

COLLECTIVE AGREEMENT

BETWEEN

RIVER EAST PERSONAL CARE HOME

AND

RIVER EAST NURSES LOCAL 110
OF THE MANITOBA NURSES' UNION

April 1, 2017 to March 31, 2024



A COMMITMENT TO CARING

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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, 2017, up to and including the 31st day of March, 2024.

202 Either party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new agreement, shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of the Collective Agreement and present its proposals in writing at a meeting between the parties, within thirty (30) days following such notice 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 Article 3807 herein.

302 A "Registered Nurse" is a nurse entitled to practice under the Regulated Health Professions Act of Manitoba to practice as a Registered Nurse in Manitoba.

303 A "Registered Psychiatric Nurse" is a nurse entitled to practice as a Registered Psychiatric Nurse under the Regulated Health Professions Act of Manitoba.

304 A "Licensed Practical Nurse" is a nurse entitled to practice 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 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.

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 a nurse 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 a nurse’s length of employment or length of service even when a casual nurse subsequently becomes a full-time or part-time nurse.

310 A “weekend” shall mean Saturday and Sunday except for purposes of scheduling for the night shift where a weekend shall mean 0715 hours Friday to 2300 hours Sunday.

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 resident 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 All bargaining unit nurses who are union members in good standing, or who may subsequently become union members in good standing shall as a condition of employment maintain union membership during the life of this Agreement. All bargaining unit nurses who are not union members shall not be required to become members as a condition of employment. All new nurses hired into the bargaining unit shall as a condition of employment, become union members within ninety (90) days from the date of employment and shall as a condition of employment in the bargaining unit, remain union members in good standing during the life of this Agreement.

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 and all nurses on leave of absence for a period of four (4) weeks or longer. If available, electronic copies of the lists will be provided with specifications as indicated below.

Annually, 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.

The Union agrees that the Union Rep is to provide each newly hired nurse with a Union Membership Form, or provide a link to an electronic Union Membership Form at the time of hiring. A nurse who chooses to complete the Union Membership Form shall forward the completed Union Membership Form to the Local President.

502 The Employer 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.

503 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.

504 When a nurse makes known to the Employer or the Union that they are a member of a religious group which has as one of its articles of faith the belief that members of the group are 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

505 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.

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

507 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

508 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.

509 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.

510 The Union agrees to provide copies of this Agreement to each newly hired nurse at the time of their 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.

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

512 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.

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

514 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 any changes in the position of Administrator of Director of Care in writing within fourteen (14) days of any change or changes to the above.

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 knowingly exercised or practiced by the Employer, Union, or any nurse by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, family relationship, mental/physical handicap, or any other applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba which may be amended from time to time, nor by reason of their membership or non-membership or activity in the Union

702 The Employer and the Union agree that no form of workplace harassment, sexual harassment, or violence shall be condoned in the workplace. Situations involving violence, harassment, and sexual harassment shall be treated in strict confidence by both the Employer and the Union and the nurses, except where disclosure is required by law.

ARTICLE 7A -- HEALTH AND SAFETY

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

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

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

On an annual basis the Workplace Safety and Health Committee will be provided with a copy of and will review the Critical Incident Stress Management policy, security/response plans and all other or applicable policies and regulations for review.

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

The Employer will provide information to the Union as to the nature of the support provided by the Employer

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 endeavor to notify the Union (Local President or designate) no later than ninety-six (96) hours after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

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 Public Health Agency of Canada.

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

7A06 **Rehabilitation and Return to Work Program** - The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled nurses even when they are not covered under the 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 their restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Union and the nurse and may proceed without the Union's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

7A07 **Whistle Blowing Protection**

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

7A08 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 their regular work duties in order to carry out their duties as a committee member under this Act and the regulations. The nurse shall be paid by the Employer at their

regular or premium pay, as applicable, for all time spent carrying out their duties as a committee member under this Act and the regulations.

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

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 their job as a result of technological change:

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

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

ARTICLE 9 -- 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, nurses shall be paid in accordance with Article 16, or by mutual agreement, 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 Article 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, Nursing Advisory Committee and any other Facility joint committee to which the Union is required or requested to appoint representatives.
- (b) All reasonable efforts will be made to relieve a nurse who is appointed to attend meetings of the Union Management Committee, Nursing Advisory Committee or any other Facility joint committee to which the Union is required or requested to appoint representatives, without loss of salary or benefits. This Article 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. Other persons may be invited to participate as mutually agreed.

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

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 Article 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 Article 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 Article 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 Article 1104 (a), 'nurse' shall mean a person who is registered with any of the professional nursing associations cited at Articles 302, 303 and 304.
- (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 Article 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 their immediate supervisor, the Union representative shall be granted permission to process grievances during their 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 by, 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 grievance 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 grievance 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. The parties agree that "written consent" includes electronic communications such as email. Confirmation includes indication of a receipt of such communication.

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 abandoned without prejudice to future similar grievances.

ARTICLE 13 -- ARBITRATION

1301 In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 12, within ten (10) days of the date upon which the written reply referred to in Article 12 is received from the Administrator, the matter may then 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 their place by the party who made the original appointment, then the other party to the dispute may request the Manitoba Labour Board to select a substitute.

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

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

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 their 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 they are called in, when lateness of arrival of less than one (1) hour in duration results from notice of less than one (1) hour. This Article 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 Manitoba Infrastructure, the nurse shall be rescheduled at a mutually agreeable time if possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. Where the scheduling of such shift cannot be accommodated or the nurse chooses not to be rescheduled, they may take the time from banked time which includes banked overtime, Recognized Holidays or vacation.

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 the nurse to pursue academic course(s) to further their education. Whenever reasonably possible, subject to patient care requirements, the granting shall be based on the following:
 - (i) the nurse submits their written request at least eight (8) weeks prior to commencing the academic course(s), and
 - (ii) another nurse(s) on the unit is (are) prepared to interchange their 'normally' scheduled shifts for the 'normally' scheduled shifts of the nurse attending the academic course(s), as agreed in writing,
 - (iii) upon completion of the academic course(s) each nurse shall revert to their former rotation pattern.

Proof of registration in such course(s) shall be submitted by the nurse upon request.
- (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 Article 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 Effective November 3, 2022, each nurse shall be paid at the rate of two (2) times their basic salary for all hours worked in any one (1) day. A full-time nurse shall receive two (2) times their basic salary for all overtime worked on a scheduled day off. However, notwithstanding Article 1601 above, all overtime worked on a Recognized Holiday shall be paid at two and one-half (2.50) times their basic salary

1603 Notwithstanding Articles 1601 and 1602 above, where a nurse works two consecutive shifts, the nurse shall be paid the full hours for both shifts and shall not be required to work an additional fifteen (15) minutes. The nurse shall receive pay at the rate of double their basic salary for the additional shift, except when the additional shift is worked on a Recognized Holiday, they shall receive pay at the rate of two and one-half (2.50) times their basic salary for the additional shift.

1604 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, the nurse 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 three (3) hours immediately following their regular hours of work shall be provided with a meal. If there is no meal available, the nurse will receive a meal allowance of ten dollars (\$10.00).

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

- (a) An evening shift premium of one dollar and seventy-five cents (\$1.75) [two dollars \$2.00) effective November 3, 2022] 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 fifty cents (\$2.50) [three dollars and fifty cents (\$3.50) effective November 3, 2022] 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 two (\$2.00) dollars 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 they are 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 their next shift. In such cases the nurse shall be paid at the overtime rate from the time they started work to the beginning of their shift.

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

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

1806 The 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 their shift between the hours of 0001 and 0600 hours and who does not have their 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 they elect to use their 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 their privately owned vehicle on the Employer's business:

- (a) The nurse shall be reimbursed \$0.47 per kilometer for all travel from the facility and between work locations;
- (b) The nurse 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 their vacation begins. Upon request, a nurse may be permitted to retain up to three (3) days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501.

2102 A nurse who has completed less than one (1) year of 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:

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first three (3) years	Fifteen (15) days/3 weeks (120 hours) per year
In the fourth (4 th) to tenth (10 th) year inclusive	Twenty (20) days/4 weeks (160 hours) per year
In the eleventh (11 th) to twentieth (20 th) year inclusive	Twenty-five (25) days/5 weeks (200 hours) per year
In the twenty-first (21 st) 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 (3rd) and tenth (10th) 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 (4th) 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.
- (g) any period when a nurse is on Compassionate Care Leave, Leave Related to Critical Illness, or Domestic Violence Leave, as provide for in the Employment Standards Code.

2106 Vacation Pay Entitlement

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

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

(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 Articles 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 their 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 Article 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 their choice of vacation dates in accordance with the above, shall have their 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 31st.

- (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)	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	National Day of Truth and Reconciliation (September 30 th)
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day (November 11 th)
Canada Day (July 1 st)	Christmas Day (December 25 th)
	Boxing Day (December 26 th)

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

2202 Whenever a Recognized Holiday falls on the nurse's scheduled days off or during a week their 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 they receive an extra day's pay at their basic rate of pay.

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

2204 A day off, given in lieu of a Recognized Holiday, shall be added to 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 Article 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 31st. If a nurse has not requested their banked day(s) off by February 15th, the nurse shall be paid for the day(s) at their 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 Article 2302, or for use in the event of family illness as specified in Article 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) The nurse was unable to work due to accident or illness, however, a nurse cannot receive income protection benefits for any period of time during which the nurse 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 Article 2311], or
- (ii) In the opinion of the Employer the nurse's presence constituted a health hazard for residents and/or other employees and the nurse was instructed by the Employer to leave their place of duty; or
- (iii) The nurse 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 their 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 the nurse to resume their duties.

Nurses need to be aware that if the Employer has requested the medical certificate, they should bring in the receipt and the Employer will reimburse them for the cost of the medical certificate.

2304

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

(b) A nurse who has completed the probationary period who is unable to perform their work by reason of an accident or illness not fully covered by income protection 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 their 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 Employer of the expected length of any absence; keep the Employer 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 the nurse arrive for work without giving notice of their 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, nurse practitioner or physician/clinical assistant, while on scheduled vacation, the nurse 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 Article 2301, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, common law spouse including same sex partner and fiancé, dependent child, dependent step-child, parent, step-parent, parent-in-law, or grandchild. The Employer may require a medical certificate or report as proof of the validity of any income protection utilization in accordance with Article 2303.

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

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

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

2311

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

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

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

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

- (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, 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) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.
- (c) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the provisions of Article 7A06 shall apply.

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

2313 A nurse who is on D&R/WCB/MPI prior to the commencement of their vacation shall, upon their request, have their vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. If the 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 their 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 their entire EFT, they shall be eligible to work additional available shifts. However, they shall not have preference over part-time nurses or casual nurses who offer to work these shifts. When the nurse is awarded additional available shifts, the nurse is compensated in accordance with Article 2705 (a) – (e).

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

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 Article 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, or eighty (80) weeks or less in the case of Parenting Leave or Parental Leave the nurse is assured of being placed in the same occupational classification and at the same step on their salary scale upon their return, but they 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 their previous salary, provided that such salary shall not exceed the maximum for the position in which the nurse is placed. Notwithstanding Article 3001, a nurse not placed in their former position will be given consideration over other nurses for the first vacancy made available to the nurse 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 four (4) weeks or less.

2405

- (a) If, in the opinion of the Employer it is in the best interests of resident 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 eighty (80) weeks where the nurse 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 the nurse's health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.

B. Maternity Leave Plan "B"

1. In order to qualify for Plan B, a pregnant nurse must:
 - (a) submit to the Employer an application in writing, for leave under Plan B at not less than one (1) month before the intended date of the leave.
 - (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of her delivery.
 - (c) provide the Employer with proof that they have applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the nurse has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
 - (d) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of the nurse's health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) the nurse will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, except that where a nurse is the successful applicant for a part-time position which commences on the date of their return from Maternity Leave or at any time during the six (6) months following their return from Maternity Leave, the nurse must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (b) the nurse will return to work on the date of the expiry of their Maternity Leave and where applicable, their Parental Leave, unless this date is modified as per C.6 below.
 - (c) should the nurse fail to return to work as provided under (a) and/or (b) above, the nurse is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during their 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, the nurse shall repay a portion of the "top up" as follows:

$$\frac{\text{Monetary value of top up provided} \\ \text{(value is based on hours paid at regular} \\ \text{rate of pay in 6 months prior to leave)}}{\text{Hours of service required to be worked} \\ \text{(based on monetary value)}} \quad \times \quad \text{number of hours} \\ \text{not worked}$$

3. A nurse who qualifies is entitled to a Maternity Leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in (1) (b).
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in (1) (b).
 - (c) the Employer may, notwithstanding the above, vary the length of Maternity Leave upon proper certification by the attending physician.

4. Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to the Employment Insurance Act, the nurse must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the nurse in exceptional circumstances.

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

 - (a) for the first week a nurse shall receive ninety-three percent (93%) of their weekly rate of pay;
 - (b) for up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the EI benefits the nurse is eligible to receive and ninety-three percent (93%) of their normal weekly earnings.
 - (c) All other time as may be provided under this Article, shall be on a leave without pay basis.

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

6. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

C. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of their newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to sixty-three (63) weeks inclusive of vacation as specified in (C 2) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with Article 2401.

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

Where Parenting leave is forty-eight (48) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.

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

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

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

4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
5. Three (3) days of paid leave of absence (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. This provision includes the cancellation of any term position. Where the Employer has made arrangements for alternate staffing to cover the nurse's absence, the Employer shall have the right to cancel shifts. A minimum of two (2) weeks notice shall be provided for any such cancelled shift.

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/Manitoba Federation of Labour 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 four (4) weeks notice, a nurse elected or selected to a full-time or part-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress/Manitoba Federation of Labour, shall be granted leave of absence without loss of seniority, salary or benefits for a period of up to three (3) years. Such leave shall be renewed each year, on request, during their term of office. It is understood that the Manitoba Nurses' Union will reimburse the 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 or the Manitoba Federation of Labour.

Notwithstanding Article 3005, the Employer may elect to post these terms as either fixed terms up to three (3) 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, same sex partner, 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, funeral or initial memorial service, 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 interment, funeral, or initial memorial service.

One (1) bereavement leave day may be retained at the nurse's request for use in the case where actual interment, funeral or initial memorial service 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 the nurse is a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the employer any jury or witness fees received, only for those days the nurse 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 their scheduled day off, the Employer and the nurse will mutually agree on alternate time off in lieu.

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

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 twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For a nurse to be eligible for leave, a physician or nurse practitioner who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and

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

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

- (e) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the nurse;
 - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
 - (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;
 - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
 - (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
 - (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
 - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii) (iv) (v) and (vi);
 - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) Unless otherwise mutually agreed, a nurse may end their Compassionate Care Leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of Article 2301, a nurse may apply to utilize income protection to cover part or all of the Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2409.

2412 Leave Related to Critical Illness

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

“family member”:

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

“critically ill child”

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

“critically ill adult”

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

2. A nurse shall receive Critical Illness Leave without pay to provide care or support to a critically ill child or adult who is a family member of the nurse, subject to the following conditions:

- (a) For leave related to a child: A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) For leave related to an adult: A nurse must have completed at least ninety (90) days of employment as of the intended date of leave.
- (c) A nurse may take a leave of absence of up to 37 (thirty-seven) weeks to provide care or support to a critically ill child
- (d) A nurse may take a leave of absence of up to 17 (seventeen) weeks to provide care or support to a critically ill adult

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

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

- (g) Unless otherwise mutually agreed, a nurse may end their Critical Care Leave earlier than the expiry of 37 (thirty-seven) weeks in the case of a critically child, and 17 (seventeen) weeks in the case of a critically ill adult, by giving the Employer written notice at least one pay period before the nurse wishes to end the leave. Any additional available shifts resulting from Critical Care Leave being granted shall be clearly indicated as "Critical Care Leave shifts – subject to two weeks' notice of cancellation".
- (h) Seniority shall be retained/accrued as per Article 25.
- (i) Subject to the provisions of Article 2301, a nurse may apply to utilize family income protection to cover part or all the Employment Insurance waiting period.
- (j) A leave may be taken in one or more periods but no leave may be less than one week's duration
- (k) A leave must end no later than 52 (fifty-two) weeks after the day the first period of leave began

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

2413

Pre-retirement Leave:

(a)

Full-time nurses who:

- (i) retire at age sixty-five (65) years; or
- (ii) retire after age sixty-five (65) years; or
- (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (iv) have completed at least ten (10) years of continuous employment 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:

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

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

NOTE:Where a nurse chooses to take a lump sum payment, the retirement date shall be their last day worked. The lump sum shall be payable as soon as reasonably possible after the last day paid.

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

ARTICLE 25 -- SENIORITY

2501 Seniority shall be defined as the length of the nurse's continuous employment from the last date on which the nurse 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) the nurse 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) the nurse 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) the nurse is on an educational leave of absence in excess of two (2) years;
- (iv) the nurse is laid off for more than twenty-six (26) weeks and less than five (5) years;
- (v) the nurse obtains a term position of sixty (60) weeks or less, or up to a maximum of eighty (80) weeks to replace an employee who is on Parenting Leave or Parental Leave, outside the bargaining unit.

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

- (i) the nurse is on any period of paid leave of absence;
- (ii) the nurse is on any period of Employer paid income protection;
- (iii) the nurse is on an educational leave of absence of up to two (2) years;
- (iv) the nurse 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) the nurse is on any period of unpaid leave of absence of less than four (4) weeks, except those referenced in (iv) above;
- (vi) the nurse is laid off for less than twenty-six (26) weeks;
- (vii) the nurse is on Parenting Leave;

- (viii) the nurse is on Compassionate Care Leave, Leave Related to Critical Illness, or Domestic Violence Leave, as provided for in the Employment Standards Code.
- (ix) the nurse is on a full-time union leave in accordance with clause Article 2409 (b).

- 2505** The seniority of a nurse will terminate if:
- (i) the nurse resigns;
 - (ii) the nurse is discharged, and not reinstated under the grievance procedure;
 - (iii) the nurse is laid off for longer than five (5) years;
 - (iv) the nurse fails to report for duty within seven (7) days after notification to do so subject to Article 2406;
 - (v) the nurse fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
 - (vi) the nurse obtains a permanent position outside of the scope of the bargaining unit or obtains a term position outside the bargaining unit which is greater than sixty (60) weeks or a term position which exceeds eighty (80) weeks to replace an employee who is on Parenting Leave or Parental Leave;
 - (vii) the nurse 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.

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 Employment Security

- (a) It will be incumbent upon the Employer to notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of nursing staff.
- (b) If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the notification in (a) above.
- (c) The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.
- (d) The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
- (e) In keeping with the Employer's commitment to ensure that any affected nurse shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, Article 27 shall apply. Should the nurse choose to not exercise seniority rights under Article 27, then layoff in accordance with Article 27 shall apply.
- (f) In the event of (e) above occurring or in the event of the closure of the facility, the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with retention of employment for nurses.

2702 When a reduction in the working force becomes necessary, 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.

2703 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.

2704 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.

2705 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 the nurse 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 them working in excess of their regular EFT commitment. During the period between three (3) to five (5) years, a laid off nurse may indicate availability for additional available shifts but will not receive preferential consideration over part-time nurses.

The available shifts accepted by the nurse on layoff may equal the nurse's regular E.F.T. commitment.

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

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

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

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

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

(d) the nurse shall be paid four point six two percent (4.62%) [five percent (5%) effective September 30, 2021] 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.

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

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

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

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

Any nurse affected will contact the D.O.C. by telephone followed by written notice not later than three (3) days, excluding Saturdays, Sundays and Recognized Holidays, before the date on which they are 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 their employment terminated.

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

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 their 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 their salary previous to the promotion.

2802 The nurse's anniversary date of employment in the new classification to which the nurse 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 the nurse may return to their former position at their request or may be returned to their former position by the Employer. The nurse will be returned to the position at their previous increment level. Any other nurse affected by the above, shall also be returned to their 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. The Employer shall inform the nurse of their right to have a Union representative present. In the event that the Union Representative(s) is/are unavailable to meet at the time set by Management, the Employer agrees to postpone the meeting for a reasonable period to facilitate the Union Representative(s) attendance at the meeting.

2902 If the action referred to in Article 2901 above results in a written warning, suspension, demotion or dismissal of a nurse, the Employer shall notify the nurse in writing and copy the Union, of the action taken and the reasons either by personal service, registered mail, or confirmed electronic email. Confirmation includes indication of receipt of such communication.

2903 Upon written request, a nurse accompanied by a Union representative, if they so elect, shall be given the opportunity to examine any document which is placed in their personnel file, and their reply to any such document shall also be placed in their personnel file. Upon written request, the nurse shall also receive an exact copy of such document. The Employer agrees to remove and destroy any disciplinary documentation, from the 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 they so elect may examine their personnel file upon request. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in their personnel file. 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 their file and upon written request shall receive copies of specified documents, at their cost, so long as the written request is made within sixty (60) days of their termination.

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

ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS

3001 The Employer agrees to 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, or up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Parenting Leave or Parental Leave, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under the Employment Security provisions in Article 2701. 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 their 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 their right to return from such leave earlier than anticipated, having given appropriate notice as per Article 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 their seniority rights to obtain any vacant position for which they are qualified, without interruption of seniority or benefits provided 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 their 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 them.

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

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

3301 In recognition of the fact that during the performance of their duties nurses may have their clothing or other personal property damaged, the 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:

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

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

3402 Part-time nurses will be paid four point six two (4.62%) [five percent (5%) effective September 30, 2021] percent of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) and shall be included in each regular pay.

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:

$$\begin{array}{r} \text{Hours Actually Worked} \\ \hline \text{Full-Time Hours} \end{array} \quad \times \quad \begin{array}{l} \text{Entitlement of a} \\ \text{Full-Time Nurse} \end{array}$$

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

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 3, 2022 shall be retained. Seniority hours calculated after November 3, 2022 shall be in accordance with hours paid at the regular rate of pay including the provisions of Article 2504.

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 the nurse starts to work to the beginning of their shift.

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

3409 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 their last increment, or date of employment as the case may be;

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

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

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

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

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 their last increment, or date of employment as the case may be;

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

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

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

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

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE: CASUAL NURSES

3501 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 all hours paid at regular salary including hours worked on Recognized Holidays in a bi-weekly pay period.

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

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

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

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

3504 Casual nurses 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.

Casual nurses will be paid four point six two (4.62%) [five percent (5% effective September 30, 2021)] 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 Articles 2903, 2904, 2905;
 - the Employer Sponsored Educational allowance in Article 2405(c)
 - Legal and Investigative Proceedings in Article 2410.
 - Placement at the exiting rate if rehired after a period of no longer than six (6) months.

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 their 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 Article 3005 (a), they 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 their commencement of employment.
- (c) The anniversary date of a newly graduated graduate practical nurse who obtains their license within an eighteen (18) month period of commencing employment (or within the time period as amended in the regulations of the LPN Act) shall be the date of their commencement of employment.

3602 **Out of Province Nurses**

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

3603 **Termination**

- (a) In accordance with the Regulated Health Professions Act or the relevant regulations to this Act, failure of the graduate nurse to successfully complete the examination required for registration within a time period prescribed by the CRNM will be deemed to be just cause for termination.

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

ARTICLE 37 -- HEALTH PROGRAM

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

3702 Time off without loss of regular pay shall be allowed at a time determined by the Employer for such medical examinations and laboratory tests, provided that these are performed 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 Effective April 1, 2021	5 Year Rate
12480 hours within the past 7 years Effective April 1, 2022	6 Year Rate
14560 hours within the past 8 years (of continuous service with the Employer)	7 Year Rate 20 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 their starting salary would be if they were employed as a Nurse II.
- (c) The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at the RN/RPN start rate specified in Appendix "A", and after not more than three (3) months from the date of commencement of their employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with them, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.
- (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 Effective April 1, 2021	6 Year Rate
14560 hours within the past 8 years On the nurse's 20 th Anniversary (of continuous service with the Employer)	7 Year Rate 20 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 they will be paid an increment will be delayed for one (1) month for every full month they are on leave of absence except that salary increases will not be delayed because of educational leave of up to two (2) years

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 Article 1302.

3808

Retroactivity

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

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

3809

Should an error be made in a nurse's pay which results in a loss of eight (8) hours or more of regular pay, the Employer agrees to issue a direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than eight (8) hours of regular pay, the correction will be made on the next scheduled pay day.

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:

April 1, 2013 - \$500.00 for full-time nurses
- \$250.00 for part-time nurses

April 1, 2023 - \$700.00 for full-time nurses
- \$350.00 for part-time nurses

For the purpose of the HSA, a nurse is deemed to qualify for the full-time benefit if they have 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.

Nurses 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 within twenty (20) business days of discovery;
- (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.

4002 "Under deduction" shall include, but is not limited to, any statutory deduction, or any other amount for which the nurse has provided their consent to be deducted from their wages, that has not been deducted by the Employer as a result of a good faith error on the part of the Employer.

It is understood that where the Employer is required, or has received consent, to remit a deduction from the wages of a nurse, that the Employer is responsible to ensure those deductions are remitted appropriately and in compliance with the necessary conditions of such remittance. Where the Employer has failed to remit as required and as a result of that failure the nurse has been denied access to a benefit which they would otherwise have received but for the failure to remit, the Union on behalf of the nurse is able to seek, through the grievance process, appropriate redress for any and all incurred losses. All appeal processes under the applicable plan must be exhausted prior to any grievance being initiated through the grievance process. The jurisdiction of an arbitrator appointed pursuant to the grievance process to interpret and apply any applicable benefit plan shall be limited to the application of this provision.

4003 All under deductions are considered to be an accounts receivable and will be deducted from a nurse's wages when discovered by the Employer.

The deduction will be made in a fair and reasonable manner after notification to the nurse and taking into consideration the amount of the account receivable and the purpose of the amount under deducted.

Where an error has been made in good faith, the Employer shall be entitled to recover any under deduction made, for a period of time that does not extend further back than twelve (12) months from date of discovery.

ARTICLE 41 – STAFF DEVELOPMENT

4101 The Employer shall provide during the normal hours of work a planned orientation program for nurses newly employed including such essential information as policies and procedures that apply in the place of employment, location of supplies and equipment, fire and disaster plans. Further, an orientation program shall be provided upon request for nurses returning from an extended leave of absence.

4102 The Employer shall provide, on a continuing basis, and during the normal hours of work, a program of inservice education for nurses pertinent to resident care.

4103 The Employer shall provide in a central location such reference materials as is required in relation to maintaining up to date knowledge of geriatric care.

APPENDIX "A" – SALARIES

Each nurse currently employed on November 3, 2022 shall be entitled to a one-time lump sum payment calculated on the following basis:

\$0.50 per hour for all hours paid at the nurse's regular rate of pay between October 1, 2020 and September 30, 2021,

For the purposes of this calculation, hours paid excludes all overtime worked.

All statutory deductions will apply to this payment. The lump-sum payment is deemed non-pensionable and is not subject to benefit deductions.

April 1, 2017

Monthly salaries include a 1.25 %increase.

Monthly salaries include the addition of 2% Long Service Step

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

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
LPN	55706.280	57528.938	59327.879	61515.073	63520.018	65758.704	68100.434	69462.443
	4642.190	4794.078	4943.990	5126.256	5293.335	5479.892	5675.036	5788.537
	26.782	27.658	28.523	29.575	30.538	31.615	32.741	33.395
RN/RPN	72772.036	75311.860	77859.666	80514.417	83109.754	85792.244		87508.088
	6064.336	6275.988	6488.306	6709.535	6925.813	7149.354		7292.341
	34.987	36.208	37.433	38.709	39.957	41.246		42.071
20 Year Service	74227.477	76818.097	79416.860	82124.705	84771.949	87508.088		
RN/RPN	6185.623	6401.508	6618.072	6843.725	7064.329	7292.341		
	35.686	36.932	38.181	39.483	40.756	42.071		

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

April 1, 2018

Monthly salaries include a 1.25 % ncrease.

Monthly salaries include the addition of 2% Long Service Step

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

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
LPN	56402.608	58248.050	60069.477	62284.012	64314.018	66580.688	68951.690	70330.723
	4700.217	4854.004	5005.790	5190.334	5359.501	5548.391	5745.974	5860.894
	27.117	28.004	28.880	29.944	30.920	32.010	33.150	33.813
RN/RPN	73681.687	76253.258	78832.912	81520.847	84148.626	86864.647		88601.939
	6140.141	6354.438	6569.409	6793.404	7012.386	7238.721		7383.495
	35.424	36.660	37.900	39.193	40.456	41.762		42.597
20 Year Service RN/RPN	75155.320	77778.323	80409.571	83151.264	85831.599	88601.939		
	6262.943	6481.527	6700.798	6929.272	7152.633	7383.495		
	36.132	37.393	38.658	39.977	41.265	42.597		

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

April 1, 2019

Monthly salaries include a 1.4 % increase.

Monthly salaries include the addition of 2% Long Service Step

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

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
LPN	57192.245	59063.522	60910.450	63155.988	65214.414	67512.817	69917.013	71315.353
	4766.020	4921.960	5075.871	5262.999	5434.535	5626.068	5826.418	5942.946
	27.496	28.396	29.284	30.363	31.353	32.458	33.614	34.286
RN/RPN	74713.230	77320.804	79936.573	82662.139	85326.707	88080.752		89842.367
	6226.103	6443.400	6661.381	6888.512	7110.559	7340.063		7486.864
	35.920	37.173	38.431	39.741	41.022	42.347		43.193
20 Year Service RN/RPN	76207.495	78867.220	81535.305	84315.382	87033.241	89842.367		
	6350.625	6572.268	6794.609	7026.282	7252.770	7486.864		
	36.638	37.917	39.200	40.536	41.843	43.193		

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

April 1, 2020

Monthly salaries include a 0.5 % increase.

Monthly salaries include the addition of 2% Long Service Step

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

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
LPN	57478.206	59358.840	61215.002	63471.768	65540.486	67850.381	70266.598	71671.930
	4789.851	4946.570	5101.250	5289.314	5461.707	5654.198	5855.550	5972.661
	27.634	28.538	29.430	30.515	31.510	32.620	33.782	34.458
RN/RPN	75086.796	77707.408	80336.256	83075.450	85753.341	88521.155		90291.578
	6257.233	6475.617	6694.688	6922.954	7146.112	7376.763		7524.298
	36.099	37.359	38.623	39.940	41.228	42.558		43.409
20 Year Service	76588.532	79261.556	81942.981	84736.959	87468.407	90291.578		
RN/RPN	6382.378	6605.130	6828.582	7061.413	7289.034	7524.298		
	36.821	38.107	39.396	40.739	42.052	43.409		

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

April 1, 2021

Monthly salaries include a 1.2 % increase.

Monthly salaries include the addition of 2% Long Service Step

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

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
LPN	58167.945	60071.146	61949.582	64233.429	66326.972	68664.586	71109.797	73243.091	74707.953
	4847.329	5005.929	5162.465	5352.786	5527.248	5722.049	5925.816	6103.591	6225.663
	27.965	28.880	29.783	30.881	31.888	33.012	34.187	35.213	35.917
RN/RPN	75987.838	78639.897	81300.291	84072.355	86782.381	89583.409	91375.077		93202.579
	6332.320	6553.325	6775.024	7006.030	7231.865	7465.284	7614.590		7766.882
	36.533	37.808	39.087	40.419	41.722	43.069	43.930		44.809
20 Year Service RN/RPN	77507.595	80212.695	82926.297	85753.802	88518.028	91375.077	93202.579		
	6458.966	6684.391	6910.525	7146.150	7376.502	7614.590	7766.882		
	37.263	38.564	39.868	41.228	42.557	43.930	44.809		

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

April 1, 2022

Monthly salaries include a 2.0 % increase.

Monthly salaries include the addition of 2% Long Service Step

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

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
LPN	59331.303	61272.569	63188.574	65518.098	67653.512	70037.878	72531.993	74707.953	76202.112
	4944.275	5106.047	5265.715	5459.841	5637.793	5836.490	6044.333	6225.663	6350.176
	28.525	29.458	30.379	31.499	32.526	33.672	34.871	35.917	36.636
RN/RPN	77507.595	80212.695	82926.297	85753.802	88518.028	91375.077	93202.579	95066.631	96967.963
	6458.966	6684.391	6910.525	7146.150	7376.502	7614.590	7766.882	7922.219	8080.664
	37.263	38.564	39.868	41.228	42.557	43.930	44.809	45.705	46.619
20 Year Service RN/RPN	79057.747	81816.949	84584.823	87468.878	90288.389	93202.579	95066.631	96967.963	
	6588.146	6818.079	7048.735	7289.073	7524.032	7766.882	7922.219	8080.664	
	38.009	39.335	40.666	42.052	43.408	44.809	45.705	46.619	

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

April 1, 2023

Monthly salaries include a 2.0 % increase.

Monthly salaries include the addition of 2% Long Service Step

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

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	20 YEAR
LPN	60517.930	62498.020	64452.346	66828.460	69006.582	71438.635	73982.633	76202.112	77726.154
	5043.161	5208.168	5371.029	5569.038	5750.548	5953.220	6165.219	6350.176	6477.180
	29.095	30.047	30.987	32.129	33.176	34.345	35.569	36.636	37.368
RN/RPN	79057.747	81816.949	84584.823	87468.878	90288.389	93202.579	95066.631	96967.963	98907.322
	6588.146	6818.079	7048.735	7289.073	7524.032	7766.882	7922.219	8080.664	8242.277
	38.009	39.335	40.666	42.052	43.408	44.809	45.705	46.619	47.552
20 Year Service	80638.902	83453.288	86276.519	89218.256	92094.157	95066.631	96967.963	98907.322	
RN/RPN	6719.908	6954.441	7189.710	7434.855	7674.513	7922.219	8080.664	8242.277	
	38.769	40.122	41.479	42.893	44.276	45.705	46.619	47.552	

Eligibility for the 20 Year increment is determined in accordance with Article 2105.

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:

Blair Bonnell (LR Manager, Endicare)

FOR THE UNION:

Liana Barrett

M. Chavira

Alvin Smith

J. Deenhardt

Signed the 18th day of November, 2022.

**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 November 3, 2022.

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: 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 their 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.

7. 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 dependent on the unique circumstances and demographics of each workplace. Mentoring may represent an opportunity for late career nurses who are interested in imparting their experience and knowledge.

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

Prior to the commencement of a mentorship relationship, the 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.

8. 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 their 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 their 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 Article 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.

9. 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.

10. 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.

11. Re: Independent Assessment Committee (IAC)

Chairpersons as per 1104(a)(i):

Jan Currie
Donna McKenzie

Carole Ohryn
Kim Fraser

Sandi Mowat
Laurie Walrus

**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: Provisions for Part-time Nurses Occupying More Than One Position Within the Facility
7. Re: Mentorship
8. Re: Increase of EFT
9. Re: Transfer – Job Selection
10. Re: Article 2407
11. Re: Independent Assessment Committee (IAC)

FOR THE EMPLOYER:

Blair Bonnell (LR Manager, Extended Care)

[Signature]

[Signature]

FOR THE UNION:

Heena Savett

[Signature]

[Signature]

[Signature]

Signed the 18th day of November, 2022.

kp.cope/342