

# **COLLECTIVE AGREEMENT**

BETWEEN

**PINAOW WACHI INC. PERSONAL CARE HOME**

AND

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

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**October 1, 2021 to September 30, 2025**



**A COMMITMENT TO CARING**

THIS AGREEMENT made between:

PINAOW WACHI INC. PERSONAL CARE HOME  
(hereinafter referred to as the "Employer")

OF THE FIRST PART

and

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

OF THE SECOND PART

## **PREAMBLE**

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

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

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

## **ARTICLE 1 - SCOPE OF RECOGNITION**

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

## **ARTICLE 2 - EXPIRATION AND RENEWAL**

**201** This Collective Agreement shall be in full force and effect from the 1<sup>st</sup> day of October, 2021, up to and including the 30<sup>th</sup> day of September, 2025.

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

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

### **ARTICLE 3 - DEFINITIONS**

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

**302** Employment status of nurses shall be defined as:

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

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

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

**305** In the interpretation of this Collective Agreement, the gender neutral pronouns "their", "them", "they" used herein shall mean and include all persons, and the singular shall include the plural and vice versa as applicable.

**306** A "Registered Nurse" or a "Nurse Practitioner" (Registered Nurse Extended Practice) is a person entitled to practice under the Regulated Health Professions Act of Manitoba.

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

**308** A "Registered Psychiatric Nurse" is a person entitled to practice under the Registered Psychiatric Nurses' Act of Manitoba.

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

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

**311** **Definition of Continuous Service/Length of Employment**

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

## **ARTICLE 4 - MANAGEMENT RIGHTS**

**401** The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of patient care; the right to direct the work of its nurses; the right to hire, classify, assign to nursing positions and promote; the right to determine job content and the number of nurses in a nursing unit; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to

make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

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

## **ARTICLE 5 - UNION SECURITY AND REPRESENTATION**

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

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

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

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

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

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

**503** When a nurse makes known to the Employer or the Union that they are a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any

union or professional association, the matter shall be dealt with in accordance with Section 76(3) of the Labour Relations Act of Manitoba.

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

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

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

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

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

**509** Copies of the 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. Such notice boards shall be located in each building within the site where members of the bargaining unit are regularly employed. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.

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

**512** A representative of the Union shall be granted not less than 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 management representative may be present during this period.

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

## **ARTICLE 5A - NO CONTRACTING OUT**

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

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

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

## **ARTICLE 6 - CONTINUANCE OF OPERATIONS**

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

## **ARTICLE 7 - NON DISCRIMINATION**

**701** It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practiced by the Employer or any nurse by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, family relationship, mental/physical handicap, nor by reason of their membership or non-membership or activity in the Union or any applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba, which may be amended from time to time.

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

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

## **ARTICLE 7A - HEALTH AND SAFETY**

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

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

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

**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 within ninety-six (96) hours after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

There shall be a policy supporting a Respectful Workplace and zero tolerance of staff abuse which shall be reviewed annually by the Workplace Health and Safety Committee. Such policy shall address the issue of communication strategies, which will include signage. The Employer's Respectful Workplace policy shall include a commitment to conclude the investigation as quickly as is reasonably possible.

Any nurse who suffers a workplace injury or harmful exposure shall report this to the immediate supervisor and to the Employer. The Employer shall report any workplace injury or harmful exposure suffered by a nurse to the Union no later than ninety-six (96)

hours after the report/notification is made to the Employer. Such report to the Union will include the name of the affected nurse and a brief description as to the mechanism of injury/exposure, subject to the restrictions and requirements of PHIA.

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

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

**7A06** Rehabilitation and Return to Work Program

The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled nurses even when they are not covered under the Long Term Disability Plan (“LTD”), Workers’ Compensation Board (“WCB”) or Manitoba Public Insurance (“MPI”) programs. The Union shall be notified by the Employer if there is a request for rehabilitation and/or return to work program for a nurse. The Employer shall include the Union in the meeting(s) with the nurse to review their program to ensure that the work designated is within their restrictions and limitations.

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

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

- (a) The Employer shall notify the Union at least one hundred and twenty (120) working days before the introduction of the technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on nurse(s).
- (b) The Employer and the Union will meet as soon as possible and not later than ninety (90) working days prior to the intended date of implementation for the purpose of negotiating reasonable provisions to protect the interest of nurse(s) so affected.

- (c) If the Employer and the Union fail to agree upon measures to protect the nurse(s) from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

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

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

## **ARTICLE 9 - CHANGE OF FUNCTION OF NURSING UNIT**

**901** Any issues that arise out of the change of Function of a nursing unit shall include discussions with the Union prior to the implementation of such changes.

## **ARTICLE 10 - EMERGENCY, DISASTER, FIRE PLANS**

### **1001** Emergency

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

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

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

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

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

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

**1002** Drills

(a) Facility disaster, emergency or fire plans brought into effect shall override the provisions of the Agreement provided always that where overtime is worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.

(b) The importance of regular disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is encouraged.

(c) Fire drills and equipment testing shall be held in accordance with the Manitoba Fire Code, and a review of written disaster plan exercises will be conducted at least once annually. The site will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the site emergency, disaster, and fire plans during orientation to the site. An inservice session related to evacuation procedures will be conducted at least once annually.

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

## **ARTICLE 11 - JOINT COMMITTEES**

**1101** The Employer and the Union agree to establish and maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives include the Director of Nursing; Union representatives shall include the President and/or Vice-President of the Local. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The Committee shall meet at the request of either party subject to five (5) days' notice being given. Other persons may be invited to participate as mutually agreed.

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

**1102** Every effort shall be made by both parties to schedule meetings of the Union Management Committee, or any other joint meetings, during regularly scheduled work time.

- (a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Union Management Committee and any other Facility joint committee to which the Union is required to appoint representatives.
- (b) Basic pay or equivalent time off with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Workplace Safety & Health Committee or to perform such other duties as may be specified in The Workplace Safety & Health Act or prescribed by regulation.

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

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

As part of the above paid education days, new Committee Members shall be required to attend a basics course offered by Manitoba Workplace Safety and Health or an equivalent course approved by the Workplace Safety and Health Committee within their first year on the Committee.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

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

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

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

**1204** A nurse or Union representative shall request permission from their immediate supervisor to leave their duties in order to process grievances; they shall report to their immediate supervisor upon their return; they shall be granted this permission when, in the opinion of their immediate supervisor, it will not prejudice care or student education or

require any staff replacement in either area. They shall not suffer loss of salary when engaged in such activities during regular working hours.

**1205**      Discussion Stage:

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

**1206**      Step One:

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

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

**1207**      Step Two:

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

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

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

**1209**      The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the aggrieved nurse and/or the Union. The parties agree that "written consent" includes electronic communications such as email. Confirmation includes indication of a "read receipt" of such communication.

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

## **ARTICLE 13 - ARBITRATION PROCEDURE**

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

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

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

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

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

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

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

**1308** In the event of a grievance alleging unjust layoff, suspension or discharge being referred to arbitration, the Arbitrator or Board of Arbitration shall be authorized to

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

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

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

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

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

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

## **ARTICLE 14 - HOURS OF WORK**

**1401** Seventy-five (75) hours shall constitute a bi-weekly period of work, excluding unpaid meal periods, but including paid rest periods.

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

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

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

agreements shall take the form of an addendum attached to and forming part of this Agreement.

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

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

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

## **ARTICLE 15 - SHIFT SCHEDULES**

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

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

**1503** Night shift shall be considered the first shift of each calendar day in which the majority of hours in the shift are worked after midnight.

**1504** Master rotations shall be planned by the Employer in meaningful consultation with the nurse(s) concerned.

The process for meaningful consultation shall include:

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

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

- (a) a minimum of one (1) regular shifts off between assigned shifts as defined in Article 1404 herein.
- (b) a minimum of two (2) consecutive days off at one time except on a changeover from Day shift to Evening shift, when a single day off may be given.
- (c) a minimum of eight (8) days off within each period of four (4) consecutive weeks.
- (d) alternate weekends off shall be granted as often as reasonably possible.
- (e) a maximum of eight (8) consecutive days of work and preferably less between days off.
- (f) nurses who are required to rotate shifts being assigned to work either Day shift and Evening shift or Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern, whenever reasonably possible.
- (g) A nurse will receive consideration in scheduling to allow them to pursue academic course(s) to further their education. Whenever reasonably possible, subject to resident care requirements, the granting shall be based on the following:
  - (i) they submit their written request at least eight (8) weeks prior to commencing the academic course(s), and
  - (ii) another nurse(s) on the unit is (are) prepared to interchange their 'normally' scheduled shifts for the 'normally' scheduled shifts of the nurse attending the academic course(s), as agreed in writing,

- (iii) upon completion of the academic course(s) each nurse shall revert to their former rotation pattern.

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

## **ARTICLE 16 - OVERTIME**

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

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

**1602** Effective March 24, 2022, each nurse shall be paid at the rate two (2) times their basic salary for all hours of authorized overtime in any one (1) day. A full-time nurse shall receive two (2) times their basic salary for all overtime worked on a scheduled day off. However, notwithstanding Article 1601 above, all overtime worked on a Recognized Holiday shall be paid at two and one-half (2.50) times their basic salary.

**1603** Notwithstanding Articles 1601 and 1602 above, where a nurse works two consecutive shifts, the nurse shall be paid the full hours for both shifts and shall not be required to work an additional thirty (30) minutes. They shall receive pay at the rate of double their basic salary for the additional shift, except when the additional shift is worked on a Recognized Holiday, they shall receive pay at the rate of two and one-half (2.50) times their basic salary for the additional shift

**1604** At the nurse's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the nurse's request, any banked overtime, or portion thereof, shall be paid out on a separate cheque without a surcharge on the dates designated by the Employer. At the nurse's request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. All accumulated overtime must be taken as time off or paid out by March thirty-first (31<sup>st</sup>) of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the nurse in the last pay period of the fiscal year on a separate cheque without a surcharge.

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

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

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

**1607** Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work in accordance with Article 1601.

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

**1609** When a nurse is required to work overtime without advance notice for a period in excess of two (2) hours immediately following their scheduled shift, the Employer shall provide a meal at no cost to the nurse.

## **ARTICLE 17 - SHIFT PREMIUM AND WEEKEND PREMIUM**

### **1701**

(a) An evening shift premium of one dollar and fifty cents (\$1.50) [two dollars (\$2.00) effective March 24, 2022] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and midnight.

(b) A night shift premium of two dollars and fifty cents (\$2.50) [three dollars (\$3.00) effective March 24, 2022] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

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

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

"modified" Evening shift shall mean one that commences at a different time than the majority of Evening shifts worked by nurses. This provision shall be applicable from 1800 hours to the termination of the Day shift on a twelve (12) hour shift pattern.

**1703** A weekend premium of two (\$2.00) dollars per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

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

## **ARTICLE 18 - STANDBY**

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

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

**1803** A nurse actually called back to work when they are on standby/on-call shall be paid for hours worked at the overtime rates, or may, at the nurse's request, be granted time off which is equivalent of overtime rates. The nurse will be guaranteed a minimum of three (3) hours at the overtime rate except when called in within three (3) hours of the commencement of their next shift. In such cases the nurse shall be paid at the overtime rate from the time they started work to the beginning of their shift.

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

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

## **ARTICLE 19 - RESPONSIBILITY PAY**

**1901** A nurse temporarily assigned to perform all or substantially all of the duties of a more senior classification or a nurse designated as being "in charge" will receive an allowance of one dollar (\$1.00) [two dollars (\$2.00) effective March 24, 2022] for each hour worked.

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

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

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

## **ARTICLE 20 - TRANSPORTATION ALLOWANCE**

**2001** Where a nurse is required and authorized to use their privately owned vehicle on the Employer's business they shall be reimbursed forty-nine cents (\$0.49) [fifty-four cents (\$0.54) effective March 24, 2022] per kilometre for all travel from the facility and between work locations.

## **ARTICLE 21 - VACATIONS**

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

The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to three (3) days of their regular vacation for the purpose of taking such time off for personal reasons such as Aboriginal Ceremonies, hunting and gathering purposes, or special occasion, as long as adequate notice is given in order to accommodate scheduling.

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

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

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

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

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

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

- (a) any periods when a nurse is receiving income protection benefits, is on paid vacation, is on paid leave of absence, is on unpaid leave of absence related to illness or disability of up to two (2) years
- (b) any period of Workers' Compensation up to two (2) years
- (c) any period of unpaid leave of absence of up to four (4) weeks
- (d) any period of layoff of less than eighteen (18) weeks
- (e) educational leave of up to two (2) years
- (f) any period of parenting leave.
- (g) any period of leave related to critical illness, as identified in Article 2415.

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

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

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

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

## **ARTICLE 22 - RECOGNIZED HOLIDAYS**

**2201** For purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1<sup>st</sup>), Louis Riel Day (Family Day), Good Friday, Easter Monday, Victoria Day, Canada Day (July 1<sup>st</sup>), the first Monday in August-Terry Fox Day, Labour Day, Thanksgiving Day, Remembrance Day (November 11<sup>th</sup>), Christmas Day (December 25<sup>th</sup>), Boxing Day (December 26<sup>th</sup>), Aboriginal Justice Awareness Day, Aboriginal Veterans Day, Aboriginal Solidarity Day; National Day of Truth and Reconciliation and any other statutory holidays declared by Federal or Provincial authority.

**2202** Whenever a Recognized Holiday falls on their scheduled days off, it is understood that this day off in lieu shall be banked in accordance with Article 2205, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that they receive an extra day's pay at their basic rate of pay.

**2203** A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times their basic pay and in addition it is understood that one (1) day off shall be banked in accordance with Article 2205, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that they receive an extra day's pay at their basic rate of pay.

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

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

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

**2205** A nurse may accumulate up to four (4) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as is requested and granted in accordance with Article 1501. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned.

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

## **ARTICLE 23 - INCOME PROTECTION AND DISABILITY BENEFITS**

**2301** A nurse having accumulated income protection/sick leave may claim basic pay for such income protection/sick leave against such accumulation with respect to periods during which:

- (i) They were unable to work because of an incapacitation due to accident or illness, however, a nurse cannot receive income protection/sick leave benefits for any period of time during which they are eligible for wage loss benefits from either the Workers Compensation Board or the Manitoba Public Insurance as a result of a motor vehicle accident [subject to Article 2303], or
- (ii) In the opinion of the Employer, their presence constituted a health hazard for patient and/or other employees and they were instructed by the Employer to leave their place of duty; or
- (iii) They attend an appointment related to a medical/dental examination and/or treatment, subject to Article 3704.

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

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

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

**2303**

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

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

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

- (viii) Upon request, the Employer will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (b)
  - (i) A nurse who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB/MPI payments. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as defined in Article 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

The Employer's supplement shall be charged to the nurse's accumulated income protection credits and such supplement shall be paid until the nurse's accumulated income protection credits are exhausted, or until 119 calendar days have elapsed since the first day of supplement, whichever is less.
  - (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, long term disability plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
  - (iii) Further to this, the Employer shall notify the Workers Compensation/Manitoba Public Insurance of salary adjustments at the time they occur.
  - (iv) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.
- (c) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the provisions of Article 7A06 shall apply.
- (d) A nurse who is on LTD/WCB/MPI prior to the commencement of their vacation shall, upon their request, have their vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year.

If the nurse's current annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may elect to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time) and the remainder will be paid out at the end of the current vacation year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 24 - LEAVE OF ABSENCE**

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

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

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

**2403** There shall be no loss of income protection/sick leave accumulations or vacation accumulations up to the date of any leave of absence whether granted with or without pay.

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

**2405** Professional Leave: If, in the opinion of the Employer it is in the best interests of patient care, nurses may, whenever practicable, be granted time off with pay in order to attend professional or educational meetings, conventions, workshops and institutes.

**2406** Education Leave:

(a) Where in the opinion of the Employer it is in the best interests of patient care, nurses may attend educational conferences, workshops, programs or seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the nurse suffers no loss of salary.

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

(c) Educational Development:

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

**2407** Parenting Leave

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

A. Maternity Leave Plan "A"

1. Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:
  - (a) a written request must be submitted not later than the end of the fifth (5<sup>th</sup>) month of pregnancy and not less than one (1) month before the intended date of the leave.
  - (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
  - (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of their health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.

B. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
  - (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
  - (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
  - (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to sixty-three (63) weeks inclusive of vacation as specified in (B.2) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with Article 2401.
2. Except as outlined below, any nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the

Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

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

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

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

3. Subject to 4. below, Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
5. Three (3) days of paid leave of absence (22.50 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity, or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

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

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

**2408**

(a)

Union Leave:

Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or

benefits may be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress/Manitoba Federation of Labour meetings or seminars. The granting of this leave will not be unreasonably withheld. It is understood that the Manitoba Nurses' Union will reimburse the Employer for salary, benefits and related payroll costs.

- (b) Subject to four (4) weeks' notice, six (6) weeks for Nurse IV, a nurse elected or selected to a full-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress/Manitoba Federation of Labour may be granted leave of absence subject to operational requirements without loss of seniority, salary or benefits for a period of up to three (3) years. Such leave shall be renewed each year, on request, during their term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs.

**2409**      Witness Duty

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

A nurse required to attend a court proceeding as a party to that proceeding, occasioned by the nurse's private affairs shall receive a leave of absence without pay for the required absence.

**2410**      Bereavement Leave

- (a) Bereavement leave of up to five (5) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, stepchild, parent, step-parent, sibling; and bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of a father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or funeral, or four (4) or five (5) calendar days following the death, whichever is the greater.

Bereavement leave of up to three (3) working days without loss of pay shall be granted in the event of a death of the nurse's niece, nephew, cousin, uncle, and aunt.

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

- (b) An additional two (2) days with pay may be allowed for travelling time if warranted. Immediate supervisor must approve these additional days.

- (c) Up to two (2) or more additional days leave without pay or against banked time or vacation shall be issued to the nurse if special circumstances warrant (this does not include circumstances as described in paragraph (b) above). These special circumstances shall be determined on an individual basis and will be at the discretion of the Employer.
- (d) A nurse may request special leave of one (1) day to attend a funeral or act as a pallbearer in the event of the death of a close friend or relative. Payment of wages for such time taken shall be at the discretion of the Employer.
- (e) For the purpose of this Article, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse.

**2411**      Leave re Public Office

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

**2412**      Nurses shall be allowed the necessary time off with pay to attend citizen court to become a Canadian citizen up to a maximum of one (1) day.

**2413**      Subject to the provisions of each plan, a nurse granted leave of absence without pay for a period exceeding four (4) weeks may prepay all monthly payroll deductions which will become due during such absence, with the exception of Union dues.

**2414**      Compassionate Care Leave:

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

- (a) A nurse must have completed at least ninety (90) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take no more than two (2) periods of leave, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For a nurse to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:

- (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
  - (i) the day the certificate is issued, or
  - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
- (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
  - (i) a spouse or common-law partner of the nurse;
  - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
  - (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;
  - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
  - (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
  - (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
  - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
  - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) Unless otherwise mutually agreed, a nurse may end their Compassionate Care Leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours' notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as

“Compassionate Care Leave shifts – subject to forty-eight (48) hours’ notice of cancellation.”

- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of Article 2302, a nurse may apply to utilize income protection to cover part or all of the one (1) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2410.

**2415 Leave Related to Critical Illness**

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

“family member”:

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

“critically ill child”

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

“critically ill adult”

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

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

- (a) For leave related to a child: A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) For leave related to an adult: A nurse must have completed at least ninety (90) days of employment as of the intended date of leave.
- (c) A nurse may take a leave of absence of up to thirty-seven (37) weeks to provide care or support to a critically ill child
- (d) A nurse may take a leave of absence of up to seventeen (17) weeks to provide care or support to a critically ill adult
- (e) A nurse who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period
- (f) For a nurse to be eligible for leave, a physician must issue a certificate:
  - (1) stating that the child or adult is a critically ill child or a critically ill adult and requires the care or support of the nurse; and
  - (2) setting out the period during which the child or adult requires the care or support.

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

- (g) Unless otherwise mutually agreed, a nurse may end their Critical Care Leave earlier than the expiry of thirty-seven (37) weeks in the case of a critically ill child, and seventeen (17) weeks in the case of a critically ill adult, by giving the Employer written notice at least one pay period before the nurse wishes to end the leave . Any additional available shifts resulting from Critical Care Leave being granted shall be clearly indicated as "Critical Care Leave shifts – subject to two (2) weeks' notice of cancellation".
- (h) Seniority shall be retained/accrued as per Article 23.
- (i) Subject to the provisions of Article 2102, a nurse may apply to utilize family income protection prior to applying for Employment Insurance.

- (j) A leave may be taken in one or more periods but no leave may be less than one week's duration
- (k) A leave must end no later than fifty-two (52) weeks after the day the first period of leave began

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

**2416 Pre-retirement Leave:**

- (a) Full-time nurses who:
- (i) retire at age sixty-five (65) years; or
  - (ii) retire after age sixty-five (65) years; or
  - (iii) have completed at least fifteen (15) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
  - (iv) terminate employment at any time due to permanent disability

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

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

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

- (b) Part-time nurses who:
- (i) retire at age sixty-five (65) years; or
  - (ii) retire after age sixty-five (65) years; or
  - (iii) have completed at least fifteen (15) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
  - (iv) terminate employment at any time due to permanent disability
- shall be granted paid pre-retirement leave as specified above on a pro rata basis. Calculation will be based on the following formula:

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

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

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

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

NOTE: Where a nurse chooses to take a lump sum payment, the retirement date shall be their last day worked.

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

## **ARTICLE 25 - SENIORITY**

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

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

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

- (i) they are on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) they are on an unpaid leave of absence due to injury or illness which may be compensable by the Workers Compensation, 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) they are on an educational leave of absence in excess of two (2) years;
- (iv) they are laid off for more than twenty-six (26) weeks and less than five (5) years;
- (v) they obtain a term position of sixty (60) weeks or less, or up to a maximum of eighty (80) weeks to replace a nurse who is/are on Parenting Leave or Parental Leave, outside the bargaining unit with the same Employer.

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

- (i) they are on any period of paid leave of absence;
- (ii) they are on any period of Employer paid income protection;
- (iii) they are on an educational leave of absence up to two (2) years;
- (iv) they are on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or 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) they are on any period of unpaid leave of absence of less than four (4) weeks, except those referenced in (iv) above;
- (vi) they are laid off for less than twenty-six (26) weeks;
- (vii) they are on parenting leave;
- (viii) they are on Compassionate Care Leave, Leave Related to Critical Illness, or Domestic Violence Leave, as provided for in the Employment Standards Code.

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

**2505** The seniority of a nurse will terminate if:

- (i) they resign;
- (ii) they are discharged, and not reinstated under the grievance procedure;
- (iii) they are laid off for more than five (5) years;

- (iv) they fail to report for duty within seven (7) days after notification to do so, subject to Article 2706;
- (v) they fail to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
- (vi) they obtain a permanent position outside the bargaining unit; or a term position outside the bargaining unit which is greater than sixty (60) weeks, or up to a maximum of eighty (80) weeks to replace a nurse who is/are on Parenting Leave or Parental Leave.

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

## **ARTICLE 26 - NOTICE OF TERMINATION OF EMPLOYMENT**

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

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

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

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

**2604** Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of their employment and within five (5) office working days following the completion of their last working shift, receive pay in lieu of unused vacation, and all salary earned to date of termination.

## ARTICLE 27 - LAYOFF AND RECALL

### **2701** Employment Security:

- (a) It will be incumbent upon the Employer to notify the Union, in writing, at least forty-five (45) days prior to any alteration in the delivery of health care and/or in the current complement of nursing staff.
- (b) If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the notification in (a) above.
- (c) The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.
- (d) The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
- (e) In keeping with the Employer's commitment to ensure that any affected nurse shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, Article 27 shall apply. Should the nurse choose to not exercise seniority rights under Article 27, then layoff in accordance with Article 27 shall apply.
- (f) In the event of (e) above occurring or in the event of the closure of the Employer, the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with retention of employment for nurses.

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

**2703** Notice of intention of layoff or equivalent pay thereof shall be given by personal service or by registered mail to the nurse(s) concerned and a copy of the notice forwarded to the Union. Notice shall be as follows:

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

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

**2704** No lay-off of full-time nurses shall occur when casual nurses are being employed, unless no full-time or part-time nurse on staff is qualified, competent and willing to fill the position(s) in question. Additional available shifts shall be offered to a nurse on lay-off, before part-time and casual nurses, provided they are qualified, competent and willing to perform the required work.

Notwithstanding Article 3402, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided they are qualified, competent and willing to perform the required work. During the first three (3) years of a layoff, the nurse on layoff will receive preferential consideration for the assignment of such shifts provided that this will not result in them working in excess of their regular EFT commitment. During the period between three (3) to five (5) years, a laid off nurse may indicate availability for additional available shifts but will not receive preferential consideration over part-time nurses.

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

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

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

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

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

(d) the nurse shall be paid five point seventy-seven percent (5.77 %) [ six point one five percent (6.15%) [effective March 24, 2022] of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 28 - PROMOTION AND SECONDMENT**

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

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

**2803** The first three (3) calendar months following a nurse's promotion shall be considered to be a trial period, and the Union shall be notified by the Employer. During the first six (6) weeks of this trial period, the nurse may return to their former position at their request or be returned to their former position by the Employer. During the last six (6) weeks of this trial period, they may return to their former classification at their request or be returned to their former classification by the Employer.

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

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

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

**2903** A nurse who is demoted due to inadequate performance shall be paid at the step of the lower scale that corresponds to their level of experience.

**2904** A nurse shall be given the opportunity to examine any document which is placed in their personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and their reply to any such document shall also be placed in their personnel file. Upon written request the nurse shall also receive an exact copy of such document. The Employer agrees to remove and destroy any disciplinary documentation from the nurse's personnel file after twenty-four (24) months providing no similar incidents occur within that period.

**2905** A nurse accompanied by a Union representative if they so elect may examine their personnel file upon request. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in their personnel file. Any nurse who has been terminated may consult their file and upon written request shall receive copies of specified documents so long as the written request is made within sixty (60) days of their termination.

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

## **ARTICLE 30 - VACANCIES, TERM POSITIONS AND NEW POSITIONS**

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

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

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

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

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

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

**3006** "Term Position":

- (a) A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of sixty (60) weeks, where resident census or workload necessitates a temporary increase in staffing, if mutually agreed, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under the Employment Security provisions in Article 27, or as otherwise mutually agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work

available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

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

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

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

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

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

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

## **ARTICLE 31 - PROBATIONARY PERIOD**

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

## **ARTICLE 32 - PERFORMANCE APPRAISALS**

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

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

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

## **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.

## **ARTICLE 34 - SPECIAL UNDERSTANDINGS RE PART-TIME NURSES**

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

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

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

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

**3405**

(a) Vacation pay shall be calculated as follows:

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

(b) Part-time nurses shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time nurse (includes travel time as per Article 2103) and shall be paid their earned vacation pay proportionately during each week of scheduled vacation.

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

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

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

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

**3409** Seniority will be calculated in accordance with regular hours worked.

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

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

(b) on completion of 1950 hours calculated under the formula:

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

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

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

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

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

(b) on completion of 1285 hours calculated under the formula:

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

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

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

## **ARTICLE 35 - SPECIAL UNDERSTANDINGS RE CASUAL NURSES**

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

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

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

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

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

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

**3504** Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 16;
- shift premium and weekend premium outlined in Article 17;
- the allowance as outlined in Article 18;
- Responsibility Pay premium outlined in Article 19;
- transportation allowance outlined in Article 20;
- the rights outlined in Articles 2904, 2905, 2906;
- the Educational Development allowance in 2406(c).
- continuation of placement at the twenty (20) year rate if rehired after a period of no longer than six (6) months. For clarity a period of pre-retirement leave does not count towards the six (6) month qualification time limit.

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

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

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

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

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

**3509** Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit.

- (a) Subject to (b) and (c) below, casual nurses will receive payment for one (1) orientation day following the completion of every four (4) shifts worked. The Employer shall determine the number of orientation days required.
- (b) Should the above-noted casual nurse, within eighteen (18) calendar months of obtaining a casual employment status, obtain a permanent or term full-time or part-time position in any unit or department, they shall be paid their outstanding orientation pay at regular rates on their first pay cheque subsequent to obtaining the said position.
- (c) When the orientation is six (6) days or greater, the casual nurse shall be paid two-thirds of the orientation period at the time of taking the orientation. The outstanding unpaid orientation period shall be subject to the recovery process outlined above.

**3510** Casual nurses will be paid five point seventy seven (5.77%) [six point one five percent (6.15%) effective March 24, 2022] percent of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 14) and shall be included in each regular pay cheque.

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

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

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

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

- (a) Starting salary of the newly graduated graduate nurse, graduate practical nurse or graduate psychiatric nurse awaiting initial registration as a Registered Nurse, Licensed Practical Nurse or Registered Psychiatric Nurse shall be discounted by eight percent (8%) until such time as registration/license is achieved.

- (b) The anniversary date of a newly graduated graduate nurse or graduate psychiatric nurse who obtains registration within one (1) year of commencing employment shall be the date of their commencement of employment.
- (c) The anniversary date of a newly graduated graduate practical nurse who obtains their license within an eighteen (18) month period of commencing employment (or within the time period as amended in the regulations of the LPN Act) shall be the date of their commencement of employment.

**3602**      **Out of Province Nurses**

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

**3603**      **Termination**

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

complete the examination required for registration within a time period prescribed by the CRPNM will be deemed to be just cause for termination.

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

## **ARTICLE 37 - HEALTH PROGRAM**

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

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

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

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

## **ARTICLE 38 - SALARIES AND INCREMENTS**

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

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

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

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1950 hours	Start Rate
1950 hours within past 4 years	1 Year Rate

3900 hours within past 5 years	2 Year Rate
5850 hours within past 6 years	3 Year Rate
7800 hours within past 6 years	4 Year Rate
9750 hours within past 7 years	5 Year Rate
Effective October 1, 2022	
11700 hours within the past 7 years	6 Year Rate
Effective October 1, 2023	
On the nurse's 20 <sup>th</sup> Anniversary	20 Year Rate
(of continuous service with the Employer)	

- (b) A nurse employed at a classification above Nurse II shall be granted a starting salary that is not less than one (1) increment step above what they would be if they were employed as a Nurse II.
- (c) The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at the Nurse II 1 Year rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of their employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with them, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

**3804** Applicable to Licensed Practical Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1950 hours	Start Rate
1950 hours within past 4 years	1 Year Rate
3900 hours within past 5 years	2 Year Rate
5850 hours within past 6 years	3 Year Rate
7800 hours within past 6 years	4 Year Rate
9750 hours within past 7 years	5 Year Rate
11700 hours within past 7 years	6 Year Rate
Effective October 1, 2023	
On the nurse's 20 <sup>th</sup> Anniversary	20 Year Rate
(of continuous service with the Employer)	

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

**3806**

Increments:

- (a) Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the nurse's employment, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the nurse, withhold an annual increment, subject to review within and not later than three (3) months of the date such increment was withheld.
- (b) If a nurse takes an unpaid leave of absence, the annual date on which they will be paid an increment will be delayed for one (1) month for every full month they are on leave of absence except that salary increases will not be delayed because of educational leave of up to two (2) years.

**3807**

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

**3808**

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

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

**ARTICLE 39 - EMPLOYEE BENEFIT PROGRAM**

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

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

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

## Summary of Insurance

### Policy Number 22601

#### Life Insurance and Accidental Death and Dismemberment Insurance

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

**Benefit Reduction:** reduces by 50% on 65th birthday

**Termination of Insurance:** 70th birthday

#### Dependant Life Insurance

**Spouse:** \$10,000

**Each Child:** \$5,000

**Termination of Insurance:** member's 70th birthday

#### Long Term Disability Insurance

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

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

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

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

#### Disability Particulars:

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

**Qualifying Period:** 120 days

**Benefit Period:** 5 years or 65<sup>th</sup> birthday, whichever is less

**Termination of Insurance:** 65th birthday

#### Extended Health Insurance

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

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

## APPENDIX "A" -- SALARIES

September 29, 2021		Monthly salaries include a 2 % general wage increase						
		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.						
Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Licensed Practical Nurse	Hourly	30.207	31.195	32.171	33.356	34.443	35.657	36.927
	Monthly	4908.638	5069.188	5227.788	5420.350	5596.988	5794.263	6000.638
	Annual	58903.650	60830.250	62733.450	65044.200	67163.850	69531.150	72007.650
Nurse II	Hourly	39.459	40.837	42.219	43.659	45.065	46.520	
	Monthly	6412.088	6636.013	6860.588	7094.588	7323.063	7559.500	
	Annual	76945.050	79632.150	82327.050	85135.050	87876.750	90714.000	
Nurse V	Hourly	44.720	46.433	48.394	50.297	52.376	54.410	56.530
	Monthly	7267.000	7545.363	7864.025	8173.263	8511.100	8841.625	9186.125
	Annual	87204.000	90544.350	94368.300	98079.150	102133.200	106099.500	110233.500
Nurse Practitioner	Hourly	50.966	54.705	56.956	59.202	61.627		
	Monthly	8281.975	8889.563	9255.350	9620.325	10014.388		
	Annual	99383.700	106674.750	111064.200	115443.900	120172.650		

October 1, 2022		Monthly salaries include a 2.5 % general wage increase						
		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.						
Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Licensed Practical Nurse	Hourly	30.962	31.975	32.975	34.190	35.304	36.548	37.850
	Monthly	5031.353	5195.917	5358.482	5555.859	5736.912	5939.119	6150.653
	Annual	60376.241	62351.006	64301.786	66670.305	68842.946	71269.429	73807.841
Nurse II	Hourly	40.445	41.858	43.274	44.750	46.192	47.683	48.637
	Monthly	6572.390	6801.913	7032.102	7271.952	7506.139	7748.488	7903.457
	Annual	78868.676	81622.954	84385.226	87263.426	90073.669	92981.850	94841.487
Nurse V	Hourly	45.838	47.594	49.604	51.554	53.685	55.770	57.943
	Monthly	7448.675	7733.997	8060.626	8377.594	8723.878	9062.666	9415.778
	Annual	89384.100	92807.959	96727.508	100531.129	104686.530	108751.988	112989.338
Nurse Practitioner	Hourly	52.240	56.073	58.380	60.682	63.168		
	Monthly	8489.024	9111.802	9486.734	9860.833	10264.747		
	Annual	101868.293	109341.619	113840.805	118329.998	123176.966		

October 1, 2023		Monthly salaries include a 2.5 % general wage increase							
		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.							
Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year
Licensed	Hourly	31.736	32.774	33.800	35.045	36.187	37.462	38.796	39.572
Practical Nurse	Monthly	5157.137	5325.815	5492.444	5694.755	5880.335	6087.597	6304.420	6430.508
	Annual	61885.647	63909.781	65909.331	68337.063	70564.020	73051.164	75653.037	77166.098
Nurse II	Hourly	41.457	42.904	44.356	45.869	47.346	48.875	49.853	50.850
	Monthly	6736.699	6971.961	7207.905	7453.751	7693.793	7942.200	8101.044	8263.065
	Annual	80840.393	83663.528	86494.857	89445.012	92325.510	95306.396	97212.524	99156.775
Nurse II 20 Year	Hourly	42.286	43.762	45.243	46.787	48.293	49.853	50.850	
	Monthly	6871.433	7111.400	7352.063	7602.826	7847.668	8101.044	8263.065	
	Annual	82457.201	85336.798	88224.754	91233.912	94172.021	97212.524	99156.775	
Nurse V	Hourly	46.984	48.784	50.844	52.843	55.028	57.165	59.392	60.580
	Monthly	7634.892	7927.346	8262.141	8587.034	8941.974	9289.232	9651.173	9844.196
	Annual	91618.703	95128.158	99145.695	103044.407	107303.693	111470.787	115814.071	118130.352
Nurse V 20 Year	Hourly	47.924	49.759	51.861	53.900	56.128	58.308	60.580	
	Monthly	7787.590	8085.893	8427.384	8758.775	9120.814	9475.017	9844.196	
	Annual	93451.077	97030.721	101128.609	105105.295	109449.767	113700.203	118130.352	
Nurse Practitioner	Hourly	53.546	57.474	59.839	62.199	64.747			66.042
	Monthly	8701.250	9339.597	9723.902	10107.354	10521.366			10731.793
	Annual	104415.000	112075.159	116686.825	121288.247	126256.390			128781.518
Nurse Practitioner 20 Year	Hourly	54.617	58.624	61.036	63.443	66.042			
	Monthly	8875.275	9526.389	9918.380	10309.501	10731.793			
	Annual	106503.300	114316.662	119020.562	123714.012	128781.518			

<b>October 1, 2024</b>		<b>Monthly salaries include a 3 % general wage increase</b>							
		<b>- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.</b>							
<b>Classification</b>		<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>20 Year</b>
<b>Licensed</b>	<b>Hourly</b>	32.688	33.757	34.814	36.096	37.272	38.586	39.960	40.760
<b>Practical Nurse</b>	<b>Monthly</b>	5311.851	5485.590	5657.218	5865.598	6056.745	6270.225	6493.552	6623.423
	<b>Annual</b>	63742.217	65827.075	67886.611	70387.175	72680.941	75242.699	77922.628	79481.081
<b>Nurse II</b>	<b>Hourly</b>	42.700	44.192	45.687	47.245	48.767	50.341	51.348	52.375
	<b>Monthly</b>	6938.800	7181.119	7424.142	7677.364	7924.606	8180.466	8344.075	8510.956
	<b>Annual</b>	83265.605	86173.433	89089.703	92128.362	95095.276	98165.588	100128.900	102131.478
<b>Nurse II</b>	<b>Hourly</b>	43.554	45.075	46.601	48.190	49.742	51.348	52.375	
<b>20 Year</b>	<b>Monthly</b>	7077.576	7324.742	7572.625	7830.911	8083.098	8344.075	8510.956	
	<b>Annual</b>	84930.917	87896.902	90871.497	93970.930	96997.181	100128.900	102131.478	
<b>Nurse V</b>	<b>Hourly</b>	48.393	50.247	52.369	54.429	56.678	58.879	61.174	62.397
	<b>Monthly</b>	7863.939	8165.167	8510.006	8844.645	9210.234	9567.909	9940.708	10139.522
	<b>Annual</b>	94367.264	97982.002	102120.066	106135.739	110522.804	114814.911	119288.493	121674.263
<b>Nurse V</b>	<b>Hourly</b>	49.361	51.252	53.417	55.517	57.812	60.057	62.397	
<b>20 Year</b>	<b>Monthly</b>	8021.217	8328.470	8680.206	9021.538	9394.438	9759.267	10139.522	
	<b>Annual</b>	96254.609	99941.642	104162.467	108258.454	112733.260	117111.209	121674.263	
<b>Nurse Practitioner</b>	<b>Hourly</b>	55.153	59.199	61.635	64.065	66.689			68.023
	<b>Monthly</b>	8962.287	9619.784	10015.619	10410.575	10837.007			11053.747
	<b>Annual</b>	107547.450	115437.414	120187.430	124926.895	130044.082			132644.964
<b>Nurse Practitioner</b>	<b>Hourly</b>	56.256	60.383	62.867	65.346	68.023			
<b>20 Year</b>	<b>Monthly</b>	9141.533	9812.180	10215.932	10618.786	11053.747			
	<b>Annual</b>	109698.399	117746.162	122591.178	127425.433	132644.964			

## APPENDIX "B" -- ACADEMIC ALLOWANCE

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

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

\$0.318 per hour for all paid hours

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

\$0.637 per hour for all paid hours

## APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

C.1 Occupational classifications are as follows:

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

## **APPENDIX "D" -- BI-WEEKLY NORTHERN ALLOWANCES**

Nurses shall receive 3% Northern Allowance pay on all regular pay, paid bi-weekly.

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

**1. Re: Ratification of Collective Agreement**

The ratification date of the current Collective Agreement occurred on March 24, 2022.

**2. Re: Agency Nurses**

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

**3. Re: Mentorship**

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

The Employer and the Union believe that Mentorship of new Graduate Nurses is necessary and important and will facilitate transition from the student role to the practicing professional role and build a culture of support that will foster the retention of new Graduate Nurses. Further, the Employer and the Union recognize that this may be accomplished in a variety of ways dependant on the unique circumstances and demographics of each workplace. Mentoring may represent an opportunity for late career nurses who are interested in imparting their experience and knowledge.

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

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

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

A Registered Nurse or Registered Psychiatric Nurse or Licensed Practical Nurse shall receive an additional \$0.70 per hour for each hour assigned by the Employer as a mentor.

#### **4. Re: Professional Fees**

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

#### **5. Re: Portability**

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

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

#### **6. Re: 12 Hour Memo**

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

1. There shall be thirteen (13) regular shifts of eleven and one-half (11.5) hours in each two (2) consecutive bi-weekly periods. Each shift shall be inclusive of two

(2) fifteen (15) minute paid rest periods and exclusive of two (2) thirty (30) minute unpaid meal periods.

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

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

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

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

7. Recognized Holidays -
  - (a) A nurse required to work on a Recognized Holiday shall be paid for hours worked at the rate of one and one-half (1.50) times their basic pay and, in addition, shall receive seven and one half (7.5) hours off at their basic rate of pay.
  - (b) A nurse may accumulate three (3) Recognized Holidays for the purpose of taking two (2) paid 11.5 hour shifts off at one time.
8. Vacation –  
The amount of paid vacation that a nurse receives under the 11.5 hour shift schedule pattern is to correspond exactly in hours to the paid vacation on a seven and one half (7.5) hour shift schedule pattern.
9. Bereavement Leave:  
Pay for bereavement leave will be calculated in accordance with Article 2410, e.g:  
Five (5) scheduled 11.50 ("12") hour shifts = 57.50 hours;

Four (4) scheduled 11.50 ("12") hour shifts = 46.0 hours;  
Two (2) scheduled 11.50 ("12") hour shifts = 23.0 hours.

10. There must be mutual agreement between the Employer and the Union to continue the 11.5 hour shift schedule pattern, otherwise the provisions regarding Hours of Work and Shift Schedules in the Collective Agreement or some other mutually agreeable variation of the Collective Agreement provisions shall apply.
11. The terms of Article 1504(g) shall be applicable.

**7. Re: Remoteness Retention Allowance**

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

Effective April 1, 2020	\$2,500.00 for each full-time nurse
Effective April 1, 2022	\$4,000.00 for each full-time nurse

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

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

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

- 1. Re: Ratification of Collective Agreement**
- 2. Re: Agency Nurses**
- 3. Re: Mentorship**
- 4. Re: Professional Fees**
- 5. Re: Portability**
- 6. Re: 12 Hour Memo**
- 7. Re: Remoteness Retention Allowance**

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

1. In the event the Employer gives notice pursuant to Article 2701, any affected nurse who remains actively employed shall be paid no less than their then current hourly wage rate for all hours worked, irrespective of the position they move to as a result of the re-structuring.
2. This Letter of Understanding shall expire effective September 30, 2025.

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