

**COLLECTIVE
AGREEMENT**

BETWEEN

SALEM HOME INC.

AND

THE MANITOBA NURSES UNION

April 1, 2022 to March 31, 2026

THIS AGREEMENT MADE BETWEEN:

SALEM HOME INC.
(hereinafter referred to as the "Employer")

– and –

MANITOBA NURSES UNION
(hereinafter referred to as the "Union")

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 Facility; and recognizing that some Employers are Faith based; and to maintain harmonious relationships between the Employer and the members of the Union; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

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

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 Employers will comply with their responsibilities in accordance with Section 2(2) of The Workplace Safety and 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 the Manitoba Labour Board Certificate MLB-7407.

ARTICLE 2 -- DURATION

201 This Collective Agreement shall be in full force and effect from the 1st day of April, 2022 up to and including the 31st day of March, 2026.

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

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

ARTICLE 3 -- DEFINITIONS

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

302 Employment status of nurses shall be defined as:

- (a) A "full-time nurse" is one who works the full prescribed hours of work specified in Article 14 and 2015 hours per year.
- (b) A "part-time nurse" is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14 but not less than seven and three-quarter (7.75) hours per bi-weekly period when averaged over a four (4) week period.
- (c) A "casual nurse" is one called in occasionally by the Employer to replace a full-time or part-time nurse or to supplement regular staff coverage in situations of unforeseen staff shortage.

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

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

305 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.

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

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

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

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

310 Definition of Continuous Service/Length of Employment

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

ARTICLE 4 -- MANAGEMENT RIGHTS

401 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of 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.

ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

501 All 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 nurses who are not union members shall not be required to become members as a condition of employment. All new nurses hired 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, 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 fifteenth (15th) day of the following month together with a list of the names of nurses from the facility for whom deductions have been made and a list of the names of all nurses newly hired/terminated and all nurses on leave of absence for a period of four (4) weeks or longer. Electronic copies of the lists from the facility will be provided with specifications as indicated below.

Annually, by January 31st a list including the name, address and telephone number of each nurse currently in the bargaining unit shall be sent to the Union. Upon written consent from a nurse, the Employer will also include the nurse's email address. The Local will be responsible to obtain written consent. This information may only be used by the Union for the purpose of communicating with its members.

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

The Employer agrees to provide each newly hired nurse with a Union Membership Form, or provide an electronic Union Membership Form, or link to an electronic Union Membership Form as requested/determined by the Union 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.

The Union commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information.

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

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

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

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

506 The Union shall provide the Employer with a list of officers and nurse representatives of the Union, and shall provide the Employer with a revised list within four (4) weeks of any changes made. The Employer also agrees to notify the Union when there are changes to relevant management positions.

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

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

509 Copies of this Agreement shall be provided by the Union, and the Employer will supply a copy to each nurse at the time of hiring.

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

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

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

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

ARTICLE 6 -- CONTINUANCE OF OPERATIONS

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

ARTICLE 7 -- NON DISCRIMINATION

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

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

ARTICLE 7A -- HEALTH AND SAFETY

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

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

7A03 The Workplace Safety and Health Committee shall 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 and will review security/response plans and all other applicable policies and regulations.

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

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

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

There shall be a policy supporting a Respectful Workplace and zero tolerance of staff abuse which shall be reviewed annually by the Workplace Health 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

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

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.

NEW ARTICLE 7B -- REPRESENTATIVE WORKFORCE

7B01 Health services across Manitoba are provided in facilities located on the original lands of First Nations and Inuit peoples, and on the homeland of the Métis Nation. Manitoba's health authorities respect that First Nations treaties were made on these territories and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.

7B02 The Union and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis, and Inuit ("Indigenous") peoples who are significantly underrepresented in the health workforce. Additional actions are needed to promote and facilitate employment of Indigenous persons in health care occupations at all levels. The parties shall work collaboratively to:

- (a) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, equity, open communication, and understanding;
 - Focus on recruiting, training, and career development of Indigenous staff;
 - Identify workplace barriers that may be discouraging or preventing Indigenous staff from entering and remaining in the workforce;
 - Foster reconciliation in race and cultural relations;

- Promote the elimination of anti-Indigenous racism in the healthcare system.
- (b) Promote and publicize initiatives undertaken to encourage, facilitate, and support the development of a representative workforce.

7B03 The Employer will implement educational opportunities for all employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation sessions for new employees to promote cultural awareness with emphasis on Indigenous peoples. Anti-racism education will be offered. The Union will encourage participation in such efforts amongst its members.

7B04 Truth and Reconciliation

The parties agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada, June 2015 that are relevant to health and healthcare, including improving cultural competencies, improving health outcomes, supporting culturally appropriate healthcare services, and increasing the number of Indigenous employees in the health care system.

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 NURSING UNIT

901 Should the Employer find it necessary in the interest of resident care, reduction of costs, or increased efficiency, to 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 affecting reasonable provisions to protect the interests of the nurse(s) so affected.

ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS

1001 Emergency

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

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

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

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

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

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

1002 Drills

- (a) Facility disaster, emergency or fire plans brought into effect by drill shall override the provisions of this Agreement provided always that where overtime is worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.
- (b) The importance of regular disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is encouraged.
- (c) Fire drills and equipment testing shall be held in accordance with the Manitoba Fire Code, and a review of written disaster plan exercises will be conducted at least once annually. The 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 facility emergency, disaster, and fire plans during orientation to the facility. An inservice session related to evacuation procedures will be conducted at least once annually.

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

ARTICLE 11 -- JOINT COMMITTEES

1101 Release Time

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

1102 **Union Management Committee**

- (a) The Employer and the Union agree to establish and maintain a Union Management Committee, consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include the Administrator and/or Director of Resident Care and/or manager of their choosing. Union representatives shall include the President and/or Vice-President of the Local. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The committee shall meet at the request of either party subject to five (5) days notice being given, but not less than bi-monthly unless otherwise mutually agreed. Other persons may be invited to participate as mutually agreed.

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

1103 **Nursing Advisory Committee****(1) Purpose of the Committee**

- (a) At the request of either the Union or the Employer's senior nursing management, a Nursing Advisory Committee (NAC) 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 parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective resident care and contributes to a healthy work environment.
- (c) It is further agreed it is in the best interests of the Employer and the nurses to work together to resolve the issues relative to staffing and scheduling, prolonged periods of work (consecutive hours and consecutive shifts), standby assignments, agency nurse utilization and the use of part time additional shifts and casual shifts as it relates to the creation of permanent positions.

(d) It is further agreed that to facilitate the effective functioning of the NAC, the NAC as a committee may request and obtain data related to use of additional and/or casual shifts, overtime hours, and vacancies, as well as Agency Nurse utilization with a view to making recommendations relative to the creation of positions and service delivery strategies to ensure the highest quality of resident care and compliance with professional nursing standards.

(i) As part of the data related to Agency Nurse Utilization, a standing NAC agenda item will be maintained to discuss the Agency Report that is provided to MNU Central on a quarterly basis in accordance with MOU #4.

(e) Any information shared with NAC cannot be used or shared by NAC members for any purpose other than that set out in this Article.

(2) Committee Representation and Meeting Processes

(a) The NAC 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.

(b) The NAC 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.

(c) The chair and the secretary of the NAC shall alternate between the parties. The secretary shall be the opposite party to the chair.

(d) 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.

(e) Minutes of the NAC meetings shall be circulated to members of the committee and shall be approved at the next NAC meeting.

(f) A regular report outlining the activities and deliberations of the NAC including the number, type and disposition of issues dealt with by the NAC shall be forwarded to the facility's CEO.

(3) Nursing Advisory Committee Procedures

- (a) A nurse(s) with a concern as referenced in 1 (a) (i) above shall discuss the matter at the unit level utilizing established lines of communication including the designated out of scope manager 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 Workload Staffing Report. The Manager shall provide a written response as soon as is reasonably possible and no later than fourteen (14) days after the form has been submitted to management. The response will outline the action(s) taken and any further actions to be implemented. The Workload Staffing Report will then be reviewed at the next scheduled Nursing Advisory Committee meeting.
- (b) Those issues referenced in 1 (a) (ii) above may be placed on the agenda at any time by any NAC member.
- (c) If the decision of the NAC regarding an issue referenced in 1 (a) (i) or 1 (a) (ii) above is unacceptable to the nurse(s) who submitted the issues, or if the NAC is unable to resolve the issues in 1 (a) (i) or 1 (a) (ii), the matter shall be referred in writing to the Policy and Planning Committee. Upon the request of either party, a meeting will be scheduled as soon as reasonably possible, but no later than fourteen (14) days.
- (d) The response of the Policy and Planning Committee shall be provided in writing to the nurse(s) and the NAC within twenty-one (21) calendar days of the referral unless otherwise mutually agreed.

ARTICLE 12 -- GRIEVANCE PROCEDURE

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

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

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

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

1205 Discussion Stage:

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

1206 Step One:

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

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

The Employer agrees to notify the Union in writing when there are changes in personnel in these positions.

1207 Step Two:

If the grievance remains unresolved, the Union may, within a further ten (10) days, submit the grievance in writing to the Chief Executive Officer (CEO) or designate, who shall reply in writing within ten (10) days of receipt of the written grievance.

The Employer agrees to notify the Union in writing when there are changes in personnel in these positions.

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 mutual agreement between the Employer and the aggrieved nurse and/or Union, and shall be confirmed in writing. The parties agree that "in writing" includes electronic communications such as email. Confirmation includes indication of receipt of such communication.

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

ARTICLE 13 -- ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 -- HOURS OF WORK

1401 Regular daily, biweekly, and annual hours of work for full-time nurses, excluding meal periods, shall consist of seven and three-quarter (7.75) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the rotation period and two thousand and fifteen (2015) hours per year.

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

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

1404 A shift shall be seven and three-quarter (7.75) consecutive hours of work exclusive of meal times and inclusive of two (2) fifteen (15) minute rest periods. This clause shall not, however, prevent trial and implementation of changes in shift length if mutually agreed between a majority of nurses whose schedule is affected, the Union representing those nurses whose schedule is affected, and the Employer. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

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

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

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

ARTICLE 15 -- SHIFT SCHEDULES

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

1502 Requests for interchanges in posted shifts or a portion thereof shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant. Where reasonably possible, interchanges in posted shifts are to be completed within the posted shift schedule.

Nurses may also make requests for longer term interchanges in shifts on their master rotation for a period of up to three (3) months. Such longer term interchange will immediately end in the event of a change in either nurse's rotation or unavailability to work the interchanged shifts for any reason.

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. Requests for interchanges are subject to approval by the manager and shall be granted if reasonably possible, including considering the length of notice provided by the nurse and shall receive a prompt reply.

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

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

The process for meaningful consultation shall include:

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

Master Rotations shall, unless otherwise mutually agreed between the nurse(s) concerned and the Employer, observe the conditions listed hereinafter:

- (a) a minimum of fifteen hours (15) off between assigned shifts.
- (b)
 - (i) a minimum of forty-seven (47) hours off at one time, or
 - (ii) where only "8" hour shifts are worked, a single weekday off may be permitted on a changeover from Day shift to Evening shift or in a staffing pattern that provides alternate weekends off. This is subject to meaningful consultation between the nurses affected and the Union.
- (c) a minimum of eight (8) days off within each period of four (4) consecutive weeks.
- (d) alternate weekends off shall be granted as often as reasonably possible, with each nurse receiving a minimum of every third weekend off.

- (e) a maximum of seven (7) consecutive days of work and preferably less between days off. It is understood that eight (8) consecutive days of work may be assigned for the purpose of meeting the requirements of Articles 2204 and 2209 inclusive herein.
- (f) nurses who are required to rotate shifts being assigned to work either Day shift and Evening shift, or Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern, whenever reasonably possible. This provision is not applicable to a nurse who agrees to work permanently on Evenings or Nights, or a nurse who accepts a position which has been posted as a permanent Night or Evening position.
- (g) 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 resident 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.
- (h) No nurse shall work more than a total of sixteen (16) consecutive hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period, unless otherwise mutually agreed between the nurse and Employer.

1505 Group Self-Scheduling

- A. The following conditions and understandings apply to Group Self-Scheduling:
1. The procedure to be followed for Group Self-Scheduling shall be as follows:
 - (a) A meeting of all nurses on the unit who wish to participate in Group Self-Scheduling and the Employer (as designated) will be held to discuss tentative unit specific Group Self-Scheduling guidelines, the Master Rotation, the Group Self Schedule and proposed date of commencement of the initial test period. A letter will be forwarded to the Local President to inform them of the proposed changes.
 - (b) The length of the initial trial period for Group Self-Scheduling shall be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.
 - (c) Six (6) weeks prior to the completion of the initial trial period, a meeting of all participating nurses on the unit and the Employer will be held to evaluate Group Self-Scheduling.
 2. Upon mutual agreement between the Employer and the Union the Group Self Schedule shall continue for a minimum duration of an additional six months. The Employer shall not unreasonably withhold its agreement. In the event the parties are not able to agree the Collective Agreement provision on Hours of Work, Article 14 shall apply.

The Group Self-Schedule may be cancelled at the end of any six month period by either the Employer or the Union by giving written notice of at least six (6) weeks to the other party of its desire to terminate the agreement. The notice shall coincide with the effective date of the implementation of the existing/new master rotation for the unit. This date must commence with the beginning of a new pay period.
 3. Group Self-Scheduling shall not result in any additional costs to the Employer
 4. All full-time and part-time nurses on a unit may participate in Group Self-Scheduling.
 5. Terms and conditions of the Collective Agreement, Appendices and Supplementary Memorandums of Understanding shall remain in full force and effect.

6. Unit specific guidelines for Group Self-Scheduling shall be established/revised for each unit in consultation with, and agreement by, the Union. All self-scheduling groups shall follow the attached general guidelines and are subject to approval by both the Union and the Employer. The provisions of the Collective Agreement including hours of work, shift schedules and overtime shall be adhered to.
7. The Master Rotation must be in place for each unit in accordance with the provisions of Article 1504 of the MNU Collective Agreement. It is understood that any nurse(s) who requests to be scheduled in accordance with their line on the Master Rotation shall be permitted to do so. All nurses hired into a position(s) on the unit shall be provided with the option of following the Master Rotation or Group Self-Schedule, however, the nurse(s) shall complete the Group Self-Schedule for the remainder of the posted shift schedule.
8. A nurse who is participating in Group Self-Scheduling has the option of reverting to being assigned their shift schedule in accordance with their line on the Master Rotation and a nurse who has a Master Rotation has the option of participating in a self-scheduling group. The nurse must advise their out-of-scope manager/designate in writing of this request two (2) weeks prior to the next round of shift selection. This scheduling preference, Master Rotation or Group Self-Scheduling, must be worked for a minimum of six (6) months before making another change.
9. It is understood that this Article shall apply to any nurse or group of nurses whether or not they have a master rotation.

B. GROUP SELF-SCHEDULING GUIDELINES

The key to success is co-operation. We must also remember to be fair, responsible and keep an open mind. The Group Self-Scheduling process will benefit each one of us by allowing more freedom of choice. At the same time we must keep in mind that first and foremost the unit must be staffed properly.

General Information

1. The unit specific Group Self-Scheduling guidelines must follow the provisions of the Collective Agreement.
2. Group Self-Scheduling is a process whereby a group of two (2) or more nurses on the same unit agree to work together and take responsibility for coordinating and selecting their scheduled shifts within the combined master rotation schedules of the group over the scheduling period. Each nurse must meet their current EFT requirement and the additional requirements contained herein.

3. The out-of-scope Manager/designate has the responsibility of overseeing the process and has final authority in resolving issues. However such authority is to be exercised reasonably and in accordance with the principles described herein.
4. To form a self-scheduling group, nurses must be of equal competency and skill sets. Where necessary, consideration must also be given to ensuring that there are nurses who are able to take charge/special skill assignments (e.g. triage, LDRP, OR, clinic etc.) based on the Employer Master Rotation requirements.
5. Group Self-Scheduling meetings shall be held at least once a year so that there is a forum for all participating nurses to voice concerns or make suggestions for change. Attendance is voluntary and all nurses on the unit shall be invited.
6. The guidelines below are generic and are used on all units that practice Group Self-Scheduling.

C. GUIDELINES

1. The Employer established Master Rotation will be used as the basis for each nurse within the Group Self-Scheduling unit.
2. Nurses within the self-scheduling group are not allowed to schedule themselves in a way that would incur any overtime costs, unless pre-approved by their out of scope Manager/ designate.
3. Each nurse must work a minimum of one (1) shift within each pay period
4. Shifts can be interchanged once selections are completed, however all nurses may be recommended to work a minimum of four (4) week day shifts in a six (6) week period in order to maintain adequate experience and for evaluation purposes.
5. The self-scheduling group must comply with the provisions of the Collective Agreement and meet the deadlines of these guidelines and the current posting practices.
6. EFT requirements will be averaged over the six (6), three (3) or two (2) consecutive bi-weekly periods in the shift schedule pattern as applicable, or where it exists.

7. The out of scope Manager/designate will receive the proposed schedule of the self-scheduling group no later than two (2) weeks prior to the required posting date for the schedule period. The out of scope Manager/designate must approve the proposed schedule prior to it being posted as part of the unit posted schedule. Such approval is not to be unreasonably denied. If approval is denied, the Employer will notify the Union in writing as soon as practicable, such notification to include the reasons for denial.
8. Vacation scheduling will be done in accordance with Article 21.
9. All changes to the self-scheduling group schedule must be confirmed with the out of scope Manager/designate in accordance with Article 1502.

ARTICLE 16 -- OVERTIME

1601 Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern in effect on each nursing unit for full-time nurses or the normal full-time hours in two (2) consecutive bi-weekly periods for part-time nurses. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1602.

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

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

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

1604 At the nurse's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the nurse's request, any banked overtime, or portion thereof, shall be paid out on a separate cheque without a surcharge on the dates designated by the Employer. At the nurse's request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. Overtime may be accumulated to a maximum of seventy-seven and one-half (77.50) hours at any one time. Any overtime in excess of seventy-seven and one-half (77.50) 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.

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

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

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

1607 Overtime shall be distributed by seniority, within the posted shift schedule, amongst those nurses qualified for the work in accordance with Article 1601.

Notwithstanding this, if two nurses from the same unit are willing to work the required overtime, the overtime will be granted to the nurse with the greatest seniority.

No nurse shall be required to work overtime against their wishes when other qualified nurses within the facility are able and willing to perform the required work. The Employer may maintain a sign-up sheet (or in electronic format) for nurses to indicate advanced availability for work in such case.

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

1609 A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular shift shall receive a meal allowance on their following payroll deposit consistent with the amount set by Southern Health-Sante Sud.

1610 A nurse who is required to remain on the nursing unit during a meal period or who is required to return to their unit during a meal period, and the missed portion of the meal period is not rescheduled during their shift, shall receive pay at overtime rates for the missed meal period or portion thereof.

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

- (a) An evening shift premium of two dollars (\$2.00) 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 three dollars and fifty cents (\$3.50) per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

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

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

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

1704 A weekend premium of two (\$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.

1705 Effective July 11, 2023 shift premium shall not be payable when a nurse is on standby, leave of absence, sick time, Recognized Holiday, paid vacation and Workers' Compensation unless the nurse works a permanent evening or night shift.

ARTICLE 18 -- STANDBY

In the event that the Employer finds it necessary for nurses to be placed on standby, conditions and terms applicable to nurses on standby duty shall be contained in a supplementary agreement negotiated on a local basis between the Employer and the Union.

ARTICLE 19 -- RESPONSIBILITY PAY

1901 A nurse assigned to perform all or substantially all the responsibilities of a more senior classification for at least two (2) consecutive hours or for the entirety of their shift, or a nurse designated as being "in charge" shall be compensated by an allowance of one dollar (\$1.00) for each hour worked.

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

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

1902 Assignment of "charge" responsibility shall be equitably distributed by seniority within each classification amongst those nurses available and qualified for the assignment and shall be offered first to RNs and then to LPNs.

ARTICLE 20 -- TRANSPORTATION ALLOWANCE

2001 Where a nurse is required and authorized to use their privately owned vehicle on the Employer's business:

- (a) the nurse shall be reimbursed by the Employer for all travel from the facility and between work locations in accordance with the prevailing Province of Manitoba mileage rates.

It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.

- (b) The nurse shall be reimbursed for parking expenses incurred away from the facility during the course of the authorized business.

ARTICLE 21 -- VACATIONS

2101 Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from April 1st to March 31st. The dates used to calculate vacation earned shall be from the end of the last full pay period of March in one vacation accrual year to the end of the last full pay period of the following March. Vacation earned in any vacation year is taken in the following vacation year.

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

2103

(a) Except as provided in subsection (b) hereinafter, nurses shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first three (3) years	Fifteen (15) days/three (3) weeks [116.25 hours] per year
In the fourth (4th) to tenth (10th) year inclusive	Twenty (20) days/four (4) weeks [155 hours] per year
In the eleventh (11th) to twentieth (20th) year inclusive	Twenty-five (25) days/five (5) weeks [193.75 hours] per year
In the twenty-first (21st) and subsequent years	Thirty (30) days/six (6) weeks [232.50 hours] per year

(b) Vacation entitlement for the vacation year following completion of the 3rd, 10th and 20th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

(c) Vacations are to be taken in blocks of no less than one (1) week in duration.

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

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

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

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

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

2108 The Employer shall be responsible for posting the vacation entitlement lists, along with a list of the number of nurses in each occupational classification per unit that may be scheduled for vacation at one time, in an accessible location, by February 1st of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at March 31st of that year.

Beginning February 15th 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. 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.

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.

To the extent that it finds possible, the Employer shall give priority to those nurses in each occupational classification within each nursing unit having the most seniority within the facility.

The approved vacation schedule will be posted no later than April 1st. Approved vacation schedules within each nursing unit shall not be changed unless mutually agreed upon by the nurse and the Employer.

A nurse who transfers to another unit after their vacation request has been approved, shall have their vacation scheduled by the Manager of the new unit in consultation with the nurse within the time periods remaining during that vacation year.

Notwithstanding the above, as much as reasonably possible, the approved vacation of deleted and bumped nurses shall continue to be approved regardless of the unit they are displaced to. This shall not impact previously approved vacation of nurses in the new unit. If the displaced nurse prefers to reschedule the vacation at a time that is mutually agreeable to both the Employer and the nurse, that shall occur.

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 or scheduled by January 15th, 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 purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1st), Louis Riel Day (la journée Louis Riel), Good Friday, Easter Monday, Victoria Day, Canada Day (July 1st), Terry Fox Day (la journée Terry Fox), Labour Day, National Day for Truth and Reconciliation (September 30th), Thanksgiving Day, Remembrance Day (November 11th), Christmas Day (December 25th), and Boxing Day (December 26th); and any other statutory holidays declared by federal or provincial authority.

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

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

2205 The Employer agrees to assign time off as equitably as possible over Christmas and New Year's, endeavoring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

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 nurse may accumulate up to four (4) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as is requested and granted in accordance with Article 1501. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned.

2207 For the purpose of this Article, a day is equivalent to seven and three-quarter (7.75) hours.

ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION

2301 A nurse having accumulated 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 because of an incapacitation 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 2303], 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 the nurse's place of duty; or
- (iii) The nurse attends an appointment related to a medical/dental examination and/or treatment, subject to Article 3704.

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

NOTE: For each one and one-quarter (1.25) days of income protection accumulated, one day* (80%) shall be reserved exclusively for the nurse's personal use as outlined in Article 2301. The remaining one-quarter (.25) of a day* (20%) shall be reserved for either the nurse's personal use as outlined in Article 2301, or for use in the event of family illness as specified in Article 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

2303

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

Where a nurse is unable to work because of injuries sustained in a motor vehicle accident they must advise their supervisor as soon as possible and they must submit a claim for benefits to the Manitoba Public Insurance (MPI). The nurse shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.
 - (iii) Where a nurse has applied for WCB or MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:
 - (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article 3802 (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - (v) The advance(s) will cover the period of time from the date of injury until the date the final WCB/MPI decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the nurse's accumulated income protection credits.

- (vi) The nurse shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB/MPI directly to the nurse.
 - (vii) In the event that the WCB/MPI disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - (viii) Upon request, the Employer will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (b) (i) A nurse who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB/MPI payments. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as defined in Article 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
- The Employer's supplement shall be charged to the nurse's accumulated income protection credits and such supplement shall be paid until the nurse's accumulated income protection credits are exhausted, or until 119 calendar days have elapsed since the first day of supplement, whichever is less.
- (ii) Subject to the provisions of each plan, the nurse may request the Employer to reimburse the nurse 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.
- (v) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.
- (c) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the provisions of Article 7A06 shall apply.
- (d) 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).

2304 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 cheque.

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

Prior to Day shift	–	One (1) hour
Prior to Evening shift	–	Three (3) hours
Prior to Night shift	–	Three (3) hours

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

2306 The Employer, either at the time of notification by the nurse of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's ability to perform their regular duties.

Failure to provide such a certificate when requested will disqualify a nurse from receiving paid income protection and may result in a refusal of permission for the nurse to resume their duties.

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

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

2309 As soon as a nurse is aware of a date upon which surgery will occur, they shall notify the 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 forty-eight (48) hours notice of cancellation.

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

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

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

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

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

ARTICLE 24 -- LEAVE OF ABSENCE

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

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

Where a nurse has been granted a leave of absence from their entire EFT, the nurse shall be eligible to work additional available shifts. However, the nurse shall not have preference over part-time nurses who offer to work these shifts. When the nurse is awarded additional available shifts, they are compensated in accordance with Article 2704 (a) – (f).

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

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

2403 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 within the facility and at the same step on their salary scale on their return, but the nurse 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 within the facility 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.

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

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

2406 Professional Leave: 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.

2407 Education Leave:

(a) 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.

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

(c) Employer Sponsored Educational Development:

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

2408 Parenting Leave

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

A 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 no 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 not less than one (1) month before the intended date of the leave.
 - (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.
 - (c) provide the Employer with proof that they have applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the nurse has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
 - (d) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of the nurse's health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

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

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

- 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) (c).
 - (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) (c).
 - (c) the Employer may, notwithstanding the above, vary the length of Maternity Leave upon proper certification by the attending physician.

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

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

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

C. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of 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) days' 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 (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
- 4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

5. Three (3) days of paid leave of absence (23.25 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.

2409Union Leave:

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

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

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 they are a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the Employer any jury or witness fees received, only for those days they were normally scheduled to work. The nurse shall not request reimbursement for, or be required to remit any reimbursement of expenses for such duty.

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

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

2411 Bereavement Leave:

- (i) (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, fiancé, same-sex partner, child, stepchild, parent, step-parent, sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former legal guardian and any other relative who had recently 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) Provided the nurse has not received bereavement leave in accordance with (a) above, necessary time off up to one (1) day at basic pay will be granted to a nurse to attend an interment, funeral or initial memorial service as a pallbearer.

Provided the nurse has not received bereavement leave in accordance with (a) above, necessary time off up to one (1) day at basic pay may be granted a nurse to attend either an interment, 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 Article, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse.

2412 Leave re Public Office: A nurse will be granted unpaid leave of absence to enable them, if nominated, to campaign for public office and, if elected, to serve their term(s) of office.

- 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:

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

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

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

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

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

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

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

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

2414 Citizenship Leave: Nurses shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen. The nurse shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

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

2416 Compassionate Care Leave:

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

- (a) A nurse must have completed at least 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 2302, a nurse may apply to utilize income protection to cover part or all of the Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

2417 Secondment to Educational Institutions

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

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

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

NOTE: Memo #15 Re: Transfer – Job Selection shall be in effect for the duration of this Collective Agreement.

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 with the same Employer.

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 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.

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

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 more than five (5) years;
- (iv) the nurse fails to report for duty within seven (7) days after notification to do so, subject to Article 2707;
- (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 the bargaining unit; or a term position which is greater than sixty (60) weeks, or up to a maximum of eighty (80) weeks to replace an employee who is on Parenting Leave or Parental Leave.

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

ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT

2601 Employment may be terminated voluntarily by a nurse or by the Employer subject to four (4) weeks' written notice, exclusive of any vacation due.

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

- (a) by mutual agreement between the nurse and the Employer for special circumstances, or
- (b) during the probationary period of a newly hired nurse subject to Article 31 herein, or
- (c) in the event a nurse is dismissed for sufficient cause to justify lesser or no notice.

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

2604 Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of their employment receive pay in lieu of unused vacation, and all salary earned to date of termination on the pay date applicable to the pay period in which the termination date occurred.

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 a facility and in conjunction with (g) below, the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with retention of employment for nurses.
- (g) The Employer will also cooperate with other Employers, the Provincial Health Labour Relations Services, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

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

2703 Notice of intention of layoff or equivalent pay thereof shall be given to the nurse(s) concerned in writing and a copy of the notice forwarded to the Union. The parties agree that "in writing" includes electronic communications such as email
Notice shall be as follows:

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

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

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

Notwithstanding Article 3402, 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 the nurse 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.

Notwithstanding Article 1405, during the period between three (3) to five (5) years where a nurse does not work all or part of said additional available shift(s), for any reason, payment shall be made only in respect of hours actually worked; this is not applicable to the base EFT of a term position occupied by a laid off nurse.

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
-----	X	of Full-time
Full-time hours		Nurse

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

(d) the nurse shall be paid five percent (5.0%) 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 nurses will be hired when other nurses are on layoff from that facility, except for reasons of a special skill requirement.

2706 All nursing job vacancies, permanent and term, shall be posted in accordance with the terms of this Agreement. Nurses on layoff shall be entitled to apply for these vacancies.

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

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

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

2708 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise their seniority rights, subject to the nurse's ability, performance and qualifications, to displace a nurse in a position of equal or lower classification. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.

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

2710 Accumulated vacation entitlement shall be paid out at time of layoff except where, prior to the date of layoff, a nurse has been awarded a term or permanent position which commences within four (4) weeks of date of layoff.

2711 Nurses who are absent from work due to a leave of absence for any reason shall be advised of layoff or deletion of their position in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

ARTICLE 28 -- BLANK

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

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

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

2903 A nurse shall be given the opportunity to examine any document which is placed in their personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and their reply to any such document shall also be placed in their personnel file. Upon written request the nurse shall also receive an exact copy of such document.

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 so long as the written request is made within sixty (60) days of the nurse's termination.

2905 There are two (2) files maintained by the Employer for each nurse – personnel and payroll.

ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS

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

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

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

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

3004 The name of the successful applicant and the position awarded will be posted on the bulletin board or per electronic format accessible to all nurses for a period of seven (7) calendar days with a copy of this information forwarded to the Local President.

Any nurse who was interviewed but was not the successful applicant shall be entitled to consult with the hiring Manager. Such consultation will take place within two (2) weeks of the request. The purpose of the consultation shall be to provide the nurse with constructive feedback regarding their application.

An unsuccessful applicant may inquire of the hiring Manager or the Director of Resident Care or designate to why they were not selected for an interview.

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

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

3006 "Term Position":

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

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

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

In case a nurse on Maternity or Parental Leave wants to exercise their right to return from such leave earlier than anticipated, having given appropriate notice as per Article 2408 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.

When the Employer chooses to fill the vacancy which resulted in an indefinite term, they are required to post the position as an indefinite term at least twice. If no suitable applications are received following the second posting, the Employer may post the vacancy as a permanent position.

On expiry of the term position the nurse:

- (a) newly hired from outside the Employer, or a casual nurse from within the Employer, shall be entitled to exercise their seniority rights to obtain any vacant position for which the nurse is qualified, without interruption of seniority or benefits if the position commences within six (6) weeks of the expiry of the term position. During this six (6) week period if a nurse secures casual employment, they may work available casual shifts. If no position is available, the replacement nurse may be laid off by the Employer.
- (b) who was employed by the Employer immediately prior to accepting the term position shall return to their former position if reasonably possible. A nurse not returned to their former position shall be returned to their former occupational classification and employment status within the facility.
- (c) In accordance with the provisions of Article 21, if a nurse's term position ends prior to the start of the vacation year, the nurse shall schedule the next year's vacation on the unit they are returning/going to.

ARTICLE 31 -- PROBATIONARY PERIOD

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

ARTICLE 32 -- PERFORMANCE APPRAISALS

3201 The Employer shall complete a written appraisal of a nurse's performance at least bi-annually. Upon request, the nurse shall be given an exact copy of the appraisal.

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

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

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

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

3301 In recognition of the fact that 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 UNDERSTANDINGS RE PART-TIME NURSES

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

3402 Part-time nurses who make known to the Employer that they wish to work occasional additional available shifts shall be given preference for such shifts unless the part-time nurse has been scheduled to work in that day. Such additional hours will be by seniority as follows:

- a) First among those employees meeting the provisions above, and who have requested additional shifts, if mutually agreed between the Employer and the Union within the unit; and
- b) Second, among those nurses within the remainder of department.

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

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

3405

(a) Vacation pay shall be calculated as follows:

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

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

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

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

3407 Part-time nurses will be paid five percent (5%) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

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

3409 Seniority accumulated by a part-time nurse up to July 11, 2023 shall be retained. Seniority hours calculated after July 11, 2023 shall be in accordance with hours paid at the regular rate of pay.

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

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

(b) on completion of 2015 hours calculated under the formula:

$$B = 2015 - (A \times 3/2)$$

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

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

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

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

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

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

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

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

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES

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

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

A casual nurse shall receive increments on the basis of one (1) increment for each 2015 regular hours worked. Such increment shall be applied on the first day of the first pay period following completion of 2015 hours.

When a nurse elects to terminate their full-time or part-time position and makes application to be hired as a casual nurse, 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.

3503 Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 16;
- shift premium and weekend premium outlined in Article 17;
- Responsibility Pay premium outlined in Article 19;
- transportation allowance outlined in Article 20;
- the rights outlined in Articles 2905, 2906, 2907;
- the Employer Sponsored Educational Development allowance in Article 2407(a) (b) (c)
- the Legal and Investigative Proceedings in Article 2410.
- continuation of placement at the twenty (20) year rate if rehired after a period of no longer than six (6) months. For clarity a period of pre-retirement leave does not count towards the six (6) month qualification time limit.

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

If there is a change in Manitoba legislation that extends Recognized Holidays to all employees, the parties agree that casual nurses as defined in Article 302 (c) shall receive this benefit.

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

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

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

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

3508 Previous nursing experience of casuals will be considered in terms of applicability to the position applied for and, provided that equivalent qualifications are met, preference shall be given to the casual nurses over applicants from outside the facility.

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

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

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

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

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

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

3602 **Out of Province Nurses**

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

3603 **Termination**

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

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

ARTICLE 37 -- HEALTH PROGRAM

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

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

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

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

ARTICLE 38 -- SALARIES AND INCREMENTS

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

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

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

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 4 years	1 Year Rate
4030 hours within past 5 years	2 Year Rate
6045 hours within past 6 years	3 Year Rate
8060 hours within past 6 years	4 Year Rate
10075 hours within past 7 years	5 Year Rate

(Effective April 1, 2021)	
12090 hours within past 8 years	6 Year Rate
(Effective April 1, 2022)	
14105 hours within past 9 years	7 Year Rate

- (b) The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at the Nurse II 1 Year rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of their employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with the nurse, 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.

3804 **Applicable to Licensed Practical Nurses:**

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

Placement of an LPN on scale:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 4 years	1 Year Rate
4030 hours within past 5 years	2 Year Rate
6045 hours within past 6 years	3 Year Rate
8060 hours within past 6 years	4 Year Rate
10075 hours within past 7 years	5 Year Rate
12090 hours within past 7 years (Effective April 1, 2021)	6 Year Rate
14105 hours within past 8 years	7 Year Rate

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

3806 **Increments:**

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

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

3807 If new classifications which come under the scope of this Agreement are created during the term of this Agreement, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the 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 seven and three-quarter (7.75) hours or more of regular pay, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error but no later than three (3) business days. If the error results in a loss of less than seven and three-quarter (7.75) hours of regular pay, the correction will be made on the next scheduled pay day.

ARTICLE 39 -- EMPLOYEE BENEFIT PROGRAM

3901 Dental Plan:

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 participate in the Disability and Rehabilitation 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 Health Spending Account

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

The annual HSA benefit amounts shall be:

April 1, 2011	- \$500.00 for full-time nurses
	- \$250.00 for part-time nurses
April 1, 2022	- \$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 the nurse has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether a nurse qualifies for the full-time benefit.

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

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

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 the 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 ORIENTATION

4101 The Employer shall provide an appropriate orientation program for nurses newly employed. The orientation program shall include such essential information as policies, nursing procedures, the location of supplies and equipment, fire, safety and disaster plans. Further, an orientation program shall be provided upon request for nurses returning from an extended leave of absence or moving to a new area of practice. Notwithstanding the above, specialty areas may require extended orientation programs.

4102 The Employer shall provide a program of inservice education for nurses pertinent to resident care. Such program of inservice shall be of sufficient nature to properly familiarize the nurse with all relevant aspects of duties and responsibilities.

4103 The Employer shall provide, access to reference materials as is required in relation to maintaining current knowledge of general nursing care.

APPENDIX "A" -- SALARIES

Each nurse currently employed on date of ratification (TBD) 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 April 1 1, 2021 and March 31, 2022, subject to a minimum payment of \$500 total between all employers for which the nurse is employed.

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.

Nurses on a leave of absence shall be deemed to be paid their regular rates based on their pre leave EFT subject to the time period above. Such nurses will receive the payment and will be required to report all earnings to any applicable third party payer/insurer.

APPENDIX "A" - SALARIES

- Monthly salaries include a 1.2% increase
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

A1. Effective April 1, 2021

Nurse Classification ⁽¹⁾	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Licensed Practical Nurse ⁽²⁾	2015	Hourly	29,813	30,745	31,879	32,916	34,078	35,289	36,348	37,075
		Monthly	4,847,250	5,162,598	5,353,015	5,527,145	5,722,264	5,925,611	6,103,435	6,225,510
		Annual	58,167,005	61,951,175	64,236,185	66,325,740	68,667,170	71,107,335	73,241,220	74,706,125
Undergraduate Nursing Employee	2015	Hourly	28,867							
		Monthly	4,847,250							
		Annual	58,167,005							
Nurse II ⁽³⁾	2015	Hourly	37,710	40,347	41,722	43,069	44,464	45,353		46,260
		Monthly	6,332,138	6,774,934	7,005,819	7,232,003	7,466,247	7,615,525	7,767,825	
		Annual	75,985,650	81,299,205	84,069,830	86,784,035	89,594,960	91,386,295	93,213,900	
Nurse II (20 Year Scale) ⁽³⁾	2015	Hourly	38,465	41,155	42,558	43,929	45,353	46,260		
		Monthly	6,458,915	6,884,427	7,146,198	7,376,411	7,615,525	7,767,825		
		Annual	77,506,975	80,213,120	85,754,370	88,516,935	91,386,295	93,213,900		
Weekend Worker - Licensed Practical Nurse ⁽²⁾	2015	Hourly	33,198	34,284	35,356	36,659	37,855	39,188	40,584	41,800
		Monthly	5,574,498	5,756,855	5,936,862	6,155,657	6,356,485	6,580,318	6,814,730	7,018,917
		Annual	66,893,970	69,082,260	71,242,340	73,867,885	76,277,825	78,963,820	81,776,760	84,227,000
Weekend Worker - Nurse II ⁽³⁾	2015	Hourly	43,368	44,881	46,399	47,981	49,528	51,133	52,156	53,199
		Monthly	7,282,210	7,536,268	7,791,165	8,056,810	8,316,577	8,586,083	8,757,862	8,932,999
		Annual	87,386,520	90,435,215	93,493,985	96,681,715	99,798,920	103,032,995	105,094,340	107,195,985
Weekend Worker - Nurse II (20 Year Scale) ⁽³⁾	2015	Hourly	44,236	45,778	47,328	48,942	50,519	52,155	53,199	
		Monthly	7,427,962	7,686,889	7,947,160	8,218,178	8,482,982	8,757,694	8,932,999	
		Annual	89,135,540	92,242,670	95,365,920	98,618,130	101,795,785	105,092,325	107,195,985	

A1. Effective April 1, 2022

- Monthly salaries include a 2.0% increase
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification ⁽¹⁾	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year	
Licensed Practical Nurse	2015	Hourly	29,444	30,409	31,360	32,517	33,574	34,760	35,995	37,075	37,817
		Monthly	4,944.138	5,106.178	5,265.867	5,460.146	5,637.634	5,836.763	6,044.160	6,225.510	6,350.105
		Annual	59,329.660	61,274.135	63,190.400	65,521.755	67,651.610	70,041.400	72,529.925	74,706.125	76,201.255
Nurse II ⁽²⁾	2015	Hourly	38,464	39,808	41,154	42,566	43,930	45,353	46,260	47,185	48,129
		Monthly	6,458.747	6,684.427	6,910.443	7,145.862	7,376.579	7,615.525	7,767.825	7,923.148	8,081.661
		Annual	77,504.960	80,213.120	82,925.310	85,750.340	88,518.950	91,386.295	93,213.900	95,077.775	96,979.935
Nurse II (20 Year Scale) ⁽²⁾	2015	Hourly	39,234	40,604	41,978	43,409	44,808	46,260	47,185	48,129	
		Monthly	6,588.043	6,818.088	7,048.806	7,289.095	7,524.010	7,767.825	7,923.148	8,081.661	
		Annual	79,056.510	81,817.060	84,585.670	87,469.135	90,288.120	93,213.900	95,077.775	96,979.935	
Weekend Worker - Licensed Practical Nurse	2015	Hourly	33,862	34,970	36,063	37,392	38,612	39,972	41,396	42,636	43,489
		Monthly	5,685.994	5,872.046	6,055.579	6,278.740	6,483.598	6,711.965	6,951.078	7,159.295	7,302.528
		Annual	68,231.930	70,464.550	72,666.945	75,344.880	77,803.180	80,543.580	83,412.940	85,911.540	87,630.335
Weekend Worker - Nurse II ⁽²⁾	2015	Hourly	44,235	45,779	47,327	48,941	50,519	52,156	53,199	54,263	55,348
		Monthly	7,427.794	7,687.057	7,946.992	8,218.010	8,482.982	8,757.862	8,932.999	9,111.662	9,293.852
		Annual	89,133.525	92,244.685	95,363.905	98,616.115	101,795.785	105,094.340	107,195.985	109,339.945	111,526.220
Weekend Worker - Nurse II (20 Year Scale) ⁽²⁾	2015	Hourly	45,121	46,694	48,275	49,921	51,529	53,198	54,263	55,348	
		Monthly	7,576.568	7,840.701	8,106.177	8,382.568	8,652.578	8,932.831	9,111.662	9,293.852	
		Annual	90,918.815	94,088.410	97,274.125	100,590.815	103,830.935	107,193.970	109,339.945	111,526.220	

- Monthly salaries include a 2.0% increase
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

A1. Effective April 1, 2023

Nurse Classification ⁽¹⁾	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Licensed Practical Nurse	2015	Hourly	31,017	31,987	33,167	34,245	35,455	36,715	37,817	38,573
		Monthly	5,043,041	5,371,150	5,569,292	5,750,306	5,953,485	6,165,060	6,350,105	6,477,050
		Annual	60,516,495	64,453,805	66,831,505	69,003,675	71,441,825	73,980,725	76,201,255	77,724,595
Nurse II	2015	Hourly	40,604	41,977	43,407	44,809	46,260	47,185	48,129	49,092
		Monthly	6,587,875	7,048,638	7,288,759	7,524,178	7,767,825	7,923,148	8,081,661	8,243,365
		Annual	79,054,495	84,583,655	87,465,105	90,290,135	93,213,900	95,077,775	96,979,935	98,920,380
Nurse II (20 Year Scale)	2015	Hourly	41,416	42,818	44,277	45,704	47,185	48,129	49,092	
		Monthly	6,719,857	7,189,856	7,434,846	7,674,463	7,923,148	8,081,661	8,243,365	
		Annual	80,638,285	86,278,270	89,218,155	92,093,560	95,077,775	96,979,935	98,920,380	
Weekend Worker - Licensed Practical Nurse	2015	Hourly	35,669	36,784	38,140	39,384	40,771	42,224	43,489	44,359
		Monthly	5,799,674	6,176,647	6,404,342	6,613,230	6,846,130	7,090,113	7,302,528	7,448,615
		Annual	69,596,085	74,119,760	76,852,100	79,368,760	82,153,565	85,081,360	87,630,335	89,383,385
Weekend Worker - Nurse II	2015	Hourly	45,120	46,595	48,274	49,920	51,529	53,199	55,348	56,455
		Monthly	7,576,400	8,106,009	8,382,400	8,652,578	8,932,999	9,111,662	9,293,852	9,479,735
		Annual	90,916,800	94,090,425	97,272,110	100,588,800	107,195,985	109,339,945	111,526,220	113,756,825
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	47,828	49,241	50,919	52,560	54,262	55,348	56,455	
		Monthly	7,728,029	8,268,385	8,550,149	8,825,700	9,111,494	9,293,852	9,479,735	
		Annual	92,736,345	99,220,615	102,601,785	105,908,400	109,337,930	111,526,220	113,756,825	

APPENDIX "B" -- ACADEMIC ALLOWANCE

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

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

\$0.298 per hour for all paid hours

- (b) For a Baccalaureate Degree in Nursing, or a Baccalaureate Degree in Psychiatric Nursing, or a Baccalaureate Degree in Science-Mental Health, or a University Certificate in Nursing, as described in (a) above, in addition to a Baccalaureate Degree in Arts or Science, or the equivalent in the opinion of the Employer. Newly graduated nurses with a Baccalaureate Degree in Nursing or Psychiatric Nursing shall have the allowance paid effective first day of work, subject to proof of degree provided within six (6) months of Employer request.

\$0.596 per hour for all paid hours

- (c) For a Master's Degree in Nursing from a recognized university, or the equivalent in the opinion of the Employer.

\$0.893 per hour for all paid hours

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

C.1 Occupational Classifications are as follows:

- (a) **Nurse II:** A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
- (b) **LPN:** A Licensed Practical Nurse is a person entitled to practice as a practical nurse under the Licensed Practical Nurse's Act of Manitoba.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
SALEM HOME INC.
AND
THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement

The ratification date of the current Collective Agreement occurred on July 11, 2023

2. Re: Manitoba Health Premiums

It is agreed that if Manitoba Health premiums are introduced during the life of this Agreement, the parties will meet to discuss and decide on an equitable sharing of the cost of these premiums.

3. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation

The Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in the Collective Agreement during the life of this Collective Agreement.

4. Re: Agency Nurses

The Employer commits to making best efforts 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 through the NAC meeting process, 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. Included in the data provided will be hours of agency nurses used by classification. Such report will be provided to MNU Central on a quarterly basis to facilitate discussion. It is understood that the information provided may only be discussed at the NAC meetings, and shall not be disclosed or relied upon in any other forum other than the grievance/arbitration procedure.

Should there be questions arising from the report, such inquiries should be directed to the appropriate region for resolution.

5. Re: Group Benefit Plans

The Employer (on behalf of those nurses newly employed, or nurses previously participating in the former MHO benefit plans, or any other nurses who may subsequently join the plans through the Collective Bargaining process) and the Union agree to participate in the Jointly Trusteed Benefit Plans in accordance with the Benefit Trust document established between the parties 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 (HEPB). This shall include the Group Dental Plan, the Group Life Plan, Group Extended Health Plan and D & R Plan and Employee Assistance Plan. The newly Jointly Trusteed Plans shall be successor to the former MHO plans.

The parties agree that the plans' assets, liabilities and surplus will be transferred to the new Trust. The contribution rates schedule are indicated in the Collective Agreement of plan text and may only be amended by a process outlined in the Trust or through collective bargaining.

6. Re: Pensions [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.

- (iv) Employer and employee contribution rates for the HealthCare Employees' Pension Plan – Manitoba (HEPP) to be increased as follows:
- April 1, 2013 –
 - Employer contribution rate to increase by 0.1% resulting in an overall contribution rate increase of 1.1%
 - Employee contribution rate to increase by 0.3% resulting in an overall contribution rate increase of 1.1%.
 - (resulting in the new rates of 7.9% up to YMPE and 9.5% for earnings in excess of YMPE)

7. Re: Buyback of Healthcare Employees' Pension Plan (HEPP) Pension

Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

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

- (a) Part-time nurses shall be eligible to apply for and occupy more than one (1) part-time position within the facility. Where it is determined that it is not feasible for the nurse to work in more than one (1) position, the nurse will have the option of assuming the position applied for and relinquishing their former position.
- (b) The terms and conditions of employment shall be as provided in the MNU Collective Agreement, except that Article 1504 (d) and 3404 shall have separate application for each position held.
- (c) At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. It is understood that a nurse who works more than the equivalent of full-time hours in the rotation pattern shall be compensated for the excess hours in accordance with Article 16.
- (d) 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.

- (e) All salary based benefits, i.e. Group Life, Pension, D & R, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- (f) All accrued benefits, i.e. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- (g) Requests for scheduling of vacation shall be submitted to each unit/program designate. Said requests will be considered independently, and shall be granted in accordance with the provisions of Article 2109, based on the nurse's seniority within the Employer.
- (h) Requests for unpaid or paid leaves of absence shall be submitted to each unit/program designate, and shall be considered independently and granted in accordance with the appropriate provisions of the Collective Agreement.
- (i) 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).
- (j) Where an approved arrangement is later found to be unworkable, the affected nurse may be required to relinquish one of the positions occupied.

9. Re: Mentorship

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

The Employer and the Union believe that Mentorship of new Graduate Nurses is necessary and important and will facilitate transition from the student role to the practicing professional role and build a culture of support that will foster the retention of new Graduate Nurses. Further, the Employer and the Union recognize that this may be accomplished in a variety of ways 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.

10. Re: Nurse Weekend Worker (Hereinafter referred to as Weekend Worker)

Where the Employer chooses to implement a Weekend Worker position(s) the Employer and the Union mutually agree that the following shall apply:

- (a) All provisions of the Collective Agreement shall apply except as noted herein.
- (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s).
- (c) A nurse working a weekend schedule will be scheduled to work on every weekend. This may include working one or all days on the weekend as well as shifts during the week. Article 1504(d) and 3404 shall not apply to Weekend Workers.
- (d) Weekend Workers positions shall be posted in accordance with the provisions of the Collective Agreement.
- (e) A nurse replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non Weekend Worker shall be paid at her/his Weekend Worker rate of pay for the interchanged shift.
- (f) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts.
- (g) The establishment and/or existence of a Weekend Worker shall not form the basis for reclassification and/or pay adjustments of any classification under the Collective Agreement.
- (h) The Employer maintains the right to discontinue a Weekend Worker schedule with a minimum of six (6) weeks notice, at which time the schedule may be converted to normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of Weekend Worker incumbents is not required for

schedule conversions where there are no other changes in the position except the conversion from a Weekend Worker rotation to a regular rotation.

- (i) Appendix "A" – Salaries for Weekend Worker positions shall be fifteen percent (15%) higher than the prevailing rate for that occupational classification.

11. 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.

This Memorandum of Understanding shall remain in effect for the duration of this Collective Agreement.

12. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union

The Employer and the Union agree each with the other as follows:

1. A nurse employed by the Employer who is elected to the full-time position of President of the Manitoba Nurses' Union, shall be considered as continuing in the employ of the Employer during the nurse's term of office as President of the Manitoba Nurses' Union and shall be considered to be seconded to the Manitoba Nurses' Union during the term of office.
2. For the purposes of administering the period of secondment, the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall function as the official contact person in any dealings with the Employer. In addition the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall be accountable for:
 - (i) notifying the Employer, in writing, of the official commencement and termination date of the President's term of office;
 - (ii) determining the bi-weekly payroll record of the President and notifying the Employer of same.

The Union shall save the Employer harmless from any claim from the President arising from alleged error(s) in the payroll record.

3. Reimbursement of Employer Costs

The Manitoba Nurses' Union shall assume the responsibility for reimbursing the Employer for total recovery of payroll and related costs associated with the President's term of office, as follows:

- (i) gross salary, including paid vacation, income protection and any other paid leave of absence authorized by the Accounting and Information Technology Coordinator
- (ii) Employer portion of C.P.P.;

- (iii) Employer portion of E.I.;
- (iv) Workers Compensation premiums;
- (v) Payroll tax;
- (vi) Employer portion of Benefit Plan premiums (pension plan, group life insurance plan, dental plan);
- (vii) Pre-retirement leave.

The Employer shall provide the Accounting and Information Technology Coordinator with a monthly statement of the above-referenced payroll expenses incurred during the nurse's period of secondment to President of the Manitoba Nurses' Union.

4. Income Protection

- (i) The Union President will accumulate income protection credits at the rate of one and one-quarter (1.25) days per month during the period of secondment. In the event that the Manitoba Nurses' Union President is absent during the secondment period due to accident or illness and the income protection credits accumulated during the period of secondment are insufficient to cover full payment of sick leave, the Employer will pay the Manitoba Nurses' Union President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs (ii) and (iii) below.
- (ii) Upon the nurse's return to work following the period of secondment the amount of income protection accumulated during the period of secondment will be reconciled against the amount of income protection utilized during this same period. In the event the difference is positive i.e. the amount accumulated is greater than the amount utilized, the nurse will be eligible to utilize the difference (unutilized income protection credits) at a future date. It is understood that utilization of these income protection credits may only occur once the nurse exhausts all income protection credits accumulated during their normal course of employment with the Employer.
- (iii) It is further understood that these income protection credits shall not be stored in the nurse's income protection bank within the computerized payroll system. Following the period of secondment, a record of these credits will be provided to the nurse along with a copy in the personnel file of the nurse. In the event and at the point that the nurse wishes to utilize these income protection credits, they will advise the Payroll Department. The Employer will pay said income protection and bill the Manitoba Nurses' Union for the cost.

5. Disability & Rehabilitation Plan (D & R)

The President will have coverage under the HEBP Disability & Rehabilitation (D & R) Plan. During the D & R elimination period, if income protection credits earned during the period of secondment are insufficient to cover full payment, the Employer will pay the Manitoba Nurses' Union President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs 4.(ii) and 4.(iii) above.

6. Accumulation of Paid Vacation

The President will accumulate vacation credits at the rate of six (6) weeks per year.

For the purposes of reconciliation, the Employer is financially responsible for the vacation earned by the nurse while they are engaged in their normal course of employment with the Employer and the Manitoba Nurses' Union is financially responsible for the vacation earned by the nurse during the period of secondment.

7. Seniority/Service

- (i) Seniority shall continue to accrue during the period of secondment.
- (ii) Following the expiry of the period of secondment, the Manitoba Nurses' Union President's normal increment date will be delayed for a period of time equivalent to the period of secondment. The time worked between the date of the last increment to the date that the nurse assumed the office of Manitoba Nurses' Union President shall count toward the granting of the next increment.

8. This Memorandum of Understanding shall remain in force until revised by mutual agreement between the parties or until terminated by either party.

13. Re: Letter of Understanding – HEPP COLA Fund

The Parties have reached agreement concerning the establishment of a HEPP COLA Fund in accordance with the following:

1. COLA Fund - A "COLA" Fund(s) will be established effective April 1, 2014.
2. Dedicated COLA Monies - The monies contributed to the "COLA" Fund(s) will be "dedicated" monies for the specific purpose of providing ad hoc COLA adjustments to HEPP Retirees.
3. Equal Contributions - The "COLA" Fund(s) will be funded by equal contributions from Employers and Employees.

4. Funding: - Effective the following dates – COLA contributions, in the amounts per year, listed following from each of the Employer(s) and Employee(s) shall apply.

Employer:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

Employee:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

- All contributions to the Fund(s) shall be allocated using a method that is in compliance with applicable legislation, the HEPP Plan Text and HEPP Trust Agreement.
 - It is understood and agreed that these contributions shall continue at the specified rates notwithstanding the realization of any surplus funds in any HEPP account unless otherwise agreed by the Plan Settlers
5. Cola Funds - The COLA monies shall be reserved solely for the creation of two, distinct and dedicated COLA Funds with specific allocation as follows:
- HEPP COLA Fund # 1 - effective April 1, 2014 - for Employees who retire on or after October 1, 2009 shall have an allocation of 0.80% and, effective April 1, 2015, shall have an allocation of 0.90% of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Active Employees Fund").
 - HEPP COLA Fund # 2 - effective April 1, 2015 - for Employees who retired on or before September 30, 2009 shall have an allocation of 0.10% of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Past Retirees Fund").
6. Segregated Fund(s) - it is the intent of the Parties to establish segregated COLA Fund(s), accordingly:
- It is understood that statutory exemption may be required to establish the COLA Funds as intended and the Plan Settlers agree to make joint application to the Province of Manitoba to seek changes and or exemptions as may be required.
 - The Plan Settlers also agree to make all reasonable efforts to address and resolve any additional statutory or regulatory issues that may pose a barrier to establishing the COLA Fund(s) as intended - including whether the Plan's status as a Specified Multi-Employer Pension Plan (SMEPP) is affected and in need of any changes as a result of additional contributions to the COLA Fund(s).
7. There shall not be any transfer or allocation of monies from the Active Employees Fund to the Past Retirees Fund without the express agreement of the Plan Settlers.
8. Surplus monies from the Past Retirees Fund may be transferred to the Active Employees Fund at the discretion of the Plan Trustees.

9. Contributions to the Past Retirees Fund shall continue as long as required to pay benefits to eligible pensioners. Thereafter, the contributions dedicated to the Past Retirees Fund shall be allocated to the Active Employees Fund.
10. COLA Payment
 - Earliest Start Date - April 1, 2018.
 - Maximum = 2/3 CPI (Canada) per year.
 - Ad hoc - as Fund will allow.

14. Re: Mediation Process

The process is intended to create a harmonious relationship in order to promptly resolve grievances in an economical fashion.

On this basis, the parties may agree to use mediation in an attempt to resolve the grievance, where it is mutually agreed to be appropriate.

Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation.

The parties hereto agree that the following conditions shall apply to the implementation and operation of the Grievance Mediation Process:

Part 1 GENERAL

1. It is understood that this process is to continue concurrent with the Collective Agreement. The Collective Agreement is for the period April 1, 2022 to the date of ratification of a new Collective Agreement, and subject to the Term of the Collective Agreement.
2. The Grievance Mediator shall be an individual jointly approved by MNU and Salem Home Inc.
3. It is recognized that Grievance Mediation is a voluntary process and either party may request that any grievance be submitted for Mediation however, both parties must agree on each case to be so submitted. Where such mutual agreement cannot be reached then the provisions of the Collective Agreement regarding Arbitration shall apply.
4. It is understood that if an opinion from the Grievance Mediator is sought, it is advisory in nature and is non-binding on either party. Where one or both of the parties does not accept the opinion of the Mediator then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement.

5. a) It is understood that where the parties agree to abide by the opinion of the Mediator, it is done so on a without precedent or prejudice basis.

b) An opinion expressed by the Grievance Mediator regarding any issue shall not be submitted to any future Grievance Mediator nor to any Arbitrator.

6. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached. If there are any costs related to mediation, they shall be shared equally between the parties. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during, or after its referral to a Grievance Mediator. It is expressly understood that Grievance Mediation is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

Part 2 SUBMISSION OF GRIEVANCE

1. In all cases the grievance procedure contained in the Collective Agreement will continue to apply; however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to Grievance Mediation. Where such a request is made, the time limits referenced in the Grievance/Arbitration procedure shall be temporarily suspended until:

- a) the other party advises the party who has made such a request that it does not agree to refer the matter to Grievance Mediation, or
- b) fourteen (14) calendar days have elapsed from the date the request was made, and the other party has failed to respond, or
- c) fourteen (14) calendar days have elapsed from the date upon which the Grievance Investigator issued their written opinion.

When any one of the events referred to in a), b), or c) above occur, the time limits for referring the matter to arbitration shall commence as if the grievance procedure had been exhausted on that date.

Part 3 HEARINGS

1. Hearings will normally be held on the premises of the facility where the grievance originated from; however, the Mediator may, with the consent of both parties, choose a more appropriate location.

2. The parties agree not to be represented at any Grievance Mediation hearing by legal counsel. Attendance at hearings shall be limited to a maximum of four (4) employees from the bargaining unit and/or the Union, and four (4) Employer and/or representatives. This stipulation shall not prevent the Grievance Mediator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.

3. The parties agree to provide the Mediator with a jointly prepared statement of facts in an effort to narrow the scope of any dispute and to minimize the need to present evidence through witnesses. The Grievance Mediator may through the course of their investigation determine additional facts relevant to the resolution of the matter and shall advise the parties accordingly.

4. Hearings shall be held in an informal manner; however, the Mediator shall conduct any hearing in a manner deemed by them to be effective. Witnesses will not give evidence under oath, but the Mediator may act as a participant in attempting to resolve areas of conflicting evidence.

5. Each party shall pay for their own costs associated with any witnesses (wages, payroll costs, and expenses) that are used to provide information as part of their evidence. The Employer will be responsible for paying the grievor for the time of attendance at the mediation hearing at straight time rates.

15. 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.
4. The continuation of this MOU beyond the term of the Collective Agreement will only be on the mutual agreement of the parties.

16. Re: Return of Service Agreements

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

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

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

1. A Return of Service Agreement must be agreed to and signed by the Union, the nurse and the Employer. A copy of the agreement will be provided to the Union and the nurse.
2. All terms and conditions agreed to in an executed Return of Service Agreement shall be fulfilled by the individual nurse and the Employer.
- 3.
3. Notwithstanding the above, should the nurse not fulfill the terms of an executed Return of Service Agreement, the nurse shall be indebted to the Employer for the amount of debt owing for any unfulfilled portion of the terms and conditions. Recovery of any debt owing to the Employer shall be considered an authorized deduction in accordance with Article 40 but shall not be considered an overpayment. If, for any reason, the debt owing cannot be recovered through a payroll deduction, the Employer may pursue other means of recovery including, but not limited to, initiating a civil action in a Manitoba Court.
4. Return of Service Agreements shall not conflict with any other terms of the applicable Collective Agreement
5. The terms of the Return of Service Agreement shall include, but not be limited to:
 - (a) The monetary value of the Return of Service Agreement.
 - (b) The calendar time and hours worked required to fulfill the agreement.
 - (c) In the case of nursing skills enhancement, the expected date of completion of the program.
 - (d) The unit and/or program and/or location where the hours must be worked in order to count towards fulfillment of the agreement, which can be amended by mutual consent of the nurse and Employer.
 - (e) The amount of monetary repayment shall be assessed and hours worked toward fulfillment of the nurse's obligation shall be taken into account. Any such amounts shall be prorated based on the total hours of work required for the original term of fulfillment of the agreement.
 - (f) In the event that an Employer is no longer able to provide a nurse with the opportunity to fulfill the terms of the agreement, the nurse shall not be obligated for repayment and the agreement shall become null and void.

- (g) In the event of an approved leave of absence, during the repayment period, the Employer and the individual nurse shall meet to revise the calendar time and hours worked required to fulfill the agreement. The nurse can elect to include the Union in such meeting.
- (h) Should the nurse fail to return to work as required under the Return of Service Agreement, the nurse is indebted to the Employer as per paragraph 3 above.
- (i) In the event of the death of a nurse prior to completion of any of the requirements of a Return of Service Agreement, the nurse's estate shall not be obligated to the Employer for any repayment and the agreement shall become null and void.

17. Re: Undergraduate Nursing Employee (UNE)

WHEREAS the Employer is responsible for the provision of health care services for Manitobans, and as such desire to attract, retain and develop nurses to work as part of the delivery of those services;

AND WHEREAS the parties agree that nursing students who have completed an appropriate amount of the curriculum and clinical experience are a valuable resource to support the existing collaborative health care team to provide resident centered care within the health care system;

AND WHEREAS by creating a new classification for these undergraduate nurses, it may increase the likelihood of retaining these undergraduate nurses to work as Registered Nurses and Registered Psychiatric Nurses upon graduation in the Province of Manitoba;

AND WHEREAS by inclusion of these undergraduate nurses in the bargaining unit, they will have the opportunity to utilize rights in the Collective Agreement to apply for nursing positions as an internal candidate;

AND WHEREAS the intention of this Memorandum is to support recruitment and retention efforts within the Province of Manitoba, not to affect the hours or positions of nurses in other classifications;

NOW THEREFORE the parties agree to create a new classification of a casual Undergraduate Nursing Employee (UNE), as follows:

1. The new "casual" classification of UNE will be created.
2. The UNE will be a nursing student enrolled in an Employer-approved nursing education program leading to initial entry to practice as a Registered Nurse (RN) or Registered Psychiatric Nurse (RPN).

3. The UNE position provides an opportunity for the nursing student to consolidate the knowledge and skill acquired in their nursing education program towards competency in the range and complexity of RN or RPN practice. The UNE is an unregulated member of the collaborative health care team who provides resident centered care under the supervision of the RN or RPN.
4. As a casual employee, the UNE will be subject to the provisions of Article 35 – Special Understanding re Casual Nurses, with the exception of:
 - a. 3501
 - b. 3504
 - i. the allowance as outlined in Article 18;
 - ii. Responsibility Pay premium outlined in Article 19;
 - iii. the Employer Sponsored Education Development allowance in 2407.
 - c. 3505 – UNE's will be paid 5% Recognized Holiday pay
5. The UNE will be compensated at Start Rate of the LPN scale.
6. It is understood that in order to enact this Memorandum of Understanding:
 - a. The Bargaining Certificate will need to be amended to include this classification and;

Utilization and employment of UNEs shall not result in elimination or reduction of positions for all other classification of nurses, nor result in the reduction of the availability of additional available shifts, or a reduction in the hours that would otherwise be available for any other classification of nurses. The parties will agree to meet upon confirmation of the required issues in #6 above to discuss implementation of the UNE classification. Subsequently, the parties shall discuss the ongoing role of the UNE at the applicable Nursing Advisory Committee (NAC) meeting and address issues raised by the parties to ensure the successful implementation of this classification. In the event that there is a permanent increase or decrease to the nursing complement or there is a change to the master rotation on a unit where the UNE is utilized, the Employer will advise the Union of such change.

This Memorandum of Understanding is made on a without prejudice and precedent basis and may only be referred to in relation to the enforcement hereof.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
SALEM HOME INC.
AND
THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement
2. Re: Manitoba Health Premiums
3. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation
4. Re: Agency Nurses
5. Re: Group Benefit Plans
6. Re: Pensions [Participation in Jointly Trusteed Pension Plan (HEPP)]
7. Re: Buyback of Healthcare Employees' Pension Plan (HEPP) Pension
8. Re: Provisions for Part-time Nurses Occupying More Than One Position Within the Facility
9. Re: Mentorship
10. Re: Nurse Weekend Worker
11. Re: Increase of EFT
12. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union
13. Re: Letter of Understanding – HEPP COLA Fund
14. Re: Mediation Process
15. Re: Transfer – Job Selection
16. Re: Return of Service Agreements
17. Re: Undergraduate Nursing Employee (UNE)

FOR THE EMPLOYER:

K. Oliveira
C. Hurd

FOR THE UNION:

Leona Barrett
M Mahadeo

Signed the 08 day of September, 2023.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
SALEM HOME INC.
AND
THE MANITOBA NURSES UNION**

Re: Central Table Negotiations

Any General Wage Increase (GWI), shift premium, weekend premium, overtime, vacation entitlement, income protection accumulation and Recognized Holiday increase differential negotiated at the Central Bargaining Table between Provincial Health Labour Relations Secretariat and MNU (applicable during the period April 1, 2024 to March 31, 2026) shall be implemented for the nurses employed by Salem Home Inc. including retroactivity within this period, if applicable. Any such increases are applicable only to premiums and monetary items in the Salem Home Collective Agreement as of April 1, 2024 and shall not result in new categories of premiums not contained in the Salem home Collective Agreement on April 1, 2024.

FOR THE EMPLOYER:

K. Olixira
C. Munka

FOR THE UNION:

Leona Barrett
M. Mahadeo

Signed the 08 day of September, 2023.

