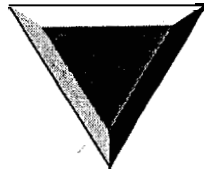


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|-------------------|-------|----|----|
| SOURCE            | Noop. |    |    |
| EFF.              | 99    | 04 | 01 |
| TERM.             | 2002  | 03 | 31 |
| No. OF EMPLOYEES  | 110   |    |    |
| NOMBRE D'EMPLOYÉS | LP    |    |    |



# COLLECTIVE AGREEMENT



BETWEEN

NOR-MAN REGIONAL HEALTH AUTHORITY

AND

THE MANITOBA NURSES' UNION



April 1, 1999 to March 31, 2002

REC-111 FEB 24 2000

*S. Gammeter*

123 93 (01)

**THIS AGREEMENT MADE BETWEEN:**

**NOR-MAN REGIONAL HEALTH AUTHORITY**

**(hereinafter referred to as the "Employer")**

**- and -**

**MANITOBA NURSES' UNION**

**(hereinafter referred to as the "Union")**

**PREAMBLE**

WHEREAS, it is the desire of both parties to this agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Health Care Organization; 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-5435.

**ARTICLE 2 - DURATION**

**201** This Collective Agreement shall be in full force and effect from the 1<sup>st</sup> day of April 1999, up to and including the 31<sup>st</sup> 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, or an operating room technician 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.

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

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 one-quarter (7.25) hours per bi-weekly period when averaged over a four (4) week period.

Notwithstanding this, any nurse employed prior to April 1, 1999 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.

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**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. **Not applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999) and Home Care Nurses**

**310** The term "site(s)" shall mean the facility(ies) within the Regional Health Authority **as** listed in Appendix "D".

## **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

10 **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 15<sup>th</sup> day of the following month, together with a list of the names of nurses from each site 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:

101/LP

|                                  |    |                  |
|----------------------------------|----|------------------|
| 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 site 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) <sup>4A</sup> 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 within the sites comprising the Regional Health Authority 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.

<sup>L C</sup>  
**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~~ **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.  
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## ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT

5A1 **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. **Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999)**

## 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 site.

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

(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 **Not applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999)**

(a) Site 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 site will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the site emergency, disaster, and fire plans during orientation to the site. An inservice session related to evacuation procedures will be conducted at least once annually.

## ARTICLE 11 -- JOINT COMMITTEES

### 1101

(A)

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The Employer and the Union agree to establish and maintain a Union Management Committee at each site comprising the Regional Health Authority, consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include the designated senior nursing manager at the site. Union representatives shall be nurses employed at the site. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The committee shall meet at the request of either party subject to five (5) days notice being given, but not less than bi-monthly unless otherwise agreed.

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

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In addition, the Employer and the Union agree to establish and maintain a Union Management Committee for the Regional Health Authority consisting of at least two (2) and not more than four (4) nurses appointed by the Union, and senior management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. The Committee shall meet at the request of either party subject to ten (10) days notice being given, but not less than semi-annually. Other persons may be invited to participate as mutually agreed.

This committee shall address concerns as follows:

- (i) Issues that have been referred by any site Union Management Committee because they could not be resolved at the site level, or
- (ii) Issues that have region-wide implication.

Where a nurse is required to use her/his vehicle to travel to attend meetings of this committee at a location other than her/his work site, she/he shall be reimbursed by the Employer at the rate of \$0.30 per kilometre for mileage thus accrued.

**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 site/regional joint committee to which the Union is required to appoint representatives.

**1103 (A)**

(a) At the request of either the Union or the Employer's senior nursing management, a Nursing Advisory Committee (NAC) shall be established at each site 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 NAC shall be comprised of at least two (2) and up to three (3) nurses appointed by the Union (at least of one of whom shall be a registered nurse or a 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.

(c) The NAC shall meet monthly or as otherwise mutually agreed.

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

(e) Agendas shall be circulated at least seven (7) calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.

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

(g) (i) A nurse(s) with a concern as referenced in (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

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the satisfaction of the nurse(s), the nurse(s) may complete and submit a "NAC Summary Report" to the chair of the NAC.

- (ii) Those issues referenced in (a) (ii) above may be placed on the agenda at any time by any NAC member.
- (h) If the decision of the NAC regarding an issue referenced in (a) (i) above is unacceptable to the nurse(s) who submitted the issues, or if the NAC is unable to resolve the issue, the matter shall be referred in writing to the regional senior nursing manager/senior nursing officer.
- (i) The response of regional senior nursing manager/senior nursing officer shall be provided in writing to the nurse(s) and the NAC within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (j) Where, in the opinion of the nurse(s) who submitted the issue, the response from the regional senior nursing manager/senior nursing officer does not resolve the issue, it may 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 (3<sup>rd</sup>) 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 NAC, and the senior management representative 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 NAC relative to those issues referenced in (a) (ii) shall be submitted in writing to the regional senior nursing manager/senior nursing officer.
- (p) A regular report outlining the activities and deliberations of the NAC/IAC including the number, type and disposition of issues dealt with by the NAC/IAC shall be forwarded to the RHA's Board of Directors (Board).
- (q) The NAC shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the NAC report. The 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.

**(B)**

- (a) In addition, at the request of either the Union or the Employer's senior nursing management, a Regional Health Authority Nursing Advisory Committee (RHA NAC) shall be established to address issues as outlined in (A) (a) above which have regional impact, as well as the following:

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.

6ES 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 1103A.

- (b) The Regional Health Authority NAC shall be comprised of at least two (2) and up to four (4) nurses appointed by the Union (at least of one of whom shall be a registered nurse or a 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.

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 RHA NAC meeting.
- (g)
  - (i) A nurse(s) with a concern which may be of regional impact may complete and submit a NAC 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 RHA NAC 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 (3<sup>rd</sup>) 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 NAC, 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.

## 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.

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**1401** *Seventy-two and one-half hours (72.5) shall constitute a bi-weekly period of work, excluding meal periods, but including rest periods. The Community Health Nurse as mutually agreed may vary hours worked in order to effectively carry out the various duties and responsibilities of the position.*

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Manitoba nurse's Union 3E

2/3 conditions

**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.

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 79991):**

**1402** *The meal period will be scheduled by the Employer and will be three-quarters of an hour (.75) 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.

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**1404** *A shift shall be seven and one-quarter (7.25) consecutive hours of work exclusive of meal times and inclusive of two (2) fifteen (15) minute rest periods. This clause will 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.

1171  
3 hrs

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 being assigned to work either Day shift and Evening shift, or Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern, whenever reasonably possible.
- (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

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- (ii) another nurse@)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.

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**1504** It is understood that should the Employer implement a seven (7) day work schedule, the parties will meet to negotiate appropriate provisions to cover same.

**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 site substantiating the reason for the overtime work.

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**1601** Overtime shall be authorized time worked in excess of eighty (80) hours in a bi-weekly period and will be paid at one and one-half (1.50) times.

**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.

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903  
/10 (20)

901  
/30

905  
/80\*

9B

**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 site 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.

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**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. **Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999)**

**1607** Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work. **Not Applicable for Community Health Nurses who were not previously reasenfed by MNU (i.e. prior to 1999)**

**1608** When a nurse is required to work overtime for a period in excess of two (2) hours immediately following her/his scheduled shift, the Employer shall provide a meal at no cost to the nurse.

## ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

**Article 17 Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**1701**

11C1/1,904 (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.

11C2/1,105 (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.

1123/.70  
1124/.70

**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.

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1991):**

1125/  
1126/1.80

**1801** A nurse who has been designated by the employing authority or authorized supervisor to be available on standby during off duty hours, shall be entitled to payment of seven dollars and fifty cents (\$7.50) for each twenty-four (24) hour period or less of standby on a regular working day. For standby on a day of rest or on a paid holiday that is not a working day, the payment shall be fifteen dollars (\$15.00) for each twenty-four (24) hour period or less.

To be eligible for standby payment, a nurse designated for standby duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the supervisor and the nurse and must be available to return for duty as quickly as possible if called.

for the purpose of this Article, a twenty-four (24) hour period shall be defined as the period from 8:00 a.m. of one day to 8:00 a.m. of the following day.

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122.00

**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 standby.

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**1802** A nurse on standby who is called back to work, shall be compensated in accordance with call back provisions of the applicable overtime Article in addition to standby pay.

**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. **Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999)**

**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. **Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999)**

**1805** Assignment of standby shall be distributed as equitably as possible amongst those nurses qualified for the assignment. **Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999)**

**1806** The Employer will provide parking space in near proximity to the site for the use of nurses on standby who are called back. **Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. Prior to 1999)**

## ARTICLE 19 – RESPONSIBILITY PAY

**Article 19 Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**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.

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## ARTICLE 20 – TRANSPORTATION ALLOWANCE/ESCORT DUTY

**Article 20 Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999) except for the following:**

*Where a nurse is authorized to use her/his privately owned vehicle on the Employer's business, she/he shall be reimbursed thirty-five cents (\$0.35) per km (north of 53°) or thirty-one cents (\$0.31) per km (south of 53°) for all travel from the work site and between work locations.*

**2001 Escort Duty:**

- (a) When a nurse provides escort service from site to site, the Employer shall reimburse the nurse for the total expenses incurred (as per RHA travel policy), including return fare for the nurse.
- (b) If such time is outside the nurse's regular scheduled rotation, the nurse shall be paid a minimum of eight (8) hours at straight time while providing such service. Overtime rates of pay as specified in the Collective Agreement shall be applicable for overtime hours worked while on escort duty.
- (c) If such time is part of the nurse's regular scheduled rotation, the nurse assigned escort duty will not suffer any loss of regular salary as a result of missing any portion of a scheduled shift.
- (d) A nurse who escorts on a Recognized Holiday shall be paid in accordance with Article 22.

**2002 Transportation Allowance:**

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

A nurse required to return to the site on a callback as referenced in Article 18 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 fifteen dollars (\$15.00).

## ARTICLE 21 -- VACATIONS

**2101** Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days equals one (1) calendar week. The dates used to calculate vacation

earned shall be from 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 two-thirds (1.66) 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 "2.08 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                              | Twenty (20) days per year            |
| In the fourth (4th) to tenth (10th) year inclusive        | Twenty-five (25) days per year       |
| In the eleventh (11th) to twentieth (20th) year inclusive | Thirty (30) days per year            |
| In the twenty-first (21st) and subsequent years           | Thirty-five (35) days per year       |

Two (2) additional paid days travel time will be granted each 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

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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.

(c) **NOTE:** When a nurse takes her/his earned vacation between November 1<sup>st</sup> and March 1<sup>st</sup>, the nurse shall receive an additional one (1) day's paid vacation.

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**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. **Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999)**

*1204*

**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

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classification within each nursing unit having the most seniority of service within the site. 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.

12057  
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.

**Additional for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

*A nurse whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to 1999.*

## ARTICLE 22 -- RECOGNIZED HOLIDAYS

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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 with a minimum of five (5) consecutive days off if at all possible.

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.

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**2207** *Where the Employer requires a nurse to work a regular work day on December 24th when that day falls on Monday through Friday inclusive, such nurse shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.*

## **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.

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(\*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 pension plan, dental care plan, \*long term disability plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
  - (iii) Further to this, the Employer shall notify Workers Compensation/Manitoba Public Insurance 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 within the site 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

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unit, position or shift. In the case of longer leaves of absence, a nurse may be placed in any position covered by this agreement within a fifty (50) kilometre radius of the originating site, unless a greater distance is mutually agreed between the Employer and the nurse, 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 within the sites comprising the Regional Health Authority.

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 site, she/he shall be considered as laid-off.

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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.

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**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:

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(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.

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(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:

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- (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

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that the Manitoba Nurses' Union will reimburse the Employer for salary, benefits and related payroll costs.

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- (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.

**241** ■ Bereavement Leave:

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- (a) Bereavement leave of up to five (5) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, parent, step-parent, sibling; and bereavement leave of up to four (4) working days without **loss** of pay shall be granted in the event of death of a father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancée, 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.

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- (c) When a family member of a nurse's immediate family becomes ill, the Employer agrees to allow compassionate leave to such a nurse. The leave shall be of such duration to allow for care and comfort of the nurse's ill relative. It is understood that a request for such a leave be considered on an individual basis by the Employer and it is understood that this leave is without pay.

- (d) 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.

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**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

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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 with the Employer and shall be based on the nurse's total length of continuous employment on the date of retirement.

Note: It is understood that for the purposes of calculation of pre-retirement leave entitlement, for nurses employed within two (2) or more sites that now comprise the Regional Health Authority, the earliest of their employment dates will apply.

- (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 with the Employer, subject to Article 34 herein.

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

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

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

**2604** Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of 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 within the site, 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 within a site when casual nurses are being employed within that site, unless no full-time or part-time nurse on staff within that site is qualified, competent and willing to fill the position(s) in question.

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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 at the site of layoff, provided that this will not result in her/him working in excess of her/his regular EFT commitment. In addition, during the first three (3) years of layoff, if a laid off nurse indicates her/his availability for additional available shifts at any of the other sites comprising the Regional Health Authority, she/he will receive preferential consideration over part-time nurses for the assignment of such shifts, provided that this will not result in her/his 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 within any of the sites comprising the Regional Health Authority 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.

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

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

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

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

(d) the nurse shall be paid four 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 at a site when other nurses are on layoff from that site, 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 at the originating site or at other sites within a fifty (50) kilometre radius of the originating site provided they are qualified to perform the required work. In addition, at the time of layoff, nurses may request recall to sites outside the fifty (50) kilometre radius. 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.

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 within the site. Where it is not possible due to seniority level or where there are no positions available within .2 of the EFT of the position occupied by the nurse at the time of the deletion, the nurse shall 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 within any of the other sites comprising the Regional Health Authority. 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 in any of the sites comprising the Regional Health Authority, 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.

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**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, and the Union shall be notified by the Employer. 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.

### **Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**2803** *All promotions and voluntary transfers into a Community Health Nurse position are subject to a six (6) month trial period. During this trial period, the promoted (or transferred) nurse may revert to her/his former position, or **may** be returned (or transferred) **by** the Employer.*

### **2804**

(a) In the event of a temporary lateral secondment being necessitated by an unforeseen staffing shortage on a nursing unit in any site within the Regional Health Authority, this secondment will be made as close to the commencement of the shift as possible if the secondment is within one **(1)** site and with as much notice as possible if the secondment is from one **(1)** site to another within the Regional Health Authority. Selection of the nurse to be seconded shall be based on ability and experience and shared as equally as possible amongst the nurses in each site. It is understood **that** secondments will only occur within a fifty (50) kilometre radius of the originating site, unless a greater distance is mutually agreed between the Employer **and** the nurse.

- (b) Nurses who are seconded from one site to another within the Regional Health Authority shall be eligible for transportation reimbursement of \$0.30 per kilometre for travel in accordance with the following formula, subject to a minimum guarantee of \$3.00.

Distance (in kms) from the nurse's home to the new worksite minus the distance (in kms) from the nurse's home to the nurse's originating worksite.

- (c) If required, orientation will be provided of sufficient duration to assist the nurse in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

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

**2901** In all instances where the Employer considers that a nurse warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the nurse and, 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 Regional Health Authority, she/he will retain her/his current salary level until the salary scale of the lower position reaches her/his level of salary.

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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 at each site comprising the Regional Health Authority on the same date for at least seven (7) days to enable nurses presently in the employ of the Regional Health Authority to apply for same. Such posting shall not preclude the Employer from advertising outside the Regional Health Authority. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) site(s) of the position and date of closing of the competition. Job descriptions shall be available to applicants on request.

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

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

**3003** Provided that equivalent qualifications are met, preference shall be given to nurses presently in the employ of the Regional Health Authority who have submitted a written application for the vacant, term or new positions, with first preference being given to applicants from the site where the vacancy occurs.

**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 Regional Health Authority shall be entitled to exercise her/his seniority rights to obtain any vacant position within the sites comprising the Regional Health Authority 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 within the site.

## 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.

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**3101** *The period from the date of employment to the completion of six (6) calendar months of employment 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.*

## 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 Regional Health Authority policy.



Additional for Health Nurses (were not previously represented by MNU (i. ) to :

Nurses job s them to provide aid us n p effects t vehicles in th course of ent h. i such items it st loss, the oi damage. (omp for loss, ft or damage may only be made where the item is delivered to the Employer, where !, or when a ij for lo ( repair is p to the Employer.

**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 with such preference being given on the following basis within the sites comprising the Regional Health Authority:

- (i) First, among nurses on each unit/ward where the shift is available who meet the provisions above, and who have requested additional shifts, if mutually agreed between the Employer and the Union;
- (ii) Second, among those nurses within that site, who meet the provisions above, and who have requested additional shifts;
- (iii) Third, among those nurses from other sites comprising the Regional Health Authority who meet the provisions above and who have requested additional shifts.

**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 one (1) weekend in three.

**3405**

(a) Vacation pay shall be calculated as follows:

1402

Hours Paid at Regular  
Rate of Pay  
(during vacation year)  
Full-time Hours

X

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 (includes travel time as per 2103 of local variations).

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

Regular Hours Worked by  
Part-time Nurses  
Full-time Hours

X

Entitlement of  
Full-time Nurses

14C1

**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 overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

**3408** A part-time nurse shall receive increments (calculated from the date of her/his last increment, or her/his starting date as the case may be) on the basis of one (1) increment for each 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.

14C6

**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).

**3506** Casual nurses required to work on a Recognized Holiday, excluding Remembrance Day, shall be paid at the rate of time and one-half (1.50) their 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.

**3507** The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual nurse receives any payment, and such dues shall be forwarded to the Manitoba Nurses' Union monthly in accordance with 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,

**3508** 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.

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

**3510** Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit.

- (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.

**3511** Notwithstanding Article 3510, 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/GRADUATE PENDING LICENSE NURSES**

**Article 36 Not Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999) and Home Care Nurses.**

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**

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

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

**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 and Registered Psychiatric Nurses:

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(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).

(d) Notwithstanding 3803(c), a nurse returning from a leave of absence who has completed the Registered Nurse program having had previous experience as a Registered Psychiatric Nurse, and who returns to work in the psychiatric area shall receive full recognition for previous experience when placed on the salary schedule. **Not applicable at the Snow Lake site.**

**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.

13A5/50



**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.

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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.

**3903 Applicable for Community Health Nurses who were not previously represented by MN prior to 1999:**

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All former MGEU (will remain in the Government of Manitoba (Service) Dental Long Term Disability Plan, Ambulance Hospital Services (A) Extended Health Plan, Group Life Insurance Plan, Pension Plan and the Vision Care Plan) and will be applicable to those nurses for the duration of their employment.

Those Community Health nurses that were already MNU members and those who are newly organized into the MNU will be covered by the Healthcare Employees Benefit Plans (HEBP) and the Healthcare Employees Pension Plan (HEPP).

**3904 Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

Nurses currently utilizing the services of the EAP shall be allowed to continue their current course of counseling.

**ARTICLE 40 -- SPECIAL UNDERSTANDING RE HOME CARE NURSES**

The terms and conditions of the Collective Agreement are only applicable as noted hereinafter:

**Clauses applicable to Home Care Nurses:** Preamble, Articles 1, 2, 3 except 302 (a), (b) & (c) and 309, 4, 5, 6, 7, 7A, 8, 1001, 11, 12, 13, 1704, 2201, 2205, 2312, 2503, 2504, 2505, 2506, 26, 28, 29, 30 except 3006, 32, 33, 37 except 3704.

In addition to the above, the following applies:

**4001** A "Home Care Nurse" is an RN, or an LPN, or an RPN who is employed within the Continuing Care Program.

**4002**

- (a) The parties recognize the uniqueness of the Continuing Care Program and recognize the requirement for distribution of work in an economical, fair and efficient manner. Assignments will be offered to available nurses in descending seniority order taking into consideration client needs, skill and ability.

Seniority lists for each Continuing Care office shall be completed and forwarded to the Manitoba Nurses' Union in the pay periods which include January 1st and July 1st of each year. Seniority lists shall be posted in each Continuing Care office.

- (b) The continuance of the assignment will be based on the client's needs as determined by the Continuing Care Case Co-ordinator and may terminate on short notice and resume on short notice.
- (c) The Employer shall advise nurses of assignments as far in advance as is reasonably possible.
- (d) Assignments 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:
- (i) A minimum of two (2) consecutive days off in any calendar week.
  - (ii) Nurses will be scheduled off on weekends as frequently as possible with a minimum of alternate weekends off.
  - (iii) A maximum of seven (7) consecutive days of work and preferably less between days off.

**4003** A rest period of fifteen (15) minutes will be allocated by the Employer during each continuous three (3) hour period of work.

**4004**

- (a) A nurse required to work in excess of forty (40) hours in any week or eight (8) hours in any day shall be paid at the rate of time and one-half (1 1/2) for all overtime worked.
- (b) Overtime shall be compensated by paying the nurse for all time worked at the applicable rate.

**4005** Where a nurse is authorized to use her privately owned vehicle on the Employer's business, she shall be reimbursed 35¢/km North of 53<sup>rd</sup> and 31.3¢/km South of 53<sup>rd</sup> for all travel between work locations and any distances greater than eight (8) kilometers when traveling to the first work assignment of the day or traveling home from the last work assignment of the day.

**4006** Where bus and taxi transportation is authorized for travel between work locations, the nurse shall be reimbursed transportation expenses.

**4007** Travel time between work locations shall be considered time worked. Travel time from the nurse's home to the first work assignment of the day shall also be considered time worked but only where:

- (a) the first assignment is to report to a client's residence, rather than to the continuing care office to which the nurse normally reports, and
- (b) the client's residence is more than twenty-four (24) kilometers away from the office and from the nurse's home.

Travel time from the last work assignment of the day to the nurse's home shall also be considered time worked but only where:

- (a) the last assignment is at a client's residence, rather than at the continuing care office to which the nurse normally reports, and
- (b) the client's residence is more than twenty-four (24) kilometers away from the office and the nurse's home.

**4008**

- (a) For the purposes of this Agreement, a vacation year is the period of twenty-six (26) bi-weekly pay periods commencing with the nurse's bi-weekly pay period in which April 1 falls.
- (b) Nurses shall accrue vacation pay at the following rates:
  - (i) A nurse who has completed less than one (1) year of employment shall earn vacation credits at the rate of four percent (4%) per annum.
  - (ii) Commencing with the first of the bi-weekly pay period in which a nurse completes one (1) year of employment, the nurse shall earn vacation credits at the rate of six percent (6%) per annum.
  - (iii) Commencing with the first of the bi-weekly pay period in which a nurse completes seven (7) years of employment, the nurse shall earn vacation credits at the rate of eight percent (8%) per annum.

- (c) Vacation credits as referred to in 1702 shall be calculated on regular hours worked during the bi-weekly pay period and shall be exclusive of overtime and any and all other premiums.
- (d) Nurses shall be entitled to time off for vacation purposes calculated at the rate of one (1) week for each two percent (2%) of vacation pay entitlement.
- (e) Terminal vacation pay shall be calculated in accordance with Article 21
- (f) The Employer shall notify each nurse prior to her vacation of the date and time upon which she is to report back to work following her 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.
- (g) The Employer shall be responsible for posting the vacation entitlement lists by February 1st of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at March 31st of that year. The nurse shall be responsible to indicate her preference of vacation dates by March 1st of that year. Nurses who fail to indicate their choice within this twenty-eight (28) 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 having the most seniority of service. The approved vacation schedule will be posted no later than April 1st. Approved vacation schedules within each region shall not be changed unless mutually agreed upon by the nurse and the Employer.

**4009** A nurse required to work on a recognized holiday shall be paid at the rate of one and one-half (1.50) times her basic pay and twice her basic pay on Remembrance Day in accordance with The Remembrance Day Act.

**4010**

- (a) Where a nurse is unable to work as a result of a compensable injury incurred in the course of performing regular duties, that nurse shall apply for Workers Compensation benefits.
- (b) Where a nurse is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the nurse shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- (c) Transportation to the nearest physician or hospital for nurses requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer, if it is not covered by a medical plan.

(d) 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:

(1) she was unable to work because of an incapacitation due to accident or illness including such time where she may be entitled to Workers Compensation; or

(2) in the opinion of the Employer, her presence constituted a health hazard for clients and/or other nurses and she was instructed by the Employer to leave her place of duty; or

(3) she attends an appointment related to a medical/dental examination and/or treatment.

(4) Where a nurse has applied for WCB benefits and where a **loss** of pay would result while awaiting a WCB decision, the nurse may request an advance on her accumulated income protection, subject to the following conditions:

(i) advance payments on accumulated income protection shall be based on the nurse's pro-rating factor for each day where a loss of pay occurs from the date of injury until the date the final WCB decision is received.

(ii) advance payments shall be for net pay (gross pro-rating factor less income tax, CPP, EI, union dues and pension deductions).

(iii) The nurse's pro-rating factor shall be calculated by dividing the total regular hours worked by the nurse in the preceding two (2) full bi-weekly pay periods by one hundred and sixty (160).

(iv) Where the WCB claim is approved, the nurse shall reimburse the Employer the amount required to offset the total amount of the advance.

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

(e) Each nurse shall accumulate income protection at the rate of eight (8) hours for each one hundred and twenty (120) hours of employment.

Note: For each eight (8) hours (one day) of income protection accumulated, 80% shall be reserved exclusively for the nurse's personal use as outlined in Article

12.4

2301. The remaining 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 Article 23. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

By April 1, 1999, the Union shall be advised of the date nurses' total income protection credits were allocated to the personal and the personal/family illness income protection banks.

- (f) The Employer shall be entitled to recover any income protection paid to a nurse, if her employment is not continued beyond her probationary period from the nurse's final termination cheque.
- (g) 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 required may disqualify a nurse from receiving paid income protection or may result in a refusal of permission for her to resume her duties.
- (h) A nurse will inform the Employer in writing when a medical decision is made regarding elective surgery so that staff coverage for her intended absence may be arranged. Failure to give such notice shall result in non-entitlement to income protection benefits for the period of absence.
- (i) 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 rescheduled. Proof of such hospitalization shall be provided if requested.
- (j) The Employer will annually, on written request, provide each nurse with a statement of her accrued income protection credits.
- (k) A nurse who has completed the probationary period who is unable to perform her 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.
- (l) Subject to the provisions of Article 23, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, child or parent.

**4011**

- (a) 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

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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. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of its decision in writing without undue delay after the request. Requests for extension of maternity leave, parenting leave, adoption leave, and bereavement leave will be granted if reasonably possible. Where a nurse requests to return to work prior to the expiry of the leave of absence as set out in the approved request the Employer shall have no obligation to return the nurse to work until such time that the leave of absence would have expired.

- (b) Overstaying of leave of absence without valid reason and without notification may be deemed as a resignation.
- (c) 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.

(d) Parenting Leave

1. Maternity Leave - Seventeen (17) weeks of maternity leave without pay will be granted subject to the following conditions:

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N17

- (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 longer or shorter duration may be granted at the discretion of the Employer.

If the maternity leave extends beyond seventeen (17) weeks, the additional time shall be paid from the nurse's annual vacation subject to the nurse retaining up to five (5) days of such vacation, if she so requests, before further unpaid leave is granted.

- (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.

2. Parental Leave - Seventeen (17) weeks of parental leave without pay will be granted to natural mothers, natural fathers and adoptive parents subject to the following conditions:

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N17

- (i) Where a nurse takes parental leave in addition to maternity leave, the nurse must commence the parental leave immediately upon

expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

- (ii) In the case of a natural father or an adoptive parent, parental leave must commence no later than the first (1st) anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the nurse.
- (iii) The nurse may commence parental leave for adoption purposes upon one (1) day's notice provided that the application for leave is submitted when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iv) If requested by the nurse, unpaid parental leave of longer or shorter duration may be granted at the discretion of the Employer. If the parental leave extends beyond seventeen (17) weeks, the additional time shall be paid from the nurse's annual vacation subject to the nurse retaining up to five (5) days of such vacation, if the nurse so requests, before further unpaid leave is granted.

(e) Union Leave -

1. Subject to at least two (2) or more weeks' written notice of request and no additional charge to the Employer, leave of absence without pay shall be granted to the Union representatives for the purpose of attendance at meetings of the M.N.U., N.F.N.U. or Canadian Labour Congress.

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NL*

2. A nurse elected or selected to a full-time position with M.N.U., National Federation of Nurses' Unions (NFNU) or the Canadian Labour Congress shall be granted leave of absence without pay.

(f) Jury and Witness Duty - A nurse required to serve as a juror or subpoenaed as a witness in any court of law, other than a court proceeding occasioned by the nurse's private affairs, shall receive leave of absence at her basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

(g) Bereavement Leave - Bereavement leave of up to three (3) 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, fiancé, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment. Bereavement leave may be extended by up to two (2) additional working days without loss of pay as may be necessitated by reason of travel to attend the funeral.

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- (h) Provided a nurse has not received bereavement leave for the death in question, a nurse shall be entitled to bereavement leave up to a maximum of one ~~(10)~~ day without **loss** of salary for attending a funeral as a pallbearer.
- (i) Where a nurse has been on an approved leave of absence, upon expiration of the leave, the Employer will make every attempt to return the same clients to the nurse as she held prior to her leave of absence, subject to client needs.

Upon return from an approved leave of absence, a nurse shall be paid at the same step of the salary scale and shall not suffer any **loss** of benefits accrued to the date of the leave.

#### **4012**

- 10c
- (a) When a reduction in the working force becomes necessary, the nurses will be laid off in reverse order of seniority within their region and within their occupational classification subject only to more senior nurses being willing to perform the required work.
  - (b) **No** new nurses will be hired when other nurses are on layoff and are qualified and available for the work.
  - (c) Nurses shall be recalled in seniority order provided they are qualified to perform the required work. Such recall shall be made by registered mail or by personal service and shall provide for one pay period notice to report back to work, if practicable.

The nurses affected will contact the Regional Continuing Care Co-ordinator by telephone not later than three (3) days before the date on which they are due to return to work. Failure to notify as above shall result in the nurse being placed last on the recall list.

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

#### **4013**

- (a) **A** new nurse shall be on probation from the date of commencement of employment for a period of six (6) months.
- (b) **A** nurse who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the nurse received notice of the rejection. The Regional Director shall hold a hearing to discuss the grievance with the nurse. The nurse has the option to have a Union representative present. The decision at Step 2 shall be final for such grievance.

(c) The rejection on probation of a nurse is neither grievable nor arbitrable.

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**4014** Where the pay range for a nurse's classification permits, a nurse shall be eligible for a merit increase review twelve (12) months from the nurse's anniversary date established in accordance with this article provided the nurse has accumulated one thousand and forty (1,040) regular hours of work during that preceding twelve (12) month period.

**4015 Academic Allowances**

The non-cumulative additional rates of pay hereinafter set forth shall be paid to a Licensed Practical Nurse, Registered Nurse, or Registered Psychiatric Nurse for the academic attainments herein set forth:

11A4  
Upon completion of an approved clinical course, or an approved course in gerontology, or a Registered Nurse with a Psychiatric Nurse Diploma, or a Baccalaureate Degree in Nursing, or Masters, or a Baccalaureate Degree in Arts (major in Psychology or Sociology) or a Baccalaureate Degree in Science (major in Biology or Chemistry):

30 cents (\$0.30) per hour above normal placement

**4016** In the event that the Employer transfers the delivery of Home Care services to another employer, the Employer shall notify the Union in writing at least one hundred and twenty (120) days in advance of any transfer of services. The notification to the Union shall identify which services are being transferred, the name of the employer to which the services are being transferred and the names of the nurses within the bargaining unit affected by the transfer of services. At the request of either party, the parties shall meet to discuss the impact of the transfer.

**4017 Task Force on Regular Scheduled Hours of Work**

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The Employer and the Union agree that within sixty (60) days of the signing of this agreement, a Provincial Task Force, with equal representation from the Employer and the Union, will be established to:

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↓
- Meet and work towards the implementation of "Regular Scheduled Hours of Work", (to be defined as "a commitment to assign the Home Care Nurse for a determined number of hours over a bi-weekly period, and that in return the Home Care Nurse is committed to work that schedule over the bi-weekly pay period"); with a view to converting the number of hours available to nurses in each region to full-time and part-time positions as much as reasonably possible.
  - Develop amendments to the Collective Agreements to support the above, including but not limited to Articles 14, 15, 24, 27, 30 and 34; with such amendments to be implemented with mutual agreement of the parties.

**4018** A shift shall not be less than one (1) paid hour nor more than eight (8) paid hours and shall be governed by the following conditions:

(a) A nurse shall receive one (1) hour regular salary for any and all client assignments in the first one (1) hour of her work day, and

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6.00/hr*

(b) a nurse shall receive regular salary for all additional time required to complete any further client assignments up to and including eight (8) hours in any one (1) day. Nurses may be required to work split shifts, and in so doing shall receive a premium of six dollars (\$6.00), and

(c) shifts shall be inclusive of paid rest periods and exclusive of the unpaid meal period.

**4019 Standby**

(a) For the purposes of this Article, standby duty shall be any period of twelve (12) consecutive hours.

*1115  
6.00/hr*

(i) A nurse who has been designated by the Employer to be on standby duty during off duty hours shall receive payment of six dollars (\$6.00) for each twelve (12) hour period or less on standby.

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12.00/hr  
CALL  
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(ii) A nurse who has been designated by the Employer to be on standby duty during off duty hours on a Saturday, Sunday or a recognized holiday shall receive payment of twelve dollars (\$12.00) for each twelve (12) hour period or less on standby.

(iii) Where a nurse has worked five (5) consecutive and contiguous days following shall be eligible for standby at twelve dollars (\$12.00) for each twelve (12) hour period or less on standby.

(b) A nurse designated for standby must be available in a manner approved by the Employer during her/his period of standby and must return for duty immediately.

(c) Notwithstanding the number of call outs during the period of standby, a nurse called back to work from standby shall be paid for all hours worked, or three (3) hours whichever is greater. The nurse shall be paid at the regular rate of pay or the applicable overtime rates as per Article 16.

(d) Recognized Holidays – For purposes of interpretation of this Article, half or more hours must be designated on the said day in order that the nurse shall be eligible for the higher rate.

**4020** Salaries & Increments

- 11A1.3
- (a) Nurses shall be paid in accordance with the salary schedule as outlined in Appendix "A", forming part of the Agreement.
  - (b) Incumbent nurses employed in the program as of the date of the agreement shall be paid at the same level on the salary schedule as they currently are placed. For example, a nurse paid at Step 2 of the Employer's salary schedule prior to the coming into force of this agreement shall be paid at Step 2 of Appendix "A".
  - (c) "Merit increase" means an increase in the rate of pay of a nurse within the nurses' pay range which may be granted in recognition of satisfactory service on the nurse's anniversary date.
  - (d) The initial anniversary date of a nurse shall be established as the first of the month which follows the date of hire.
  - (e) The effective date of a nurse's merit increase shall be the first day of the bi-weekly pay period which includes the nurse's anniversary date. A nurse must be in the classification on the nurse's anniversary date in order that the merit increase shall take effect at the beginning of the bi-weekly period that includes the said anniversary date.
  - (f) Where the pay range for a nurse's classification permits, a nurse shall be eligible for a merit increase review twelve (12) months from the nurse's anniversary date established in accordance with this article provided the nurse has accumulated one thousand and forty (1,040) regular hours of work during that preceding twelve (12) month period.
  - (g) Where a nurse has not accumulated one thousand and forty (1,040) hours, she shall be eligible for a merit increase review upon the completion of one thousand and forty (1,040) regular hours.
  - (h) Where a nurse is granted a merit increase in accordance with (g):
    - (i) the merit increase shall be effective on the first of the bi-weekly pay period in which one thousand and forty (1,040) hours were accumulated; and
    - (ii) the nurse's anniversary date shall be established as the first of the month following the granting of this merit increase.

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pension  
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**4021** The Employer shall participate in the introduction of a money purchase pension plan or similar pension vehicle, to be selected jointly with the Union, wherein the Employer shall match employee contributions of three percent (3%) of salary.

**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

| <b>Licensed</b>         | <b>Start</b>          | <b>1 Year</b>         | <b>2 Year</b>         | <b>3 Year</b>         | <b>4 Year</b>         | <b>5 Year</b>         | <b>6 Year</b>         |
|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Practical Nurse:</b> | 2,478.777<br>(14.762) | 2,559.881<br>(15.245) | 2,639.927<br>(15.722) | 2,737.251<br>(16.301) | 2,826.466<br>(16.833) | 2,926.082<br>(17.426) | 3,030.283<br>(18.046) |
|                         | <b>Start</b>          | <b>1 Year</b>         | <b>2 Year</b>         | <b>3 Year</b>         | <b>4 Year</b>         | <b>5 Year</b>         |                       |
| <b>Nurse II</b>         | 3,238.156<br>(19.284) | 3,351.172<br>(19.957) | 3,464.541<br>(20.633) | 3,582.670<br>(21.336) | 3,698.155<br>(22.024) | 3,817.519<br>(22.735) |                       |
|                         | <b>Start</b>          | <b>1 Year</b>         | <b>2 Year</b>         | <b>3 Year</b>         | <b>4 Year</b>         | <b>5 Year</b>         | <b>6 Year</b>         |
| <b>Nurse III</b>        | 3,361.221<br>(20.017) | 3,474.591<br>(20.692) | 3,592.896<br>(21.397) | 3,708.381<br>(22.085) | 3,815.579<br>(22.723) | 3,932.474<br>(23.419) | 4,053.071<br>(24.137) |
|                         | <b>Start</b>          | <b>1 Year</b>         | <b>2 Year</b>         | <b>3 Year</b>         | <b>4 Year</b>         | <b>5 Year</b>         | <b>6 Year</b>         |
| <b>Nurse IV</b>         | 3,476.530<br>(20.704) | 3,605.238<br>(21.470) | 3,734.122<br>(22.238) | 3,874.644<br>(23.075) | 4,035.617<br>(24.033) | 4,191.830<br>(24.964) | 4,355.272<br>(25.937) |
|                         | <b>Start</b>          | <b>1 Year</b>         | <b>2 Year</b>         | <b>3 Year</b>         | <b>4 Year</b>         | <b>5 Year</b>         | <b>6 Year</b>         |
| <b>Nurse V</b>          | 3,669.769<br>(21.855) | 3,810.289<br>(22.692) | 3,971.263<br>(23.650) | 4,127.475<br>(24.580) | 4,297.970<br>(25.596) | 4,464.938<br>(26.590) | 4,638.958<br>(27.627) |

A.2 Effective **April 1, 2000**, a **3 %** increase in monthly salaries (hourly salaries shall be calculated as follows: monthly salary X 12) shall **be paid** as follows:  
2015

| <b>Licensed</b>         | <b>Start</b>          | <b>1 Year</b>         | <b>2 Year</b>         | <b>3 Year</b>         | <b>4 Year</b>         | <b>5 Year</b>         | <b>6 Year</b>         |
|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Practical Nurse:</b> | 2,553.140<br>(15.205) | 2,636.677<br>(15.702) | 2,719.125<br>(16.193) | 2,819.369<br>(16.790) | 2,911.260<br>(17.338) | 3,013.864<br>(17.949) | 3,121.191<br>(18.588) |
|                         | <b>Start</b>          | <b>1 Year</b>         | <b>2 Year</b>         | <b>3 Year</b>         | <b>4 Year</b>         | <b>5 Year</b>         |                       |
| <b>Nurse II</b>         | 3,335.301<br>(19.863) | 3,451.707<br>(20.556) | 3,568.477<br>(21.251) | 3,690.150<br>(21.976) | 3,809.100<br>(22.684) | 3,932.045<br>(23.417) |                       |
|                         | <b>Start</b>          | <b>1 Year</b>         | <b>2 Year</b>         | <b>3 Year</b>         | <b>4 Year</b>         | <b>5 Year</b>         | <b>6 Year</b>         |
| <b>Nurse III</b>        | 3,462.058<br>(20.618) | 3,578.829<br>(21.313) | 3,700.683<br>(22.039) | 3,819.632<br>(22.747) | 3,930.046<br>(23.405) | 4,050.448<br>(24.122) | 4,174.663<br>(24.862) |
|                         | <b>Start</b>          | <b>1 Year</b>         | <b>2 Year</b>         | <b>3 Year</b>         | <b>4 Year</b>         | <b>5 Year</b>         | <b>6 Year</b>         |
| <b>Nurse IV</b>         | 3,580.826<br>(21.325) | 3,713.395<br>(22.115) | 3,846.146<br>(22.905) | 3,990.883<br>(23.767) | 4,156.686<br>(24.754) | 4,317.585<br>(25.713) | 4,485.930<br>(26.715) |
|                         | <b>Start</b>          | <b>1 Year</b>         | <b>2 Year</b>         | <b>3 Year</b>         | <b>4 Year</b>         | <b>5 Year</b>         | <b>6 Year</b>         |
| <b>Nurse V</b>          | 3,779.862<br>(22.510) | 3,924.598<br>(23.372) | 4,090.401<br>(24.360) | 4,251.299<br>(25.318) | 4,426.909<br>(26.364) | 4,598.886<br>(27.388) | 4,778.127<br>(28.455) |

A.3 Effective **April 1, 2001**, a **3 %** 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                |
|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Practical Nurse:</b> | 2,629.734<br>(15.661) | 2,715.777<br>(16.173) | 2,800.699<br>(16.679) | 2,903.950<br>(17.294) | 2,998.598<br>(17.858) | 3,104.280<br>(18.487) | 3,214.827<br>(19.145) |

|                 | Start                 | 1 Year                | 2 Year                | 3 Year                | 4 Year                | 5 Year                |
|-----------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Nurse II</b> | 3,435.360<br>(20.459) | 3,555.258<br>(21.173) | 3,675.531<br>(21.889) | 3,800.855<br>(22.635) | 3,923.373<br>(23.365) | 4,050.006<br>(24.119) |

|                  | Start                 | 1 Year                | 2 Year                | 3 Year                | 4 Year                | 5 Year                | 6 Year                |
|------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Nurse III</b> | 3,565.920<br>(21.236) | 3,686.194<br>(21.953) | 3,811.703<br>(22.700) | 3,934.221<br>(23.430) | 4,047.947<br>(24.107) | 4,171.961<br>(24.845) | 4,299.903<br>(25.607) |

|                 | Start                 | 1 Year                | 2 Year                | 3 Year                | 4 Year                | 5 Year                | 6 Year                |
|-----------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Nurse IV</b> | 3,688.251<br>(21.965) | 3,824.797<br>(22.778) | 3,961.530<br>(23.592) | 4,110.609<br>(24.480) | 4,281.387<br>(25.497) | 4,447.113<br>(26.484) | 4,620.508<br>(27.517) |

|                | Start                 | 1 Year                | 2 Year                | 3 Year                | 4 Year                | 5 Year                | 6 Year                |
|----------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Nurse V</b> | 3,893.258<br>(23.186) | 4,042.336<br>(24.073) | 4,213.113<br>(25.090) | 4,378.838<br>(26.077) | 4,559.716<br>(27.155) | 4,736.853<br>(28.210) | 4,921.471<br>(29.309) |

**Applicable for Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**Appendix "A"** – Central rates with current nurses to be red-circled until rate coincides with current rate in effect, when Academic Allowances as per Appendix "B" are to be added as follows:

1104

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:

1885

|          | Start                      | 1 Year                     | 2 Year                     | 3 Year                     | 4 Year                     | 5 Year                     | 6 Year                     |
|----------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Nurse IV | 3,476.530<br><b>22.132</b> | 3,605.238<br><b>22.951</b> | 3,734.122<br><b>23.772</b> | 3,874.644<br><b>24.666</b> | 4,035.617<br><b>25.691</b> | 4,191.830<br><b>26.685</b> | 4,355.272<br><b>27.726</b> |
| Nurse V  | 3,669.769<br><b>23.362</b> | 3,810.289<br><b>24.256</b> | 3,971.263<br><b>25.281</b> | 4,127.475<br><b>26.276</b> | 4,297.970<br><b>27.361</b> | 4464.938<br><b>28.424</b>  | 4,638.958<br><b>29.532</b> |

A.2 Effective April **1, 2000**, a **3 %** increase in monthly salaries (hourly salaries shall be calculated as follows: monthly salary X 12) shall be paid as follows:

1885

|          | Start                      | 1 Year                     | 2 Year                     | 3 Year                     | 4 Year                     | 5 Year                     | 6 Year                     |
|----------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Nurse IV | 3,580.826<br><b>22.796</b> | 3,713.395<br><b>23.640</b> | 3,846.146<br><b>24.485</b> | 3,990.883<br><b>25.406</b> | 4,156.686<br><b>26.462</b> | 4,317.585<br><b>27.486</b> | 4,485.930<br><b>28.558</b> |
| Nurse V  | 3,779.862<br><b>24.063</b> | 3,924.598<br><b>24.984</b> | 4,090.401<br><b>26.040</b> | 4,251.299<br><b>27.064</b> | 4,426.909<br><b>28.182</b> | 4,598.886<br><b>29.277</b> | 4,778.127<br><b>30.418</b> |



A.3 Effective April 1, 2001, a 3 % increase in monthly salaries (hourly salaries shall be calculated as follows:  $\frac{\text{monthly salary} \times 12}{1885}$ ) shall be paid as follows:

|                 | <b>Start</b>  | <b>1 Year</b> | <b>2 Year</b> | <b>3 Year</b> | <b>4 Year</b> | <b>5 Year</b> | <b>6 Year</b> |
|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Nurse IV</b> | 3,688.251     | 3,824.797     | 3,961.530     | 4,110.609     | 4,281.387     | 4,447.113     | 4,620.508     |
|                 | <b>23.480</b> | <b>24.349</b> | <b>25.219</b> | <b>26.168</b> | <b>27.256</b> | <b>28.311</b> | <b>29.414</b> |
|                 | <b>Start</b>  | <b>1 Year</b> | <b>2 Year</b> | <b>3 Year</b> | <b>4 Year</b> | <b>5 Year</b> | <b>6 Year</b> |
| <b>Nurse V</b>  | 3,893.258     | 4,042.336     | 4,213.113     | 4,378.838     | 4,559.716     | 4,736.853     | 4,921.471     |
|                 | <b>24.785</b> | <b>25.734</b> | <b>26.821</b> | <b>27.876</b> | <b>29.027</b> | <b>30.155</b> | <b>31.330</b> |

*2001*

**Applicable to Home Care Nurses and Nurses working an 8 hour daily shift:**

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:  
2080

| <b>Licensed</b>        | <b>Start</b>            | <b>1 Year</b>           | <b>2 Year</b>           | <b>3 Year</b>           | <b>4 Year</b>           | <b>5 Year</b>           | <b>6 Year</b>           |
|------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <b>Practical Nurse</b> | 2,478.777<br>14.301     | 2,559.881<br>14.769     | 2,639.927<br>15.230     | 2,737.251<br>15.792     | 2,826.466<br>16.307     | 2,926.082<br>16.881     | 3,030.283<br>17.482     |
| <b>Nurse II</b>        | \$3,238.156<br>\$18.682 | \$3,351.172<br>\$19.334 | \$3,464.541<br>\$19.988 | \$3,582.670<br>\$20.669 | \$3,698.155<br>\$21.336 | \$3,817.519<br>\$22.024 |                         |
| <b>Nurse III</b>       | 3,361.221<br>\$19.392   | 3,474.591<br>\$20.046   | 3,592.896<br>\$20.728   | 3,708.381<br>\$21.395   | 3,815.579<br>\$22.013   | 3,932.474<br>\$22.687   | 4,053.071<br>\$23.383   |
| <b>Nurse IV</b>        | 3,476.530<br>\$20.057   | 3,605.238<br>\$20.799   | 3,734.122<br>\$21.543   | 3,874.644<br>\$22.354   | 4,035.617<br>\$23.282   | 4,191.830<br>\$24.184   | \$4,355.272<br>\$25.127 |
| <b>Nurse V</b>         | 3,669.769<br>\$21.172   | 3,810.289<br>\$21.982   | 3,971.263<br>\$22.911   | \$4,127.475<br>\$23.812 | \$4,297.970<br>\$24.796 | \$4,464.938<br>\$25.759 | 4,638.958<br>\$26.763   |

A.2 Effective **April 1, 2000**, a **3 %** increase in monthly salaries (hourly salaries shall be calculated as follows:  $\frac{\text{monthly salary} \times 12}{2080}$ ) shall be paid as follows:

| Licensed        | Start                 | 1 Year                  | 2 Year                | 3 Year                | 4 Year                | 5 Year                | 6 Year                |
|-----------------|-----------------------|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Practical Nurse | 2,553.140<br>14.730   | 2,636.677<br>15.212     | 2,719.125<br>15.687   | 2,819.369<br>16.266   | 2,911.260<br>16.796   | 3,013.864<br>17.388   | 3,121.191<br>18.007   |
| Nurse II        | 3,335.301<br>19.242   | 3,451.707<br>19.914     | 3,568.477<br>20.587   | 3,690.150<br>21.289   | 3,809.100<br>21.976   | 3,932.045<br>22.685   |                       |
| Nurse III       | 3,462.058<br>\$19.973 | 3,578.829<br>\$20.647   | 3,700.683<br>\$21.350 | 3,819.632<br>\$22.036 | 3,930.046<br>\$22.673 | 4,050.448<br>\$23.368 | 4,174.663<br>\$24.085 |
| Nurse IV        | 3,580.826<br>\$20.659 | 3,713.395<br>\$21.423   | 3,846.146<br>\$22.189 | 3,990.883<br>\$23.024 | 4,156.686<br>\$23.981 | 4,317.585<br>\$24.909 | 4,485.930<br>\$25.880 |
| Nurse V         | 3,779.862<br>\$21.807 | \$3,924.598<br>\$22.642 | 4,090.401<br>\$23.598 | 4,251.299<br>\$24.527 | 4,426.909<br>\$25.540 | 4,598.886<br>\$26.532 | 4,778.127<br>\$27.566 |

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A.3 Effective April 1, 2001, a 3% increase in monthly salaries (hourly salaries shall be calculated as follows:  $\frac{\text{monthly salary} \times 12}{2080}$ ) shall be paid as follows:

| Licensed        | Start                   | 1 Year                  | 2 Year                | 3 Year                | 4 Year                | 5 Year                | 6 Year                |
|-----------------|-------------------------|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Practical Nurse | 2,629.734<br>\$15.172   | 2,715.777<br>\$15.668   | 2,800.699<br>\$16.158 | 2,903.950<br>\$16.754 | 2,998.598<br>\$17.300 | 3,104.280<br>\$17.909 | 3,214.827<br>\$18.547 |
| Nurse II        | 3,435.360<br>\$19.819   | 3,555.258<br>\$20.511   | 3,675.531<br>\$21.205 | 3,800.855<br>\$21.928 | 3,923.373<br>\$22.635 | 4,050.006<br>\$23.365 |                       |
| Nurse III       | 3,565.920<br>\$20.573   | \$3,686.194<br>\$21.267 | 3,811.703<br>\$21.991 | 3,934.221<br>\$22.697 | 4,047.947<br>\$23.354 | 4,171.961<br>\$24.069 | 4,299.903<br>\$24.807 |
| Nurse IV        | \$3,688.251<br>\$21.278 | 3,824.797<br>\$22.066   | 3,961.530<br>\$22.855 | 4,110.609<br>\$23.715 | 4,281.387<br>\$24.700 | 4,447.113<br>\$25.656 | 4,620.508<br>\$26.657 |
| Nurse V         | \$3,893.258<br>\$22.461 | 4,042.336<br>\$23.321   | 4,213.113<br>\$24.306 | 4,378.838<br>\$25.263 | 4,559.716<br>\$26.306 | 4,736.853<br>\$27.328 | 4,921.471<br>\$28.393 |

A.4 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, IV and V 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 midwifery 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.

**Applicable for Home Care Nurses:**

*Nurse II -- A Registered Nurse (or Registered Psychiatric Nurse) employed in a general duty position, Home Care 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 or Infection Control/Staff Health, Team Leader, Nurse Clinicians.

- (c) **Nurse IV --** A nurse who is permanently assigned responsibility for the nursing activities and staff on a unit or ward on a 24 hour basis; a nurse responsible for supervision of the clinical experience of student nurses; or a nurse responsible for inservice education instruction (Clinical Instructor, Inservice Education Instructor, Public Health Nurse).

**Applicable for Community Health Nurses:**

*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) or a nurse responsible for Community Health Programs including Public Health, Diabetes Education Resource, and Home Care (as applicable).*

- (d) **Nurse V --** A nurse who is responsible for the nursing activities and staff of more than one (1) nursing unit on a permanent basis (Nurse Practitioner, Nursing Supervisors, and Program Managers).

- (e) **LPN -** A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.

**APPENDIX "D" – SITE LIST**

**NOR-MAN REGIONAL HEALTH AUTHORITY**

Flin Flon General Hospital  
**Snow Lake** Medical Nursing Unit  
The Pas Health Complex  
Home Care Program  
Public Health Program



**Applicable to Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**APPENDIX "E" – MEALS AND MISCELLANEOUS EXPENSES**

**MEALS – ELIGIBILITY FOR CLAIMS**

- 101** Breakfast – A nurse is expected to have had breakfast before the start of the day's work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:
- (a) the nurse is in travel status; or
  - (b) the nurse has been travelling for more than one hour on government business before the recognized time for the start of the nurse's day's work.

- 102** Luncheon – A nurse is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many nurses, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when:

- (a) the nurse is in travel status; or
- (b) the nurse is away from the nurse's normal place of work and outside the headquarters area which would cause the nurse to disrupt the nurse's normal mid-day or mid-shift meal arrangements.

The inability of the nurse to return to the nurse's home or residence does not constitute grounds for claim for the cost of a purchased meal.

- 103** Dinner – A nurse may only claim for the cost of a dinner meal when:
- (a) the nurse is in travel status; or
  - (b) the nurse has been travelling on government business and not expected to arrive back to the nurse's residence before 7:30 p.m. when a meal break not taken.

9 D Any extension of working hours at the normal place of work is covered under Article 3 – Meal Allowances During Overtime Work. No other meal claims except as provided in this Article shall be paid.

**MEAL EXPENSES – TRAVEL WITHIN THE PROVINCE**

- 201** A nurse who is eligible may claim the actual cost of purchased meals up to the following maximum amounts:

|     |  | <b>Individual Meals</b> |                     |                      |
|-----|--|-------------------------|---------------------|----------------------|
|     |  | <b><u>Breakfast</u></b> | <b><u>Lunch</u></b> | <b><u>Dinner</u></b> |
| (a) | In areas covered by remoteness allowance |                         |                     |                      |
|     | January 1, 1999                          | \$5.65                  | \$7.40              | \$12.80              |
| (b) | In all other areas                       |                         |                     |                      |
|     | January 1, 1999                          | \$5.15                  | \$6.90              | \$11.95              |

**202** For each full day in travel status an eligible nurse may claim a Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals as follows:

**Per Diem Allowance**

|     |  |         |
|-----|--|---------|
| (a) | In areas covered by remoteness allowance |         |
|     | January 1, 1999                          | \$25.90 |
| (b) | In all other areas                       |         |
|     | January 1, 1999                          | \$23.95 |

**203** Where no overnight accommodation is involved only the appropriate individual expenses under Section 01 may be claimed.

**204** Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt.

**MEAL ALLOWANCES DURING OVERTIME WORK**

**301** Extension of working day where a nurse's working day has been extended beyond the standard working day or shift at the normal place of work by EITHER:

(a) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at the following rate:

January 1, 1999 - \$3.40 per day

(b) at least three and one-half (3 ½ ) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for "luncheon" in the appropriate area as shown in Article 2 – Meal Expenses – Travel Within the Province, shall be paid.

910

- 302** To qualify for the above, nurses in the category of office personnel and classroom teachers must have been at work on the day for which the allowance is claimed for a total (exclusive of lunch or dinner/supper periods) of not less than:
- (a) nine and one-quarter (9 ¼ ) hours; or
  - (b) ten and three-quarters (10 ¾) hours.
- 303** A nurse in travel status is not entitled to either of the above allowances.
- 304** Special emergencies where special circumstances arise, (e.g. flood control, fire duties, etc.) and a nurse is required to work extended hours in connection with that emergency, with the authority of the Branch Head, the nurse may claim the cost of purchased meals appropriate to the period worked, as provided for under Article 2 – Meals Expenses– Travel Within the Province.

### **MEAL ALLOWANCES FOR FIELD OPERATIONS**

- 401** Where a nurse is engaged on field or construction operations outside the nurse's headquarters area and provided that:
- (a) the nurse is not supplied with rations; or
  - (b) a meal or meals is not supplied at a charge or otherwise from a field kitchen or similar site; or
  - (c) arrangements have not been made by the department or agency for group meals or meals by contract at a restaurant, cafe or other site;

an allowance to cover the cost of preparing meals away from home or taking prepared meals shall be paid as follows:

|  | <b><u>Breakfast</u></b> | <b><u>Lunch</u></b> | <b><u>Dinner</u></b> |
|--|-------------------------|---------------------|----------------------|
| Nurse working in areas covered by remoteness allowance |                         |                     |                      |
| January 1, 1999  | \$4.55                  | \$5.15              | \$7.95               |
| Nurse working in other areas                           |                         |                     |                      |
| January 1, 1999  | \$4.35                  | \$4.90              | \$7.40               |

- 402** The above allowance will universally be used where the department provides cooking or eating facilities in a caboose, trailer or other suitable accommodation. Where no such cooking or eating facilities are available, and provided that commercial facilities for purchase of cooked meals are in the vicinity of the field or construction operations, such nurse is eligible to claim individual meal expenses as provided under Article 2 – Meal Expenses – Travel Within the Province.

## **INCIDENTALS ALLOWANCE**

- 501** A nurse who is in travel status may claim an incidentals allowance for each night of:
- (a) commercial accommodation  
January 1, 1999 - \$3.15
  - (b) non-commercial accommodation  
January 1, 1999 - \$2.10
- 502** The incidentals allowance covers reimbursement for all incidental expenses except as provided in Article 6 – Miscellaneous Expenses During Travel.

## **MISCELLANEOUS EXPENSES DURING TRAVEL**

### **601** Gratuities

No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.

### **602** Laundry

- (a) Laundry charges must be supported by receipts and may only be claimed where the nurse is travelling on government business and overnight away-from-home accommodation is involved for a period in excess of four **(4)** consecutive nights.
- (b) No claim may be made where special reimbursement arrangements have been made, such as a weekly or monthly allowance for living costs.

### **603** Parking

- (a) A nurse may claim parking expenses as follows:
  - (i) short-term parking, when the nurse is away from the workplace; and
  - (ii) overnight parking where it is not provided with accommodation.
- (b) parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs i.e. limousine, taxi or **bus**, as available.

**604 Telephone and Telegram**

- (a) Charges for telephone calls and telegrams necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or telegraphed and the city or town involved.
- (b) A nurse is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars and fifty cents (**\$4.50**) for each period of three (3) consecutive nights away from the nurse's residence on government business and overnight accommodation is involved.

**TRAVEL STATUS -- RETURN HOME OVER A WEEKEND**

- 701** Provided that work schedules permit, a nurse in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the nurse in travel status over the weekend.
- 702** If travel is by government vehicle, this cost should be evaluated at the per kilometer rate applicable for personal distance travelled for that class of vehicle.

**ACCOMMODATIONS**

- 801** Nurses travelling on government business are entitled to standard hotel room accommodation with a bath when available.
- 802** The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of the Branch Head, be reasonable considering all relevant circumstances.
- 803** No accommodation expenses are claimable when the government provides a caboose, trailer or other suitable accommodation.

**DEFINITIONS**

- 901** "Travel Status" means absence of the nurse from the nurse's headquarters area on government business involving travel and accommodation with the approval of the Branch Head.
- 902** "Headquarters Area" means:
  - (a) a metropolitan or urban area of not less than twenty-four (**24**) kilometres (15 miles) in diameter;
  - (b) a patrol area or territory of comparable size to a metropolitan area;
  - (c) a beat or geographical area serviced by roads, as established from year to year for which Department of Highways and Transportation employees are assigned maintenance responsibility.

(d) In all other cases, an area twenty-four **(24)** kilometres **(15)** miles) around the nurse's headquarters.

**903** "Employee's Headquarters" means the workplace where the nurse is normally stationed or required to use as the nurse's base of operations on a continuing basis in relation to which the nurse has established a residence.

**904** "Field Operations" means activities carried out away from a permanent work location.

**Applicable to all sites in the Nor-Man Regional Health Authority and Community Health Nurses who were not previously represented by MNU (i.e. prior to 1999):**

**APPENDIX "F" – BI-WEEKLY REMOTENESS ALLOWANCES**

Remoteness Allowances shall be paid subject to the following eligibility.

A. Dependent Supporting or Non-dependent Supporting Status:

Non-dependent supporting status will be assumed for all employees eligible for Remoteness Allowances, and claims for dependent supporting status will be subject to the following criteria and conditions:

1. The employee shall be supporting one or more dependents where a dependent includes:

spouse living with and dependent on the employee for main and continuing support; this is presumed to be the wife in a marriage whether or not gainfully employed, unless satisfactory evidence is produced to the contrary;

unmarried dependent children under 18 years of age;

unmarried dependent children over 18 but under 21 years if in full time attendance at a school or university or similar educational institution;

unmarried children of any age if mentally or physically disturbed.

2. There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement must have been in existence for at least one year prior to the application.
3. A claim, with appropriate attestation, notarized where considered necessary, for payment of depending supporting status allowances, will be submitted to the Facility when first requesting the allowance, and renewed annually thereafter prior to the fiscal year.
4. Where both spouses are employees of the Facility or Departments or Agencies to which these regulations apply, the dependent supporting rate will be paid to the permanent employee or, if both are permanent, to the husband. The other spouse will not receive either dependent supporting or non-dependent supporting rate of Remoteness Allowance.

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B. Hourly Rated Personnel:

Remoteness Allowances are to be determined separately from hourly wage rates. Except for employees hired on an "if, as and when" basis, Remoteness Allowances are to be considered on a daily basis, i.e. 1/10th of the bi-weekly rate, up to the maximum amount for the bi-weekly period, for the following conditions:

1. For each day the employee is at work irrespective of the number of hours worked;
2. For each day that the employee is recognized as being a "stand-by";  
or
3. In order to qualify for the daily rate, an employee hired on an "if, as and when" basis, would be required to work one-half or greater of the normal working hours (i.e. 7.75 hours in any one day).

C. Locations and Residence:

The Remoteness Allowance applicable to the location at which the employee has established his residence and maintains a family home is normally that which prevails, since the residence would be within normal daily travel distance to the employee's headquarters. In any case where the employee does not have a residence established on a continuing basis in relation to his headquarters, the location of the employee's official headquarters, as established by the employing authority, shall be considered the location for Remoteness Allowance.

D. Occupants of Government Owned or Supplied Property:

Where properties have been reappraised in 1974 or 1975 the full rental, as assessed by the Department of Municipal Affairs and approved by Management Committee, representing a fair rental of that property, is paid by the employee, the full Remoteness Allowance will be paid. Other situations will be examined individually and the full Remoteness Allowance may be reduced accordingly.

E. Limitations:

The Remoteness Allowances for dependent supporting or non-dependent supporting employees as indicated, represent a maximum hourly taxable allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave and as limited in paragraph B above for hourly-rated employees. They are not payable during periods of absence



without pay, nor payable at 'time and a half' or other premium pay scales, nor included as part of regular weekly earnings in calculation of vacation wages on termination of employment.

F. Geographic Eligibility:

No location will be included for remoteness allowance that is two hundred and fifty (250) kilometres or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of sixty-five (65) kilometres or more by the most direct road to a provincial trunk highway or paved provincial road, and the aggregate distance to the highway or paved road and then to Winnipeg or Brandon totals two hundred (200) or more kilometres. No location having road access and situated south of the fifty-third (53<sup>rd</sup>) parallel of latitude will be included unless the criterion concerning off-highway access was met.

G. Bunk-houses or Similar Accommodations:

- (a) In areas where a remoteness allowance has been established, or can be established in relation to a specific community, where nurses are provided with living quarters but are not provided board, such nurses shall receive twenty-five percent (25%) of the remoteness allowance applicable to that community. In lieu of the twenty-five percent (25%) of the remoteness allowance, nurses in the listed locations will receive the following:

**Effective December 5, 1998**

|                    |         |
|--------------------|---------|
| Bissett            | \$20.48 |
| God's Lake Narrows | \$43.64 |
| Island Lake        | \$42.17 |
| Norway House       | \$36.34 |

- (b) Where such nurses are to be stationed under such conditions in a remote location on a semi-permanent basis, i.e. for a period of three (3) months or more, they shall receive in addition twenty-five percent (25%) of the remoteness allowance applicable to that community.
- (c) The rates shall be based on the community closest to the location where accommodation is supplied.
- (d) Nurses stationed in a remote area who are provided with room and board shall not receive any form of living or remoteness allowance.

- h. A full-time nurse eligible for remoteness allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31), to receive up to a maximum of two (2) days travel time without loss of regular pay.

**Effective December 5, 1998**

| <b><u>Location</u></b>    | <b><u>Dependent</u></b> | <b><u>Single</u></b> |
|---------------------------|-------------------------|----------------------|
| Berens River              | \$200.29                | \$114.83             |
| Bissett                   | 132.86                  | 78.56                |
| Bloodvein River           | 203.28                  | 116.76               |
| Brochet                   | 239.26                  | 137.76               |
| Churchill                 | 193.41                  | 117.36               |
| Cormorant                 | 112.92                  | 72.02                |
| Cranberry Portage         | 96.75                   | 60.97                |
| Crane River               | 119.21                  | 86.62                |
| Cross Lake                | 215.35                  | 124.49               |
| Dauphin River (Anama Bay) | 133.60                  | 94.80                |
| Easterville               | 98.80                   | 62.38                |
| Flin Flon                 | 83.72                   | 52.09                |
| Gillam                    | 172.05                  | 104.11               |
| God's Lake Narrows        | 237.31                  | 136.43               |
| God's River               | 240.38                  | 138.52               |
| Grand Rapids              | 96.05                   | 59.38                |
| Ilford                    | 257.05                  | 147.14               |
| Island Lake/Garden Hill   | 221.09                  | 126.29               |
| Jen Peg                   | 157.02                  | 93.86                |
| Lac Brochet               | 260.72                  | 149.56               |
| Leaf Rapids               | 132.81                  | 82.42                |
| Little Grand Rapids       | 213.08                  | 120.83               |
| Lynn Lake                 | 137.15                  | 83.04                |
| Manigotagan               | 132.86                  | 78.56                |
| Matheson Island           | 135.45                  | 96.06                |
| Moose Lake                | 143.43                  | 88.67                |
| Negginan/Poplar Point     | 203.65                  | 117.12               |
| Nelson House              | 146.64                  | 89.53                |
| Norway House              | 191.56                  | 109.53               |
| <b>Oxford House</b>       | 232.78                  | 133.17               |
| Pikwitonie                | 187.80                  | 112.47               |
| Pukatawagan               | 154.75                  | 95.05                |
| Red Sucker Lake           | 236.08                  | 135.40               |
| St. Therese Point         | 221.09                  | 126.29               |
| Shamattawa                | 252.65                  | 146.71               |
| Sherridon                 | 152.93                  | 93.82                |
| Snow Lake                 | 114.90                  | 71.42                |

|                   |        |        |
|-------------------|--------|--------|
| South Indian Lake | 243.34 | 140.36 |
| Split Lake        | 253.18 | 144.51 |
| Tadoule Lake      | 264.73 | 152.39 |
| The <b>Pas</b>    | 78.58  | 48.02  |
| Thicket Portage   | 187.39 | 112.19 |
| Thompson          | 125.10 | 87.88  |
| Wabowden          | 160.56 | 109.57 |
| Waterhen          | 99.19  | 62.04  |
| York Landing      | 255.39 | 148.75 |

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
NOR-MAN REGIONAL HEALTH AUTHORITY  
AND  
THE MANITOBA NURSES' UNION**

**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: Part-time Nurses Currently Occupying More Than One Position Within the Sites Comprising the RHA**

The parties agree that for the purposes of implementing the transition from multiple employer status to that of a regional bargaining unit, the following provisions will apply to the nurses within this bargaining unit who currently occupy more than one (1) position within the sites comprising the "Regional Health Authority".

- (a) Within thirty (30) days following the date of the signing of this Agreement, the sum of the EFT of all positions held will be calculated to determine whether the total exceeds 1.0 EFT.
- (b) If this sum exceeds 1.0 EFT, it is agreed that within a further thirty (30) days following the calculation, the nurse will forfeit one of the positions currently held, unless, at the discretion of the Employer, with input from the Union and the nurse, one or more of the positions can be reduced to result in a sum of 1.0 EFT being held.
- (c) It is agreed that during this transition period and thereafter, the provisions of the Memorandum of Understanding re: Provisions for Part-time nurses occupying more than one position will apply.

**5. Re: Provisions for Part-time Nurses Occupying More Than One Position Within the Sites Comprising the RHA**

- (a) Part-time nurses shall be eligible to apply for and occupy more than one ~~(1)~~ part-time position within the sites comprising the Regional Health Authority. Where it is determined that is not feasible for the nurse to work in more than one (1) position, the nurse will have the option of assuming the position applied for and relinquishing their former position.
- (b) At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. However, it is agreed that daily hours within the two positions may be scheduled, to a maximum of twelve (12) hours in any one day, at the nurse's regular rate of pay, with mutual agreement between the Employer, the nurse and the Union. Notwithstanding the above, it is understood that a nurse who works more than the equivalent of full-time hours in the rotation pattern shall be compensated for the excess hours in accordance with Article 16.
- (c) Where the sum of the positions occupied equal one ~~(1)~~ EFT, the status of the nurse will continue to be part-time, (i.e. status will not be converted to full-time), and the provisions of Article 34 will apply based on the total of all active positions occupied, unless specified in this article.
- (d) All salary based benefits, i.e. Group Life, Pension, LTD, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- (e) All accrued benefits, i.e. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- (f) Requests for scheduling of vacation shall be submitted to each departmental/site supervisor/manager. Said requests will be considered by both departmental/site

1404  
1405

1402

1424 → supervisor(s)/manager(s), and shall be granted in accordance with the provisions of Article 2109, based on the nurse's seniority within each work site.

- 1421
- (g) Requests for unpaid or paid leaves of absence shall be submitted to each department/site supervisor/manager, and shall be considered and granted at each work site, in accordance with the appropriate provisions of the Collective Agreement.
  - (h) Nurses taking on an additional position, which represents a promotion, will be subject to a trial period in accordance with Article 2803. If unsuccessful in the trial period, the nurse shall retain her/his previously held position(s).
  - (i) Where an approved arrangement is later found to be unworkable, the affected nurse may be required to relinquish one of the positions occupied.

**6. Re: Shifts of Less than 7.75 Hours -- Not Applicable for Home Care Nurses**

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-- Not Applicable for Home Care 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 site nurses in accordance with the provisions of the collective agreement. Only when nurses at the site are not available, will the Employer 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.

**a. Re: EDSL**

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

1. That the EDSL 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 EDSL 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 Union shall save the Employer harmless from any claims from nurses enrolled in the EDSLPL 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)

12H1 Eligibility Any nurse, excluding casuals, covered by a Collective Agreement of the Manitoba Nurses' Union may apply for membership in the EDSLPL following completion of the probationary period outlined in the Collective Agreement.

The Plan The EDSLPL 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 EDSLPL, 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 the EDSLPL 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.

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.

- (d) Requests for LOA under EDSLP shall be submitted in writing to the applicable nursing director with final approval being the responsibility of the Vice-president, Support Services, Regional Health Authority, Central Manitoba Inc.
- (e) 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.
- (f) 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.

## 9. Re: LTD Funding

6E C  
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)**

**10. 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.

**11. Re: Pensions [Re: 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.

**12. 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

13A3/N  
13A1/N  
3A2-15  
VI-14

13C2  
04  
13C3

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) *AND IN THE JOB SHARING MEMO AND/OR WHERE ONE EXISTS WHERE REFERENCE IS MADE TO LAYOFF*]

*WR* *WP* *L.M.S.*

**13. 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.

100

## LETTER OF UNDERSTANDING ON REDEPLOYMENT PRINCIPLES

### I - 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, Labour Relations Secretariat, 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. APPEAL PANEL:**

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.

#### **14. Re 12 Hour Shift**

The Employer and the Union mutually agree that the following conditions and understandings apply re the application of the **11.625 ("12")** hour shift schedule pattern.

1. There shall be twenty (20) regular shifts of eleven (11) hours thirty-seven (37) minutes ( 11.625 hours) duration in each three (3) consecutive bi-weekly periods. Each 11.625 ("12") hour shift shall be inclusive of three (3) fifteen (15) minute rest periods and exclusive of one (1) thirty-seven and one-half (37.50) minute meal period.
2. Overtime rates of pay shall be applicable for time worked in excess of an **11.625 ("12")** hour shift, or for time worked in excess of two hundred and thirty-two and one-half (232.50) hours in three (3) consecutive bi-weekly periods.

3. Coverage on the 11.625 ("12") hour shift is to be provided by a Day shift extending from 0730 hours to 1945 hours, and a Night shift extending from 1930 hours to 0745 hours.

4. Vacation - Recognized Holidays - Income Protection:

With reference to the above benefits, the paid time off that a nurse receives under the 11.625 ("12") hour shift schedule pattern is to correspond exactly in hours to the paid time off on a seven and three-quarter (7.75) hour shift pattern.

A nurse required to work on a Recognized Holiday shall be paid for hours worked at the rate of one and one-half (1.50) times her/his basic pay and, in addition, shall receive seven and three-quarter (7.75) hours off at her/his basic rate of pay.

5. A nurse may accumulate three (3) Recognized Holidays for the purpose of taking two (2) paid 11.625 ("12") hour shifts off duty at a time.

6. It is recognized that a primary intent of the 11.625 ("12") hour shift is to provide a compressed bi-weekly work period and alternate weekends off duty without increasing costs or decreasing quality.

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8.31  
/3

There must be mutual agreement between the Employer and the Local to continue with the 11.625 ("12") hour shift schedule pattern, otherwise the Collective Agreement provision on Hours of Work or some other mutually agreeable variation of the Agreement provision shall apply.

8. The terms of 1504(h) shall be applicable.

15. Re: Job Sharing

1. When a full-time position is posted, two (2) nurses may apply to equally share that position. The decision to allow two (2) nurses to split a full-time position rests solely with Management who will consider the needs of the area.

2. In the event that one (1) of the nurses sharing a full-time position resigns, and the Management decision is to allow this position to remain a twinning position, the position will be posted as full-time with the following wording noted on the job posting:

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"This full-time position is currently being filled by two (2) nurses working part-time. The remaining nurse wishes to continue working her/his half of the rotation and she/he will be allowed to do so if another nurse is willing to work the other half of the rotation. If you wish to apply for the other half of this rotation, please apply in the normal manner stating same."

3. Providing there is another nurse willing to share the full-time rotation the remaining nurse will be maintained in the shared position.
  4. If the Management decision is to no longer allow this position to remain as a twinning position, or if no nurse is willing to share the rotation with the remaining nurse, the posted position will be offered to the remaining nurse as full-time and will be granted to her/him if she/he wishes to change from part-time to full-time.
  5. If the remaining nurse refuses to accept the position on a full-time basis, the position may be offered as full-time to the most suitable applicant for the full-time job posting.
  6. The remaining nurse will then be offered any part-time position that is currently vacant and if none is available, she/he shall be dealt with in accordance with Article 2707.
16. **Re: Northern Residents Deductions: Travel In Designated Areas (As Defined By Revenue Canada)**

The Employer is aware of the Northern Residents Deductions: Travel in Designated Areas allowance provided by Revenue Canada and agrees to the following:

1. All parties acknowledge the Northern Residents Deductions: Travel in Designated Areas allowance is administered by Revenue Canada and is subject to any changes implemented by Revenue Canada or any ruling which Revenue Canada may imply in respect to the benefits eligible.
2. Should Revenue Canada reduce the Northern Residents Deductions: Travel in Designated Areas allowance or eliminate the Northern Residents Deductions: Travel in Designated Areas allowance, the Employer shall not be responsible for any costs to make up for the lost benefits.
3. The Employer will not incur any additional costs in implementing the Northern Residents Deductions: Travel in Designated Areas allowance.
4. Any changes to the Northern Residents Deductions: Travel in Designated Areas allowance shall be subject to review by Legal Counsel to ensure Revenue Canada tax regulations are adhered to.

MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
NOR-MAN REGIONAL HEALTH AUTHORITY  
AND  
THE MANITOBA NURSES' UNION

1. Re: Manitoba Health Premiums
2. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation
3. Re: Memo - Feasibility of Reporting on Cheque Stubs
4. Re: Part-time Nurses Currently Occupying More Than One Position Within the Sites Comprising the RHA
5. Re: Provisions for Part-time Nurses Occupying More Than One Position Within the Sites Comprising the RHA
6. Re: Shifts of Less than 7.75 Hours
7. Re: Agency Nurses
8. Re: EDSLP
9. Re: LTD Funding
10. Re: Group Benefit Plans
11. Re: Pensions [Participation in Jointly Trusteed Pension Plan (HEPP)]
12. Re: Employment Security
13. Re: F t i i , HCLA/Redeployment
14. Re: "12" Shift
15. Re: t S ing
16. Re: rth ide Deductions: Travel In : Areas (As IB Revenue Canada)

FOR THE EMPLOYER:

Wanda Reader

Janet L. Gunnerson

Dee L. Archibald

FOR THE UNION:

Jack

Harvick

Signed the 15<sup>th</sup> day of October, 1999.

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

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

Debbie Appleyard  
Pat Cockburn  
Lesley Degner

Kay Froese  
Dorothy Froman  
Jeannette Kendell

Linda Newton  
Eileen Vodden