

# Collective Agreement

BETWEEN

*Concordia Hospital*

AND


*Concordia Nurses*

*Local 27*

*of the Manitoba Nurses' Union*

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APRIL 1, 1999 TO MARCH 31, 2002



Manitoba Nurses' Union

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THIS AGREEMENT made between:

**CONCORDIA HOSPITAL**

(hereinafter referred to as the "Employer")

— and —

**CONCORDIA NURSES LOCAL 27**

(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 the Manitoba Labour Board Certificate **MLB-4484**.

**ARTICLE 2 — DURATION**

**201** This Collective Agreement shall be in full force and effect from the **1st** day of April **1999**, up to and including the **31st** day of March, **2002**.

**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 non-registered nurse, or a non-licensed nurse, or a graduate pending license 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 **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 but not less than seven and three-quarter (7.75) hours per **bi-weekly** period when averaged over a four (4) week period.

Notwithstanding this, any nurse employed prior to April 1, **1996** on a part-time basis which permits her/him to work less than the above shall maintain her/his part-time employment status.

- (c) "Casual nurse" as defined in **3501**.

**303** "Weekend" shall mean Saturday and Sunday.

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

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

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

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

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

**309** "Non-registered/non-licensed/graduate pending license nurse" shall mean a person who has graduated as a nurse but does not hold registration/license. The terms of this Agreement shall be applicable to the non-registered/non-licensed/graduate pending license nurse as to the registered/ licensed nurse except as otherwise specified herein.

#### **ARTICLE 4 — MANAGEMENT RIGHTS**

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

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

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

**501** The Employer agrees to deduct an amount equal to the current union dues from the **bi-weekly** pay of each nurse in the bargaining unit, whether a member of the Union or not. The Employer shall forward such dues to the Manitoba Nurses' Union by the **15th** day of the following month, together with a list of the names of nurses from the facility for whom deductions have been made and a list of the names of all nurses newly hired/terminated/on leave of absence for a period of four **(4)** weeks or longer.

The Employer also agrees to deduct once annually the amount of any special general assessment made by the Union.

**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 she/he is a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any union or professional association, the matter shall be dealt with in accordance with section **76(3)** of the Labour Relations Act of Manitoba.

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

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

**506** The Union shall provide the Employer with a list of officers and nurse representatives of the Union and shall provide the Employer with a revised list from time to time as occasion may require.

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

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

**(a) Local Negotiations:**

Facilities of less than 150 beds -Two (2) nurses  
Facilities of 151 – 400 beds -Three (3) nurses  
Facilities of over 400 beds — Four (4) nurses

**(b) Joint Negotiations:**

In the event of joint negotiations involving more than one (1) but less than five (5) Employers and the respective Unions, salaries of two (2) nurses per each Facility shall be maintained by the respective Employers.

In the case of joint negotiations involving five (5) or more Employers and the respective Unions, salaries of one (1) nurse representing each participating Manitoba Nurses' Union region and one (1) nurse representing each participating Manitoba Nurses' Union Region 6 Local shall be maintained by the respective Employers.

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

**510** A suitable notice board or notice board space for the use of the Union will be provided by the Employer. Such notice boards shall be located in each building within the site where members of the bargaining



unit are regularly employed. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.

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

**512** A representative of the Union shall be granted not less than thirty (30) minutes during the orientation period in order to **familiarize** nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period.

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

## **ARTICLE 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, restriction or coercion exercised by reason of race, colour, creed, national origin, political or religious affiliation, sex or marital status, age, membership or non-membership or activity in the Union.

**702** The Employer and the Union agree that no form of sexual harassment shall be condoned in the workplace and it is further agreed that both parties will work together in **recognizing** and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union.

## **ARTICLE 7A — HEALTH AND SAFETY**

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

**7A02** In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety 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** and resolving such problems as they arise.

Any nurse who believes a situation may become abusive shall report this to the immediate supervisor. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

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

## **ARTICLE 8 — TECHNOLOGICAL CHANGE**

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

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

- (a) The Employer shall notify the Union at least one hundred and twenty (120) working days before the introduction of the technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on nurse(s).
- (b) The Employer and the Union will meet as soon as possible and not later than ninety (90) working days prior to the intended date of implementation for the purpose of negotiating reasonable provisions to protect the interest of nurse(s) so affected.
- (c) If the Employer and the Union fail to agree upon measures to protect the nurse(s) from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.

**802** A nurse who is displaced from her/his job as a result of technological change:

- (i) shall be given first opportunity to fill any vacancy for which she/he has seniority and for which she/he has the qualifications and ability to perform, 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 patient care, reduction of costs, or increased efficiency, to change the general overall function of a nursing unit, the Employer shall provide written

notice to the nurses and the Union at least ninety (90) days in advance of the change of function, The Employer and the Union shall enter into discussion within fourteen (14) calendar days of notice being given for the purpose of effecting reasonable provisions to protect the interest of nurse(s) so affected.

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

### **1001 Emergency**

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

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

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

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

### **1002 Drills**

- (a) Facility (or site for those transferred to the RHA) disaster, emergency or fire plans brought into effect by drill shall override the provisions of this Agreement provided always that where overtime is worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.
- (b) The importance of regular disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is encouraged.

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

## **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 Administrator 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 once in each month unless otherwise agreed.

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

**1102** 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 Health and Safety Committee, Union Management Committee and any other Facility joint committee to which the Union is required to appoint representatives.

### **1103 Nursing Advisory Committee**

- (a) At the request of either the Union, or the Employer's senior nursing management representative, a Nursing Advisory Committee (N.A.C.) shall be established to:

- (i) Review and make recommendations relative to those unresolved issues relating to workload and staffing.
  - (ii) Provide a forum for discussion and make recommendations on issues relative to nursing professional practise such as nursing standards, nursing functions, physical planning and layout of facilities as they relate to nursing.
- (b) The **N.A.C.** shall be comprised of at least two **(2)\*** and up to three **(3)\*\*** nurses appointed by the Union (at least one of whom shall be a registered nurse or registered psychiatric nurse), and senior nursing management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.
- \* Two **(2)** at those facilities which have less than three **(3)** out of scope senior nursing managers.
  - \*\* Four **(4)** for those facilities exceeding **400** beds.
- (c) The **N.A.C.** shall meet monthly or as otherwise mutually agreed.
- (d) The chair and the secretary of the **N.A.C.** shall alternate between the parties, The secretary shall be the opposite party to the chair.
- (e) Agendas shall be circulated at least seven **(7)** calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.
- (f) Minutes of the **N.A.C.** meetings shall be circulated to members of the committee and shall be approved at the next **N.A.C.** meeting.
- (g) (i) A nurse(s) with a concern as referenced in (a) (i) above shall discuss the matter at the ward/unit level **utilizing** established lines of communication with the

objective of resolving the concern. If the matter is not resolved to the satisfaction of the nurse(s), the nurse(s) may complete and submit a "N.A.C. Summary Report" to the chair of the N.A.C.

- (ii) Those issues referenced in (a) (ii) above may be placed on the agenda at any time by any N.A.C. member.
- (h) If the decision of the N.A.C. regarding an issue referenced in (a) (i) above is unacceptable to the nurse(s) who submitted the issue, or if the N.A.C. is unable to resolve the issue, the matter shall be referred in writing to the facility Administrator/Executive Management Committee.
- (i) The response of the Administrator/Executive Management Committee shall be provided in writing to the nurse(s) and the N.A.C. within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (j) Where, in the opinion of the nurse(s) who submitted the issue, the response from the Administrator/Executive Management Committee does not resolve the issue, it may be referred to an Independent Assessment Committee (I.A.C.) within twenty-one (21) days following the response.
- (k) The I.A.C. shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3rd) nurse shall chair the I.A.C. and shall be selected in the following manner:
  - (i) A list of I.A.C. Chairpersons as agreed between the parties shall be appended to this Collective Agreement.
  - (ii) When a Chairperson is required, the Labour Relations Secretariat and the Manitoba Nurses' Union will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided shall be the name following that of the last person utilized.

- (iii) Should the person whose name is so selected be unable to serve, or where the person would be unsuitable due to connections with the parties or geographic community involved, the next person on the list shall be approached to act as Chairperson.
- (iv) In the event that an individual whose name appears on the list of I.A.C. Chairpersons can no longer serve in that capacity, another individual shall be jointly selected by the Manitoba Nurses' Union and the Labour Relations Secretariat and the list of chairpersons shall be amended accordingly.
- (l) A meeting of the I.A.C. to investigate and make recommendations shall be held within fourteen (14) calendar days of the I.A.C.'s appointment. Such recommendations shall be provided in writing to the nurse(s), the N.A.C. and the Administrator/Executive Management Committee within a further fourteen (14) calendar days.
- (m) Each party shall bear the cost of its own appointee to the I.A.C. and shall jointly bear the cost of the Chairperson.
- (n) Nurses required to attend I.A.C. meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2409.
- (o) Recommendations of the N.A.C. relative to those issues referenced in (a) (ii) shall be submitted in writing to the Administrator/Executive Management Committee.
- (p) A regular report outlining the activities and deliberations of the N.A.C./I.A.C. including the number, type and disposition of issues dealt with by the N.A.C./I.A.C. shall be forwarded to the facility's Board of Directors (Board).
- (q) The N.A.C. shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the N.A.C. report. The N.A.C. shall provide the nurse(s) with a copy of that portion of the minutes of the Board's meeting relating to issues raised by a nurse(s) under (a) (i) above.



## 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 her/his immediate superior to leave her/his duties in order to process grievances; she/he shall report to her/his immediate superior upon her/his return; she/he shall be granted this permission when, in the opinion of her/his immediate superior, it will not prejudice care or student education or require any staff replacement in either area. She/he shall not suffer loss of salary when engaged in such activities during regular working hours.

**1205** **Complaint Stage:**

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

**1206** **Step One:**

If the dispute is not resolved within the time period specified in 1205 above, the grievor and/or Union representative may, within a further ten (10) days submit the grievance in writing to the designated senior nursing manager/chief nursing officer or equivalent. The designated senior nursing manager/chief nursing officer or equivalent shall reply in writing within ten (10) days of receipt of the written grievance.

A grievance concerning general application or interpretation of the Agreement, including the question of whether the matter falls within the

scope of this Agreement, or which affects a group of nurses in more than one (1) department, may be submitted as Step 1.

**1207 Step Two:**

If the dispute remains unresolved, the Union may within a further ten (10) days submit the grievance in writing to the designated senior administrative representative, and the designated senior administrative representative shall reply in writing within ten (10) days of receipt of the written grievance.

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

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

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

### **ARTICLE 13 — ARBITRATION PROCEDURE**

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

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

**1303** Either party may submit the matter in dispute to a Board of Arbitration by giving notice to the other party within a further seven (7) days and by appointing in that notice one (1) member 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 member and the two (2) members thus appointed shall, within ten (10) days thereafter, select a third member who shall be Chairperson.

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

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

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

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

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

**1309** Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, shall be borne by the respective parties

incurring such costs, but the costs of the Arbitrator or of the Chairperson of the Arbitration Board shall be borne by the parties hereto in equal shares.

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

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

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

#### **ARTICLE 14 — HOURS OF WORK**

**1401** Seventy-seven and one-half (**77.50**) hours shall constitute a **bi-weekly** period of work, excluding meal periods, but including rest periods.

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

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

**1404** A shift shall be seven and three-quarter (**7.75**) consecutive hours of work exclusive of meal times and inclusive of two (**2**) fifteen (**15**) minute rest periods. This clause shall not, however, prevent trial and implementation of changes in shift 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 nurse who reports for work as scheduled and is sent home because of lack of work shall be paid three (3) hours at her/his basic rate of pay; however, when such nurse works for any portion of her/his scheduled shift, she/he shall receive pay for that entire shift.

This clause shall not be implemented to circumvent application of the layoff procedure as described in Article 27 herein.

## **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 **judgement** of the Employer. Requests for interchanges in posted shifts shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant.

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

**1504** Shift patterns for each nursing unit shall be planned by the Employer in consultation with the nurse(s) concerned and shall, unless otherwise mutually agreed between the nurse(s) concerned and the Employer, observe the conditions listed hereinafter:

- (a) a minimum of two (2) regular shifts off between assigned shifts as defined in Article 1404 herein.
- (b) a minimum of two (2) consecutive days off at one time except on a changeover from Day shift to Evening shift, when a single day off may be given.

- (c) a minimum of eight **(8)** days off within each period of four **(4)** consecutive weeks.
- (d) alternate weekends off shall be granted as often as reasonably possible, with each nurse receiving a minimum of every third weekend off.
- (e) a maximum of eight **(8)** consecutive days of work and preferably less between days off.
- (f) upon request, and at the discretion of the Employer, a nurse may be permitted to work permanently on Evening shift or Night shift.
- (g) nurses who are required to rotate shifts shall be assigned to work either Day shift and Evening shift, or Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern.
- (h) A nurse will receive consideration in scheduling to allow her/him to pursue academic course(s) to further her/his education Whenever reasonably possible, subject to patient care requirements, the granting shall be based on the following:
  - (i) she/he submits her/his 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 her/his 'normally' scheduled shifts for the 'normally' scheduled shifts of the nurse attending the academic course(s), as agreed in writing,
  - (iii) upon completion of the academic course(s) each nurse shall revert to her/his former rotation pattern.

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

## ARTICLE 16 — OVERTIME

**1601** Overtime shall be **authorized** time worked which exceeds the normal daily shift as defined in Article **14** herein or the normal full-time hours in the rotation pattern in effect on each nursing unit. **Authorization** must be obtained prior to the start of any overtime work except in emergency situations. The Employer agrees the **authorization** in these emergency situations will not be unreasonably withheld. Payment for overtime worked when emergency circumstances prevent prior **authorization** shall be subject to a claim accompanied by a special written report prepared by the nurse before leaving the Facility substantiating the reason for the overtime work.

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

**1603** Notwithstanding sections **1601** and **1602** above, whenever a nurse works two (**2**) consecutive shifts, she/he shall receive pay at the rate of double her/his basic salary for the second shift, except when the second consecutive shift is worked on a **Recognized** Holiday, she/he shall receive pay at the rate of two and one-half (**2.50**) times her/his basic salary for the second shift.

**1604** By mutual agreement between the Employer and the nurse, overtime may be compensated by time off at overtime rates.

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

nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

**1606** Time worked as a result of the time changeover from Central Standard Time to Daylight Saving Time and vice versa shall be paid at the rate of straight time for actual hours worked.

**1607** Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work.

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

### **1701**

(a) An evening shift premium of ninety cents (**\$0.90**) 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 one dollar and five cents (**\$1.05**) 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 allowance shall also be applicable to each hour worked after **1600** hours on a "modified" Day or Evening shift during which at least two (**2**) hours are worked between **1600** hours and the termination of the shift.

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

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



**1704** A weekend premium of seventy cents (**\$0.70**) per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between **0001** hours on the Saturday and **2400** hours on the following Sunday.

## **ARTICLE 18 — STANDBY**

**1801** "Standby" shall refer to any period of time duly **authorized** by the Employer during which a nurse is required to be available to return to work without undue delay.

**1802** Nurses required to be on standby shall be paid one dollar and eighty cents (**\$1.80**) per hour for each hour on call with a minimum payment of eight (**8**) hours. Should a nurse remain on standby for more than eight (**8**) hours she/he shall be paid the greater of twenty dollars (**\$20.00**) or one dollar and eighty cents (**\$1.80**) for each hour on stand by.

**1803** A nurse actually called back to work when she/he is on standby shall be paid for hours worked at the overtime rates, or may by mutual agreement between the nurse and the Employer, be granted time off which is the equivalent of overtime rates. The nurse will be guaranteed a minimum of three (**3**) hours at the overtime rate except when called in within three (**3**) hours of the commencement of her/his next shift. In such cases the nurse shall be paid at the overtime rate from the time she/he started work to the beginning of her/his shift.

**1804** Standby allowance shall not be paid for any time during which a nurse is actually called back to work if the nurse works a full shift when called back.

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

**1806** The Employer will provide parking space in near proximity to the site for the use of nurses on standby who are called back.

## **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 seventy cents (\$0.70) for each hour worked.

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

**1903** This allowance shall be paid to one (1) Registered Nurse on each nursing unit on Day shift except in the case of there being a Nurse III or IV on the unit.

This allowance is also applicable to one (1) nurse on each nursing unit on Night shift, and one (1) nurse on each nursing unit on Evening shift.

## **ARTICLE 20 – TRANSPORTATION ALLOWANCE/ ESCORT DUTY**

**2001** Where applicable:

Conditions and terms applicable to nurses on escort duty payable by the Employer shall be contained in a supplementary agreement negotiated on a local basis between the Employer and the Union.

Escort duty agreement shall continue in effect with the proviso that relevant revisions to this Collective Agreement shall be considered as automatically made to the supplementary memorandum.

**2002 Transportation Allowance:**

Any nurse who is required to terminate or commence her/his shift between the hours of 0030 and 0600 hours, and who does not have her/his own transportation, will have transportation provided by the Employer at no cost to the nurse.

A nurse required to return to the Facility on a callback as referenced in 1803 will have:

(a) return transportation provided by the Employer; or

- (b) will receive thirty cents (**\$0.30**) per kilometer if she/he elects to use her/his own car, subject to a minimum guarantee of three dollars (**\$3.00**) and a maximum payment of ten dollars (**\$10.00**).

## **ARTICLE21 — VACATIONS**

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

The nurse shall have the right to request which day of the week her/his vacation begins. Upon request, a nurse may be permitted to retain up to three (**3**) days of her/his regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion, as long as adequate notice is given in order to accommodate scheduling.

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

**NOTE:** Rate for Nurse IV and Nurse V occupational classifications shall be "**1.66** days per month worked". This provision shall apply to each Nurse IV (where applicable) and Nurse V (where applicable) employed by the Employer on date of signing. This provision will not apply to nurses who are newly employed as, or reclassified to, Nurse IV (where applicable) or Nurse V (where applicable) after date of signing.

### **2103**

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

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

- (b) In addition to (a) above, all nurses employed in the NIV or NV occupational classifications shall be entitled to paid vacation calculated on the basis of vacation earned at a rate which is five (5) days more than the rates at which vacation is earned in (a).

This provision shall apply to each Nurse IV (where applicable) and Nurse V (where applicable) employed by the Employer on date of signing. This article will not apply to nurses who are newly employed as, or reclassified to, Nurse IV (where applicable) or Nurse V (where applicable) after date of signing.

**2104** In recognition of length of service, each nurse shall receive an additional five (5) days of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e. 25th, 30th, 35th, 40th, etcetera). Such days shall be taken during the vacation year in which the 20th or subsequent 5th anniversary occurs. This provision shall apply to all nurses employed on May 1, 1988. It ceases to apply to nurses hired after May 1, 1988.

**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
- (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.

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

**2107** Terminal vacation pay shall be calculated in accordance with sections 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 her/his vacation, of the date and time upon which she/he is to report back to work following her/his vacation, but this will not preclude the making of a change during the nurse's vacation period if mutual agreement is reached between the Employer and the nurse.

**2109** The Employer shall be responsible for posting the vacation entitlement lists by March 1st of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at April 30th of that year. The nurse shall be responsible to indicate her/his preference of vacation dates by April 1st of that year. Nurses who fail to indicate their choice within this thirty (30) day period following the posting of the entitlement list described above shall not have preference in the choice of vacation time where other nurses have indicated their preference. To the extent that it finds possible, the Employer shall give priority to those nurses in each occupational classification within each nursing unit having the most seniority of service within the Facility. The approved vacation schedule will be posted no later than May 1st. Approved vacation schedules within each nursing unit shall not be changed unless mutually agreed upon by the nurse and the Employer.

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

## ARTICLE 22 — RECOGNIZED HOLIDAYS

**2201** For purposes of this Agreement, **Recognized** (paid) Holidays shall be New Year's Day (January **1st**), Good Friday, Easter Monday, Victoria Day, Canada Day, the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day (December **25th**), and Boxing Day (December **26th**); and any other statutory holidays declared by federal or provincial authority.

**2202** Whenever a **Recognized** Holiday falls on her/his scheduled days off, the nurse shall receive an extra day off in lieu thereof; the Employer may, however, give her/him an extra day's pay at her/his basic rate if mutually agreed between the nurse and the Employer.

**2203** A nurse required to work on a **Recognized** Holiday shall be paid at the rate of one and one-half (**1.50**) times her/his basic pay and in addition shall receive one (**1**) day off at her/his basic rate of pay.

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

**2205** The Employer agrees to assign time off as equitably as possible over Christmas and New Year's, 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 up to four (**4**) days off in lieu of **Recognized** Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as is requested and granted in accordance with **1501**. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned.

**2207** Assignment of **Recognized** Holidays on the actual day of their occurrence shall be made as equitably as reasonably possible.

**ARTICLE 23 — INCOME PROTECTION AND WORKERS  
COMPENSATION**

**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) She/he 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 she/he is eligible for wage loss benefits from either the Workers Compensation Board or the Manitoba Public Insurance Corporation as a result of a motor vehicle accident [subject to **2303**], or
- (ii) In the opinion of the Employer, her/his presence constituted a health hazard for patient and/or other employees and she/he was instructed by the Employer to leave her/his place of duty; or
- (iii) She/he attends an appointment related to a medical/dental examination and/or treatment, subject to **3704**.

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

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

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

**2303**

- (a) (i) A nurse who becomes injured or ill in the course of performing her/his duties must report such injury or

illness as soon as possible to her/his immediate supervisor.

- (ii) A nurse unable to work because of a work related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (**WCB**). Workers Compensation payment will be paid directly to the nurse by **WCB**.

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

- (iii) Where a nurse has applied for **WCB** or **MPIC** benefits and where a loss of normal salary would result while awaiting a **WCB/MPIC** decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:

- (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article **3802** (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.

- (v) The advance(s) will cover the period of time from the date of injury until the date the final **WCB/MPIC** decision is received, however in no case shall the total amount of the advance exceed seventy percent (**70%**) of the value of the nurse's accumulated income protection credits.

- (vi) The nurse shall reimburse the Employer by assigning sufficient **WCB/MPIC** 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/MPIC** directly to the nurse.

(vii) In the event that the **WCB/MPIC** disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.

(viii) Upon request, the Employer will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

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

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

(ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pen-

sion 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 Corporation of salary adjustments at the time they occur.
  - (iv) In accordance with Section 41(6)(b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the WCB by January 1, 1994 so that the WCB may determine whether or not the supplements referenced in 2303(b)(i) shall continue in effect after January 1, 1995.
  - (v) If at any time it is decided by the WCB/MPIC that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPIC, then such payment shall not be payable.
- (c) Where the WCB/MPIC recommends a work assessment period or a modified return to work period, the Employer shall make every reasonable effort to arrange for such assessment/return subject to the WCB/MPIC covering all related costs.

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

**2305** A nurse who is unable to report for work due to illness shall inform her/his supervisor prior to the commencement of her/his next scheduled shift(s). A nurse who fails, without valid reason, to give notice

as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

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

A nurse returning to work following an absence of one week or more shall inform the Employer by 1400 hours the day prior to returning to work.

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

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

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

**2309** A nurse will inform the Employer in writing when a medical decision is made regarding elective surgery so that staff coverage for her/his intended absence may be arranged. Failure to give such notice shall result in non-entitlement to income protection benefits for the period of absence.

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

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

**2312** Subject to the provisions of **2302**, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, child or parent.

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

## **ARTICLE 24 — LEAVE OF ABSENCE**

**2401** The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the agreement; however, requests for education leave will be given special consideration. Except in emergencies, such requests must be made at least four **(4)** weeks in advance. The Employer shall notify the nurse of her/his decision in writing, without undue delay after the request. Requests for extension of educational leave, maternity leave, paternity leave, adoption leave, and bereavement leave will be granted if reasonably possible.

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

**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 one **(1)** year or less, the nurse is

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

In cases where a Licensed Practical Nurse is eligible for or obtains a Registered Nurse designation, it is understood by the parties that should the nurse not be successful in obtaining a Registered Nurse position within the Facility, she/he shall be considered as laid-off.

In cases where a Licensed Practical Nurse has been granted an educational leave of absence to pursue a Registered Nurse designation and is unsuccessful, it is understood by the parties that she/he shall be considered as laid-off.

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

**2405** Income protection and vacation benefits will continue to accrue during any period of 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 patient care, nurses may, whenever practicable, be granted time off with pay in order to attend professional or educational meetings, conventions, workshops and institutes.

**2407** Education Leave:

(a) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the nurse suffers no loss of salary.

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

(c) **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 the nurse's current areas of practice. Such requests must be submitted to the senior nursing manager or designate prior to attendance at such program. Reimbursement for tuition or registration 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 fifty-two (**52**) weeks where she/he qualifies for Parenting Leave.

(a) **Maternity Leave** -- Up to seventeen (**17**) weeks of Maternity Leave without pay will be granted subject to the following conditions:

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

**(b) Parental Leave -**

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave).
- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four **(4)** weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one **(1)** day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to fifty-two **(52)** weeks inclusive of vacation as specified in **(c)** below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with **2401**.

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

Where Parenting leave is seventeen **(17)** 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 seventeen (17) 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 UIC benefits were payable (even if this period extends into the following vacation year).

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

- (d) Subject to (e) below, Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
- (e) Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- (f) Three (3) days of paid leave of absence (23.25 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave. The nurse will use this leave to replace scheduled hours of work immediately prior to the Sunday of the week the leave commences.

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

**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/National 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 four (4) weeks notice, six (6) weeks for Nurse IV, a nurse elected or selected to a full-time position with the Manitoba Nurses' Union or the National Federation of Nurses' Unions/Canadian Labour Congress shall be granted leave of absence without loss of salary or benefits for a period of up to one (1) year. Such leave shall be renewed each year, on request, during her/his term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs.

**2410 Jury and Witness Duty:** A nurse required to serve as a juror or subpoenaed as a witness in any court of law shall receive leave of absence at her/his basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

**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, child, parent, step-parent, sibling, **father-in-law**, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiance, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or four (4) calendar days following the death, whichever is the greater. Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.
- (b) Necessary time off, up to one (1) day at basic pay will be granted a nurse to attend a funeral as a pallbearer. Necessary time off, up to one (1) day at basic pay may be granted a nurse to attend a funeral as a mourner. Special consideration will be given to requests for leave related to the death of significant other persons under this provision.
- (c) For the purpose of this section, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse.

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

**2413 Pre-retirement Leave:**

- (a) Full-time nurses who:
- (i) retire at age sixty-five (65) years; or
  - (ii) retire after age sixty-five (65) years; or
  - (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
  - (iv) have completed at least ten (10) years of continuous employment and who meet the "Magic 80" provisions of the MHO Retirement Pension Plan; or
  - (v) terminate employment at any time due to permanent disability

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

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

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

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

- (iv) have completed at least ten **(10)** years of continuous employment and who meet the "Magic **80**" provisions of the **MHO** Retirement Pension Plan; or
- (v) terminate employment at any time due to permanent disability

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

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

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

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

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

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

**2414 Leave re Citizenship:** Nurses shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

**2415** Subject to the provisions of each plan, a nurse granted leave of absence without pay for a period exceeding four **(4)** weeks may prepay

all monthly payroll deductions which will become due during such absence, with the exception of Union dues.

## **ARTICLE 25 — SENIORITY**

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

**2502** 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) she/he is on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in Article 2504;
- (ii) she/he is on Workers Compensation for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (iii) she/he is on an educational leave of absence in excess of two (2) years;
- (iv) she/he is laid off for more than twenty-six (26) weeks and less than five (5) years.

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

- (i) she/he is on any period of paid leave of absence;
- (ii) she/he is on any period of Employer paid income protection;
- (iii) she/he is on an educational leave of absence up to two (2) years;
- (iv) she/he is on Workers Compensation for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;

- (v) she/he is on any period of unpaid leave of absence of less than four (4) weeks;
- (vi) she/he is laid off for less than twenty-six (26) weeks;
- (vii) she/he is on parenting leave;
- (viii) she/he is on Educational Deferred Salary Leave.

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

- (i) she/he resigns;
- (ii) she/he is discharged, and not reinstated under the grievance procedure;
- (iii) she/he is laid off for more than five (5) years;
- (iv) she/he fails to report for duty within seven (7) days after notification to do so, subject to Article 2706;
- (v) she/he fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason.

Note: It is agreed that the provisions of 2503 (iv) and 2505 (iii) shall be extended to nurses who are on layoff and who have recall rights as at April 1, 1996.

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

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

**2601** Employment may be terminated voluntarily by a nurse or for just cause by the Employer subject to the following periods of written notice, exclusive of any vacation due:

- (a) for classifications other than Nurse IV or Nurse V — four (4) weeks, and

(b) for Nurse IV and Nurse V classifications -six **(6)** weeks.

**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 her/his employment and within five **(5)** office working days following the completion of her/his last working shift, receive pay in lieu of unused vacation, and all salary earned to date of termination.

## **ARTICLE 27 — LAYOFF AND RECALL**

**2701** 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.

**2702** Notice of intention of layoff or equivalent pay thereof shall be given by personal service or by registered mail to the nurse(s) concerned and a copy of the notice forwarded to the Union. Notice shall be as follows:

— Layoffs of six **(6)** weeks or less — two **(2)** weeks notice;

— Layoffs of longer than six **(6)** weeks -four **(4)** weeks notice.

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

**2703** No layoff of full-time or part-time nurses shall occur when casual nurses are being employed, unless no full-time or part-time nurse

on staff is qualified, competent and willing to fill the position(s) in question.

Notwithstanding Article **3402**, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided she/he is qualified, competent and willing to perform the required work. During the first three **(3)** years of a layoff, the nurse on layoff will receive preferential consideration for the assignment of such shifts provided that this will not result in her/him working in excess of her/his 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 **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.

- (a) vacation pay shall be calculated in accordance with section **2103** and shall be paid at the prevailing rate for the nurse on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay,
- (b) income protection accumulation shall be calculated as follows:

Additional available hours worked by the laid-off nurse	X	Entitlement of a Full-time Nurse
<hr style="width: 100%; border: 0.5px solid black;"/>		
Full-time hours		
- (c) in the event the layoff is longer than twenty-six **(26)** weeks, seniority shall be calculated in accordance with regular hours worked,
- (d) the nurse shall be paid four and one-quarter percent **(4.25%)** of the basic rate of pay in lieu of time off on **Recognized** Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,
- (e) participation in benefit plans is subject to the provisions of each plan.

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

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

**2704** No new nurses will be hired when other nurses are on layoff except for reasons of a special skill requirement,

**2705** 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.

**2706** Nurses shall be recalled in seniority order to available positions in equal or lower paid occupational classifications provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work. s) are on layoff.

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

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

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

A nurse may displace another nurse in a position of equal classification only when she/he has greater seniority in that particular classification than has the other nurse.



**2708** Laid off nurses shall be entitled to apply for nursing job vacancies other than those to which they have recall rights. Copies of job postings will be sent to the President of the Local during the period when any nurses are on layoff.

**2709** 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.

**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.

## **ARTICLE 28 — PROMOTION AND SECONDMENT**

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

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

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

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

**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, when possible, shall give the nurse advance notice of the nature of the complaint. The nurse may be accompanied at the meeting by a Union representative.

**2902** If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of a nurse, the Employer shall notify the nurse in writing of the action taken and the reasons either by registered mail or personal service.

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

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

Effective February 1, 1997, 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 her/his level of salary whichever occurs first. For nurses red-circled prior to February 1, 1997, the application of this provision as it relates to the deletion, layoff/recall procedure shall be limited to a five (5) year period from February 1, 1997, or until the salary scale of the lower position reaches her/his level of salary, whichever occurs first.

**2905** A nurse shall be given the opportunity to examine any document which is placed in her/his personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against her/him, and her/his reply to any such document shall also be placed in her/his 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 she/he so elects may examine her/his personnel file upon request. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in her/his personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter. Any nurse who has been terminated may consult her/his file and upon written request shall receive copies of specified documents so long as the written request is made within twenty-one (21) days of her/his 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 section 3002 herein, the Employer agrees to post notices of vacant, term or new positions covered under this Agreement for at least seven (7) days to enable nurses presently in the employ of the Employer to apply for same. Such posting shall not preclude the Employer from advertising outside the site premises. All postings shall state minimum qualifications required, the 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 five (5) days for a vacancy that is created by:

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

**3003** Provided that equivalent qualifications are met, preference shall be given to nurses presently in the employ of the Employer who

have submitted a written application for the vacant, term or new position.

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

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

**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 one (1) year, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under the Memorandum of Understanding regarding Employment Security, or as otherwise mutually agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

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

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

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

On **expiry** of the term position the nurse:

- (a) newly hired from outside the Facility shall be entitled to exercise her/his seniority rights to obtain any vacant position for which she/he is qualified, without interruption of seniority or benefits if the position commences within four **(4)** weeks of the **expiry** of the term position.
- (b) who was employed by the Employer immediately prior to accepting the term position shall return to her/his former position if reasonably possible. A nurse not returned to her/his former position shall be returned to her/his former occupational classification and employment status.

### **ARTICLE 31 — PROBATIONARY PERIOD**

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

### **ARTICLE 32 — PERFORMANCE APPRAISALS**

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

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

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

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

### **ARTICLE 33 — DAMAGE TO PERSONAL PROPERTY**

**3301** In recognition of the fact that during the performance of their duties nurses may have their clothing or other personal property damaged, the Employer agrees to make appropriate compensation for same in accordance with Employer policy.

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

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

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

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

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

**3405**

(a) Vacation pay shall be calculated as follows:

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

(b) Unless otherwise mutually agreed, between the nurse and the Employer, part-time nurses shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time nurse and shall be paid her/his earned vacation pay proportionately during each week of scheduled vacation.

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

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

**3407** Part-time nurses will be paid four point two five percent (4.25%) of their basic pay in lieu of time off on **Recognized** Holidays. Such holiday pay shall be calculated on all paid hours (excluding over-time hours as defined in Article **16**) and shall be included in each regular pay cheque.

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

**3409** Seniority accumulated by a part-time nurse up to December 31, 1978 shall be retained; and effective from January 1, 1979 seniority will be calculated in accordance with regular hours worked for purposes only with respect to Articles 25, 27 and 28 herein.

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

- (a) one (1) calendar year from the date of his/her last increment, or date of employment as the case may be;
- (b) on completion of 2015 hours calculated under the formula:  
$$B = 2015 - (A \times 3/2)$$

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

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

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

- (a) one (1) calendar year from the date of her/his last increment, or date of employment as the case may be;
- (b) on completion of 1343 hours calculated under the formula:  
$$B = 1343 - (A \times 2/3)$$

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

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



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

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

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

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

A casual nurse shall receive increments (calculated from the date of her/his last increment, or the nurse's start date as the case may be) on the basis of one (1) increment for each 2015 regular hours worked. Such increment shall be applied on the first day of the first pay period following completion of 2015 hours.

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

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

NOTE: For purposes of implementation, on January 1, 1991 the Employer shall:

- (a) commence recognition of academic allowances in accordance with Appendix "B", which shall be paid on the first day of the first complete pay period following application being made by the casual nurse.

(b) commence accumulating the regular hours of work of casual nurses for incremental purposes.

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

- compensation for overtime worked in accordance with Article 16;
- shift premium and weekend premium outlined in Article 17;
- the allowance as outlined in Article 18.
- Responsibility Pay premium outlined in Article 19;
- transportation allowance outlined in Article 20;
- the rights outlined in 2905, 2906, 2907;
- the education allowance in 2407(c).

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

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

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

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

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

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

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

**3510** Notwithstanding Article 3509, casual nurses hired after date of signing shall not be given preference over nurses on the Central Redeployment List.

### **ARTICLE 36 — SPECIAL UNDERSTANDINGS RE NON-REGISTERED/NON-LICENSED/ GRADUATEPENDING LICENSENURSES**

The terms of this Agreement shall be applicable to the non-registered/non-licensed/graduate pending license nurse except as follows:

**3601 Termination:**

- (a) Failure of a non-registered/non-licensed/graduate pending license nurse to make application for registration/license within three (3) months of commencing employment will be deemed to be just cause for termination.
- (b) Failure of a non-registered/non-licensed/graduate pending license nurse to obtain registration/license within twenty-four (24) months of commencing employment or denial of registration/license by the appropriate provincial licensing body shall constitute just cause for termination.

**3602 Salaries and increments of Newly Graduated Nurses:**

- (a) Starting salary of a newly graduated **non-registered/non-licensed/graduate pending license** nurse awaiting initial registration/license shall be discounted by eight percent (**8%**) until such time as registration/license is achieved. Such a nurse is not entitled to receive an increment until registration/license is achieved.
- (b) The anniversary date of a newly graduated nurse who obtains registration/license within one (**1**) year of commencing employment shall be the date of her/his commencement of employment.
- (c) When registration/license is obtained later than one (**1**) year but before two (**2**) years the anniversary date shall be the date on which registration/license is obtained.

**3603 Out of Province Nurses:**

- (a) A person in good standing as a Registered Nurse in another province, country or territory may commence employment at the Nurse II rate and upon providing proof of registration in Manitoba not later than six (**6**) months following commencement of her/his employment, shall receive recognition of previous experience as specified in section **3803**, retroactive to the date of her/his employment.
- (b) When registration of a nurse in good standing as a Registered Nurse in another province, country or territory is obtained later than six (**6**) months but before two (**2**) years the anniversary date shall be the date on which registration/license is obtained.

**ARTICLE 37 — HEALTH PROGRAM**

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

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

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

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

### **ARTICLE 38 — SALARIES AND INCREMENTS**

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

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

**3803** **Applicable to Registered Nurses:**

(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 1 year	Start Rate
1 year within past 4 years	1 Year Rate
2 years within past 5 years	2 Year Rate
3 years within past 6 years	3 Year Rate
4 years within past 6 years	4 Year Rate
5 years within past 7 years	5 Year Rate

(b) A nurse employed at a classification above Nurse II shall be granted a starting salary that is not less than one **(1)** increment step above what her/his starting salary would be if she/he were employed as a Nurse II.

- (c) Starting salary of a nurse who has completed the Registered Nurse program, having had previous experience as a Licensed Practical Nurse or Registered Psychiatric Nurse, shall commence at the Nurse II start rate as specified in Appendix "A", and after not more than three (3) months in said position, the Employer shall, on the basis of written performance appraisal discussed with her, grant such additional increments as performance warrants, subject to 3602(a).

**3804 Applicable to Licensed Practical Nurses:**

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1 year	Start Rate
1 year within past 4 years	1 Year Rate
2 years within past 5 years	2 Year Rate
3 years within past 6 years	3 Year Rate
4 years within past 6 years	4 Year Rate
5 years within past 7 years	5 Year Rate
6 years within past 7 years	6 Year Rate

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

**3806 Increments:**

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

later than three (3) months of the date such increment was withheld.

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

**3807** If new classifications which come under the scope of this Agreement are created during the term of this Agreement, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Employer will inform the Union of the proposed rates of pay for such positions. If the Union wishes to enter into negotiations on these rates of pay it will so inform the Employer within seven (7) days and negotiations will commence within an additional ten (10) days, which time may be extended by mutual agreement between the Employer and the Union. If the parties are unable to reach agreement concerning the rates of pay the dispute shall, at the request of either or both parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at section 1302.

### **ARTICLE 39 – EMPLOYEE BENEFIT PROGRAM**

**3901** The parties agree that the Health Care Employees Benefit Plan sponsored dental plan will be on a 50–50 cost shared basis.

**3902** The Long Term Disability Plan with benefit levels as approved by MHO Employee Benefits Committee on April 3, 1986, will be implemented for all eligible nurses effective October 1, 1988. Effective April 1, 1999, the premiums of the plan shall be one percent (1%) of base salary (i.e. current contribution rate) for employees and the Employer agrees to match the one percent (1%) employee's contribution to fund the provincial Long Term Disability Plan.

In addition, the Employer will provide a net reserve to cover future benefits for employees on the disability plan.

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 Long Term Disability Plan is one hundred and nineteen (119) calendar days. A nurse may claim income protection benefits for a period of time not to exceed this elimination period.



**APPENDIX "A" – SALARIES**

A.1 Effective **April 1, 1999**, a 5 % increase in monthly salaries (hourly salaries shall be calculated as follows: monthly salary X .12) shall be paid as follows:

2015

Licensed	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Practical Nurse	2,478.777 (14.762)	2,559.881 (15.245)	2,639.927 (15.722)	2,737.251 (16.301)	2,826.466 (16.833)	2,926.082 (17.426)	3,030.283 (18.046)
Nurse II	3,238.156 (19.284)	3,351.172 (19.957)	3,464.541 (20.633)	3,582.670 (21.336)	3,698.155 (22.024)	3,817.519 (22.735)	
Nurse III	3,361.221 (20.017)	3,474.591 (20.692)	3,592.896 (21.397)	3,708.381 (22.085)	3,815.579 (22.723)	3,932.474 (23.419)	4,053.071 (24.137)
Nurse IV (Head Nurse Instructor)	3,476.530 (20.704)	3,605.238 (21.470)	3,734.122 (22.238)	3,874.644 (23.075)	4,035.617 (24.033)	4,191.830 (24.964)	4,355.272 25.937
Team Leader	3,447.967 (20.534)	3,573.149 (21.279)	3,688.634 (21.967)	3,809.232 (22.685)	3,922.424 (23.359)	4,001.060 (23.828)	4,097.872 (24.297)

A.2 Effective **April 1, 2000**, a **3 %** increase in monthly salaries (hourly salaries shall be calculated as follows:  $\frac{\text{monthly salary} \times 12}{2015}$ ) shall be paid as follows:

Licensed	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Practical Nurse	2,553.140 (15.205)	2,636.677 (15.702)	2,719.125 (16.193)	2,819.369 (16.790)	2,911.260 (17.338)	3,013.864 (17.949)	3,121.191 (18.588)
Nurse II	3,335.301 (19.863)	3,451.707 (20.556)	3,568.477 (21.251)	3,690.150 (21.976)	3,809.100 (22.684)	3,932.045 (23.417)	
Nurse III	3,462.058 (20.618)	3,578.829 (21.313)	3,700.683 (22.039)	3,819.632 (22.747)	3,930.046 (23.405)	4,050.448 (24.122)	4,174.663 (24.862)
Nurse IV (Head Nurse Instructor)	3,580.826 (21.325)	3,713.395 (22.115)	3,846.146 (22.905)	3,990.883 (23.767)	4,156.686 (24.754)	4,317.585 (25.713)	4,485.930 (26.715)
Team Leader	3,551.406 (21.150)	3,680.343 (21.918)	3,799.293 (22.626)	3,923.509 (23.366)	4,040.097 (24.060)	4,121.092 (24.542)	4,202.268 (25.026)

A.3 Effective **April 1, 2001**, a 3 % increase in monthly salaries (hourly salaries shall be calculated as follows:  $\frac{\text{monthly salary} \times 12}{2015}$ ) shall be paid as follows:

Licensed	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Practical Nurse	2,629.734 (15.661)	2,715.777 (16.173)	2,800.699 (16.679)	2,903.950 (17.294)	2,998.598 (17.858)	3,104.280 (18.487)	3,214.827 (19.145)
Nurse II	3,435.360 (20.459)	3,555.258 (21.173)	3,675.531 (21.889)	3,800.855 (22.635)	3,923.373 (23.365)	4,050.006 (24.119)	
Nurse III	3,565.920 (21.236)	3,686.194 (21.953)	3,811.703 (22.700)	3,934.221 (23.430)	4,047.947 (24.107)	4,171.961 (24.845)	4,299.903 (25.607)
Nurse IV (Head Nurse Instructor)	3,688.251 (21.965)	3,824.797 (22.778)	3,961.530 (23.592)	4,110.609 (24.480)	4,281.387 (25.497)	4,447.113 (26.484)	4,620.508 (27.517)
Team Leader	3,657.948 (21.784)	3,790.753 (22.575)	3,913.272 (23.305)	4,041.214 (24.067)	4,161.300 (24.782)	4,244.725 (25.279)	4,328.336 (25.777)

Nurses employed at the signing of this Collective Agreement will receive full retroactivity of salary and premium increases to April 1, **1999**.

Nurses who have terminated employment with the Employer prior to the signing date of this Collective Agreement, shall be entitled to retroactive pay of their salary increases for the period that they were employed between April 1, **1999** and the nurse's date of termination.

## APPENDIX "B" – ACADEMIC ALLOWANCE

**B.** The non-cumulative additional rates of pay hereinafter set forth shall be paid to a Licensed Practical Nurse, Nurse II, III, Team Leader, Nurse IV, for the academic attainments herein set forth:

(a) Upon completion of an approved clinical course, or an approved course in gerontology, or the Nursing Unit Administration Course, or a Registered Nurse with a Registered Psychiatric Nurse Diploma, or an approved mid-wifery course, or the adult education certificate from the Red River Community College or the University Certificate in Nursing (one year course, also called University Diploma in Nursing), or an Operating Room Technician course in addition to a Licensed Practical Nurse diploma, or a Baccalaureate Degree in Arts or Sciences; or the equivalent, provided such preparation is relevant to the position held by the nurse:

Fifty dollars (**\$50.00**) above normal placement.

(b) For a Baccalaureate Degree in Nursing; or a University Certificate in Nursing, as described in **B. (a)** above, in addition to a Baccalaureate Degree in Arts or Science, or the equivalent in the opinion of the Employer:

One hundred dollars (**\$100.00**) above normal placement.

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

One hundred and fifty dollars (**\$150.00**) above normal placement.

**NOTE:** Nurses currently receiving academic allowances in excess of the above specified amounts shall continue to be paid at the higher rate.

## **APPENDIX “C” — OCCUPATIONAL CLASSIFICATIONS**

- C.1 Occupational classifications are as follows:
- (a) **NURSE II** — A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
  - (b) **NURSE III** -A nurse who is permanently assigned responsibility for the nursing activities of a small group of nursing staff on a unit or ward and who may replace a Nurse IV in her/his absence.
  - (c) **TEAM LEADER** — A Registered Nurse who is permanently assigned responsibility for the nursing activities of a small group of nursing staff on a unit or ward and who reports to a Supervisor or the equivalent.
  - (d) **NURSE IV-A** nurse who is permanently assigned responsibility for the nursing activities and staff on a unit or ward on a twenty-four **(24)** hour basis; a nurse responsible for supervision of the clinical experience of student nurses (Clinical Instructor); or a nurse responsible for inservice education instruction (Inservice Education Instructor).
  - (e) **L.P.N.** — A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
CONCORDIA HOSPITAL  
AND  
CONCORDIA NURSES LOCAL 27**

**1. Re: Manitoba Health Premiums**

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

**2. 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.

**3. Re: Memo – Feasibility of Reporting on Cheque Stubs**

The Employer agrees to examine the feasibility of reporting to nurses on each cheque stub, the following information:

1. Unused vacation entitlement to be taken in the current vacation year.
2. Banked overtime hours.

It is understood that the reporting of this information is subject to the limitations of the Employer's payroll system and subject to the acceptability to the Employer of any costs associated with modifying the payroll system.

**4. Re: Staff Mobility Within the Nine (9) Facilities of the WHA System**

WHEREAS it is the desire of, and in the best interest of, the parties to work toward the avoidance of job loss by providing for the mobility of employees within the WHA system;

AND WHEREAS the parties **recognize** that it is in the best interest of patient care to retain the knowledge and expertise of health care providers within the programs;

AND WHEREAS the parties wish to promote career opportunities by removing systemic barriers;

NOW THEREFORE the parties agree as follows:

1. This memorandum is attached to and forms part of the Collective Agreement between the undersigned parties.
2. The parties agree to work towards a systemic labour adjustment plan **utilizing** a regional attrition model where reasonable, and **utilizing** any other programs as agreed to by the parties, (e.g. **VSI**P**s**, **ERIP**s, Training, **EAP**, etc.).
3. In the event that this Memorandum of Understanding conflicts with the terms of any existing Collective Agreement between the parties, the terms of this memorandum shall prevail over the terms of the Collective Agreement (unless otherwise specified).
4. (a) In the event of a transfer/closure/consolidation/merger of one or more of the programs and/or facilities, the Employer(s) will notify the unions, where possible\*, at least ninety **(90)** days prior to the implementation date unless otherwise provided for in the applicable Collective Agreement. The Employer(s) will determine the estimated number and types of positions available, and update such data as the **reconfiguration/implementation** plans are defined.  
\*lesser notice may be given only in exceptional circumstances.  
(b) The Employer(s) and Union(s) shall meet within thirty **(30)** days of notice provided for in 4 (a) to discuss issues arising out of the transfer of employees.  
(c) The Employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the Union(s):
  - positions affected at the sending facility.



- number of vacancies and new positions created at the receiving facility
- up to date seniority lists
- pertinent classification information
- relevant time frames

## 5 Staff Mobility

### A. Transfers with Programs

- (i) When programs are transferred, consolidated, or merged from one facility or facilities to another, the Employer(s) will determine the number of staff required by classification.

Qualified employees within the transferring program will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected based on mobility seniority. Where an insufficient number of staff by classification volunteer to move, the sending facility(s) shall fill the remaining positions in the program by **utilizing** the job posting/recall procedures in the applicable Collective Agreement(s).

If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer employees from the sending facility to fill the vacancies commencing with the most junior qualified employee.

- (ii) Employees who are transferred in accordance with this memorandum shall retain seniority as described in **(6)** below, service and other portable benefits as set out in the Letter of Understanding on Redeployment Principles, and will be treated in all respects as if they had always been employees of the receiving facility.
- (iii) The receiving facility will provide an orientation period to employees transferring to a new program site. The orientation period shall be of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines,

location of supplies and equipment, and fire and disaster plans.

- (iv) No new probationary/trial period will be served by transferring employees. Any transferring employee who had not yet completed their probationary period at the sending facility will complete the balance of the period required at the receiving facility.

Should the transferred employee decide not to remain at the receiving facility, such employee shall provide written notice to the receiving facility no later than sixty (60) days following the date of transfer. The employee shall be entitled to be placed on the Central Redeployment list and the recall list of the sending facility.

**B. Temporary Transfer of Employees**

- (i) To facilitate temporary transfers to facilities experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another facility shall be offered the opportunity to work in the facility(s) experiencing the need for additional employees.
- (ii) Temporary transfers shall not be implemented until the applicable provisions of the Collective Agreement of the receiving facility relating to the assigning of occasional additional shifts are fulfilled.
- (iii) The temporarily transferred employees will continue to be covered by the terms of the sending facility's Collective Agreement.
- (iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the facility(s) reserve the right to transfer **employees, commencing** with the most junior qualified employee at the sending facility.
- (v) Orientation as set out in (5)(a)(iii) above will be provided if reasonably possible.

**C. Voluntary Transfers to Vacancies**

As bargaining unit vacancies arise that any of the Facilities intend to fill, the following procedures will apply:

- (i) Vacancies will be filled in accordance with the provisions of the applicable Collective Agreement.
- (ii) An internal and city-wide posting may occur simultaneously. Employees from other facilities will have the right to apply for said vacancy.

If the selected employee is a current employee of one of the nine (9) facilities, that employee will be entitled to transfer all seniority, service and other benefits as set out in the Letter of Understanding on Redeployment Principles and will be treated in all respects as if they had always been an employee of the receiving facility.

- (iii) Where there are no qualified internal applicants, positions will be awarded in the following order:
  - Recall of laid off workers from the facility posting the vacancy (unless otherwise stipulated in the applicable collective agreement);
  - Applicants from the Redeployment List;
  - Applicants from one of the other nine (9) facilities;
  - Applicants external to the nine (9) facilities.

**6. Seniority**

- A. Seniority lists will be maintained in accordance with the Collective Agreements for internal purposes at each facility.
- B. Mobility seniority for the purposes of this memorandum will be calculated as follows:

“Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer”.
- C. Transferring employees will be treated in all respects as though they had always been employed at the receiving facility.

- D. To ensure the accuracy of the calculation of the mobility seniority, the Employer(s) will provide sufficient information to verify an accurate calculation has been made.
- E. Any employee who:
  - (i) has **utilized** a redeployment number in the past to obtain a position but was not permitted to transfer seniority credits at the receiving facility, or
  - (ii) has voluntarily transferred to another facility between **01 January 1998** and the effective date of this memorandum,

shall be entitled to an adjustment of seniority which will reflect cumulative seniority earned both at the sending and receiving facilities, Processes contingent on seniority implemented prior to date of signing will not be adjusted retroactively, (e.g. bumping, vacation preference).

#### **7. Staff Mobility Dispute Resolution Mechanism**

This dispute resolution mechanism shall not be **utilized** to resolve disputes which could be addressed through the grievance arbitration procedure(s) set out in the applicable Collective Agreement.

Should a dispute(s) arise between a signatory Union(s) and a signatory employer(s) regarding the application, interpretation or alleged violation of this Memorandum of Understanding, the parties concerned shall meet within twenty **(20)** calendar days and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved after such meetings, any party to the dispute may within a further ten **(10)** calendar days refer the matter(s) to arbitration.

The parties to the dispute shall select a mutually agreed Arbitrator within ten **(10)** calendar days following such referral to arbitration. Should the parties fail to agree upon an Arbitrator, either party may forward a request to the Manitoba Labour Board.

The above time limits may be extended by mutual agreement and shall be confirmed in writing.

The Arbitrator shall set his/her own procedures for hearing the dispute and may accept any evidence he/she deems appropriate.

The decision of the Arbitrator shall be final and binding upon the parties to the dispute,

Any costs incurred by either of the parties to the dispute, preceding or during arbitration proceedings, shall be borne by the parties incurring such costs, but cost of the Arbitrator shall be borne by the parties in equal shares.

**5. *Re: Memo of Interpretation re Staff Mobility Within the Nine (9) Facilities of the WHA System***

The parties agree that for the purposes of implementing the Memorandum of Understanding Regarding Staff Mobility Within the Nine Facilities of the WHA System, interpretation shall be as follows:

It is agreed that should it be necessary to transfer nurses with programs from one facility to another in accordance with the provisions of Article 5 (A), the Employer shall endeavour to the greatest degree possible, to transfer such nurse into a position which is within .2 of the EFT of the position occupied by the nurse at the sending facility.

It is further agreed that should it be necessary to temporarily transfer nurses from one facility to another, in accordance with Article 5(B), as much notice as possible shall be provided to such nurse. Should the temporary transfer be required during the course of a scheduled shift, travel time from the sending to the receiving facility shall be considered time worked. If personal transportation is not available, transportation will be provided.

It is further agreed that periods of orientation in Article 5A(iii) and 5B(v) shall be considered time worked.

**6. *Re: Shifts of Less than 7.75 Hours***

The Employer and the Union mutually agree that the following conditions shall apply to shifts of less than seven and three-quarter (7.75) hours. It is agreed that there shall be no scheduled shifts of less than four (4.0) hours.

1. The terms and conditions of the Collective Agreement shall apply to part-time nurses working shifts of less than seven and three-quarter (7.75) hours except as otherwise stated hereinafter.
2. The Employer shall notify the Union in writing of its intent to introduce a shift of less than seven and three-quarter (7.75) hours. This notice shall include reasons for the introduction of this shift. The Employer and the Union shall meet within fourteen (14) days to discuss the introduction of the shift and the feasibility of available alternatives to same. If there are no mutually acceptable alternatives, then the following shall apply.
3. Effective on the date of signing of this memorandum the Employer shall post all vacant, term or new positions which will include scheduled shifts of less than seven and three-quarter (7.75) hours. Such posting(s) shall specify the shift length(s) for the particular position.
4. Shifts of four (4.0) to five (5.0) paid hours shall include one (1) fifteen (15) minute rest period. Shifts of greater than five (5.0) paid hours but less than seven (7.0) paid hours shall include one (1) fifteen (15) minute rest period and exclude one (1) thirty (30) minute unpaid meal period. For shifts of seven (7.0) paid hours to seven and three-quarter (7.75) paid hours – rest and meal periods to be the same as per current agreements Article 14 for the “normal” seven and three-quarter (7.75) hour shift.
5. In the event that a nurse working such a shift agrees to remain at work beyond the end of her/his scheduled shift, she/he shall be paid for all hours worked beyond the shift at her/his basic salary up to seven and three-quarter (7.75) hours. Overtime rates of pay shall be applicable to time worked in excess of seven and three-quarter (7.75), such time to have been **authorized** in such manner and by such person as may be directed by the Employer.
6. If a part-time nurse agrees to work an additional available shift, as referenced in 3402, she/he shall be paid for those hours at her/his basic salary unless the part-time nurse has already worked in that day, in which case overtime rates of pay shall apply.
7. No nurse shall be scheduled to work more than one (1) shift of less than seven and three-quarter (7.75) hours in any one (1) day.

## **7. Re: Agency Nurses**

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

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

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

## **8. Re: Regional Nursing Advisory Committee**

The parties agree that a Regional Nursing Advisory Committee (**NAC**) will be established for the Winnipeg hospitals and the Winnipeg Hospital Authority (**WHA**) and the facilities affiliated therein which are party to this collective agreement. Note: facilities to be listed.

The parties mutually **recognize** that resolving nurses' workplace issues supports the delivery of effective patient/resident/client care and contributes to a healthy work environment.

It is further agreed it is in the best interests of the Regional Health Authority, the facilities and the nurses to work together to resolve the issues relative to staffing and scheduling, prolonged periods of work (consecutive hours and consecutive shifts), standby assignments, and the use of part time additional shifts and casual shifts as it relates to the creation of permanent positions.

It is further agreed that the Regional **NAC** will review data relative to use of additional and/or casual shifts, with a view to making recommendations relative to the creation of positions.

It is agreed this structure shall not preclude issues as noted above being brought forward and/or resolved at the facility **NAC** in accordance with the provisions of **1103**.

The Regional Nursing Advisory Committee shall be established and will function in accordance with the following:

- (a) The Regional Health Authority **NAC** shall be comprised of one **(1)** nurse from each facility and two **(2)** nursing members at large appointed by the Union, and senior nursing management representatives of the facilities and the Winnipeg Hospital Authority, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.
- (b) Where a nurse is required to use her own vehicle to travel to attend meetings of the committee at a location other than her worksite, she/he shall be reimbursed by the Employer at the rate of thirty cents **(\$0.30)** per kilometer for mileage thus accrued.
- (c) The **RHA NAC** shall meet as often as mutually agreed by the parties.
- (d) The chair and the secretary of the **RHA NAC** shall alternate between the parties. The secretary shall be the opposite party to the chair.
- (e) Agendas shall be circulated at least seven **(7)** calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.
- (f) Minutes of the **RHA NAC** meetings shall be circulated to members of the committee and shall be approved at the next **RHANAC** meeting.
- (g)
  - (i) A nurse(s) with a concern which may be of regional impact may complete and submit a NAG summary report to the Chair of the **RHA NAC**
  - (ii) If such issue is determined to be of regional impact it will be placed on the agenda of the **RHA NAC**. If not, it shall be referred to the appropriate site **NAC**.
- (h) If the decision of the **RHA NAC** referenced above is unacceptable to the nurse(s) who submitted the issue, or if the **RHA NAC** is unable to resolve the issue, the matter shall be referred in writing to the **RHA** Executive Management Committee.



- (i) The response of the Regional Health Authority Executive Management Committee shall be provided in writing to the nurse(s) and the **RHANAC** within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (j) Where in the opinion of the nurse who submitted the issue to the **RHA NAC** the response from the **RHA** Executive Management Committee does not resolve the issue it can be referred to an Independent Assessment Committee (**IAC**) within twenty-one (21) days following the response.
- (k) The **IAC** shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3rd) nurse shall chair the **IAC** and shall be selected in the following manner:
  - (i) A list of **IAC** Chairpersons as agreed between the parties shall be appended to this Collective Agreement.
  - (ii) When a Chairperson is required, the Labour Relations Secretariat and the Manitoba Nurses' Union will be contacted. They will provide the name of the person to be **utilized** on the alphabetical listing of Chairpersons. The name to be provided shall be the name following that of the last person **utilized**.
  - (iii) Should the person whose name is so selected be unable to serve, or where the person would be unsuitable due to connections with the parties or geographic community involved, the next person on the list shall be approached to act as Chairperson.
  - (iv) In the event that an individual whose name appears on the list of **IAC** Chairpersons can no longer serve in that capacity, another individual shall be jointly selected by the Manitoba Nurses' Union and the Labour Relations Secretariat and the list of Chairpersons shall be amended accordingly.
- (l) A meeting of the **IAC** to investigate and make recommendations shall be held within fourteen (14) calendar days of the **IAC's** appointment. Such recommendations shall be provided in writing to the nurse(s), the **RHA NAG**, and the regional senior nursing manager/senior nursing officer within a further fourteen (14) calendar days.

- (m) Each party shall bear the cost of its own appointee to the **IAC** and shall jointly bear the cost of the Chairperson.
- (n) Nurses required to attend **IAC** meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2409.
- (o) Recommendations of the **RHA NAC** relative to those issues referenced in (a) (ii) shall be submitted in writing to the senior management.
- (p) A regular report outlining the activities and deliberations of the **RHA NAC/IAC** including the number, type and disposition of issues dealt with by the **RHA NAC/IAC** shall be forwarded to the **RHA's** Board of Directors (Board).
- (q) The **RHA NAC** shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the **RHA NAC** report. The **RHA NAC** shall provide the nurse(s) with a copy of that portion of the minutes of the Board's meeting relating to issues raised by a nurse(s) under (a) (i) above.

**9. Re: EDSLP**

The parties hereto agree that the following conditions shall apply to the implementation and operation of **EDSLP**:

1. That the **EDSLP** will be reviewed thirty (30) months from implementation date and every twenty-four (24) months thereafter by the Employer and the Union.
2. That the **EDSLP** is self-sustaining and the Employer does not incur any additional costs to carry the plan.
3. That it complies with all Revenue Canada Guidelines.
4. The Local 27 shall save the **Concordia** Hospital harmless from any claims from nurses enrolled in the **EDSLP** as a result of monies collected and not remitted in accordance with the Plan. It is agreed remittance of all monies to the Plan, in Trust, is to be forwarded on each payday to the carrier of the Plan in Trust.

**Terms of Reference of the  
Educational Deferred Salary Leave Plan (EDSLP)**

**Eligibility** Any nurse, excluding casuals, covered by a Collective Agreement of the Manitoba Nurses' Union may apply for membership in the EDSLP following completion of the probationary period outlined in the Collective Agreement.

**The Plan** The EDSLP is implemented for the sole purpose of formal educational Leaves of Absences (LOAs) in excess of six (6) months.

**Contributions/Enrollment Form:**

- (a) On filling out the **enrollment** form for membership, the nurse shall indicate the amount of her/his earnings that are to be deferred and remitted by the Employer to the Plan, in trust. The amount shall be no less than **5%** and not more than **30%** of gross earnings at the time of the application. The **bi-weekly** amount will be rounded to the next higher dollar.
- (b) The amount to be deferred in trust may be changed once annually (date as determined by the Employer).
- (c) The nurse may indicate on the **enrollment** form a date(s) when it is anticipated she/he will be requesting a leave of absence, **utilizing** the deferred amounts.

**Leave of Absence:**

- (a) It is agreed between the Employer and the Union for the purpose of the EDSLP, that the Collective Agreement regarding application for leaves of absence shall apply, excepting that the nurse must make application for the leave at least two (2) months prior to the first day of her/his intended leave of absence.
- (b) In the event that more than one nurse simultaneously applies for LOA under EDSLP for the same period of time and where all such requested leaves cannot be granted, seniority as defined in the Collective Agreement shall be the governing factor.
- (c) Each request for a LOA under EDSLP will be reviewed on an individual basis and will be granted if reasonably possible, dependent upon the operational requirements of the unit.

- (d) Where operational requirements permit, not more than one (1) nurse per unit may be on **LOA** under **EDSLP** at any one time. At the sole discretion of the Employer, more than one (1) nurse per unit may be allowed to be on **LOA** under **EDSLP** at any one time.
- (e) Requests for **LOA** under **EDSLP** shall be submitted in writing to the Nursing Office with final approval being the responsibility of the Assistant Executive Director, Nursing.
- (f) A nurse having received approval for a leave, who voluntarily transfers to another unit (position), may have the leave honoured dependent upon the operational requirements of the unit to which she/he has transferred.
- (g) In the event a change occurs in an occupational classification as defined in Appendix "C" of the Collective Agreement as a result of an **LOA** under **EDSLP**, it is understood the guarantee of a position upon return in the new occupational classification is contingent upon a suitable position in the new occupational classification being available.

**10. Re: LTD Funding**

The parties agree that within thirty (30) days of signing of this agreement, a Provincial Joint Task Force shall be established, with equal representation of Union and senior regional health authority administration, to address the issue of the retrospective underfunding of the Long Term Disability Plan, (from plan inception to 31 March 1999). The mandate of this Task Force will be to pursue appropriate channels to resolve the outstanding fund liability, with a view to concluding this mandate within ninety (90) days of the signing of this agreement.

Management representatives shall be:

- Mr. Gordon Webster      CEO, Winnipeg Hospital Authority (**WHA**)
- Mr. Earl Backman        CEO, **Brandon** Regional Health Authority (**BRHA**)
- Mr. Wayne Byron        Vice-President, Human Resources, **WHA/WCA**
- Mr. Gary McIntosh       Vice-President, Support Services, **BRHA**

Union representation shall be: **(to be named)**

**11. Re: Group Benefit Plans**

The Employer (on behalf of those nurses newly employed, or nurses previously participating in the former **MHO** benefit plans, or any other nurses who may subsequently join the plans through the Collective Bargaining process) and the Union agree to participate in the Jointly Trusteed Benefit Plans in accordance with the Benefit Trust document established between the parties in **1998**. This agreement shall be in accordance with the Collective Agreement, and in accordance with the Trust agreement and the plan texts established by the Board of Trustees of the Healthcare Employees Benefits board (**HEPB**). This shall include the Group Dental Plan, the Group Life Plan, Group Extended Health Plan. The newly Jointly Trusteed Plans shall be successor to the former **MHO** plans.

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

**12. Re: Pensions [Participation in Jointly Trusteed Pension Plan (**HEPP**)]**

- (i) The parties agree to participate in the Health Care Employees' Pension Plan – Manitoba (**HEPP**) in accordance with its terms and conditions including an established contributions rate as set out in the **HEPP** Trust Agreement, **HEPP** Pension Plan text and other applicable written policies and guidelines.
- (ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of **HEPP**.
- (iii) In the event that the contributions required by the **HEPP** Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

### **13. Re: Employment Security**

Whereas, the Employer is concerned with its employees employment security, and

Whereas, the Union is concerned with its members employment security, and

Whereas, within the Province of Manitoba health care reform continues to be explored, and

Whereas, there may be a need to examine the delivery of health care within the facility, and

Whereas, there may be a need to examine the current complement of nursing staff:

1. 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.
2. 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 above.
3. The Employer and the Union agree to meet to develop the process for the planned reductions within five **(5)** days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. 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 **2707** shall apply. Should the nurse choose to not exercise seniority rights under Article **2707**, then layoff in accordance with Article **27** shall apply.
6. In the event of **#5** above occurring or in the event of the closure of a facility, and in conjunction with **#7** below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of nurses.

7. The Employer will also cooperate with other facilities, with M.H.O., and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

[This memo applies in all instances where employment security is an issue, except in cases related to 2403 paragraphs two (2) and three (3).]

**14. Re: Participation in PHCLA/Redeployment**

All facilities except St. Amant Centre will agree to participate in the Provincial Health Care Labour Adjustment/Redeployment Program. For those Employers where this is a new provision, this will be effective the date of ratification. Letter of Agreement for new participants to be appended to the collective agreement.

**LETTER OF UNDERSTANDING  
ON REDEPLOYMENT PRINCIPLES**

- 1. PURPOSE:**
- 1.01** The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02** It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.03** All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04** This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.
- 1.05** For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the "sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.06** All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.07** "Central Redeployment List" means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for



new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

Manitoba Council of Health Care Unions (**MCHCU**) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.

1.08 "Provincial Health Care Labour Adjustment Committee" (hereinafter referred to as the "Committee") refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, Manitoba Health **Organizations** Inc., and Manitoba Council of Health Care Unions.

**2. SENIORITY:**

2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.

2.02 Employees without a Collective Agreement shall not have seniority rights.

2.03 Transfer of Seniority – The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

**3. TRIAL PERIOD:**

3.01 Employees who move to a new bargaining unit/employer may be required to serve a trial period in accordance with the Collective Agreement in the receiving facility. If unsuccessful in the trial period, the employee shall return to the Central Redeployment List and to the recall list of the sending employer.

**4. NEW AND VACANT POSITIONS:**

4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.

4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment List.

If there are no applicants/no qualified applicants from the same region, the receiving facility shall provide preferential consideration to qualified applicants from other regions who are on the Central Redeployment List.

The following provisions shall apply in filling the vacancy:

- (a) Employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
- (b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- (c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- (e) receiving facilities job description applies **vis-a-vis** qualification requirements;
- (f) Once an employee has been permanently redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have

been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

**5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:**

5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected employer(s) and unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.

**6. PORTABILITY OF BENEFITS:**

The following benefits are portable:

6.01 Accumulated income protection benefits/sick leave credits.

6.02 Length of employment applicable to rate at which vacation is earned.

6.03 Length of employment applicable to **pre-retirement** leave. NOTE: Deer Lodge Centre limits payment of **pre-retirement** leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.

6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement.

6.05 Benefits – An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.

6.06 Salary Treatments -

(a) If range is identical, then placed step-on-step;

- (b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

NOTE: No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red circling provisions were in place prior to the inception of this Letter of Understanding.

- 6.07 Upon hire of an employee from the Central Redeployment List, the receiving employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

**7. OTHER CONDITIONS:**

- 7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.
- 7.02 Salary and vacation earned to date to be paid out by sending employer.
- 7.03 Banked time including overtime bank, stat bank, to be paid out by sending employer.

**8. TRAINING:**

- 8.01 The parties agree that provisions for training will be dealt with by the Committee.

**9. ADMISSION OF NEW MEMBERS:**

- 9.01 The parties hereby **authorize** the Committee to admit new signatories as participating employers or participating unions in such manner and upon such terms as the Committee in its discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this agreement such new signatories will have the same rights and

obligations as existing participating unions and participating employers, effective the date of such admission.

**10. ACCEPTANCE OF LETTER OF UNDERSTANDING:**

**10.01** Signatories to this Letter of Understanding agree to accept this letter without amendment. Any subsequent amendment to the Letter of Understanding shall only be implemented if approved pursuant to Article 12.

**11. DURATION:**

**11.01** This Letter of Understanding shall be in full force and effect for an indefinite period commencing the date of signing. In the event that any one of the parties signatory to this Letter of Understanding wishes to terminate its participation in this Letter of Understanding it shall give sixty (60) days written notice to the Committee and to the appropriate bargaining agent or Employer in respect of its collective agreement. Such termination shall not invalidate this Letter of Understanding as affects the other signatories except for the specific Employer or bargaining agent that is party to the relevant and affected collective agreement.

**12. AMENDMENTS:**

**12.01** Amendments to this Letter of Understanding shall be effective if passed by the Committee after consultation with the signatories to the Letter of Understanding as outlined herein. All signatories shall receive a copy of the proposed amendment(s). Each signatory shall have thirty (30) calendar days during which to express its concerns (if any) about the proposed amendment(s). Any unresolved concerns must be reconciled by the respective employer/labour caucus prior to a Committee vote being conducted. If there are no concerns raised by signatories to the proposed amendments the Committee shall be empowered to implement the amendment(s).

**13. APPEALPANEL:**

**13.01** Should a dispute(s) arise between a participating union(s) and a participating employer(s) regarding the application, interpretation or alleged violation of this Letter of Understanding, the parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved, any party to the dispute may refer the matter(s) to an Appeal Panel composed of:

— Two **(2)** persons from Participating Employers who are not directly involved in the dispute.

Two **(2)** persons from the Participating Unions who are not directly involved in the dispute.

The Appeal Panel shall set its own procedures for hearing the dispute and may accept any evidence that it deems appropriate.

Only lay advocate(s) shall be **utilized** by each party to the dispute in the presentation of its case.

The Appeal Panel shall make every effort to mediate the dispute to resolution.

Should efforts to mediate fail, the Appeal Panel shall submit its written recommendation(s) for settlement to the parties concerned, within fourteen **(14)** calendar days.

Any dispute under the Letter of Understanding shall not be resolved by grievance or arbitration pursuant to the collective agreement. The Appeal Panel is intended to be the only vehicle for resolution of such disputes.

This Letter of Agreement confirms that the above-named parties have ratified the Letter of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
THE BELOW NAMED PARTICIPANTS**

***On Transfer of Seniority under the Redeployment Program***

Notwithstanding the definition of "seniority" in existing Collective Agreements, the undersigned participating Employers and participating Unions hereby agree that the seniority of nurses will be transferred between bargaining units pursuant to Article 2.03 of the Letter of Understanding on Redeployment Principles, on the following basis:

1. A laid-off nurse who is hired from the Central Redeployment List shall be given full seniority credits for her/his employment with her/his previous Employer ("sending Employer"), such seniority credits to be calculated in accordance with the seniority provisions of the receiving Collective Agreement, i.e. hours worked and/or years of service.
2. A laid-off nurse hired from the Central Redeployment List and being redeployed to, or from, Victoria General Hospital, will only be entitled to have her/his seniority credited at the receiving facility if the said nurse has bumped as far as she/he could bump at the sending/downsizing facility.
3. Entitlement to preference for vacation shall be subject to existing terms of the Collective Agreement and practices within the receiving facilities.
4. Seniority credits transferred under this memorandum shall continue to be **recognized** by the receiving Employer albeit that the Letter of Understanding on Redeployment Principles may cease to exist at a future date and/or that a participating Employer/participating Union who is signatory to this memorandum terminates its participation in the Letter of Understanding on Redeployment Principles.

**Participating Employers/Locals:**

- ST. BONIFACE HOSPITAL AND ST. BONIFACE NURSES LOCAL 5\*
- VICTORIA GENERAL HOSPITAL AND VICTORIA NURSES LOCAL 3\*
- GRACE GENERAL HOSPITAL AND GRACE NURSES LOCAL 41\*
- MISERICORDIA GENERAL HOSPITAL AND MISERICORDIA NURSES LOCAL 2\*
- CONCORDIA HOSPITAL AND CONCORDIA NURSES LOCAL 27\*

(\*OF THE MANITOBA NURSES' UNION)



**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
CONCORDIA HOSPITAL  
AND  
CONCORDIA NURSES LOCAL 27  
OF THE MANITOBA NURSES' UNION**

***Re: Psychiatric Liaison Worker Position***

1. The terms and conditions of the Collective Agreement shall be applicable to the Registered Nurse/Registered Psychiatric Nurse in the Psychiatric Liaison Worker position except as modified hereinafter.
2. The Psychiatric Liaison Worker (RN/RPN) will be placed on the Nurse III salary scale in accordance with Article 3803.



**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
CONCORDIA HOSPITAL  
AND  
CONCORDIA NURSES LOCAL 27  
OF THE MANITOBA NURSES' UNION**

***Re: Four (4) Hour Shift***

The Employer and the Union mutually agree that the following conditions apply to Pat Whiteside and Blythe Christiansen re the four (4.0) hour shift.

1. The terms and conditions of the Collective Agreement shall apply to part-time nurses working the four (4.0) hour shift except as otherwise stated hereinafter.
2. It is agreed that the Employer will assign four (4.0) hour shifts only to those part-time nurses who agree voluntarily to be assigned to work the four (4.0) hour shift.
3. Each shift of four (4.0) hours shall be inclusive of one (1) fifteen (15) minute rest period.
4. Overtime rates of pay shall be applicable to time worked in excess of the four (4.0) hour shift, such time to have been **authorized** in such manner and by such persons as may be directed by the Employer.
5. If a part-time nurse is called in to work an additional unscheduled shift, she/he shall be paid for those hours at her/his regular salary, unless the part-time nurse has already worked in that day, when overtime rates of pay shall apply.



**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
CONCORDIA HOSPITAL  
AND  
CONCORDIA NURSES LOCAL 27  
OF THE MANITOBA NURSES' UNION**

***Re: Mobility***

The parties agree that for the purposes of implementing the Memorandum Regarding Staff Mobility Within the Nine (9) Facilities of the WHA System and the Memorandum Regarding Interpretation re Staff Mobility Within the Nine (9) Facilities of the WHA System, the following shall apply:

1. The primary emphasis of the Mobility Agreement is to facilitate the voluntary transfer of nurses with programs, to vacancies, or on a temporary basis.
2. The Employer agrees that the provisions of Section 5 (B) (iv) of the Mobility Agreement shall be **utilized** only under extenuating and emergency circumstances, and further, shall be implemented only in accordance with the provisions of Article 1001 of the Collective Agreement.
3. (a) Issues related to orientation will be referred immediately to the Regional Nursing Advisory Committee (WHA), in order to ensure a **standardized**, effective orientation structure, duration and content across the WHA system.  
  
(b) Orientation for nurse(s) transferring with programs shall be provided in accordance with Section 5 A (iii) of the Mobility Agreement and shall take into consideration the individual needs of the transferring nurse(s).  
  
(c) Orientation for nurse(s) temporarily transferring to another facility in accordance with the provisions of Section 5 B of the Mobility Agreement and section #2 of this Memorandum, shall

be provided in accordance with 5 A (iii) of the Mobility Agreement, if reasonably possible.

4. (a) It is agreed that 5 A (ii) of the Mobility Agreement shall include portability of hours of service since the last increment for purposes of calculating the next increment.
  - (b) It is agreed that vacation earned at the sending facility shall not be paid out upon transfer unless the nurse requests.
5. The statement **re:** "personal transportation" in the Memorandum of Interpretation **re:** Staff Mobility will be expanded to include the following:

Return transportation will be provided by the Employer, if the nurse requests transportation or if personal transportation is not available. If personal transportation is **utilized**, the following shall apply:

- (a) Parking in close proximity to **the "receiving facility"** will be made available.
- (b) Parking expenses shall be reimbursed to the nurse by the Employer.
- (c) The nurse shall be eligible for transportation reimbursement of thirty cents (**\$0.30**) per kilometer for travel in accordance with the following formula, subject to a minimum guarantee of three dollars (**\$3.00**):

Distance (in **kms**) from the nurse's home to the "receiving facility" minus the distance (in **kms**) from the nurse's home to **the "sending facility"**.

**INDEPENDENT ASSESSMENT COMMITTEE (I.A.C.)**

Chairpersons as per **1103(k)(1)**:

Debbie Appleyard  
Pat **Cockburn**  
Lesley Degner

Kay **Froese**  
Dorothy **Froman**  
Jeannette Kendell

Linda Newton  
Eileen **Vodden**

**WINNIPEG REGIONAL NURSING ADVISORY COMMITTEE  
(NAC) PARTICIPANTS**

Riverview Health Centre Nurses Local 1a  
Health Sciences Centre Local **10**  
St. **Boniface** Nurses Local 5  
**Concordia** Nurses Local **27**  
Grace Nurses Local **41**  
Victoria Nurses Local 3  
**Misericordia** Nurses Local 2  
Seven Oaks Nurses Local **72**