

COLLECTIVE AGREEMENT

BETWEEN

ST. NORBERT LODGES LTD.

AND

**ST. NORBERT LODGES NURSES LOCAL 53
OF THE MANITOBA NURSES' UNION**

August 1, 2017 to July 31, 2024



A COMMITMENT TO CARING

THIS AGREEMENT MADE BETWEEN:

**ST. NORBERT LODGES LTD.
(hereinafter referred to as the "Employer")**

-- and --

**ST. NORBERT LODGES NURSES LOCAL 53
OF THE MANITOBA NURSES' UNION
(hereinafter referred to as the "Union")**

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

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

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

ARTICLE 1 -- SCOPE OF RECOGNITION

101 The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in Manitoba Labour Board Certificate No. 4492.

ARTICLE 2 -- DURATION OF AGREEMENT

201 This agreement shall be in full force and effect from the first day of August, 2017, up to and including the thirty-first day of July, 2024.

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

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

ARTICLE 3 -- DEFINITIONS

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

302 Employment status of nurses shall be defined as:

(a) A "full-time nurse" is one who works the full prescribed hours of work specified in Article 14.

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

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

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

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

307 "Bi-weekly period" as used herein shall mean any two (2) consecutive weeks constituting a pay period as defined by the Employer.

308 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.

309 “Weekend” shall mean the 48 hour period between 0001 hours on the Saturday to 2400 hours on the following Sunday.

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

311 Definition of Continuous Service/Length of Employment

“Length of Employment” with the Employer shall mean the period of time since a nurse last became a full-time or part-time nurse 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 nurse subsequently becomes a full-time or part-time nurse.

ARTICLE 4 -- MANAGEMENT RIGHTS

401 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of resident care; the right to direct the work of its nurses; the right to hire, classify assign to nursing positions and promote; the right to determine job content and 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.

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

ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

501 All nurses who are Union members in good standing, or who may subsequently become Union members in good standing shall as a condition of employment maintain union membership during the life of this Agreement. All nurses who are not Union members shall not be required to become members as a condition of employment. All new nurses hired shall as a condition of employment,

become Union members within ninety (90) days from the date of employment and shall as a condition of employment, remain Union members in good standing during the life of this Agreement.

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

Electronic copies of the lists will be provided with specifications as indicated below. Annually, a list including the name, address, and telephone number of each nurse currently in the bargaining unit shall be sent to the Union. This information may only be used by the Union for the purpose of communicating with its members.

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

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

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

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

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

506 The Union will supply each nurse in the bargaining unit with a copy of this Agreement.

A representative of the Union shall be granted not less than thirty (30) minutes with newly hired nurses for the purpose of familiarizing them 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.

507 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.

508 If required in relation to the renewal of this Agreement or any new Agreement which may be negotiated as herein provided, nurse representatives or officers of the Union shall be granted time off duty for in-house negotiations in which both the Union and the Employer are represented, subject to a maximum number of two (2) nurse representatives or officers of the Union.

509 The Employer agrees to provide bulletin board space in the premises for the use of the Union. All material shall be submitted to the Employer to be approved and initialed before posting.

510 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.

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

ARTICLE 6 -- CONTINUANCE OF OPERATIONS

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

ARTICLE 7 -- NON DISCRIMINATION

701 The Employer and the Union agree 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, place of residence, family relationship, mental/physical handicap, nor by reason of their membership or non-membership or activity in the Union or any other applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba, which may be amended from time to time..

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

ARTICLE 7A -- HEALTH AND SAFETY

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

7A02 In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of occupational 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 ninety-six (96) hours after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

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

7A06 There shall be a Respectful Workplace policy supporting zero tolerance of staff abuse which shall be reviewed bi-annually by the Workplace Health & Safety Committee. Such policy shall address the issue of communication strategies, which will include signage. The Employer's Respectful Workplace policy shall include a commitment to conclude the investigation as quickly as is reasonably possible and that the investigation process itself will be conducted in an impartial manner.

7A07 **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 covered under the D & R, WCB or MPI programs. Any such nurse will be supernumerary in nature when reasonably possible. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the meeting(s) with the nurse to review the provisions of the program to ensure that the work designated is within their restrictions and limitations. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

7A08 **Whistle Blowing Protection** - Nurses who exercise their rights in accordance with the Public Interest Disclosure Act shall not be subject to discipline or reprisal.

ARTICLE 8 -- TECHNOLOGICAL CHANGE

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

- (a) to introduce technological change by altering methods or utilizing different equipment, or
- (b) in the case of qualified bargaining unit members being unavailable to perform the required work, to transfer work to outside agencies or third parties, and
- (c) if such change will displace or affect the classification of nurses in the bargaining unit, the Employer will notify the Union at least sixty (60) days in advance of such change and will meet and negotiate with them reasonable provisions to protect the interest of nurses so affected.

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

802 A nurse who is displaced from their job as a result of technological change:

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

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

ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT

901 Should the Employer find it necessary in the interest of resident care, reduction of costs, or increased efficiency, to change the general overall function of a nursing unit, the Employer shall provide written notice to the nurses and the Union at least ninety (90) days in advance, if reasonably possible, of the change in function. The Employer and the Union shall enter into a discussion within fourteen (14) calendar days of notice being given to ensure as smooth a transition as possible for the nurses affected.

ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS

1001 Emergency

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

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

In the event of the declaration of an emergency, verbal confirmation of same will be given to the President of the Local by the Executive Director or Delegate.

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

1002 Drills

- (a) Facility disaster, emergency or fire plans brought into effect by drill shall override the provisions of this Agreement provided always that where overtime is worked by reason of a disaster or fire drill, 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 bi-annually. The Employer will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the facility emergency, disaster, and fire plans during orientation to the facility.

ARTICLE 11 -- JOINT COMMITTEES

1101 Union Management Committee

The Employer and the Union agree to establish and maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include the Executive Director and/or 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, but not less than quarterly unless otherwise mutually agreed. Other persons may be invited to participate as mutually agreed.

The purpose of the Committee shall be to discuss/study/make recommendations to the Employer and the Union regarding matters of mutual concern including staffing and workload issues (as documented through Workload Staffing Reports) which impact Resident care and nursing practice issues.

1102

- (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 joint committee to which the Union is required to appoint representatives.
- (b) All reasonable efforts will be made to relieve a nurse who is appointed to attend meetings of the Union Management Committee without loss of salary or benefits. This clause is applicable when the meeting(s) occurs during hours the nurse is otherwise scheduled to work.
- (c) 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 or premium pay, as applicable, for all time spent carrying out their duties as a committee member under this Act and the regulations.

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

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 the Director of Care or designate to leave their duties in order to process grievances; the nurse shall report to the Director of Care or designate upon their return; they shall be granted this permission when, in the opinion of the Director of Care or designate, it will not prejudice care or student education or require any staff replacement in either area. The nurse shall not suffer loss of salary when engaged in such activities during regular working hours.

1205 Discussion Stage -

A nurse must, within fifteen (15) days of the occurrence of the grievance, attempt to resolve the grievance through discussion with the Director of Care or designate, and if the matter is not settled to their satisfaction the nurse may proceed with the grievance themselves or elect to be represented by a Union representative.

1206 Step One –

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

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

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

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

1211 At any stage, either of the parties may request a meeting between the Union and the Employer to discuss the matter of the grievance without prejudice to their respective positions. The parties will attempt to resolve the dispute prior to referral to Arbitration.

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 Executive Director, 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.

In the event that the Employer requires a nurse to attend an arbitration hearing or if such hearing is held on the Employer's premises, the nurse 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 a disk/electronic version of the arbitration award.

ARTICLE 14 -- HOURS OF WORK

1401 A maximum of eighty (80) hours shall constitute a bi-weekly period of work including one-half (.50) of each meal period and including rest periods, but excluding one-half (.50) of each meal period.

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

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

1404 A shift shall be a maximum of eight (8) hours inclusive of one-half (.50) of the meal period and two (2) rest periods, but exclusive of one-half (.50) of the meal period.

This clause shall not, however, prevent trial and implementation of changes in shift lengths if mutually agreed between the Union acting on behalf of the nurses whose shifts will be affected and the Employer. Any such 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 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 (1) hour of the start of the shift, they shall be entitled to pay for the 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. Requests for interchanges in posted shifts or portions thereof, shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant. A decision will be communicated to the Nurse(s) without delay, when requests are received.

1502 It is understood that any change in shifts or days off initiated by the nurses and approved by the Employer shall not result in overtime costs to the Employer.

1503 Master rotations for each nursing unit shall be planned by the Employer in meaningful consultation with the nurse(s) concerned.

The process for meaningful consultation shall include:

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

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

- (a) A minimum of fifteen (15) hours off between scheduled shifts;
- (b) Employer attempting to grant a minimum of forty -seven (47) consecutive hours off at one time if reasonably possible;
- (c)
 - i) A minimum of eight (8) days off within two (2) consecutive bi-weekly periods;
 - ii) a single weekday off may be permitted on a changeover from Day shift to Evening shift or in a staffing pattern that provides alternate weekends off. This is subject to meaningful consultation between the nurses affected and the Union.
- (d) Alternate weekends off shall be granted as often as reasonably possible with a maximum of two (2) weekends worked between weekends off;

- (e) Nurses shall work permanently on one (1) of the three (3) shifts, or if required to rotate, shall be assigned to work either Day shift and Evening shift or Day shift and Night shift. Where possible, there shall be as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern. Where possible, no nurse shall be required to remain on Evening and/or Night shift for a period longer than two (2) weeks when they are required to rotate;
- (f) A maximum of seven (7) consecutive days of work between days off and preferably less. It is understood that eight (8) consecutive days of work may be assigned for the purpose of meeting the requirements of Articles 2204 and 2207 inclusive herein.
- (g) A nurse will receive consideration in scheduling to allow the nurse to pursue academic course(s) to further their education. Whenever reasonably possible, subject to resident care requirements, the granting shall be based on the following:
 - (i) 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.

- (h) No nurse shall work more than a total of sixteen (16) consecutive hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period, unless otherwise mutually agreed between the nurse and Employer.

1504 The shift commencing at or about midnight shall be considered as the first shift of each working day.

ARTICLE 16 -- OVERTIME

1601 Overtime shall be authorized time worked in excess of the normal daily shift or bi-weekly hours of work as specified in Article 14. For purposes of overtime calculation, a day shall be defined as the twenty-four (24) hour period commencing with the start of the nurse's shift.

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

1602 Effective May 17th, 2022 each nurse shall be paid at the rate of two (2) times their basic salary for all hours of authorized overtime in any one (1) day. A full-time nurse shall receive two (2) times their basic salary for all overtime worked on a scheduled day off. However, notwithstanding Article 1601 above, all overtime worked on a Recognized Holiday shall be paid at two and one-half (2.50) times their basic salary.

1603 Notwithstanding Articles 1601 and 1602 above, whenever a nurse works two (2) consecutive shifts, they shall receive pay at the rate of double their basic salary for the second shift, except when the second consecutive 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 second 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 (31st) of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the nurse in the subsequent pay period on a separate cheque without a surcharge.

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

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

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

1607 A nurse who works overtime without advance notice for a period in excess of two (2) hours immediately following their regular shift shall be provided with a meal, or if this is not possible, a meal allowance of eight dollars (\$8.00) [ten dollars (\$10.00) effective May 17th, 2022] shall be provided.

1608 Overtime shall be distributed as equitably as possible, within the posted shift schedule, amongst those nurses qualified for the work in accordance with Article 1601.

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

1609 In every period of overtime, a paid rest period of fifteen (15) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which case regular meal/rest period shall occur.

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

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

(a) An evening shift premium of one dollar and seventy-five cents (\$1.75) [two dollars \$2.00 effective May 17th, 2022] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and the next succeeding 2400 hours.

(b) A Night shift premium of two dollars and fifty cents (\$2.50) [three dollars and fifty cents (\$3.50) effective May 17th, 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 1600 hours on a “modified” Day or Evening shift during which at least two (2) hours are worked between 1600 hours and the termination of the shift.

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

applicable from 1600 hours to the termination of the Day shift on a twelve (12) hour shift pattern.

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

1704 A weekend premium of two (\$2.00) dollars per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

1705 The above premiums are applicable to any overtime hours worked whether paid in money or time off.

ARTICLE 18 -- STANDBY (ON CALL)

1801 In the event that the Employer finds it necessary for nurses to be placed on standby, conditions and terms applicable to nurses on standby duty shall be contained in a supplementary agreement negotiated on a local basis between the Employer and the Union.

ARTICLE 19 -- RESPONSIBILITY PAY

1901 A nurse 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) for each hour worked.

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

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

1903 This allowance shall be paid to one (1) Nurse in each facility on each shift except in the case of there being a Nursing Unit Coordinator or out of scope Nurse Manger in the facility.

ARTICLE 20 -- TRANSPORTATION ALLOWANCE/ESCORT DUTY

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

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

- (a) return transportation provided by the Employer, or
- (b) prevailing Province of Manitoba mileage rates if the nurse elects to use their own vehicle, subject to a minimum guarantee of \$4.00 and a maximum payment of thirty (\$30.00) dollars.

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

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

- (a) They shall be reimbursed at current Province of Manitoba mileage rates for all travel from the facility and between work locations;
- (b) They shall be reimbursed for parking expenses incurred away from the facility during the course of the authorized business.

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

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 (forty hours) equals one (1) calendar week. The dates used to calculate vacation earned shall be from June 1st to May 31st in the following year. Vacation earned in any vacation year is taken in the following vacation year unless otherwise agreed between the nurse and the Employer.

The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to three (3) days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at

the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501.

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

2103 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/3 weeks (120 hours) per year
In the fourth (4 th) to tenth (10 th) year inclusive	Twenty (20) days/4 weeks (160 hours) per year
In the eleventh (11 th) and subsequent years	Twenty-five (25) days/5 weeks (200 hours) per year

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

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

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

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

2106 Nurses on Workers Compensation will continue to accrue paid vacation for a period of one (1) year.

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

Beginning April 15th of each year, the Employer shall arrange an appointment with each nurse, in order of seniority, so that the nurse may indicate their choice of vacation dates, in writing. All of the nurse's earned vacation must be chosen at this time except for the three (3) days as per Article 2101. These appointments shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date.

The selected/approved vacation schedule shall be updated on an ongoing basis and shall be posted daily in an accessible location. Once a nurse's vacation selection has been approved, it shall not be changed unless by mutual agreement and without displacing the request of another nurse.

Except in extenuating circumstances, a nurse who fails to indicate their choice of vacation dates in accordance with the above, shall have their vacation scheduled by the Employer.

To the extent that it finds possible, the Employer shall give priority to those nurses in each occupational classification having the most seniority within the facility. The approved vacation schedule will be posted no later than May 1st. Approved vacation schedules shall not be changed unless mutually agreed upon by the nurse and the Employer.

A nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not scheduled by December 15th, then the Employer has the right to schedule the vacation prior to the end of the current vacation year in consultation with the nurse. Vacation may be paid out only in extenuating circumstances.

ARTICLE 22 -- RECOGNIZED HOLIDAYS

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

New Year's Day (January 1 st)	Terry Fox Day (la journée Terry Fox)
Louis Riel Day (la journée Louis Riel)	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day (November 11 th)
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)
National Day for Truth and Reconciliation (September 30 th)	

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

2202 Whenever a Recognized Holiday falls on their scheduled days off or during a week of their vacation, it is understood that this day off in lieu shall be banked in accordance with Article 2206 or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse.

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

2204 A day off given in lieu of a Recognized Holiday shall, whenever reasonably possible, be added to a weekend off.

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

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

2206 A nurse may accumulate four (4) Recognized Holidays to be taken consecutively with scheduled days off or to complete a partial week of vacation. Unless otherwise mutually agreed between the nurse(s) concerned and the Employer, accumulated Recognized Holidays must be taken within the fiscal year at a mutually acceptable time. Any banked days not scheduled by January 1st for use by March 31st will be assigned by the Employer in consultation with the nurse.

2207 Unless otherwise mutually agreed, a nurse who is assigned to work a weekend shall be assigned and will work on a Recognized Holiday that falls on the Friday or Monday consecutive with that weekend.

ARTICLE 23 -- INCOME PROTECTION IN CASE OF ILLNESS

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

- (i) The nurse was unable to work because of an incapacitation due to accident or illness, however, a nurse cannot receive income protection benefits for any period of time during which the nurse is eligible for wage loss benefits from either the Workers Compensation Board or the Manitoba Public Insurance as a result of a motor vehicle accident [subject to Article 2303], or
- (ii) In the opinion of the Employer, the nurse's presence constituted a health hazard for patient and/or other employees and the nurse was instructed by the Employer to leave their place of duty; or
- (iii) The nurse attends an appointment related to a special medical/dental examination and/or treatment, subject to Article 3703.

2302 Each nurse shall accumulate income protection at the rate of one and one-quarter (1.25) days for each full month of employment to a maximum of one hundred and sixty-five (165) days.

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 2313. The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

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

2303 A 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.

2304

- (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 the nurse 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:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.

- v. 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) 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, D & R plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.

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 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 7A07 shall apply.
- (d) A nurse who is on D&R/WCB/MPI prior to the commencement of their vacation shall, upon their request, have their vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. If the 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).

2305 A nurse shall be required to reimburse the Employer for any income protection paid to them if their employment is not continued beyond their probationary period.

2306 A nurse who is unable to report for work due to illness shall inform their supervisor prior to 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 and one half (1.5) hour
Prior to Evening shift --	Four (4) hours
Prior to Night shift --	Four (4) hours

A nurse returning to work following an absence of one (1) week or more shall inform the Employer by 1000 hours the day prior to returning to work.

2307 The Employer either at the time of notification by the nurse of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's ability to perform their regular duties. Failure to provide such a certificate when requested may disqualify a nurse from receiving paid income protection and may result in a refusal of permission for the nurse to resume their duties. Any costs associated with obtaining medical or doctor certificates associated with this clause shall be at the expense of the Employee unless otherwise paid for by WCB or MPI.

2308 The Employer and the Union agree to utilize the Staff Management Committee to discuss any problems associated with income protection benefits.

2309 Days off and 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.

2310 A nurse will inform the Employer in writing, with a minimum of two (2) weeks notice where reasonably possible, when a medical decision is made regarding elective surgery so that staff coverage for their intended absence may be arranged. Failure to give such notice shall result in non-entitlement to income protection benefits for the period of absence.

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.

2311 At the effective date of this Agreement, each nurse will retain income protection entitlement accumulated and not used to that date.

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

2313 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.

2314 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. Proof of such hospitalization shall be provided if requested.

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 one (1) week of receipt of the request. Requests for extension of educational leave, maternity

leave, parenting leave, adoption leave, and bereavement leave will be granted if reasonably possible.

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

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

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

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

2403 The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less, or eighty (8) weeks or less in the case of Parenting Leave or Parental Leave, the nurse shall be returned to work with no change in employment status (i.e. full-time, part-time) except as otherwise mutually agreed between the nurse concerned and the Employer. Such nurse shall be placed in the same occupational classification and at the same increment level on their salary schedule but they cannot be assured of being returned to the same nursing unit or shift.

For leaves of absence exceeding sixty (60) weeks in duration, the nurse shall be returned to work in any position covered by this Agreement with no change in employment status (i.e. full-time, part-time) except as otherwise mutually agreed between the nurse concerned and the Employer, and they shall be reinstated at their previous salary, provided that such salary shall not exceed the maximum for the position in which the nurse is placed. Notwithstanding Article 3001, a nurse not placed in their former position will be given consideration over other nurses for the first vacancy made available to them in a similar position.

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

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

2406 Professional Leave - If, in the opinion of the Employer, it is in the best interests of resident care, nurses may, whenever practicable, be granted time off with pay in order to attend professional or educational meetings, conventions, workshops and institutes.

2407 Education Leave

Where the Employer requires a nurse who is scheduled to work to attend educational conferences, workshops or programs (including certification and/or re-certification in C.P.R.) during working hours, the Employer shall pay registration or tuition fees, related expenses as authorized by the Employer, and salary of the nurse concerned at straight time rates.

Where the Employer requires a nurse who is not scheduled to work to attend educational conferences, workshops or programs (including certification and/or re-certification in C.P.R.) during non-working time, the Employer shall pay registration or tuition fees, related expenses as authorized by the Employer, and shall pay the nurse for the time of such attendance at straight time rates.

Employer Sponsored Educational Development:

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

2408 Parenting Leave:

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

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

A. Maternity Leave Plan "A"

1. Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:
 - (a) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.

- (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
- (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of the nurse's health as verified by a qualified medical practitioner becomes incompatible with the requirements of the nurse's job.

B. Maternity Leave Plan "B"

1. In order to qualify for Plan B, a pregnant nurse must:
 - (a) submit to the Employer an application in writing, for leave under Plan B submit to the Employer an application in writing, for leave under Plan B not less than one (1) month before the intended date of the leave.
 - (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.
 - (c) provide the Employer with proof that they have applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the nurse has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
 - (d) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of the nurses health as verified by a qualified medical practitioner becomes incompatible with the requirements of the nurse's job.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) the nurse will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, except that where a nurse is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following their return from Maternity Leave, the nurse must remain in the employ of

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

- (b) the nurse will return to work on the date of the expiry of their Maternity Leave and where applicable, the nurse's Parental Leave, unless this date is modified as per C.6 below.
- (c) should the nurse fail to return to work as provided under (a) and/or (b) above, the nurse is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during their entire period of Maternity Leave.
- (d) In the event the nurse does not complete the full period of service as required under Part (a) and (b) above, the nurse shall repay a portion of the "top up" as follows:

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

3. A nurse who qualifies is entitled to a Maternity Leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in (1) (b).
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in (1) (b).
 - (c) the Employer may, notwithstanding the above, vary the length of Maternity Leave upon proper certification by the attending physician.
4. Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to the Employment Insurance Act, the nurse must provide proof to the Employer. Reasonable

consideration will be given to extending the above period of time for the nurse in exceptional circumstances.

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

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

- 5. Plan B does not apply to a newly hired nurse occupying a term position.
- 6. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

C. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of 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 (C 2.) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with Article 2401.
2. Except as outlined below, any nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

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

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

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

- 3. Subject to 4. below, Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
- 4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- 5. Three (3) days of paid leave of absence (24 hours) shall be granted to a full-time nurse prior to the commencement of

Maternity, Paternity, or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity, or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

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

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

2409

Union Leave -

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

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

2410

Legal and Investigative Proceedings

- a) A nurse required to attend a court proceeding, other than in a work related matter for another Employer or a court proceeding occasioned by the nurse's private affairs where they are a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the Employer any jury or witness fees received, only for those days they were normally scheduled to work. The nurse shall not request reimbursement for, or be required to remit any reimbursement of expenses for such duty.

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

- b) A nurse required to attend a court proceeding/inquest to provide medical/clinical evidence in a work related matter for the Employer, shall receive a leave of absence at their regular basic rate of pay, and shall remit to the Employer any witness fees received. The nurse shall not be required to remit any reimbursement of expenses for such duty.
- c) Where a nurse is required to prepare for a court proceeding/inquest where they will provide medical/clinical evidence, in a work related matter for the Employer during time that the nurse is not scheduled to work, the Employer and the nurse will mutually agree on alternate time off in lieu or compensate for time at regular rates of pay, subject to the Employer's prior approval of the required preparation time.

Where the Employer requires the nurse to participate in a workplace investigation that is required by legislation or Employer policy, and where such investigation meetings cannot be scheduled on the nurse's regular day of work, the Employer will compensate the nurse for the investigation meeting time at regular rates of pay.

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

2411 Bereavement Leave -

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

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

- (b) Provided the nurse has not received bereavement leave in accordance with (a) above, necessary time off up to one (1) day at basic pay will be granted to a nurse to attend an internment, funeral or initial memorial service as a pallbearer.

Provided the nurse has not received bereavement leave in accordance with (a) above, necessary time off up to one (1) day at basic pay may be granted a nurse to attend either an internment, funeral or initial memorial service as a mourner at the Employer's discretion. Special consideration will be given to requests for leave related to the death of significant other persons under this provision.

2412 Examination Leave - Upon request, a nurse shall be granted a leave of absence without pay on the day immediately preceding and/or the day of their writing of a registration or licensing examination.

2413 Leave re Public Office - A nurse will be granted unpaid leave of absence to enable the nurse, if nominated, to campaign for public office.

2414 Pre-retirement Leave -

- (a) Full-time nurses who:
- (i) retire at age sixty-five (65) years; or
 - (ii) retire after age sixty-five (65) years; or
 - (iii) have completed at least ten (10) years continuous employment and retire after age sixty (60) 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.

- (b) Calculation of pre-retirement leave entitlement shall begin from the date of the nurses last commencing employment at the Facility and shall be based on the nurse's total seniority on the date of retirement.

- (c) Part-time nurses who:
- (i) retire at age sixty-five (65) years; or
 - (ii) retire after age sixty-five (65) years; or
 - (iii) have completed at least ten (10) years continuous employment and retire after age sixty (60) 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:

Regular Hours Paid From <u>Last Date of Employment</u> Annual Full-time Hours	X	Entitlement of a Full-time Nurse
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NOTE: Where a nurse chooses to take a lump sum payment, the retirement date shall be their last day worked. The lump sum shall be payable as soon as reasonably possible after the last day paid.

- (d) Payment shall, at the option of the nurse, be made in a lump sum or as a continuation of salary until the scheduled retirement date, or as a combination of continuation of salary followed by a lump sum payment.
- (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.

2415 Leave re Citizenship - Nurses shall be allowed up to one (1) day off with pay to attend citizenship court to become a Canadian citizen. The nurse shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

2416 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.

2417 Compassionate Care Leave:

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

- (a) A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take no more than two (2) periods of leave, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For a nurse to be eligible for leave, a physician who provides care to the family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided 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 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);
 - (vi) 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 the nurse and the Employer otherwise mutually agreed, a nurse may end their Compassionate Leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours notice of his or her expected return. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation.
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

- (i) Subject to the provisions of Article 2302, a nurse may apply to utilize income protection to cover part or all of the Employment Insurance waiting period.

ARTICLE 25 -- SENIORITY

2501 "Seniority" shall be defined as the length of the nurse's continuous employment from the last date on which the nurse commenced work at the Facility, 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) the nurse is on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) the nurse is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D & R, for a period of more than two (2) years from the date of the first absence from work related to the injury or illness; this period shall be for a maximum of four (4) years.
- (iii) the nurse is on an educational leave of absence in excess of two (2) years;
- (iv) the nurse is laid off for more than twenty-six (26) weeks and less than five (5) years;
- (v) the nurse obtains a term position of sixty (60) weeks or less, or up to a maximum of eighty (80) weeks to replace a nurse who is on Parenting Leave or Parental Leave, outside the bargaining unit.

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

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

- (viii) the nurse is on Compassionate Care Leave, Leave Related to Critical Illness, or Domestic Violence Leave, as provided for in the Employment Standards Code.

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

2505 The seniority of a nurse will terminate if:

- (i) the nurse resigns;
- (ii) the nurse is discharged, and not reinstated under the grievance procedure;
- (iii) the nurse is laid off for more than five (5) years;
- (iv) the nurse fails to report for duty within seven (7) days after notification to do so, subject to Article 2707;
- (v) the nurse fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason.
- (vi) the nurse obtains a permanent position outside the bargaining unit; or a term position which is greater than sixty (60) weeks, or up to a maximum of eighty (80) weeks to replace an employee who is on Parenting Leave or Parental Leave.

2506 If a nurse is retained beyond the probationary period, their seniority will date from the first day of employment with the Employer.

2507 The Employer shall once annually, by January 31st, provide the Union with a list of the names of nurses within the scope of this Agreement together with the length of each nurse's continuous employment with the Facility. Any alleged errors in the list will be reviewed by the Employer and corrected as soon as possible.

ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT

2601 Employment may be terminated voluntarily by a nurse subject to four (4) calendar weeks written notice for all nurses with the exception of the Nurse Coordinator. Nurse Coordinators must give six (6) weeks written notice. Notice must be exclusive of any vacation due.

2602 Employment may be terminated with less notice or without notice:
(a) by mutual agreement between the nurse and the Employer for special circumstances, or

(b) during the probationary period of a newly hired nurse subject to Article 31 herein, or

(c) in the event a nurse is dismissed for sufficient cause to justify lesser or no notice.

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

2604 Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of their employment and by the next pay day following 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 ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of nursing staff.

(b) If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the notification in (a) above.

(c) The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.

(d) The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.

(e) In keeping with the Employer's commitment to ensure that any affected nurse shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, Article 27 shall apply. Should the nurse choose to not exercise seniority rights under Article 27, then layoff in accordance with Article 27 shall apply.

(f) In the event of (e) above occurring or in the event of the closure of the facility and in conjunction with (g) below, the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with retention of employment for nurses.

(g) The Employer will also cooperate with other Employers, the Provincial Health Labour Relations Services, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

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

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

Notice shall be as follows:

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

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

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

Notwithstanding Article 3406, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided the nurse is qualified, competent and willing to perform the required work. The available shifts accepted by the nurse on layoff may equal the nurse's regular EFT commitment.

During the first three (3) years of a layoff, the nurse on layoff will receive preferential consideration for the assignment of such shifts, provided that this will not result in the nurse working in excess of their regular EFT commitment.

During the period between three (3) to five (5) years, a laid off nurse may indicate availability for additional available shifts but will not receive preferential consideration over part-time nurses.

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

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

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

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

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

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

(d) the nurse shall be paid four point six two percent (4.62%) (five percent (5.0%) effective September 30, 2021) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,

(e) participation of Full time and Part time nurses 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 nurse 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 are to 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 a minimum of one (1) week's notice to report back to work.

Each nurse thus recalled 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 and the incumbent will be entitled to exercise their seniority rights, subject to their ability, performance, and qualification, to displace a nurse in a position of equal 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 provided to the President of the Local upon request during the period when any nurses are on layoff.

2710 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.

2711 Accumulated vacation entitlement shall be paid out at time of layoff except where, prior to the date of layoff, a nurse has been awarded a term or permanent position which commences within four (4) weeks of date of layoff.

ARTICLE 28 -- PROMOTION

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

2802 The nurse's anniversary date of employment 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 trial period, the nurse may return to their former position at their request or be returned to their former position 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 and shall give the nurse advance notice of the nature of the complaint. The nurse may be accompanied at the meeting by a Union representative. The Employer shall inform the nurse of their right to have a Union representative present and advise the Union that this has been done.

2902 If the action referred to in Article 2901 above results in a written warning, suspension, demotion or dismissal of a nurse, the Employer shall notify the nurse in writing of the action taken and the reasons either by registered mail or personal service 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 If a nurse is reclassified to a lower paid position because of changing conditions within the Employer, the nurse will retain their current salary level until the salary scale of the lower position reaches their level of salary.

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

2905 A nurse shall be given a reasonable 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 their, 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.

2906 A nurse accompanied by a Union representative if the nurse so elects, may examine their personnel file with a minimum of twenty-four (24) hours advance written notice at a time mutually agreeable. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter.

Any nurse who has been terminated may consult their file and upon written request shall receive copies of specified documents relevant to the termination, so long as the written request is made within sixty (60) days of the nurse's termination.

2907 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 or new positions covered under this Agreement for at least seven (7) days to enable nurses presently in the employ of the Facility to apply for same. Such posting shall not preclude the Employer from advertising outside the Facility premises. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) and date of closing of the competition. Job descriptions shall be available to applicants on request.

3002 The Employer will be required to post a notice of vacancy for only two (2) 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 The name of the successful applicant and the position awarded will be posted on the bulletin board accessible to all nurses for a period of seven (7) calendar days with a copy of this information forwarded to the Local President.

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

An unsuccessful applicant may inquire of the hiring Manager to why they were not selected for an interview.

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

3004 Provided that equivalent qualifications are met, preference shall be given to nurses presently in the employ of the Employer who have submitted a written application for the vacant or new position.

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

3006 "Term Position" --

A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of sixty (60) weeks or up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Parenting Leave or Parental Leave, where resident census or workload necessitates a temporary increase in staffing, if mutually agreed, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under Employment Security provisions in Article 27, or as otherwise mutually agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

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

The maximum duration specified in paragraph 1 above for term positions shall not apply in situations where a nurse is absent indefinitely due to Workers Compensation and/or illness and/or accident. In these cases, the Employer shall state on the job posting that the said term position is an "Indefinite Term" which will

expire subject to a minimum of twenty-four (24) hours notice. The "Indefinite Term" will expire upon either the return to work or termination of employment of the nurse on leave or the nurse relinquishes their position and remains on leave. The Employer shall provide written confirmation of the anticipated expiry date of the indefinite term position. 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 C.6, the Employer shall state on the job posting/posting board 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.

On expiry of the term position the nurse:

- (a) newly hired from outside the Facility shall be entitled to exercise their seniority rights to obtain any vacant position for which they are qualified, without interruption of seniority or benefits if the position commences within six (6) weeks of the expiry of the term position. During this six (6) week period if a nurse secures casual employment, they may work available casual shifts.
- (b) who was employed by the Employer immediately prior to accepting the term position shall return to their former position if reasonably possible. A nurse not returned to their former position shall be returned to their former occupational classification and employment status within the Facility.

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 unsatisfactory performance. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

ARTICLE 32 -- PERFORMANCE APPRAISALS

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

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

3203 The nurse shall sign their performance appraisal to verify that the nurse has read it. A footnote printed under the space provided for the nurse's signature on the performance appraisal shall specify that the signature merely indicates that the contents of the document have been read.

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

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

3301 In recognition of the fact that during the performance of their duties nurses may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for same in accordance with Employer policy. The validity and amount of such compensation payment will be determined exclusively by the Employer.

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

3401 Income protection accumulation for part-time nurses shall be calculated as follows:

$$\frac{\text{Regular Hours Paid to Part-time Nurses}}{\text{Full-time Hours}} \quad \times \quad \text{Entitlement of Full-time Nurses}$$

3402

(a) Part-time nurses will be paid four point six two percent (4.62%) (five percent (5%) effective September 30, 2021) 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.

- (b) In addition to the pay specified above, a part-time nurse required to work on a Recognized Holiday shall receive pay at the rate of time and one-half (1.50) for hours worked subject to Article 16.

3403 A part-time nurse who completes 1343 hours worked within one (1) calendar year shall be entitled to receive an increment on their next following anniversary date of employment. When a part-time nurse does not complete 1343 hours worked within one (1) calendar year, the nurse shall be entitled to receive an increment upon completion of the 1343 hours, and the increment shall apply to the bi-weekly period next following the anniversary date, or the completion of the 1343 hours as the case may be.

3404 At the effective date of this Agreement each part-time nurse shall retain the number of hours previously worked since their last anniversary increment date for purposes of determining increment entitlement thereafter.

3405 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.

3406 Part-time nurses who make known in writing 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.

3407 A part-time nurse is committed to work their regular hours during the summer months except for their period of vacation with pay.

3408 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.

3409 Seniority of a part-time nurse shall be accumulated on a pro-rata basis.

3410

(a) Vacation pay shall be calculated as follows:

Hours Paid at Regular Rate of Pay (during vacation year) Full-time Hours	X	Entitlement of a Full-time Nurse
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(b) Part-time nurses shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time nurse whenever reasonably possible.

3411 A part-time nurse called back to work hours in excess of an assigned shift in any one (1) day shall be paid at overtime rates of pay with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time the nurse starts to work to the beginning of their shift.

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES

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

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

When a nurse elects to terminate their full-time or part-time position and makes application to be hired as a casual nurse, the following conditions will apply:

(a) Such casual nurse will be paid in accordance with the salary specified in Appendices "A" and "B";

(b) The nurse will receive the salary of the occupational classification into which they are assigned and at the same increment level that had been attained while working as a full-time or part-time nurse.

3503 Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 16
- shift premium and weekend premium outlined in Article 17
- the allowance as outlined in Article 18
- responsibility pay premium outlined in Article 19
- transportation allowance/escort duty outlined in Article 20
- the rights outlined in Articles 2905, 2906, 2907
- the Employer Sponsored Educational Development allowance in Article 2407
- the Legal and Investigative Proceedings in Article 2410.
- Continuation of placement at the twenty (20) year rate if rehired after a period of no longer than six (6) months. For clarity, a period of pre-retirement leave does not count towards the six (6) month qualification time limit.

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

Casual nurses will be paid five percent (5%) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16).

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

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

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

3507 A casual nurse shall receive increments (calculated from the date of their last increment, or their starting date as the case may be) on the basis of one (1) increment for each 1343 hours worked or one (1) year's service whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

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

3509 Casual nurses will be entitled to the rights outlined in Articles 2903, 2904, and 2905 -- Discipline, Demotion and Access to Personnel File.

3510 Casual nurses shall accrue seniority for regular hours worked only for the purposes of Article 30 and only in situations related to a competition for a position where there are no other qualified applicants currently in the bargaining unit. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position in accordance with Article 3005 (a), they shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

Casual nurses will receive payment for one (1) orientation day following the completion of every three (3) shifts worked.

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, they shall be paid their outstanding orientation pay at regular rates on their first pay cheque subsequent to obtaining the said position.

3511 Articles 12 and 13 herein apply only with respect to the terms of this Article.

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

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

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

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

(b) The anniversary date of a newly graduated graduate nurse or graduate psychiatric nurse who obtains registration within one (1) year of commencing employment shall be the date of their commencement of employment.

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

3602 **Out of Province Nurses**

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

3603 **Termination**

- (a) In accordance with the Regulated Health Professions Act or the relevant regulations to this Act, failure of the graduate nurse 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 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 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 immediately thereafter a report a statement as to the fitness of the nurse from the physician, nurse practitioner or physician/clinical assistant.

3703 Time off for special medical and dental examinations and/or treatments, may be granted and such time off shall be chargeable against accumulated income protection benefits. It is understood that a nurse will attempt to obtain an early or late appointment in order to accommodate resident care.

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 2080 hours	Start Rate
2080 hours within past 4 years	1 Year Rate
4160 hours within past 5 years	2 Year Rate
6240 hours within past 6 years	3 Year Rate
8320 hours within past 6 years	4 Year Rate

10400 hours within past 7 years (Effective August 1, 2021)	5 Year Rate
12480 hours within past 8 years (Effective August 1, 2022)	6 Year Rate
14560 hours within past 9 years	7 Year Rate

(b) A nurse employed as a Nursing Unit Co-ordinator shall be granted a starting salary that is not less than one (1) increment step above what their starting salary would be if they were employed as a Staff Nurse.

(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 the nurse, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

3804 Applicable to Licensed Practical Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2080 hours	Start Rate
2080 hours within past 4 years	1 Year Rate
4160 hours within past 5 years	2 Year Rate
6240 hours within past 6 years	3 Year Rate
8320 hours within past 6 years	4 Year Rate
10400 hours within past 7 years	5 Year Rate
12480 hours within past 7 years (Effective August 1, 2021)	6 Year Rate
14105 hours within past 8 years	7 Year Rate

3805 Starting salaries, as specified herein, are to be regarded as minimum and shall not prevent the Employer from granting a higher starting salary to any nurse when, in the judgement 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 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 education 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, the Employer will inform the Union of the proposed rates of pay for such positions. If the Union wishes to enter into negotiations on these rates of pay it will so inform the Employer within seven (7) days and negotiations will commence within an additional ten (10) days, which time may be extended by mutual agreement between the Employer and the Union. If the parties are unable to reach agreement concerning the rates of pay, the dispute shall at the request of either or both parties be dealt with in accordance with the provisions as set forth in Article 13 (Arbitration Procedure) herein, commencing at Article 1302.

3808 Retroactivity:

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

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

3809 Should an error be made in a nurse's pay which results in a loss of eight (8) hours or more of regular pay, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than eight (8) hours of regular pay, the correction will be made on the next scheduled pay day.

ARTICLE 39 -- EMPLOYEE BENEFIT PROGRAM

3901 Pension Plan:

The Employer agrees to a group RRSP based on matching contributions between the Employer and the Employee as follows:

Effective December 1st, 2011

- 7% contribution Employer
- 7% contribution Employee

Effective July 1st, 2023

- 7.5% contribution Employer
- 7.5 % contribution Employee

3902 Dental Plan:

The parties agree that the Health Care Employees Benefit Plan sponsored dental plan will be on a 50-50 cost shared basis. This is applicable to full and part-time nurses only.

3903 Extended Health Benefits:

The parties agree that the Extended Health Benefits Plan will be on a 50-50 cost shared basis.

3904 Disability & Rehabilitation:

The Employer agrees to participate in the Disability and Rehabilitation Plan. The Employer will pay the entire premium to a maximum of 2.3%.

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

3905 Health Spending Account:

Effective April 1, 2010, a Health Spending Account (HSA) shall be made available for eligible nurses. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP "Enhanced" Extended Health Benefit Plan and the HEBP Dental Plan.

The annual HSA benefit amounts shall be:

April 1, 2011 - \$500.00 for full-time nurses
- \$250.00 for part-time nurses

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

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

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

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

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

ARTICLE 40 – OVERPAYMENTS

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

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected nurse and the Union within twenty (20) business days of discovery;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible; and,
- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the nurse.

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

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

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

process. The jurisdiction of an arbitrator appointed pursuant to the grievance process to interpret and apply any applicable benefit plan shall be limited to the application of this provision.

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

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

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

ARTICLE 41 – STAFF ORIENTATION

4101 The Employer shall provide an appropriate orientation program, education and materials as required by Manitoba Health Standards for nurses. Further, an orientation program shall be provided where appropriate upon request for nurses returning from an extended leave of absence.

APPENDIX "A" -- SALARIES

Each nurse currently employed on date of ratification shall be entitled to a one-time lump sum payment calculated on the following basis:

\$0.50 per hour for all hours paid by the Employer to a maximum of 1.0 EFT, at the nurse's regular rate of pay between May 1, 2021 to April 30, 2022.

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

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

Effective August 1, 2017 - Monthly salaries include a 1.25 % increase.
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours
 Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 Year	20 YEAR
LPN	26.782	27.658	28.523	29.575	30.538	31.615	32.741		33.395
	4642.190	4794.078	4943.990	5126.256	5293.335	5479.892	5675.036		5788.537
	55706.280	57528.938	59327.879	61515.073	63520.018	65758.704	68100.434		69462.443
RN/RPN	34.987	36.208	37.433	38.709	39.957	41.246			42.071
	6064.336	6275.988	6488.306	6709.535	6925.813	7149.354			7292.341
	72772.036	75311.860	77859.666	80514.417	83109.754	85792.244			87508.088
20 Years Service RN/RPN	35.686	36.932	38.181	39.483	40.756	42.071			
	6185.623	6401.508	6618.072	6843.725	7064.329	7292.341			
	74227.477	76818.097	79416.860	82124.705	84771.949	87508.088			
Nursing Unit Co-ordinator	36.280	37.547	38.862	40.152	41.350	42.600			43.452
	6288.590	6508.094	6736.122	6959.714	7167.289	7384.066			7531.748
	75463.079	78097.126	80833.464	83516.573	86007.469	88608.796			90380.972
20 Years Service Nursing Unit Co-ordinator	37.006	38.298	39.639	40.955	42.177	43.452			
	6414.362	6638.256	6870.844	7098.909	7310.635	7531.748			
	76972.341	79659.069	82450.133	85186.904	87727.618	90380.972			

Effective August 1, 2018 - Monthly salaries include a 1.25 % increase.
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours
 Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 Year	20 YEAR
LPN	27.117	28.004	28.880	29.944	30.920	32.010	33.150		33.813
	4700.217	4854.004	5005.790	5190.334	5359.501	5548.391	5745.974		5860.894
	56402.608	58248.050	60069.477	62284.012	64314.018	66580.688	68951.690		70330.723
RN/RPN	35.424	36.660	37.900	39.193	40.456	41.762			42.597
	6140.141	6354.438	6569.409	6793.404	7012.386	7238.721			7383.495
	73681.687	76253.258	78832.912	81520.847	84148.626	86864.647			88601.939
20 Years Service RN/RPN	36.132	37.393	38.658	39.977	41.265	42.597			
	6262.943	6481.527	6700.798	6929.272	7152.633	7383.495			
	75155.320	77778.323	80409.571	83151.264	85831.599	88601.939			
Nursing Unit Co-ordinator	36.734	38.016	39.348	40.654	41.867	43.133			43.996
	6367.197	6589.445	6820.324	7046.711	7256.880	7476.367			7625.894
	76406.367	79073.340	81843.882	84560.530	87082.562	89716.406			91510.734
20 Years Service Nursing Unit Co-ordinator	37.469	38.776	40.135	41.467	42.704	43.996			
	6494.541	6721.234	6956.730	7187.645	7402.018	7625.894			
	77934.495	80654.807	83480.760	86251.741	88824.213	91510.734			

Effective August 1, 2019 - Monthly salaries include a 1.4 % increase.
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours
 Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 Year	20 YEAR
LPN	27.496	28.396	29.284	30.363	31.353	32.458	33.614		34.286
	4766.020	4921.960	5075.871	5262.999	5434.535	5626.068	5826.418		5942.946
	57192.245	59063.522	60910.450	63155.988	65214.414	67512.817	69917.013		71315.353
RN/RPN	35.920	37.173	38.431	39.741	41.022	42.347			43.193
	6226.103	6443.400	6661.381	6888.512	7110.559	7340.063			7486.864
	74713.230	77320.804	79936.573	82662.139	85326.707	88080.752			89842.367
20 Years Service RN/RPN	36.638	37.917	39.200	40.536	41.843	43.193			
	6350.625	6572.268	6794.609	7026.282	7252.770	7486.864			
	76207.495	78867.220	81535.305	84315.382	87033.241	89842.367			
Nursing Unit Co-ordinator	37.248	38.548	39.899	41.223	42.453	43.737			44.611
	6456.338	6681.697	6915.808	7145.365	7358.476	7581.036			7732.657
	77476.057	80180.367	82989.697	85744.377	88301.718	90972.435			92791.884
20 Years Service Nursing Unit Co-ordinator	37.993	39.319	40.697	42.048	43.302	44.611			
	6585.465	6815.331	7054.124	7288.272	7505.646	7732.657			
	79025.578	81783.974	84649.491	87459.265	90067.752	92791.884			

Effective August 1, 2020 - Monthly salaries include a 0.5% increase.
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours
 Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 Year	20 YEAR
LPN	27.634	28.538	29.430	30.515	31.510	32.620	33.782		34.458
	4789.851	4946.570	5101.250	5289.314	5461.707	5654.198	5855.550		5972.661
	57478.206	59358.840	61215.002	63471.768	65540.486	67850.381	70266.598		71671.930
RN/RPN	36.099	37.359	38.623	39.940	41.228	42.558			43.409
	6257.233	6475.617	6694.688	6922.954	7146.112	7376.763			7524.298
	75086.796	77707.408	80336.256	83075.450	85753.341	88521.155			90291.578
20 Years Service RN/RPN	36.821	38.107	39.396	40.739	42.052	43.409			
	6382.378	6605.130	6828.582	7061.413	7289.034	7524.298			
	76588.532	79261.556	81942.981	84736.959	87468.407	90291.578			
Nursing Unit Co-ordinator	37.434	38.741	40.098	41.429	42.665	43.955			44.835
	6488.620	6715.106	6950.387	7181.092	7395.269	7618.941			7771.320
	77863.437	80581.269	83404.645	86173.099	88743.226	91427.298			93255.844
20 Years Service Nursing Unit Co-ordinator	38.183	39.516	40.900	42.258	43.518	44.835			
	6618.392	6849.408	7089.395	7324.713	7543.174	7771.320			
	79420.706	82192.894	85072.738	87896.561	90518.091	93255.844			

Effective August 1, 2021 - Monthly salaries include a 1.2% increase.
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours
 Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 Year	20 YEAR
LPN	27.965	28.880	29.783	30.881	31.888	33.012	34.187	35.213	35.917
	4847.329	5005.929	5162.465	5352.786	5527.248	5722.049	5925.816	6103.591	6225.663
	58167.945	60071.146	61949.582	64233.429	66326.972	68664.586	71109.797	73243.091	74707.953
RN/RPN	36.533	37.808	39.087	40.419	41.722	43.069	43.930		44.809
	6332.320	6553.325	6775.024	7006.030	7231.865	7465.284	7614.590		7766.882
	75987.838	78639.897	81300.291	84072.355	86782.381	89583.409	91375.077		93202.579
20 Years Service RN/RPN	37.263	38.564	39.868	41.228	42.557	43.930	44.809		
	6458.966	6684.391	6910.525	7146.150	7376.502	7614.590	7766.882		
	77507.595	80212.695	82926.297	85753.802	88518.028	91375.077	93202.579		
Nursing Unit Co-ordinator	37.884	39.206	40.580	41.927	43.177	44.483	45.373		46.280
	6566.483	6795.687	7033.792	7267.265	7484.012	7710.369	7864.576		8021.868
	78797.798	81548.244	84405.501	87207.176	89808.145	92524.425	94374.914		96262.412
20 Years Service Nursing Unit Co-ordinator	38.641	39.990	41.391	42.765	44.041	45.373	46.280		
	6697.813	6931.601	7174.468	7412.610	7633.692	7864.576	8021.868		
	80373.754	83179.209	86093.611	88951.320	91604.308	94374.914	96262.412		

Effective August 1, 2022 - Monthly salaries include a 2 % increase.
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours
 Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 Year	20 YEAR
LPN	28.525	29.458	30.379	31.499	32.526	33.672	34.871	35.917	36.636
	4944.275	5106.047	5265.715	5459.841	5637.793	5836.490	6044.333	6225.663	6350.176
	59331.303	61272.569	63188.574	65518.098	67653.512	70037.878	72531.993	74707.953	76202.112
RN/RPN	37.263	38.564	39.868	41.228	42.557	43.930	44.809	45.705	46.619
	6458.966	6684.391	6910.525	7146.150	7376.502	7614.590	7766.882	7922.219	8080.664
	77507.595	80212.695	82926.297	85753.802	88518.028	91375.077	93202.579	95066.631	96967.963
20 Years Service RN/RPN	38.009	39.335	40.666	42.052	43.408	44.809	45.705	46.619	
	6588.146	6818.079	7048.735	7289.073	7524.032	7766.882	7922.219	8080.664	
	79057.747	81816.949	84584.823	87468.878	90288.389	93202.579	95066.631	96967.963	
Nursing Unit Co-ordinator	38.641	39.990	41.391	42.765	44.041	45.373	46.280	47.206	48.150
	6697.813	6931.601	7174.468	7412.610	7633.692	7864.576	8021.868	8182.305	8345.951
	80373.754	83179.209	86093.611	88951.320	91604.308	94374.914	96262.412	98187.660	100151.413
20 Years Service Nursing Unit Co-ordinator	39.414	40.790	42.219	43.620	44.921	46.280	47.206	48.150	
	6831.769	7070.233	7317.957	7560.862	7786.366	8021.868	8182.305	8345.951	
	81981.229	84842.793	87815.483	90730.346	93436.394	96262.412	98187.660	100151.413	

Effective August 1, 2023 - Monthly salaries include a 2% increase.
 Hourly salary is calculated as (monthly salary x 12) ÷ annual hours
 Annual hours = 2080

	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 Year	20 YEAR
LPN	29.095	30.047	30.987	32.129	33.176	34.345	35.569	36.636	37.368
	5043.161	5208.168	5371.029	5569.038	5750.548	5953.220	6165.219	6350.176	6477.180
	60517.930	62498.020	64452.346	66828.460	69006.582	71438.635	73982.633	76202.112	77726.154
RN/RPN	38.009	39.335	40.666	42.052	43.408	44.809	45.705	46.619	47.552
	6588.146	6818.079	7048.735	7289.073	7524.032	7766.882	7922.219	8080.664	8242.277
	79057.747	81816.949	84584.823	87468.878	90288.389	93202.579	95066.631	96967.963	98907.322
20 Years Service RN/RPN	38.769	40.122	41.479	42.893	44.276	45.705	46.619	47.552	
	6719.908	6954.441	7189.710	7434.855	7674.513	7922.219	8080.664	8242.277	
	80638.902	83453.288	86276.519	89218.256	92094.157	95066.631	96967.963	98907.322	
Nursing Unit Co-ordinator	39.414	40.790	42.219	43.620	44.921	46.280	47.206	48.150	49.113
	6831.769	7070.233	7317.957	7560.862	7786.366	8021.868	8182.305	8345.951	8512.870
	81981.229	84842.793	87815.483	90730.346	93436.394	96262.412	98187.660	100151.413	102154.442
20 Years Service Nursing Unit Co-ordinator	40.202	41.606	43.063	44.493	45.820	47.206	48.150	49.113	
	6968.404	7211.637	7464.316	7712.079	7942.094	8182.305	8345.951	8512.870	
	83620.854	86539.649	89571.793	92544.953	95305.122	98187.660	100151.413	102154.442	

APPENDIX "B" -- ACADEMIC ALLOWANCES

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

- (a) Upon completion of an approved clinical course/program, or CNA Certification in a nursing specialty, or an approved course in Gerontology, or the Nursing Unit Administration Course, or a Registered Nurse with a Registered Psychiatric Nurse Diploma, is relevant to the position held by the nurse:

\$0.288 per hour for all paid hours

- (b) For a Baccalaureate Degree in Nursing, or a Baccalaureate Degree in Psychiatric Nursing, Newly graduated nurses with a Baccalaureate Degree in Nursing or Psychiatric Nursing shall have the allowance paid effective first day of work, subject to proof of degree provided within six (6) months of Employer request.

\$0.577per hour for all paid hours commencing date of ratification.

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

- C.1 Occupational classifications are as follows:
- (a) Nursing Unit Co-ordinator -- A nurse who is responsible to the Director of Nursing for total care given to the residents of the Facility or a nurse responsible for inservice education instruction.
 - (b) RN/RPN -- A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
 - (c) L.P.N. -- A "Licensed Practical Nurse" is a person entitled to practice under the Licensed Practical Nurses' Act of Manitoba.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. NORBERT LODGES LTD.
AND
ST. NORBERT NURSES LOCAL 53
OF THE MANITOBA NURSES' UNION**

1. *Re: Ratification of Collective Agreement*

The ratification date of the currently Collective Agreement occurred on May 17th, 2022.

2. *Re: "12" Hour Shift*

The Employer and the Union mutually agree to the following conditions and understandings regarding the twelve ("12") hour shift.

1. The procedure to be followed for the trial and implementation of the twelve ("12") hour shift schedule pattern shall be as follows:
 - (a) A meeting of all nurses who will be affected by the shift change, and the Director of Nursing will be held to discuss a tentative "12 Hour" shift schedule pattern and a proposed date for the commencement of the trial period. Following the meeting a date will be determined for a secret ballot vote to establish that the majority of nurses are in favour of the shift change.
 - (b) A majority is sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the "12 Hour" shift can proceed. Nurses terminating employment on the ward before commencement of the trial period will not be entitled to vote. A letter will be forwarded to the President of Local 53 informing them that the unit is examining a "12 Hour" rotation.
 - (c) Once it is determined that the majority of nurses are in favour of a shift change, a Master Rotation will be developed in meaningful consultation with the nurses as defined in Article 1504.
 - (d) The length of the trial period will be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.

- (e) Six (6) weeks prior to completion of the trial period, a ward meeting will be held to evaluate the twelve (“12”) hour shift and to implement or discontinue the “12 Hour” rotation.
- (f) The “12” hour shifts may be discontinued [subject to a sixty percent (60%) vote in favour of discontinuing the shift by nurses on the unit/or by the Employer with written notification of ninety (90) working days. The Union will be notified of the discontinuance of the “12 Hour” shift. The Employer and the Union shall meet to determine a date of return to the eight (8) hour shift.

2. Hours of Work and Shift Schedules:

Full time hours of work shall provide:

- (a) Twenty (20) shifts of 12 hours duration in each three (3) consecutive bi-weekly period; or
- (b) That there shall be a combination of shifts of twelve (“12”) hours duration and eight (8) hours duration that equal an average of eighty (80) hours bi-weekly averaged over the three (3) consecutive bi-weekly periods in the shift schedule pattern; or
- (c) Four (4) scheduled “12” hour shifts followed by four (4) days off and once every six (6) months the nurse shall receive an additional four (4) days off. Where this rotation pattern is utilized, the provisions of Article 1504 (d) (weekends) shall not apply. The additional four (4) days off may be scheduled together or separately in each six (6) month period, and the decision on how these will be scheduled will be in consultation with the nurses and included in the master rotation.

Shift schedules shall be based on Master Rotation patterns planned in consultation with the nurses concerned, and provide for a minimum of eleven and a half (11.5) hours off between assigned shifts, a minimum of forty-seven (47) hours off duty at one time, unless otherwise mutually agreed and a minimum of alternate weekends off duty.

- 3. Each shift shall be inclusive of three (3) fifteen (15) minute rest periods and inclusive of twenty-two and one-half (22.5) of the thirty-seven and one-half (37.50) minute meal period and exclusive of fifteen (15) minutes of the meal period.
- 4. A weekend shall mean the period from 2345 hours on Friday until 2330 hours on the immediately following Sunday.

5. Overtime shall be either time worked in excess of the twelve ("12") hour shift or in excess of two hundred and forty (240) hours in any three (3) consecutive bi-weekly periods, such time to have been authorized in such manner and by such persons as may be directed by the Employer.

Overtime for part-time nurses shall be authorized time worked in excess of a scheduled ("12") shift or hours worked in excess of the normal full-time hours in a bi-weekly period, in accordance with Article 16.

6. Coverage on the twelve ("12") hour shift is to be provided by a Day shift extending from 0730 hours to 1945 hours and a Night shift extending from 1930 hours to 0745 hours.

7. Recognized Holidays:

A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times the nurse's basic rate of pay for all hours worked and, in addition, shall receive an alternate eight (8) hours off at the nurse's basic rate of pay. A nurse may accumulate three (3) days off given in lieu of Recognized Holidays in order to take two (2) twelve ("12") hour shifts off with pay.

8. Income Protection:

Hours of absence due to income protection utilization will be calculated in accordance with scheduled hours; i.e. income protection used for a twelve (12) hour shift uses twelve (12) hours of accumulated income protection.

9. Bereavement Leave:

According to Article 2411 of the Collective Agreement, pay for bereavement leave will be calculated according to the amount of scheduled hours of work missed.

10. Vacation:

The amount of paid vacation that a nurse receives under the twelve hour shift schedule pattern is to correspond exactly in hours to the paid vacation on an eight (8) hour shift schedule pattern.

11. Stand by:

The provisions of Article 18 shall apply to the 12 hour shift memo.

12. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the provisions of the Collective Agreement.

3. *Re: Group Benefit Plans*

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

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

4. *Re: Amnesty From Provincial Wage/Hours of Work Reduction Legislation*

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

5. *Re: Retention Allowance*

The parties agree that a Retention Allowance shall be payable in a lump sum to all nurses (including full-time, part-time and casual) employed at St. Norbert Lodges Ltd, as follows:

Effective July 1,2022, \$2.00/hour for all regular hours paid by the Employer (excluding sick time) for the period from date of ratification to June 30, 2022, to a maximum of 1.0 EFT.

Effective July 1,2023, \$2.00/hour for all regular hours paid by the Employer (excluding sick time) for the period from July 1, 2022 to June 30, 2023, to a maximum of 1.0 EFT.

Effective July 1,2024, \$2.00/hour for all regular hours paid by the Employer (excluding sick time) for the period from July 1, 2023 to June 30, 2024, to a maximum of 1.0 EFT.

The retention allowance shall be payable in each year only to nurses actively employed on July 1 of such year.

All statutory deductions will apply to the retention allowance, which is deemed non-pensionable, is not subject to benefit deductions and shall not attract any accruals or benefits.

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 June 30th 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
ST. NORBERT LODGES LTD.
AND
ST. NORBERT NURSES LOCAL 53
OF THE MANITOBA NURSES' UNION**

1. *Ratification of Collective Agreement*
2. *Re: "12 Hour Shift"*
3. *Re: Group Benefit Plans*
4. *Re: Amnesty From Provincial Wage/Hours of Work
Reduction Legislation*
5. *Re: Retention Allowance*

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