82249.153		
RN/RPN	5813.889	6016.800	6220.348	6432.441	6639.788	6854.096		
	33.542	34.712	35.887	37.110	38.306	39.543		

A.4 Effective April 1, 2015 - Monthly salaries include a 2% increase.

Hourly salary calculated as (monthly salary x 12) ÷ annual hours

Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
LPN	53405.693	55153.082	56877.725	58974.600	60896.740	63042.966	65287.987	66593.747
	4450.474	4596.090	4739.810	4914.550	5074.728	5253.581	5440.666	5549.479
	25.676	26.516	27.345	28.353	29.277	30.309	31.388	32.016
RN/RPN	69766.664	72201.600	74644.179	77189.290	79677.453	82249.153		83894.136
	5813.889	6016.800	6220.348	6432.441	6639.788	6854.096		6991.178
	33.542	34.712	35.887	37.110	38.306	39.543		40.334
20 Year Service	71161.998	73645.632	76137.063	78733.076	81271.002	83894.136		
RN/RPN	5930.166	6137.136	6344.755	6561.090	6772.583	6991.178		
	34.212	35.407	36.604	37.852	39.073	40.334		

A.5 Effective April 1, 2016 - Monthly salaries include a 2% increase.

Hourly salary calculated as (monthly salary x 12) ÷ annual hours

Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
LPN	54473.807	56256.143	58015.279	60154.092	62114.675	64303.826	66593.747	67925.622
	4539.484	4688.012	4834.607	5012.841	5176.223	5358.652	5549.479	5660.469
	26.189	27.046	27.892	28.920	29.863	30.915	32.016	32.657
RN/RPN	71161.998	73645.632	76137.063	78733.076	81271.002	83894.136		85572.019
	5930.166	6137.136	6344.755	6561.090	6772.583	6991.178		7131.002
	34.212	35.407	36.604	37.852	39.073	40.334		41.140
20 Year Service	72585.238	75118.545	77659.804	80307.737	82896.422	85572.019		
RN/RPN	6048.770	6259.879	6471.650	6692.311	6908.035	7131.002		
	34.897	36.115	37.336	38.609	39.854	41.140		

A.6 Effective October 1, 2016 - Monthly salaries include a 1% Market Adjustment.

Hourly salary calculated as (monthly salary x 12) ÷ annual hours

Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
LPN	55018.545	56818.705	58595.432	60755.633	62735.822	64946.864	67259.685	68604.878
	4584.879	4734.892	4882.953	5062.969	5227.985	5412.239	5604.974	5717.073
	26.451	27.317	28.171	29.209	30.161	31.224	32.336	32.983
RN/RPN	71873.618	74382.088	76898.434	79520.407	82083.712	84733.078		86427.739
	5989.468	6198.507	6408.203	6626.701	6840.309	7061.090		7202.312
	34.555	35.761	36.970	38.231	39.463	40.737		41.552
20 Year Service	73311.090	75869.730	78436.402	81110.815	83725.386	86427.739		
RN/RPN	6109.258	6322.478	6536.367	6759.235	6977.115	7202.312		
	35.246	36.476	37.710	38.996	40.253	41.552		

APPENDIX “B” – ACADEMIC ALLOWANCE

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

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

\$0.288 per hour for all paid hours (2080 annual 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:

\$0.577 per hour for all paid hours (2080 annual hours)

APPENDIX "C" - CLASSIFICATIONS

Registered Nurse/ Registered Psychiatric Nurse -	A Registered Nurse or a Registered Psychiatric Nurse employed in a general duty position.
L.P.N. -	A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurses Act of Manitoba.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2015.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
RIVER EAST PERSONAL CARE HOME
AND
RIVER EAST NURSES LOCAL 110
OF THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement

The ratification date of the current Collective Agreement occurred on January 22, 2015.

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.

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

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

3. Re: Group Benefit Plans

The Employer and the Union agree to participate in the Jointly Trusteed Benefit Plans in accordance with the Benefit Trust document established between the health care employers and unions in 1998. This agreement shall be in accordance with the Collective Agreement, and in accordance with the Trust agreement and the plan texts established by the Board of Trustees of the Healthcare Employees Benefits board (HEBP). This shall include the Group Dental Plan, the Group Life Plan, Group Extended Health Plan and D&R.

The contribution rates schedule are indicated in the Collective Agreement or the plan text and may only be amended by a process outlined in the Trust or through collective bargaining.

4. Re: Pensions [Re: Participation in Jointly Trusteed Pension Plan (HEPP)]

- (i) The parties agree to participate in the Health Care Employees' Pension Plan – Manitoba (HEPP) in accordance with its terms and conditions including an established contributions rate as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.
- (ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (iii) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

5. Re: Pensions – Contribution Rates

For information purposes only, Employer and employee contribution rates for the HealthCare Employees' Pension Plan – Manitoba (HEPP) *as of October 30, 2014 are:*

7.9% of pensionable earnings up to YMPE (yearly maximum pensionable earnings); and

9.5% for pensionable earnings in excess of YMPE (yearly maximum).

6. Re: Employment Security

- 1. Should the Employer plan to alter the delivery of health care and/or reduce the current complement of nurses, it will notify the Union in writing at least ninety (90) days in advance.
- 2. In the event of planned employee reductions, the Union and the Employer will meet within twenty (20) days of the above date to examine the issue.
- 3. Should the Employer decide to proceed with the reduction of nurses, it will meet with the Union within five (5) days to develop the process for the reductions.
- 4. The principle of attrition in the process will be examined by the Employer and the Union.

5. Where reductions cannot be dealt with through attrition, Article 2407 shall apply. Should the nurse choose not to exercise seniority rights under Article 2407, then layoff in accordance with Article 24 shall apply.
6. In the event of #5 above occurring, or in the event of the closure of the facility, the Employer and the Union will jointly investigate opportunities for the funding of retraining and redeployment for affected nurses.

7. Re: Article 501

The Employer and the Union mutually agree that the Employer will provide the following information regarding MNU members to the Manitoba Nurses' Union along with each monthly dues deduction list or special assessment deduction list:

First name
(Middle name)
Last name
Amount of dues deducted

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

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

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

- (a) Part-time nurses shall be eligible to apply for and occupy more than one (1) part-time position within the Facility. Where it is determined that it is not feasible for the nurse to work in more than one (1) position, the nurse will have the option of assuming the position applied for and relinquishing their former position.
- (b) At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. However, it is agreed that daily hours within the two positions may be scheduled, to a maximum of twelve (12) hours in any one day, at the nurse's regular rate of pay, with mutual agreement between the Employer, the nurse and the Union. Notwithstanding the above, it is understood that a nurse who works more than the normal full-time hours in two (2) consecutive bi-weekly periods shall be compensated for the excess hours in accordance with Article 16.

- (c) Where the sum of the positions occupied equal one (1.0) EFT, the status of the nurse will continue to be part-time, (i.e. status will not be converted to full-time), and the provisions of Article 34 will apply based on the total of all active positions occupied, unless specified in this article.
- (d) All salary based benefits, i.e. Group Life, Pension, LTD, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- (e) All accrued benefits, i.e. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- (f) Requests for scheduling of vacation shall be submitted to each unit/department manager. Said requests will be considered by both unit/ department managers, and shall be granted in accordance with the provisions of Article 2109, based on the nurse's seniority within each unit/department.
- (g) Requests for unpaid or paid leaves of absence shall be submitted to each unit/department manager, and shall be considered on/in each unit/department, in accordance with the appropriate provisions of the Collective Agreement.
- (h) Nurses taking on an additional position, which represents a promotion, will be subject to a trial period in accordance with Article 2803. If unsuccessful in the trial period, the nurse shall retain her/his previously held position(s).
- (i) Where an approved arrangement is later found to be unworkable, the affected nurse may be required to relinquish one of the positions occupied.

9. Re: Mentorship

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

The Employer and the Union believe that Mentorship of new Graduate Nurses is necessary and important and will facilitate transition from the student role to the practicing professional role and build a culture of support that will foster the retention of new Graduate Nurses. Further, the Employer and the Union recognize that this may be accomplished in a variety of ways dependant 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 a new graduate nurse(s) in order to assist the graduate nurse(s) in successfully adjusting to the working environment and performing her/his 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 \$0.70 per hour for each hour assigned by the Employer as a mentor.

10. Re: Increase of EFT

Notwithstanding Article 30, the EFT of a part-time nurse may be increased in accordance with the following process:

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.

- (a) The process will commence at a date determined by the parties at the Local Nursing Advisory Committee. The Employer shall inform the Local Nursing Advisory Committee of the total EFT and shift patterns available per nursing unit.
- (b) 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 her/his EFT up to a 1.0 EFT.
- (c) 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.
- (d) A part-time nurse shall not be permitted to increase her/his EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.

- (e) 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.
- (f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (g) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of 1504.
- (h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.
- (i) The Local Nursing Advisory Committee shall be advised of the outcome in the Increase of EFT Process of each nursing unit.

11. Re: Transfer – Job Selection

- 1. The Employer and the Union mutually agree that the following understandings apply to Article 30 Vacancies, Term Positions, and New Positions with respect to Nurses transferring to posted vacancies, term positions, and new positions for the duration of the Collective Agreement. The following criteria will be utilized to determine if the nurse(s) are eligible for transfer;
 - i. meet the qualifications of the posted position including the relevant experience required for that specific position;
- 2. If more than one candidate meets the transfer criteria, the most senior nurse will be awarded the position.
- 3. If no candidates meet the transfer criteria, the successful candidate will be determined through a competitive process as per Article 2502.

12. Re: Article 2407

In accordance with current practice, for the lifetime of the Collective Agreement, the Union will reimburse the Employer in cases of Union Leave for salary plus an additional 15% of salary costs which shall reflect the cost of benefits.

13. Re: Retroactive Pay for Retired Employees

Whereas the Parties discussed this matter in negotiations, the Parties hereby agree as follows:

1. Upon written application to the Employer within one hundred and twenty (120) days of ratification of the Collective Agreement, Nurses who have retired from their Employment with the Employer, shall be entitled to retroactive pay.
2. The applicable retroactive period shall be for the period of April 1, 2013 to their date of their retirement.
3. This MOU shall expire the calendar day after one hundred and twenty (120) days following ratification of the Collective Agreement.

14. Re: Independent Assessment Committee (IAC)

Chairpersons as per 1104(a)(i):

Nancy Brown
Jan Currie

Judy Kaprowy
Brenda Lesyk

Yvonne Oxer
Laverne Sturtevant

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
RIVER EAST PERSONAL CARE HOME
AND
RIVER EAST NURSES LOCAL 110
OF THE MANITOBA NURSES' UNION**

- 1. Re: Ratification of Collective Agreement
- 2. Re: Agency Nurses
- 3. Re: Group Benefit Plans
- 4. Re: Pensions [Re: Participation in Jointly Trusteed Pension Plan (HEPP)]
- 5. Re: Pensions
- 6. Re: Employment Security
- 7. Re: Article 501
- 8. Re: Provisions for Part-time Nurses Occupying More Than One Position Within the Facility
- 9. Re: Mentorship
- 10. Re: Increase of EFT
- 11. Re: Transfer – Job Selection
- 12. Re: Article 2407
- 13. Re: Retroactive Pay for Retired Employees
- 14. Re: Independent Assessment Committee (IAC)

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2015.