

COLLECTIVE AGREEMENT

BETWEEN

EXTENDICARE (CANADA) INC.
(Operating as Vista Park Lodge)

AND

**VISTA PARK NURSES LOCAL 78
OF THE MANITOBA NURSES' UNION**

November 1, 2013 to October 31, 2017



A COMMITMENT TO CARING

THIS COLLECTIVE AGREEMENT MADE BETWEEN:

**VISTA PARK LODGE
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

-- AND --

**VISTA PARK NURSES LOCAL 78
OF THE MANITOBA NURSES' UNION
(HEREINAFTER REFERRED TO AS THE "UNION")**

Preamble

Whereas, it is the desire of both parties to this Collective Agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Health Care Facility as a service institution; 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; and

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

Now, therefore, the Employer and the Union mutually covenant and agree as follows:

ARTICLE 1 -- SCOPE OF RECOGNITION

101 The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining units defined in the Manitoba Labour Board Certificates MLB-4530.

ARTICLE 2 -- DURATION

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

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

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

ARTICLE 3 -- DEFINITIONS

301 A "nurse" shall mean 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 Collective Agreement, subject to clause 3806 herein.

302 Employment status of nurses shall be defined as:

- (a) A "full-time nurse" shall mean a nurse who works the full prescribed hours of work specified in Article 14.
- (b) A "part-time nurse" shall mean a nurse who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14 but not less than eight (8.0) hours per bi-weekly period when averaged over a four (4) week period.
- (c) "Casual Nurse" as defined in clause 3501.

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

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

305 Wherever the feminine pronoun is used in this Collective Agreement it shall include the masculine pronoun where the context so requires. Where the singular is used in this Collective Agreement it may also be deemed to mean plural.

306 A "Registered Nurse" shall mean a nurse entitled to practice under the Registered Nurses' Act of Manitoba.

307 A "Licensed Practical Nurse" shall mean a nurse entitled to practice under the Licensed Practical Nurses' Act of Manitoba.

308 A "Registered Psychiatric Nurse" shall mean a nurse entitled to practice under the Registered Psychiatric Nurses' Act of Manitoba.

309

- (a)
- (i) A "Graduate Nurse" shall mean a nurse whose name is entered on the Graduate Nurse Register of the College of Registered Nurses of Manitoba.
 - (ii) A "Graduate Practical Nurse" shall mean a nurse whose name is entered on the Register of Graduate Practical Nurses of the College of Licensed Practical Nurses of Manitoba.
 - (iii) A "Graduate Psychiatric Nurse" shall mean a nurse whose name is entered on the Register of Graduate Psychiatric Nurses of the College of Registered Psychiatric Nurses of Manitoba.
- (b) The terms of this Collective Agreement shall be applicable to the Graduate Nurse, the Graduate Practical Nurse and the Graduate Psychiatric Nurse except as otherwise specified in the Collective Agreement.

310 "Position" shall mean employment status, occupational classification and shift.

311 "Nurse Representative" shall mean a nurse who is appointed by the Union for the purposes of Union-Management relations. Without intending to limit the generality of the foregoing, this may include representation during meetings and/or negotiations with the Employer arising out of the Collective Agreement.

312 Continuous Service/Length of Employment

"Length of Employment" shall mean the period of time since an employee last became a full-time or part time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Collective 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 Collective 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 Collective Agreement.

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

ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

501 The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. Such letter shall include any dues exemptions. The Employer shall forward such dues to the Manitoba Nurses' Union by the 15th day of the following month together with a list of the names of nurses from the facility for whom deductions have been made and a list of the names of all nurses newly hired/terminated/on leave of absence for a period of four (4) weeks or longer. Electronic copies of the lists will be provided with specifications as per attached memorandum. The Employer also agrees to deduct once annually the amount of any special general assessment made by the Union. The Union shall notify the Employer, in writing, of the amount of the assessment at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

502 The 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 over deduction of dues.

503 When a nurse makes known to the Employer or the Union that she/he is a member of a religious group which has as one of its articles of faith the belief that members of the group are 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 Collective Agreement as a result of dues or special general assessments having been collected in accordance with the terms of this Article.

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

507 Union activities other than those provided for in this Collective 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 of the Employer.

508 Two (2) Nurse Representatives from each home, unless otherwise mutually agreed between the Employer and the Union, shall be granted time off duty without loss of regular pay to participate in negotiations in which both the Union and the Employer are represented.

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

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

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 A representative of the Union shall be granted not less than thirty (30) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A representative of the Employer may be present during this period. The Employer shall notify the Union when orientation of new nurses is scheduled.

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

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

ARTICLE 6 -- CONTINUANCE OF OPERATIONS

601 The Union agrees that during the life of this Collective Agreement there shall be no slowdown of work, suspension or picketing in relation to this Collective Agreement, and to this end the Union will take affirmative action to prevent any nurse covered by this Collective Agreement from slowing down her/his work or suspending or picketing. The Employer agrees that for the duration of this Collective 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 sexual harassment shall be condoned in the workplace and 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.

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

- (a) 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.
- (b) Regular pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurse(s) who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Workplace Safety & Health Committee.

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

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

On an annual basis the Workplace Safety and Health Committee will be provided with a copy of the critical incident stress management or applicable policies for review.

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 & Safety Committee. Such policy shall address the issue of communication strategies, which will include signage. The Employer's Respectful Workplace policy shall include a commitment to conclude the investigation as quickly as is reasonably possible and that the investigation process itself will be conducted in an impartial manner.

7A05 The Employer will provide vaccinations to nurses in accordance with the Manitoba Workplace Safety and Health Act and its regulations.

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. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the initial meeting with the nurse to review the provisions of the program to ensure that the work designated is within her/his restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Union and the nurse and may proceed without the Union's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

The Employer recognizes the obligation under the Human Rights Code of Manitoba of its duty to reasonably accommodate nurses with physical or mental disability up to undue hardship and will continue to adhere to legislative requirements as defined in the Code. The Employer will collaborate with the Union and the nurse on accommodation requests.

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.

ARTICLE 8 -- TECHNOLOGICAL CHANGE

801 Should the Employer find it necessary, in the interest of resident care, reduction of costs, or increased efficiency;

- (a) to introduce technological change by altering methods or utilizing different equipment, or
- (b) in the case of qualified bargaining unit members being unavailable to perform the required work, to transfer work to outside agencies or third parties, and
- (c) if such change will displace, or affect the occupational classification of nurses in the bargaining unit, the Employer will notify the Union at least one hundred twenty (120) days in advance of such change and will meet and negotiate with them reasonable provisions to protect the interest of nurses so affected.

Failing agreement, such matters may be referred to arbitration subject to Article 13 herein.

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 notify the nurses and the Union at least sixty (60) days in advance, if reasonably possible, in order that the Employer and the Union may enter into discussion to ensure as smooth a transition as possible for the nurses so affected.

ARTICLE 10 -- EMERGENCY RESPONSE PLAN

1001

Emergency

- (a) In any emergency, nurses are required to perform duties as assigned notwithstanding any contrary provision in this Collective 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 Local by the Employer.

The Employer will notify the Union if it has been advised by the department of the Chief Medical Officer of Health for Manitoba of a major health alert related to the Facility, such as a possible pandemic occurrence.

- (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) Emergency response plans brought into effect by drill shall override the provisions of this Collective Agreement provided always that where overtime is worked by reason of an emergency response drill, nurses shall be paid in accordance with Article 16, or by mutual agreement, equivalent time off will be granted.
- (b) The importance of regular emergency response plan 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 emergency response 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 and any other Facility joint committee to which the Union is required to appoint representatives.
- (b) The Employer may relieve a nurse who is appointed to attend meetings of the Union Management Committee, Nursing Advisory Committee or any other facility joint committee to which the Union is required to appoint representatives, without loss of salary or benefits. This clause is applicable when the meeting(s) occurs during hours the nurse is otherwise scheduled to work.

1102 **Union Management Committee**

The Employer and the Union agree to maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include the Administrator and/or Director of Care and/or Assistant Director of Care; Union representatives shall include the President and/or Vice-President of the Local. Appointments shall be made by each party at their discretion. The Committee shall meet at the request of either party subject to five (5) days notice being given but not less than bi-monthly unless otherwise mutually agreed.

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

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

The Regional Director of Extendicare (Canada) Inc. will be consulted as required to assist with resolution of ongoing concerns.

1103 **Nursing Advisory Committee**

- (a) At the request of either the Union, or the Employer's senior nursing management representative, 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 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.
- (c) The NAC shall meet monthly or as otherwise mutually agreed.
- (d) The chair and the secretary of the NAC shall alternate between the parties. The secretary shall be the opposite party to the chair.
- (e) Agendas shall be circulated at least seven (7) calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.
- (f) Minutes of the NAC meetings shall be circulated to members of the committee and shall be approved at the next NAC meeting.
- (g)
 - (i) A nurse(s) with a concern as referenced in clause 1103 (a) (i) above shall discuss the matter at the unit level utilizing established lines of communication with the objective of resolving the concern. If the matter is not resolved to the satisfaction of the nurse(s), the nurse(s) may complete and submit a "NAC Summary Report" to the chair of the NAC. Nursing Workload Staffing Reports shall be responded to as soon as reasonably possible, but no later than fourteen (14) calendar days.
 - (ii) Those issues referenced in 1103 (a) (ii) above may be placed on the agenda at any time by any NAC member.
- (h) If the decision of the NAC regarding an issue referenced in 1103 (a) (i) above is unacceptable to the nurse(s) who submitted the issue, or if the NAC is unable to resolve the issue, the matter shall be referred in writing to the facility Administrator and Regional Director.

- (i) The response of the Administrator and Regional Director shall be provided in writing to the nurse(s) and the NAC within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (j) Where, in the opinion of the nurse(s) who submitted the issue, the response from the Administrator and Regional Director does not resolve the issue, it may be referred to an Independent Assessment Committee (IAC) within twenty-one (21) days following the response.

1104 **Independent Assessment Committee (IAC)**

- (a) The I.A.C. shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3rd) nurse shall chair the I.A.C. and shall be selected in the following manner:
 - (i) A list of I.A.C. Chairpersons as agreed between the parties shall be appended to this Collective Agreement.
 - (ii) When a Chairperson is required, the Employer and the Manitoba Nurses' Union will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided shall be the name following that of the last person utilized.
 - (iii) Should the person whose name is so selected be unable to serve, or where the person would be unsuitable due to connections with the parties or geographic community involved, the next person on the list shall be approached to act as Chairperson.
 - (iv) For the purposes of clause 1104 (a), 'nurse' shall mean a person who is registered with any of the professional nursing associations cited at clauses 302, 303 and 304. Without intending to limit the generality of the foregoing, the term 'nurse' is not restricted by clause 301.
- (b) A meeting of the I.A.C. to investigate and make recommendations shall be held within fourteen (14) calendar days of the I.A.C.'s appointment. Such recommendations shall be provided in writing to the nurse(s), the NAC and the Administrator and Regional Director within a further fourteen (14) calendar days.
- (c) Each party shall bear the cost of its own appointee to the I.A.C. and shall jointly bear the cost of the Chairperson.
- (d) Nurses required to attend I.A.C. meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2407.

- (e) Recommendations of the NAC relative to those issues referenced in 1103 (a) (ii) shall be submitted in writing to the Administrator and Regional Director.

ARTICLE 12 -- GRIEVANCE PROCEDURE

1201 For purposes of this Collective 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 Collective Agreement.

1202 Unless dismissed or suspended by the Employer a nurse shall continue to work in accordance with this Collective 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 her/his immediate supervisor outside the bargaining unit to leave her/his duties in order to process grievances; she/he shall report to her/his immediate supervisor outside the bargaining unit upon her/his return; she/he shall be granted this permission when, in the opinion of her/his immediate supervisor outside the bargaining unit, it will not prejudice resident care or student education or require any staff replacement. She/he shall not suffer loss of regular salary when engaged in such activities during regular working hours.

1205 Complaint Stage:

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

1206 Step One:

- (a) If the dispute is not resolved within the time period specified in clause 1205 above, the grievor and/or Union representative may, within a further ten (10) days, submit the grievance in writing to the immediate supervisor outside the bargaining unit. The immediate supervisor outside the bargaining unit shall reply in writing within ten (10) days of receipt of the written grievance.
- (b) A grievance concerning general application or interpretation of the Collective Agreement, including the question of whether the matter falls within the scope of this Collective Agreement, or which affects a group of nurses in more than one (1) unit, may be submitted as Step 1.

1207 Step Two:

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

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

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

1210 Subject to the provision of clause 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 Administrator/Director of Care, the matter may then be referred to arbitration as hereinafter set forth.

1302 If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration as defined in clause 1301 above, then the procedure stated below will be followed.

1303 Either party may submit the matter in dispute to a Board of Arbitration by giving notice to the other party within a further seven (7) days and by appointing in that notice one (1) nominee to 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 Chairperson.

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

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

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

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

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

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

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

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

1312 Nurses whose attendance is required at arbitration hearings related to the Collective Agreement shall be given permission to be absent from work and shall not suffer any loss of regular 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 an arbitration award.

ARTICLE 14 -- HOURS OF WORK

1401 Regular hours of work for all full-time nurses will be:

- (a) eight (8.0) consecutive hours per day, including one half of the meal period, and
- (b) an average of eighty (80) hours per bi-weekly period, and
- (c) two thousand and eighty (2080) 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 eight (8) consecutive hours of work inclusive of two (2) fifteen (15) minute rest periods and fifteen (15) minutes of each meal period and exclusive of fifteen (15) minutes of each meal period. This clause shall not, however, prevent trial and implementation of changes in shift lengths 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 a written addendum attached to and forming part of this Collective Agreement.

1405 A nurse who reports for work as scheduled and is sent home because of lack of work shall be paid three (3) hours at her/his regular rate of pay; however, when such nurse works for any portion of her/his scheduled shift, she/he shall receive pay for that entire shift.

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

1407 Whenever a nurse is called in to work within one (1) hour of the start of the shift and reports for duty within one hour of the start of the shift, she/he 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 six (6) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum six (6) 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. 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.

1502 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 or any other supplementary salary costs to the Employer.

1503 Night shift shall be considered as the first shift of each calendar day (i.e. midnight to midnight).

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.

Note: The Float Nurse position schedule may not be part of a master rotation.

- (a) a minimum of fifteen (15) hours off between assigned shifts as defined in clause 1404 herein.
- (b) a minimum of eight (8) days off within each period of four (4) consecutive weeks.
- (c) alternate weekends off shall be granted. Effective December 19, 2002, for newly employed nurses or nurses transferring permanently to a different position, alternate weekends off shall be granted as often as reasonably possible with each nurse receiving a minimum of every third weekend off.

- (d) a maximum of four (4) consecutive days of work and preferably less between days off.
- (e) upon request, and at the discretion of the Employer, a nurse may be permitted to work permanently on Evening shift or Night shift.
- (f) nurses who are required to rotate shifts shall be assigned to work either Day shift and Evening shift, or Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern.

Notwithstanding that a Float Nurse position [nurse working on more than one (1) unit] may be exempted from the above-noted 50/50 split, efforts will be made to ensure there is an average of the 50/50 split over a six (6) month period.

- (g) a nurse will receive consideration in scheduling to allow her/him to pursue academic course(s) to further her/his education. Whenever reasonably possible, subject to resident care requirements, the granting shall be based on the following:
 - (i) she/he submits her/his written request at least three (3) months prior to commencing the academic course(s), and
 - (ii) another nurse(s) on the unit is (are) prepared to interchange her/his 'normally' scheduled shifts for the 'normally' scheduled shifts of the nurse attending the academic course(s), as agreed in writing,
 - (iii) upon completion of the academic course(s) each nurse shall revert to her/his former rotation pattern.

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

ARTICLE 16 -- OVERTIME

1601 Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or in excess of one hundred and sixty (160) hours in a four (4) week schedule for full-time and part-time nurses. Overtime hours extending beyond the daily shift into the next calendar day shall continue to be paid at the overtime rates, in accordance with clause 1602.

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

1603 Notwithstanding clauses 1601 and 1602 above, whenever a nurse works two (2) consecutive shifts, she/he shall receive pay at the rate of double her/his regular salary for the additional shift, except when the additional shift is worked on a Recognized Holiday, she/he shall receive pay at the rate of two and one-half (2.50) times her/his regular 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 upon. At the nurse's request, any banked overtime, or portion thereof, shall be paid out on a regular pay cheque. Overtime may be accumulated to a maximum of forty (40) hours at any one time. Any overtime in excess of forty (40) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March 31st of each calendar year.

1605 A full-time nurse reporting back to work upon request after leaving the grounds of the Facility following completion of a shift but before commencement of her/his 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 she/he starts to work to the beginning of her/his 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 as equitably as possible amongst those nurses qualified for the work.

1608 **Rest Periods**

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 for a period in excess of three (3) hours in conjunction with her/his regular shift shall receive a meal voucher for the facility cafeteria to cover the cost of a meal of up to five dollars (\$5.00), or if this is not possible, a meal allowance of five dollars (\$5.00) shall be provided.

1610 A nurse shall not be required to take time off during regular hours to equalize any overtime worked.

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

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

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.

1702 Subject to Article 18, when a nurse is on standby, shift premium and weekend premium are payable only for hours actually worked on a callback.

1703 A weekend premium of one dollar and sixty-five cents (\$1.65) [two (\$2.00) dollars effective November 1, 2016] per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 18 -- STANDBY

1801 “Standby” shall refer to any period of time duly authorized by the Employer during which a Registered Nurse/Registered Psychiatric Nurse has agreed to be available to return to work without undue delay in those situations whereby a management nurse, for emergent reason, is not available and an Act of legislature or a licensing regulation requires a Registered Nurse/Registered Psychiatric Nurse be available. The Employer agrees that standby shall not be used to provide baseline staffing.

In the event that Standby occurs, the following terms and conditions will apply:

- (a) Nurses will sign a “standby availability list” to which the Employer shall refer in the event standby occurs as outlined above. A nurse may remove or add her/his name to the “standby availability list” at any time. If no nurse from the list is available, the Employer may then offer the assignment to any qualified nurse in the employ of the facility.

Should the assignment of standby be known in advance, the Employer will schedule and distribute the standby as equitably as possible amongst the nurses who signed the “standby availability list”.

- (b) Nurses who mutually agree to be on standby shall receive two (2) hours regular pay per eight (8.0) hour shift or portion thereof.
- (c) A nurse actually called back to work when she/he is on standby shall be paid for hours worked at the overtime rates, or may at the nurse’s request, be granted time off which is equivalent of overtime rates. The nurse will be guaranteed a minimum of three (3) hours at the overtime rate except when called within three (3) hours of the commencement of her/his next shift. In such cases the nurse shall be paid at the overtime rate from the time she/he started work to the beginning of her/his shift.
- (d) Should the nurse on standby return to the facility while on standby and work for the full shift, the allowance shall not be paid.
- (e) The Employer will provide parking space in near proximity to the facility for the use of nurses on standby in the event a return to the workplace is necessary.

ARTICLE 19 – RESPONSIBILITY PAY

1901 An additional one dollar (\$1.00) per hour will be paid for all hours worked by a nurse from the bargaining unit who has been designated to be responsible for the facility on Evenings, Nights, Saturdays, Sundays, Recognized Holidays or during the day shift in the absence of the Administrator/Director of Care and the Unit Manager.

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

ARTICLE 20 -- TRANSPORTATION ALLOWANCE

2001 Transportation Allowance:

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

2002 Where a nurse is required and authorized to use her/his privately owned vehicle on the Employer's business, she/he shall be reimbursed by the Employer for such travel at the following mileage rate:

\$ 0.44 per kilometer

ARTICLE 21 -- VACATIONS

2101

- (a) 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.
- (b) 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 (forty (40) hours) equals one (1) calendar week.
- (c) The whole of the vacation year shall be available for the taking of accrued vacation time whenever reasonably possible. The nurse shall have the right to request which day of the week her/his vacation begins.
- (d) Upon request, a nurse may be permitted to retain up to three (3) days of her/his 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 start of the vacation year in accordance with clause 2109 shall be requested and duly considered in accordance with clause 1501.
- (e) Vacation time requested will be in blocks of no less than one (1) week. There shall be no limit on the number of week blocks that a nurse may split vacation.

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

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

In the first three (3) years	Fifteen (15) days per year
In the fourth (4th) to tenth(10th) year inclusive	Twenty (20) days per year
In the eleventh (11th) to twentieth (20 th) year inclusive	Twenty-five (25) days per year
In the twenty-first (21st) and subsequent years	Thirty (30) days per year

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

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

- (a) periods of up to two (2) years when a nurse may be in receipt of Workers Compensation, after expiry of her/his income protection credits;
- (b) 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;
- (c) any periods of education leave of absence of up to two (2) years;
- (d) any period of unpaid leave of absence of up to four (4) weeks;
- (e) any period of layoff of less than twenty-six (26) weeks;
- (f) any period of parenting leave.

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

2107 Upon termination of employment, the nurse's vacation pay shall be calculated in accordance with clauses 2103 and 2105 using the nurse's regular rate of pay on the date of termination. The nurse's vacation pay shall be paid out no later than the first full pay period following the date of termination.

2108 The Employer shall notify each nurse, prior to her/his vacation, of the date and time upon which she/he is to report back to work following her/his vacation, but this will not preclude the making of a change during the nurse's vacation period if mutual agreement is reached between the Employer and the nurse.

2109

- (a) The Employer shall be responsible for posting in an accessible location the vacation entitlement lists and the number of nurses in each occupational classification per nursing unit/nursing station/facility that may be scheduled for vacation at any one time by February 15th of each year.
- (b) The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as of March 31st of that year.
- (c)
 - (i) Beginning March 1st of each year, the Employer shall arrange an appointment with each nurse, in order of seniority, so that the nurse may indicate her/his choice of vacation dates in writing. This appointment shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date.
 - (ii) All of the nurse's vacation shall be chosen at this time except for the three (3) days as set out in clause 2101.
- (d) The selected/approved vacation schedule shall be updated on an ongoing basis and shall be posted in an accessible location daily. The approved vacation schedule will be posted not later than April 1st.
- (e) 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.
- (f) Except in extenuating circumstances, a nurse who fails to indicate her/his choice of vacation dates by March 31st shall have her/his vacation scheduled by the Employer.
- (g) A nurse who transfers to another nursing unit/nursing station after her/his vacation request has been approved shall have her/his vacation on the new nursing unit/nursing station scheduled by the Administrator/Director of Care in consultation with the nurse within the time periods remaining during that vacation year.

- (h) A nurse must use her/his current vacation which was earned during the previous vacation year during the current vacation year. If the current vacation is not used or scheduled by January 15, then the Employer has the right to schedule the vacation prior to the end of the current vacation year. Vacation may be paid out only in extenuating circumstances.

ARTICLE 22 -- RECOGNIZED HOLIDAYS

2201 For purposes of this Collective Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1st), Louis Riel Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, the first Monday in August, Labour Day, 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 her/his scheduled days off or during a week of her/his vacation, it is understood that this day off in lieu shall be banked in accordance with clause 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse or the nurse may request that she/he receive an extra day's pay at her/his regular rate of pay.

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

2204 As much as reasonably possible 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, endeavouring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day. A nurse shall not be required to work Christmas or New Year's for two (2) consecutive years unless otherwise mutually agreed.

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

2206 A nurse may accumulate up to five (5) days off in lieu of Recognized Holidays to be taken consecutively with scheduled days off as mutually agreed upon between the nurse(s) concerned and the Employer. Unless otherwise mutually agreed between the nurse(s) concerned and the Employer, accumulated Recognized Holidays must be taken in the fiscal year in which they were earned.

2207 A nurse working on the shift commencing at or about midnight shall be deemed to have worked on a holiday if the majority of hours worked fall within the day in question regardless of what calendar day any part of such shift was actually worked.

ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION

2301 A nurse having accumulated income protection credits may claim regular pay for such income protection against such accumulation with respect to periods during which:

- (a) She/he was unable to work because of an incapacitation due to accident or illness; or
- (b) In the opinion of the Employer, her/his presence constituted a health hazard for residents and/or other employees and she/he was instructed by the Employer to leave her/his place of duty; or
- (c) She/he attends an appointment related to a medical/dental examination and/or treatment subject to clause 3704.

2302

- (a) Each nurse shall accumulate income protection credits at the rate of one and one-quarter (1.25) days for each full month of employment.
- (b) 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 clause 2301. The remaining one-quarter (.25) of a day (20%) shall be reserved for either the nurse's personal use as outlined in clause 2301, or for use in the event of family illness as specified in clause 2313. 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 her/his duties must report such injury or illness as soon as possible to her/his immediate supervisor.
 - (ii) A nurse unable to work because of a work related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the nurse by WCB.

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

- (iii) Where a nurse has applied for WCB or MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:
- (iv) Advance payment(s) shall not exceed the nurse's regular salary as defined in clause 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 Collective 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 regular salary as defined in clause 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

The Employer's supplement shall be charged to the nurse's accumulated income protection credits and such supplement shall be paid until the nurse's accumulated income protection credits are exhausted, or until 119 calendar days have elapsed since the first day of supplement, whichever is less.
 - (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental plan, and D & R plan and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
 - (iii) Further to this, the Employer shall notify Workers Compensation/Manitoba Public Insurance of salary adjustments at the time they occur.
 - (iv) In accordance with section 41(6)(b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the WCB by January 1, 1994 so that the WCB may determine whether or not the supplements referenced in clause 2303(b)(i) shall continue in effect after January 1, 1995.
 - (v) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.

- (c) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the provisions of clause 7A06 shall apply.

2304 The Employer shall be entitled to recover any income protection paid to a nurse if her/his employment is not continued beyond her/his probationary period, from the nurse's final termination cheque.

2305 A nurse who is unable to report for work due to illness shall inform her/his supervisor or designate prior to the commencement of her/his next scheduled shift. 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 in question.

Prior to Day shift – one (1) hour

Prior to Evening shift – three (3) hours

Prior to Night shift – three (3) hours

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

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

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

2309 As soon as a nurse is aware of a date upon which surgery will occur, she/he shall notify the Employer, in writing, of this date and any change thereto so that staff coverage for her/his intended absence may be arranged.

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

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

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

the 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 her/his accrued income protection credits.

2312 A nurse who has completed the probationary period and who is unable to perform her/his work by reason of an accident or illness not fully covered by income protection credits, upon providing an acceptable medical certificate, shall be granted unpaid leave of absence as required for recovery. Such unpaid leave of absence shall be subject to review at three (3) months or lesser intervals at the discretion of the Employer.

2313 Subject to the provisions of clause 2302, a nurse may use up to ten (10) days of income protection in any one (1) calendar year for the purpose of providing care in the event of an illness of a spouse, child or parent.

2314 A nurse who is on D&R/WCB/MPI prior to the commencement of her/his scheduled vacation shall, upon her/his request, have her/his vacation displaced. Such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time period remaining during the 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.

ARTICLE 24 -- LEAVE OF ABSENCE

2401

- (a) The nurse will be required to submit a written request for any leave of absence unless otherwise stipulated in Article 24. The request will specify:
- (i) the reason for the leave,
 - (ii) the start date of the leave, and
 - (iii) the anticipated end date of the leave.
- (b) Leave of absence requests will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the Collective Agreement; however, requests for education leave will be given special consideration.
- (c) Except in emergencies, leave of absence requests must be made at least four (4) weeks in advance of the start date.
- (d) The Employer shall notify the nurse of her/his decision in writing, within two (2) weeks receipt of the request.

- (e) Requests for extension of educational leave, maternity leave, paternity leave, adoption leave and bereavement leave will be granted if reasonably possible.
- (f) 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 clause 2408(g).
- (g) Where a nurse has been granted a leave of absence from her/his entire EFT, she/he shall be eligible to work additional available shifts. However, she/he shall not have preference over part-time nurses or casual nurses who offer to work these shifts. When she/he is awarded additional available shifts, she/he is compensated in accordance with clause 2703 (a) – (e).
- (h) Where a nurse has requested and been granted a partial leave of absence, she/he will be entitled to accrual of vacation, income protection credits and Recognized Holiday pay on a pro-rata basis in accordance with Article 34.

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, the nurse is assured of being placed in the same employment status and at the same step on her/his salary scale on her/his return, but she/he cannot be assured of being placed in the same nursing unit or shift. In the case of longer leaves of absence, a nurse may be placed in any position covered by this Collective Agreement and shall be reinstated at her/his previous basic salary, provided that such basic salary shall not exceed the maximum for the position in which she/he is placed. Notwithstanding clause 3001, a nurse not placed in her/his former position will be given consideration over other nurses for the first vacancy made available to her/him in a similar position.

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 regular pay in order to attend professional or educational meetings, conventions, workshops and institutes.

2407 Education Leave:

- (a) Where the Employer requires a nurse who is scheduled to work to attend educational conferences, workshops or programs, the nurse shall be without loss of regular salary, and the Employer shall pay registration or tuition fees and related expenses.
- (b) Where the Employer requires a nurse who is not scheduled to work to attend educational conferences, workshops or programs, the nurse shall be without loss of regular salary, and the Employer shall pay registration or tuition fees and related expenses.
- (c) Employer Sponsored Educational Development:
When funded by the RHA, a nurse shall be granted, upon written request, funding up to a maximum of \$200 annually, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the senior nursing manager or designate prior to attendance at such program. The two hundred dollar (\$200) allowance referenced herein shall be for reimbursement of tuition or registration and recommended/required books/software and shall occur upon satisfactory completion of the workshop, course, or educational program.

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 a maximum of fifty-four (54) weeks where she/he qualifies for Maternity Leave and Parental Leave, Paternity Leave or Adoption Leave.

(a) Maternity 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.

(i) Maternity Leave Plan "A" (Plan A):

1. Plan A will provide a nurse with up to seventeen (17) weeks of Maternity Leave without pay subject to the following conditions:
 - (a) The nurse shall submit a written request for Maternity Leave under Plan A to the Employer not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended start date of the Maternity Leave.

- (b) If requested by the nurse, Maternity Leave of shorter duration may be granted at the discretion of the Employer.
 - (c) The Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a duly qualified medical practitioner becomes incompatible with the requirements of her job.
- (ii) Maternity Leave Plan “B” (Plan B):
1. In order to qualify for Plan B, a pregnant nurse must:
 - (a) submit a written request for Maternity Leave under Plan B to the Employer at least four (4) weeks before the date specified in her application as the date on which she intends to commence such leave;
 - (b) provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (c) provide the Employer with proof that she has applied for Employment Insurance (EI) benefits and that Human Resources Development Canada has agreed that the nurse qualifies for and is entitled to EI benefits pursuant to the Employment Insurance Act.
 - (d) The Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a duly qualified medical practitioner becomes incompatible with the requirements of her job.
 2. A nurse applying for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain in the employ of the Employer in either full-time or part-time status for at least six (6) months following her return to work; where a full-time nurse is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave,

she must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment; and

- (b) she will return to work on the date of the expiry of her Maternity Leave and, where applicable, her Parental Leave unless this date is modified as per clause 2408(g) below.
- (c) Should she fail to return to work as provided under either of clauses 2408(a)(ii)(2)(a) or (b) above, she shall be indebted to the Employer for the full amount of the maternity leave allowance paid to her by the Employer during her entire period of Maternity Leave. Accordingly, she shall re-pay to the Employer the full amount of the maternity leave allowance.
- (d) In the event the nurse does not complete the full period of service as required under Part (a) and (b) above, she shall repay a portion of the “top up” as follows:

Monetary value of top up provided (value is based on hours paid at regular <u>rate of pay in 6 months prior to leave)</u>	X	no. of hours not worked
Hours of service required to be worked (based on monetary value)		

- 3. A nurse who qualifies under clause 2408(a)(ii)(1) will be 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 provided under clause 2408(a)(ii)(1)(b), or
 - (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 provided under clause 2408(a)(ii)(1)(b).
 - (c) The Employer may, notwithstanding the above, vary the length of Maternity Leave upon receipt of a certificate from a duly qualified medical practitioner.
- 4. During the period of Maternity Leave, a nurse who qualifies under Plan B will be entitled to a ‘maternity leave allowance’ with the SUB Plan as follows:

- (a) for the first two (2) weeks a nurse shall receive ninety-three percent (93%) of her normal weekly earnings which will be paid as a single sum amount;
 - (b) for up to a maximum of fifteen (15) additional weeks, bi-weekly payments equal to the difference between the EI benefits the nurse is eligible to receive and ninety-three percent (93%) of her normal weekly earnings; this difference will be paid as a single sum amount.
 - (c) All other time absent as may be provided under this clause shall be an unpaid leave of absence.
 - (d) For the purposes of this clause, normal weekly earnings shall mean the nurse's gross earnings less all deductions for the period of time reported to EI.
5. Plan B does not apply to a newly hired nurse occupying a term position.
6. Maternity Leave under Plan B shall be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue during this leave of absence.

(b) Parental Leave -

- (i) in order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence Adoption Leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

(iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to fifty-four (54) weeks inclusive of vacation as specified in (c) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with clause 2401.

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

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

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

Any vacation earned up to the time of the commencement of leave in accordance with clause 2408 (a), (b), or (c) will be retained and will be available to be taken in the following vacation year.

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

(e) 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.

(f) Three (3) days of paid leave of absence (24.00 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. The nurse will use this leave to replace scheduled hours of work immediately prior to the Sunday of the week the 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.

- (g) 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.

2409 Union Leave:

- (a) Subject to at least two (2) weeks written notice of request and at no additional costs to the Employer, leave of absence without loss of regular salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union and/or Canadian Federation of Nurses' Unions and/or 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 four (4) weeks notice, a nurse elected or selected to a full-time or part-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions or the Canadian Labour Congress or College of Registered Nurses of Manitoba or College of Licensed Practical Nurses of Manitoba or College of Registered Psychiatric Nurses of Manitoba, shall be granted leave of absence without loss of seniority, regular salary or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request, during her/his term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs.

Notwithstanding Clause 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 she/he is a party to that proceeding, shall receive leave of absence at her/his regular basic rate of pay, and remit to the employer any jury or witness fees received, only for those days she/he was normally scheduled to work. The nurse shall not request reimbursement for, or be required to remit any reimbursement of expenses for such duty.

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

- b) A nurse required to attend a court proceeding/inquest to provide medical/clinical evidence shall receive a leave of absence at her/his regular basic rate of pay, and shall remit to the employer any witness fees received. The nurse shall not be required to remit any reimbursement of expenses for such duty.

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

2411 Bereavement Leave -

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

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

- (b) Necessary time off, up to one (1) day without pay will be granted to a nurse to attend a funeral as a pallbearer or mourner.

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

2413 Leave Re Citizenship: Nurses shall be allowed the necessary time off with regular pay to attend citizenship court to become a Canadian citizen.

2414 Subject to the provisions of each benefit 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.

2415 Compassionate Care Leave:

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

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

The nurse must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this clause shall be defined as any family member recognized under the Employment Insurance Act of Canada.

See Appendix "D" attached
- (f) Unless otherwise mutually agreed, a nurse may end her/his Compassionate Care Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 25.

- (h) 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 clause 2411.
- (i) Subject to the provisions of clause 2302, a nurse may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.

2416 Pre-Retirement Leave

1) Effective September 5th, 2011

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 with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (iv) terminate employment at any time due to permanent disability

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

Subject to the above, pre-retirement leave for any period of layoff with the Employer 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 with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (iv) terminate employment at any time due to permanent disability

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

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

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

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

- (c) Calculation of pre-retirement leave entitlement shall begin from the date of the nurse's last commencing employment at the Facility and shall be based on the nurse's total length of continuous employment with the Employer on the date of retirement under (a) and (b) (i)(ii) and (iii) or date of termination under (a) and (b) (iv) above.
- (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 lump sum payment. NOTE: Where a nurse chooses to take the lump sum payment, the retirement date shall be her/his last day worked.
- (e) Where a nurse is entitled to pre-retirement leave in accordance with the conditions listed above, and the nurse dies prior to receiving this benefit, it is understood that the pre-retirement leave benefit shall be paid to her/his estate.

ARTICLE 25 -- SENIORITY

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

2502 This clause is intentionally left blank.

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

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

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

2504

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

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

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

2505

The seniority of a nurse will terminate if:

- (i) she/he resigns;
- (ii) she/he is discharged, and not reinstated under the grievance procedure;
- (iii) she/he is laid off for more than five (5) years;
- (iv) she/he fails to report for duty within seven (7) days after notification to do so, subject to clause 2706;
- (v) she/he fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason.
- (vi) she/he obtains a permanent position outside the bargaining unit; or a term position outside the bargaining unit which is greater than fifty-four (54) weeks.
- (vii) she/he is absent for three (3) consecutive working days without valid reason;

2506

If a nurse is retained beyond the probationary period, her/his seniority will date from her/his first day of employment at the Facility.

2507

The Employer shall once annually, by January 31st, provide the Union with a seniority listing of names of nurses within the scope of this Collective Agreement together with the length of each nurse's continuous employment with the facility. Any alleged errors in the list will be reviewed by the Employer and confirmed errors will be 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, except where any of the provisions of clause 2602 apply.

- 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 regular pay in lieu of notice.

ARTICLE 27 -- LAYOFF AND RECALL

2701 If the Employer determines it necessary to reduce staffing, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Employer and the Union.

2702 If the Employer determines it necessary to reduce staffing, 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 by personal service or by registered mail to the nurse(s) concerned and a copy of the notice forwarded to the Union. Notice shall be as follows:

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

A nurse who is on layoff shall not be entitled to notice of lay off when she/he comes back to work on an incidental basis.

2704 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 Collective Agreement and shall be required to comply with all provisions of this Collective Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

2705 No layoff of full-time or part-time nurses shall occur when casual nurses are being employed, unless no full-time or part-time nurse on staff is qualified, competent and willing to fill the position(s) in question.

Notwithstanding clause 3402, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided she/he is qualified, competent and willing to perform the required work. The available shifts accepted by the nurse on layoff may equal the nurse's regular E.F.T. commitment.

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

(a) vacation pay shall be calculated in accordance with clause 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:

$$\frac{\text{Additional available hours worked by the laid-off nurse}}{\text{Full-time hours}} \times \text{Entitlement of Full-time Nurse}$$

(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 four point six two percent (4.62%) of the regular rate of 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 pay cheque,

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

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

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

2706 No new nurses will be hired when other nurses are on layoff except for reasons of a special skill requirement.

2707 Nurses shall be recalled in seniority order provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for one (1) week's notice to report back to work. Notwithstanding clause 3001, the above mentioned available positions shall not be posted while nurse(s) are on layoff.

The nurses affected will contact the Administrator/Director of Care or her/his designate by telephone not later than three (3) days before the date on which they are due to return to work. Failure to notify as above shall result in the nurse being placed last on the recall list.

A nurse being placed last on the recall list who is subsequently recalled to work and who fails to report for duty as scheduled without valid reason shall have her/his 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 her/his seniority rights, subject to her/his ability, performance and qualification, to displace a nurse in a position of equal or lower occupational 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.

ARTICLE 28 -- PROMOTION AND REASSIGNMENT

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

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

2803 The first three (3) calendar months following a nurse's promotion shall be considered to be a trial period. During the first six (6) weeks of this trial period, the nurse may return to her/his former position at her/his request or be returned to her/his former position by the Employer. During the last six (6) weeks of this trial period, she/he may return to her/his former occupational classification at her/his request or be returned to her/his former occupational classification by the Employer.

2804 In the event of a temporary lateral reassignment being necessitated by an unforeseen staffing shortage on a nursing unit, this reassignment will be made as close to the commencement of the shift as possible. Selection of the nurse to be reassigned shall be based on ability and experience and shared as equally as possible.

Orientation of sufficient duration, if required, will be provided to assist the nurse in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment and emergency response plans.

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 provide the nurse with reasonable advance notice of the nature of the complaint. The nurse may be accompanied at the meeting by a Union representative(s) chosen by her/him which may include a member of the Local Executive and/or a MNU Labour Relations Officer. In the event that the Union Representative(s) is/are unavailable to meet at the time set by Management, the Employer agrees to postpone the meeting for a reasonable period to facilitate the Union Representative(s) attendance at the meeting.

The Union agrees that any related delay in imposition of discipline shall not prejudice the Employer's ability to discipline the nurse when the meeting is eventually held.

2902 If the disciplinary action referred to clause 2901 results in a written warning, or the suspension or the demotion or the dismissal of a nurse, the Employer shall notify the nurse in writing of the action taken and the reasons for, and such written notice shall be presented in person to the nurse. If a meeting with the nurse for this purpose is not possible due to actions of the nurse, the Employer may deliver the written notice by registered mail.

2903 A nurse who is demoted due to inadequate performance shall be paid at the step of the lower paid occupational classification that corresponds to her/his level of experience.

2904 If a nurse is reclassified to a lower paid occupational classification because of changing conditions within the Facility, she/he will retain her/his current basic salary until the salary scale of the lower paid occupational classification reaches her/his current basic salary.

The application of this provision as it relates to the layoff/recall procedure shall be limited to a three (3) year period from the date the nurse assumes a position in the lower paid occupational classification or until the salary scale of the lower paid occupational classification reaches her/his current basic salary, whichever occurs first.

2905

- (a) A nurse, accompanied by a union representative if she/he so elects, may examine her/his personnel file. A representative of the Employer may be present during this examination. Upon request, an exact copy of the specified documents in the nurse's personnel file shall be provided to the nurse.
- (b) A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in her/his personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter.
- (c) Any nurse who has been terminated may examine her/his file pursuant to the clause 2905(a) as long as the examination and request for copies of document(s) is made within sixty (60) days of the date of her/his termination.

2906

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

ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS

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

3002 The Employer will be required to post a job posting 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, or
- (b) a transfer resulting from another job posting, or
- (c) a term position due to a leave of absence where less than four (4) weeks notice has been given for the leave of absence.

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 job posting.

Seniority shall be considered as the governing factor in vacancy selection, promotions, transfers and demotions provided that all other selection criteria are equal. 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 occupational classification to another.

3004 Each nurse who applies for a job posting will be notified in writing of the disposition of her/his application.

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

The name of the successful applicant and the position awarded will be posted on the bulletin board for a period of seven (7) calendar days with a copy of this information forwarded to the Union.

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 Human Resources Consultant to why she/he was not selected for an interview.

3006

- (a) A term position is a position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of sixty (60) weeks, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under the memorandum of understanding regarding employment security, or as otherwise mutually agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.
- (b) 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.

- (c) The maximum duration specified in clause 3006(a) 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 or the nurse relinquishes her/his position and remains on leave. Any term positions directly resulting from the above procedure will be posted in the same manner.
- (d) In case a nurse on maternity or parental leave wants to exercise her/his right to return from such leave earlier than anticipated, having given appropriate notice as per clause 2408(g), 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.
- (e) 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.
- (f) On expiry of the term position the nurse:
- (i) newly hired from outside the facility or a casual nurse from within the facility shall be entitled to exercise her/his seniority rights to obtain any vacant position for which she/he is qualified without interruption of seniority or benefits if the position commences within four (4) weeks of the expiry of the term position;
 - (ii) who was employed by the Employer immediately prior to accepting the term position shall return to her/his former position if reasonably possible. A nurse not returned to her/his former position shall be returned to her/his former occupational classification and employment status.

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 once every two (2) years. Upon request, the nurse shall be given an exact copy of the performance appraisal.

3202 The nurse shall have an opportunity to read her/his performance appraisal.

3203 The nurse's signature on her/his performance appraisal merely signifies that the contents of the document have been read.

3204 If the nurse disputes the performance appraisal, she/he may file a reply to the document in accordance with Article 29, with a copy to the Administrator/Director of Care, and/or she/he may file a grievance under Article 12 of this Collective 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 the Employer policy.

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

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

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 by seniority unless the part-time nurse has already worked in that day.

3403 A part-time nurse called back to work hours in excess of a shift (as defined in clause 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 she/he starts to work to the beginning of her/his 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:

$$\frac{\text{Hours Paid at Regular Rate of Pay (during vacation year)}}{\text{Full-time Hours (2080 hrs)}} \times \text{Entitlement of a Full-time Nurse}$$

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

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

$$\frac{\text{Regular Hours Worked by Part-time Nurses}}{\text{Full-time Hours}} \times \text{Entitlement of Full-time Nurses}$$

3407 Part-time nurses will be paid four point six-two percent (4.62%) of their regular 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 her/his last increment, or her/his starting date as the case may be) on the basis of one (1) increment for each 1387 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1387 hours worked, it shall be applied to the pay period next following completion of 1387 hours worked.

3409 Seniority accumulated by a part-time nurse up to March 7, 1984, shall be retained; and effective March 8, 1984, seniority will be calculated in accordance with regular hours worked.

3410 Subject to clause 3805 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 current date of her/his last increment, or starting date as the case may be; or

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

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

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

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

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES

3501 A casual nurse is a nurse called in occasionally by the Employer to replace a full-time or part-time nurse and/or to supplement regular staff coverage in situations of unforeseen staff shortage.

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

3503

(a) Casual nurses shall be paid in accordance with the salaries specified in Appendices "A" and "B" and shall receive a starting salary as described in Article 38.

(b) (i) A casual nurse shall receive increments (calculated from the date of her/his last increment or her/his starting date as the case may be) on the basis of one (1) increment for each 1387 hours worked. Such increment shall be applied to the pay period next following completion of 1387 hours worked.

(ii) A casual nurse hired after September 22, 2005 shall receive increments (calculated from the date of her/his last increment or her/his starting date as the case may be), on the basis of one (1) increment for each 2080 hours worked. Such increment shall be applied to the pay next following completion of 2080 hours worked.

3504 When a nurse elects to terminate her/his full-time or part-time position and immediately applies for and is accepted to casual employment status, the following conditions will apply:

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

3505 Casual nurses will be entitled to:

- (a) compensation for overtime worked in accordance with Article 16;
- (b) shift premium and weekend premium outlined in Article 17;
- (c) Responsibility Pay premium outlined in Article 19;
- (d) Transportation allowance outlined in Article 20;
- (e) the rights outlined in clauses 2905, 2906 and 2907;
- (f) the Employer Sponsored Education Allowance in clause 2407(c);
- (g) Legal and Investigative Proceedings in Article 2410.

3506 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 regular rate of pay. Casual nurses required to work on Remembrance Day shall be paid at the rate of double their regular rate of pay.

3507 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 clause 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.

3508 A casual nurse reporting for work and finding no work available will be guaranteed three (3) hours pay at her/his regular rate of pay.

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

3510 Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position in accordance with clause 3006 (a), she/he 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 Collective Agreement shall be applicable to the graduate nurse, graduate practical nurse and graduate psychiatric nurse except as follows:

3601 Termination:

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

3602 Salaries and Increments of the Graduate Nurse, Graduate Practical Nurse and Graduate Psychiatric Nurse:

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

3603 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 RN/RPN start rate and upon providing proof of registration in Manitoba not later than six (6) months following commencement of her/his employment, shall receive recognition of previous experience as specified in clause 3803, retroactive to the date of his/her employment.

- (b) When registration of a nurse in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory is obtained later than (6) 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 six (6) months following commencement of her/his employment, shall receive recognition of previous experience as specified in clause 3803, retroactive to the date of his/her employment.
- (d) When registration of a nurse in good standing as a Licensed Practical Nurse in another province, country or territory is obtained later than six (6) months but before one (1) year, the anniversary date shall be the date on which registration is obtained.

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 salary shall be allowed at a time determined by the Employer for such medical examinations and laboratory tests.

3703 With the approval of the Employer, a nurse may choose to be examined by a physician of her/his own choice at her/his own expense as long as the Employer receives a statement from the physician as to the ability of the nurse to perform her/his duties.

3704 Time off for medical and dental examinations and/or treatments may be granted and such time off shall be chargeable against accumulated income protection credits.

ARTICLE 38 -- SALARIES AND INCREMENTS

3801 Nurses shall be paid in accordance with the Appendix "A", forming part of the Collective Agreement.

3802

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

3803 Applicable to Registered Nurses, Registered Psychiatric Nurses and Licensed Practical Nurse:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2080 hours	Start Rate
2080 hours within past 4 years	1 Year Rate
4160 hours within past 5 years	2 Year Rate
6240 hours within past 6 years	3 Year Rate
8320 hours within past 6 years	4 Year Rate
10,400 hours within past 7 years	5 Year Rate

- (b) The starting basic salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous geriatric or medical experience as a Licensed Practical Nurse shall commence at the RN/RPN start rate specified in Appendix "A", and after not more than three (3) months from the date of commencement of her/his employment as a Registered Nurse/Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with her/him, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

3804 Starting salaries, as specified above, are to be regarded as minimum and shall not prevent the Employer from granting a higher starting salary to any nurse when, in the judgment of the Employer, additional experience or other qualifications so warrant it.

3805 Increments:

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

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

3806 The Employer will inform the Union of any new occupational classification(s) which come under the scope of this Collective Agreement, or if there is a substantial change in the job content of an existing occupational classification falling within the bargaining unit, and the Employer will inform the Union of the proposed basic rates of pay for such occupational classification(s). 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; this timeframe may be extended by mutual agreement between the Employer and the Union. If the parties are unable to reach agreement concerning the basic 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 commencing at clause 1302.

3807 Retroactivity

Should there be retroactive wage 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 sixty (60) days of ratification of the Collective Agreement, nurses who have terminated employment with the Employer shall be entitled to retroactive pay.

ARTICLE 39 -- EMPLOYEE BENEFIT PROGRAM

3901 The Employer and the Union agree to continue the HEBP - Dental Plan on a 50-50 cost shared basis.

3902 Disability & Rehabilitation:

- (a) The parties recognize and agree to continue the HEBP Disability and Rehabilitation (D&R) Plan.
- (b) The Employer will pay the entire premium to a maximum of 2.3 %
- (c) 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 D & R Plan benefits. It is understood that the elimination period for the D & R 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 Registered Retirement Savings Plan (RRSP):

The Employer and nurse contributions to the RRSP shall be as follows:

Effective September 5, 2011, the matching contribution rates for the nurses and the Employer shall be 5.5% of gross basic earnings up to the Canada Pension Plan Yearly Maximum Pensionable Earnings (YMPE) and 7.0% of gross basic earnings over the YMPE.

Effective April 1, 2012 the matching contribution rates for the nurses and the Employer shall be 5.9% of gross basic earnings up to the Canada Pension Plan Yearly Maximum Pensionable Earnings (YMPE) and 7.4% of gross basic earnings over the YMPE.

Effective April 1, 2013 the matching contribution rates for the nurses and the Employer shall be 6.1% of gross basic earnings up to the Canada Pension Plan Yearly Maximum Pensionable Earnings (YMPE) and 7.6% of gross basic earnings over the YMPE.

3904 The Employer and the Union agree to continue the HEBP Healthcare Plan. Nurses shall pay 50% of the cost of the premiums in accordance with the terms of the Plan. The Healthcare Plan shall include the Health Spending Account which is 100% Employer paid.

3905 A Health Spending Account (HSA) which is 100% Employer paid shall continue to be made available for eligible nurses. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP “Enhanced” Extended Health Benefit Plan and the HEBP Dental Plan.

The annual HSA benefit amounts shall be:

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

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

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

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

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

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

3906

- (a) Participation in the benefits plans is subject to the provisions of the individual benefit plan.
- (b) Any problems with regard to the insurer(s) acknowledging or honouring any claim(s) is a matter between the nurse and the insurer. The Employer has no liability to honour claim(s) rejected by the insurer(s).

ARTICLE 40 -- OVERPAYMENTS

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

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

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

ARTICLE 41 -- STAFF DEVELOPMENT

4101 The Employer shall provide during the normal hours of work a planned orientation program for nurses newly employed including such essential information as policies and procedures that apply in the place of employment, location of supplies and equipment, fire and disaster plans.

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

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

APPENDIX "A" -- SALARIES

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

Monthly salaries include the addition of 2% Long Service Step

November 1, 2013	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Licensed Practical Nurse	50773.378	52434.639	54074.277	56067.784	57895.198	59935.639	61917.517	63155.867
	24.410	25.209	25.997	26.956	27.834	28.815	29.768	30.363
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Registered Nurse/Registered Psychiatric Nurse	66327.933	68642.853	70965.025	73384.704	75750.213	77952.812	80606.685	82218.819
	5527.328	5720.238	5913.752	6115.392	6312.518	6496.068	6717.224	6851.568
	31.888	33.001	34.118	35.281	36.418	37.477	38.753	39.528
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
RN/RPN 20 Years Service	67654.491	70015.710	72384.325	74852.398	77265.217	79511.868	82218.819	
	5637.874	5834.642	6032.027	6237.700	6438.768	6625.989	6851.568	
	32.526	33.661	34.800	35.987	37.147	38.227	39.528	
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant	68848.730	71170.903	73594.149	75959.658	78155.417	80549.802	83020.041	84680.441
	5737.394	5930.909	6132.846	6329.971	6512.951	6712.483	6918.337	7056.703
	33.100	34.217	35.382	36.519	37.575	38.726	39.913	40.712
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant 20 Years Long Service	70225.705	72594.321	75066.032	77478.851	79718.525	82160.798	84680.441	
	5852.142	6049.527	6255.503	6456.571	6643.210	6846.733	7056.703	
	33.762	34.901	36.089	37.249	38.326	39.500	40.712	

APPENDIX "A" -- SALARIES

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

Monthly salaries include the addition of 2% Long Service Step

November 1, 2014 – 2%	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Licensed Practical Nurse	51788.845	53483.332	55155.762	57189.140	59053.102	61134.352	63155.867	64418.984
	4315.737	4456.944	4596.314	4765.762	4921.092	5094.529	5262.989	5368.249
	24.898	25.713	26.517	27.495	28.391	29.392	30.363	30.971
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Registered Nurse/Registered Psychiatric Nurse	67654.491	70015.710	72384.325	74852.398	77265.217	79511.868	82218.819	83863.195
	5637.874	5834.642	6032.027	6237.700	6438.768	6625.989	6851.568	6988.600
	32.526	33.661	34.800	35.987	37.147	38.227	39.528	40.319
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
RN/RPN 20 Years Service	69007.581	71416.024	73832.012	76349.446	78810.521	81102.105	83863.195	
	5750.632	5951.335	6152.668	6362.454	6567.543	6758.509	6988.600	
	33.177	34.335	35.496	36.706	37.890	38.991	40.319	
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant	70225.705	72594.321	75066.032	77478.851	79718.525	82160.798	84680.441	86374.050
	5852.142	6049.527	6255.503	6456.571	6643.210	6846.733	7056.703	7197.838
	33.762	34.901	36.089	37.249	38.326	39.500	40.712	41.526
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant 20 Years Long Service	71630.219	74046.207	76567.353	79028.428	81312.896	83804.014	86374.050	
	5969.185	6170.517	6380.613	6585.702	6776.075	6983.668	7197.838	
	34.438	35.599	36.811	37.994	39.093	40.290	41.526	

APPENDIX "A" -- SALARIES

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

Monthly salaries include the addition of 2% Long Service Step

May 1, 2015 – 1.1%	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Licensed Practical Nurse	52358.523	54071.649	55762.475	57818.220	59702.686	61806.830	63850.582	65127.593
	25.172	25.996	26.809	27.797	28.703	29.715	30.697	31.311
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Registered Nurse/Registered Psychiatric Nurse	68398.691	70785.882	73180.553	75675.775	78115.134	80386.498	83123.226	84785.690
	5699.891	5898.824	6098.379	6306.315	6509.595	6698.875	6926.935	7065.474
	32.884	34.032	35.183	36.383	37.555	38.647	39.963	40.762
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
RN/RPN 20 Years Service	69766.664	72201.600	74644.164	77189.290	79677.437	81994.228	84785.690	
	5813.889	6016.800	6220.347	6432.441	6639.786	6832.852	7065.474	
	33.542	34.712	35.887	37.110	38.306	39.420	40.762	
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant	70998.188	73392.858	75891.758	78331.118	80595.429	83064.567	85611.926	87324.165
	5916.516	6116.072	6324.313	6527.593	6716.286	6922.047	7134.327	7277.014
	34.134	35.285	36.486	37.659	38.748	39.935	41.160	41.983
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant 20 Years Long Service	72418.151	74860.715	77409.593	79897.741	82207.338	84725.858	87324.165	
	6034.846	6238.393	6450.799	6658.145	6850.611	7060.488	7277.014	
	34.816	35.991	37.216	38.412	39.523	40.734	41.983	

APPENDIX "A" -- SALARIES

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

Monthly salaries include the addition of 2% Long Service Step

November 1, 2015 – 2%	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Licensed Practical Nurse	53405.693	55153.082	56877.725	58974.585	60896.740	63042.966	65127.593	66430.145
	25.676	26.516	27.345	28.353	29.277	30.309	31.311	31.938
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Registered Nurse/Registered Psychiatric Nurse	69766.664	72201.600	74644.164	77189.290	79677.437	81994.228	84785.690	86481.404
	5813.889	6016.800	6220.347	6432.441	6639.786	6832.852	7065.474	7206.784
	33.542	34.712	35.887	37.110	38.306	39.420	40.762	41.578
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
RN/RPN 20 Years Service	71161.998	73645.632	76137.047	78733.076	81270.986	83634.113	86481.404	
	5930.166	6137.136	6344.754	6561.090	6772.582	6969.509	7206.784	
	34.212	35.407	36.604	37.852	39.073	40.209	41.578	
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant	72418.151	74860.715	77409.593	79897.741	82207.338	84725.858	87324.165	89070.648
	6034.846	6238.393	6450.799	6658.145	6850.611	7060.488	7277.014	7422.554
	34.816	35.991	37.216	38.412	39.523	40.734	41.983	42.822
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant 20 Years Long Service	73866.514	76357.930	78957.785	81495.695	83851.485	86420.375	89070.648	
	6155.543	6363.161	6579.815	6791.308	6987.624	7201.698	7422.554	
	35.513	36.711	37.960	39.181	40.313	41.548	42.822	

APPENDIX "A" -- SALARIES

Hourly salary calculated as (monthly salary x 12) ÷ annual hours. Annual hours = 2080
 Monthly salaries include the addition of 2% Long Service Step

November 1, 2016 – 2%	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Licensed Practical Nurse	54473.807	56256.143	58015.279	60154.077	62114.675	64303.826	66430.145	67758.748
	4539.484	4688.012	4834.607	5012.840	5176.223	5358.652	5535.845	5646.562
	26.189	27.046	27.892	28.920	29.863	30.915	31.938	32.576
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Registered Nurse/ Registered Psychiatric Nurse	71161.998	73645.632	76137.047	78733.076	81270.986	83634.113	86481.404	88211.032
	5930.166	6137.136	6344.754	6561.090	6772.582	6969.509	7206.784	7350.919
	34.212	35.407	36.604	37.852	39.073	40.209	41.578	42.409
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
RN/RPN 20 Years Service	72585.238	75118.545	77659.788	80307.737	82896.406	85306.795	88211.032	
	6048.770	6259.879	6471.649	6692.311	6908.034	7108.900	7350.919	
	34.897	36.115	37.336	38.609	39.854	41.013	42.409	
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant	73866.514	76357.930	78957.785	81495.695	83851.485	86420.375	89070.648	90852.061
	6155.543	6363.161	6579.815	6791.308	6987.624	7201.698	7422.554	7571.005
	35.513	36.711	37.960	39.181	40.313	41.548	42.822	43.679
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant 20 Years Long Service	75343.845	77885.088	80536.941	83125.609	85528.514	88148.783	90852.061	
	6278.654	6490.424	6711.412	6927.134	7127.376	7345.732	7571.005	
	36.223	37.445	38.720	39.964	41.119	42.379	43.679	

APPENDIX "A" -- SALARIES

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

Monthly salaries include the addition of 2% Long Service Step

May 1, 2017 – 1%	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Licensed Practical Nurse	55018.545	56818.705	58595.432	60755.617	62735.822	64946.864	67094.447	68436.336
	4584.879	4734.892	4882.953	5062.968	5227.985	5412.239	5591.204	5703.028
	26.451	27.317	28.171	29.209	30.161	31.224	32.257	32.902
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Registered Nurse/Registered Psychiatric Nurse	71873.618	74382.088	76898.418	79520.407	82083.696	84470.454	87346.218	89093.142
	5989.468	6198.507	6408.201	6626.701	6840.308	7039.205	7278.851	7424.429
	34.555	35.761	36.970	38.231	39.463	40.611	41.993	42.833
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
RN/RPN 20 Years Service	73311.090	75869.730	78436.386	81110.815	83725.370	86159.863	89093.142	
	6109.258	6322.478	6536.365	6759.235	6977.114	7179.989	7424.429	
	35.246	36.476	37.710	38.996	40.253	41.423	42.833	
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant	74605.180	77121.509	79747.363	82310.652	84689.999	87284.579	89961.354	91760.582
	6217.098	6426.792	6645.614	6859.221	7057.500	7273.715	7496.780	7646.715
	35.868	37.078	38.340	39.572	40.716	41.964	43.251	44.116
	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	20 YEAR
Clinical Resource Nurse/Mental Health Consultant 20 Years Long Service	76097.283	78663.939	81342.310	83956.865	86383.799	89030.271	91760.582	
	6341.440	6555.328	6778.526	6996.405	7198.650	7419.189	7646.715	
	36.585	37.819	39.107	40.364	41.531	42.803	44.116	

Note: After December 1, 2012, any nurse who attains 20 years of service with the employer (as defined in Clause 2105) but is not on the top step of their current classification scale due to reclassification (LPN to RN/RPN) or promotion, will be moved to the exact same step of the “20 Year Scale” for their current classification (i.e. Step 4 to Step 4). Increments will apply as per the normal terms of the collective agreement.

After December 1, 2012, any nurse who has attained 20 years of service with the employer (as defined in Clause 2105) and who is at the 20 year step of their classification and who subsequently upgrades their skills (LPN to RN/RPN) or is promoted, will have the appropriate terms of the collective agreement applied for the purpose of setting basic salary in the new classification. The nurse will then be moved to the exact same step on the “20 Year Scale” for the new classification (i.e. Step 4 to Step 4). Increments will apply as per the normal terms of the collective agreement.

APPENDIX "B" -- ACADEMIC ALLOWANCES

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

\$0.288 per hour for all paid hours

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

\$0.577 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:

\$0.865 per hour for all paid hours

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

- C.1 Occupational classifications are as follows:
- (a) **RN/RPN** -- A Registered Nurse or a Registered Psychiatric Nurse employed in a general duty position or its equivalent.
 - (b) **L.P.N.** -- A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurses Act of Manitoba.
 - (c) **Mental Health Consultant:** - a RPN (or if funded RN) employed in a consultant position.
 - (d) **Clinical Resource Nurse** - a RN or RPN employed as a Clinical Instructor and Resource Nurse.

APPENDIX "D" – DEFINITION OF FAMILY MEMBER FOR COMPASSIONATE CARE LEAVE

Consistent with clause 2415 (e), the following will be eligible family members for Compassionate Care Leave:

Family members

You can receive compassionate care benefits to care for your:	Or to care for the following family members of your spouse or common-law partner
Child	Child
Wife/husband or common-law partner	
Father or mother	Father or mother either married or common-law
Father's wife or mother's husband	
The common-law partner of your father or mother	
Brothers or sisters and stepbrothers and stepsisters	Brothers or sisters and stepbrothers and stepsisters
Grandparents and step grandparents	Grandparents
Grandchildren and their spouse or common-law partner	Grandchildren
Son-in-law and daughter-in-law, either married or common-law	Son-in-law and daughter-in-law, either married or common-law
Father-in-law and mother-in-law, either married or common-law	
Brother-in-law and sister-in-law, either married or common-law	
Uncle and aunt and their spouse or common-law partner	Uncle and aunt
Nephew and niece and their spouse or common-law partner	Nephew and niece
Current or former foster parents	Current or former foster parents
Current or former foster children and their spouse or common-law partner	
Current or former wards	Current or former wards
Current or former guardians or tutors and their spouse or common-law partner	

A nurse can also take Compassionate Care leave to care for a gravely ill person who considers the nurse like a family member. For instance a close friend or neighbour.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
VISTA PARK LODGE
AND
VISTA PARK NURSES LOCAL 78
OF THE MANITOBA NURSES' UNION**

Re: Manitoba Health Premiums

It is agreed that if Manitoba Health premiums are introduced during the life of the Collective Agreement expiring on October 31, 2017, the parties will meet to discuss and decide on an equitable sharing of the cost of these premiums.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
VISTA PARK LODGE
AND
VISTA PARK NURSES LOCAL 78
OF THE MANITOBA NURSES' UNION**

Re: Portability Provisions for Nurses Employed with Extencicare in Manitoba

A nurse who is/was employed with Extencicare in Manitoba and who has successfully completed her/his probationary period and is awarded a position with another Extencicare home and commences employment at the receiving home within three (3) weeks of termination of employment will be entitled to portability of benefits as specified below:

1. Accumulated income protection credits to the maximum allowed under the receiving Collective Agreement;
2. Length of employment for determination of her/his vacation accrual rate under the receiving Collective Agreement. Vacation will be paid at the sending facility.
3. Anniversary date of employment for determination of her/his next increment under the receiving Collective Agreement;
4. Enrolment in a benefit plan(s) subject to the terms of the given benefit plan under the receiving Collective Agreement;
5. Seniority credit subject to the receiving Collective Agreement;
6. Recognition of having successfully completed her/his probationary period under the sending Collective Agreement;
7. Repayment of Maternity Leave Top-up;
8. Length of employment applicable to pre-retirement leave.

It shall be the responsibility of the nurse to submit a written request to the sending Extencicare Employer for a statement of the foregoing items within 30 days of termination of her/his employment and request that the statement be sent to the receiving Extencicare Employer, otherwise she shall not be entitled to the foregoing.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
VISTA PARK LODGE
AND
VISTA PARK NURSES LOCAL 78
OF THE MANITOBA NURSES' UNION**

Re: Agency Nurses

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

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

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

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
VISTA PARK LODGE
AND
VISTA PARK NURSES LOCAL 78
OF THE MANITOBA NURSES' UNION**

Re: Employment Security

1. Should the Employer plan to alter the delivery of health care and/or reduce the current complement of nurses, it will notify the Union in writing at least ninety (90) days in advance.
2. In the event of planned employee reductions, the Union and the Employer will meet within twenty (20) days of the above date to examine the issue.
3. Should the Employer decide to proceed with the reduction of nurses, it will meet with the Union within five (5) days to develop the process for the reductions.
4. The principle of attrition in the process will be examined by the Employer and the Union.
5. Where reductions cannot be dealt with through attrition, clause 2706 shall apply. Should the nurse choose to not exercise seniority rights under clause 2706, then layoff in accordance with Article 27 shall apply.
6. In the event of #5 above occurring or in the event of the closure of the facility, the Employer and the Union will jointly investigate opportunities for the funding of retraining and redeployment of affected nurses.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
VISTA PARK LODGE
AND
VISTA PARK NURSES LOCAL 78
OF THE MANITOBA NURSES' UNION**

Re: Date of Ratification

The ratification date of the current Collective Agreement occurred on July 2, 2015.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
VISTA PARK LODGE
AND
VISTA PARK NURSES LOCAL 78
OF THE MANITOBA NURSES' UNION**

Re: Provisions for Part-time Nurse Occupying more than one Position Within a Facility

For the term of the Collective Agreement expiring October 31, 2017, the Employer and the Union agree to the following terms for a part-time nurse occupying more than one (1) position within a Facility:

- (a) Part-time nurses shall be eligible to apply for and be awarded 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. If approved, it is understood that at no time will arrangements arising under this Memorandum be considered in violation of the Collective Agreement.
- (b) At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. However, it is agreed that daily hours within the positions may be scheduled to a maximum of twelve (12) hours in any one day, at the nurse's regular rate of pay, with mutual agreement between the Employer, the nurse and the Union. Notwithstanding the above, it is understood that a nurse who works more than the normal full-time hours in two (2) consecutive bi-weekly periods shall be compensated for the excess hours in accordance with Article 16.
- (c) Where the sum of the positions occupied equals one (1.0) EFT, the status of the nurse will continue to be part-time (i.e., her/his 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 clause.
- (d) All salary-based benefits, i.e., pension and LTD, as applicable, shall be administered pursuant to the Collective Agreement on the basis of the total of all positions occupied.
- (e) All accrued benefits, i.e., vacation and income protection credits, shall be maintained and utilized on the basis of the total of all positions occupied.

- (f) Requests for scheduling of vacation shall be submitted to the Director of Care (or designate) and the said requests will be considered by the Director of Care (or designate) in accordance with the provisions of clause 2109 based upon the nurse's seniority within each nursing unit/department where her positions are regularly scheduled.
- (g) Requests for unpaid or paid leaves of absence shall be submitted to the Director of Care (or designate) and shall be considered by the Director of Care (or designate) in accordance with the appropriate provisions of the Collective Agreement.
- (h) A nurse may hold more than one (1) position only within the same occupational classification.
- (i) Where a part-time nurse is later found to be unable to fulfill the commitment and responsibilities of the position(s), the affected nurse may be required by the Employer to or may, herself, relinquish one (1) of the positions occupied without any recourse to layoff provisions of the Collective Agreement. In any event, the nurse will be given or will give two (2) weeks written notice to relinquish the position.

FOR THE EMPLOYER:

FOR THE UNION:

FOR THE MANITOBA NURSES' UNION:

Signed the _____ day of _____, 2016.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
VISTA PARK LODGE
AND
VISTA PARK NURSES LOCAL 78
OF THE MANITOBA NURSES' UNION**

Re: Independent Assessment Committee (IAC) Chairpersons

For the term of the Collective Agreement expiring October 31, 2017, the Employer and the Union agree to the following roster of Independent Assessment Committee (IAC) Chairpersons in consideration of clause 1104.

- Nancy Brown
- Jan Currie
- Judy Kaprowy
- Brenda Lesyk
- Yvonne Oxer
- Laverne Sturtevant