

# ***COLLECTIVE AGREEMENT***

BETWEEN

SHARED HEALTH EMPLOYERS ORGANIZATION

AND

MANITOBA NURSES UNION

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April 1, 2017 to March 31, 2024

**THIS AGREEMENT MADE BETWEEN:**

**SHARED HEALTH EMPLOYERS ORGANIZATION**  
(hereinafter referred to as the “Employers Organization”)

**– and –**

**MANITOBA NURSES UNION**  
(hereinafter referred to as the “Union”)

WHEREAS, it is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Health Care Organization; and recognizing that some Employers are Faith based; and to maintain harmonious relationships between the Employers 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 Employers Organization and the Union have agreed to enter into a Collective Agreement containing terms and conditions of employment of the nurses as herein set forth; and

WHEREAS, the Employers Organization recognizes the responsibility to secure nurses from risks to their safety, health and welfare arising out of or in connection with the activities in their workplaces, the Employers will comply with their responsibilities in accordance with Section 2(2) of The Workplace Safety and Health Act.

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

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

**101** The Employers Organization recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in the Health Section Bargaining Unit Review Act Certificate HSBURA-0030.

## **ARTICLE 2 -- DURATION**

**201** This Collective Agreement shall be in full force and effect from the 1<sup>st</sup> day of April, 2017, up to and including the 31<sup>st</sup> day of March, 2024.

**202** Either party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new Agreement, shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of the Collective Agreement and present its proposals in writing at a meeting between the parties, within thirty (30) days

following such notice. If notice is not given as above, the Collective Agreement shall be automatically renewed without change for a further period of one (1) year.

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

## ARTICLE 3 -- DEFINITIONS

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

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

- (a) A "full-time nurse" is one who works the full prescribed hours of work specified in Article 14.
- (b) A "part-time nurse" is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14 but not less than seven and three-quarter (7.75) hours per bi-weekly period when averaged over a four (4) week period.
- (c) A "casual nurse" is one called in occasionally by the Employer to replace a full-time or part-time nurse or to supplement regular staff coverage in situations of unforeseen staff shortage.

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

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

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

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

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

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

**309** An "Operating Room Technician" shall mean a person who has graduated from a formal course in Operating Room Technology approved by the Employer.

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

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

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

**312** Site(s)" shall mean the program(s)/facility(ies) within the Employer as listed in Appendix "D" under the Site List column.

**313** "Employer" shall mean the legal entity with whom the nurse is employed as listed in Appendix "D" under the Employer List column.

**314** "Employers Organization" shall mean the party to this Agreement, being the collective total of Employers listed in Appendix "D" (Employer list column) herein established for the purpose of identifying the group of Employers party to this Collective Agreement.

## **ARTICLE 4 -- MANAGEMENT RIGHTS**

**401** The Union recognizes the right of the Employer to exercise its function of management which includes, without limiting the generality of the foregoing; the right to direct the work of its nurses; to hire, promote, demote and discipline, suspend and discharge for just cause; or to expand or contract the numbers of the work force; to assign activities, determine job content; to transfer nurses to any area within the jurisdiction of the Employer; and to determine the numbers and the classification of nurses at any designated work area; to make, modify, and enforce rules and regulations in a manner consistent with the terms of this Agreement, and to establish the standards of volume, the level and quality of work performance, and if necessary, to sub-contract work to meet the requirements of the institution.

The Employer agrees not to exercise the foregoing rights in a manner inconsistent with this Agreement.

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

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

**501** All nurses who are union members in good standing, or who may subsequently become union members in good standing shall as a condition of employment maintain union membership during the life of this Agreement. All nurses who are not union members shall not be required to become members as a condition of employment. All new nurses hired shall as a condition of employment, become union members within ninety (90) days from the date of employment and shall as a condition of employment, remain union members in good standing during the life of this Agreement.

The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. Such letter shall include any dues exemptions. The Employer shall forward such dues to the Manitoba Nurses' Union by the fifteenth (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 and all nurses on leave of absence for a period of four (4) weeks or longer. Electronic copies of the lists from each site will be provided with specifications as indicated below.

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

The Employer also agrees to deduct once annually the amount of any special general assessment made by the Union. The Union shall notify the Employer, in writing, of the

amount of the assessment at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

The Employer agrees to provide each newly hired nurse with a Union Membership Form, or provide an electronic Union Membership Form, or link to an electronic Union Membership Form as requested/determined by the Union at the time of hiring. A nurse who chooses to complete the Union Membership Form shall forward the completed Union Membership Form to the Local/Worksite President.

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

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

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

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

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

**506** The Union shall provide the Employer with a list of officers and nurse representatives of the Union, and shall provide the Employer with a revised list within four (4) weeks of any changes made. The Employer also agrees to notify the Union when there are changes to relevant management positions.

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

**508** If required in relation to the renewal of this Agreement or any new Agreement which may be negotiated as herein provided, nurse representatives or officers of the Union shall

be granted time off duty, without loss of pay, to participate in negotiations in which both the Employer and the Union are represented, subject to a maximum cost as follows:

(a) Local Negotiations:

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

This sub-paragraph (a) shall only apply in the event Local Negotiations of individual site Collective Agreements are reinstated, such that the Employers Organization structure established under the HSBURA is no longer applicable to the affected Employers/sites for the purpose of collective bargaining.

(b) In the case of "Central Table" negotiations, salaries of up to twelve (12) nurses representing participating Manitoba Nurses' Union regions/locals shall be maintained by the respective Employers.

The number of nurses from each Employers Organization shall be designated/determined by the Union.

**509** Copies of this Agreement shall be provided by the Union, and the Employer will supply a copy to each nurse at the time of hiring. The Employer agrees to obtain a completed Manitoba Nurses' Union Membership application form for all newly hired nurses.

**510** A suitable notice board or notice board space for the use of the Union will be provided by the Employer. Such notice boards shall be located in each building within the site where members of the bargaining unit are regularly employed. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request.

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

**512** A representative of the Union shall be granted not less than forty-five (45) 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.

**Applicable for Health Sciences Centre site only:**

**514** In order to facilitate the holding of ward representative meetings, the Employer agrees that ward representatives who are on duty at the time shall be allowed to attend one ward representative meeting per month of up to one hour's duration, subject to the following conditions:

- (a) the time the nurse is absent from the ward shall include the time that they would normally use for meal break
- (b) the meeting time utilized in excess of the ward representative's normal meal period shall only be granted if it is not detrimental to patient care as determined by the Manager or nurse in charge of the ward.

## **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 parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of the Human Rights Code of Manitoba.

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

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

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

**7A02** In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of

health and safety in the workplace and will provide safety and personal protective equipment where required and install safety devices where necessary.

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

On an annual basis the Workplace Safety and Health Committee will be provided with and will review the Critical Incident Stress Management policy, security/response plans and all other applicable policies and regulations.

The Employer will make available where it exists, support through the Critical Incident Stress Management (CISM) team, or where there is no CISM team, appropriate Critical Incident support, to a nurse affected by a Critical Incident, an incident or circumstances that are deemed by the nurse to be outside the normal experience of their duties/workplace, and/or upon request of the nurse, or the manager on behalf of the nurse.

The Employer will communicate to members the option to activate CISM as well as provide information as to the nature of the support provided by the CISM teams.

**7A04** The Employer and the Union agree that no form of abuse of nurses will be condoned in the workplace. Both parties will work together in recognizing, facilitating the reporting of alleged abuse and resolving such problems as they arise.

Any nurse who believes a situation may become or has become abusive shall report this to the immediate supervisor. The Employer shall notify the Union ninety-six (96) hours after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

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

Any workplace injury or harmful exposure suffered by a nurse shall be reported to the Union no later than 96 hours after the report/notification is made to the Employer. Such report to the Union will include the name of the affected nurse and a brief description as to the mechanism of injury/exposure, subject to the restrictions and requirements of PHIA.

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

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

**7A06      Rehabilitation and Return to Work Program** - The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled nurses even when they are not covered under the D & R, WCB or MPI programs. Any such nurse will be supernumerary in nature when reasonably possible. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the initial meeting with the nurse to review the provisions of the program to ensure that the work designated is within their restrictions and limitations. If required, the Employer shall schedule subsequent (progress) review(s) with the Union and the nurse and may proceed without the Union's involvement subject to the Union's concurrence. Where appropriate, by agreement between the Employer and the Union, job postings may be waived.

**Not Applicable at non-transferred sites**

Nurses may be placed in a rehabilitation program within a fifty (50) kilometre radius of the originating site unless a greater distance is mutually agreed between the Employer and the nurse.

**7A07      Whistle Blowing Protection** - Nurses who exercise their rights in accordance with the Public Interest Disclosure Act shall not be subject to discipline or reprisal.

**7A08** Basic pay or equivalent time off with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Workplace Safety and Health Committee or to perform such other duties as may be specified in the Workplace Safety and Health Act or prescribed by regulation.

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

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

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

## ARTICLE 7B -- REPRESENTATIVE WORKFORCE

**7B01** Health services across Manitoba are provided in facilities located on the original lands of First Nations and Inuit peoples, and on the homeland of the Métis Nation. Manitoba's health authorities respect that First Nations treaties were made on these territories and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.

**7B02** The Union and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis, and Inuit ("Indigenous") peoples who are significantly underrepresented in the health workforce. Additional actions are needed to promote and facilitate employment of Indigenous persons in health care occupations at all levels. The parties shall work collaboratively to:

- (a) Develop strategic initiatives and programs that:
  - Foster mutual respect, trust, equity, open communication, and understanding;
  - Focus on recruiting, training, and career development of Indigenous staff;
  - Identify workplace barriers that may be discouraging or preventing Indigenous staff from entering and remaining in the workforce;
  - Foster reconciliation in race and cultural relations;
  - Promote the elimination of anti-Indigenous racism in the healthcare system.
- (b) Promote and publicize initiatives undertaken to encourage, facilitate, and support the development of a representative workforce.

**7B03** The Employer will implement educational opportunities for all employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation sessions for new employees to promote cultural awareness with emphasis on Indigenous peoples. Anti-racism education will be offered. The Union will encourage participation in such efforts amongst its members.

### **7B04 Truth and Reconciliation**

The parties agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada, June 2015 that are relevant to health and healthcare, including improving cultural competencies, improving health outcomes, supporting culturally appropriate healthcare services, and increasing the number of Indigenous employees in the health care system.

## ARTICLE 8 -- TECHNOLOGICAL CHANGE

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

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

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

**802 Applicable for SH (direct operations):**

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

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

**Applicable for all non-transferred sites:**

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

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

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

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

**901** Should the Employer find it necessary in the interest of patient/client 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 affecting reasonable provisions to protect the interests of the nurse(s) so affected.

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

### **1001** Emergency

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

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

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

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

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

### **1002** Drills

- (a) 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.

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

## **ARTICLE 11 -- JOINT COMMITTEES**

### **1101 Release Time**

- (a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Union Management Committee, Nursing Advisory Committee and any other worksite, regional, or provincial joint committee to which the Union is required or requested by the Employer to appoint representatives.
- (b) All reasonable efforts will be made to relieve a nurse who is appointed to attend meetings of the Union Management Committee, Nursing Advisory Committee, NRRF Committee or any other worksite, regional, or provincial joint committee to which the Union is required or requested by the Employer to appoint representatives, without loss of salary or benefits. This clause is applicable when the meeting(s) occurs during hours the nurse is otherwise scheduled to work.

### **1102 Union Management Committee**

- (a) The Employer and the Union agree to establish and maintain a Union Management Committee at each site comprising the Employers Organization, 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 and shall include the President and/or Vice-President of the Local/Worksite. 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 mutually agreed. Other persons may be invited to participate as mutually 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.

- (b) In addition, the Employer and the Union agree to establish and maintain a Union Management Committee for the Employers Organization consisting of one (1) nurse from each site in the agreed upon groupings 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 their vehicle to travel to attend meetings of this committee at a location other than their work site/office, they shall be reimbursed by the Employer in accordance with the prevailing Province of Manitoba mileage rates. It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.

### **Employers Organization (EO) Union Management Pilot Project**

Within sixty (60) days of ratification the following Pilot Project shall commence.

The Union agrees to the following committee structure:

- SHEO – three (3) committees\* (HSC, Mental Health, Provincial Programs)  
*\*With the ability to add additional committees as Shared Health increases jurisdiction over various areas.*

1. The Union and Employer agree to meet to discuss an appropriate structure for the Union Management Meetings for the Shared Health Employers Organization. The committee will be comprised of equal representation from

the Employer and Union. Upon agreement of a new structure the following will apply:

- (a) Individual sites may opt out of the committee groupings.
  - (b) The Employer will pay mileage for all site representatives to attend six (6) committee meetings per fiscal year.
  - (c) Eighteen (18) months after ratification the Union and the PHLRS shall reconvene for three purposes:
    - i. to assess the relative strengths and weaknesses of the Pilot Project and determine whether or not to continue;
    - ii. to determine if the Union Management model could be applied to NAC's and if so, to negotiate an implementation plan;
    - iii. to review any requests for sites wishing to opt out of the Pilot Project.
  - (d) If a site specific issue or concern arises, either party may request a site Union Management meeting. Such meeting will take place within five (5) days of the request.
2. The Employer will allow participation without loss of salary and benefits for Union appointees (for nurses) and will compensate Union appointees as per regular pay and benefits for all time engaged in committee activities.
  3. The Collective Agreement language will stand. The committee will not have the authority to modify the Collective Agreement; however, will be able to make recommendations to the respective parties bargaining committee for the subsequent round of bargaining.

### **1103      Nursing Advisory Committee**

#### **(1) Purpose of the Committee**

- (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 including documented Workload Staffing Reports.
  - (ii) Provide a forum for discussion and make recommendations on issues relative to nursing professional practice such as nursing standards, nursing functions, physical planning and layout of facilities as they relate to nursing and other matters of concern.
- (b) The parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective patient/resident/client care and contributes to a healthy work environment.

- (c) It is further agreed it is in the best interests of the Employer, the facilities/sites/programs 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, agency nurse utilization and the use of part time additional shifts and casual shifts as it relates to the creation of permanent positions.
- (d) It is further agreed that to facilitate the effective functioning of the NAC, the NAC as a committee may request and obtain data related to use of additional and/or casual shifts, overtime hours, and vacancies, as well as Agency Nurse utilization with a view to making recommendations relative to the creation of positions and service delivery strategies to ensure the highest quality of patient/client/resident care and compliance with professional nursing standards.
  - (i) *As part of the data related to Agency Nurse Utilization, a standing NAC agenda item will be maintained to discuss the Agency Report that is provided to MNU Central on a quarterly basis in accordance with MOU #5.*
- (e) The parties further agree that the cost of producing the Workload Staffing Reports will be shared equally.
- (f) Any information shared with NAC cannot be used or shared by NAC members for any purpose other than that set out in this Article.

(2) Committee Representation and Meeting Processes

- (a) The NAC shall be comprised of at least two (2)\* and up to three (3)\*\* nurses appointed by the Union and senior nursing management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.

\*Two (2) at those facilities which have less than three (3) out of scope senior nursing managers.

\*\*Four (4) for those facilities exceeding 400 beds.

- (b) The NAC shall meet at the request of either party subject to five (5) days notice being given but not less than bi-monthly unless otherwise mutually agreed.
- (c) The chair and the secretary of the NAC shall alternate between the parties. The secretary shall be the opposite party to the chair.

- (d) 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.
- (e) Minutes of the NAC meetings shall be circulated to members of the committee and shall be approved at the next NAC meeting.
- (f) A regular report outlining the activities and deliberations of the NAC including the number, type and disposition of issues dealt with by the NAC shall be forwarded to the facility's/Regional Health Authority's Board of Directors (Board).
- (g) 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 1 (a) (i) above.

(3) Nursing Advisory Committee Procedures

- (a) A nurse(s) with a concern as referenced in 1 (a) (i) above shall discuss the matter at the ward/unit/program level utilizing established lines of communication including the designated out of scope manager with the objective of resolving the concern. If the matter is not resolved to the satisfaction of the nurse(s), the nurse(s) may complete and submit a Workload Staffing Report. The Manager shall provide a written response as soon as is reasonably possible and no later than fourteen (14) days after the form has been submitted to management. The response will outline the action(s) taken and any further actions to be implemented. The Workload Staffing Report will then be reviewed at the next scheduled Nursing Advisory Committee meeting.
- (b) Those issues referenced in 1 (a) (ii) above may be placed on the agenda at any time by any NAC member.
- (c) If the decision of the NAC regarding an issue referenced in 1 (a) (i) or 1 (a) (ii) above is unacceptable to the nurse(s) who submitted the issues, or if the NAC is unable to resolve the issues in 1 (a) (i) or 1 (a) (ii), the matter shall be referred in writing to the facility Administrator/Executive Management Committee/regional senior nursing manager/senior nursing officer. Upon the request of either party, a meeting will be scheduled as soon as reasonably possible, but no later than fourteen (14) days.
- (d) The response of the Administrator/Executive Management Committee/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.

- (e) Where, in the opinion of the nurse(s) who submitted the issue, the response from the Administrator/Executive Management Committee/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.

**1104****Independent Assessment Committee**

- (a) 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 Provincial Health Labour Relations Services (PHLRS) 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 Provincial Health Labour Relations Services (PHLRS) and the list of Chairpersons shall be amended accordingly.
  - (v) Appointments to the IAC shall be confirmed within twenty-one (21) calendar days of the referral.
- (b) A meeting of the IAC to investigate and make recommendations shall be held within thirty (30) calendar days of the IAC's appointment unless a longer time frame is otherwise mutually agreed between the Employer and the Union. Such recommendations shall be provided in writing to the nurse(s), the NAC and the Administrator/Executive Management Committee/regional senior nursing manager/senior nursing officer within a further fourteen (14) calendar days. The Employer shall convene a meeting of Employer representatives, the Union and representative(s) selected by, and from amongst, the nurses who referred the matter/issues to the NAC, subsequent to the receipt of the report, to review and discuss potential

implementation of the recommendations.

- (c) Each party shall bear the cost of its own appointee to the IAC and shall jointly bear the cost of the Chairperson.
- (d) Nurses required to attend IAC meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2409.
- (e) Nurses who are nominees to an IAC shall be granted leave of absence in accordance with Article 2409.
- (f) A regular report outlining the activities and deliberations of the IAC including the number, type and disposition of issues dealt with by the IAC shall be forwarded to the facility's/Regional Health Authority's Board of Directors (Board).
- (g) 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 1 (a) (i) above.

#### **1105 Employers Organization Nursing Advisory Committee**

##### **(1) Purpose of the Committee**

- (a) The parties agree that an Employers Organization Nursing Advisory Committee (EO NAC) shall be established for the WCHREO and SHEO and the facilities/sites/programs affiliated therein to address issues outlined in Article 1103 above, which have Regional impact as well as the following. The EO NACs participants will be as follows:

#### ***NURSING ADVISORY COMMITTEE (NAC) PARTICIPANTS COMMUNITY CARE***

*Public Health Nurses Worksite 1*  
*Home Care Nurses Worksite 97*  
*Breast Health Centre Nurses Worksite 132*  
*Clinical Nurse Specialists Worksite 134*  
*Nurse Practitioners/RNEP Worksite 141*  
*Primary Care Nurses Worksite 142*  
*Klinik*  
*Mount Carmel Clinic*  
*Nine Circles Community Health Centre*  
*Nor'West Co-op Community Health Centre*  
*Women's Health Clinic*  
*Manitoba Adolescent Treatment Centre \**  
*Rehabilitation Centre for Children Local 58\**

*Crisis Response Services*

***NURSING ADVISORY COMMITTEE (NAC) PARTICIPANTS ACUTE CARE***

*Health Sciences Centre Local Worksite 10*

*St. Boniface Nurses Local 5*

*Concordia Nurses Local 27*

*Misericordia Nurses Local 2*

*Grace Nurses Worksite-41*

*Victoria Nurses Worksite-3*

*Seven Oaks Nurses Local 72*

*Pan Am Nurses Worksite 135*

*Regional Programs Nurses Worksite 153*

*Riverview Health Centre Nurses Local 1a*

- (b) 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.
- (c) It is further agreed it is in the best interests of the Employers Organization, the facilities/sites/programs 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.
- (d) It is further agreed that the Employers Organization 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.
- (e) It is agreed this structure shall not preclude issues as noted above being brought forward and/or resolved at the facility/site/program NAC in accordance with the provisions of Article 1103.

(2) **EO NAC Committee Representation and Meeting Processes**

- (a) The Employers Organization NAC shall be comprised of (1) one nurse from each facility/site/program appointed by the Union, and senior nursing management representatives from the facilities/sites 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.
- (b) Where a nurse is required to use their vehicle to travel to attend meetings of this committee at a location other than their work site, they shall be reimbursed by the Employer in accordance with the prevailing Province of Manitoba mileage rates. It is understood that any adjustments in the mileage rates shall

be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.

- (c) The Employers Organization NAC shall meet at the request of either party subject to five (5) days notice being given but not less than bi-monthly unless otherwise mutually agreed.
- (d) The chair and the secretary of the Employers Organization 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 Employers Organization NAC meetings shall be circulated to members of the committee and shall be approved at the next Employers Organization NAC meeting.

(3) EO NAC Procedures

- (a) 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 Employers Organization NAC
  - (i) If such issue is determined to be of regional impact it will be placed on the agenda of the Employers Organization NAC. If not, it shall be referred to the appropriate facility/site/program NAC.
- (b) If the decision of the Employers Organization NAC regarding an issue referenced above is unacceptable to the nurse(s) who submitted the issue, or if the EO NAC is unable to resolve the issue, the matter shall be referred in writing to the regional senior nursing manager/senior nursing officer. Upon the request of either party, a meeting will be scheduled as soon as reasonably possible.
- (c) The response of the EO Executive Management Committee shall be provided in writing to the nurse(s) and the EO NAC within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (d) Where in the opinion of the nurse who submitted the issue to the Employers Organization NAC, the response from the EO 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.

**1106 Employers Organization (EO) Independent Assessment Committee (IAC)**

- (a) The IAC shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3rd) nurse shall chair the IAC and shall be selected in the following manner:
  - (i) A list of IAC Chairpersons as agreed between the parties shall be appended to this Collective Agreement.
  - (ii) When a Chairperson is required, the Provincial Health Labour Relations Services (PHLRS) 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 Provincial Health Labour Relations Services (PHLRS) and the list of Chairpersons shall be amended accordingly.
  - (v) Appointments to the IAC shall be confirmed within twenty-one (21) calendar days of the referral.
- (b) A meeting of the IAC to investigate and make recommendations shall be held within thirty (30) calendar days of the IAC's appointment unless a longer time frame is otherwise mutually agreed between the Employer and the Union. Such recommendations shall be provided in writing to the nurse(s), the EO NAC and the senior nursing manager/senior nursing officer within a further fourteen (14) calendar days. The Employer shall convene a meeting of Employer representatives, the Union and representative(s) selected by, and from amongst, the nurses who referred the matter/issues to the EO NAC, subsequent to the receipt of the report, to review and discuss potential implementation of the recommendations.
- (c) Each party shall bear the cost of its own appointee to the IAC and shall jointly bear the cost of the Chairperson.
- (d) Nurses required to attend IAC meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2409.

- (e) Nurses who are nominees to an IAC shall be granted leave of absence in accordance with Article 2409.
- (f) A regular report outlining the activities and deliberations of the EO IAC including the number, type and disposition of issues dealt with by the EO IAC shall be forwarded to the Regional Health Authority's Board of Directors (Board).
- (g) The EO NAC shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the EO NAC report. The EO 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.

#### **1107 Patient Care Optimization Committee**

WHEREAS it is the desire of the Employers Organizations to ensure that quality health care services are delivered to Manitobans through a system which is, to the fullest extent possible, sustainable, accessible, cost-effective, efficient and effective;

AND WHEREAS Nurses are an integral part of the delivery of health care services in facilities, programs and communities throughout the province, and have a shared commitment and responsibility for the provision of appropriate, quality health care to Manitobans;

AND WHEREAS the Employers Organizations are responsible for the provision of health care services and programs for Manitobans, and as such desire to attract and retain nurses to work as part of the delivery of those services;

AND WHEREAS the parties recognize that it is in the best interest of the health care delivery system to have all parties working together towards these mutual goals, and the parties wish to work towards the achievement of these goals through collaborative initiatives to optimize patient care;

1. The Employers Organizations through the Provincial Health Labour Relations Services (PHLRS), and the Union, agree to establish the Patient Care Optimization Committee, which shall have a dual purpose:

- (a) to make recommendations to the Deputy Minister of Health regarding the identification, development and implementation of system delivery changes that are intended to improve the effectiveness and efficiency of health care service delivery in Manitoba; and
- (b) to administer and distribute the Patient Care Optimization Allocation, described below, which shall be used to support the following objectives:

- i) to improve recruitment and retention of nurses where staffing priorities and needs are identified; and
- ii) to incentivize training or education with respect to identified areas of need in the health care system.

2. The Patient Care Optimization Committee (“Committee”) shall be established as follows:

- a) the Committee shall be comprised of equal representation from the Union and Employer representatives through the PHLRS, to a maximum of five (5) representatives each, unless expanded by agreement of the Committee. MNU appointees shall be permitted to participate in Committee functions without loss of salary and or benefits;
- b) each of the Union and PHLRS shall nominate an appointee to serve as Committee co-chair;
- c) the Committee shall develop Terms of Reference and ensure processes are in place to appropriately authorize distribution of the allocated funds.
- d) the Committee shall meet three (3) times per year at minimum, or more frequently as required upon agreement of the Committee. PHLRS shall provide all necessary administrative resources required by the Committee to carry out its functions and mandate;
- e) the Committee shall make recommendations to the Deputy Minister of Health that will include but are not limited to:
  - 1. improving scheduling practices to reduce the use of overtime and agency nurses;
  - 2. creating a balance of full-time and part-time positions;
  - 3. improving the quality of work-life balance through the implementation of the group self-scheduling guidelines;
  - 4. improving weekend staffing resources through broader implementation of the weekend worker;
  - 5. focusing on safe practices and the reduction of WCB injuries; and
  - 6. ensuring the skill sets of specialty nurses are used to maximum effect in the delivery of quality health services.

The parties agree to commit the necessary resources and expertise to this work.

- f) the Committee will be provided an allocation of \$4 million per year and shall be responsible to determine how these funds are to be disbursed to improve recruitment and retention of nurses where staffing priorities and needs are

identified; and to incentivize training or education with respect to identified areas of need in the health care system;

- g) the Committee shall make all decisions about the disbursement of the allocated funds by mutual agreement, failing which either party shall have the right to refer any dispute to an arbitrator, who shall be empowered to determine any dispute about how the allocated funds shall be disbursed in accordance with principles as defined in this Article.

3. The allocated funds shall be fully disbursed each year, or any portion thereof may be carried over to the next year by mutual agreement or order of the Arbitrator.

4. For clarity, to the extent the allocated funds are to be used to incentivize training/education in identified areas of need for recruitment or retention of nurses, the funds shall not be utilized to replace funding the Employer Organizations provide under Article 2407 for education/training/certification, nor for other necessary instruction deemed mandatory for nurses engaged in a specific role/function/assignment or duty.

## **ARTICLE 12 -- GRIEVANCE PROCEDURE**

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

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

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

**1204** A nurse or Union representative shall request permission from their immediate supervisor to leave their duties in order to process grievances; they shall report to their immediate supervisor upon their return; they shall be granted this permission when, in the opinion of their immediate supervisor, it will not prejudice care or student education or require any staff replacement in either area. They shall not suffer loss of salary when engaged in such activities during regular working hours.

**1205** Discussion Stage:

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

**1206** Step One:

If the grievance is not resolved within the time period specified in Article 1205 above, the grievor and/or Union representative may, within a further ten (10) days submit the grievance in writing to the Human Resources Consultant or equivalent. The Human Resources Consultant 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.

The Employer agrees to notify the Union in writing when there are changes in personnel in these positions.

**1207** Step Two:

If the grievance remains unresolved, the Union may, within a further ten (10) days, submit the grievance in writing to the appropriate Human Resources Director or designate, who shall reply in writing within ten (10) days of receipt of the written grievance.

The Employer agrees to notify the Union in writing when there are changes in personnel in these positions.

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

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

## **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 appropriate Human Resources Director, or designate, the matter may then be referred to arbitration as hereinafter set forth.

**1302** A referral for arbitration shall be made in writing by either party, addressed to the other party to this Agreement, within the time defined in Article 1301. The referral for

arbitration shall contain the names of three (3) proposed sole Arbitrators. The other party shall, within ten (10) days of the receipt of such notice, notify the party who referred the matter to arbitration of the acceptance of one of the Arbitrators named or propose others. Where the parties are unable to agree on the choice of a single Arbitrator, the party who referred the matter to arbitration may make application to the Manitoba Labour Board to select an Arbitrator, or proceed as outlined in Article 1303.

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

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

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

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

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

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

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

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

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

**1311** Nothing in this Collective Agreement shall preclude a nurse or the Union 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.

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

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

**1401** *Prior to April 1, 2022 – Refer to MOU #35 Re: Hours of Work*

**Effective April 1, 2022:**

Regular daily, biweekly, and annual hours of work for full-time nurses, excluding meal periods, shall consist of seven and three-quarter (7.75) hours per day, seventy-seven and one-half (77.50) hours biweekly when averaged over the rotation period and two thousand and fifteen (2015) hours per year.

**1402** *Prior to April 1, 2022 – Refer to MOU #35 Re: Hours of Work*

**Effective April 1, 2022:**

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

**1403** This article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement in accordance with the agreed upon letter of understanding between a majority of nurses in a work unit and the Employer. The Employer agrees to notify the Union in writing prior to the implementation of a modified shift in any ward or unit.

**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 length if mutually agreed between a majority of nurses whose schedule is affected, the Union

representing those nurses whose schedule is affected, and the Employer. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

**Applicable for Health Sciences Centre and CancerCare Manitoba sites only:**

A shift shall be seven and three-quarter (7.75) consecutive hours of work exclusive of meal times and inclusive of two (2) twenty (20) minute rest periods. This clause shall not, however, prevent trial and implementation of changes in shift length if mutually agreed between a majority of nurses whose schedule is affected, the Union representing those nurses whose schedule is affected, and the Employer. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

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

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

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

## **ARTICLE 15 -- SHIFT SCHEDULES**

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

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

Employer. Requests for interchanges shall be granted if reasonably possible, including considering the length of notice provided by the nurse and shall receive a prompt reply.

**1503** Night shift shall be considered as the first shift of each calendar day.

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

The process for meaningful consultation shall include:

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

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

- (a) A minimum of fifteen (15) hours off between assigned shifts.
- (b)
  - (i) a minimum of forty-seven (47) hours off at one time, or
  - (ii) where only “8” hour shifts are worked, a single weekday off may be permitted on a changeover from Day shift to Evening shift or in a staffing pattern that provides alternate weekends off. This is subject to meaningful consultation between the nurses affected and the Union.
- (c) A minimum of eight (8) days off within each period of four (4) consecutive weeks.
- (d) **Applicable for Health Sciences Centre and CancerCare Manitoba sites only:**  
 Alternate weekends off shall be granted as often as reasonably possible with each nurse receiving a minimum of every third (3<sup>rd</sup>) weekend off, however, overtime rates of pay shall apply to weekend hours worked on the third (3<sup>rd</sup>) and any subsequent consecutive weekends unless otherwise mutually agreed between the nurse concerned and the Employer.

**Applicable for Eden Mental Health Centre (Winkler), Breast Health Centre, Diagnostic Services, Provincial Float Pool and MAID Services sites only:**

Alternate weekends off shall be granted as often as reasonably possible, with each nurse receiving a minimum of every third weekend off.

**Applicable for Rehabilitation Centre for Children site only:**

Alternate weekends off shall be granted.

**Applicable for Manitoba Adolescent Treatment Centre site only:**

Full-time employees hired after January 1, 1994 shall have a minimum of every second weekend off. Weekends being defined as Saturday and Sunday. Should such full-time employees be required to work weekends as defined, consideration shall be given to classification and gender balance, then employees shall be assigned such weekends in reverse order of seniority.

**Applicable for Crisis Response Services site only:**

See MOU re: Weekend Work former MGEU Local 220 (to be referred to Standardization Committee)

- (e) A maximum of seven (7) consecutive days of work and preferably less between days off. It is understood that eight (8) consecutive days of work may be assigned for the purpose of meeting the requirements of Articles 2204 and 2208 inclusive herein.

**Applicable at Health Sciences Centre site only:**

Not more than seven (7) consecutive working days.

- (f) Nurses who are required to rotate shifts being assigned to work either Day shift and Evening shift, or Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern, whenever reasonably possible. This provision is not applicable to a nurse who agrees to work permanently on Evenings or Nights, or a nurse who accepts a position which has been posted as a permanent Night or Evening position.

**Applicable at Health Sciences Centre and CancerCare Manitoba sites only:**

The Employer will make every effort to ensure that no nurse will be required to work more than fifty percent (50%) of their shift on Evenings or Nights, calculated three (3) times per year. The Union acknowledges that the Employer may not in all instances be able to comply with this provision and agrees that when compliance is not possible, the number of shifts may be increased, subject to a double payment of the shift premium being applicable to the shifts worked in excess of fifty-two percent (52%). This provision does not apply to nurses who have agreed to work permanent Evenings and/or

Nights or who have accepted a position which has been bulletined as having a non-conforming shift pattern.

Nurses who are required to rotate shifts shall be assigned to work either Day shift and Evening shift, or Day shift and Night shift, unless otherwise agreed.

- (g) A nurse will receive consideration in scheduling to allow the nurse to pursue academic course(s) to further their education. Whenever reasonably possible, subject to patient/resident/client care requirements, the granting shall be based on the following:

- (i) the nurse submits their written request at least eight (8) weeks prior to commencing the academic course(s), and
- (ii) another nurse(s) on the unit is (are) prepared to interchange their 'normally' scheduled shifts for the 'normally' scheduled shifts of the nurse attending the academic course(s), as agreed in writing,
- (iii) upon completion of the academic course(s) each nurse shall revert to their former rotation pattern.

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

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

### **1505 Group Self-Scheduling**

- A. The following conditions and understandings apply to Group Self-Scheduling:

1. The procedure to be followed for Group Self-Scheduling shall be as follows:
  - (a) A meeting of all nurses on the unit/worksites/program who wish to participate in Group Self-Scheduling and the Employer (as designated) will be held to discuss tentative unit/worksites/program specific Group Self-Scheduling guidelines, the Master Rotation, the Group Self Schedule and proposed date of commencement of the initial test period. A letter will be forwarded to the Local/Worksite President to inform them of the proposed changes.
  - (b) The length of the initial trial period for Group Self-Scheduling shall be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.

- (c) Six (6) weeks prior to the completion of the initial trial period, a meeting of all participating nurses on the unit/worksite/program and the Employer will be held to evaluate Group Self-Scheduling.
- 2. Upon mutual agreement between the Employer and the Union the Group Self Schedule shall continue for a minimum duration of an additional six months. The Employer shall not unreasonably withhold its agreement. In the event the parties are not able to agree the Collective Agreement provision on Hours of Work, Article 14 shall apply.

The Group Self-Schedule may be cancelled at the end of any six (6) month period by either the Employer or the Union by giving written notice of at least six (6) weeks to the other party of its desire to terminate the agreement. The notice shall coincide with the effective date of the implementation of the existing/new master rotation for the unit/worksite/program. This date must commence with the beginning of a new pay period.
- 3. Group Self-Scheduling shall not result in any additional costs to the Employer
- 4. All full-time and part-time nurses on a unit/worksite/program may participate in Group Self- Scheduling.
- 5. Terms and conditions of the Collective Agreement, Appendices and Supplementary Memorandums of Understanding shall remain in full force and effect.
- 6. Unit/worksite/program specific guidelines for Group Self-Scheduling shall be established/revised for each unit/worksite/program in consultation with, and agreement by, the Union. All self-scheduling groups shall follow the attached general guidelines and are subject to approval by both the Union and the Employer. The provisions of the Collective Agreement including hours of work, shift schedules and overtime shall be adhered to.
- 7. The Master Rotation must be in place for each unit/worksite/program in accordance with the provisions of Article 1504 of the MNU Collective Agreement. It is understood that any nurse(s) who requests to be scheduled in accordance with their line on the Master Rotation shall be permitted to do so. All nurses hired into a position(s) on the unit/worksite/program shall be provided with the option of following the Master Rotation or Group Self-Schedule, however, the nurse(s) shall complete the Group Self-Schedule for the remainder of the posted shift schedule.
- 8. A nurse who is participating in Group Self-Scheduling has the option of reverting to being assigned their shift schedule in accordance with their line

on the Master Rotation and a nurse who has a Master Rotation has the option of participating in a self-scheduling group. The nurse must advise their out-of-scope manager/designate in writing of this request two (2) weeks prior to the next round of shift selection. This scheduling preference, Master Rotation or Group Self-Scheduling, must be worked for a minimum of six (6) months before making another change.

9. It is understood that this Article shall apply to any nurse or group of nurses whether or not they have a master rotation.

## **B. GROUP SELF-SCHEDULING GUIDELINES**

The key to success is co-operation. We must also remember to be fair, responsible and keep an open mind. The Group Self-Scheduling process will benefit each one of us by allowing more freedom of choice. At the same time we must keep in mind that first and foremost the unit/worksite/program must be staffed properly.

### **General Information**

1. The unit/worksite/program specific Group Self-Scheduling guidelines must follow the provisions of the Collective Agreement.
2. Group Self-Scheduling is a process whereby a group of two (2) or more nurses on the same unit/worksite/program agree to work together and take responsibility for coordinating and selecting their scheduled shifts within the combined master rotation schedules of the group over the scheduling period. Each nurse must meet their current EFT requirement and the additional requirements contained herein.
3. The out-of-scope Manager/designate has the responsibility of overseeing the process and has final authority in resolving issues. However such authority is to be exercised reasonably and in accordance with the principles described herein.
4. To form a self-scheduling group, nurses must be of equal competency and skill sets. Where necessary, consideration must also be given to ensuring that there are nurses who are able to take charge/special skill assignments (e.g. triage, LDRP, OR, clinic etc.) based on the Employer Master Rotation requirements.
5. Group Self-Scheduling meetings shall be held at least once a year so that there is a forum for all participating nurses to voice concerns or make suggestions for change. Attendance is voluntary and all nurses on the unit/worksite/program shall be invited.

6. The guidelines below are generic and are used on all units/worksites/programs that practice Group Self-Scheduling.

### C. **GUIDELINES**

1. The Employer established Master Rotation will be used as the basis for each nurse within the Group Self-Scheduling unit/worksite/program.
2. Nurses within the self-scheduling group are not allowed to schedule themselves in a way that would incur any overtime costs, unless pre-approved by their out of scope Manager/ designate.
3. Each nurse must work a minimum of one (1) shift within each pay period
4. Shifts can be interchanged once selections are completed, however all nurses may be recommended to work a minimum of four (4) week day shifts in a six (6) week period in order to maintain adequate experience and for evaluation purposes.
5. The self-scheduling group must comply with the provisions of the Collective Agreement and meet the deadlines of these guidelines and the current posting practices.
6. EFT requirements will be averaged over the six (6), three (3) or two (2) consecutive bi-weekly periods in the shift schedule pattern as applicable, or where it exists.
7. The out of scope Manager/designate will receive the proposed schedule of the self-scheduling group no later than two (2) weeks prior to the required posting date for the schedule period. The out of scope Manager/designate must approve the proposed schedule prior to it being posted as part of the unit/worksite/program posted schedule. Such approval is not to be unreasonably denied. If approval is denied, the Employer will notify the Union in writing as soon as practicable, such notification to include the reasons for denial.
8. Vacation scheduling will be done in accordance with Article 21.
9. All changes to the self-scheduling group schedule must be confirmed with the out of scope Manager/designate in accordance with Article 1502.

## **ARTICLE 16 -- OVERTIME**

**1601** Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern in effect

on each nursing unit for full-time nurses or the normal full-time hours in two (2) consecutive bi-weekly periods for part-time nurses. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1602.

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

**1602** Effective October 14, 2021, each nurse shall be paid at the rate of two (2) times their basic salary for all hours of authorized overtime in any one (1) day. A full-time nurse shall receive two (2) times their basic salary for all overtime worked on a scheduled day off. However, notwithstanding Article 1601 above, all overtime worked on a Recognized Holiday shall be paid at two and one-half (2.50) times their basic salary.

**1603** Notwithstanding Articles 1601 and 1602 above, where a nurse works two consecutive shifts, the nurse shall be paid the full hours for both shifts and shall not be required to work an additional fifteen (15) minutes. They shall receive pay at the rate of double their basic salary for the additional shift, except when the additional shift is worked on a Recognized Holiday, they shall receive pay at the rate of two and one-half (2.50) times their basic salary for the additional shift.

**1604** At the nurse's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the nurse's request, any banked overtime, or portion thereof, shall be paid out on a separate cheque without a surcharge on the dates designated by the Employer. At the nurse's request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. Overtime may be accumulated to a maximum of seventy-seven and one-half (77.50) hours at any one time. Any overtime in excess of seventy-seven and one-half (77.50) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March thirty-first (31<sup>st</sup>) of each fiscal year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the nurse in the last pay period of the fiscal year on a separate cheque without a surcharge.

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

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

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

**1607**

***Applicable for all non-transferred sites and the sites within SH (direct operations)***

Overtime shall be distributed as equitably as possible, within the posted shift schedule, amongst those nurses qualified for the work in accordance with Article 1601. Preference for such overtime shall be awarded in order by unit, program and then site.

- (i) "Home Unit" – full-time nurses or part-time nurses who are at full-time hours and/or eligible for overtime (equitable distribution) – once offered to full-time and part-time nurses, shifts can be offered to casuals nurses who are at full-time hours and/or eligible for overtime;
- (ii) "Home Program" – full-time nurses or part-time nurses who are at full-time hours and/or eligible for overtime – once offered to full-time and part-time nurses, shifts can be offered to casuals nurses who are at full-time hours and/or eligible for overtime;
- (iii) "External to Program" – full-time nurses or part-time nurses who are at full-time hours and/or eligible for overtime – once offered to full-time and part-time nurses, shifts can be offered to casuals nurses who are at full-time hours and/or eligible for overtime;

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

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

**1609** A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular shift shall receive a meal voucher for the facility cafeteria to cover the cost of a meal of up to of eight dollars (\$8.00) [ten dollars (\$10.00) effective October 14, 2021], or if this is not possible, a meal allowance of eight dollars (\$8.00) [ten dollars (\$10.00) effective October 14, 2021] shall be provided.

**1610** A nurse who is required to remain on the nursing unit during a meal period or who is required to return to their unit during a meal period, and the missed portion of

the meal period is not rescheduled during their shift, shall receive at overtime rates for the missed meal period or portion thereof.

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

### **1701**

- (a) An evening shift premium of one dollar and seventy-five cents (\$1.75) [two dollars (\$2.00) effective October 14, 2021] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and the next succeeding 2400 hours.
- (b) A night shift premium of two dollars and fifty cents (\$2.50) [three dollars and fifty cents (\$3.50) effective October 14, 2021] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

**1702** The Evening shift premium shall also be applicable to each hour worked after 1600 hours on a "modified" Day or Evening shift during which at least two (2) hours are worked between 1600 hours and the termination of the shift.

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

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

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

**1705** Shift premium shall not be payable when a nurse is on standby, leave of absence, sick time, Recognized Holiday, paid vacation and Workers' Compensation unless the nurse works a permanent evening or night shift.

## **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. Callback shall be limited to the unit(s) for which the nurse is on standby. Standby shall be assigned and scheduled in accordance with the provisions of Article 1501 whenever reasonably possible.

**1802** Nurses required to be on standby shall receive two (2) hours basic pay per eight (8) hour shift or portion thereof.

**1803** A nurse actually called back to work when they are on standby shall be paid for hours worked at the overtime rates, or may, at the nurse's request, be granted time off which is 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 their next shift. In such cases the nurse shall be paid at the overtime rate from the time the nurse started work to the beginning of their shift.

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

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

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

**1807** Whenever reasonably possible, a pager (or alternate) shall be provided by the Employer to nurses during any period of assigned standby.

**1808 Telephone Consultation(s):**

When a nurse is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:

- (a) A nurse who is placed on standby shall, in addition to standby premium, be paid at the applicable overtime rates for all time spent on any telephone calls received. In any event the nurse shall be guaranteed a minimum of fifteen (15) minutes compensation at the aforementioned rate per call. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15) minute interval.
- (b) A nurse designated by the Employer but not on standby shall be paid at the applicable overtime rates for all time spent on any telephone calls received. In any event the nurse shall be guaranteed a minimum of fifteen (15) minutes compensation at the aforementioned rate per call. Accepting any such calls and/or processing such electronic communications when not receiving the standby premium shall be at the discretion of the nurse. Accumulated time spent on telephone consultations extending beyond fifteen (15) minutes shall be compensated at the next higher fifteen (15) minute interval.

- (c) Nurses consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.
- (d) Where the nurse is authorized to handle bona fide work-related matters through electronic means, including email, without returning to the workplace, the nurse shall be compensated in the same manner as a telephone consultation.

**1809** If there is a sufficient number of nurses qualified for assignment to standby, a nurse shall not be assigned to standby on the day immediately preceding or during their days off, unless otherwise mutually agreed.

**Applicable to Health Sciences Centre site only:**

**1810**

A nurse may be required by the Employer to be available for duty for a period of not more than sixteen (16) hours consecutively unless otherwise agreed to between the nurse and the Employer.

## **ARTICLE 19 -- RESPONSIBILITY PAY**

**1901** A nurse assigned to perform all or substantially all the responsibilities of a more senior classification for at least two (2) consecutive hours or for the entirety of their shift, or a nurse designated as being "in charge" shall be compensated by an allowance of one dollar (\$1.00) for each hour worked, except for a Nurse III temporarily replacing a Nurse IV.

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

For temporary assignments of promotion of more than four (4) weeks in length, the terms of Article 2801 herein shall be applicable to salary rates.

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

**1903** This allowance shall be paid to one (1) nurse designated "in charge" on a nursing unit for any shift (days, evenings or nights) in accordance with Article 1901 above except in the case of there being a Nurse III or Nurse IV or an out of scope manager assigned to the responsibility of the unit on that shift.

It is understood and agreed that the current practice of designating nurses as being "in charge" shall continue.

## ARTICLE 20 – TRANSPORTATION ALLOWANCE/ESCORT DUTY

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

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

- (a) return transportation provided by the Employer, or
- (b) if the nurse elects to use their own vehicle, they shall be reimbursed for all travel in accordance with the prevailing Province of Manitoba mileage rates, subject to a minimum guarantee of \$4.00.

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

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

- (a) the nurse shall be reimbursed by the Employer for all travel from the site/worksite and between work locations in accordance with the prevailing Province of Manitoba mileage rates.

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

- (b) The nurse shall be reimbursed for parking expenses incurred away from the site/worksite during the course of the authorized business.

**2004** **Escort Duty:**

- (a)
  - (i) A nurse called in to escort a patient when they are not on standby or provided they do not qualify for pay at overtime rates in accordance with Article 16, shall be paid for all time involved with the patient assignment including travel time required to return to the facility, subject to a minimum guarantee of three (3) hours pay at regular rates of pay. All hours worked in excess of seven and three-quarter (7.75) hours shall be paid in accordance with Article 16.

For facilities/sites/programs outside of Winnipeg, the minimum guarantee of hours shall correspond to the geographic region in which the facilities/sites/programs are located.

- (ii) When a nurse is required to escort a patient while on a scheduled shift, overtime rates of pay will apply in accordance with Article 16 for all hours worked in excess of the scheduled shift length (i.e. 7.75 hours, 11.625 hours).
- (iii) A full-time or part-time nurse scheduled or called in for escort duty when they are not on standby whose escort duty is cancelled, shall be paid or assigned work for a period of three (3) hours.
- (iv) When a nurse on escort duty is no longer involved with the patient assignment, time and return travel time will be paid as follows:
  - For each subsequent twenty-four (24) hour period that the nurse is awaiting return travel they shall be paid wages for one regular shift (or overtime in accordance with Article 16)
  - For each portion of a twenty-four (24) hour period that the nurse is awaiting return travel or travelling to return to the facility, the nurse will be paid the greater of hours worked plus actual hours in travel status (or overtime in accordance with Article 16) or a prorated shift based on the portion of the twenty-four (24) hour period away.
- (v) Where a nurse is responsible for the care and control of equipment and/or drugs, and such equipment and/or drugs is not readily portable and requires the nurses' full attention, then the nurse shall be considered as being still "on duty" as if they were still involved with the patient and shall be paid accordingly.

A casual nurse whose Escort Duty is cancelled prior to their arrival at the site shall not be entitled to the payment or work noted above. If their Escort Duty is cancelled after they have reported for duty, they shall be paid or assigned work for a period of three (3) hours.

It is understood that the full-time, part-time or casual nurse shall have the right to refuse the assigned work and as such they shall not be entitled to the minimum payment noted above.

- (b) A nurse going out on escort duty will not suffer any loss in basic salary as a result of missing any portion of a scheduled shift. Therefore, a nurse who is unable to return from escort duty in time to work a scheduled shift or portion thereof shall be paid for the missed hours at their basic salary. Where a nurse misses only a portion of their scheduled shift while on escort duty, they will be expected to work the remainder of their shift.
- (c) A nurse required for escort duty on a Recognized Holiday shall be paid in

accordance with Article 22, and Article 16 if applicable, for all time involved with the patient assignment including travel time required to return to the site.

- (d)
  - (i) A nurse on escort duty out of province/country shall be provided with a travel advance for all anticipated travel expenses (transportation, meals, accommodation) before commencing escort duty, unless the nurse chooses to make alternate arrangements.
  - (ii) A nurse on escort duty within the province, shall be provided with a meal allowance/advance of ten (\$10.00) dollars, once per shift. If the escort duty extends over another meal period, meal expenses shall be claimed in accordance with Employer policy. A subsequent travel/expense claim will be submitted in accordance with the Employer travel policy.

## 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 [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from May 1<sup>st</sup> to April 30<sup>th</sup> (**April 1<sup>st</sup> to March 31<sup>st</sup> @ Crisis Response Services, MAID Services, Breast Health Centre, and Manitoba Adolescent Treatment Centre**). The dates used to calculate vacation earned shall be from the end of the last full pay period of April (**March @ Crisis Response Services, MAID Services, Breast Health Centre, and Manitoba Adolescent Treatment Centre**) in one vacation accrual year to the end of the last full pay period of the following April (**March @ Crisis Response Services, MAID Services, Breast Health Centre, and Manitoba Adolescent Treatment Centre**). Vacation earned in any vacation year is taken in the following vacation year. The whole of the calendar year shall be available for the taking of accrued vacation time.

The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to three (3) days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501.

The above Article is subject to MOU # 35 Re: Article 2101 & 2109 and MOU # 35 Re: Hours of work

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

**2103**

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

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first three (3) years	Fifteen (15) days/three (3) weeks [116.25 hours] per year
In the fourth (4th) to tenth (10th) year inclusive	Twenty (20) days/four (4) weeks [155 hours] per year
In the eleventh (11th) to twentieth (20th) year inclusive	Twenty-five (25) days/five (5) weeks [193.75 hours] per year
In the twenty-first (21st) and subsequent years	Thirty (30) days/six (6) weeks [232.50 hours] per year

- (b) In addition to (a) above, all nurses employed in the Nurse IV or Nurse V 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 nurses employed in the classification of Nurse IV or higher on April 1, 1998. This Article will not apply to nurses who are newly employed as or reclassified to Nurse IV or higher after April 1, 1998.

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

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

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

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

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

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

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

**2109** The Employer shall be responsible for posting the vacation entitlement lists, along with a list of the number of nurses in each occupational classification per unit/site that may be scheduled for vacation at one time, in an accessible location, by February 1<sup>st</sup> (**March 1<sup>st</sup> @ Diagnostic Services, CancerCare Manitoba, Eden Mental Health Centre, and Rehabilitation Centre for Children**) of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at April 30<sup>th</sup> (**March 31<sup>st</sup> @ Crisis Response Services, MAID Services, Breast Health Centre, and Manitoba Adolescent Treatment Centre**) of that year.

Beginning February 15<sup>th</sup> (**March 15<sup>th</sup> @ Diagnostic Services, CancerCare Manitoba, Eden Mental Health Centre, and Rehabilitation Centre for Children**) of each year, the Employer shall arrange an appointment with each nurse, in order of seniority, so that the nurse may indicate their choice of vacation dates, in writing. All of the nurse's earned vacation must be chosen at this time except for the three (3) days as per Article 2101. These appointments shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date.

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

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

To the extent that it finds possible, the Employer shall give priority to those nurses in each occupational classification within each nursing unit having the most seniority within the site.

The approved vacation schedule will be posted no later than April 1<sup>st</sup> (***March 31<sup>st</sup> @ Manitoba Adolescent Treatment Centre; May 1<sup>st</sup> @ Diagnostic Services, CancerCare Manitoba, Eden Mental Health Centre, and Rehabilitation Centre for Children***). Approved vacation schedules within each nursing unit shall not be changed unless mutually agreed upon by the nurse and the Employer.

A nurse who transfers to another unit/site after their vacation request has been approved, shall have their vacation scheduled by the Manager of the new unit/site in consultation with the nurse within the time periods remaining during that vacation year.

Notwithstanding the above, as much as reasonably possible, the approved vacation of deleted and bumped nurses shall continue to be approved regardless of the unit/site they are displaced to. This shall not impact previously approved vacation of nurses in the new unit/site. If the displaced nurse prefers to reschedule the vacation at a time that is mutually agreeable to both the Employer and the nurse, that shall occur.

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 or scheduled by January 15<sup>th</sup>, the Employer has the right to schedule the vacation prior to the end of the current vacation year. Vacation may be paid out only in extenuating circumstances.

For former Civil Service nurses who have maintained their pension with the Civil Service Superannuation Plan, vacation days may be reserved in accordance with the Memorandum of Understanding Supplementary to the Collective Agreement.

## **ARTICLE 22 -- RECOGNIZED HOLIDAYS**

**2201** For purposes of this Agreement, Recognized (paid) Holidays shall be New Year's Day (January 1<sup>st</sup>), Louis Riel Day (la journée Louis Riel), Good Friday, Easter Monday, Victoria Day, Canada Day (July 1<sup>st</sup>), Terry Fox Day (la journée Terry Fox), Labour Day, National Day for Truth and Reconciliation (September 30<sup>th</sup>), Thanksgiving Day, Remembrance Day (November 11<sup>th</sup>), Christmas Day (December 25<sup>th</sup>), and Boxing Day (December 26<sup>th</sup>); and any other statutory holidays declared by federal or provincial authority.

**2202** Whenever a Recognized Holiday falls on their scheduled days off, it is understood that this day off in lieu shall be banked in accordance with Article 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that they receive an extra day's pay at their basic rate of pay.

**2203** A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times their basic pay and in addition it is understood that one (1) day off shall be banked in accordance with Article 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that they receive an extra day's pay at the nurse's 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, endeavoring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

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

Nurses shall be assigned time off over Christmas or New Years in alternate years 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 Article 1501. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned.

**2207**

***Effective April 1, 2022:*** For the purpose of this Article, a day is equivalent to seven and three-quarter (7.75) hours.

**2208** The Employer will ensure that all nurses receive at least two (2) other Recognized Holidays besides Christmas or New Year's on the day on which they occur, if reasonably possible.

**Applicable for Health Sciences Centre site only:**

The Employer will ensure that all nurses receive at least two (2) other Recognized Holidays besides Christmas or New Year's on the day on which they occur.

## **ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION**

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

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

**Additional for Breast Health Centre site only:**

- (iv) A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. No deductions for absences on account of illness will be made for periods of two (2) hours or less, to a maximum of six (6) such absences per year.

A nurse who has had accumulated sick credits and subsequently used all their credits will be entitled to the benefit of this Article regarding absence for two (2) hours or less.

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

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

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

**2303**

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

Workers Compensation payment will be paid directly to the nurse by WCB.

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

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

of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as defined in Article 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

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

- (ii) Subject to the provisions of each plan, the nurse may request the Employer to reimburse the nurse from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, Disability & Rehabilitation plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
  - (iii) Further to this, the Employer shall notify Workers Compensation/Manitoba Public Insurance of salary adjustments at the time they occur.
  - (iv) In accordance with Section 41(6)(b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the WCB by January 1, 1994 so that the WCB may determine whether or not the supplements referenced in Article 2303(b)(i) shall continue in effect after January 1, 1995.
  - (v) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.
- (c) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the provisions of Article 7A06 shall apply.
  - (d) A nurse who is on D&R/WCB/MPI prior to the commencement of their vacation shall, upon their request, have their vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse

and the Employer within the available time periods remaining during that vacation year. If the nurses' current annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may elect to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time).

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

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

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

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

**2306** The Employer, either at the time of notification by the nurse of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's ability to perform their regular duties.

Failure to provide such a certificate when requested will disqualify a nurse from receiving paid income protection and may result in a refusal of permission for the nurse to resume their duties.

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

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

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

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

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

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

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

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

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

**2314** Accumulation of income protection will continue during any unpaid leave of absence or layoff of four (4) weeks or less.

## **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 its decision in writing, within two (2) weeks of receipt of the request. Requests for extension of educational leave, maternity leave, parenting leave, adoption leave, and bereavement leave will be granted if reasonably possible.

Where a nurse requests to return to work prior to the expiry of the leave of absence as set out in the approved request, the Employer shall have no obligation to return the nurse to work until such time that the leave of absence would have expired, except as per Article 2408 C.6.

Where a nurse has been granted a leave of absence from their entire EFT, the nurse shall be eligible to work additional available shifts. However, the nurse shall not have preference over part-time nurses or casual nurses who offer to work these shifts. When the nurse is awarded additional available shifts, they are compensated in accordance with Article 2703 (a) – (f).

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

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

**2403**

**Applicable for all sites/Employers within the SHEO**

The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less, or eighty (80) weeks or less in the case of parenting leave or parental leave, the nurse is assured of being placed in the same occupational classification within the site and at the same step on their salary scale on their return, but the nurse cannot be assured of being placed in the same nursing unit, position or shift. In the case of longer leaves of absence, a nurse may be placed in any position within the site and shall be reinstated at their previous salary, provided that such salary shall not exceed the maximum for the position in which the nurse is placed.

Notwithstanding Article 3001, a nurse not placed in their former position will be given consideration over other nurses for the first vacancy made available to the nurse in a similar position.

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

**2405** Income protection and vacation benefits will continue to accrue during any period of an unpaid leave of absence, approved by the Employer of four (4) weeks or less.

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

**2407** A. Educational Development:

- (a) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during working hours, the Employer shall pay registration or tuition fees, and

approved expenses and shall ensure that the nurse suffers no loss of salary.

- (b) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during non-working time, the Employer shall pay registration or tuition fees, and approved expenses and shall pay for the time of such attendance at straight time rates.
- (c) Employer Sponsored Educational Development  
A nurse shall be granted, upon written request, funding up to a maximum of \$200 per fiscal year, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the senior nursing manager or designate prior to attendance at such program. The \$200 allowance referenced herein shall be for reimbursement of tuition or registration and recommended/required books and shall occur upon satisfactory completion of the workshop, course, or educational program.

B. Education Leave:

The Employer and the Union mutually recognize that additional and continuing education of nurses is desirable as a means of enhancing patient care and improving the effectiveness of nursing services.

Leave from duty for the purpose of taking post-basic courses may be granted at the discretion of the Employer, subject to the following conditions:

- (a) Application shall be made in writing to the Employer, including a description of the course or courses to be taken; the duration of leave applied for; and whether or not the leave requested qualifies for Employer assistance, subject to the terms of this Article.
- (b) Leave with full salary shall be granted when a nurse is required by the Employer to take an educational course, or courses, unless such courses are conditions of employment.
- (c) Leave with salary may, at the discretion of the Employer, be granted to nurses who apply for leave to take an educational course recognized by the Employer, in order to perform current or anticipated duties more effectively.
- (d) When leave is applied for and assistance is granted as per this regulation, the nurse shall sign a written undertaking to the effect that upon completion of their educational course they will return to

the facility during a period of not less than twice the duration of their leave, and that should they resign before the expiry of such period, they will refund to the Employer that fraction of their salary and other financial aid paid to them during their educational course which is proportionate to the deficiency in the specified period of subsequent service.

- (e) Educational leaves of more than one (1) year are subject to annual review.

## **2408**      **Parenting Leave**

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

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

### **A.      Maternity Leave Plan “A”**

- 1. Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:
  - (a) a written request must be submitted no later than the end of the fifth (5<sup>th</sup>) month of pregnancy and not less than one (1) month before the intended date of the leave.
  - (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
  - (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of the nurse’s health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.

### **B.      Maternity Leave Plan “B”**

- 1. In order to qualify for Plan B, a pregnant nurse must:
  - (a) submit to the Employer an application in writing, for leave under Plan B not less than one (1) month before the intended date of the leave.
  - (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.

- (c) provide the Employer with proof that they have applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the nurse has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
  - (d) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of the nurse's health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
- (a) the nurse will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, except that where a nurse is the successful applicant for a part-time position which commences on the date of their return from Maternity Leave or at any time during the six (6) months following their return from Maternity Leave, the nurse must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
  - (b) the nurse will return to work on the date of the expiry of their Maternity Leave and where applicable, their Parental Leave, unless this date is modified as per C.6 below.
  - (c) should the nurse fail to return to work as provided under (a) and/or (b) above, they are indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during the entire period of maternity leave.
  - (d) In the event the nurse does not complete the full period of service as required under Part (a) and (b) above, the nurse shall repay a portion of the "top up" as follows:
 

$$\frac{\begin{array}{l} \text{Monetary value of top up provided} \\ \text{(value is based on hours paid at regular} \\ \text{rate of pay in 6 months prior to leave)} \end{array}}{\begin{array}{l} \text{Hours of service required to be worked} \\ \text{(based on monetary value)} \end{array}} \times \begin{array}{l} \text{number of hours} \\ \text{not worked} \end{array}$$
3. A nurse who qualifies is entitled to a Maternity Leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in B.1.(b)

- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in B.1.(b)
  - (c) the Employer may, notwithstanding the above, vary the length of Maternity Leave upon proper certification by the attending physician.
4. Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance benefits pursuant to the Employment Insurance Act, the nurse must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the nurse in exceptional circumstances.

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

- (a) for the first week a nurse shall receive ninety-three percent (93%) of their weekly rate of pay;
  - (b) for up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the EI benefits the nurse is eligible to receive and ninety-three percent (93%) of their normal weekly earnings.
  - (c) All other time as may be provided under this Article, shall be on a leave without pay basis.
5. Plan B does not apply to a newly hired nurse occupying a term position.
6. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

C. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of their newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
- (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.

- (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence Adoption Leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to sixty-three (63) weeks inclusive of vacation as specified in C.2. below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with Article 2401.

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

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

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

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

3. Subject to 4. below, Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

5. Three (3) days of paid leave of absence (23.25 hours) shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity, or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

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

6. A nurse may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the nurse wants to end the leave. This provision includes the cancellation of any term position. Where the Employer has made arrangements for alternate staffing to cover the nurse's absence, the Employer shall have the right to cancel shifts. A minimum of two (2) weeks notice shall be provided for any such cancelled shift.

#### **2409**

##### Union Leave:

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

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

#### **2410**

##### Legal and Investigative Proceedings

- a) A nurse required to attend a court proceeding, other than a court proceeding occasioned by the nurse's private affairs where they are a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the Employer any jury or witness fees received, only for those

days they were normally scheduled to work. The nurse shall not request reimbursement for, or be required to remit any reimbursement of expenses for such duty.

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

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

**2411 Bereavement Leave:**

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

following the death, whichever is the greater. For nurses residing above the 53<sup>rd</sup> parallel, leave will be extended one (1) additional working day.

Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the interment, funeral or initial memorial service.

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

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

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

- (c) For the purpose of this Article, a day is defined as a calendar day irrespective of the number of hours per day scheduled for the affected nurse.

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

**Applicable for Health Sciences Centre site only:**

**Election Leave:**

Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that a nurse may be a candidate in federal, provincial, or municipal elections. A nurse who is elected to public office shall be granted leave of absence without pay for the term(s) of their 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 HEPP Retirement Pension Plan; or
- (v) terminate employment at any time due to permanent disability

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

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

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

- (b) Part-time nurses who:
- (i) retire at age sixty-five (65) years; or
  - (ii) retire after age sixty-five (65) years; or
  - (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
  - (iv) have completed at least ten (10) years of continuous employment and who meet the "Magic 80" provisions of the HEPP 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.

**Not applicable for non-transferred Employers:**

**NOTE:** *It is understood that for the purposes of calculation of pre-retirement leave entitlement, for nurses employed within two (2) or more sites comprising the same Employer, 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, or as a combination of continuation of salary followed by a lump sum payment.

**NOTE:** *Where a nurse chooses to take a lump sum payment, the retirement date shall be their last day worked. The lump sum shall be payable as soon as reasonably possible after the last day paid.*

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

**2414** Citizenship Leave: Nurses shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen. The nurse shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

**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.

**2416** Compassionate Care Leave:

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

- (a) A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take no more than two (2) periods of leave, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

- (d) For a nurse to be eligible for leave, a physician or nurse practitioner who provides care to the family member must issue a certificate stating that:
- (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
    - (i) the day the certificate is issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
- (i) a spouse or common-law partner of the nurse;
  - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
  - (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;
  - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
  - (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
  - (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
  - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
  - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) Unless otherwise mutually agreed, a nurse may end their Compassionate Care Leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of Article 2302, a nurse may apply to utilize income protection to cover part or all of the Employment Insurance waiting period.

- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

**2417**      Secondment to Educational Institutions

The Parties understand and agree that there may be occasions where it is beneficial to allow a current nurse to move, without loss of employment status, seniority or benefit accruals, to work temporarily for nursing educational institutions.

These individuals will be placed on a paid leave of absence for the duration of the educational institution secondment.

## **ARTICLE 25 -- SENIORITY**

**2501**      "Seniority" is defined as the length of the nurse's continuous employment from the last date on which the nurse 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.

**NOTE: Memo #21 Re: Transfer – Job Selection shall be in effect for the duration of this Collective Agreement.**

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

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

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

- (i) the nurse is on any period of paid leave of absence;
- (ii) the nurse is on any period of Employer paid income protection;

- (iii) the nurse is on an educational leave of absence up to two (2) years;
- (iv) the nurse is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D & R/LTD for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
- (v) the nurse is on any period of unpaid leave of absence of less than four (4) weeks, except those referenced in (iv) above;
- (vi) the nurse is laid off for less than twenty-six (26) weeks;
- (vii) the nurse is on parenting leave;
- (viii) the nurse is on Compassionate Care Leave, Leave Related to Critical Illness, or Domestic Violence Leave, as provided for in the Employment Standards Code.

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

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

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

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

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

**2601** Employment may be terminated voluntarily by a nurse 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, Clinical Nurse Specialist and RNEP -- six (6) weeks.

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

- (a) by mutual agreement between the nurse and the Employer for special circumstances, or
- (b) during the probationary period of a newly hired nurse subject to Article 31 herein, or
- (c) in the event a nurse is dismissed for sufficient cause to justify lesser or no notice.

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

**2604** Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of their employment receive pay in lieu of unused vacation, and all salary earned to date of termination on the pay date applicable to the pay period in which the termination date occurred.

## **ARTICLE 27 – LAYOFF AND RECALL**

### **2701 Employment Security:**

It is understood that the terms of Article 2701 shall not be applicable to Home Care Nurses for circumstances arising out of short-term fluctuations in client need or service.

- (a) It will be incumbent upon the Employer to notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of nursing staff.
- (b) If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the notification in (a) above.
- (c) The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after (b) above.
- (d) The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
- (e) In keeping with the Employer's commitment to ensure that any affected nurse shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, Article 27 shall apply. Should the nurse choose to not exercise seniority rights under Article 27, then layoff in accordance with Article 27 shall apply.
- (f) In the event of (e) above occurring or in the event of the closure of a facility/site/program and in conjunction with (g) below, the Employer will make

every reasonable effort to achieve necessary funding for retraining to assist with retention of employment for nurses.

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

**2702 Applicable for SH (direct operations):**

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.

**Applicable for non-transferred sites:**

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

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

Notice shall be as follows:

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

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

**2704** No layoff of full-time or part-time nurses shall occur 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.

Notwithstanding Article 3402, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided the nurse is qualified, competent and willing to perform the required work. 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 the nurse working in excess of their regular EFT commitment.

If applicable, in addition to the above, during the first three (3) years of layoff, if a laid off nurse indicates their availability for additional available shifts at any of the other sites comprising the Employer, the nurse will receive preferential consideration over part-time nurses for the assignment of such shifts, provided that this will not result in the nurse working in excess of their regular EFT commitment. During the period between three (3) to five (5) years, a laid off nurse may indicate availability for additional available shifts

within any of the sites comprising the Employer but will not receive preferential consideration over part-time nurses.

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

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

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

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

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

- (c) in the event the layoff is longer than twenty-six (26) weeks, seniority shall be calculated in accordance with regular hours worked,
- (d) the nurse shall be paid four point six two percent (4.62%) (five percent (5.0%) effective September 30, 2021) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,
- (e) participation in benefit plans is subject to the provisions of each plan.
- (f) increments (calculated from the date of the nurse's last increment, or their starting date as the case may be) shall be provided on the basis of one (1) increment for each 1343 hours worked or one (1) calendar year from the date of their last increment, 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.

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

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

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

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

**2707**

**Applicable for SH (direct operations):**

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 in writing either by personal service, registered mail, or confirmed electronic mail and shall provide for at least one (1) weeks' notice to report back to work. Confirmation includes indication of receipt of such communication.

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

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

**Applicable for non-transferred sites:**

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

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

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

**2708**

**Applicable for SH (direct operations):**

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

**Applicable for non-transferred sites:**

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

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

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

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

## **ARTICLE 28 -- PROMOTION AND REASSIGNMENT**

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

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

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

their request or be returned to their former position by the Employer. During the last six (6) weeks of this trial period, the nurse may return to their former classification at their request or be returned to their former classification by the Employer.

**Applicable for Health Sciences Centre site only:**

All promotions and voluntary transfers are subject to a three (3) month trial period, which may be extended up to an additional three (3) months at the Employer's discretion, and the Union shall be notified by the Employer. During this trial period, the promoted (or transferred) nurse may revert to their former position, or may be returned (or transferred) by the Employer.

**2804**

**Applicable for SH (direct operations) and non-transferred multi-site Employers:**

**A. Reassignments in the Event of Unforeseen Staffing Shortages**

1. In the event of a temporary lateral work reassignment being necessitated by an unforeseen staffing shortage on a nursing unit in any site within the Employer, a nurse may be reassigned subject to the following condition:
  - (a) Where the reassigned nurse does not have the specific current competency for that similar patient/resident/client base, they would only be assigned functional tasks or would work directly with a nurse on that unit when providing patient/resident/client care.

**B. Reassignments in the Event of Foreseen Staffing Shortages**

1. In the event of a temporary lateral work reassignment being necessitated by a foreseen staffing shortage on a nursing unit in any site within the Employer, a nurse may be reassigned to meet patient care needs subject to the following conditions:
  - (a) No nurse shall be compelled to accept reassignment for a foreseen staffing shortage except as provided for under MOU #37 Re: Involuntary Reassignments in the Event of Foreseen Staffing Shortages.
  - (b) Where the reassigned nurse does not have the specific current competency for that similar patient/resident/client base, they would only be assigned functional tasks or would work directly with a nurse on that unit when providing patient/resident/client care.
  - (c) Before reassigning a nurse for a foreseen staffing shortage, the Employer shall take the reasonable steps available to management to fill the vacant shift, based on relevant factors/circumstances including, but not limited to:

- timing and circumstances of the vacant shift;
  - maintenance of patient care;
  - wellbeing of nursing staff.
- (d) In the event of a long term or repetitive vacancy which the Employer has not been able to fill in accordance with the Collective Agreement, either party may refer the issue to the NAC and the Patient Care Optimization Committee provided for in Article 11 for consultation.
- (e) Where the Employer is unable to fill vacant shifts through other means, in accordance with the Collective Agreement, the Employer shall then seek volunteers for reassignment, to be applied equitably (on a quarterly basis), with the following compensation: nurses shall be paid the greater of six (\$6.00) per hour or fifteen percent (15%) (effective October 14, 2021) above their normal rate of pay for all hours worked at the reassigned facility/program/site/unit. (for clarity this premium is over and above overtime rates, where overtime is earned during reassignment).
- (f) Where a nurse is reassigned to a facility/site other than their regular facility/site within the Employer they shall also be compensated as follows:
- i. Provided with a daily “work disruption” allowance, for each day actually worked as follows:
    - Over 1 and up to – 49 km between sending and receiving site - \$40
    - Between 50 – 99 km between sending and receiving site - \$80
    - Between 100 – 149 km between sending and receiving site - \$130
    - 150 or more between sending and receiving site - \$180
- (g) Where a change in work schedule is required by the Employer (receiving unit/facility/program/site) as a result of a reassignment, the nurse(s) shall be compensated with a Shift Disruption Allowance as described below for each shift that has been changed and worked by the nurse. The following rules shall apply:
- i. Compensation of one of the following amounts as applicable per shift, whichever is greatest:
    - \$25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 1 hour and up to 4 hours; or
    - \$35 Impact Shift Changes: a change is made to the calendar day that a nurse was scheduled to work (no change to shift length or shift description); or

- \$50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 4 hours; a change is made to the shift length (eg: 8 to 12 hours); a change is made to the shift description (eg: from straight Days to Days/Nights, or from straight Days to Days/Evenings);
  - ii. Shift disruption allowance will not be paid on days during which the nurse does not work or for shifts that have not been changed;
  - iii. Nurses shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless they are in an overtime situation as identified in the nurse(s) respective Collective Agreement and are now required to work additional hours. For clarity, adding hours to shift duration when a nurse has been reassigned during the course of their shift, shall result in daily overtime compensation.
  - iv. Changes to shift length must not cause a decrease to the nurses' EFT; and
  - v. Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the nurse is scheduled as posted. If this posted schedule is disrupted the nurse shall be paid in accordance with a. above. When the reassigned nurse is returned to their regular assignment, the Shift Disruption Allowance is not applicable.
- C. This lateral work reassignment will be made by the out of scope manager with as much notice as possible, whether within one (1) site, or from one (1) site to another within the Employer. Selection of the nurse to be reassigned shall be based on ability and experience and shared as equally as possible amongst the nurses in each site. It is understood that lateral work reassignments 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.
- D. 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.
- E. Nurses who are reassigned from one site to another within the Employer shall be eligible for transportation reimbursement in accordance with the prevailing Province of Manitoba mileage rates subject to a minimum guarantee of four dollars (\$4.00) and in accordance with the following formula:
- 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.

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

Parking in close proximity to the “receiving facility/site” will be made available. Parking expenses shall be reimbursed to the nurse by the Employer.

**NOTE:** Please reference MOU #37 Re: Involuntary Reassignments in the Event of Foreseen Staffing Shortages.

**Applicable for single site Employers:**

**A. Reassignments in the Event of Unforeseen Staffing Shortages**

1. In the event of a temporary lateral work reassignment being necessitated by an unforeseen staffing shortage on a nursing unit within the same facility/site, a nurse may be reassigned subject to the following condition:
  - (a) Where the reassigned nurse does not have the specific current competency for that similar patient/resident/client base, they would only be assigned functional tasks or would work directly with a nurse on that unit when providing patient/resident/client care.

**B. Reassignments in the Event of Foreseen Staffing Shortages**

1. In the event of a temporary lateral work reassignment being necessitated by a foreseen staffing shortage on a nursing unit, a nurse from within the same site/facility/program may be reassigned to meet patient care needs subject to the following conditions:
  - (a) No nurse shall be compelled to accept reassignment for a foreseen staffing shortage except as provided for under MOU # 37 Re: Involuntary Reassignments in the Event of Foreseen Staffing Shortages.
  - (b) Where the reassigned nurse does not have the specific current competency for that similar patient/resident/client base, they would only be assigned functional tasks or would work directly with a nurse on that unit when providing patient/resident/client care.
  - (c) Before reassigning a nurse for a foreseen staffing shortage, the Employer shall take the reasonable steps available to management to fill the vacant shift, based on relevant factors/circumstances including, but not limited to:
    - timing and circumstances of the vacant shift;
    - maintenance of patient care;
    - wellbeing of nursing staff.

- (d) In the event of a long term or repetitive vacancy which the Employer has not been able to fill in accordance with the Collective Agreement, either party may refer the issue to the NAC and the Patient Care Optimization Committee provided for in Article 11 for consultation.
- (e) Where the Employer is unable to fill vacant shifts through other means, in accordance with the Collective Agreement, the Employer shall then seek volunteers for reassignment, to be applied equitably (on a quarterly basis), with the following compensation; nurses shall be paid the greater of six dollars (\$6.00) per hour or fifteen percent (15%) (effective October 14, 2021) above their normal rate of pay for all hours worked at the reassigned facility/program/site/unit. (for clarity this premium is over and above overtime rates, where overtime is earned during reassignment).
- (f) Where a change in work schedule is required by the Employer (receiving unit) as a result of a reassignment, the nurse(s) shall be compensated with a Shift Disruption Allowance as described below for each shift that has been changed and worked by the nurse. The following rules shall apply:
  - i. Compensation of one of the following amounts as applicable per shift, whichever is greatest:
    - \$25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 1 hour and up to 4 hours; or
    - \$35 Impact Shift Changes: a change is made to the calendar day that a nurse was scheduled to work (no change to shift length or shift description); or
    - \$50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 4 hours; a change is made to the shift length (eg: 8 to 12 hours); a change is made to the shift description (eg: from straight Days to Days/Nights, or from straight Days to Days/Evenings);
  - ii. Shift disruption allowance will not be paid on days during which the nurse does not work or for shifts that have not been changed;
  - iii. Nurses shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless they are in an overtime situation as identified in the nurse(s) respective Collective Agreement and are now required to work additional hours. For clarity, adding hours to shift duration when a

nurse has been reassigned during the course of their shift, shall result in daily overtime compensation.

- iv. Changes to shift length must not cause a decrease to the nurses' EFT; and
  - v. Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the nurse is scheduled as posted. If this posted schedule is disrupted the nurse shall be paid in accordance with a. above. When the reassigned nurse is returned to their regular assignment, the Shift Disruption Allowance is not applicable.
- C. This lateral work reassignment will be made by the out of scope manager with as much notice as possible. Selection of the nurse to be reassigned shall be based on ability and experience and shared as equally as possible amongst the nurses in the site.
- D. 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.

**NOTE:** Please reference MOU # 37 Re: Involuntary Reassignments in the Event of Foreseen Staffing Shortages.

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

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

**2902** If the action referred to in 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 personal service, registered mail, or confirmed electronic mail. Confirmation includes indication of receipt of such communication.

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

**2904** If a nurse is reclassified to a lower paid position because of changing conditions within the Employer, the nurse will retain their current salary level until the salary scale of the lower position reaches their level of salary.

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

**2905** A nurse shall be given the opportunity to examine any document expressing dissatisfaction with their performance or conduct which is in their file and their reply to any such document shall also be placed in their file. Upon written request, the nurse shall also receive a copy of such a document.

**2906** A nurse accompanied by a Union representative if they so elect may examine their personnel file upon request. A nurse shall have recourse to the grievance procedure to dispute any derogatory entry in their personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter. Any nurse who has been terminated may consult their file and upon written request shall receive copies of specified documents so long as the written request is made within sixty (60) days of the nurse's termination.

**2907** There shall be one (1) personnel file maintained by the Employer for each nurse.

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

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

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

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

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

- (a) applicants from the site where the vacancy occurs;
- (b) applicants from the Employer where the vacancy occurs;
- (c) applicants from other Employers within the Employers Organization;
- (d) applicants from other Employers Organizations.

**NOTE:** *Refer to Appendix "D" for Site and Employer list.*

Notwithstanding the above, a nurse will have unit or site preference when new positions are posted as a result of an Employment Security Notice.

**3004** The name of the successful applicant and the position awarded will be posted on the bulletin board or per electronic format accessible to all nurses for a period of seven (7) calendar days with a copy of this information forwarded to the Local/Worksite President.

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

An unsuccessful applicant may inquire of the hiring Manager or the Human Resources Consultant or designate to why they were not selected for an interview.

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

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

**3006** "Term Position":

A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of sixty (60) weeks, or up to a maximum of eighty (80) weeks to replace a nurse(s) who is/are on Parenting Leave or Parental leave, where patient/client/resident census or workload necessitates a temporary increase in staffing, if mutually agreed, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under Employment Security provisions in Article 27, or as otherwise mutually

agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

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

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

In case a nurse on Maternity or Parental Leave wants to exercise their right to return from such leave earlier than anticipated, having given appropriate notice as per 2408 C.6, the Employer shall state on the job posting that the said term position is a "Maternity or Parental Leave of absence term" which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

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

On expiry of the term position the nurse:

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

returned to their former position shall be returned to their former occupational classification and employment status within the site.

- (c) In accordance with the provisions of Article 21, if a nurse's term position ends prior to the start of the vacation year, the nurse shall schedule the next year's vacation on the unit they are returning/going to.

## ARTICLE 30A – NURSE-INITIATED MOBILITY

**30A01** As vacancies arise that any of the Sites/Employers intend to fill, the following procedures will apply:

- (a) Vacancies will be filled in accordance with the provisions of the Collective Agreement.
- (b) An internal and external posting may occur simultaneously. Nurses from other Sites/Employers will have the right to apply for said vacancy.

If the selected nurse is a current employee of one of the sites/Employers of an Employers Organization, that nurse will be entitled to transfer all seniority, service and other benefits herein and will be treated in all respects as if they had always been a nurse of the receiving Employer. In addition, hours worked since the last increment shall be credited towards the next increment level.

- (c) Where there are no qualified applicants, as per the order established in Article 3003, positions will be awarded to qualified nurses in the following order:
  - Recall of laid off workers from the site/Employer posting the vacancy (unless otherwise stipulated in the applicable collective agreement);
  - Applicants from the Redeployment List;
  - Applicants external to (a) above.

**30A02** A nurse who is employed by an Employer in an Employers Organization, who is awarded a position with another Employer with the same or in another Employers Organization, and who commences employment with this Employer within six (6) weeks of termination of employment from their former Employer, will be entitled to mobility of benefits as specified hereinafter:

- (a) continuous service date
- (b) accumulated income protection benefits;
- (c) length of employment applicable to rate at which vacation is earned;
- (d) length of employment applicable to pre-retirement leave;
- (e) length of employment applicable for qualification for the Magic 80 (as per the terms and conditions of the applicable pension plan) pension provisions;
- (f) length of employment applicable to next increment date;

- (g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions;
- (h) seniority credits (in accordance with receiving Collective Agreement).
- (i) transfer of current vacation hours unless the nurse elects to have their current vacation hours paid out by the previous Employer at the time of the transfer;
- (j) placement at the greater of the nurse's salary level at the sending facility/program/site, or in accordance with the recognition of previous experience clause(s) in Article 38.
- (k) where a nurse transfers prior to the completion of maternity leave return of service requirements, the nurse shall be allowed to complete the return of service requirements at the receiving site/Employer.

**30A03** For clarity the following guidelines shall govern with respect to the application of this Article:

- (a) The provisions of this Article shall be effective [retroactive to] October 14, 2021.
- (b) Where nurse-initiated mobility is implemented retroactively, the items transferred shall be on a "go forward" basis from October 14, 2021. No processes [e.g. vacation selection, vacancy selection] or access to benefits [e.g. income protection] shall be adjusted retroactively.
- (c) The onus is on the nurse to advise their new Employer that there are benefits/seniority to transfer.
- (d) The provisions of this Article only apply where a nurse terminates from one Employer and commences employment with another Employer. It does not apply to "merge" employment/benefits etc. from two or more Employers to one of those Employers.
- (e) Once notified of nurse-initiated mobility of benefits/seniority, the receiving Employer shall notify the sending Employer by forwarding a "Mobility Form" to the sending site/Employer. That site/Employer will complete the form as soon as possible and forward to the receiving site/Employer. The Mobility Benefits Transfer Form shall be provided in its entirety to the receiving MNU Local/ Worksite.
- (f) Nurse-initiated mobility applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are transferred at the time of employment. Should the nurse not obtain a permanent position in accordance with the new Employer's collective agreement, all seniority and benefits shall terminate, unless the nurse obtains employment with another MNU Employer where nurse-initiated mobility applies, and within the timelines specified.
- (g) Employment terminates with the sending Employer and commences with the receiving Employer, in order for nurse-initiated mobility to apply. However, a nurse may accept a casual position with the sending Employer. Such shall not affect the nurse's ability to mobilize seniority, service and benefits accrued while employed in a permanent or term position at the sending Employer to the receiving Employer as long as the nurse secures a permanent or term position within six (6) weeks of terminating regular (non-casual) employment.
- (h) Any banked Recognized Holidays and/or overtime will be paid out by the sending Employer at the time of transfer.

- (i) A nurse who occupies a casual position at a receiving Employer AND a permanent or term position at a sending Employer, AND who subsequently obtains a permanent or term position at a receiving Employer, will be allowed to transfer seniority and benefits accrued in the permanent or term position at the sending Employer, to the newly acquired permanent or term position in the receiving Employer. The seniority accrued as a casual at a receiving Employer cannot be added to the seniority being transferred with the permanent/term position.

### **30A04**

- (a) Increments: Nurses having a permanent or term position in a sending Employer, will be allowed to transfer their "hours worked" for purposes of determining when they are entitled to their next increment, when they secure a permanent or term position at a receiving Employer. Casual nurses are NOT allowed to transfer such hours.
- (b) Vacation: Vacation earned at the sending Employer shall not be paid out upon transfer unless the nurse requests. In the event a nurse elects to have their vacation transferred, it does not mean that the previously approved vacation dates will be honored at the receiving site. The receiving Employer will schedule the remaining vacation in consultation with the nurse, based on operational requirements and in accordance with Article 21.
- (c) Probationary Period: As with any other voluntary transfer to a permanent position in an Employer other than one in which a nurse is currently working, the nurse is subject to a probationary period.
- (d) Pre-Retirement Credits: To be calculated in days at the sending Employer.
- (e) Term Positions: Nurse-initiated mobility applies for voluntary transfers into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are transferred at the time of employment. Should the nurse not obtain a permanent position in accordance with the new Employer's collective agreement, all seniority and benefits shall terminate, unless the nurse in turn obtains employment with another MNU Employer in the same or in another Employers Organization where nurse-initiated mobility applies, and within six (6) weeks.
- (f) More Than One Position at Same Employer:  
There can only be one sending and one receiving Employer. If a nurse has two (2) or more permanent positions with the same Employer, the nurse must resign from both positions with the sending Employer in order to transfer the seniority and benefits from the sending Employer to a receiving Employer.
- (g) Positions at More Than One Employer:  
There can only be one sending and one receiving Employer. Even if a nurse has two (2) or more permanent positions, (at more than one Employer) the nurse will only be able to transfer the seniority and benefits from one of the Employers when they voluntarily transfer to a receiving Employer.

Transfer of seniority and benefits shall be applicable to all nurses, including those who are on lay off, currently employed in a permanent or term position who secure a permanent or term position in a receiving Employer in which they don't currently hold a permanent position.

- (h) The Local/Worksite President at a receiving site/Employer will be provided with written notification regarding each nurse's mobility seniority at the time of their transfer. The Mobility Benefits Transfer Form shall be provided to the receiving Local/Worksite in its entirety. At minimum, the following specific data shall be provided:
- Start date at sending Employer
  - Seniority (hours)
  - Seniority date at sending Employer
  - Termination date at sending Employer
  - Start date at receiving Employer.
- (i) Bridging Time for the Purposes of Mobility: A nurse who commences employment with the receiving Employer within six (6) weeks of termination of employment with the sending Employer will be entitled to mobility of seniority, service and benefits as above.
- (j) The parties agree that seniority shall not transfer across sectors.

## 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**

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

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

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

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

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

**3402** Part-time nurses who make known to the Employer that they wish to work occasional additional available shifts shall be given preference for such shifts unless the part-time nurse has already worked in that day with such preference being given on the following basis within the sites comprising of the Employer.

- (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 Employer who meet the provisions above and who have requested additional shifts.

**NOTE:** For the sites comprising the Shared Health (direct operations) Employer, please refer to the MOU Re: Application of Offering of Overtime and Additional Available Shifts.

**Applicable for non-transferred sites:**

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 been scheduled to work in that day.

**3403** A part-time nurse called back to work hours in excess of an assigned shift in any one 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 in overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time the nurse starts to work to the beginning of their shift.

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

**3405**

(a) Vacation pay shall be calculated as follows:

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

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

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

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

**3407** Part-time nurses will be paid four point six two percent (4.62%) (five percent (5%) effective September 30, 2021) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

**3408** *Effective for all nurses April 1, 2022 subject to MOU #34 Re: Article 3408 (Increments).*

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

**3409** Seniority accumulated by a part-time nurse up to October 14, 2021 shall be retained. Seniority hours calculated after October 14, 2021 shall be in accordance with hours paid at the regular rate of pay.

**3410** Subject to Article 3805, a nurse whose employment status changes from part-time to full-time shall be entitled to receive an increment on the later of:

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

(b) on completion of 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 their last increment, or starting date as the case may be.

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

**3411** Subject to Article 3805, a nurse whose employment status changes from full-time to part-time shall be entitled to receive an increment on the later of:

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

(b) on completion of 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 their last increment, or starting date as the case may be.

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

**3412** Where a Recognized Holiday (or the Employer's designated lieu day) falls on a part-time nurse's normally scheduled day of work but the nurse's

department/unit/program is closed, it is recognized that the nurse shall receive an unpaid leave of absence unless the nurse requests one of the following options:

- The nurse(s) may request to use one (1) of their retained vacation days or banked overtime in accordance with Article 1501; or
- Notwithstanding Article 3402 the nurse may request to be scheduled for an alternate shift, subject to the availability of work and provided the nurse is qualified to perform the required work. This alternate shift must be requested a minimum of two (2) weeks in advance of, and scheduled within, the posted shift schedule in which the Recognized Holiday falls. It is understood that this rescheduled shift will be payable at the nurse's basic rate of pay.

**3413** All part-time nurses shall receive the wage rates and applicable benefits on a pro rata basis according to their paid hours of work, except as otherwise specified herein.

**Applicable for Health Sciences Centre site only:**

**3414** No part-time nurses presently in the employ of the Employer may be laid off or discharged to allow for hiring of full-time staff.

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

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

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

**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/escort duty outlined in Article 20;
- the rights outlined in Articles 2905, 2906, 2907;
- the Employer Sponsored Educational Development allowance in Article 2407 A (a) (b) (c);
- the Legal and Investigative Proceedings in Article 2410.
- continuation of placement at the twenty (20) year rate if rehired after a period of no longer than six (6) months. For clarity a period of pre-retirement leave does not count towards the six (6) month qualification time limit.

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

If there is a change in Manitoba legislation that extends Recognized Holidays to all employees, the parties agree that casual nurses as defined in Article 35 shall receive this benefit.

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

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

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

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

**3509** Previous nursing experience of casuals will be considered in terms of applicability to the position applied for and, provided that equivalent qualifications are met, preference shall be given to the casual nurses over applicants from outside the site.

**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 at the site where the vacancy occurs. On expiry of a term position, if a casual

nurse is not successful in obtaining another term or permanent position in accordance with Article 3006 (a), the nurse shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

- (a) Subject to (b) and (c) below, casual nurses will receive payment for one (1) orientation day following the completion of every two (2) 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, they shall be paid their outstanding orientation pay at regular rates on their first pay cheque subsequent to obtaining the said position.
- (c) When the orientation is six (6) days or greater, the casual nurse shall be paid two-thirds of the orientation period at the time of taking the orientation. The outstanding unpaid orientation period shall be subject to the recovery process outlined above.

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

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

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

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

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

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

### **3603 Termination**

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

## **ARTICLE 37 -- HEALTH PROGRAM**

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

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

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

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

It is understood that nurses should attempt to schedule these appointments on time off.

## **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** The minimum salary of a newly hired nurse will be determined by nursing experience:

- (a) on an equivalent full-time basis, and
- (b) considered by the Employer to be related to the position applied for and held, and
- (c) in accordance with the following table:

### **Placement of a Registered Nurse or Registered Psychiatric Nurse on the Nurse II scale**

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 4 years	1 Year Rate
4030 hours within past 5 years	2 Year Rate
6045 hours within past 6 years	3 Year Rate

8060 hours within past 6 years	4 Year Rate
10075 hours within past 7 years (Effective April 1, 2021)	5 Year Rate
12090 hours within past 8 years (Effective April 1, 2022)	6 Year Rate
14105 hours within past 9 years	7 Year Rate

**For all CNS and Nurse Practitioners:**

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 10,075 hours	Start Rate
10,075 hours within past 6 years	1 Year Rate
12,090 hours within past 7 years	2 Year Rate
14,105 hours within past 8 years	3 Year Rate
16,120 hours within past 9 years	4 Year Rate

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

**Placement of an LPN or ORT on scale:**

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 4 years	1 Year Rate
4030 hours within past 5 years	2 Year Rate
6045 hours within past 6 years	3 Year Rate
8060 hours within past 6 years	4 Year Rate
10075 hours within past 7 years	5 Year Rate
12090 hours within past 7 years (Effective April 1, 2021)	6 Year Rate
14105 hours within past 8 years	7 Year Rate

(d)

**Applicable for Graduate Nurse Practitioners**

*The starting salary of the newly graduated Nurse Practitioner who is employed as a Registered Nurse (Graduate Nurse Extended Practice) [RN(GNEP)] or as a Registered Nurse Graduate Nurse Practitioner [RN(GNP)], shall be at the start rate and, once licensure is obtained as a Nurse Practitioner (Registered Nurse, Extended Practice) [NP(RNEP)], probation, if applicable, shall begin*

*and the Nurse Practitioner will be granted increments in accordance with Article 3803(a) retroactive to start date.*

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

**3805** Increments:

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

**3806** If new classifications which come under the scope of this Agreement are created during the term of this Agreement, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Employer will inform the Union of the proposed rates of pay for such positions. If the Union wishes to enter into negotiations on these rates of pay it will so inform the Employer within seven (7) days and negotiations will commence within an additional ten (10) days, which time may be extended by mutual agreement between the Employer and the Union. If the parties are unable to reach agreement concerning the rates of pay the dispute shall, at the request of either or both parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at Article 1302.

**3807** Retroactivity:

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

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

**3808** Should an error be made in a nurse's pay which results in a loss of seven and three-quarter (7.75) hours or more of regular pay, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than seven and three-quarter (7.75) hours of regular pay, the correction will be made on the next scheduled pay day.

## **ARTICLE 39 -- EMPLOYEE BENEFIT PROGRAM**

### **3901 Dental Plan:**

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

### **Applicable for Health Sciences Centre and CancerCare Manitoba sites only:**

#### **Dental Plan:**

The current dental plan will pay a percentage of basic and major dental expenses in accordance with the current Manitoba Dental Association Fee Schedule.

### **3902 Disability & Rehabilitation:**

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

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

### **3903 Health Spending Account**

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

The annual HSA benefit amounts shall be:

April 1, 2011	- \$500.00 for full-time nurses
	- \$250.00 for part-time nurses
April 1, 2022	- \$700.00 for full-time nurses
	- \$350.00 for part-time nurses

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

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

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

Nurses, who become enrolled in the “Enhanced” Extended Health Care Plan will commence HSA coverage following one (1) year participation in the “Enhanced” Extended Health Care Plan.

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

## ARTICLE 40 -- OVERPAYMENTS

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

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

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

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

It is understood that where the Employer is required, or has received consent, to remit a deduction from the wages of a nurse, that the Employer is responsible to ensure those deductions are remitted appropriately and in compliance with the necessary conditions of

such remittance. Where the Employer has failed to remit as required and as a result of that failure the nurse has been denied access to a benefit which they would otherwise have received but for the failure to remit, the Union on behalf of the nurse is able to seek, through the grievance process, appropriate redress for any and all incurred losses. All appeal processes under the applicable plan must be exhausted prior to any grievance being initiated through the grievance process. The jurisdiction of an arbitrator appointed pursuant to the grievance process to interpret and apply any applicable benefit plan shall be limited to the application of this provision.

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

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

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

## **ARTICLE 41 -- STAFF ORIENTATION**

**4101** The Employer shall provide an appropriate orientation program for nurses newly employed. The orientation program shall include such essential information as policies, nursing procedures, the location of supplies and equipment, fire, safety and disaster plans. Further, an orientation program shall be provided upon request for nurses returning from an extended leave of absence or moving to a new area of practice. Notwithstanding the above, specialty areas may require extended orientation programs.

**4102** The Employer shall provide a program of inservice education for nurses pertinent to patient/resident/client care. Such program of inservice shall be of sufficient nature to properly familiarize the nurse with all relevant aspects of duties and responsibilities.

**4103** The Employer shall provide, access to reference materials as is required in relation to maintaining current knowledge of general nursing care.

## **ARTICLE 42 -- EMPLOYER-INITIATED MOBILITY**

**4201** It is the desire of, and in the best interest of, the parties to work toward the avoidance of job loss by providing for the mobility of nurses within and between Employers Organizations.

The parties recognize that it is in the best interest of patient/resident/client care to retain the knowledge and expertise of health care providers within the programs and the parties wish to promote career opportunities by removing systemic barriers.

The parties agree to work towards a systemic labour adjustment plan utilizing a provincial attrition model where reasonable, and utilizing any other programs as agreed to by the parties.

**4202** In the event that this Article conflicts with the terms of any other existing Article within the Collective Agreement, the terms of this Article shall prevail (unless otherwise specified).

**4203**

(a) In the event of a transfer/closure/consolidation/merger of one or more of the programs and/or facilities and/or sites, the Employer(s) will notify the Union, where possible\*, at least ninety (90) days prior to the implementation date unless otherwise provided for in the applicable Collective Agreement. The Employer(s) will determine the estimated number and types of positions available, and update such data as the reconfiguration/implementation plans are defined.

\*lesser notice may be given only in exceptional circumstances.

(b) The Employer(s) and Union shall meet within thirty (30) days of notice provided for in Article 4203 (a) to discuss issues arising out of the transfer of nurses.

(c) The Employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the Union:

- any positions affected
- where applicable, number of vacancies and/or new positions created at the receiving facility/program/site
- up to date seniority lists
- pertinent classification information
- relevant time frames

**4204** Staff Mobility

**A. Transfers with Programs**

1. When programs are transferred, consolidated, or merged from one or more facilities/programs/sites to another, the Employer(s) will determine the number of nurses required by classification.

Where, in the event of a transfer/closure/consolidation/merger of one or more of the programs and/or facilities and/or sites, an affected nurse's worksite/originating site is moved from one (1) city or town to another city or town potentially requiring

a change of residence by the nurse, the Union and the nurse shall be given notice of the move three (3) months in advance of the date upon which the move of the nurse is to be effected. Such notice shall be provided in writing to the Union and the affected nurse by the Employer.

Should the nurse accept the position requiring relocation they may request that the effective date of the relocation be deferred by up to one (1) month for personal reasons such as the impact on school-age children.

Where a nurse has accepted relocation involving a change in residence, they shall be reimbursed as per the MOU #26 re: Relocation Expenses for Program Transfers.

Qualified nurses affected will first be given the opportunity to move with the facility(ies)/program(s)/site(s), before other nurses. Where excess numbers of nurses wish to move, nurses will be selected in descending order of seniority. Where an insufficient number of nurses by classification volunteer to move, the remaining vacancies shall be filled by utilizing the job posting/recall procedures in the applicable Collective Agreement. Where a nurse is not able or elects not to move, the provisions of Article 27 will apply.

2. If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer affected nurses from the sending facility(ies)/program(s)/site(s) to fill the vacancies commencing with the most junior qualified nurse. A nurse shall not be compelled to accept a transfer where the receiving facility/program/site is greater than fifty (50) kilometres from the sending facility/program/site. In such case, where a nurse declines to accept a position at the receiving facility(ies)/program(s)/site(s), and no similar position is available at the sending facility(ies)/program(s)/site(s) for which the nurse is qualified, the nurse may exercise their seniority rights (deletion/bumping) or be placed on layoff in accordance with Article 27. 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 their seniority rights, subject to their ability, performance and qualifications, to displace a nurse in a position of equal or lower classification within any of the other sites comprising the Employer. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.
3. Nurses who are transferred in accordance with this Article shall retain seniority, service, and all other benefits as specified hereinafter:
  - (a) continuous service date
  - (b) accumulated income protection benefits;
  - (c) length of employment applicable to rate at which vacation is earned;
  - (d) length of employment applicable to pre-retirement leave;
  - (e) length of employment applicable for qualification for the Magic 80 (as per the terms and conditions of the applicable pension plan) pension provisions;

- (f) length of employment applicable to next increment date;
  - (g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and condition;
  - (h) seniority credits (in accordance with receiving Collective Agreement).
  - (i) transfer of current vacation hours unless the nurse elects to have their current vacation hours paid out by the previous Employer at the time of the transfer;
  - (j) placement at the greater of the nurse's salary level at the sending facility/program/site, or in accordance with the recognition of previous experience clause(s) in Article 38.
  - (k) where a nurse transfers prior to the completion of maternity leave return of service requirements, the nurse shall be allowed to complete the return of service requirements at the receiving facility(ies)/programs(s)/site(s).
4. Nurses who are transferred in accordance with this Article will be treated in all respects as if they had always been nurses of the receiving facility(ies)/programs(s)/site(s).

To ensure the accuracy of the calculation of seniority and service of transferred nurses, the Employer(s) will provide sufficient information to verify an accurate calculation has been made.

5. The receiving facility(ies)/program(s)/site(s) will provide an orientation period to nurses transferring to new facility(ies)/program(s)/site(s) and shall take into consideration the individual needs of the transferring nurse(s). The orientation period shall be of sufficient duration to assist the nurse in becoming familiarized with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

It is further agreed that periods of orientation shall be considered time worked.

Issues related to orientation will be referred immediately to the Employers Organization Nursing Advisory Committee, in order to ensure a standardized, effective orientation structure, duration and content across the Employers Organizations.

6. No new probationary/trial period will be served by transferring nurses. Any transferring nurse who had not yet completed their probationary/trial period at the sending facility/program/site will complete the balance of the period required at the receiving facility/program/site.
7. Should the transferred nurse decide not to remain at the receiving facility/program/site, such nurse shall provide written notice to the receiving facility/program/site no later than sixty (60) days following the date of transfer. The nurse shall be entitled to be placed on the Central Redeployment list and the recall list of the sending facility(ies)/program(s)/site(s).

8. It is agreed that vacation earned at the sending facility/program/site shall not be paid out upon transfer unless the nurse requests.

In the event a nurse elects to have their accrued vacation transferred, it does not mean that the previously approved vacation dates will be honored at the receiving facility/program/site. The receiving Employer will schedule the remaining vacation in consultation with the nurse, based on operational requirements and in accordance with Article 21.

In the event a Transfer of Program as per Article 4204 (A), the parties agree that where affected nurses hold accrued seniority and service at multiple Employers/facilities/programs/sites, the parties will review the effect of the restructuring on such nurses to ensure fairness and equity in the recognition of seniority and service.

#### **B. Temporary Transfer of Nurses**

1. To facilitate temporary transfers within and between Employers Organizations to facilities/programs/sites experiencing a need for additional nurses on a sporadic or episodic basis, nurses qualified to perform the work from other facilities/programs/sites, as determined by the Employer(s), shall be offered the opportunity to work in the facility(ies)/program(s)/site(s) experiencing the need for additional nurses.

Temporarily transferred nurses shall be paid the greater of six dollars (\$6.00) per hour or fifteen percent (15%) (effective October 14, 2021) above their normal rate of pay for all hours worked at the receiving facility/program/site.

2. Temporary transfers shall not be implemented until the applicable provisions of the Collective Agreement of the receiving facility/program/site relating to the assigning of occasional additional shifts are fulfilled. Before transferring nurses, the Employer shall first seek to prebook remaining available shifts on the basis of voluntary eligible overtime.
3. The temporarily transferred nurses will continue to be covered by the terms of the sending facility's/program's/site's Collective Agreement.
4. Where an insufficient number of qualified nurses volunteer to be temporarily transferred, the Employer reserves the right to transfer nurses (based on operational requirements at affected facilities/programs/sites) from such facility(ies)/program(s)/site(s) as determined by the Employer, commencing with the most junior qualified nurse (regardless of classification) at the sending facility(ies)/program(s)/site(s) for a maximum of six (6) weeks duration, unless otherwise mutually agreed between the nurse and the Employer.

A nurse shall not be compelled to transfer to a facility/program/site greater than fifty (50) kilometres from their home facility/program/site.

The Employer agrees that this provision (#4) shall be utilized only under extenuating and emergency circumstances, and further, shall be implemented only in accordance with the provisions of Article 1001 of the Collective Agreement.

5. Temporarily transferred nurses will be provided with a daily “work disruption” allowance, for each day actually worked as follows:

- (a)
 

Between 1 – 49 km between sending and receiving site	- \$40
Between 50 – 99 km between sending and receiving site	- \$80
Between 100 – 149 km between sending and receiving site	- \$130
150 km or more between sending and receiving site	- \$180

and

- (b) Where a nurse is temporarily transferred and due to the distance involved requires accommodations, the Employer shall pay actual travel time at the nurse’s regular rate of pay for one-time return travel between the sending and receiving locations. All travel expenses, accommodations, as well as a daily per diem of sixty dollars (\$60.00) will be paid for the duration of the transfer, including days in which the nurse has not worked.
6. The receiving facility/program/site will provide an orientation period to the temporarily transferred nurse. The orientation shall be of sufficient duration to assist the nurse in becoming familiarized with essential information such as policies, procedures, routines, location of supplies and equipment, and fire and disaster plans. The orientation shall take into consideration the individual needs of the transferring nurse(s).

It is further agreed that periods of orientation shall be considered time worked.

Issues related to orientation will be referred immediately to the Employers Organization Nursing Advisory Committee, in order to ensure a standardized, effective orientation structure, duration and content across the Employers Organizations.

7. It is further agreed that should it be necessary to temporarily transfer nurses from one facility/program/site to another, in accordance with this Article as much notice as possible shall be provided to such nurse. Should the temporary transfer be required during the course of a scheduled shift, travel time from the sending to the receiving facility/program/site shall be considered time worked. If personal transportation is not available, transportation will be provided. Where a change in work schedule is required by the Employer (receiving facility/program/site) as a result of a transfer, the nurse(s) shall be compensated as per #10 below.

8. "Personal transportation" will be expanded to include the following:

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

- (a) Parking in close proximity to the "receiving facility/site" will be made available.
- (b) Parking expenses shall be reimbursed to the nurse by the Employer.
- (c) The nurse shall be eligible for transportation reimbursement in accordance with the prevailing Province of Manitoba mileage rates in accordance with the following formula, subject to a minimum guarantee of four dollars (\$4.00):

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

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

9. In the event of a temporary transfer which exceeds six (6) weeks in duration, and where a nurse has requested to discontinue their transfer and return to the sending facility/program/site, the Employer shall conduct a recanvass for volunteers amongst qualified nurses. Where there are insufficient volunteers to replace the temporarily transferred nurse, as per #4 above, the sending facility shall send the next most qualified junior nurse in order of ascending seniority to replace the temporarily transferred nurse requesting return.
10. Where a change in work schedule is required by the Employer (receiving facility/program/site) as a result of a temporary transfer, the nurse(s) shall be compensated with a Shift Disruption Allowance as described below for each shift that has been changed and worked by the nurse. The following rules shall apply:
- (a) Compensation of one of the following amounts as applicable per shift, whichever is greatest:
    - i. \$25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 1 hour and up to 4 hours; or

- ii. \$35 Impact Shift Changes: a change is made to the calendar day that a nurse was scheduled to work (no change to shift length or shift description); or
  - iii. \$50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 4 hours; a change is made to the shift length (eg: 8 to 12 hours); a change is made to the shift description (eg: from straight Days to Days/Nights, or from straight Days to Days/Evenings);
- (b) Shift disruption allowance will not be paid on days during which the nurse does not work or for shifts that have not been changed;
  - (c) Nurses shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless they are in an overtime situation as identified in the nurse(s) respective Collective Agreement and are now required to work additional hours.
  - (d) Changes to shift length must not cause a decrease to the nurses' EFT; and
  - (e) Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the nurse is scheduled as posted. If this posted schedule is disrupted the nurse shall be paid in accordance with 10. (a) above. When the transferred nurse is returned to their owned position, the Shift Disruption Allowance is not applicable.
11. The parties agree that the provisions of this Article are intended to satisfy the requirements of Article 1001 (b) except where unusual working conditions related to such emergency are not specifically contemplated herein.
12. Where distance is indicated herein, it is understood to be the distance measured in kilometres by the most direct route by serviceable public roadway between applicable locations.

## **APPENDIX “A” -- SALARIES**

Each nurse currently employed within an Employers Organization on date of ratification (October 14, 2021) shall be entitled to a one-time lump sum payment calculated on the following basis:

\$0.50 per hour for all hours paid at the nurse’s regular rate of pay between October 1, 2020 and September 30, 2021, subject to a minimum payment of \$500 total between all employers for which the nurse is employed.

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

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

Nurses on a leave of absence shall be deemed to be paid their regular rates based on their pre leave EFT subject to the time period above. Such nurses will receive the payment and will be required to report all earnings to any applicable third party payer/insurer.

As it relates to the minimum \$500 total, where a nurse has not received a minimum payment of \$500 as a total for all Employers from which the nurse has received such payment, the nurse shall have ninety (90) days to provide documentation of all information relevant to entitlements under signing bonus to their Employer(s) and the MNU in order to be appropriately compensated.

## APPENDIX “B” -- ACADEMIC ALLOWANCE

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

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

\$0.298 per hour for all paid hours (2015 annual hours)

\$0.318 per hour for all paid hours (1885 annual hours)

\$0.398 per hour for all paid hours (1950 annual hours)

- (b) For a Baccalaureate Degree in Nursing, or a Baccalaureate Degree in Psychiatric Nursing, or a Baccalaureate Degree in Science-Mental Health, or a University Certificate in Nursing, as described in (a) above, in addition to a Baccalaureate Degree in Arts or Science, or the equivalent in the opinion of the Employer. Newly graduated nurses with a Baccalaureate Degree in Nursing or Psychiatric Nursing shall have the allowance paid effective first day of work, subject to proof of degree provided within six (6) months of Employer request.

\$0.596 per hour for all paid hours (2015 annual hours)

\$0.637 per hour for all paid hours (1885 annual hours)

\$0.615 per hour for all paid hours (1950 annual hours)

- (c) For a Master's Degree in Nursing from a recognized university, or the equivalent in the opinion of the Employer. Effective April 1, 2022, this allowance is applicable for all classifications other than Nurse Practitioners.

\$0.893 per hour for all paid hours (2015 annual hours)

\$0.955 per hour for all paid hours (1885 annual hours)

\$0.923 per hour for all paid hours (1950 annual hours)

- (d) Effective April 1, 2021 - Applicable for Nurse Practitioners only:

\$1.50 per hour for all paid hours

**NOTE:** *Nurses, as at April 17, 2002, receiving academic allowances in excess of the above specified amounts shall continue to be paid at the higher rate.*

**NOTE:** *Nurses, as at April 17, 2002, receiving academic allowances for courses/degrees/certificates not listed above shall continue to receive Academic Allowances for these courses/degrees/certificates.*

## APPENDIX “C” -- OCCUPATIONAL CLASSIFICATIONS

### Applicable to all sites unless otherwise noted below:

**C.1** Occupational classifications are as follows:

**L.P.N. --** is a nurse entitled to practice as a Licensed Practical Nurse under the Licensed Practical Nurses’ Act of Manitoba.

**NURSE II --** is a Registered Nurse/Registered Psychiatric Nurse employed in a general duty position or its equivalent.

**NURSE III --**

- (a) is a Registered Nurse/Registered Psychiatric Nurse who is permanently assigned responsibility for the nursing activities of a group of nursing staff on a ward or unit and who may assume designated duties of a Manager in their absence.
- (b) is a Registered Nurse/Registered Psychiatric Nurse in a position of equivalent responsibility as determined by the Employer.

**NURSE IV --**

- (a) A Nurse Educator is a Registered Nurse/Registered Psychiatric Nurse in a position of equivalent responsibility as determined by the Employer.
- (b) is a Registered Nurse/Registered Psychiatric Nurse in a position of equivalent responsibility as determined by the Employer.

**CLINICAL NURSE SPECIALIST --** is a Registered Nurse with academic preparation at the Master’s level (nursing science), possessing expertise in a clinical nursing speciality, and who is assigned to a position designated by the Employer as Clinical Nurse Specialist.

**NURSE PRACTITIONER --** is a Registered Nurse who is on the Extended Practice roster of the College of Registered Nurses of Manitoba who is employed in a position that is designated by the Employer as a Nurse Practitioner.

**OPERATING ROOM TECHNICIAN I --** is a nurse who has graduated from a formal course in Operating Room Technology approved by the Employer.

**OPERATING ROOM TECHNICIAN II --** is a nurse who has graduated from a formal Operating Room Technology course approved by the Employer, with additional responsibilities for evaluating and orientating Operating Room Technicians.

**Applicable @ Cancer Care Manitoba**

**C.1** Occupational classifications are as follows:

**Nurse II --** is a Registered Nurse employed in a general duty position, or its equivalent, who provides nursing care to a group of patients receiving assessment, treatment and/or follow-up at the CCMB.

**Nurse III --** is a Registered Nurse who provides education and/or consultation to Nurse II's or who is in a position of equivalent responsibility in the opinion of the Employer.

**Nurse IV --** is a Registered Nurse who is permanently assigned responsibility for the nursing activities and staff in a specific area; or a Registered Nurse employed as the Co-ordinator of a recognized radiation technology program, or who is in a position of equivalent responsibility in the opinion of the Employer.

**L.P.N. --** is a nurse entitled to practice as a Licensed Practical Nurse under the Licensed Practical Nurses' Act of Manitoba.

**ORT --** is a person who has graduated from a formal course in operating technology and who is employed as an Operating Room Technician.

**CLINICAL NURSE SPECIALIST** - is a Registered Nurse with academic preparation at the Master' level, with primary responsibility to apply advanced nursing theory with respect to the continuum of care for the target patient population. The Clinical Nurse Specialist is focused in the following areas: program development, advance clinical practice, education, leadership, consultation and research.

**NURSE PRACTITIONER --** is a Registered Nurse who is on the Extended Practice roster of the College of Registered Nurses of Manitoba who is employed in a position that is designated by the Employer as a Nurse Practitioner.

**Applicable @ Eden Mental Health Centre**

**C.1** Occupational classifications are as follows:

(a) **NURSE II --** A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.

(b) **NURSE III --** A nurse who is permanently assigned responsibility for the nursing activities of a small group of nursing staff on a unit or ward.

(c) **Nurse Practitioner --** is a Registered Nurse who is on the Extended Practice roster of the College of Registered Nurses of Manitoba who is employed in a position that is designated by the Employer as a Nurse Practitioner.

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

**Applicable @ Rehabilitation Centre for Children**

C.1 Occupational classifications are as follows:

- (a) **NURSE II** -- A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
- (b) **NURSE III** -- A Day Charge Nurse.
- (c) **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).
- (d) **L.P.N.** -- A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.
- (e) **CLINICAL NURSE SPECIALIST** – is a Registered Nurse with academic preparation at the Master's level (nursing science). Possessing expertise in a clinical nursing specialty, and who is assigned to a position designated by the Employer as a Clinical Nurse Specialist.
- (f) **NURSE PRACTITIONER** -- is a Registered Nurse who is on the Extended Practice roster of the College of Registered Nurses of Manitoba who is employed in a position that is designated by the Employer as a Nurse Practitioner.

**Applicable @ Breast Health Centre, Crisis Response Services, MAID Services**

C.1 Occupational classifications are as follows:

**L.P.N.** -- A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.

**NURSE II** -- A Registered Nurse or a Registered Psychiatric Nurse employed in a general duty position or its equivalent; or a Registered Nurse employed as an Immunization Nurse, STD Clinic Liaison Nurse or Community Based Direct Service Nurse.

**NURSE III --** A nurse employed as a Primary Care Nurse or 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 their absence or a nurse employed as a Clinical Resource Nurse or a nurse employed as a Nurse Clinician.

**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 employed as a Public Health Nurse or Occupational Health Nurse

**NURSE V -** A Public Health Nurse employed as a Team Leader or Coordinator

**CLINICAL NURSE SPECIALIST -** A Registered Nurse with academic preparation at the Master's level (nursing science), possessing expertise in a clinical nursing speciality, and who is employed in a position designated by the Employer as Clinical Nurse Specialist.

**NURSE PRACTITIONER --** is a Registered Nurse who is on the Extended Practice roster of the College of Registered Nurses of Manitoba who is employed in a position that is designated by the Employer as a Nurse Practitioner.

**Applicable @ Diagnostic Services**

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

## APPENDIX “D” -- SITE LIST

<b><u>Bargaining Unit</u></b>	
Interlake Eastern Health Region Employers Organization	
<b><u>Employer List</u></b>	<b><u>Site List</u></b>
Interlake Eastern Regional Health Authority (IERHA) (Direct Operations)	Arborg and District Health Centre
	Beausejour Health Centre
	Berens River Renal Health Centre
	E.M. Crowe Health Centre ( <i>Eriksdale</i> )
	East Gate Lodge ( <i>Beausejour</i> )
	Fisher Branch Personal Care Home
	Hodgson Renal Health Centre
	Johnson Memorial Hospital ( <i>Gimli</i> )
	Kin Place Health Complex ( <i>Oakbank</i> )
	Lakeshore District Health Centre ( <i>Ashern</i> )
	Lundar Personal Care Home
	Pine Falls Health Complex
	Selkirk Regional Health Centre (includes Quick Care)
	Stonewall and District Health Centre (includes Rosewood Lodge)
	Teulon Hunter Memorial Health Centre
	Whitemouth Health District
	Winnipeg River Health District – Lac du Bonnet
	Winnipeg River Health District – Pinawa Hospital
	Home Care Program
	Public Health Program
	Mental Health Program (CSU, RAAM, Mental Health Liason Nurse)
Betel Home Foundation *	Gimli Site
	Selkirk Site

\* Identifies non-transferred sites

<b><u>Bargaining Unit</u></b>	
Southern Health Region Employers Organization	
<b><u>Employer List</u></b>	<b><u>Site List</u></b>
Southern Health Santé-Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Altona Community Memorial Health Centre
	Bethesda Regional Health Centre/Bethesda Place ( <i>Steinbach</i> )
	Boundary Trails Health Centre ( <i>Winkler</i> )
	Boyne Lodge Personal Care Home ( <i>Carman</i> )
	Carman Memorial Hospital
	Centre de Santé Notre Dame Health Centre
	Centre de Santé St. Claude Health Centre
	Centre Medico DeSalaberry District Health Centre ( <i>St. Pierre-Jolys</i> )

	Douglas Campbell Lodge ( <i>Portage la Prairie</i> )
	Eastview Place ( <i>Altona</i> )
	Emerson Health Centre
	Foyer Notre Dame Inc.
	Hôpital Ste. Anne Hospital
	Lions Prairie Manor ( <i>Portage la Prairie</i> )
	Lorne Memorial Hospital ( <i>Swan Lake</i> )
	MacGregor Health Centre
	Morris General Hospital
	Clinique Notre Dame Clinic
	Pembina-Manitou Health Centre
	Portage District General Hospital
	Red River Valley Lodge ( <i>Morris</i> )
	Repos Jolys ( <i>St. Pierre-Jolys</i> )
	Gladstone Health Centre ( <i>Gladstone</i> )
	Third Crossing Manor ( <i>Gladstone</i> )
	Vita & District Health Centre (Vita & District Health Centre and Vita & District Personal Care Home)
	Home Care Program
	Public Health Program
	Primary Health Program
	Mental Health Program
Villa Youville *	Villa Youville ( <i>Ste. Anne-des-Chênes</i> )
Rock Lake Health District *	Rock Lake Health District Hospital ( <i>Crystal City</i> ), Rock Lake District Personal Care Home ( <i>Pilot Mound</i> ) & Prairie View Lodge ( <i>Pilot Mound</i> )
Menno Home for the Aged *	Menno Home for the Aged ( <i>Grunthal</i> )

\* Identifies non-transferred sites

<b><u>Bargaining Unit</u></b> Winnipeg-Churchill Health Region Employers Organization	
<b><u>Employer List</u></b>	<b><u>Site List</u></b>
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Churchill Health Centre
	Victoria Hospital
	Deer Lodge
	Grace Hospital
	River Park Gardens
	Middlechurch Home of Winnipeg
	Pan Am Clinic
	WRHA - Nurse Practitioners ***
	WRHA - Clinical Nurse Specialists ***
	WRHA - Home Care Program ***
	WRHA - Public Health Program ***
	WRHA - Primary Care Program ***
	WRHA - Regional Programs ***
	Endoscopy
	Sleep Lab
	OESH
	Emergency
	MB Renal Program
	Blood Management

	<i>Continuing Care ( Long Term Care)</i> <i>Geriatrics – Rehab</i> <i>Critical Care</i> <i>Heart Cath Lab</i> <i>Cardiac Sciences</i> <i>IP&amp;C</i> <i>Hip and Knee</i> *** (applicable to only WRHA Corporate/Regional Community Health Services)
Actionmarguerite (Saint-Boniface) *	Actionmarguerite (Saint-Boniface)
Actionmarguerite (St. Joseph) *	Actionmarguerite (St. Joseph)
Actionmarguerite (Saint-Vital) *	Actionmarguerite (Saint-Vital)
Bethania Mennonite Personal Care Home *	Bethania Mennonite Personal Care Home
Centre de santé Saint-Boniface *	Centre de santé Saint-Boniface
Concordia Hospital *	Concordia Hospital
The Convalescent Home of Winnipeg *	The Convalescent Home of Winnipeg
Donwood Manor *	Donwood Manor
Fred Douglas Lodge Society *	Fred Douglas Lodge Society
Golden Links Lodge *	Golden Links Lodge
Holy Family Home *	Holy Family Home
Klinik Community Health *	Klinik Community Health
LHC Personal Care Home *	LHC Personal Care Home
Luther Home *	Luther Home
Manitoba Baptist Home Society (Meadowood Manor)*	Manitoba Baptist Home Society (Meadowood Manor)
Misericordia Health Centre *	Misericordia Health Centre
Mount Carmel Clinic *	Mount Carmel Clinic
Nine Circles Community Health Centre *	Nine Circles Community Health Centre
Nor'West Co-op Community Health Centre *	Nor'West Co-op Community Health Centre
Pembina Place Mennonite Personal Care Home *	Pembina Place Mennonite Personal Care Home
Riverview Health Centre *	Riverview Health Centre
St. Boniface Hospital *	St. Boniface Hospital
The Salvation Army Golden West Centennial Lodge *	The Salvation Army Golden West Centennial Lodge
The Saul and Claribel Simkin Centre Personal Care Home (The Simkin Centre)*	The Saul and Claribel Simkin Centre Personal Care Home (The Simkin Centre)
Seven Oaks General Hospital *	Seven Oaks General Hospital
Southeast Personal Care Home *	Southeast Personal Care Home
Women's Health Clinic *	Women's Health Clinic

\* Identifies non-transferred sites

<b>Bargaining Unit</b> <b>Shared Health Employers Organization</b>	
<b>Employer List</b>	<b>Site List</b>
Shared Health (SH) (Direct Operations)	Health Sciences Centre
	Crisis Response Services
	MAID services

	Breast Health Centre
	SH Float Pool
	Diagnostic Services
CancerCare Manitoba *	
Eden Mental Health Centre ( <i>Winkler</i> ) *	
Manitoba Adolescent Treatment Centre *	
Rehabilitation Centre for Children *	

\* Identifies non-transferred sites

### **Bargaining Unit**

#### **Prairie Mountain Health Region Employers Organization**

<u>Employer List</u>	<u>Site List</u>
Prairie Mountain Regional Health Authority (PMRHA) (Direct Operations)	Baldur Health Centre
	Birtle Health Centre
	Boissevain Health Centre
	Brandon Regional Health Centre
	Bren-del-win Lodge ( <i>Deloraine</i> )
	Carberry Health Centre
	Child & Adolescent Treatment Centre ( <i>Brandon</i> )
	Community Based Mental Health Program
	Country Meadows Personal Care Home ( <i>Neepawa</i> )
	Dauphin Regional Health Centre
	Davidson Memorial Health Centre ( <i>Cartwright</i> )
	Deloraine Health Centre
	Elkhorn Personal Care Home
	Erickson Health Centre
	Fairview Home ( <i>Brandon</i> )
	Gilbert Plains Health Centre
	Glenboro Health Centre
	Grandview Hospital
	Grandview Personal Care Home
	Hamiota Health Centre
	Hartney Health Centre
	McCreary Alonsa Health Centre
	Melita Health Centre

	Mental Health Crisis Services Program (includes Mobile Crisis Services, CSU, RAAM)
	Minnedosa Hospital
	Minnedosa Personal Care Home
	Neepawa Health Centre
	Primary Health Care Program
	Residential Care Centre (McTavish Manor Brandon)
	Reston Health Centre
	Rideau Park ( <i>Brandon</i> )
	Rivers Health Centre
	Roblin District Health Centre
	Rosburn Health Centre
	Russell Hospital
	Russell Personal Care Home
	Sandy Lake Personal Care Home
	Shoal Lake – Strathclair Health Centre
	Souris Health Centre
	Sherwood Personal Care Home ( <i>Virden</i> )
	St. Paul's Home ( <i>Dauphin</i> )
	Swan River Valley Personal Care Home
	Swan Valley Health Centre (including Swan Valley Lodge, Benito Health Centre)
	Tiger Hills Health Centre ( <i>Treherne</i> )
	Tri-Lake Health Centre ( <i>Killarney</i> )
	Virden Health Centre
	Wawanesa Health Centre
	West-Man Nursing Home ( <i>Virden</i> )
	Westview Lodge ( <i>Boissevain</i> )
	Home Care Program
	Public Health Program
	Regional Programs <i>Regional Clinical Education</i> <i>Infection Prevention and Control</i> <i>Palliative Care</i> <i>Nurse Practitioners</i> <i>Chemotherapy</i> <i>Wound Ostomy</i>
Ste. Rose Hospital *	Ste. Rose Hospital
Winnipegosis Health Centre *	Winnipegosis Health Centre

Dinsdale Personal Care Home *	Dinsdale Personal Care Home ( <i>Brandon</i> )
Dr. Gendreau Personal Care Home *	Dr. Gendreau Personal Care Home ( <i>Ste. Rose</i> )

\* Identifies non-transferred sites

<b><u>Bargaining Unit</u></b> Northern Health Region Employers Organization	
<b><u>Employer List</u></b>	<b><u>Site List</u></b>
Northern Regional Health Authority (NRHA) (Direct Operations)	Flin Flon General Hospital (including Flin Flon Clinic, Flin Flon Personal Care Home, Northern Lights Manor)
	Gillam Hospital
	Leaf Rapids Health Centre
	Lynn Lake Hospital
	Snow Lake Health Centre
	The Pas Health Complex (including St. Anthony's General Hospital, St. Paul's Residence, The Pas Clinic)
	Thompson General Hospital (including Northern Consultation Clinic, Northern Spirit Manor, Thompson Clinic, Hope North Recovery Centre for Youth)
	Home Care Program
	Public Health Program

## **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 (1) hour on Employer 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 site/worksite 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 Employer business and not expected to arrive back to the nurse's residence before 7:30 p.m. when a meal break not taken.

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:

**Individual Meals**

	<b><u>Breakfast</u></b>	<b><u>Lunch</u></b>	<b><u>Dinner</u></b>
(a) In areas covered by Remoteness Allowance Effective April 1, 2013	\$8.35	\$10.35	\$17.90
(b) In all other areas  Effective April 1, 2013	\$7.85	\$9.85	\$16.70

When the "Province of Manitoba Meals & Miscellaneous Expenses" rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

- 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  Effective April 1, 2013	\$36.60
(b) In all other areas  Effective April 1, 2013	\$34.40

When the "Province of Manitoba Meals & Miscellaneous Expenses" rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

- 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:

Effective April 1, 2013 - \$5.80 per day

- (b) at least three and one-half (3½) 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.

When the "Province of Manitoba Meals & Miscellaneous Expenses" rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

**302** A nurse in travel status is not entitled to the above allowances.

**303** 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 Employer, 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.

## INCIDENTALS ALLOWANCE

**401** A nurse who is in travel status may claim an incidentals allowance for each night of:

- (a) commercial accommodation  
Effective April 1, 2007 - \$4.60

- (b) non-commercial accommodation  
Effective April 1, 2007 - \$3.20

When the "Province of Manitoba Meals & Miscellaneous Expenses" rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

**402** The incidentals allowance covers reimbursement for all incidental expenses except as provided in Article 5 – Miscellaneous Expenses During Travel.

## MISCELLANEOUS EXPENSES DURING TRAVEL

### 501 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.

### 502 Laundry

- (a) Laundry charges must be supported by receipts and may only be claimed where the nurse is travelling on Employer 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.

### 503 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.

### 504 Telephone and Facsimiles

- (a) Charges for telephone calls and facsimiles necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or faxed 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 seventy-eight cents (\$4.78) for each period of three (3) consecutive nights away from the nurse's residence on Employer business and overnight accommodation is involved.

## **TRAVEL STATUS – RETURN HOME OVER A WEEKEND**

- 601** 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.
- 602** If travel is by Employer vehicle, this cost should be evaluated at the per kilometer rate applicable for personal distance travelled for that class of vehicle.

## **ACCOMMODATIONS**

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

## **DEFINITIONS**

- 801** “Travel Status” means absence of the nurse from the nurse’s permanent work location on Employer-approved business involving travel and accommodation.

## APPENDIX “F” -- BI-WEEKLY REMOTENESS ALLOWANCES

Remoteness Allowances shall be paid to nurses subject to the following eligibility criteria and conditions:

### A. Single or Dependent Allowance

Single status will be assumed for all nurses eligible for Remoteness Allowances, and claims for dependent rate will be subject to the following criteria and conditions:

1. The nurse shall be supporting one or more dependents where a dependent includes:
  - spouse or common-law, including same sex partner, living with and dependent on the nurse for main and continuing support; this is presumed to be the spouse or common-law spouse 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 with a mental or physical disability
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 (1) 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 Employer when first requesting the allowance, and at the request of the Employer. However, the nurse is responsible to provide appropriate attestation to the Employer when any change occurs in the eligibility of a dependent.
4. Where both spouses or common-law partners are employees of the Employer to which these criteria eligibility apply, the dependent rate will be paid to one spouse or common-law partner only and the other one will not receive either the dependent or single rate of Remoteness Allowance, or the employees can receive one-half of the dependent rate each.

B. Calculation of and Eligibility for Daily rates:

Remoteness Allowances are to be determined separately from hourly wage rates. 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.

1. The nurse shall receive 1/10<sup>th</sup> of the bi-weekly rate for every day the nurse is at work irrespective of the number of hours worked, so long as a minimum of one hour is worked that day.
2. Where a nurse regularly works a shift above the normal daily hours (7.75), the allowance will be provided on a prorated basis.
3. For each day that the nurse is recognized as being on "stand-by".

C. Locations and Residence:

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

D. Limitations:

The Remoteness Allowances for the various sites for nurses who are single or supporting dependent(s) as indicated, represent a maximum hourly taxable allowance relative to paid employment. They are payable during recognized holidays and vacations taken during continued employment, while receiving income protection benefits. 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 bi-weekly earnings in calculation of vacation wages on termination of employment.

E. Geographic Eligibility:

No location will be included for Remoteness Allowance that is two hundred and fifty (250) kilometers 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) kilometers 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 kilometers. 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.

- F. 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 April 1, 2017		Effective March 31, 2018		Effective September 29, 2018	
	Dependent	Single	Dependent	Single	Dependent	Single
Berens River	\$287.82	\$165.01	\$290.70	\$166.66	\$293.61	\$168.33
Churchill	\$277.95	\$168.64	\$280.73	\$170.33	\$283.54	\$172.03
Cormorant	\$162.28	\$103.48	\$163.90	\$104.51	\$165.54	\$105.56
Cranberry Portage	\$139.05	\$87.61	\$140.44	\$88.49	\$141.84	\$89.37
Cross Lake	\$309.48	\$178.90	\$312.57	\$180.69	\$315.70	\$182.50
Flin Flon	\$120.32	\$74.85	\$121.52	\$75.60	\$122.74	\$76.36
Gillam	\$247.25	\$149.59	\$249.72	\$151.09	\$252.22	\$152.60
Ilford	\$369.40	\$211.44	\$373.09	\$213.55	\$376.82	\$215.69
Leaf Rapids	\$190.85	\$118.47	\$192.76	\$119.65	\$194.69	\$120.85
Lynn Lake	\$197.10	\$119.32	\$199.07	\$120.51	\$201.06	\$121.72
Nelson House	\$210.72	\$128.67	\$212.83	\$129.96	\$214.96	\$131.26
Norway House	\$275.27	\$157.41	\$278.02	\$158.98	\$280.80	\$160.57
Oxford House	\$334.51	\$191.37	\$337.86	\$193.28	\$341.24	\$195.21
Pikwitonie	\$269.87	\$161.65	\$272.57	\$163.27	\$275.30	\$164.90
Sherridon	\$219.77	\$134.80	\$221.97	\$136.15	\$224.19	\$137.51
Snow Lake	\$165.10	\$102.63	\$166.75	\$103.66	\$168.42	\$104.70
The Pas	\$112.91	\$69.01	\$114.04	\$69.70	\$115.18	\$70.40
Thicket Portage	\$269.29	\$161.23	\$271.98	\$162.84	\$274.70	\$164.47
Thompson	\$179.76	\$126.31	\$181.56	\$127.57	\$183.38	\$128.85
Wabowden	\$230.72	\$157.45	\$233.03	\$159.02	\$235.36	\$160.61
Waterhen	\$142.55	\$89.16	\$143.98	\$90.05	\$145.42	\$90.95

The Employer and the Union further agree that any improvement to this policy which is made by the Provincial Government will equally affect all nurses who come under the scope of this Agreement.

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

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

The ratification date of the current Collective Agreement occurred on October 14, 2021.

**2. Re: Manitoba Health Premiums (*n/a @ Breast Health Centre*)**

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.

**3. 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.

**4. Re: Shifts of Less than 7.75 Hours (*n/a @ Breast Health Centre*)**

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. 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 their scheduled shift, the nurse shall be paid for all hours worked beyond the shift at their 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) hours, 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, the nurse shall be paid for those hours at their 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.

## **5. Re: Agency Nurses**

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

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

The Employer further agrees to meet with the Union on a quarterly basis through the NAC meeting process, 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. Included in the data provided will be hours of agency nurses used by classification, and separated by region and site. Such report will be provided to MNU Central on a quarterly basis to facilitate discussion. It is understood that the information provided may only be discussed at the NAC meetings, and shall not be disclosed or relied upon in any other forum other than the grievance/arbitration procedure.

Should there be questions arising from the report, such inquiries should be directed to the appropriate region for resolution.

## **6. 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 and D & R Plan and Employee Assistance 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.

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

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

may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

- (iv) Employer and employee contribution rates for the HealthCare Employees' Pension Plan – Manitoba (HEPP) to be increased as follows:

- April 1, 2013 –
  - Employer contribution rate to increase by 0.1% resulting in an overall contribution rate increase of 1.1%
  - Employee contribution rate to increase by 0.3% resulting in an overall contribution rate increase of 1.1%.
  - (resulting in the new rates of 7.9% up to YMPE and 9.5% for earnings in excess of YMPE)

## **8. Re: Group Registered Retirement Savings Plan**

The Employers and the Union mutually agree to work towards creation of a Group Registered Retirement Savings Plan (GRRSP) by January 1, 2003. Such plan shall provide for payroll deduction, and each nurse shall be responsible for determining their own available RRSP contribution under federal law.

## **9. Re: Joint Nursing Council**

1. There shall be a Council which shall be known as “The Joint Nursing Council” and shall consist of six (6) members of whom:

- (a) One shall be the Minister of Health or designate;
- (b) One shall be appointed by the Executive Council of the Government of Manitoba;
- (c) One shall be appointed by the Health Senior Leadership Council;
- (d) Three shall be appointed by the Manitoba Nurses' Union

2. The Joint Nursing Council shall be chaired by the Minister of Health or designate.

3. The Joint Nursing Council shall meet at such times as it may determine, and at such other times as may be determined by the Chairperson, in consultation with the members, at minimum, once annually.

4. The Joint Nursing Council shall consult on any suggestions or requests made by members of the Council concerning:

- (a) Working conditions and work-life issues;
- (b) Recruitment and retention of nurses;

- (c) Any other issue considered to improve patient care and contribute to the efficient management of the health care system.

5. The Joint Nursing Council shall endeavour to promote and maintain good will between Employers and the Manitoba Nurses' Union, and encourage free and frank discussion of all problems, with a view to reaching mutually acceptable resolutions.

## **10. Re: Buyback of Healthcare Employees' Pension Plan (HEPP) Pension**

Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

## **11. Re: Participation in PHCLA/Redeployment**

All facilities except St. Amant Centre will agree to participate in the Provincial Health Care Labour Adjustment/Redeployment Program. Letter of Agreement for new participants to be appended to the Collective Agreement.

### **LETTER OF UNDERSTANDING ON REDEPLOYMENT PRINCIPLES**

#### **1. PURPOSE:**

- 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.

- 1.05 For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the "sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.06 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.07 "Central Redeployment List" means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

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

- 1.08 "Provincial Health Care Labour Adjustment Committee" (hereinafter referred to as the "Committee") refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, 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 the nurse has been permanently redeployed and has completed the trial period with a receiving employer, they shall relinquish any recall rights to their former employer unless the nurse is laid off from the receiving employer. Should the nurse be laid off from the receiving employer, they will be placed back on the recall list with the sending employer for the balance of time they would have been on the recall list. The nurse 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 in 1993. 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.

## **12. Re: Provisions for Part-time Nurses Occupying More Than One Position Within Sites Comprising the Employer**

Whereas the parties are in agreement to allow a nurse to hold more than one position within the Employer;

Therefore the parties are mutually agreed:

1. The definition of "position" shall be agreed as being: Occupational Classification, EFT, Unit(s), and rotation (i.e. day/evening, day/night, evening, night, day).
2. A part-time nurse shall be eligible to apply for and occupy more than one (1) part-time position within the Employer. A part-time nurse wishing to apply for an additional part-time position shall be required to indicate same on the application.
3. Approval to occupy more than one position shall be based on considerations related to the compatibility of work schedules of the positions and operational requirements and, if not conflicting, the application will be considered as per the MNU Collective Agreement.
4. The terms and conditions of employment shall be as provided in the MNU Collective Agreement, except that Article 1504(f) and 3404 shall have separate application for each position held.
5. \*Overtime shall be authorized time worked at a site which exceeds the normal daily shift as defined in Article 14 or the normal full-time hours in two (2) consecutive bi-weekly pay periods.
6. The sum total of the equivalent of one (1) EFT for positions occupied will not be exceeded. Should the sum of the positions occupied equal 1.0 EFT, the employment status will continue to be part-time unless a nurse holds more than one part-time position on the same unit and it is possible to amalgamate the positions to increase the employment status of the nurse, to full-time.
7. Where applications to occupy more than one position, are awarded, the terms and conditions shall be clearly outlined in the offer of position letter and shall include the following:
  - Master rotation and scheduling: In order that the Employer not incur overtime costs, the nurse is not able to be scheduled more than one shift in any one day.
  - Requests for scheduling of vacation, paid/unpaid LOA's etc. must be submitted to each manager or designate and will be considered independently.
  - All salary based benefits (e.g. group life, pension, D & R) and accrued benefits including seniority (vacation, income protection etc.), as applicable,

will be combined and calculated on the basis of the total of all active positions occupied.

- Should the ability to continue to work in more than one position be later found to be unworkable because of changes to the master rotation or restructuring, the nurse will be required to relinquish one of the occupied part-time positions, upon four (4) weeks' notice to the nurse by the Employer.
- Should the nurse determine they no longer wishes to work in more than one part-time position, they shall provide notice of termination of one of the positions, in accordance with the Collective Agreement.
- Overtime rates shall apply once the combined hours of work in two (2) consecutive biweekly pay periods reach full time hours.
- The nurse shall work with the managers involved to ensure the accuracy and compliance of the scheduling, benefits etc.

Where an application to occupy more than one (1) position cannot be considered, the nurse shall have the option of having their application considered and if awarded, relinquish their current position.

\*This article would be subject to MOU re: Article 1601

### **13. Re: Nurse Practitioner Positions**

The terms of the Collective Agreement shall be applicable to Nurse Practitioner positions except as modified hereinafter:-

The following shall apply to all Nurse Practitioner positions.

1. APPENDIX "B" shall apply effective April 1, 2021.
2. Article 2103(a) - A nurse occupying a Nurse Practitioner position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of Employment</u>	<u>Rates at Which Vacation Earned</u>
In the first ten (10) years	Twenty (20) days/four (4) weeks (155 hours) per year
In the eleventh (11 <sup>th</sup> ) to twentieth (20 <sup>th</sup> ) year inclusive	Twenty-five (25) days/five (5) weeks (193.75 hours) per year
In the twenty-first (21 <sup>st</sup> ) and subsequent years	Thirty (30) days/six (6) weeks (232.50 hours) per year

3. Article 2103 (b) – shall include those nurses occupying a Nurse Practitioner position.
4. Article 2103 (c) shall apply to nurses occupying a Nurse Practitioner position.

### **13A. Blank**

## **14. Re: Mentorship**

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

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

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

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

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

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

## **15. Re: Nurse Weekend Worker** (Hereinafter referred to as Weekend Worker)

Where the Employer chooses to implement a Weekend Worker position(s) the Employer and the Union mutually agree that the following shall apply:

- (a) All provisions of the Collective Agreement shall apply except as noted herein.

- (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s).
- (c) A nurse working a weekend schedule will be scheduled to work on every weekend. This may include working one or all days on the weekend as well as shifts during the week. Article 1504(d) and 3404 shall not apply to Weekend Workers.
- (d) Weekend Workers positions shall be posted in accordance with the provisions of the Collective Agreement.
- (e) A nurse replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non Weekend Worker shall be paid at their Weekend Worker rate of pay for the interchanged shift.
- (f) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts.
- (g) The establishment and/or existence of a Weekend Worker shall not form the basis for reclassification and/or pay adjustments of any classification under the Collective Agreement.
- (h) The Employer maintains the right to discontinue a Weekend Worker schedule with a minimum of six (6) weeks notice, at which time the schedule may be converted to normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of Weekend Worker incumbents is not required for schedule conversions where there are no other changes in the position except the conversion from a Weekend Worker rotation to a regular rotation.
- (i) Appendix "A" – Salaries for Weekend Worker positions shall be fifteen percent (15%) higher than the prevailing rate for that occupational classification.

## **16. Re: Increase of EFT**

Notwithstanding Article 30, the EFT of a part-time nurse may be increased in accordance with the following process:

The parties agree that it may be of mutual benefit to the nurses and the Employer to allow part-time nurses, who request to do so, to increase their EFT.

- (a) The process will commence at a date determined by the parties at the Site/Local Nursing Advisory Committee. The Employer shall inform the Site/Local Nursing Advisory Committee of the total EFT and shift patterns available per nursing unit.

- (b) The Employer shall communicate to all part time nurses on a nursing unit the pre-determined EFT and shift pattern(s) available for the increase of EFT process. Requests to permanently increase EFTs shall be made in writing by part-time nurses. The nurses shall indicate the maximum EFT to which they wish to increase. A nurse may increase their EFT up to a 1.0 EFT.
- (c) In considering requests, the Employer shall consider such factors as current EFTs, shift assignments, shift schedules, the unit(s) needs and the requirements of Article 15. If the request by nurses within a unit exceed the availability within that unit as determined by the Employer, the Employer shall offer in order of seniority.
- (d) A part-time nurse shall not be permitted to increase their EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.
- (e) Where any request to change EFT has been approved, the Employer shall issue a letter to the nurse confirming the nurse's new EFT in accordance with this Collective Agreement along with an effective date.
- (f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (g) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of Article 1504.
- (h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.
- (i) The Site/Local Nursing Advisory Committee shall be advised of the outcome in the Increase of EFT Process of each nursing unit.

This Memorandum of Understanding shall remain in effect for the duration of this Collective Agreement.

## **17. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union**

The Employer and the Union agree each with the other as follows:

1. A nurse employed by the Employer who is elected to the full-time position of President of the Manitoba Nurses' Union, shall be considered as continuing in the employ of the Employer during the nurse's term of office as President of the Manitoba Nurses' Union and shall be considered to be seconded to the Manitoba

Nurses' Union during the term of office.

2. For the purposes of administering the period of secondment, the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall function as the official contact person in any dealings with the Employer. In addition the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall be accountable for:

- (i) notifying the Employer, in writing, of the official commencement and termination date of the President's term of office;
- (ii) determining the bi-weekly payroll record of the President and notifying the Employer of same.

The Union shall save the Employer harmless from any claim from the President arising from alleged error(s) in the payroll record.

3. Reimbursement of Employer Costs

The Manitoba Nurses' Union shall assume the responsibility for reimbursing the Employer for total recovery of payroll and related costs associated with the President's term of office, as follows:

- (i) gross salary, including paid vacation, income protection and any other paid leave of absence authorized by the Accounting and Information Technology Coordinator
- (ii) Employer portion of C.P.P.;
- (iii) Employer portion of E.I.;
- (iv) Workers Compensation premiums;
- (v) Payroll tax;
- (vi) Employer portion of Benefit Plan premiums (pension plan, group life insurance plan, dental plan);
- (vii) Pre-retirement leave.

The Employer shall provide the Accounting and Information Technology Coordinator with a monthly statement of the above-referenced payroll expenses incurred during the nurse's period of secondment to President of the Manitoba Nurses' Union.

4. Income Protection

- (i) The Union President will accumulate income protection credits at the rate of one and one-quarter (1.25) days per month during the period of secondment. In the event that the Manitoba Nurses' Union President is absent during the secondment period due to accident or illness and the income protection credits accumulated during the period of secondment are insufficient to cover full payment of sick leave, the Employer will pay the Manitoba Nurses' Union

President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs (ii) and (iii) below.

- (ii) Upon the nurse's return to work following the period of secondment the amount of income protection accumulated during the period of secondment will be reconciled against the amount of income protection utilized during this same period. In the event the difference is positive i.e. the amount accumulated is greater than the amount utilized, the nurse will be eligible to utilize the difference (unutilized income protection credits) at a future date. It is understood that utilization of these income protection credits may only occur once the nurse exhausts all income protection credits accumulated during their normal course of employment with the Employer.
- (iii) It is further understood that these income protection credits shall not be stored in the nurse's income protection bank within the computerized payroll system. Following the period of secondment, a record of these credits will be provided to the nurse along with a copy in the personnel file of the nurse. In the event and at the point that the nurse wishes to utilize these income protection credits, they will advise the Human Resources Department. The Employer will pay said income protection and bill the Manitoba Nurses' Union for the cost.

5. Disability & Rehabilitation Plan (D & R)

The President will have coverage under the HEBP Disability & Rehabilitation (D & R) Plan. During the D & R elimination period, if income protection credits earned during the period of secondment are insufficient to cover full payment, the Employer will pay the Manitoba Nurses' Union President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs 4.(ii) and 4.(iii) above.

6. Accumulation of Paid Vacation

The President will accumulate vacation credits at the rate of six (6) weeks per year.

For the purposes of reconciliation, the Employer is financially responsible for the vacation earned by the nurse while they are engaged in their normal course of employment with the Employer and the Manitoba Nurses' Union is financially responsible for the vacation earned by the nurse during the period of secondment.

7. Seniority/Service

- (i) Seniority shall continue to accrue during the period of secondment.
- (ii) Following the expiry of the period of secondment, the Manitoba Nurses' Union President's normal increment date will be delayed for a period of time

equivalent to the period of secondment. The time worked between the date of the last increment to the date that the nurse assumed the office of Manitoba Nurses' Union President shall count toward the granting of the next increment.

8. This Memorandum of Understanding shall remain in force until revised by mutual agreement between the parties or until terminated by either party.

## **18. Re: Letter of Understanding – HEPP COLA Fund**

The Parties have reached agreement concerning the establishment of a HEPP COLA Fund in accordance with the following:

1. COLA Fund - A "COLA" Fund(s) will be established effective April 1, 2014.
2. Dedicated COLA Monies - The monies contributed to the "COLA" Fund(s) will be "dedicated" monies for the specific purpose of providing ad hoc COLA adjustments to HEPP Retirees.
3. Equal Contributions - The "COLA" Fund(s) will be funded by equal contributions from Employers and Employees.
4. Funding: - Effective the following dates – COLA contributions, in the amounts per year, listed following from each of the Employer(s) and Employee(s) shall apply.

Employer:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

Employee:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

- All contributions to the Fund(s) shall be allocated using a method that is in compliance with applicable legislation, the HEPP Plan Text and HEPP Trust Agreement.
  - It is understood and agreed that these contributions shall continue at the specified rates notwithstanding the realization of any surplus funds in any HEPP account unless otherwise agreed by the Plan Settlers
5. Cola Funds - The COLA monies shall be reserved solely for the creation of two, distinct and dedicated COLA Funds with specific allocation as follows:
    - HEPP COLA Fund # 1 - effective April 1, 2014 - for Employees who retire on or after October 1, 2009 shall have an allocation of 0.80% and, effective April 1, 2015, shall have an allocation of 0.90% of regular pensionable earnings from each active

Employee and each participating Employer, (hereinafter referred to as the "Active Employees Fund").

- HEPP COLA Fund # 2 - effective April 1, 2015 - for Employees who retired on or before September 30, 2009 shall have an allocation of 0.10% of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Past Retirees Fund").
6. Segregated Fund(s) - it is the intent of the Parties to establish segregated COLA Fund(s), accordingly:
    - It is understood that statutory exemption may be required to establish the COLA Funds as intended and the Plan Settlers agree to make joint application to the Province of Manitoba to seek changes and or exemptions as may be required.
    - The Plan Settlers also agree to make all reasonable efforts to address and resolve any additional statutory or regulatory issues that may pose a barrier to establishing the COLA Fund(s) as intended - including whether the Plan's status as a Specified Multi-Employer Pension Plan (SMEPP) is affected and in need of any changes as a result of additional contributions to the COLA Fund(s).
  7. There shall not be any transfer or allocation of monies from the Active Employees Fund to the Past Retirees Fund without the express agreement of the Plan Settlers.
  8. Surplus monies from the Past Retirees Fund may be transferred to the Active Employees Fund at the discretion of the Plan Trustees.
  9. Contributions to the Past Retirees Fund shall continue as long as required to pay benefits to eligible pensioners. Thereafter, the contributions dedicated to the Past Retirees Fund shall be allocated to the Active Employees Fund.
  10. COLA Payment
    - Earliest Start Date - April 1, 2018.
    - Maximum = 2/3 CPI (Canada) per year.
    - Ad hoc - as Fund will allow.

## **19. Re: Former Civil Service Nurses Who Have Maintained Their Pension with the Civil Service Superannuation Plan**

1. Nurses who have maintained their pension with the Civil Service Superannuation Plan, may elect to accrue vacation benefits for retirement purposes.
2. For purposes of retirement, a nurse may request to carry over up to a maximum of one (1) year of vacation entitlement to be cashed out upon retirement. A maximum of up to 50 vacation days may be counted as pensionable service in accordance with the terms and conditions of the Civil Service Superannuation Act.
3. Nurses electing to carry over vacation entitlement for retirement purposes shall:

- 3.1 Provide a written letter of retirement intent with a specified retirement day within the next four (4) fiscal years.  
Example:
    - Nurse submits retirement notice on March 1, 2015
    - 4 fiscal years = the fiscal year of 2019/2020
    - Nurse must retire prior to March 31, 2020
  - 3.2 Indicate the intended number of vacation days per year to be reserved prior to retirement (during the last four fiscal years).
  - 3.3 Indicate the total number of vacation days to be cashed out upon retirement.
  - 3.4 Receive approval from their Manager for vacation carry over for retirement purposes.
4. Nurses may request to extend their retirement date and provide an alternate date provided that they give the Employer ninety (90) days notice of their intention to do so. Such requests shall be subject to the reasonable discretion of the Employer. Should the request to extend the retirement date be approved by the Employer, the nurse may be required to utilize a portion of the accrued vacation referenced in 2. in accordance with Province of Manitoba rules.
- If requested a nurse may retire earlier than the retirement date indicated and as approved by their Manager.

## **20. Re: Grievance Investigation Process**

The process is intended to create a harmonious relationship in order to promptly resolve grievances in an economical fashion.

On this basis, the parties are committed to the utilization of the following process where it is mutually agreed to be appropriate.

In the event that either party states that it is inappropriate to utilize the process and prior to a failure to utilize the process, the Director of Labour Relations of the MNU and the Director of the PHLRS shall review the matter and exchange the positions of the parties.

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

### **Part 1 GENERAL**

1. It is understood that this process and the appointment of the Grievance Investigator is to continue concurrent with the Collective Agreement. The Collective Agreement is for the period April 1, 2017 to the date of ratification of a new Collective Agreement, and subject to the Term of the Collective Agreement.

2. The Grievance Investigator shall be an individual jointly approved by the MNU and representatives of the Employers Organizations [Provincial Health Labour Relations Services (PHLRS)]. The terms of appointment of the Grievance Investigator shall be set out in a separate document between the MNU, PHLRS and the Grievance Investigator.
3. It is recognized that Grievance Investigation is a voluntary process and either party may request that any grievance be submitted to grievance Investigation; however, both parties must agree on each case to be so submitted. Where such mutual agreement cannot be reached then the provisions of the Collective Agreement regarding Arbitration shall apply.
4. It is understood that the opinion of the Grievance Investigator is advisory in nature and is non-binding on either party. Where one or both of the parties does not accept the opinion of the Investigator then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement.
5.
  - a) It is understood that where the parties agree to abide by the opinion of the Investigator, it is done so on a without precedent or prejudice basis.
  - b) An opinion expressed by the Grievance Investigator regarding any issue shall not be submitted to any future Grievance Investigation nor to any Arbitrator.
6. The Grievance Investigator shall conduct an investigation into each grievance jointly submitted to them. It is expected that a hearing will be required in the normal course of the investigation. Within seven (7) days of a grievance being submitted to them, the Grievance Investigator shall schedule a hearing to be held within the thirty (30) day period following submission to them. The Grievance Investigator is empowered to fulfil their role in any manner deemed by them to be most effective given the individual circumstances of each case. The Grievance Investigator's general role is to:
  - a) investigate each grievance jointly submitted
  - b) define the issue(s) in dispute
  - c) provide an opinion as to an appropriate resolution of the dispute.
  - d) otherwise assist the parties in reaching a resolution.
7. The Grievance Investigator is expected to give a verbal opinion at the conclusion of a hearing, and to submit a brief written opinion to each of the parties within seven (7) calendar days following a hearing. Where no hearing is held, it is expected that the Grievance Investigator will provide their written opinion within seven (7) calendar days following completion of their investigation.
8. Where either or both parties choose not to accept the opinion of the Grievance Investigator, they shall, within seven (7) calendar days following receipt of the Investigator's written opinion, submit it in writing to both the Investigator and the other

party, their reasons for non-acceptance. Such reasons shall not be admissible at any future arbitration hearing or Grievance Investigation proceeding.

9. The parties shall jointly prepare guidelines to assist the Grievance Investigator in meeting the expectations of the parties. These guidelines may be amended from time to time during the Collective Agreement as circumstances warrant and as mutually agreed. The parties shall meet on a province wide basis through staff representatives of the MNU and the PHLRS at the request of either of these two bodies, but not less frequently than every six (6) months to review the operation and utilization of the Grievance Investigation Process.
10. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during, or after its referral to the Grievance Investigation Process.
11. It is expressly understood that the Grievance Investigation Process is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

## **Part 2 SUBMISSION OF GRIEVANCE**

1. In all cases the grievance procedure contained in the Collective Agreement will continue to apply; however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to the Grievance Investigation Process. Where such a request is made, the time limits referenced in the Grievance/Arbitration procedure shall be temporarily suspended until:
  - a) the other party advises the party who has made such a request that it does not agree to refer the matter to the Grievance Investigation Process, or
  - b) fourteen (14) calendar days have elapsed from the date the request was made and the other party has failed to respond, or
  - c) fourteen (14) calendar days have elapsed from the date upon which the Grievance Investigator issued their written opinion.

When any one of the events referred to in a), b), or c) above occur, the time limits for referring the matter to arbitration shall commence as if the grievance procedure had been exhausted on that date.

## **Part 3 HEARINGS**

1. Hearings will normally be held on the premises of the facility where the grievance originated from; however, the Investigator may, with the consent of both parties, choose a more appropriate location in such instances as where several grievances originating from different locations can be heard at the same hearing.

2. The parties agree not to be represented at any Grievance Investigation hearing by legal counsel. Attendance at hearings shall be limited to a maximum of four (4) employees from the bargaining unit and/or the Union, and four (4) Employer and/or PHLRS representatives. This stipulation shall not prevent the Grievance Investigator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.
3. The parties agree to provide the Investigator with a jointly prepared statement of facts in an effort to narrow the scope of any dispute and to minimize the need to present evidence through witnesses. The Grievance Investigator may through the course of their investigation determine additional facts relevant to the resolution of the matter and shall advise the parties accordingly.
4. Hearings shall be held in an informal manner; however, the Investigator shall conduct any hearing in a manner deemed by them to be effective. Witnesses will not give evidence under oath but the Investigator may act as a participant in attempting to resolve areas of conflicting evidence.
5. Each party shall pay for their own costs associated with any witnesses (wages, payroll costs, and expenses) that are used to provide information as part of their evidence.

The Employer will be responsible for paying the grievor for the time of attendance at the GIP hearing at straight time rates.

#### **Part 4            GUIDELINES FOR GRIEVANCE INVESTIGATOR**

1. The Grievance Investigator shall be expected to accept the role for the life of the Collective Agreement.
2. While appointed, the Grievance Investigator may not act on behalf of one of the parties either as counsel or nominee at conventional arbitration. They may serve as sole Arbitrator or Chairperson of an Arbitration Board hearing a dispute involving one or both of the parties except in the case of a dispute which has previously been referred to them in their capacity as Grievance Investigator.
3. While it is not expected to be as detailed as an Arbitrator's award, the parties do expect the written opinion to be a concise statement of the reasoning followed in reaching their conclusions. A detailed review of the positions of the parties or arbitral jurisprudence is not expected nor is any recounting of non-germane fact or argument. The opinion should contain sufficient information to assist the parties in preventing similar future disputes.
4. The parties shall each pay for their own costs associated with referring and processing a grievance through the Grievance Investigation Process except that the

parties shall jointly and equally share the fees and expenses of the Grievance Investigator.

5. The Grievance Investigator is empowered to consider any grievable matter put to them by the parties including a question of whether or not an issue is grievable.
6. The opinion of the Grievance Investigator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of it being referred to arbitration.
7. The Grievance Investigator will be provided with any documentation which might provide assistance to them carrying out their role.

## **21. Re: Transfer – Job Selection**

1. The Employer and the Union mutually agree that the following understandings apply to Article 30 Vacancies, Term Positions, and New Positions with respect to nurses transferring to posted vacancies, term positions, and new positions for the duration of the Collective Agreement. The following criteria will be utilized to determine if the nurse(s) are eligible for transfer;
  - i. meet the qualifications of the posted position including the relevant experience required for that specific position;
  - ii. Nurse III, IV and V positions in Acute Care/Long Term Care and all Clinical Nurse Specialists and Nurse Practitioners are excluded
2. If more than one candidate meets the transfer criteria, the most senior nurse will be awarded the position.
3. If no candidates meet the transfer criteria, the successful candidate will be determined through a competitive process as per Article 2502.
4. The continuation of this MOU beyond the term of the Collective Agreement will only be on the mutual agreement of the parties.

## **22. Re: 12 Hour Shift Schedule Pattern**

The Employer and the Union mutually agree that the following conditions and understandings are applicable to the 11.63 (“12”) hour shift schedule pattern.

1. The procedure to be followed for the trial and implementation of the 11.63 (“12”) hour shift schedule pattern shall be as follows:

- (a) A meeting of all nurses in the unit/worksites/program and senior nursing management will be held to discuss a tentative "12 Hour" shift schedule pattern and a proposed date for the commencement of the trial period. Following the meeting, a date will be determined for a secret ballot vote to establish that a majority of the nurses are in favor of the shift change.
- (b) A majority of sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the "12 Hour" shift can proceed. Nurses terminating employment in the unit/worksites/program prior to the commencement of the trial period will not be entitled to vote. A letter will be forwarded to the Regional and Local/Worksite President informing them that the unit/worksites/program is examining a "12 Hour" rotation.
- (c) Once it is determined that the majority of nurses are in favour of a shift change, a Master Rotation will be developed in meaningful consultation with the nurses as defined in Article 1504.
- (d) The length of the trial period will be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.
- (e) Six (6) weeks prior to the completion of the trial period, a unit/worksites/program meeting will be held to review/evaluate the "12 Hour" shift and to implement or discontinue the "12 Hour" rotation.
- (f) The 11.63 ("12") hour shifts may be discontinued [subject to a sixty percent (60%) vote in favor of discontinuing the shift by nurses on the unit/worksites/program] or by the Employer with written notification of ninety (90) working days. The Union will be notified of the discontinuance of the "12 Hour" shift. The Employer and the Union shall meet to determine a date to return to the seven and three-quarter (7.75) hour shift.
- (g) Nurses who are unwilling to work the "12 Hour" shift schedule pattern will be transferred to a unit/worksites/program on a seven and three-quarter (7.75) hour shift schedule pattern if reasonably possible. The Employer will make every reasonable effort to place the nurse in accordance with their preference re: unit/worksites/program and rotation. This transfer will occur prior to the date of implementation of the "12 Hour" rotation.

2. Hours of Work and Shift Schedules:

Full-time hours of work shall provide:

- (a) An average of six (6) shifts of 11.63 hours duration, and one (1) shift of seven and three-quarter (7.75) hours duration in each bi-weekly period; or

- (b) Twenty (20) shifts of 11.63 hours duration in each three (3) consecutive bi-weekly period; or
- (c) A combination of shifts of 11.63 ("12") hours duration and 7.75 hours duration that equal an average of seventy-seven and one-half (77.50) hours bi-weekly averaged over the three (3) consecutive bi-weekly periods in the shift schedule pattern; or
- (d) Four (4) scheduled "12" hour shifts followed by four (4) days off and once every six (6) months the nurse shall receive an additional four (4) days off. Where this rotation pattern is utilized, the provisions of 1504 (d) (weekends) shall not apply. The additional four (4) days off may be scheduled together, or separately in each six (6) month period, and the decision on how these will be scheduled will be in consultation with the nurses and included in the master rotation.

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

It is understood that whenever 11.63 (12) hours is mentioned, its equivalent eleven (11) hours and thirty-seven and one-half (37.50) minutes (11.375) may be used.

The official shift length is 11.625 hours, however the parties have agreed that due to exigencies of the payroll system that 11.63 hours shall apply until such time as the payroll system is able to accommodate three (3) decimal points.

### 3. Shift Schedules, Rest and Meal Periods

(a) "Twelve (12) Hour" shifts may be scheduled as:

- Twelve (12) hours and twenty-five (25) minutes; or
- Twelve (12) hours and fifteen (15) minutes.

(b) Two (2) rest periods of fifteen (15) minutes each will be allocated by the Employer during a "12 Hour" shift.

**Applicable for Health Sciences Centre and CancerCare Manitoba sites only:**

Two (2) rest periods of twenty (20) minutes each will be allocated by the Employer during a "12 Hour" shift.

- (c) In each shift of twelve (12) hours twenty-five (25) minutes there shall be two (2) meal periods of forty (40) minutes and thirty-seven and one-half (37.50) minutes respectively as allocated by the Employer.

The total meal period time of seventy-seven and one-half (77.50) minutes includes forty-seven (47.50) minutes of unpaid time and thirty (30) minutes of paid time.

**Applicable for Health Sciences Centre and CancerCare Manitoba sites only:**

In each shift of twelve (12) hours twenty-five (25) minutes there shall be two (2) meal periods of thirty-five (35) minutes and thirty-two and one-half (32.50) minutes respectively as allocated by the Employer.

The total meal period time of sixty-seven and one-half (67.50) minutes includes thirty-seven (37.50) minutes of unpaid time and thirty (30) minutes of paid time.

- (d) In each twelve (12) hour and fifteen (15) minute shift there shall be two (2) meal periods of thirty (30) minutes and thirty-seven and one-half (37.50) minutes respectively as allocated by the Employer. The total meal period of sixty-seven and one-half (67.50) minutes includes thirty-seven and one-half (37.50) minutes of unpaid time and thirty (30) minutes of paid time.

**Applicable for Health Sciences Centre and CancerCare Manitoba sites only:**

In each twelve (12) hour and fifteen (15) minute shift there shall be two (2) meal periods of thirty (30) minutes and twenty-seven and one-half (27.50) minutes respectively as allocated by the Employer. The total meal period of fifty-seven and one-half (57.50) minutes includes thirty-seven and one-half (37.50) minutes of unpaid time and twenty (20) minutes of paid time.

4. A weekend shall mean the period from 2345 hours on Friday until 2330 hours on the immediately following Sunday

5. **Overtime:**

Overtime for full-time nurses shall be authorized time worked in excess of a scheduled ("12") hour or 7.75 hour shift or hours in excess of the normal full-time hours in the rotation pattern in effect on each nursing unit/worksites/program.

Overtime for part-time nurses shall be authorized time worked in excess of a scheduled 11.63 ("12") hour or 7.75 hour shift or hours in excess of the normal full-time hours in two (2) consecutive bi-weekly periods, in accordance with Article 16.

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

7. Recognized Holidays:

A nurse required to work on a Recognized Holiday shall be paid in accordance with the Collective Agreement for all hours worked. Full-time nurses shall receive an alternate seven and three-quarter (7.75) hour shift off at their basic rate of pay in accordance with Article 2203.

A nurse may accumulate three (3) days (23.25 hours) off given in lieu of Recognized Holidays in order to take two (2) consecutive 11.63 hour shifts off with pay. Such shifts shall be added to a weekend off or to scheduled days off or used to complete a partial week of vacation in accordance with Article 2206.

8. Income Protection:

Income protection is accrued at the rate of 9.69 hours per month. It is utilized in accordance with Article 23.

- absence through illness for one (1) twelve (12) hour shift utilizes 11.63 hours of accumulated income protection credits.
- absence through illness for two (2) twelve (12) hour shifts utilizes 23.25 hours of accumulated income protection credits.
- absence through illness for one (1) twelve (12) hour shift plus one (1) 7.75 hour shift utilizes 19.375 hours of accumulated income protection credits.

9. Bereavement Leave:

Pay for bereavement leave will be calculated in accordance with Article 2411, e.g:

- four (4) scheduled 11.63 ("12") hour shifts = 46.5 hours;
- two (2) scheduled 11.63 ("12") hour shifts = 23.25 hours.
- one (1) scheduled twelve (12) hour day off plus one (1) scheduled eight (8) hour shifts = 19.375 hours

10. Vacation:

The paid vacation entitlement that a nurse receives under the twelve ("12") hour shift schedule pattern shall be equivalent in hours to the paid vacation entitlement on a seven and three-quarter (7.75) hour shift schedule pattern, calculated in accordance with Article 21. Vacation shall be scheduled in accordance with Article 2101.

11. Standby:

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

12. Additional available shifts shall be offered equitably to all nurses working on the unit/worksite/program regardless of their regular shift length.
13. The terms of Article 1504 (g) shall be applicable.
14. Individual shifts of 11.63 ("12") hours shall not be interchanged, as referenced in Article 15, with individual shifts of seven and three-quarter (7.75) hours, however nurses can interchange three (3) days (23.25 hours) with two (2) 11.63 hour shifts.
15. Where payroll limitations exist such that only two decimal points can be entered in regard to shift length, the shift length shall be rounded up to two decimal points.
16. Notwithstanding definition of "position", where there is mutual agreement between the Union and the Employer to allow nurses to revert from "12" hour shift patterns to "8" hour shift patterns it is understood that nurses occupying "12" hour positions will not be deleted in order to revert to a "8" hour positions. It is understood that nurses will select their "8" hour shift patterns on the new rotation in order of seniority.

This process is only applicable when there are no changes in each nurse's EFT.

## **23. Re: 10 Hour Shift Schedule Pattern**

The Employer and the Union mutually agree that the following conditions and understandings are applicable to the 9.69 ("10") hour shift schedule pattern.

1. The procedure to be followed for the trial and implementation of the 9.69 ("10") hour shift schedule pattern shall be as follows:
  - (a) A meeting of all nurses in the unit/worksite/program and senior nursing management will be held to discuss a tentative "10 Hour" shift schedule pattern and a proposed date for the commencement of the trial period. Following the meeting, a date will be determined for a secret ballot vote to establish that a majority of the nurses are in favor of the shift change.
  - (b) A majority of sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the "10 Hour" shift can proceed. Nurses terminating employment in the unit/worksite/program prior to the commencement of the trial period will not be entitled to vote. A letter will be forwarded to the Regional and Local/Worksite President informing them that the unit/worksite/program is examining a "10 Hour" rotation.

- (c) Once it is determined that the majority of nurses are in favour of a shift change, a Master Rotation will be developed in meaningful consultation with the nurses as defined in Article 1504.
- (d) The length of the trial period will be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.
- (e) Six (6) weeks prior to the completion of the trial period, a unit/worksite/program meeting will be held to review/evaluate the "10 Hour" shift and to implement or discontinue the "10 Hour" rotation.
- (f) The 9.69 ("10") hour shifts may be discontinued [subject to a sixty percent (60%) vote in favor of discontinuing the shift by nurses on the unit/worksite/program] or by the Employer with written notification of ninety (90) working days. The Union will be notified of the discontinuance of the "10 Hour" shift. The Employer and the Union shall meet to determine a date to return to the seven and three-quarter (7.75) hour shift.

## 2. Hours of Work and Shift Schedules:

Full-time hours of work shall provide:

- (a) eight (8) shifts of 9.69 ("10") hours duration in each bi-weekly period; or
- (b) a combination of 7.75 hour shifts and 9.69 hour shifts that equal 77.5 hours in a biweekly period

The official shift length is 9.687 hours, however the parties have agreed that due to exigencies of the payroll system that 9.69 hours shall apply until such time as the payroll system is able to accommodate three (3) decimal points.

## 3. Shift Schedules, Rest and Meal Periods

- (a) Each shift of 9.69 ("10") hours duration is to be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) meal period of at least thirty (30) minutes.
- (b) Each Shift of 7.75 hours duration is to be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) meal period of at least thirty (30) minutes.

### **Applicable at Health Sciences Centre and CancerCare Manitoba sites only:**

- (a) Each shift of 9.69 ("10") hours duration is to be inclusive of two (2) twenty (20) minute rest periods and exclusive of one (1) meal period of at least thirty (30) minutes.
- (b) Each Shift of 7.75 hours duration is to be inclusive of two (2) twenty (20) minute rest periods and exclusive of one (1) meal period of at least thirty (30) minutes.

4. A weekend shall mean the period from 2345 hours on Friday until 2330 hours on the immediately following Sunday

5. Overtime:

Overtime for full-time nurses shall be authorized time worked in excess of a scheduled 9.69 ("10") hour or 7.75 hour shift or hours in excess of the normal full-time hours in the rotation pattern in effect on each nursing unit/worksites/program.

Overtime for part-time nurses shall be authorized time worked in excess of a scheduled 9.69 ("10") hour or 7.75 hour shift or hours in excess of the normal full-time hours in two (2) consecutive bi-weekly periods, in accordance with Article 16.

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

7. Recognized Holidays:

A nurse required to work on a Recognized Holiday shall be paid in accordance with the Collective Agreement for all hours worked. Full-time nurses shall receive an alternate seven and three-quarter (7.75) hour shift off at their basic rate of pay in accordance with Article 2203.

A nurse may accumulate four (4) days (31.00 hours) off given in lieu of Recognized Holidays in order to take three (3) consecutive 9.69 hour shifts off with pay. Such shifts shall be added to a weekend off or to scheduled days off or used to complete a partial week of vacation in accordance with Article 2206.

8. Income Protection:

Income protection is accrued at the rate of 9.69 hours per month. It is utilized in accordance with Article 23.

- absence through illness for one (1) 9.69 ("10") hour shift utilizes 9.69 hours of accumulated income protection credits.
- absence through illness for two (2) 9.69 ("10") hour shifts utilizes 19.38 hours of accumulated income protection credits.
- absence through illness for one (1) 7.75 hour shift utilizes 7.75 hours of accumulated income protection credits.

9. Bereavement Leave:

Pay for bereavement leave will be calculated in accordance with Article 2411, e.g:

- one (1) scheduled 9.69 ("10") hour shift = 9.69 hours;
- two (2) scheduled 9.69 ("10") hour shifts = 19.38 hours.
- one (1) scheduled 7.75 hour shift = 7.75 hours

10. Vacation:

The paid vacation entitlement that a nurse receives under the ten ("10") hour shift schedule pattern shall be equivalent in hours to the paid vacation entitlement on a seven and three-quarter (7.75) hour shift schedule pattern, calculated in accordance with Article 21. Vacation shall be scheduled in accordance with Article 2101.

11. Standby:

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

12. Additional available shifts shall be offered equitably to all nurses working on the unit/worksites/program regardless of their regular shift length.
13. The terms of Article 1504 (g) shall be applicable.
14. Individual shifts of 9.69 ("10") hours shall not be interchanged, as referenced in Article 15, with individual shifts of seven and three-quarter (7.75) hours, however nurses can interchange four (4) 9.69 ("10") hour shifts with five (5) 7.75 hour shifts.
15. Where payroll limitations exist such that only two decimal points can be entered in regard to shift length, the shift length shall be rounded up to two decimal points.
16. Notwithstanding definition of "position", where there is mutual agreement between the Union and the Employer to allow nurses to revert from "12" hour shift patterns to "8" hour shift patterns it is understood that nurses occupying "12" hour positions will not be deleted in order to revert to a "8" hour positions. It is understood that nurses will select their "8" hour shift patterns on the new rotation in order of seniority.

This process is only applicable when there are no changes in each nurse's EFT.

## **24. Re: 7.75/11.63 Hour Shift**

The Employer and the Union mutually agree that the following conditions and understandings are applicable to the 7.75/11.63 hour shift schedule pattern.

1. The procedure to be followed for the trial and implementation of the 7.75/11.63 hour shift schedule pattern shall be as follows:

- (a) A meeting of all nurses in the unit/worksite/program and senior nursing management will be held to discuss a tentative 7.75/11.63 hour shift schedule pattern and a proposed date for the commencement of the trial period. Following the meeting, a date will be determined for a secret ballot vote to establish that a majority of the nurses are in favor of the shift change.
- (b) A majority of sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the 7.75/11.63 hour shift can proceed. Nurses terminating employment in the unit/worksite/program prior to the commencement of the trial period will not be entitled to vote. A letter will be forwarded to the Regional and Local/Worksite President informing them that the unit/worksite/program is examining a 7.75/11.63 hour rotation.
- (c) Following this meeting:
  - each nurse shall indicate their choice of either 7.75 hour shifts or 11.63 hour shifts;
  - rotation(s) that do not result in deletions will be developed based on the nurse(s) choice of shift length.
- (d) Once nurses have indicated their preference for either 7.75 shift lengths or 11.63 hour shift lengths, they shall not be required to work the other shift length unless mutually agreed between the nurse and the Employer.
- (e) It is understood that nurses who choose the 11.63 hour shift will work a Day shift and a Night shift and the nurses who choose the 7.75 hour shift will maintain their current shift description i.e. Days/Evenings, Days/Nights, permanent Days, permanent Evenings and permanent Nights.
- (f) It is also understood that no nurse shall change their current EFT in order to accommodate the introduction of the 7.75/11.63 shift.
- (g) Once it is determined that the majority of nurses are in favour of a shift change, a Master Rotation will be developed in meaningful consultation with the nurses as defined in Article 1504.
- (h) The length of the trial period will be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.
- (i) Six (6) weeks prior to the completion of the trial period, a unit/worksite/program meeting will be held to review/evaluate the 7.75/11.63 hour shift and to implement or discontinue the 7.75/11.63 hour rotation.

- (j) The 7.75/11.63 hour shifts may be discontinued [subject to a sixty percent (60%) vote in favor of discontinuing the shift by nurses on the unit/worksite/program] or by the Employer with written notification of ninety (90) working days. The Union will be notified of the discontinuance of the 7.75/11.63 hour shift. The Employer and the Union shall meet to determine a date to return to the seven and three-quarter (7.75) hour shift.

## 2. Hours of Work and Shift Schedules:

Full-time hours of work shall provide:

- (a) An average of six (6) shifts of 11.63 hours duration, and one (1) shift of seven and three-quarter (7.75) hours duration in each bi-weekly period; or
- (b) Twenty (20) shifts of 11.63 hours duration in each three (3) consecutive bi-weekly period; or
- (c) Thirty (30) shifts of seven and three-quarter (7.75) hours duration in each three (3) consecutive bi-weekly period; or
- (d) A combination of shifts of 11.63 ("12") hours duration and 7.75 hours duration that equal an average of seventy-seven and one-half (77.50) hours bi-weekly averaged over the three (3) consecutive bi-weekly periods in the shift schedule pattern; or
- (e) Four (4) scheduled "12" hour shifts followed by four (4) days off and once every six (6) months the nurse shall receive an additional four (4) days off. Where this rotation pattern is utilized, the provisions of 1504 (f) (weekends) shall not apply. The additional four (4) days off may be scheduled together, or separately in each 6 month period, and the decision on how these will be scheduled will be in consultation with the nurses and included in the master rotation.

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

It is understood that whenever 11.63 (12) hours is mentioned, its equivalent eleven (11) hours and thirty-seven and one-half (37.50) minutes (11:375) may be used.

The official shift length is 11.625 hours, however the parties have agreed that due to exigencies of the payroll system that 11.63 hours shall apply until such time as the payroll system is able to accommodate three (3) decimal points.

### 3. Shift Schedules, Rest and Meal Periods

(a) “Twelve (12) Hour” shifts may be scheduled as:

- Twelve (12) hours and twenty-five (25) minutes; or
- Twelve (12) hours and fifteen (15) minutes.

(b) Two (2) rest periods of fifteen (15) minutes each will be allocated by the Employer during a “12 Hour” shift.

**Applicable for Health Sciences Centre and CancerCare Manitoba sites only:**

Two (2) rest periods of twenty (20) minutes each will be allocated by the Employer during a “12 Hour” shift.

(c) In each shift of twelve (12) hours twenty-five (25) minutes there shall be two (2) meal periods of forty (40) minutes and thirty- seven and one-half (37.50) minutes respectively as allocated by the Employer.

The total meal period time of seventy -seven and one-half (77.50) minutes includes forty-seven (47.50) minutes of unpaid time and thirty (30) minutes of paid time.

**Applicable for Health Sciences Centre and CancerCare Manitoba sites only:**

In each shift of twelve (12) hours twenty-five (25) minutes there shall be two (2) meal periods of thirty-five (35) minutes and thirty-two and one-half (32.50) minutes respectively as allocated by the Employer.

The total meal period time of sixty-seven and one-half (67.50) minutes includes thirty-seven (37.50) minutes of unpaid time and thirty (30) minutes of paid time.

(d) In each twelve (12) hour and fifteen (15) minute shift there shall be two (2) meal periods of thirty (30) minutes and thirty-seven and one-half (37.50) minutes respectively as allocated by the Employer. The total meal period of sixty-seven and one-half (67.50) minutes includes thirty-seven and one-half (37.50) minutes of unpaid time and thirty (30) minutes of paid time.

**Applicable for Health Sciences Centre and CancerCare Manitoba sites only:**

In each twelve (12) hour and fifteen (15) minute shift there shall be two (2) meal periods of thirty (30) minutes and twenty-seven and one-half (27.50) minutes respectively as allocated by the Employer. The total meal period of

fifty-seven and one-half (57.50) minutes includes thirty-seven and one-half (37.50) minutes of unpaid time and twenty (20) minutes of paid time.

4. A weekend shall mean the period from 2345 hours on Friday until 2330 hours on the immediately following Sunday

5. Overtime:

Overtime for full-time nurses shall be authorized time worked in excess of a scheduled ("12") hour or 7.75 hour shift or hours in excess of the normal full-time hours in the rotation pattern in effect on each nursing unit/worksites/program.

Overtime for part-time nurses shall be authorized time worked in excess of a scheduled 11.63 ("12") hour or 7.75 hour shift or hours in excess of the normal full-time hours in two (2) consecutive bi-weekly periods, in accordance with Article 16.

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

7. Recognized Holidays:

A nurse required to work on a Recognized Holiday shall be paid in accordance with the Collective Agreement for all hours worked. Full-time nurses shall receive an alternate seven and three-quarter (7.75) hour shift off at their basic rate of pay in accordance with Article 2203.

A nurse may accumulate three (3) days (23.25 hours) off given in lieu of Recognized Holidays in order to take two (2) consecutive 11.63 hour shifts off with pay. Such shifts shall be added to a weekend off or to scheduled days off or used to complete a partial week of vacation in accordance with Article 2206.

8. Income Protection:

Income protection is accrued at the rate of 9.69 hours per month. It is utilized in accordance with Article 23.

- absence through illness for one (1) twelve (12) hour shift utilizes 11.63 hours of accumulated income protection credits.
- absence through illness for two (2) twelve (12) hour shifts utilizes 23.25 hours of accumulated income protection credits.
- absence through illness for one (1) twelve (12) hour shift plus one (1) 7.75 hour shift utilizes 19.375 hours of accumulated income protection credits.

9. Bereavement Leave:

Pay for bereavement leave will be calculated in accordance with Article 2411, e.g:

- four (4) scheduled 11.63 ("12") hour shifts = 46.5 hours;
- two (2) scheduled 11.63 ("12") hour shifts = 23.25 hours.
- one (1) scheduled twelve (12) hour day off plus one (1) scheduled eight (8) hour shifts = 19.375 hours

10. Vacation:

The paid vacation entitlement that a nurse receives under the 7.75/11.63 hour shift schedule pattern shall be equivalent in hours to the paid vacation entitlement on a seven and three-quarter (7.75) hour shift schedule pattern, calculated in accordance with Article 21. Vacation shall be scheduled in accordance with Article 2101.

11. Standby:

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

12. Additional available shifts shall be offered equitably to all nurses working on the unit/worksites/program regardless of their regular shift length.
13. The terms of Article 1504 (g) shall be applicable.
14. Individual shifts of 11.63 ("12") hours shall not be interchanged, as referenced in Article 15, with individual shifts of seven and three-quarter (7.75) hours, however nurses can interchange three (3) days (23.25 hours) with two (2) 11.63 hour shifts.
15. Where payroll limitations exist such that only two decimal points can be entered in regard to shift length, the shift length shall be rounded up to two decimal points.
16. Notwithstanding definition of "position", where there is mutual agreement between the Union and the Employer to allow nurses to revert from "12" hour shift patterns to "8" hour shift patterns it is understood that nurses occupying "12" hour positions will not be deleted in order to revert to a "8" hour positions. It is understood that nurses will select their "8" hour shift patterns on the new rotation in order of seniority.
- This process is only applicable when there are no changes in each nurse's EFT.
17. The shift lengths of vacant positions will not be altered without mutual agreement between the Union and the Employer.
18. Any current 7.75 hour positions held by a nurse will not be deleted solely for the purpose of creating an 11.63 hour shift

## **25. Re: Transfer of Program as per Article 4204 (A)**

In the event a Transfer of Program as per Article 4204 (A), the parties agree that where affected nurses hold accrued seniority and service at multiple Employers/facilities/programs/sites, the parties will review the effect of the restructuring on such nurses to ensure fairness and equity in the recognition of seniority and service.

## **26. Re: Relocation Assistance as per Article 4204 (A) - Program Transfers**

The parties acknowledge and agree that the following provisions will be applicable in the event a nurse is relocated as per the conditions outlined in Article 4204 (A) – Program Transfers.

1. Relocation Expense is defined as those funds that are required to provide for the following:
  - expenses in packing, moving and unpacking specified household goods and personal effects;
  - if required, the cost of meals and lodging for the entire family while occupying temporary quarters for a period normally up to five (5) days after the start date of employment.
2. The relocation costs will be paid up to a maximum of \$5,000.
3. It is a condition of reimbursement of relocation expenses to provide a minimum service requirement of one (1) year. Should this service commitment not be met, it will be stated in the written offer of employment that the nurse agrees to repay a pro-rated portion of the relocation funding provided.
4. The nurse will be required to obtain three (3) separate estimates of the relocation of their household effects, if a professional moving company is employed. Copies of each estimate must be sent to the appropriate Designate for information and review. Alternatively nurses may be offered the option of coordinating the move through a Relocation Assistance Company defined by Shared Health.
5. Relocation costs may include such relocation expenses incurred as follows:
  - expenses in packing, moving and unpacking specified household goods and personal effects;
  - after obtaining employment; travel, meals and lodging expenses for moving the nurse from their former residence to the new residence;
  - if required, the costs of meals and lodging for the entire family while occupying temporary quarters for a period of time subsequent to the start date of employment;

- replacement Value Insurance Protection except for items of extraordinary value; and, reasonable storage expenses in new location.
6. Relocation costs not normally included are:
    - boats, trailers and other large recreational vehicles;
    - more than two cars;
    - flammable items;
    - third party servicing charges – e.g. washers, dryers, refrigerators, freezers, dishwashers, water purifiers, electronic air cleaners, stereo equipment, T.V. and RAD antennae, and/or towers, water beds, pool tables, etc;
    - housecleaning – at the old or new residence;
    - plants;
    - frozen foods, preserves, etc;
    - perishables;
    - firewood, outdoor swimming pools, building supplies and other bulky items;
    - extra pickup or unloading at a second location;
    - removal of broadloom, draperies, fixtures, etc;
    - large volumes of heavy items such as books, shop equipment, tools that may be transported cheaper by some means such as railway freight; and,
    - insurance for items of extraordinary value.
  7. The reference to relocation assistance and pre- payment service requirement will be included in the letter of offer to the affected nurse.
  8. The nurse will be required to sign their Letter of Offer including the minimum service requirement prior to any funds being released to the nurse for relocation costs. Any requests for consideration of funding in advance of relocation by the nurse must be submitted to the Senior Management Team member or designate for approval.
  9. Following the Senior Management Team member's review of the submitted estimates, and with the agreement of the nurse, the lowest acceptable estimate shall be accepted.
  10. The nurse will submit a claim for all eligible expenses incurred providing receipts for all expenses or services which have been paid directly. The claim must be submitted within three (3) months from the nurse's start date. Any requests for an extension by the nurse must be submitted to the Senior Management Team member for approval.

## **27. Re: Seniority Recognition**

In the interest of recognizing the seniority and benefits of new bargaining unit members as a result of The Health Sector Bargaining Unit Review Act (HSBURA), the Employer and the Union mutually agree to the following:

- All seniority hours accrued up to October 14, 2021 will be recognized as MNU bargaining unit seniority hours.
- All accumulated benefits and compensatory time, such as vacation, income protection, and banked overtime, will be maintained.
- Upon and going forward from October 14, 2021, the entitlements and accrual rates will be aligned with the applicable MNU Collective Agreement.

**NOTE:** *Entitlements and accruals subject to MOU # 32 Re: Preservation of Accruals and MOU # 34 Re: Article 3408 (Increments)*

## **28. Re: Return of Service Agreements**

WHEREAS the parties recognize the importance of enhancing nursing skills for specialized areas including, but not limited to, Critical Care, Dialysis, Advanced Emergency, Chemotherapy; and/or initiatives related to the recruitment of nurses including, but not limited to, relocation expense allowances;

AND WHEREAS such education/training and recruitment initiatives are a significant investment by the health care system;

NOW THEREFORE the parties agree that the Employer may enter into a Return of Service Agreement with an individual nurse as follows:

1. A Return of Service Agreement must be agreed to and signed by the Union, the nurse and the Employer. A copy of the agreement will be provided to the Union and the nurse.
2. All terms and conditions agreed to in an executed Return of Service Agreement shall be fulfilled by the individual nurse and the Employer.
3. Notwithstanding the above, should the nurse not fulfill the terms of an executed Return of Service Agreement, the nurse shall be indebted to the Employer for the amount of debt owing for any unfulfilled portion of the terms and conditions. Recovery of any debt owing to the Employer shall be considered an authorized deduction in accordance with Article 40 but shall not be considered an overpayment. If, for any reason, the debt owing cannot be recovered through a payroll deduction, the Employer may pursue other means of recovery including, but not limited to, initiating a civil action in a Manitoba Court.
4. Return of Service Agreements shall not conflict with any other terms of the applicable Collective Agreement

5. The terms of the Return of Service Agreement shall include, but not be limited to:
  - (a) The monetary value of the Return of Service Agreement.
  - (b) The calendar time and hours worked required to fulfill the agreement.
  - (c) In the case of nursing skills enhancement, the expected date of completion of the program.
  - (d) The unit and/or program and/or location where the hours must be worked in order to count towards fulfillment of the agreement, which can be amended by mutual consent of the nurse and Employer.
  - (e) The amount of monetary repayment shall be assessed and hours worked toward fulfillment of the nurse's obligation shall be taken into account. Any such amounts shall be prorated based on the total hours of work required for the original term of fulfillment of the agreement.
  - (f) In the event that an Employer is no longer able to provide a nurse with the opportunity to fulfill the terms of the agreement, the nurse shall not be obligated for repayment and the agreement shall become null and void.
  - (g) In the event of an approved leave of absence, during the repayment period, the Employer and the individual nurse shall meet to revise the calendar time and hours worked required to fulfill the agreement. The nurse can elect to include the Union in such meeting.
  - (h) Should the nurse fail to return to work as required under the Return of Service Agreement, the nurse is indebted to the Employer as per paragraph 3 above.
  - (i) In the event of the death of a nurse prior to completion of any of the requirements of a Return of Service Agreement, the nurse's estate shall not be obligated to the Employer for any repayment and the agreement shall become null and void.

## **29. Re: Critical Incident Stress Management (CISM)**

Whereas certain Employers have implemented and maintained a Critical Incident Stress Management Team to provide support to nurses affected by a Critical Incident, an incident or circumstances that are deemed by the nurse to be outside the normal experience of their duties/workplace, or who may experience additional and significant stress related to their duties, the parties agree as follows:

1. Where such CISM teams exist, the respective Employer shall make all reasonable efforts to maintain such for the life of this Collective Agreement. The Employer will communicate to members the option to activate CISM as well as provide information as to the nature of the support provided by the CISM teams. Such information shall include
  - a) under what circumstances and situations where CISM will be activated
  - b) The nature of the support provided by CISM – i.e. debriefing, peer support
  - c) The necessary contact information to activate CISM.

2. Where maintenance of CISM teams is no longer reasonably possible the Employer shall provide the Union as much notice as possible and the parties shall meet to discuss what options are to be implemented to continue provision of similar support to nurses.
3. Where the Employer, does not currently maintain a CISM team, they shall provide the Union with the specifics of how nurses are provided support similar to that provided by CISM teams, and through what programs and/or services.
4. The Employer may agree to add additional teams as the need arises.

### **30. Re: Provincial Float Pool (the “Pool”)**

WHEREAS there is a need to meet health care service delivery requirements throughout the Province of Manitoba;

AND WHEREAS the parties recognize the need for a stable, reliable and skilled nursing workforce to effectively address the ongoing demands of various patient care needs, with less reliance upon external contracted resources;

AND WHEREAS the Employer wishes to establish the Pool to help address those requirements;

AND WHEREAS the parties wish to encourage and incentivize nurses to help meet these requirements through participation in the Pool;

AND WHEREAS this MOU is intended to provide for the establishment of terms and conditions of employment related to the Pool to address these goals;

NOW THEREFORE the parties agree as follows:

1. Shared Health (direct operations) (the “Employer”) shall establish the Pool and will employ nurses in positions in the Pool. Pool nurses will be covered by the terms of the Shared Health Employers Organization Collective Agreement (the “Shared Health Collective Agreement”), on the terms and conditions set out herein. Where the terms and conditions of this Memorandum of Understanding conflict with other provisions of the Shared Health Collective Agreement, this MOU shall govern.
2. Pool nurses shall be entitled to work in any Employers Organization in the Province and shall be governed by the Shared Health Collective Agreement only.
3. The purpose of Pool assignments for full-time, part-time, and casual nurses is to address staffing shortages caused by gaps in coverage such as for sick leave; vacation; leaves of absence; educational leaves; skills maintenance;

surges in workload; unanticipated absences; unfilled vacancies; and such other causes as are experienced from time to time. For purposes of clarity available shifts will be offered to existing site nurses as provided in paragraph 12 herein.

4. The Employer and the Union shall consult from time to time regarding the processes to be followed in the creation, development, and evolution of the Pool and Pool positions. Pool processes will consider the requirements of patient care, recognition of the importance of a healthy workplace and value overall wellbeing of nurses, as well as input from the Employer and the Union regarding that:
  - assignments will be based on service delivery requirements;
  - travel will be required to designated locations for designated periods of time, and accommodation, where necessary, will be provided by the Employer;
  - shift schedules may be variable and flexible (e.g. Days, Evenings, Nights, Weekends, or a combination thereof, as set out in the posting);
  - type of positions may be variable and flexible (e.g. Casual, Term, Permanent); and
  - other considerations may arise in achieving the goals of the Pool.
5. The Employer will create Pool positions, which shall be posted and include the following information:
  - EFT (if applicable), anticipated shift schedule, and type of position (Permanent, Term or Casual);
  - area(s) of the Province to which the position applies with a minimum commitment of 50% away from home base, including site(s) or assignment(s) or a general description of the anticipated location(s) of work;
  - premium rate;
  - accommodation arrangements, if applicable;
  - travel requirements and rates, and home base for purposes of determining same, if applicable;
  - nursing specialty, qualifications, and skills, as applicable; and
  - such other information as the Employer determines necessary.
6. The nurse's home base will be determined at time of job award and will be included in the offer letter, for purposes of determining travel and accommodation entitlements.
7. Schedules shall be determined by the Employer, within the scope of the posting, and on reasonable notice to the nurse.
8. Each site to which a nurse is assigned will provide an orientation period to the nurse. The orientation shall be of sufficient duration to assist the nurse in becoming familiarized with essential information such as policies, procedures, routines, location of supplies and equipment, and fire and disaster plans.

9. Operational direction of the nurse will be the responsibility of the site to which a nurse is assigned. The Employer shall ensure the nurse is advised of who will provide operational direction at the site.
10. Any mileage, travel time, parking, per diem, accommodation, and other travel expenses incurred shall be compensated in accordance with Appendix "A" to this MOU.
11. Assignment to sites within the expectations of the position posted shall be at the reasonable discretion of the Employer, with as much advance notice as is reasonably practicable.
12. Assignment of shifts to a Pool position shall occur after consideration of patient/resident/client care requirements and the provisions of the applicable site Collective Agreement governing the assignment of available shifts to nurses employed at the site. In the North, and other difficult to staff sites, where it is reasonable to conclude that staffing through the applicable site Collective Agreement will not be effective, Pool assignments can be made without reference to the applicable site Collective Agreement.
13. The premium rate for these Pool positions shall be \$3.00/hour or 7.5% (whichever is greater) for all hours worked, based on a 50/50 split of home base/away assignments. The rate will be subject to upward adjustment up to \$6.00/hour or 15% (whichever is greater) for 0/100% home base/away assignments.
14. The Pool shall be considered to be a site within the Employer for purposes of Appendix "D" – Site List. As a result, hours worked in a Pool position shall not be considered as hours worked for purposes of determining overtime for any other positions occupied by the nurse within the Employer.
15. Vacation and vacation pay, where applicable, will be provided in accordance with the Collective Agreement. Where possible, reasonable consideration will be given to aligning Pool vacation requests with the vacation requests of nurses who hold another position(s).
16. Nurses participating in the Pool are not eligible to receive the payments outlined in Appendix F – Bi-Weekly Remoteness Allowance, nor the Isolation/Remoteness Retention Allowance.
17. If the Employer at the site to which a nurse is assigned has concerns about the nurse's performance, these may be addressed informally by that Employer, but formal performance management shall be provided by the Employer only.

18. Seniority shall accrue with the Employer as provided in the Shared Health Collective Agreement.
19. The terms and conditions of this memorandum shall be modified as necessary upon mutual written agreement of the Employer and the Union.

#### Appendix "A"

##### Travel Expense Reimbursement

Nurses whose assignment is more than 50 km from their home base shall be entitled to reimbursement of the following expenses incurred in accordance with the Shared Health Collective Agreement and Employer policies, unless noted otherwise:

- (i) Mileage and parking expenses.
- (ii) Return airfare where required.
- (iii) Where required, accommodations will be provided if available. Where accommodations cannot be provided, the nurse will be reimbursed for reasonable accommodations made.

##### Per Diem

A per diem shall be paid for each day of work and travel, provided the nurse is assigned more than 50 km from their home base:

- (i) \$45 per day; or
- (ii) \$60 per day for travel to the North.

##### Travel Time

- (i) Travel time in excess of 50 km from the nurse's home base shall be paid at the nurse's regular rate of pay, up to a maximum of four (4) hours each way.
- (ii) A nurse travelling on a regular scheduled day of work will not suffer any loss in basic salary as a result of missing any portion of a scheduled workday due to travel.

### **31. Re: Referral to Patient Care Optimization Committee**

Effective October 14, 2021, the parties agree to create a fund equal to 1% of payroll per fiscal year for the life of this Collective Agreement of approximately \$12 million/year (years 2021/22, 2022/23, 2023/24 – pro-rata in current year based on the period post-ratification).

Such funds will be allocated to the Patient Care Optimization Committee as a separate allocation, and will be divided amongst the following incentives/allowances as per EO proposals summarized below based on the following approximate allocations, with the intention that these incentives/allowances will be paid in the applicable fiscal year.

1. *One Time ICU Recruitment and Retention Incentive Grant (up to \$3,000 – Approx. \$1.6 M)*

- Grant of up to a maximum of \$3,000 depending on EFT (starting at 0.6 EFT) after completion of one year of service within an identified time period (until December 2022).
- 2. *Incentive for Full Time Employment (based on \$2,000/yr - Approx. \$7.9M)*
  - Annual lump sum payment (qualifying period commencing April 2021, payment after April 2022) of up to \$2,000 for full-time nurses (LPN, RN2, or RN3), based on the number of full months the nurse is employed full-time up to March 31<sup>st</sup> of the qualifying year.

In the event the fund is not fully spent as of March 31<sup>st</sup> in a given fiscal year, the remaining balance shall remain a part of the Patient Care Optimization Allocation, to be distributed by the Patient Care Optimization Committee in accordance with the procedure agreed to between the parties for the distribution of the general Patient Care Optimization Allocation.

The funds for the one-time ICU incentive are intended for the 2022/23 fiscal year only and in the event there are funds remaining, those monies will be added to the PCOA for that fiscal year only. Thereafter, the allocation will be reduced by the amount paid out in 2022/23 for the ICU Incentive.

The parties agree to review the results of these incentives at the PCOC for discussion on a regular basis to assess the effectiveness of these incentives related to recruitment and retention. In contemplation of renewal of this agreement, the parties will review the overall effectiveness of the Full Time Incentive to inform their discussion regarding renewal of this MOU.

#### One Time ICU Recruitment and Retention Incentive Grant

1. A one-time grant of up to \$3,000 will be paid to nurses working in an ICU, including existing staff and new recruits, who meet the criteria as set out below.
2. The amount paid by the grant is based on the EFT held by the nurse during the one-year qualifying period as described below. It will not be adjusted based on hours worked in excess of the nurse's EFT. It will be adjusted if the nurse accepts a new EFT position during the qualifying year, provided the nurse's combined EFT remains a .6 EFT or higher.
3. A nurse must have 12 months of active service working in an ICU at a minimum of .6 EFT. The grant will be pro-rated for eligible nurses and will receive a one-time payment as per the examples below.
  - A nurse works 1.0 EFT for 12 months = \$3,000
  - A nurse works a .8 EFT for 12 months = \$2,400
  - A nurse works a .6 EFT for 12 months = \$1,800
  - A nurse works a combination of EFT during the 12-month period with a minimum of .6 EFT, for example .6 EFT for 6 months and 1.0 EFT for 6 months \$2,400

4. The grant will be payable to an eligible nurse after completion of 12 months of active service in an ICU, with the start of the 12 months commencing after May 1, 2021 and no later than December 31, 2021 and completed no later than December 31, 2022. For clarity, eligibility depends on working a full 12 months of active service in the above time period.
5. In order to be eligible, the nurse must have completed the CCNOP prior to December 31, 2022, be working in an ICU, and maintained a .6 EFT or higher or increased their EFT in an ICU over the 12-month period.
6. This grant is payable through the Patient Care Optimization Fund as outlined in Article 1107 in the MNU Collective Agreement, and is administered by the Patient Care Optimization Committee.
7. The grant payable under this MOU shall be paid as income and shall not attract any accruals or benefits.
8. The parties agree that upon acceptance during collective bargaining the details of the grant will be communicated to affected nurses.

#### Incentive for Full Time Employment

1. The parties agree that a Full Time Employment Incentive shall be payable in a lump sum annually to a nurse (LPN, RN2 or RN3) employed in a full-time (1.0 EFT) position during the following periods:
  - April 1, 2021 – March 31, 2022
  - April 1, 2022 – March 31, 2023
  - April 1, 2023 – March 31, 2024
2. Upon confirmation of the nurse's employment in a full-time position for the above periods, the nurse shall be paid \$2,000, on the first off-cycle pay period in May following each qualifying period. For clarity, eligibility depends on being employed in an eligible full-time position on March 31<sup>st</sup> in each year.
3. Nurses going on an approved leave of absence during the year, shall receive the pro-rated amount based on the number of full months the nurse is working full-time during the periods identified above.
4. In the event a nurse secures a full-time position after April 1<sup>st</sup> in any of the above periods, the incentive payment will be prorated based on the number of full months the nurse is employed full-time up to March 31<sup>st</sup> of the qualifying year.

This incentive payable under this MOU shall be paid as income and shall not attract any accruals or benefits.

### **32. Re: Preservation of Seniority, etc. For Different Annual Work Hours**

WHEREAS the Health Sector Bargaining Unit Review Act (HSBURA) required a realignment of bargaining unit representation;

AND WHEREAS employees/nurses (“nurses”) formerly represented by the other bargaining agents were, subsequent to the issuance of Interim Labour Certificates, then represented by the Manitoba Nurses Union (MNU);

AND WHEREAS the MNU as bargaining agent conducted subsequent Collective Agreement negotiations on behalf of all nurses now represented by MNU, at “central table” negotiations;

AND WHEREAS certain nurses had previously accrued seniority and service at a rate that may be different than specified in the MNU Collective Agreement(s) negotiated at “central table”, and occupied positions which were subject to former Collective Agreement provisions that specified qualifying full time annual hours which varied from those in the MNU Collective Agreement(s);

AND WHEREAS certain other nurses represented by MNU prior to the realignment of HSBURA, occupied positions which were subject to previous MNU Collective Agreement provisions that specified a variety of qualifying full time annual hours other than two thousand fifteen (2015);

AND WHEREAS the parties have agreed, through collective bargaining, that effective April 1, 2022, all annual hours of full-time work shall be standardized to be two thousand fifteen (2015) for all nurses in all MNU bargaining units represented at “central table”;

NOW THEREFORE the parties agree as follows:

1. Where, for any period prior to April 1, 2022, a nurse occupies(d) any position for which the annual hours which qualify for “full time” are other than two thousand fifteen (2015), all calculations of years of service, or portions thereof, for any such period prior to April 1, 2022, shall be conducted based on the number of hours then associated with the position.

2. For greater certainty, any years or portions thereof, prior to April 1, 2022, shall be recognized using the qualifying amounts of annual hours for that position at the relevant time, for the purposes of determining seniority as per Article 2501, and all other relevant accruals, including but not limited to: vacation accrual, and pre- retirement leave.

Example 1: Nurse A commenced a full-time position effective April 1, 2016. The annual hours for the position were 1885 up until the date of standardization, i.e., April 1, 2022. Nurse A worked 1885 hours per year up until April 1, 2022, and further five (5) years thereafter at 2015 hours per annum, retiring on March 31, 2027 at age 57. Nurse A would

have eleven (11) years of service, resulting in 44 days of pre-retirement entitlement in accordance with Article 2413(a). For the purposes of vacation entitlement and paid vacation, Nurse A would qualify for paid vacation of twenty five (25) days/five (5) weeks, effective April 1, 2026 as per Article 2103 (i.e., in the eleventh year of service).

Example 2: Nurse B was hired for and worked a 0.5 EFT (and no additional available shifts beyond the 0.5 EFT), beginning on April 1, 2016 and retiring on March 31, 2027. The annual hours for the position were 1885 up until the date of standardization, i.e., April 1, 2022. Nurse B would receive 22 days pre-retirement leave, upon retirement.

3. For the purposes of increment advancement, please refer to the MOU # 34 re: Article 3408 (Increments).

### **33. Re: Complexity of Negotiations Subject to HSBURA**

WHEREAS the parties have been engaged in collective bargaining for the April 1, 2017 to March 31, 2024 Collective Agreements, subsequent to the enactment of the Health Sector Bargaining Unit Review Act (HSBURA),

AND WHEREAS the negotiations were unique and complex with respect to the consolidation of numerous separate Collective Agreements into one (1) Collective Agreement for each of the six (6) Employers Organizations,

AND WHEREAS the parties recognize the possibility may exist that both parties may have inadvertently overlooked bargaining a provision(s) of a previous agreement into the 2017-2024 Collective Agreement(s) in the circumstances,

AND WHEREAS the parties wish to agree upon a process to consider further amendments to a Collective Agreement(s) should a provision(s) have been overlooked in the bargaining process,

AND WHEREAS it is not the intention of this memorandum to allow either party to seek to amend Collective Agreement provisions that were the subject of collective bargaining,

NOW therefore the parties agree as follows as it applies to the 2017-2024 Collective Agreements;

1. Should either party discover a Collective Agreement provision(s) that was inadvertently overlooked in the collective bargaining process for the 2017-2024 Collective Agreement(s), they shall provide notice to the other of the provision(s) which was overlooked and reasons it should be added to the 2017-2024 Collective Agreement(s) as a mid-term amendment.
2. It is agreed that notice under paragraph 1 is not notice to bargain any specific provision(s) under s. 61(3) of the Labour Relations Act.

3. Unless the parties agree to a mid-term amendment at the outset, the issue will be referred to the Standardization Committee, who will promptly meet to consider whether to recommend an amendment to the 2017-2024 Collective Agreement(s). Both parties agree that they shall take all reasonable efforts required to permit the issue to be discussed and understood promptly at the Standardization Committee level.

Any recommendation from the Standardization Committee to amend the Collective Agreement(s) mid-term in good faith shall be referred to the Director, Provincial Health Labour Relations Services (PHLRS), and the Director of Labour Relations, Manitoba Nurses Union (MNU).

### **34. Re: Article 3408 (Increments)**

For part-time nurses whose annual hour base prior to April 1, 2022 is different than 2015, the parties agree that the nurse's former Collective Agreement provisions, as they relate to receiving the next increment on the salary scale, shall continue to apply up until such time as the nurse has received their next increment. Thereafter, Article 3408 of the MNU Collective Agreement shall apply.

For clarity this MOU applies only to the timing of the receipt of the subsequent increment. The salary scales themselves, with respect to the amount corresponding to each step, are understood to be as per the new Collective Agreement.

### **35. Re: Hours of Work**

The existing provisions governing hours of work (Collective Agreement MOUs MOAs) in place at each site shall be maintained as per existing practice (as outlined in the former applicable Collective Agreements MOUs MOAs) until 2400 hours, March 31<sup>st</sup>, 2022. Existing provisions shall include, but are not limited to: rest periods, meal periods, shift duration, days of rest, flex time, and any other consideration with respect to the administration of hours of work.

It is understood between the parties that for the purposes of interpreting Article 302 (b) – (Part Time Nurse Definition), and Article 14 for the sites and employers comprising the Employers Organization, the paragraph above will apply until March 31<sup>st</sup>, 2022.

Effective 0001 hours, April 1<sup>st</sup>, 2022 the provisions of Article 302 (b) and Article 14 of this Collective Agreement shall then apply to all sites unless otherwise agreed by the parties.

### **36. Re: Undergraduate Nursing Employee (UNE)**

WHEREAS the Employers Organizations are responsible for the provision of health care services for Manitobans, and as such desire to attract, retain and develop nurses to work as part of the delivery of those services;

AND WHEREAS the parties agree that nursing students who have completed an appropriate amount of the curriculum and clinical experience are a valuable resource to support the existing collaborative health care team to provide patient centered care within the health care system;

AND WHEREAS by creating a new classification for these undergraduate nurses, it may increase the likelihood of retaining these undergraduate nurses to work as Registered Nurses and Registered Psychiatric Nurses upon graduation in the Province of Manitoba;

AND WHEREAS by inclusion of these undergraduate nurses in the bargaining unit, they will have the opportunity to utilize rights in the Collective Agreement to apply for nursing positions as an internal candidate;

AND WHEREAS the intention of this Memorandum is to support recruitment and retention efforts within the Province of Manitoba, not to affect the hours or positions of nurses in other classifications;

NOW THEREFORE the parties agree to create a new classification of a casual Undergraduate Nursing Employee (UNE), as follows:

1. The new “casual” classification of UNE will be created.
2. The UNE will be a nursing student enrolled in an Employer-approved nursing education program leading to initial entry to practice as a Registered Nurse (RN) or Registered Psychiatric Nurse (RPN).
3. The UNE position provides an opportunity for the nursing student to consolidate the knowledge and skill acquired in their nursing education program towards competency in the range and complexity of RN or RPN practice. The UNE is an unregulated member of the collaborative health care team who provides patient centered care under the supervision of the RN or RPN.
4. As a casual employee, the UNE will be subject to the provisions of Article 35 – Special Understanding re Casual Nurses, with the exception of:
  - a. 3501
  - b. 3504
    - i. the allowance as outlined in Article 18;
    - ii. Responsibility Pay premium outlined in Article 19;
    - iii. the Employer Sponsored Education Development allowance in Article 2407.

- c. 3509 (a), (b), and (c) re: orientation payback
  - d. 3505 – UNE's will be paid 5%-Recognized Holiday-pay
5. The UNE will be compensated at Start Rate of the LPN scale.
  6. It is understood that in order to enact this Memorandum of Understanding:
    - a. The Bargaining Certificate will need to be amended to include this classification in compliance with HSBURA, and;
    - b. Regulatory authority must be obtained to permit UNE's to carry out certain nursing functions under supervision that are currently reserved acts in the Province of Manitoba under regulations to The Regulated Health Professions Act;

Representatives of the Employers and the Union will work together to achieve the necessary approvals.

Utilization and employment of UNEs shall not result in elimination or reduction of positions for all other classification of nurses, nor result in the reduction of the availability of additional available shifts, or a reduction in the hours that would otherwise be available for any other classification of nurses. The parties will agree to meet upon confirmation of the required issues in #6 above to discuss implementation of the UNE classification. Subsequently, the parties shall discuss the ongoing role of the UNE at the applicable Nursing Advisory Committee (NAC) meeting and address issues raised by the parties to ensure the successful implementation of this classification. In the event that there is a permanent increase or decrease to the nursing complement or there is a change to the master rotation on a unit where the UNE is utilized, the Employer will advise the Union of such change.

This Memorandum of Understanding is made on a without prejudice and precedent basis and may only be referred to in relation to the enforcement hereof.

### **37. Re: Involuntary Reassignments in Event of Foreseen Staffing Shortages**

Where no nurse has accepted the reassignment on a voluntary basis as per 2804 B., in addition to previously indicated conditions/compensation for voluntary reassignment, in 2804 B., C., D., and E. (E. not applicable to single site Employers) the following conditions will also apply:

1. Before compulsory reassignment of nurses, the Employer shall first seek volunteers to work the necessary shift(s) on the basis of voluntary eligible overtime amongst

nurses who have documented their availability per the site process to work in the receiving unit for the shift(s).

Where the Employer contemplates compulsory reassignment from a separate sending site, the Employer shall first offer overtime to nurses (of the same qualifications as potentially reassigned nurses), before compelling reassignment from the same sending site. (Not applicable to single site Employers).

No nurse shall be compelled to accept reassignment where nurses volunteer to work those shifts on the basis of overtime compensation.

2. The assignment will enhance the well-being of other nurses working on the unit and will not adversely impact the well-being of the nurse who is reassigned.
3. No nurse will be compelled to accept a reassignment greater than fifty (50) kms from their regular facility/program/site/unit. (Not applicable to single site Employers).
4. Where a nurse is involuntarily reassigned to an alternate facility/program/site/unit, and the nurse's travel time is greater than the distance to their regularly assigned facility/program/site/unit, the additional travel time will be considered time worked and eligible for overtime compensation as per the conditions of the Collective Agreement. (Not applicable to single site Employers).
5. Where a nurse is involuntarily reassigned for more than three (3) shifts or twenty-three point two five (23.25) hours (whichever is less), in a four (4) week period (commencing the date of the first reassignment), all subsequent involuntarily reassigned regular (non-overtime rate) hours shall be paid at double (2x) the reassignment compensation, as provided in paragraph B.1. (e) of Article 2804 (\$6/hour or  $15\% \times 2 = \$12/\text{hour}$  or 30%, whichever is greater).
6. Where involuntary reassignment is necessitated on a constant and recurring basis due to an unfilled vacancy, the Employer and Union shall meet to determine measures to address the vacancy. Such measures may include consideration of additional incentives to attract applicants to the position. Where the parties are unable to agree on the terms to fill the vacancy the matter may be referred to a Troubleshooter for a final determination on appropriate measures/incentives to fill the vacancy.
7. Involuntary reassignment of nurses, regardless of classification, shall be assigned equitably, on a quarterly basis.

Involuntary reassignments for foreseen staffing shortages cease as of the date of expiry of this Collective Agreement, unless renewed in writing by mutual agreement of the parties. The parties shall meet sixty (60) days prior to the expiry date of this provision to discuss renewal.

Where the Employer seeks a temporary extension of these provisions, pending renewal of the Collective Agreement, it must sufficiently demonstrate it has conducted best efforts to recruit nurses/fill vacancies to address the shortages for which involuntary reassignments have been required. In such case the Union shall not unreasonably withhold its agreement. In the event of a dispute over extension of these provisions, the Troubleshooter will be requested to assist the parties and will be mandated to resolve the issue (as per the conditions indicated herein) pending the conclusion of bargaining for a renewal agreement.

### **38. Re: Vacancy Information Provided to Patient Care Optimization Committee**

The parties acknowledge and agree that the sharing of relevant information in a timely fashion is important to the achievement of the objectives of the Patient Care Optimization Committee ("the Committee").

In order to support the work of the Committee as it relates to issues of recruitment and retention, and to identify where staffing priorities and needs may exist across Manitoba, it is agreed that each Employers Organization will provide to the Committee a quarterly vacancy report containing monthly nursing vacancies categorized by facility/site/program, as appropriate.

It is understood and agreed that detailed vacancy information exchanged between the parties pursuant to this memorandum will not be shared publicly. This does not prevent either party from commenting on significant shortages due to unfilled vacancies or generalized vacancy trends publicly.

### **39. Re: Reference to Standardization Committee During Term of Agreement**

WHEREAS in negotiating the terms of the six (6) Collective Agreements between the Manitoba Nurses Union and the Employers Organizations to which this Memorandum of Understanding is attached, the parties have sought to standardize Collective Agreement terms across all agreements, but recognize that additional consultation is necessary before attempts can be made to standardize the terms governing issues identified by Employers and worksites; Employers Organizations and Bargaining Units;

AND WHEREAS the complexity of attempting to standardize terms related to these issues is such that it was not practicable to attempt to do so in the negotiation of the current Collective Agreements;

AND WHEREAS the parties wish to make a “best effort” attempt to reach agreement on standardization of Collective Agreement terms related to these issues during the term of these Collective Agreements;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Employers and the Manitoba Nurses Union agree to strike a committee or committees, with equal representation of three (3) to five (5) members each, to engage in a consultative process to seek agreement regarding standardization of Collective Agreement provisions related to the issues.

The Employers Organization shall provide disclosure of relevant data as determined by the committee(s) to permit full consideration by the committee(s).

The committee(s) shall commence consultation at a time agreed by the parties but in any case no later than three (3) months after date of ratification, and shall meet when determined by the committee, with a view to completing consultation within six (6) months of commencement of the committee(s), or such extended period as the parties agree.

Either party’s representatives on a committee may introduce any Collective Agreement issue for consideration of standardization.

If a committee is able to reach an agreement on a proposed amendment to the Collective Agreements in respect of any one or more of the issues under consideration, they may recommend such amendments to their respective parties (MNU/PHLRS) for consideration. The parties may agree to proceed with such amendments, subject to necessary ratification, if required, or may table the issue(s) to be addressed in the Collective Agreement negotiations which occur for renewal of the Collective Agreements.

#### **40. Re: French Language**

The Employers have an obligation to ensure compliance with respect to a variety of statutory authorities by requiring bilingualism (French and English) as a bona-fide qualification for designated bilingual position(s) within a site/program. In the event the Employer elects to designate an additional bilingual position(s), the Employer and the Union shall meet to discuss the bilingualism requirements attached to the position(s).

The Employers Organizations recognize that the rights of all nurses must be respected under the Collective Agreement. For operational purposes, bilingual position(s) as designated by the Employer may be awarded to a unilingual candidate subject to the requirement to attain linguistic competency in either French or English within a reasonable time period. In the event that there is no qualified bilingual nurse applicant for the designated bilingual position(s), the Employer may fill positions as necessary to meet patient care needs.

The following Memorandum of Understanding particular to the French Language in the Collective Agreements in force and effect when The Health Sector Bargaining Review Act was proclaimed, remain in force and effect for the duration of the Collective Agreement:

In the event of a conflict between this MOU and an existing MOU, the existing MOU shall govern.

Employer	Union	Employer Organization	Number
Actionmarguerite (Saint Boniface) Inc.	Tache Nurses Local 49 of the Manitoba Nurses' Union	Winnipeg Employer Organization	FL #1
Actionmarguerite (Saint – Vital) Inc.	Foyer Valade Nurses Local 146 of the Manitoba Nurses' Union	Winnipeg Employer Organization	FL #2
St. Boniface General Hospital –	St. Boniface Nurses Local 5 of the Manitoba Nurses' Union	Winnipeg Employer Organization	FL #3
Southern Health – Sante Sud a) Foyer Notre Dame  b) Centre Sante Notre Dame Worksites	Manitoba Nurses Union	Southern Employer Organization	FL #4

#### **41. Re: Article 2101 & 2109**

It is agreed between the parties that the current vacation scheduling process in place at each site governed by this agreement shall be maintained as per existing practice (as outlined in the former applicable Collective Agreements) until such time as the completion of the 2021/2022 vacation year. Vacation scheduling practices shall include, but are not limited to: dates posted for vacation entitlement, dates for vacation request submission, dates for posting of approved vacation, honouring vacation already scheduled and approved, and any other consideration with respect to the administration of the manner in which vacation is applied.

Effective for the 2022/23 vacation year, this memorandum shall cease to be in effect and vacation shall be administered as per the language of the Collective Agreement as outlined in Article 21, unless otherwise agreed by the parties.

Should vacation years be subsequently adjusted by virtue of agreement as per the Standardization Committee, vacation entitlement shall be adjusted accordingly to ensure accrual rates are properly maintained.

#### **42. Re: Article 30A**

The Employer and the Union mutually agree that because St Amant Centre no longer participates at the Central Table negotiations due to the restructuring as a result of the HSBURA legislation, the provisions of Article 30A shall also apply to nurse-initiated mobility to/from St Amant Centre, with the exception of transferability of accrued vacation.

#### **43. Re: Nurse-Initiated Mobility 30A03**

The parties agree as follows:

1. Where the parties have already determined and agreed upon a without prejudice and precedent solution for a nurse governed by this Collective Agreement with respect to the transfer/mobilization/porting of seniority and service, where the sending and/or receiving site(s) was not party to mobility/portability, such resolution shall remain unamended and unaffected by this Memorandum or Article 30A03.
2. Where a nurse in an MNU bargaining unit made an Employer change prior to October 14, 2021, and qualified for, and had mobilization or portability rights, and did not request to mobilize accrued seniority and service from one Employer to the other, they shall be afforded the applicable portability entitlements as specified in the former Collective Agreement.
3. Where a nurse was employed at a site included in an Employers Organization under the HSBURA legislation, and the nurse did not make a request as per #1 above, the nurse shall have their request considered consistent with the terms agreed to for similar requests under 1 above.
4. Notwithstanding 2 and 3 above, where a nurse, currently in the MNU bargaining unit, was disentitled from mobilizing seniority, service, etc. as a result of accepting a casual position with the sending site prior to commencing a term or permanent position at a receiving site, the parties agree that Article 30A03 (g) will be applied retro actively to the effective date of the interim bargaining unit certificate\* applicable to the Employers within the Employers Organization for any nurse currently within the bargaining unit who made an Employer change from one Employer or Employers Organization to another. Where a nurse has satisfied the conditions in Article 30A03 (g), they shall be entitled to mobilize their accrued seniority, service, and benefits specified as per current Article 30A03.
5. For 2, 3, 4 above, a nurse must notify Provincial Health Labour Relations Services (PHLRS) at [lrs@sharedhealthmb.ca](mailto:lrs@sharedhealthmb.ca) within 90 days of ratification (October 14,

2021) of this agreement in order to receive mobility/portability rights as specified herein. The PHLRS will consider each request to determine eligibility.

\*Date of interim certification - December 8, 2019 (rural EOs), December 13, 2019 (WCHREO & SHEO).

#### **44. Re: Appendix C – Occupational Classifications**

The parties acknowledge and agree that most Collective Agreements that are now part of each Employers Organization contain an Appendix C – Occupational Classifications. Each Appendix C is specific to the Employer's or site's previous Collective Agreement.

Specifically, the Appendix C for WCHREO and SHEO in its current form does not reflect the additional classifications that resulted from HSBURA and therefore each Appendix C will need to be updated to reflect such changes, as well as ensure the inclusion of the information from all sites comprising each EO.

In order to work towards a standard Appendix C – Occupational Classifications, the parties agree to maintain the current Appendix C's for each site/Employer, and refer the process of standardization of these Appendices to the Standardization Committee outlined in MOU # 39 Re: Reference to Standardization Committee During Term of Agreement.

Where nurses are employed at a site, program or facility that was previously represented by a bargaining unit other than MNU, the parties agree that non nursing classifications under the various Appendix C's, shall not be included. Only those nursing classifications shall remain in the various Appendices, and they shall be aligned with the appropriate salary scale, based on MNU classifications. Should the parties be unable to reach agreement on which classification should apply to such nurses, within 15 days of the signing of this Agreement or such timeline as agreed by the parties, the matter shall be referred to an arbitrator to make a binding determination on the nurse's appropriate classification.

#### **45. Re: Standardization of Hours**

WHEREAS it is understood that there are currently nurses working multiple annual hour bases in Manitoba, including 1885, 1950, 2015 and 2080, the most common being 2015 annual hours;

AND WHEREAS, it is understood that for consistency and equity, all nurses should work the same annual hour base of 2015 annual hours;

NOW THEREFORE the parties agree as follows:

1. The current hour bases and all current provisions related to such will remain in effect until April 1, 2022 (the "transition date").

2. Upon the transition date, all nurses working an annual hour base which is not 2015 will convert to the annual hour base of 2015, with schedules and hourly rates adjusted accordingly.
3. In order to minimize the impacts, any vacant positions posted after October 14, 2021, shall be posted based on 2015 annual hours, if operationally feasible.
4. Required reviews of existing schedules, including hours of work and applicable meal and rest periods, will be completed prior to the transition date.

#### **46. Re: Regional Float Nurse(s)**

The Employer and the Union agree that the following conditions and understandings shall apply to Nursing Services provided by Regional Float Nurse(s).

1. When Regional Float Positions are created by the Employer, the positions will be posted as per Article 3001.
2. Home base for the successful applicant(s) will be determined as follows:
  - (j) Home base will be one of the sites in which the Regional Float Nurse(s) will be working.
  - (ii) The home base will be determined by the Employer prior to posting, and identified on the job posting, if a significant majority of the work is determined to be at one particular site, or
  - (iii) It will be identified on the job posting that at the conclusion of the posting process, the home base will be determined between the Employer, the Union and the successful applicant.
3. Transportation reimbursement will be provided to regional float nurse(s) in accordance with the prevailing Province of Manitoba mileage rates in accordance with the following formula:
 

*distance (in kms) from the nurse's home to the alternate worksite minus the distance (in kms) from the nurse's home to the nurse's home base (worksites).*

It is understood that any increases in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.
4. Professional practice issues shall be dealt with at the designated home base.
5. The terms and conditions of the Collective Agreement between the Employer and the Manitoba Nurses' Union shall be applicable.

## **47. Re: Travel Nurse/Locum Assignment Program**

It is agreed between the Employer and the Union to utilize nurses employed within an Employer Organization to provide additional staffing for facilities and services located in those parts of Northern Manitoba which require such staffing, and that there are mutual benefits to this internal approach including improved quality and continuity of patient/client/resident care.

The Travel Nurse/Locum Assignment Program is focused on addressing specific needs in Northern Manitoba by creating short term opportunities for nurses to experience nursing in the North and supporting the high staffing needs of the North.

The Travel Nurse/Locum Assignment program will provide nursing coverage for any identified staffing needs, such as, but not limited to vacation relief, short term leave relief, vacancy relief and additional workload requirements.

The parties agree that an advisory committee will be struck within sixty (60) days of ratification of the Collective Agreement with equal representation from the Employer and the Union to work together to advise on the principles governing the program, the program description, a communication plan, recruitment strategies and guidelines to address procedural issues.

Unless amended by agreement of the advisory committee or as provided in this Memorandum of Understanding, the terms and conditions of employment shall be determined by the applicable Collective Agreement.

It is agreed that during any locum assignment, the following will apply:

- 1) An allowance of \$6.00/hour or 15% (whichever is greater) will be paid to the Travel Nurse, and such allowance shall be paid on all hours worked (including overtime) during the locum assignment and shall be paid in addition to the nurse's basic rate of pay. This allowance shall be paid as income and does not attract any accruals or benefits.
- 2) A per diem of \$60.00/per day will be paid for each full day in the locum assignment including those days where the nurse is not scheduled to work and including travel days.
- 3) Accommodations will be provided by the Employer. The manner in which such accommodations are provided is up to the Employer, this may include Employer owned accommodations, rental accommodations, hotels etc.
- 4) Specified travel time, to and from the locum assignment, will be paid at the nurse's regular rate of pay, and will not include the \$6.00/hour allowance.

- 5) Transportation shall be provided for nurses during the locum assignment. Where the nurse provides their own transportation, reimbursement shall be paid in accordance with Article 2003 and any applicable Employer policy.
- 6) Nurses participating in the Travel Nurse/Locum Assignment program are not eligible to receive the payments outlined in Appendix F – Bi-Weekly Remoteness Allowance, nor the Isolation/Remoteness Retention Allowance.

It is understood that should the Employer wish to extend this program beyond Northern Manitoba, the parties shall meet to discuss any applicable requirements and rates.

This Memorandum of Agreement is made on a without prejudice and precedent basis and may only be referred to in relation to the enforcement hereof.

#### **48. Re: Joint Safe Patient Care Committee**

In the interest of safe patient care and safe nursing practice, the parties agree to establish a Tripartite Manitoba Nurses Union/Employer/Manitoba Health Committee to review and make recommendations on issues of mutual interest to ensure effective and safe health care service delivery.

Topics will include but are not limited to:

- a) Nursing practice conditions
- b) Safety of patients and nurses
- c) Safe staffing model(s)
- d) Role of Charge Nurse
- e) Patient Care hours
- f) Community nursing

The Committee will be struck and will commence work within ninety (90) days of ratification. The parties shall create terms of reference for the Committee. Such terms of reference shall include a process whereby agreed recommendations may be implemented within the duration of the Collective Agreement.

#### **49. Re: Inter-facility Position(s)**

**Applicable within and between the Employers and Sites in the SHEO and WCHREO, excluding Churchill Health Centre site, Eden Mental Health Centre site and any sites outside the City of Winnipeg.**

Whereas, periodically it may be appropriate to create positions higher than a Nurse II which fall under the scope of this Collective Agreement which are inter-facility in nature; and

Whereas, the creation of inter-facility position(s) must recognize the existence of separate Collective Agreements;

The parties agree as follows:

1. Where an inter-facility position(s) is contemplated, the Employers commit to contacting MNU and the respective Local/Worksite(s). The affected parties shall meet to discuss the specifics of the situation, in keeping with the principles as outlined in the Memorandum.
2. Should there not be mutual agreement between the affected parties, the inter-facility position(s) will not be posted as an inter-facility position(s).
3. In the event there is mutual agreement on a specific inter-facility position(s), such agreement shall be set out in a separate Memorandum of Understanding between the affected parties.
4. The positions contemplated in this memorandum will be either:
  - (i) a position(s) shared between two (2) or more Employers;
  - (ii) a position primarily located at one (1) site but requiring the performance of duties at each of the facilities/sites/programs.
5. The position(s) shall be posted in accordance with the respective Collective Agreement of both parties.
6.
  - (a) For those position(s) outlined in 4 (i) above, all applicants from each of the facilities/sites/programs will be considered and shall be treated as internal candidates. Mobility seniority will be the seniority utilized for the purpose of selection into the shared position(s). An internal applicant awarded the position(s) will remain an employee of their current Employer.
  - (b) Those positions outlined in 4 (ii) above shall be awarded in accordance with the Collective Agreement of the facility/site/program where the position is primarily located.
7. The affected parties will determine and commit to writing, in the separate memorandum, which facility/site/program will be considered the Employer of record, in the event the successful applicant is external to the facilities/sites/programs.
8. The successful applicant(s) will be required to comply with the policies and procedures of each facility/site/program in which they will practice. Resolution of professional practice and/or any other disputes arising under the Collective Agreement shall be the responsibility of the Employer of record.

9. To cover the cost of parking at each facility, one deduction from the nurse's pay cheque will be made by the Employer of record. A reciprocal pass will be provided, if possible. It is understood the nurse(s) shall not incur parking costs exceeding the parking rate as determined by the Employer of record.

## **50. Re: Nurses in Inter-facility Positions**

The Employer and the Union agree they will work together to identify nurses who are currently in inter-facility positions. Memorandum(s) [as referenced in #7 of the Memo Re: Inter-facility Position(s)] will be developed to cover these nurses and the conditions that apply.

**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement
2. Re: Manitoba Health Premiums
3. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation
4. Re: Shifts of Less than 7.75 Hours - *Not Applicable for Home Care Nurses*
5. Re: Agency Nurses
6. Re: Group Benefit Plans
7. Re: Pensions [Participation in Jointly Trusteed Pension Plan (HEPP)]
8. Re: Group Registered Retirement Savings Plan
9. Re: Joint Nursing Council
10. Re: Buyback of Healthcare Employees' Pension Plan (HEPP) Pension
11. Re: Participation in PHCLA/Redeployment
12. Re: Provisions for Part-time Nurses Occupying More Than One Position Within the Sites Comprising the Employer
13. Re: Nurse Practitioner Positions
- 13A. Blank
14. Re: Mentorship
15. Re: Nurse Weekend Worker
16. Re: Increase of EFT
17. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union
18. Re: Letter of Understanding – HEPP COLA Fund
19. Re: Former Civil Service Nurses Who Have Maintained Their Pension with the Civil Service Superannuation Plan
20. Re: Grievance Investigation Process
21. Re: Transfer – Job Selection
22. Re: 12 Hour Shift Schedule Pattern
23. Re: 10 Hour Shift Schedule Pattern
24. Re: 7.75/11.63 Hour Shift
25. Re: Transfer of Program as per Article 4204 (A)
26. Re: Relocation Assistance as per Article 4204 (A) – Program
27. Re: Seniority Recognition
28. Re: Return of Service Agreements
29. Re: Critical Incident Stress Management (CISM)
30. Re: Provincial Float Pool (the “Pool”)
31. Re: Referral to Patient Care Optimization Committee
32. Re: Preservation of Seniority, etc. For Different Annual Work Hours
33. Re: Complexity of Negotiations Subject to HSBURA
34. Re: Article 3408 (Increments)

35. Re: Hours of Work
36. Re: Undergraduate Nursing Employee (UNE)
37. Re: Involuntary Reassignments in Event of Foreseen Staffing Shortages
38. Re: Vacancy Information Provided to Patient Care Optimization Committee
39. Re: Reference to Standardization Committee During Term of Agreement
40. Re: French Language
41. Re: Article 2101 & 2109
42. Re: Article 30A
43. Re: Nurse- Initiated Mobility 30A03
44. Re: Appendix C – Occupational Classifications
45. Re: Standardization of Hours
46. Re: Regional Float Nurse(s)
47. Re: Travel Nurse/Locum Assignment Program
48. Re: Joint Safe Patient Care Committee
49. Re: Inter-facility Position(s)
50. Re: Nurses in Inter-facility Positions

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Job Sharing**

***(Applicable for Manitoba Adolescent Treatment Centre and Eden Mental Health Centre)***

**MOU Re: Job Sharing**

1. When a full-time position is posted, two (2) nurses may apply to equally share that position. Both nurses sharing the position shall be given part-time employment status and shall earn benefits as provided for in the Collective Agreement.
2. 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.
3. When one (1) nurse in a job share is authorized to be away from work for any reason, it is expected the other nurse shall cover during their partner's absence providing such coverage will not result in overtime without the authorization of the manager.

If due to unforeseen circumstances, a job share nurse cannot cover in their partner's absence, the nurse must notify the nurse manager to arrange alternate coverage. Job share nurses are not required to cover for extended periods of absence, but will be offered an opportunity to do so.

Nothing in this paragraph releases the nurse from their obligation to advise the nurse manager of their absence, notwithstanding the shift(s) is covered by the other job share nurse.

4. 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 shared position, the position will be posted as full-time with the following wording noted on the job posting:

"This full-time position is currently being filled by two (2) nurses working permanent part-time. The remaining nurse wishes to continue working their half of the rotation and they 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."

5. Providing there is another nurse willing to share the full-time rotation, the remaining nurse will be maintained in the shared position.
6. If the management decision is to no longer allow this position to remain as a shared 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 them if they wish to change from part-time to full-time.
7. 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.
8. The remaining nurse will then be offered any part-time position that is currently vacant, and if none is available they shall be dealt with in accordance with Article 2708.

As of October 14, 2021, the conditions of an existing job share arrangement shall remain intact (as per previous applicable contract language) and will not be subject to the conditions of this MOU. Going forward, any new job share arrangements will be subject to this MOU.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Definition of Units at CancerCare Manitoba**  
***(Applicable for CancerCare Manitoba)***

The Employer agrees that definition of units at CancerCare Manitoba shall be described as follows:

**I Units:**

1. Clinical Trials Unit (CTU)
2. Provincial Cancer Referral and Navigation (PCRN)
3. Clinic(s) – MacCharles  
Treatment – MacCharles
4. Clinic(s) – St. Boniface  
Treatment – St. Boniface
5. Clinic(s) – Community  
Treatment – Community

**II Flexibility:**

It is further understood that Nurses in CTU and PCRN must have flexibility to work at all sites (St. Boniface, MacCharles, and Community).

**III Assignment – Not Unit Specific:**

Nurse Educator(s) and Nurse Practitioner(s) will not be impacted by this Memorandum of Understanding and will provide their services in any unit(s) as required.

**IV Postings:**

1. All postings will identify the specific unit(s) for the positions.
2. Postings in CTU and PCRN (as defined in II Flexibility) will identify the requirements for flexibility to work at all sites (St. Boniface, MacCharles and Community).

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

***Applicable for Crisis Response Services***

**Re: Article 1504 (d)**

It is agreed between the parties that for nurses employed within the Crisis Response Services site of the Shared Health (Direct Operations) Employer, the below provisions from the former WRHA Community Programs/MGEU Local 220 Collective Agreement shall continue to apply for the purposes of MNU Article 1504 (d), and these provisions will be referred to the Standardization Committee:

**48:03 Days of Work**

This provision shall only apply to employees hired before October 11, 2011 except as noted below: This provision will not apply to employees who apply for (and are successful in obtaining) positions posted stating evening, night and/or weekend work, and subsequent letters of offer clearly state the requirement for evening, night and/or weekend work.

The days of work shall be Monday to Friday inclusive. If it becomes necessary to provide service to the public on Saturdays and/or Sundays, an employee's day(s) of work may be altered to include a Saturday and/or Sunday, subject to the following:

- (a) The Employer shall endeavour to staff these situations through the use of volunteers from among existing staff.
- (b) In the event insufficient volunteers can be recruited, the Employer shall consult with the Union regarding any changes to the days of work of existing employees. Any alteration to the days of work requires the mutual agreement of the Employer and the Union.
- (c) An employee whose days of work are changed shall then be given a minimum of thirty (30) days' notice prior to the implementation of the change to her days of work.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Manitoba Nurses' Union Process for Unfilled Positions**

1. Vacancies will be posted as per the Collective Agreement. The posting will include the following statement:  
  
"If there are no applicants meeting the posted qualifications, the Employer MAY CONSIDER an applicant who does not meet the posted qualifications."
2. Positions remaining unfilled following one (1) posting will be listed on an "Unfilled Position List" (List). The List will be posted on the posting board. Positions on this List will be available on a first come, first served, basis. Any inquiry into a position on the List initiates discussion on that position. No further inquiries/applications on the position will be considered until the original inquiry has been completed. Applications/inquiries will continue to be received until the original application has been finalized. Anyone initiating discussion on a position must have an application for the position filled out and submitted. The Human Resources Services will confirm with the relevant Manager whether any discussions are underway. If an inquiry is under discussion, the nurse making the subsequent inquiry will be informed of this along with the expected decision date, which shall not exceed four (4) weeks, the nurse will have the opportunity to have their inquiry/application considered for other position(s) that remain unfilled.
3. If a position is removed from the Unfilled Position List for any reason, for more than two (2) weeks, it will be reposted as per the Collective Agreement. In order to award a position, it must either be posted as per Article 30 or be on the Unfilled Position List. A position will not be filled in any other manner except where the Union has agreed to waive a posting for the purposes of accommodation or grievance resolution. Positions which have been awarded from the Unfilled Position List and subsequently declined will be reposted pursuant to Article 30.
4. If an applicant is interested in an EFT different than what was posted, and the Employer can accommodate the request (i.e. .5 + .2 reconfigured to a .7) the reconfigured position is a new vacancy and must be posted as per the Collective Agreement. If unfilled, the position will be processed as in #2 above.
5. In the event that the Employer is prepared to award an unfilled position to an applicant who does not meet the posted qualifications, preference shall be given to the internal applicant who applied for the position when it was initially posted. If there were more

than two (2) internal applicants, the selection process will be followed should those nurses continue to be interested in the position.

6. Positions will not be placed on the Unfilled Positions List unless and until they have first been posted in accordance with #1 above.
7. The Unfilled Positions List will be updated weekly and a copy will be provided to the Union.
8. In the event a member of the management team is holding positions e.g. for potential rotation changes/amalgamation of positions; or to create new positions, etc., said information is to be e-mailed to Human Resources Officer responsible for the program area and the Local/Worksite President and assigned MNU Labour Relations Officer.
9. The names of those nurses who are awarded positions from the Unfilled List will be forwarded to the Union in accordance with Article 3004.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Application of Offering of Overtime and Additional Available Shifts**

It is the desire of both parties to work together towards a process that enables the ability to offer overtime and additional available shifts across the sites comprising the Employer, however it is acknowledged and understood between the parties that the scheduling systems and departments that would provide for this to be operationalized are not yet in place.

It is agreed that during the life of this Agreement, the parties will meet to review the steps required to enable a process that would allow for offering of Overtime and Additional Available Shifts between the sites comprising the Shared Health Direct Operations. The Employer commits to making best efforts to implement the above process within two (2) years.

The current process of offering Overtime and Additional Available Shifts at a site level will be maintained until the parties have confirmed a new process and an agreed upon date of implementation.

FOR THE EMPLOYER:

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FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Article 10 – Hours of Work**  
***(Applicable at Manitoba Adolescent Treatment Centre)***

Unless otherwise mutually agreed, full-time employees who were employed by the Employer prior to January 1, 1994, providing that they do not choose to move to a position which is required to work weekends, shall be scheduled every weekend off as referenced below.

The parties hereby agree that the following are the employees identified in Article 10:06 of the Collective Agreement.

Full-time employees prior to January 1, 1994:  
Malcolm Bruce

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Article 1601**

It is understood between the parties that for the purposes of interpreting MOU #12 (Re Provisions for Part Time Nurses Occupying More Than One Position Within the Employer - #5), Article 1601 (Overtime) Article 302 (b) - (Part Time Nurse Definition) and Article 3402 (Part Time Nurses and Additional Available Shifts), for the sites and employers comprising the Shared Health Employers Organization the following will apply:

Where a nurse has accepted and works multiple positions at multiple sites within the same Employer, the nurse would have to qualify for overtime in each site corresponding with each position held. Overtime will be earned corresponding to the position(s) within each site, not cumulatively amongst all sites worked with the same Employer.

It is also understood that in the event a nurse is reassigned or temporarily transferred to a different site, the hours worked by the nurse at the receiving site will count towards the calculation of overtime at the sending site. For clarity where a nurse holds a single position and is assigned to other position(s) or site(s) with the same Employer in accordance with this Collective Agreement, all hours worked shall count towards the calculation of overtime at the sending site/position.

This memorandum is subject to the Memorandum Re: Application of Offering of Overtime and Additional Available Shifts and the terms and conditions therein. Once a new process has been agreed upon and implemented any changes affecting overtime assignment and administration shall be similarly adjusted in this memorandum.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Application of Article 1805 – Assignment of Standby**  
***(Applicable for Manitoba Adolescent Treatment Centre)***

It is agreed between the parties that the current practice related to the assignment of standby shall be maintained for the life of the Collective Agreement; meaning that the assignment of standby shall be distributed as equitably as possible amongst those nurses who volunteer for the assignment.

A standby sign-up sheet shall be provided for volunteer employees to advise their availability and willingness to participate in standby. The standby sign-up sheet will be updated every six (6) months to allow people to sign up or remove their name. The standby sign-up sheet shall be placed where all employees have access to it.

Should there be a requirement to review this practice during the life of this Collective Agreement, the parties agree to meet and discuss.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Special Understandings - Clinical Nurse Specialists (CNS)**

The terms of the Collective Agreement shall be applicable to the Clinical Nurse Specialists except as modified hereinafter. Inclusion of Clinical Nurse Specialists within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter.

1. Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work. The Clinical Nurse Specialist may vary hours worked in order to effectively carry out the accountabilities of the position.
2. Article 2103(a) - A nurse occupying a CNS position 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 ten (10) years	Twenty (20) days per year
In the eleventh (11th) to twentieth (20th) year inclusive	Twenty-five (25) days per year
In the twenty-first (21st) and subsequent years	Thirty (30) days per year

This provision shall apply to each Nurse IV (where applicable) and Nurse V (where applicable) employed by the Employer on April 1, 1998. This article will not apply to nurses who are newly employed as, or reclassified to, Nurse IV (where applicable) or Nurse V (where applicable) after April 1, 1998.

3. Article 2103(b) - To include Clinical Nurse Specialists, effective April 26, 1991.
4. Seniority

Seniority within the bargaining unit shall be deemed to commence from the date that each incumbent last commenced continuous employment with the Employer.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Secondment of a Health Sciences Centre Nurse Elected to Serve as  
President of the Worksite 10**

The Employer and the Union agree each with the other as follows:

1. A nurse employed by the Employer who is elected to the full-time position of President of the Union, shall be considered as continuing in the employ of the Employer during the nurse's term of office as President of the Union and shall be considered to be seconded to the Union during the term of office. It is understood that the position vacated by the nurse seconded to the position of Union President shall be posted and maintained and/or replaced as an indefinite term.
2. For the purposes of administering the period of secondment, the Treasurer of the Union shall function as the official contact person in any dealings with the Employer. In addition the Treasurer of the Union shall be accountable for:
  - (i) notifying the Employer, in writing, of the official commencement and termination date of the President's term of office;
  - (ii) determining the bi-weekly payroll record of the President and notifying the Employer of same.

The Union shall save the Employer harmless from any claim from the President arising from alleged error(s) in the payroll record.

3. **Reimbursement of Employer Costs**

The Union shall assume the responsibility for reimbursing the Employer for total recovery of payroll and related costs associated with the President's term of office, as follows:

- (i) gross salary, including paid vacation, income protection and any other paid leave of absence authorized by the Treasurer;
- (ii) Employer portion of C.P.P.;
- (iii) Employer portion of E.I.;
- (iv) Workers Compensation premiums;
- (v) Payroll tax;

- (vi) Employer portion of Benefit Plan premiums (pension plan, group life insurance plan, dental plan);
- (vii) Pre-retirement leave.

The Employer shall provide the Union Treasurer with a monthly statement of the above-referenced payroll expenses incurred during the nurse's period of secondment to President of the Union.

It is understood that the Employer shall reimburse the Union for all travel expenses, i.e. parking, mileage from the facility to the meeting site incurred by the President when attending Employer Organization NAC or Union Management meetings, NRRF, or any other regional/provincial joint committee meetings which the President is required or requested to attend.

#### 4. Income Protection

- (i) The Union President will accumulate sick pay credits at the rate of one and one-quarter (1.25) days per month during the period of secondment. In the event that the Union President is absent during the secondment period due to accident or illness and the sick pay credits accumulated during the period of secondment are insufficient to cover full payment of sick leave, the Employer will pay the Union President out of sick leave credits accumulated prior to the secondment period and bill the costs to the Union, subject to paragraphs (ii) and (iii) below.
- (ii) Upon the nurse's return to work following the period of secondment the amount of income protection accumulated during the period of secondment will be reconciled against the amount of income protection utilized during this same period. In the event the difference is positive i.e. the amount accumulated is greater than the amount utilized, the nurse will be eligible to utilize the difference (unutilized income protection credits) at a future date. It is understood that utilization of these income protection credits may only occur once the nurse exhausts all income protection credits accumulated during their normal course of employment with the Employer.
- (iii) It is further understood that these income protection credits shall not be stored in the nurse's income protection bank within the computerized payroll system. Following the period of secondment a record of these credits will be provided to the nurse along with a copy in the personnel file of the nurse. In the event and at the point that the nurse wishes to utilize these income protection credits they will advise the Human Resources Department. The Employer will pay said income protection and bill the Union for the cost.

5. Disability & Rehabilitation Plan (D & R)

The President will have coverage under the HEB Disability & Rehabilitation (D & R) Plan. During the D & R elimination period only unutilized income protection credits earned during the period of secondment will be paid.

6. Accumulation of Paid Vacation

The President will accumulate vacation credits on the same earning rate as they would have accumulated vacation credits had they not been seconded.

For the purposes of reconciliation, the Employer is financially responsible for the vacation earned by the nurse while they are engaged in their normal course of employment with the Employer; and the Union is financially responsible for the vacation earned by the nurse during the period of secondment.

8. Seniority/Service

(i) Seniority shall continue to accrue during the period of secondment.

(ii) Following the expiry of the period of secondment, the President's normal increment date will be delayed for a period of time equivalent to the period of secondment. The time worked between the date of the last increment to the date that the nurse assumed the office of President shall count toward the granting of the next increment.

9. This Memorandum of Understanding shall remain in force until revised by mutual agreement between the parties or until terminated by either party.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Secondment of a Health Sciences Centre Nurse Elected To Serve As Vice-President of Worksite #10**

The Employer and the Union mutually agree as follows:

1. A nurse employed by the Employer who is elected to the position of Vice President of the Union, shall be considered as continuing in the employ of the Employer during the nurse's term of office as Vice President of the Union and shall be considered to be seconded to the Union on a full time basis during the term of office. It is understood that the position vacated by the nurse seconded to the position of Union Vice-President shall be posted and maintained and/or replaced as an indefinite term.
2. For the purposes of administering the period of secondment, the Treasurer of the Union shall function as the official contact person in any dealings with the Employer. In addition the Treasurer of the Union shall be accountable for:
  - (i) notifying the Employer, in writing, of the official commencement and termination date of the Vice President's term of office;
  - (ii) determining the bi-weekly payroll record of the Vice President and notifying the Employer of same.

The Union shall save the Employer harmless from any claim from the Vice President arising from alleged error(s) in the payroll record.

3. **Reimbursement of Employer Costs**

The Union shall assume the responsibility for reimbursing the Employer for total recovery of payroll and related costs associated with the Vice President's term of office, as follows:

- (i) gross salary, including paid vacation, income protection and any other paid leave of absence authorized by the Treasurer;
- (ii) Employer portion of C.P.P.;
- (iii) Employer portion of E.I.;
- (iv) Workers Compensation premiums;
- (v) Payroll tax;

- (vi) Employer portion of Benefit Plan premiums (pension plan, group life insurance plan, dental plan);
- (vii) Pre-retirement leave.

It is understood that the Employer shall reimburse the Union for all travel expenses, i.e. parking, mileage from the facility to the meeting site incurred by the Vice President when attending Employer Organization-NAC or Union Management meetings, NRRF meetings or any other joint committees meetings when they are designated by the President to attend.

The Employer shall provide the Union Treasurer with a monthly statement of the above-referenced payroll expenses incurred during the nurse's period of secondment to Vice President of the Union.

#### 4. Income Protection

- (i) The Union Vice-President will accumulate sick pay credits at the rate of one and one-quarter (1.25) days per month during the period of secondment. In the event that the Union Vice-President is absent during the secondment period due to accident or illness and the sick pay credits accumulated during the period of secondment are insufficient to cover full payment of sick leave, the Employer will pay the Union Vice-President out of sick leave credits accumulated prior to the secondment period and bill the costs to the Union, subject to paragraphs (ii) and (iii) below.
- (ii) Upon the nurse's return to work following the period of secondment the amount of income protection accumulated during the period of secondment will be reconciled against the amount of income protection utilized during this same period. In the event the difference is positive i.e. the amount accumulated is greater than the amount utilized, the nurse will be eligible to utilize the difference (unutilized income protection credits) at a future date. It is understood that utilization of these income protection credits may only occur once the nurse exhausts all income protection credits accumulated during their normal course of employment with the Employer.
- (iii) It is further understood that the income protection credits earned during the period of secondment shall not be stored in the nurse's income protection bank within the computerized payroll system. Following the period of secondment a record of these credits will be provided to the nurse along with a copy in the personnel file of the nurse. In the event and at the point that the nurse wishes to utilize these income protection credits they will advise the Human Resources Department. The Employer will pay said income protection and bill the Union for the cost.

5. Disability & Rehabilitation Plan (D & R)

The Vice President will have coverage under the HEB Disability & Rehabilitation (D & R) Plan. During the D & R elimination period unutilized income protection credits earned during the period of secondment will be paid for those days that the Vice President would have been at the Worksite 10. The remaining EFT if applicable will be covered as per Article 3902.

6. Accumulation of Paid Vacation

The Vice President will accumulate vacation credits on the same earning rate as they would have accumulated vacation credits had they not been seconded.

For the purposes of reconciliation, the Employer is financially responsible for the vacation earned by the nurse while they are engaged in their normal course of employment with the Employer; and the Union is financially responsible for the vacation earned by the nurse during the period of secondment.

7. Seniority/Service

- (i) Seniority shall continue to accrue during the period of secondment.
- (ii) Following the expiry of the period of secondment, the Vice President's normal increment date will be delayed on a pro rata basis for a period of time equivalent to the period of secondment. The time worked between the date of the last increment to the date that the nurse assumed the office of Vice President shall count toward the granting of the next increment.

8. This Memorandum of Understanding shall remain in force until revised by mutual agreement between the parties or until terminated by either party.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Research Nurse Positions**  
***(Applicable for Health Sciences Centre)***

The parties recognize the uncertain nature of funding for Research Nurse positions. Accordingly, it is agreed that:

- Term Research Nurse position(s) posted in accordance with Article 3006 will not require the reposting of position(s) upon receipt of further grant funding up to a maximum of two (2) years. This agreement will apply to all existing Research Nurse positions and to future Research Nurse positions which may be created after the date of signing of this Memorandum of Understanding. Any further extensions shall be the subject of discussion and mutual agreement between the Union and the Employer.

FOR THE EMPLOYER:

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FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Child Health Program Nurses and Critical Care Program Nurses**  
***(Applicable for Health Sciences Centre and CancerCare Manitoba)***

The Employer(s) and the Union agree that the following conditions and understandings apply re nursing services provided through the Child Health Program Nurses, Critical Care Program Nurses, and Adult Ambulatory Care Nurses.

1. Child Health Program Nurses, Critical Care Program Nurses and Adult Ambulatory Care Nurses providing nursing services at CancerCare Manitoba are employees of the Health Sciences Centre and the terms and conditions of the Collective Agreement between the Shared Health Employers Organization and Manitoba Nurses Union shall be applicable to them.
2. Professional practice issues shall be referred to and are the responsibility of the Health Sciences Centre.
3. Any other disputes/grievances arising under the Shared Health Employers Organization Collective Agreement shall be referred to and are the responsibility of the Health Sciences Centre.
4. It is agreed that Child Health Program Nurses and Critical Care Program Nurses shall continue to provide the following nursing services in accordance with past practice:
  - CK5 Nurses assigned to Pediatric Clinics at CancerCare Manitoba
  - PICU nurses responding to Code Blue and Code 25 calls at CancerCare Manitoba
  - Code Blue nurses responding to “codes” for adult patients at CancerCare Manitoba
  - Adult Ambulatory Care – Plastic Surgery Clinic nurses providing pre-op teaching and complex dressing changes for adult patients at CancerCare Manitoba
  - CHOR nurses providing support to patients under anaesthesia receiving radiation treatment, including High Risk Anaesthesia Nurse Clinician IIIs
  - Adult Medicine Nurse IIIs providing care in the CancerCare Manitoba Hematology Clinic

5. Should any party to this Agreement wish to alter any provision of this Memorandum, ninety (90) days' notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the parties are unable to reach agreement concerning the alternation(s), the dispute shall, at the request of any or all parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at Article 1302.
6. Should any party to this Agreement wish to terminate this Memorandum, ninety (90) days' notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the concerns cannot be resolved or addressed at the above-mentioned meeting, then the notice to terminate will be accepted by all parties.
7. It is understood that this Memorandum of Understanding is for the duration of this Collective Agreement only.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Nurse Practitioners CancerCare/Health Sciences Centre**

The Employer(s) and the Union agree that the following conditions and understandings apply re Advanced Practice Nursing services provided through the CancerCare Manitoba Haematology, Medical, Surgical and Radiation Oncology programs by Nurse Practitioners:

1. Nurse Practitioners providing nursing services at Health Sciences Centre site through the programs of CancerCare Manitoba Haematology, Medical, Surgical and Radiation Oncology are employees of CancerCare Manitoba and the terms and conditions of the Collective Agreement between the Shared Health Employers Organization and the Manitoba Nurses Union shall be applicable to them.
2. Professional practice issues shall be referred to and are the responsibility of CancerCare Manitoba.
3. Any other disputes/grievances arising under the Shared Health Employers Organization Collective Agreement shall be referred to and are the responsibility of CancerCare Manitoba.
4. Should any party to this Agreement wish to alter any provision of this memorandum, ninety (90) days' notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the parties are unable to reach agreement concerning the alternation(s), the dispute shall, at the request of any or all parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at Article 1302.
5. Should any party to this Agreement wish to terminate this memorandum, ninety (90) days' notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the concerns cannot be resolved or addressed at the above-mentioned meeting, then the notice to terminate will be accepted by all parties.
6. It is understood that this Memorandum of Understanding is for the duration of this Collective Agreement only.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Nurse Clinician – Bleeding Disorder Program**

The Employer(s) and the Union agree that the following conditions and understandings apply re nursing services provided by the Nurse Clinician-Bleeding Disorder Program in the Home Care Program.

1. The Nurse Clinician-Bleeding Disorder Program providing nursing services in the Home Care Program is an employee of the Health Sciences Centre and the terms and conditions of the Collective Agreement between the Shared Health Employers Organization and the Manitoba Nurses Union shall be applicable to them.
2. Professional practice issues shall be referred to and are the responsibility of the Health Sciences Centre.
3. Any other disputes/grievances arising under the Shared Health Employers Organization Collective Agreement shall be referred to and are the responsibility of the Health Sciences Centre.
4. It is agreed that the Nurse Clinician-Bleeding Disorder Program shall continue to provide the following nursing services in accordance with past practice:
  - Following the patient into the community and providing education to Bleeding Disorder patients;
  - Providing education to the Home Care Nurses responsible for the care of the patient(s) including demonstrating skills, accessing veins, developing the appropriate therapy, IV techniques;
  - Providing education to the educational facilities that the patient(s) attend.
5. Should any party to this Agreement wish to alter any provision of this Memorandum, ninety (90) days notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the parties are unable to reach agreement concerning the alteration(s), the dispute shall, at the request of any or all parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at Article 1302.

6. Should any party to this Agreement wish to terminate this Memorandum, ninety (90) days notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the concerns cannot be resolved or addressed at the above-mentioned meeting, then the notice to terminate will be accepted by all parties.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Child Health Program Nurses Health Sciences Centre Site and Home Care**

The Employer(s) and the Union agree that the following conditions and understandings apply re nursing services provided by Child Health Program Nurses in the Home Care Palliative Program.

1. Child Health Program Nurses providing nursing services in the Home Care Palliative Program are employees of the Health Sciences Centre and the terms and conditions of the Collective Agreement between the Shared Health Employers Organization and the Manitoba Nurses Union shall be applicable to them.
2. Professional practice issues shall be referred to and are the responsibility of the Health Sciences Centre.
3. Any other disputes/grievances arising under the Shared Health Employers Organization Collective Agreement shall be referred to and are the responsibility of the Health Sciences Centre.
4. It is agreed that the Child Health Program Nurses (CK5 Oncology) shall continue to provide the following nursing services in accordance with past practice:

Transition plans for terminally ill children to the WRHA Home Care Palliative Program from CK5 may result in one or more CK5 Nurses providing direct assistance with the care of the terminally ill child in the Community for a temporary period after transition and/or having CK5 Nurses available on a consultative basis to the WRHA Home Care Palliative Program with regard to the care of the terminally ill child.

5. Should any party to this agreement wish to alter any provision of this Memorandum, ninety (90) days notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the parties are unable to reach agreement concerning the alteration(s), the dispute shall, at the request of any or all parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at Article 1302.

6. Should any party to this Agreement wish to terminate this Memorandum, ninety (90) days notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the concerns cannot be resolved or addressed at the above-mentioned meeting, then the notice to terminate will be accepted by all parties.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Child Health Program Nurses Health Sciences Centre and Rehabilitation  
Centre for Children**

The Employer(s) and the Union agree that the following conditions and understandings apply re nursing services provided through the Child Health Program Nurses:

1. Child Health Program Nurses providing nursing services at the Rehabilitation Centre for Children are employees of the Health Sciences Centre and the terms and conditions of the Collective Agreement between the Shared Health Employers Organization and the Manitoba Nurses Union shall be applicable to them.
2. Professional practice issues shall be referred to and are the responsibility of the Health Sciences Centre.
3. Any other disputes/grievances arising under the Shared Health Employers Organization Collective Agreement shall be referred to and are the responsibility of the Health Sciences Centre.
4. It is agreed that Child Health Program Nurses shall continue to provide the following nursing services in accordance with past practice:
  - Children's Urology Clinic Nurse(s) will continue to attend and provide nursing services for Urology Clinic at the Rehabilitation Centre for Children on a (frequency of current clinics) basis
  - Children's Muscular Dystrophy Clinic Nurse(s) will continue to attend and provide nursing services for Muscular Dystrophy Clinic at the Rehabilitation Centre for Children on a (frequency of current clinics) basis.
5. The cost of parking at Rehabilitation Centre for Children will be reimbursed to the nurse per the Shared Health Employers Organization Collective Agreement, in the event the nurse does not have a "reciprocal pass" supplied.
6. The nurse shall be reimbursed for all travel between Health Sciences Centre and The Rehabilitation Centre for Children in accordance with the provisions of Article 2003 (a) of the Collective Agreement.
7. Should any party to this Agreement wish to alter any provision of this Memorandum, ninety (90) days notice must be provided to all interested parties.

All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the parties are unable to reach agreement concerning the alteration(s), the dispute shall, at the request of any or all parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at Article 1302.

8. Should any party to this Agreement wish to terminate this Memorandum, ninety (90) days notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the concerns cannot be resolved or addressed at the above-mentioned meeting, then the notice to terminate will be accepted by all parties.

FOR THE EMPLOYER:

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FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Therapeutic Aphoresis Program – Health Sciences Centre and St. Boniface Hospital**

The parties have mutually agreed that the following will occur regarding the therapeutic aphoresis program position(s) at Health Sciences Centre:

1. The nurses awarded the three (3) positions, equaling 2.0 EFT, will be employees of the Health Sciences Centre and will remain as employees of Health Sciences Centre and as members of the Manitoba Nurses' Union.
2. Due to the nature of the work to be performed, incumbents will perform therapeutic aphoresis at both the Health Sciences Centre and St. Boniface Hospital.
3. All professional practice issues shall be referred to and are the responsibility of the Health Sciences Centre.
4. Any disputes/grievances arising under the Shared Health Collective Agreement shall be referred to and are the responsibility of the Health Sciences Centre.
5. The cost of parking at St. Boniface Hospital will be reimbursed the nurse per the Shared Health Employers Organization Collective Agreement, in the event the nurse does not have a "reciprocal pass" supplied.

In the event that it is determined further positions in the program are required the parties will meet to determine the Employer of the additional positions.

It is agreed between the parties that this Memorandum of Understanding is without prejudice or precedent.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Renal Transplant Coordinator/Multi Organ Donor Coordinator – Health Sciences Centre and St. Boniface Hospital**

Pursuant to the Inter-Facility Positions Memorandum, the parties have mutually agreed that the following will occur regarding the Renal Transplant Coordinators/Multi Organ Donor Coordinators positions at Health Sciences Centre and St. Boniface Hospital.

1. The nurses will be employees of Health Sciences Centre and will be members of MNU Worksite 10.
2. The incumbents will perform their duties primarily at Health Sciences Centre but there will be a requirement to work and provide consultation in both facilities.
3. The terms of the Collective Agreement between the Shared Health Employers Organization and the Manitoba Nurses Union shall be applicable to the Renal Transplant Coordinators/Multi Organ Donor Coordinators except as modified hereinafter;
  - (a) Renal Transplant Coordinator/Multi Organ Donor Coordinator shall be paid at the Nurse IV rate as set out in Appendix A.
4. All professional practice issues and performance management issues shall be referred to and are the responsibility of the Health Sciences Centre.
5. Any disputes/grievances arising under the Shared Health Employers Organization Collective Agreement shall be referred to and are the responsibility of the Health Sciences Centre.
6. The cost of parking at St. Boniface Hospital will be reimbursed the nurse per the Shared Health Employers Organization Collective Agreement, in the event the nurse does not have a “reciprocal pass” supplied. It is understood that the nurse will be reimbursed for any additional costs they are charged for a reciprocal pass.

It is agreed between the parties that this Memorandum of Understanding is without prejudice or precedent.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Renal Transplant Coordinator/Multi Organ Donor Coordinator – Health Sciences Centre and Grace Hospital**

Pursuant to the Inter-Facility Positions Memorandum, the parties have mutually agreed that the following will occur regarding the Renal Transplant Coordinators/Multi Organ Donor Coordinators positions at Health Sciences Centre and Grace Hospital.

1. The nurses will be employees of Health Sciences Centre and will be members of MNU Worksite 10.
2. The incumbents will perform their duties primarily at Health Sciences Centre but there will be a requirement to work and provide consultation in both facilities.
3. The terms of the Collective Agreement between the Shared Health Employers Organization and the Manitoba Nurses Union shall be applicable to the Renal Transplant Coordinators/Multi Organ Donor Coordinators except as modified hereinafter;
  - (a) Renal Transplant Coordinator/Multi Organ Donor Coordinator shall be paid at the Nurse IV rate as set out in Appendix A.
4. All professional practice issues and performance management issues shall be referred to and are the responsibility of the Health Sciences Centre.
5. Any disputes/grievances arising under the Shared Health Collective Agreement shall be referred to and are the responsibility of the Health Sciences Centre.
6. The cost of parking at Grace Hospital will be reimbursed the nurse per the Shared Health Employers Organization Collective Agreement, in the event the nurse does not have a “reciprocal pass” supplied. It is understood that the nurse will be reimbursed for any additional costs they are charged for a reciprocal pass.

It is agreed between the parties that this Memorandum of Understanding is without prejudice or precedent.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Renal Transplant Coordinator/Multi Organ Donor Coordinator – Health Sciences Centre and Seven Oaks General Hospital**

Pursuant to the Inter-Facility Positions Memorandum, the parties have mutually agreed that the following will occur regarding the 1.0 EFT Renal Transplant Coordinators/Multi Organ Donor Coordinators positions at Health Sciences Centre and Seven Oaks General Hospital.

1. The nurses will be employees of Health Sciences Centre and will be members of MNU Worksite 10.
2. The incumbents will perform their duties primarily at Health Sciences Centre but there will be a requirement to work and provide consultation in both facilities.
3. The terms of the Collective Agreement between the Shared Health Employers Organization and the Manitoba Nurses Union shall be applicable to the Renal Transplant Coordinators/Multi Organ Donor Coordinators except as modified hereinafter;
  - (a) Renal Transplant Coordinator/Multi Organ Donor Coordinator shall be paid at the Nurse IV rate as set out in Appendix A.
4. All professional practice issues and performance management issues shall be referred to and are the responsibility of the Health Sciences Centre.
5. Any disputes/grievances arising under the Shared Health Collective Agreement shall be referred to and are the responsibility of the Health Sciences Centre.
6. The cost of parking at Seven Oaks Hospital will be reimbursed the nurse per the Shared Health Employers Organization Collective Agreement, in the event the nurse does not have a “reciprocal pass” supplied. It is understood that the nurse will be reimbursed for any additional costs they are charged for a reciprocal pass.

It is agreed between the parties that this Memorandum of Understanding is without prejudice or precedent

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Newborn Follow Up Clinic Nurse and RCC Clinic Nurse**

The Employer(s) and the Union agree that the following conditions and understandings apply re nursing services provided through the Rehabilitation Centre for Children (hereinafter referred to as "RCC"):

1. RCC nurses providing nursing services at the Health Sciences Centre (hereinafter referred to as "HSC") are employees of RCC and the terms and conditions of the Collective Agreement between the Shared Health Employers Organization and the Manitoba Nurses Union shall be applicable to them.
2. Professional practice issues shall be referred to and are the responsibility of RCC.
3. Any other disputes/grievances arising under the Shared Health Employers Organization Collective Agreement shall be referred to and are the responsibility of the RCC.
4. It is agreed that the RCC nurse shall provide the following nursing services:
  - a. Newborn Follow Up Clinic Nurses will attend and provide nursing services at the HSC up to one (1) day per week.
  - b. RCC Clinic Nurse will attend and provide nursing services at HSC up to one(1) day per week.
5. The cost of parking at HSC will be reimbursed to the nurse per the Shared Health Employers Organization Collective Agreement in the event that the nurse does not have a "reciprocal pass" supplied.
6. The nurse shall be reimbursed for all travel between RCC and HSC in accordance with the provisions of Article 2003 (a) of the Shared Health Employers Organization Collective Agreement.
7. Should any party to this Agreement wish to alter any provision of this Memorandum, ninety (90) days' notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the parties are unable to reach agreement concerning the alternation(s), the dispute shall, at the request of any or all the parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at Article 1302.

8. Should any party to this agreement wish to terminate this Memorandum, ninety (90) days' notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the concerns cannot be resolved or addressed at the above mentioned meeting, the notice to terminate will be accepted by all the parties.

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
WINNIPEG-CHURCHILL HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: MOU Re Staff Mobility Within the Following Facilities/Programs of the WRHA System**

The parties acknowledge and agree that the language from the previous MOU #26 Re Staff Mobility Within the Following Facilities /Programs of the WRHA System - #6. E. shall remain in effect for those sites/Employers where the language was in the previous Collective Agreement as per below:

**Applicable only to Health Sciences Centre, St. Boniface, Grace, Seven Oaks, Concordia, Victoria, Misericordia, Riverview, CancerCare Manitoba, Deer Lodge, WRHA Public Health, WRHA Home Care, Breast Health Centre, WRHA CNS Pan Am Clinic, Primary Care, Nurse Practitioners and Regional Programs:**

E. Any nurse who:

(i) has utilized a redeployment number in the past to obtain a position but was not permitted to transfer seniority credits at the receiving facility/program/site/Employer, shall be entitled to an adjustment of seniority which will reflect cumulative seniority earned both at the sending and receiving facilities/programs/sites/Employers.

Processes contingent on seniority implemented prior to October 14, 2021 will not be adjusted retroactively, (e.g. bumping, vacation preference).

FOR THE EMPLOYER:

FOR THE UNION:

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Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
SHARED HEALTH EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Article 2411 Bereavement Leave**

***(Applicable for Shared Health Former MGEU 220 Nurses Crisis Intervention- Mental Health Services)***

It is agreed between the parties that for the sites listed above, the provisions of Article 2411 (a) in the Collective Agreement shall be modified and applied as below. These provisions will only apply to those nurses employed at the sites listed as of October 14, 2021 (listed below) and shall not be applied to nurses who may transfer into these sites after October 14, 2021.

Should any of the nurses listed in this memorandum transfer to another Employer, the entitlements under this provision will cease upon date of termination.

**Bereavement Leave:**

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, fiancé, same-sex partner, child, stepchild, parent, step-parent, sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former legal guardian, and any other relative who had recently been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, funeral or initial memorial service or five (5) calendar days following the death, whichever is the greater.

**Shared Health Former MGEU 220 Nurses**

Walker, Kevin  
Waly, Carissa  
Puddifant, Kailyn  
Davidson, Viola  
Shaw, Sarah  
Gomulinski, Jenna  
Johnson, Melinda  
Rennie, Douglas  
Connelly, Leanne  
Warriner, Esther  
Duseigne, Nicole  
Andres, Victor  
Laval, Sydney L  
Wade, Brittney

Charr, Alexa  
Duseigne, Nicole  
LaBella, Chloe  
Puddifant, Kailyn  
Klymochko, Andrea  
Riley, Rachel Rebecca  
Fowler, Cassandra

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**INDEPENDENT ASSESSMENT COMMITTEE (IAC)**

**IAC Chairpersons 1104 (a) (i)**

Kim Fraser

Donna McKenzie

Sandi Mowat

Carole Ohryn

Laurie Walus

Jan Currie

(Melody Muswaggon)

Kp/cope.342

