

MANITOBA NURSES UNION

FROM: October 1, 2021
TO: September 30, 2025

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



MANITOBA NURSES UNION

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EXPIRY: SEPTEMBER 30, 2025

AGREEMENT BETWEEN:

MANITOBA NURSES UNION,
hereinafter referred to as the
"Employer"

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832,**
chartered by the United Food &
Commercial Workers
International Union, hereinafter
referred to as the "Union".

PREAMBLE: WHEREAS it is the desire of the Employer and the Union:

- (a) to co-operate in establishing and maintaining working conditions which will promote a harmonious relationship between the Employer and the employees covered by this agreement; and
- (b) to promote the morale, well being and security of all the employees in the bargaining unit; and
- (c) to encourage efficiency in the operation of the Manitoba Nurses' Union and to provide the best service to its members; and
- (d) to provide methods for fair and amicable resolution of issues which may arise between them from time to time;

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

ARTICLE 1 SCOPE OF THE BARGAINING UNIT

1.01 The Employer agrees to recognize the Union as the sole agency for the purpose of collective bargaining for all Labour Relations Officers, Workplace Safety and Health Officers, Professional Practice and Education Officers, Communication Officers, Accounting and Information Technology Coordinators and In-House Legal Counsel employed by the Manitoba Nurses' Union, in the City of Winnipeg, in the Province of Manitoba, save and except clerical support personnel and elected officials of the Manitoba Nurses' Union, and those excluded by the Act, as stated in Manitoba Labour Board Certificate No. 4653.

ARTICLE 2 DEFINITIONS

2.01 **Feminine or Masculine Gender**

Where the feminine is used, it shall also mean the masculine gender, wherever applicable.

2.02 **Plural and Singular**

Where the plural is used, it shall also mean the singular, wherever applicable.

2.03 **Term employee**

Term employees are defined as employees hired on a full-time basis for a specified period of time. They cease to be employed when the specified term for which they are hired has been completed. This period may be extended by mutual agreement between the Employer and the Union without further posting. All other terms and conditions of this Collective Agreement shall apply to the term employee, dependent upon the position the term is filling, as follows:

- (a) Term positions to perform the duties of Labour Relations Officers, Workplace Safety and Health Officer, Communications Officer or Professional Practice and Education Officer:
 - (i) Sub-articles 13.03 and 13.05 shall be pro-rated in accordance with the length of the term.
- (b) Term positions to perform the duties of any classifications that are entitled to vehicle allowance:

- (i) In regard to Article 20, the Employer will pay the term employee under the car allowance provisions for the length of the term.
- (c) Term positions to perform the duties of the Accounting and Information Technology Coordinator:
 - (i) Article 14 will apply regarding Overtime
 - (ii) Mileage will apply at the rate set in the MNU policy
- (d) Term position to perform the duty of the Communications Officer
 - (i) Mileage will apply at the rate set in the MNU policy

Term employees may be hired on a part-time basis where there is mutual agreement between the Employer and the Union.

2.04 **Indefinite Terms**

An indefinite term position may be posted in situations where an employee is absent indefinitely due to illness or injury. In these cases, the Employer shall state on the job posting that the said term position is an indefinite term which will be given as much notice as possible but never less than forty-eight (48) hours' notice of the expiry date of the term position.

2.05 Part-time employees or part-time term employees may be hired on a part-time basis where there is a mutual agreement between the Employer and the Union under the terms and conditions of this collective bargaining agreement and/or as specifically indicated under sub-article 2.06.

2.06 **Part-time employee**

A part-time employee is one who works on a regular and continuing basis for less than the full prescribed hours of work as specified in Article 11. Part-time employees shall receive the applicable hourly salary according to Appendix B. All benefits shall be on a pro rata basis according to all paid hours.

ARTICLE 3 UNION SECURITY

3.01 The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members shall be eligible for membership in the Union and shall

make application on the official membership application form within fifteen (15) calendar days from date of hire and become members within thirty (30) calendar days.

3.02 The Employer agrees to provide each new employee, at the time of employment, with a form letter outlining to the employee their responsibility in regard to payment of Union dues and initiation fee.

3.03 The Employer agrees to forward Exhibit One duly completed, a sample which is attached to this Agreement, to the Union within fifteen (15) calendar days from date of hire of an employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

ARTICLE 4 UNION DUES

4.01 The Employer agrees to deduct such Union dues, initiation fees and assessments as requested by the Union from time to time. The Employer further agrees to deduct the Union dues automatically from the wages of new employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The written statement shall be in alphabetical order. The Employer shall also provide the Union, when remitting the monthly cheque, with the names of employees and name changes of employees.

4.02 Each year the Employer will calculate the amount of Union dues deducted from the employee's pay and shall indicate the same amount on the T-4 slip for each employee no later than February 28th.

ARTICLE 5 UNION RIGHTS AND ACTIVITIES

5.01 Recognition of Shop Stewards

The Employer agrees to recognize all Shop Stewards elected and/or appointed by the Union from employees from the bargaining unit upon being notified in writing by the Union of the election and/or appointment. Shop Stewards will be allowed to wear their Shop Steward badge while on duty.

5.02 **Shop Steward Functions**

Shop Stewards shall be entitled, during working hours, to carry out their functions under the Agreement, including the investigation and processing of grievances with the Employer on the work site, providing it will not unreasonably interfere with the performance of their duties.

5.03 **Leaves of Absence / Union Functions**

Leaves of absence without pay, without loss of seniority or other benefits, shall be granted to employees who are absent for the purpose of attending Union functions such as conventions, conferences, schools and seminars.

It is understood that the number of employees granted such leave of absence at one (1) time will be subject to Manitoba Nurses' Union operational requirements.

When an employee attends Union functions such as conferences, conventions, schools, seminars, etc., the Employer agrees to pay the employees involved for all wages and benefits as the employee would have received had said employee been at work, and the Union agrees to reimburse the Employer upon receipt of billing.

The Union agrees to notify the Employer at least two (2) calendar weeks prior to said functions.

5.04 **Leave of Absence / Union Duties**

Leave of absence, without pay, shall be granted for a period of up to one (1) year to an employee who was hired by the Union on a full time basis. Such leave of absence shall, upon request, be renewed each year. During such a period of absence, seniority shall accumulate.

5.05 **Negotiations Leave**

The Employer agrees to allow a maximum of **three (3)** employees time off with continuation of pay and benefits for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

5.06 **Bargaining Unit Information**

The Employer shall provide the Union in January and July of each calendar year with all necessary information relating to the following matters for employees within the bargaining unit:

- (a) **A list in Excel format that contains the following information: start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address, telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave). It is the responsibility of the Union to ensure the proper safeguards are in place to ensure the information above is retained in a secure and confidential manner.**
- (b) job postings, job awards, promotions,
- (c) hirings, discharges, suspensions, written warnings, resignations and retirements,
- (d) job titles and job classification specifications, as attached to this Agreement in Appendix C, updated with the approval of the Union, and job descriptions updated with the approval of the Union,
- (e) information relating to salaries and fringe benefits.

5.07 **Access to Personnel File**

Upon written request, the employee shall be given the opportunity to examine any document which is placed in said employee's personnel file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and the employee's reply to any such document shall also be placed in their personnel file. Upon written request, the employee shall also receive an exact copy of such document.

5.08 **General Orientation**

The Employer agrees to provide a Union Representative or Shop Steward not less than thirty (30) minutes as a general orientation period for the familiarization of the new employees in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to UFCW Local 832.

5.09 **Union Representative's Visits**

Duly authorized Representatives of the Union shall be entitled to visit the office(s) for the purpose of observing working conditions, interviewing members, to ensure that the terms of the Collective Agreement are being implemented.

5.10 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee or for reporting to the Union the violation of any provisions of this Agreement.

5.11 The Employer shall allow posting of material related to the Union on the lunch room bulletin board.

ARTICLE 6 PROBATIONARY PERIOD

6.01 An employee's first six (6) months of employment shall be a probationary period and the employee shall not attain seniority until the expiration of the probationary period. When the probationary period expires, the employee's seniority shall then be dated back to the employee's last date of hire.

ARTICLE 7 MANAGEMENT RIGHTS

7.01 The Employer has the right to operate and manage its business, consistent with its Union obligations, to maintain the efficiency of the operation, to hire, classify, promote, transfer, demote, lay off, discipline, or discharge employees for just and sufficient cause.

7.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

7.03 The Employer may establish and enforce from time to time, reasonable rules and regulations affecting the employees covered by this Agreement.

7.04 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

7.05 The Employer shall act reasonably, fairly and in good faith with respect to any matter which is not covered by the Collective Agreement but which affects the bargaining agent or any employee in the unit bound by the Collective Agreement.

7.06 The rights reserved to the Employer herein are subject to the other provisions of this Agreement and shall be exercised in a manner consistent with them.

ARTICLE 8 NO CONTRACTING OUT

8.01 The Employer shall not contract out bargaining unit work.

ARTICLE 9 STRIKES AND LOCKOUTS / PICKET LINES

9.01 The Union agrees that there will be no strike and the Employer agrees that it will not lock out the employees during the term of this Agreement.

9.02 No employee can be disciplined on refusal to cross a legally recognized picket line.

In the event the employees under this Agreement do not have access to their work due to a lock-out or legal picket line by the Employer of the employees covered by an alternate Agreement, the Employer will cover all wages and benefits during this period. If an employee refuses to work in this circumstance, the Employer will not be responsible for wages or time lost during the exercise of this right.

ARTICLE 10 SENIORITY

10.01 Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit.

10.02 **Definition of Qualifications**

Qualifications in this Article shall mean the minimum requirements as indicated in the job description.

10.03 Seniority shall accumulate during all paid and unpaid authorized leaves of absence.

10.04 Seniority shall be the governing factor in matters of promotion, demotion, layoff, recall after layoff, awarding of a new position or vacated position, relieving another employee in a higher paid classification, subject to the employee's qualifications and ability to perform the required work.

10.05 Seniority shall be considered broken and employment terminated if an employee:

- (a) is duly discharged by the Employer and not reinstated through grievance or arbitration procedure of this Agreement,
- (b) voluntarily quits or resigns,
- (c) has been laid off continuously for a period of thirty-six (36) months or is called back to work after layoff and does not return to work within twenty-one (21) calendar days of receiving a registered mail to their last known address,

- (d) is absent from work without a written leave of absence for more than five (5) calendar days unless a satisfactory reason is given by the employee. Illness or inability to communicate with the Employer shall be considered a satisfactory reason,
- (e) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given.

10.06

Vacancies, Job Posting and Promotions

Where a vacancy occurs or a new job is created, notice shall be given to the Union. The notice shall set out the job description, qualifications required for the job and the wage rate.

The Employer agrees to post notices of vacancy for a period of five (5) working days. The Employer will be required to notify all bargaining unit staff by email at the time they post a notice of vacancy for a period of not less than three (3) working days for a vacancy:

- (a) that is created by an employee terminating employment and not giving the full period of notice as specified in Article 22 herein, or
- (b) that is created by a transfer occasioned by posting, or
- (c) by mutual agreement between management and the Union.

Employees shall have the right to apply for the vacancy or the new position and will be given preference over external applicants, provided they have the qualifications and ability to perform the required work. If more than one (1) employee qualifies, seniority shall be the governing factor.

Ability to do the job means ability to perform the requirements of the job following an appropriate familiarization period or following an appropriate training and trial period, such trial period not to exceed ninety (90) working days. The Employer may not curtail the training or trial period without just cause before it has run its normal course. In the event the employee is unable or does not wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, said employee shall be returned to their former position, wage or salary rate, without loss of seniority and any other employee who has been promoted or transferred because of the rearrangement of positions, shall also be returned to their former position, wage or salary rate without loss of seniority.

No employee shall be transferred to a position outside the bargaining unit without such employee's consent. If an employee is transferred to a position outside the bargaining unit, said employee shall retain their seniority accumulated to the date of leaving the unit but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with their seniority accumulated up to the date of transfer outside the unit.

On expiry of a term position, an incumbent who is newly hired from outside the MNU office, shall be entitled to exercise their seniority rights to obtain a vacant position for which they are qualified, without interruption of seniority or benefits, if the incumbent commences in the vacant position within eight (8) weeks of an expired term position.

On expiry of a term position, an incumbent who was employed in the MNU office prior to accepting the term position shall be returned to their former position.

10.07 **Layoffs and Recalls**

In the event of layoff, employees shall be laid off in reverse order of their bargaining unit wide seniority, subject to the employee having the qualifications and ability to perform the required work.

The Employer shall notify employees who are to be laid off ninety (90) calendar days prior to the effective date of layoff or award pay in lieu thereof.

New employees shall not be hired where there are employees on layoff able to perform the normal requirements of the job.

10.08 **Recall from Layoff**

Employees shall be recalled in order of their seniority where jobs become available, providing they are qualified and have the ability to perform the required work. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of their current address. The employee shall return to work within seven (7) working days from the time they receive notice of recall unless on reasonable grounds they are unable to do so. No new employees shall be hired until those laid off have been given the opportunity to recall unless there are no employees qualified or with the ability to perform the required work. The Employer agrees that no general or partial reduction of hours shall be instituted in the event of a shortage of work.

10.09 **Notice to Union re: New Positions and New Appointments**

The Employer agrees to notify the Union of any new positions and/or new appointments to positions within the bargaining unit and to include their classification.

ARTICLE 11 HOURS OF WORK

11.01 The employees covered in the bargaining unit shall be guaranteed not less than thirty-five (35) hours per week.

11.02 Subject to Article 13, the normal basic work week for employees shall be thirty-five (35) hours, worked in five (5) days at seven (7) hours each, Monday to Friday, except General Holidays and shall cover the shifts of 08:30 hours to 16:30 hours or 09:00 hours to 17:00 hours, unless otherwise mutually agreed between the Senior Manager or designate and the employee.

A modified work schedule may be implemented by mutual agreement between the accountant and the Employer. It is understood the modified work schedule is to accommodate episodic alterations to the regular work schedule and shall not cause any disruption in the operation of the office. For the purpose of further clarification, a modified work schedule means:

- (a) thirty five (35) hours of work per week,
- (b) no overtime costs shall be incurred as a result of the modified work schedule,
- (c) it is not the intent that a modified work schedule result in a condensed work week or to have the employee miss entire meal periods.

11.03 The hours of work shall include rest periods but exclude meal periods. Employees shall be entitled to a fifteen (15) minute rest period with pay in the forenoon and afternoon, and a one (1) hour lunch meal period without pay.

11.04 Neither the major rescheduling of hours, nor the shifts of employees, may be changed without the consent of the Union unless the Union and the Employer agree that a crisis situation exists, when both parties will meet with a view to reaching a mutually satisfactory agreement.

ARTICLE 12 PAY DAY - PAYROLL DEDUCTIONS

12.01 The Employer agrees to continue the pay periods and pay days to be every second Wednesday. The Employer shall pay each employee by direct deposit, with a pay stub indicating all deductions made from the employee's pay cheque.

The Employer agrees not to make any deduction from the employee's pay cheque unless the employee has specifically agreed, in writing, to same, or unless specifically indicated in this Agreement, or in accordance with Revenue Canada income tax deductions.

The pay days shall occur on Wednesday after every bi-weekly period of work. In order to limit the negative impact on employees who were in the bargaining unit on date of ratification, said employees were advanced one (1) week's pay, which will be withheld from the employee's last pay prior to the employee's termination of employment. The advance will be reflected on the payroll system on an ongoing basis until the advance is repaid. The employees who are currently affected by this clause include Leona Barrett, Terry Dyck and Debbie Jenkins. These employees shall remain so affected until such time as they have repaid all such monies to the Employer.

ARTICLE 13 COMPENSATORY AND FLEX TIME

13.01 Notwithstanding Article 11, Hours of Work, the parties recognize that the job requirements in the Labour Relations field do not lend themselves to standard hours of work. In recognition of this factor, the Labour Relations Officers, Communications Officer, Workplace Safety and Health Officer, In-House Legal Counsel and Professional Practice and Education Officer shall establish their own flexible time schedules to meet job requirements while protecting personal time off.

13.02 If a Labour Relations Officer, Communications Officer, Workplace Safety and Health Officer, In-House Legal Counsel and Professional Practice and Education Officer has a scheduled formal evening meeting related to the job, planned and predicted at least the day before, they may "flex" their hours and shall be allowed to plan and substitute same by taking time off within **four (4)** weeks of the end of the week in which the "flex" time occurred, provided their schedule permits and provided there is adequate staff coverage in the office. (This flex time, for example, might mean that if the staff person works from 9:00 a.m. to 10:00 p.m. on Wednesday then this person may come to work on another day within two **four (4)** of the Friday following the Wednesday worked from 3:00 p.m. to 5:00 p.m. and no time comes out of the compensatory time banked if applicable.)

13.03 In unusual circumstances where Labour Relations Officers, Communications Officer, Workplace Safety and Health Officer, In-House Legal Counsel or Professional Practice and Education Officer have worked substantial amounts of additional hours beyond their usual working hours (i.e. central table bargaining, special assignments, strikes and/or lockouts, or other multiple day/week, long work days) the Employer agrees to allow reasonable flexibility of the time limits as set out above.

13.04 To compensate for excessive hours which may be worked to meet job requirements, the Labour Relations Officer, Workplace Safety and Health Officer, and Professional Practice and Education Officer shall be provided with a banked time credit of fifteen (15) days (one hundred and five (105) hours) on January 1st in each calendar year to be utilized by the Labour Relations Officers, Workplace Safety and Health Officer, and Professional Practice and Education Officer at a time mutually agreed between the parties. Preparation time includes: work on files, "catch-up" work, prep time for

negotiations, prep time for meetings, prep time for hearings, prep time for education sessions, etc. is part of the job and is done on regular work time or at home/office in evenings or weekends by choice. Compensatory time of fifteen (15) paid days "pays" for this (one hundred and five (105) hours being reached in the year does not mean that extra hours of required work stop.)

13.05 Labour Relations Officers, Workplace Safety and Health Officer, and Professional Practice and Education Officer shall use banked time prior to December 31st in the year which it was granted, except for five (5) days (thirty five (35) hours) of such banked time which may be carried over from one (1) calendar year into the first four (4) months of the following year.

13.06 In addition to the above, the Labour Relations Officers, Workplace Safety and Health Officer, and Professional Practice and Education Officer shall be granted five (5) paid days off over the Christmas period in accordance with past practice.

13.07 It is agreed that vacation scheduling will take priority over scheduling of this banked time.

ARTICLE 14 OVERTIME

14.01 All time worked in excess of seven (7) hours in any one (1) day shall be compensated at the rate of time and one-half (1½). All such overtime worked that exceeds six (6) hours in any calendar week (Monday to Friday inclusive) shall be paid for at the rate of double (2X) time. All overtime will be authorized by a voucher. This applies to employees working in the classification of Accounting and Information Technology Coordinator.

14.02 Any mandatory overtime worked on weekends or General Holidays will be paid at double (2X) time. This applies to employees working in the classification of Accounting and Information Technology Coordinator.

14.03 Overtime may be banked and taken as time off in lieu of pay. Banked time will be paid out at the employee's prevailing rate of pay at calendar year end, except for ten (10) days that may be carried over for use in the next calendar year. This applies to employees working in the classification of Accounting and Information Technology Coordinator, In-House Legal Counsel and Communications Officer.

14.04 Employees working in the classification of Accounting and Information Technology Co-ordinator, In-House Legal Counsel and Communications Officer will be granted days off with pay which would normally be worked between Christmas and New Year's. One (1) day with pay shall be granted on Christmas Eve day, if Christmas Eve falls on a Monday through Friday.

14.05 If the Employer requires and authorizes the Labour Relations Officers, Workplace Safety and Health Officer, Communications Officer, In-House Legal Counsel and Professional Practice and Education Officer to attend meetings or staff the office, or represent the Union at hearings or negotiations, or requires and authorizes other work on a Saturday, Sunday or General Holiday, the Labour Relations Officer, Workplace Safety and Health Officer, Communications Officer, In-House Legal Counsel and Professional Practice and Education Officer shall be paid at the rate of time and one-half (1½) their regular salary for all hours worked.

ARTICLE 15 GENERAL HOLIDAYS

15.01 The following days, or substitute days for those that occur on the weekend, shall be considered General Holidays for which employees shall receive full pay although they are not normally required to work on said holidays:

New Year's Day	Terry Fox Day
Second Monday of February	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
National Day for Truth and Reconciliation (September 30th)	

and any other day or portion of a day designated as a holiday by the Municipal, Provincial or Federal government.

15.02 If a General Holiday falls within the vacation period assigned to or chosen by the employee, the employee shall, in addition to their regular vacation, also receive an extra day off with pay in lieu of such holiday.

15.03 If any of the above holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay, at a time selected by the employee.

ARTICLE 16 WAGES

16.01 The minimum rates of pay for all employees coming under this Agreement shall be as per Appendix B of this Agreement, provided that where an individual employee's wages are higher, such rate of wages shall not be reduced by reason of this Agreement.

Recognition of Previous Experience

The starting salary of a newly hired employee shall recognize previous experience applicable to the position applied for, provided the relevant experience is on an equivalent full-time basis within the past five (5) years.

16.02 Where an employee, in accordance with the terms of the Agreement, is assigned to a higher paying job, said employee shall receive the rate for the job, or where a salary range has been established, the next higher rate in the salary range.

16.03 If a new position is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure in Article 27 of this Agreement.

ARTICLE 17 VACATION WITH PAY

17.01 Employees covered by this Agreement shall be entitled to the following vacations with pay.

The vacation year is from July 1st to the next following June 30th with vacations earned in one (1) vacation year to be taken within the next vacation year.

Vacations may be taken in advance or delayed only with the approval of the Employer. Compensatory time off may be added to full annual vacation only with the approval of the Employer.

Paid vacation shall be calculated on the basis of vacation earned at the following rates:

<u>Length of Employment</u>	<u>Vacation Earned</u>
In the first 4 years	twenty (20) working days
In the 5th to 9th years inclusive	twenty-five (25) working days
In the 10th to 24th years inclusive	thirty (30) working days
In the 25th and subsequent years	thirty-five (35) working days

17.02 **Vacations Consecutive**

The Employer agrees to grant vacations with pay to employees consecutively, unless the employee requests to have their vacation broken up.

17.03 **Vacation Scheduling**

The Employer agrees to facilitate employees' date of commencement and ending of vacation by mutual agreement. Vacations shall be scheduled by the Employer after discussion with the employees affected. If agreement cannot be reached, seniority shall prevail.

17.04 All vacation requests must be submitted to the Employer by March 31st and the approved vacation schedule for the following vacation year will be posted no later than April 30th. Employees who have not submitted their vacation requests by March 31st will not be allowed to bump those employees who have submitted their requests by March 31st.

17.05 **Illness/ Injury During Vacation**

An employee who on vacation is hospitalized for an illness or injury during their vacation may file a claim for sick pay benefits for the period of hospitalization. The unused vacation shall be returned and shall be rescheduled following the employee's return to work. In the event the unused vacation envelopes the June 30th cut-off date, the Employer may, at their discretion, pay the outstanding vacation pay or reschedule the vacation on a mutually agreed date in the next vacation year.

17.06 Any employee who is entitled to bereavement leave in accordance with Article 19.06, Bereavement Leave, and where such bereavement leave occurs during said employee's vacation, shall be entitled to bereavement leave and pay and shall, provided the employee attends the funeral, be entitled to have that portion of their vacation rescheduled at a later date.

17.07 In the event an employee's vacation is cancelled by the Employer (without agreement of the employee), the Employer must first demonstrate there are no other options. If there are no other options or alternative plans cannot be mutually agreed, the Employer will be responsible for reimbursing the employee for reasonable costs incurred. Employees will make all reasonable attempts to minimize/recoup such costs including but not limited to cancellation fees, lost deposits, flight costs, hotel/vacation rental costs, vehicle rental costs, event tickets or pre-paid entertainment etc. The Employer will also be responsible for any cost related to cancellation of immediate family residing in the same household.

ARTICLE 18 HEALTH AND SAFETY

18.01 The Employer agrees to make reasonable and proper provision for the maintenance of high standards of health and safety for employees covered by this Agreement during the performance of their duties. The Employer shall comply with applicable Federal, Provincial and Municipal health and safety regulations.

The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Safety and Health Committee to attend Safety and Health Committee-approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. Each bargaining unit committee member shall receive at minimum two (2) paid days of training per calendar year or more based on current legislation.

ARTICLE 19 LEAVE OF ABSENCE

19.01 The requesting and granting of leaves of absence shall be in writing.

19.02 **Maternity Leave**

A female employee shall be granted a maternity leave of absence without pay, of seventeen (17) weeks, by the Employer. Said employee shall be returned to work by the Employer to the same position when she returns. The employee must notify the Employer, in writing, at least four (4) weeks prior to the estimated date of delivery, specifying the date she intends to commence leave.

Where the employee intends to return to work immediately following her maternity leave she must make application in writing to return to work and give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work.

Seniority and all normal benefits will accumulate during a maternity and/or parental leave of absence.

An employee taking maternity and/or parental leave pursuant to this Article shall be entitled to:

Ninety-five (95%) percent of the salary being received at the time of the leave for the first week being followed by

Payments equivalent to the difference between ninety-five (95%) percent of the salary being received at the time the leave was taken and the Employment Insurance weekly benefit for an additional sixteen (16) weeks.

Parental Leave**(A) Entitlements**

Every employee

- (a) who,
 - (i) becomes the natural parent of a child or assumes actual care and custody of a child, or
 - (ii) adopts a child under the law of a Province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to sixty-three (63) weeks.

(B) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when their parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(C) Late Application for Parental Leave

When an application for parental leave under sub-article (A) above is not made in accordance with sub-article (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this Article for the portion of the leave period that remains at the time the application is made.

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this Article shall be reinstated in the position occupied at the time such leave commenced.

19.04 **Child Bearing Support Leave**

Upon request, the Employer agrees to grant an employee up to seven (7) working days, without pay, upon the birth of their child. In addition, and upon request, an employee who has not physically given birth to their child shall be granted up to thirty-seven (37) weeks unpaid leave of absence for parental responsibilities in relation to the birth of their child.

19.05 **Pallbearer / Mourner Leave**

Any employee attending a funeral as a pallbearer or mourner will be allowed the required time off for the purpose of attending the funeral without loss of pay or benefits, to a maximum of one (1) day or seven (7) hours.

19.06 **Bereavement Leave**

If a death occurs in an employee's family, no reduction in pay will be made for up to four (4) non-consecutive working days, or six (6) non-consecutive working days if out of town. Family shall be deemed to mean spouse, common-law spouse, same sex partner, child, parent, stepparent, step-child, sibling, father-in-law, mother-in-law, grandparent, step grandparent, grandchild, step grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé, former foster child and any other relative who has been residing in the same household.

19.07 **Adoption Leave**

Upon receipt of the adopted child, an employee shall be granted up to a one (1) year leave of absence without pay. It is understood that the employee must submit a written request for such leave as soon as possible.

19.08 **Jury Duty/Witness Leave**

An employee who is required by law to serve as a juror, which includes jury selection, or subpoenaed witness in any Court of Law shall be granted leave of absence with pay for all scheduled hours, provided that the employee remits to the Employer any monies received other than for reimbursement of expenses.

19.09 **Leave for Public Office**

An employee will be granted unpaid leave of absence to enable them, if nominated, to campaign for public office and, if elected, to serve the term of office.

19.10 **Personal Leave of Absence**

Request for a personal leave of absence without pay shall be given individual consideration, taking into account the requirements of the employee and the job.

19.11 **Return to Work**

An employee who wishes to resume their employment on the expiration of a leave of absence, in accordance with this Article, shall be reinstated by the Employer in the position occupied by them at the time such leave commenced. Where an employee requests to return to work prior to the expiry date of the leave of absence as set out in the approved request, the Employer shall make every effort to accommodate said employee, but the Employer shall be under no obligation to return the employee to work until such time as the leave of absence would have expired.

19.12 **Sabbatical Leave of Absence**

An employee may be granted sabbatical leave from duty for the purpose of taking a course(s), or for educational opportunities, which is/are considered desirable as a means of enhancing and improving upon the effectiveness of the employee's current or anticipated duties.

Such sabbatical leave may be granted at the discretion of the Employer. A request for a sabbatical leave must be submitted to the Employer with as much notice as possible in advance of the proposed sabbatical leave.

Applications shall be made in writing, including a description of the course(s) to be taken, and the duration of the sabbatical leave. The employee shall have the opportunity to support the request through discussion with the Employer. The length of sabbatical leave shall not exceed twelve (12) months. Such matters as Manitoba Nurses' Union priorities (for example, Annual Meeting, negotiations) staff coverage and equitable distribution of the opportunities will be considered in the granting of sabbatical leave.

Should sabbatical leave be granted, the following financial arrangements would be applied for the duration of the sabbatical leave:

After five (5) years of service – thirty (30%) percent of salary;
after six (6) years of service – fifty (50%) percent of salary;
after seven (7) years of service – seventy (70%) percent of salary.

The employee, granted a sabbatical leave, shall sign a written undertaking to the effect that upon completion of the sabbatical leave the employee will return to the Manitoba Nurses' Union for a period of not less than twice the duration of the sabbatical leave.

Should the employee resign before the expiry of such period, a refund shall be made to the Manitoba Nurses' Union of that fraction of the employee's salary paid during the sabbatical leave which is proportionate to the deficiency in the specified period of subsequent service.

19.13 The Employer agrees to separate from the support staff and make known to the employees in the bargaining unit the amount of money in their budget designated to be utilized by members of the bargaining unit for the purpose of attending educational conferences /events which are mutually agreed and that are beneficial and related to their duties and job descriptions. The Employer agrees to endeavour to have an amount available for that purpose that will allow a reasonable number of employees per year to attend said conferences. The number of employees in the bargaining unit and the amount allocated for that purpose shall be at the sole discretion of the Employer.

19.14 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in The Employment Standards Code. Eligibility for such leaves will be determined in accordance with The Employment Standards Code (Manitoba) and Regulations. Such leaves include but are not limited to:

- (a) Domestic Violence Leave
- (b) Compassionate Care Leave
- (c) Family Leave
- (d) Long Term Leave for Serious Injury or Illness
- (e) Leave Related to Critical Illness
- (f) Leave Related to Death or Disappearance of a Child
- (g) Leave for Organ Donation
- (h) Leave for Citizenship Ceremony
- (i) Leave for Reservists

ARTICLE 20 EXPENSES / TRAVEL - VEHICLES - PARKING

20.01 The Employer shall provide a car allowance for Labour Relations Officers, Professional Practice and Education Officer, Workplace Safety and Health Officer and In-House Legal Counsel:

1. A vehicle allowance of one thousand two hundred (\$1200.00) dollars per month inclusive of maintenance allowance. Additionally the Employer shall provide one (1) set of winter tires at a maximum expense of one thousand **five hundred (\$1500)** dollars every five (5) year period. Vehicles must be maintained in good condition. **The Employer will not reimburse winter tire expenses for employees as per 20.01 point 3.**
2. Employees that can show by way of a mileage log that they have in excess of twenty thousand (20,000) business kilometres per year will receive a lump sum payment at year's end equal to ten (10¢) cents per business kilometre in excess of twenty-thousand (20,000) kilometres.
3. If an employee is on unpaid personal leave of absence the vehicle allowance shall cease after six (6) months. Notwithstanding the previous sentence, if an employee is on maternity/parental leave, illness leave or sabbatical leave the vehicle allowance shall cease after sixty-three (63) weeks.
4. The Employer shall pay for the cost of insurance of vehicles. The Employer shall pay the insurance deductible for any employee involved in a vehicle accident, but shall not pay the deductible if said employee was not driving. Copies of the driver's license and insurance documents for each employee shall be provided to the Employer on an annual basis. **The Employer will not reimburse vehicle insurance costs for employees as per 20.01 point 3.**
5. This vehicle allowance shall continue to be paid to employees who have given written notice confirming their retirement date until the conclusion of their work time which includes banked overtime, compensatory time off, and vacation entitlements. In addition, vehicle allowance shall be paid for up to six (6) months of severance pay taken as continuation of salary.

20.02 The Labour Relations Officers, Workplace Safety and Health Officer, Professional Practice and Education Officer and In-House Legal Counsel shall be issued credit cards in the name of the Manitoba Nurses Union for the use of each employee. The use of this credit card for fuel expenses does not include travel during vacations or personal out-of-town trips. The employer shall not pay for any fuel expenses incurred/charged on the weekends or holidays preceding the vacation or personal out of town trips or unpaid leaves of absence which exceed three (3) days. Each employee shall be deducted thirty (\$30.00) dollars per month from their salary to pay for the cost of regular travel to and from work and all travel expenses and related receipts and business activities shall be documented on a form provided by the Employer on a monthly basis.

The Employer will not reimburse fuel expenses for employees on an unpaid leave, including but not limited to; long term disability, maternity/parental leave or sabbatical leave.

20.03 **Parking**

Parking with plug shall be made available to all employees covered by this Agreement at no cost to employees.

20.04 **Winter Survival Kits and Roadside Assistance**

Winter survival kits shall be provided to each employee covered in the bargaining unit who is required to drive outside the City of Winnipeg on Manitoba Nurses Union business during the winter.

The Employer will pay for a CAA Plus membership for employees that are entitled to receive car allowance once their warranty/roadside assistance has ceased. **The Employer will not pay for winter survival kits or a CAA membership for employees as per 20.01 point 3.**

20.05 **Miscellaneous Parking Reimbursement**

Upon presentation of receipts, the Employer will reimburse employees for miscellaneous parking expenses incurred while conducting Manitoba Nurses' Union business.

20.06 The Accounting and Information Technology Coordinator and the Communications Officer shall receive mileage at the rate set in the current MNU Financial Policy for all kilometers accumulated while on MNU business.

20.07 **Meal Allowance**

For the term of this Agreement, for in-province meals, the current meal allowance shall be up to the following:

Breakfast	\$15.00
Lunch	\$20.00
Supper	\$40.00

For travel outside the province, the meal allowance shall be eighty (\$80.00) dollars per day and shall be adjusted to reflect exchange rate should travel be out-of-country. No receipts are required for expenses below these levels but are required for amounts greater than those listed above.

20.08 Traffic violation charges and related costs shall be the employee's responsibility. Parking violation charges will only be paid by the Employer when documentation shows the violation occurred while on MNU business and could not be reasonably avoided.

ARTICLE 21 SEVERANCE PAY

21.01 On termination, except in the case of there being just cause for dismissal, an employee who has completed ten (10) full years of continuous employment shall receive severance pay in the amount of one (1) week's pay at the current rate for each year of employment. **Employees on an unpaid leave, including but not limited to; long term disability, maternity/parental leave or sabbatical leave, do not accrue entitlement to severance pay for the duration of the leave exceeding two (2) years.**

The Employer will provide an additional week of severance for each five (5) year period, commencing the fifteenth (15th) year of continuous employment. Example; Employee has fifteen (15) years of service, they would receive sixteen (16) weeks' severance. In the twentieth (20th) year an additional week, which results in twenty-two (22) weeks of severance, in the twenty-fifth (25th) year, twenty-eight (28) weeks of severance, and so on for each five (5) year block. For clarity if an employee retires in the twenty-fourth (24th) year of service, they would receive twenty-six (26) weeks' severance (twenty-four (24) + two (2) week re fifteenth (15th) and twentieth (20th) year = twenty-six (26) weeks).

21.02 In the event of the death of an employee, severance pay shall be calculated on the same basis and shall be payable to the beneficiary of the deceased employee.

21.03 Unless otherwise mutually agreed to between the employee concerned and the Employer, all severance pay monies shall be paid out as a continuation of salary. Where the employee concerned and the Employer mutually agree, severance pay monies shall be paid out in lump sum payments.

ARTICLE 22 TERMINATION NOTICE

22.01 Employees are required to give four (4) weeks' notice when terminating their employment, unless a shorter notice is mutually agreed between the Employer and the employee.

ARTICLE 23 UNION / MANAGEMENT COMMITTEE

23.01 A Union-Management Committee composed of three (3) bargaining unit employees and three (3) management representatives shall be established. The Committee will meet once every month unless otherwise mutually agreed at a time mutually agreed. The purpose of the Committee is to discuss matters of mutual concern, workload issues and health and safety issues with a view to rectifying same.

 Regarding workload issues, the parties acknowledge that it is in the interests of the Manitoba Nurses' Union to properly address workload concerns of staff in a mutually satisfactory manner.

ARTICLE 24 CONFLICT OF INTEREST

24.01 In the event that there is a jurisdictional dispute or other dispute between the Manitoba Nurses Union and United Food and Commercial Workers Union, Local No. 832, employees covered by this Agreement, in the discharge of their duties, shall owe their allegiance and obligations and responsibilities to the Manitoba Nurses Union. This does not cover any other Article of this Collective Bargaining Agreement.

ARTICLE 25 INDEMNIFICATION

25.01 The Employer agrees to indemnify and save harmless any employee from and against any liability incurred by the employee by reason of any actions taken by the employee in good faith within the scope of their employment with the Manitoba Nurses Union.

ARTICLE 26 ADJUSTMENT OF GRIEVANCES

26.01 Any complaint, disagreement or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement shall be considered as a grievance.

26.02 **Information**

 Where the Union requires information regarding a grievance, hours of work, and/or seniority, the Employer agrees to promptly supply same within ten (10) calendar days from the request, either verbally or in writing to the Union. The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

26.03 **Interview of Employees**

The Employer agrees, whenever interviewing employees for the purpose of their work record, which interview is to be recorded on the employee's personnel file, that a Shop Steward shall be present at all times unless the employee involved waives this right.

26.04 **Notice of Reprimand, Disciplinary Action to Employees**

The Employer agrees, when submitting written notices of warning, disciplinary action or dismissal, to give a copy to the employee concerned with a reason for same in full, and to send a copy to the Union office.

When any person or group of persons makes any written statement pertaining to any member of the UFCW bargaining unit at the MNU, the Employer shall, without undue delay, forward to the employee concerned and the Union, in writing, a copy of such statements and their source, if an investigation will be conducted and/or if discipline will be given.

In the event the Employer chooses not to discipline an employee, or to conduct an investigation, the written complaint shall be destroyed and will not be used against the employee at a later date.

Verbal complaints will not be used in any disciplinary action.

26.05 All grievances shall be submitted in writing.

26.06 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented, in writing, within fifteen (15) calendar days following the event, or knowledge of the event, giving rise to such grievance, shall be forfeited and waived by the aggrieved party, subject to Section 121(2) of The Labour Relations Act of Manitoba.

26.07 **Steps of the Grievance Procedure**

The procedure for adjustment of grievances and disputes which are presented in writing by an employee shall be as follows:

Step One By a discussion between the employee and/or the Union Representative with the Senior Manager or designate.

Step Two If no satisfactory settlement has been reached, the grievance shall be submitted, in writing, to the Director of Labour Relations or designate, who shall have five (5) calendar days to reply to same.

Step Three If no satisfactory settlement has been reached within five (5) calendar days, or a longer period mutually agreed between the Union and the Employer, then upon request of either party, within fourteen (14) calendar days of receiving the final written decision from either party, but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 27.

The Employer agrees to keep the Union informed at all times as to the identities of the management representatives designated to handle Steps One and Two of the grievance procedure respectively.

26.08 All time limits set out in this Article are intended to mean calendar days, but do not include Saturdays, Sundays, and General holidays.

26.09 The time limits as indicated above can be extended by written agreement by both parties to this Agreement.

ARTICLE 27 ARBITRATION

27.01 If the Union and the Employer cannot reach an agreement, as indicated in Article 26 then upon request of either party, the grievance shall be submitted to an Arbitrator, who shall be chosen in rotation from the following list:

- 1) **Gavin Wood**
- 2) **Blair Graham**
- 3) **Kristin Gibson**
- 4) **Helen Krahn**

27.02 If any individual of the above panel who, having been requested their turn to act as Arbitrator, shall be unable or unwilling to act, or the grievance is withdrawn or resolved by the parties, they shall not again be requested to act as Arbitrator on any arbitration until their name comes up again on the regular rotation of the panel.

The Arbitrator shall not be deemed to be willing to act unless they are in the position to convene the hearing within twenty-eight (28) days from the date of their selection. In the event none of the above arbitrators is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the Manitoba Labour Board who shall appoint an Arbitrator who is willing and able to convene the hearing within twenty-eight (28) days.

27.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deem essential to reach a full understanding and determination of the issues involved. In reaching a decision, the Arbitrator shall be governed by the provisions of this

Agreement and shall render their decision within thirty (30) calendar days from the last day of the hearing.

27.04 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitral issue under this Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

27.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Employer's action or reinstate the employee with full back pay, and without loss of seniority.

27.06 The findings and decision of the Arbitrator, on all arbitral questions, shall be binding and enforceable on all parties involved.

27.07 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations, as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

27.08 The Union and the Employer agree each to be responsible for one-half ($\frac{1}{2}$) the total cost of the Arbitrator.

27.09 Employees whose attendance is required as a witness at arbitration hearings related to the agreement shall be given permission to be absent from work and shall not suffer any loss of salary or benefits as a result.

27.10 In the interest of settling a grievance prior to an arbitration hearing and providing the parties mutually agree, the assistance of a grievance mediator may be requested from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 28 **JOB CLASSIFICATION SERIES**

28.01 The following job classifications specifications contained in Appendix C of this Agreement shall continue for the duration of this Agreement:

Labour Relations Officer
Professional Practice and Education Officer
Communications Officer

Accounting and Information Technology
Workplace Safety and Health Officer
In-house Legal Counsel

28.02 The Job Classification Series shall be implemented and shall not be changed except by mutual agreement between the Employer and the Union. The responsibilities contained in current incumbent's job descriptions within the Job Classification Series shall not be changed without mutual agreement between the Employer and the Union.

The parties agree to establish a Job Duties Committee which will be made up of the three (3) members of senior management and three (3) members appointed by the Union. The purpose of this committee is to review the job description and ensure that the job description accurately reflects the duties currently being performed.

ARTICLE 29 APPENDICES

29.01 All Appendices to this Collective Agreement shall be deemed to form part of this Agreement.

ARTICLE 30 EXPIRATION AND RENEWAL

30.01 This Agreement shall be in effect from October 1, 2021 and shall remain in force until September 30, 2025, and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

30.02 On the expiry date of this Agreement, as indicated above, if negotiations have not been completed, the Employer and the Union agree that this Agreement will be extended automatically until:

- (a) an Agreement is reached between the parties hereto;
- (b) a strike is declared by the Union by giving the Employer seven (7) calendar days' notice in writing of its intention to declare a strike, or;
- (c) a lock-out is declared by the Employer by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lockout.

All revisions desired by either party to this Agreement shall be submitted in writing.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"
HEALTH & WELFARE BENEFITS

A-1 **Sick Leave**

A-1.01 Paid time off for absence from work necessitated by injury or illness shall be earned at the rate of one and one half (1 ½) days for each full month of employment. The Senior Manager or designate reserves the right to require proof of authenticity of any claim for sick leave. Sick days not used shall be cumulative from year to year.

A-1.02 A record of all unused sick leave will be kept by the Senior Manager or designate. Each employee shall be informed of the amount of their unused sick leave accrued to their credit at the end of each calendar year. Immediately after the close of each calendar year, each employee shall review the records of the Senior Manager or designate and verify that the accumulated sick leave is correct. Any employee is to be advised on application of the amount of sick leave accrued to their credit.

A-1.03 An employee may use sick leave for personal circumstances related to family illness. Sick leave that may be utilized for this purpose is limited to days earned in excess of five (5) days during the employee's first year of employment and days to the employee's credit which exceed eight (8) days in each year of employment thereafter. Such leave is subject to the approval of the Senior Manager or designate.

A-2 **Union/Employer Joint Benefits Committee**

A-2.01 The parties agrees to participate in a tripartite Union/Employer Joint Benefits Committee, comprised of two (2) representatives selected by the Employer and two (2) representatives selected by each of the bargaining units. This committee will monitor and discuss issues related to the Benefit Plans.

During the life of this Collective Agreement the committee will review benefit levels and premium costs and will complete the review within six (6) months of the date of ratification.

A-3 **Group RRSP/Healthcare Employee Pension Plan (HEPP)**

A-3.01 The matching mandatory contribution rate for the HEPP from the employees and the Employer shall be equivalent to seven point nine (7.9%) percent of each employee's gross income as well as a one (1%) percent Cost of Living Adjustment Plan (COLA) for a total of eight point nine (8.9%) percent, up to the Year's Maximum Pensionable Earnings (YMPE) determined yearly by Revenue Canada.

The contribution rate for all gross income above the YMPE shall be nine point five (9.5%) percent and one (1%) percent COLA for a total of ten point five (10.5%) percent.

A-3.02 An employee already in receipt of an HEPP is not eligible to contribute to this plan but shall continue to contribute to the Group RRSP at a contribution rate of six (6%) percent of the employee's gross income up to the maximum allowed under the law. Additionally, the Employer shall contribute to the Group RRSP at a rate identical to HEPP noted above and under the same requirements. The Group RRSP is being maintained and administered as per past practice for employees not eligible to transition to it during the voluntary period noted above.

A-3.03 This contribution rate may be changed only by mutual agreement with the Manitoba Nurses' Union and the staff members.

A-3.04 Earned income shall include salary, overtime paid, vacation paid and income protection paid.

A-3.05 Deduction of contributions shall be made on a biweekly basis from the staff member's pay cheque.

A-3.06 Additional voluntary contributions to the Group RRSP may be made by eligible employees on a biweekly basis up to the Revenue Canada maximum. The amount shall be one (1%) percent or greater which should be designated prior to January 1st of each year. Each staff member may make lump sum voluntary contributions from time to time with a minimum of one hundred (\$100) dollars per lump sum payment. The Manitoba Nurses' Union does not make any contributions on an employees's additional voluntary contributions.

A-4 **Group Dependent Life, Life, Supplementary Health, Long Term Disability Plan, Vision Care and Dental Plan with Great West Life**

A-4.01 All these plans are compulsory on completion of the probationary period, or at an earlier date on a voluntary basis. Employees pay the cost of premiums related to dependents covered by the Supplementary Health Benefits Plan. All other premiums are paid by the Employer.

A-4.02 The Employer agrees to allow an employee access to their own available income protection credits to top up Long Term Disability benefit payments to a maximum of regular net salary.

A-4.03 Present benefit levels shall not be changed in any way without the prior written consent of the Union. In the event the carrier is changed, the Employer will provide equivalent coverage.

A-4.04 The Employer agrees to increase the monthly limit on insurable earnings for the Long Term Disability Plan to the highest level which does not require evidence of insurability or five thousand (\$5,000.00) dollars, whichever is greater.

A-4.05 All employees shall be entitled to vision care benefits for themselves and their eligible dependents. Vision care benefits shall cover one hundred (100%) percent of the cost of eyeglasses and contact lenses to a maximum of **four hundred (\$400)** dollars per person every two (2) years. In addition, vision care benefits shall cover the full cost of one (1) eye examination per person every two (2) years.

A-4.06 All employees shall be entitled to dental care benefits for themselves and their eligible dependents. Basic coverage is one hundred (100%) percent and Major coverage is eighty (80%) percent with a combined annual maximum (excluding dentures and bridgework) of two thousand (\$2,000.00) dollars per year per person. Dentures and bridgework are part of major and has a maximum coverage of one thousand, five hundred (\$1,500.00) dollars per five (5) years per person. Orthodontics coverage is eighty (80%) percent up to a maximum of two thousand (\$2,000.00) dollars per person per lifetime.

A-4.07 Where an employee is on long term disability, the Employer shall continue to pay premiums as required for a period of two (2) years. Thereafter, should the employee choose to continue maintenance of benefits, the employee shall reimburse the Employer, on a monthly basis, for the cost of all premiums. Failure to make timely reimbursement to the Employer for the cost of said premiums shall result in immediate discontinuation of coverage. For all other unpaid leaves, excluding maternity/parental leave and unpaid illness leave of less than six (6) months, the Employer is not required to provide benefits. Upon mutual agreement between the Employer and the Employee, the Employer may, at its reasonable discretion, permit continuation of benefits, under the conditions as specified previously in this Article.

A-5 Dependent Coverage

A-5.01 Dependent coverage as indicated in Appendix A-4 shall include same sex partners in a cohabitation relationship.

A-6 Workers Compensation

A-6.01 An employee who is unable to perform their regular work with the employer as a result of injury or illness which is recognized as compensable by the Workers Compensation Act, will be entitled to sick leave payment for the difference between the compensation and their regular salary. Such difference will be deducted from the employee's accumulated sick leave entitlement and payment will cease when the employee's sick leave entitlement has been totally claimed.

A-7 Accrual of Vacation and Sick Leave Credits

A-7.01 An employee shall accrue vacation and sick leave credits for a period of two (2) years while on Workers Compensation or Long Term Disability. After two (2) years an employee shall maintain but not accrue vacation and sick leave credit.

A-8 Healthy Living Allowance

A-8.01 The Employer agrees to pay each employee **seven hundred and fifty (\$750.00)** dollars per calendar year as a Healthy Living Allowance. The purpose of such an allowance is to top up the existing benefits, to provide health coverage which is currently not in the Plans, and to provide access to equipment or programs to improve the health and fitness of MNU employees. **With the exception of those on maternity/parental leave, employees on an unpaid leave, including but not limited to; long term disability, or sabbatical leave, do not accrue entitlement to healthy living allowance for leaves in excess of six (6) months in duration. Where an employee has been absent on an unpaid leave for a portion of the year, the allowance shall be prorated accordingly to the time worked.**

A-9 Retiree Benefits

A-9.01 The Employer agrees to pay full cost for five (5) years with any retiree who chooses to do so, the premium costs of the single LINK Plan 2 rate of the Green Shield Canada (GSC) Health Assist LINK benefit coverage.

A-9.02 In order to qualify, employees must be fifty (50) years of age and have been an employee of the Employer for at least ten (10) years.

A-9.03 Employees will be entitled to "top up" benefits to LINK Plan 3 or LINK Plan 4 levels and/or to upgrade to "family benefits" at their own expense.

**APPENDIX “B”
WAGES**

	Current	October 1, 2021	October 1, 2022	October 1, 2023	October 1, 2024
		2.50%	1.75%	1.75%	2%
Accounting and Information Technology Coordinator					
Start	\$38.45	\$39.41	\$40.10	\$40.80	\$41.62
1Year	\$43.12	\$44.20	\$44.97	\$45.76	\$46.67
2 Years	\$52.12	\$53.42	\$54.36	\$55.31	\$56.42
Current Accounting and IT Incumbent	\$53.84	\$55.19	\$56.15	\$57.13	\$58.28
Labour Relations Officer Professional Practice and Education Officer					
Start	\$50.67	\$51.94	\$52.85	\$53.77	\$54.85
1 Year	\$53.89	\$55.24	\$56.20	\$57.19	\$58.33
2 Years	\$57.13	\$58.56	\$59.58	\$60.63	\$61.84
3 Years	\$60.36	\$61.87	\$62.95	\$64.05	\$65.33
4 Years	\$63.58	\$65.17	\$66.31	\$67.47	\$68.82
Workplace Safety and Health Officer					
Start	\$50.67	\$51.94	\$52.85	\$53.77	\$54.85
1 Year	\$53.89	\$55.24	\$56.20	\$57.19	\$58.33
2 Years	\$57.13	\$58.56	\$59.58	\$60.63	\$61.84
3 Years	\$60.36	\$61.87	\$62.95	\$64.05	\$65.33
4 Years	\$63.58	\$65.17	\$66.31	\$67.47	\$68.82
Communications Officer					
Start	\$41.82	\$42.87	\$43.62	\$44.38	\$45.27
1 Year	\$45.22	\$46.35	\$47.16	\$47.99	\$48.95
2 Years	\$48.62	\$49.84	\$50.71	\$51.60	\$52.63
3 Years	\$52.01	\$53.31	\$54.24	\$55.19	\$56.30
Current Legal Incumbent					
	\$83.31	\$85.39	\$86.89	\$88.41	\$90.18

The Accounting position will receive a onetime one thousand (\$1000) dollar lump sum payment upon ratification.

Upon ratification, the employer will provide a one time increase of one hundred and seventy-five (\$175) dollars for the 2021 Healthy Living Allowance amount for each employee covered under this agreement on a without prejudice and precedent basis.

B-2 Retroactive Pay

All employees shall receive full retroactive pay to October 1, 2021, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be deposited into the account of each employee in the bargaining unit separate and apart from their normal earnings.

B-3 Academic Increases

The position of Accounting and Information Technology Coordinator will be eligible for one further additional increment of three point three (3.3%) percent conditional upon additional training and related academic courses as follows:

- Course content will be determined by the Employer
- The Employer will meet with the Accounting and Information Technology Coordinator to determine the educational needs to access the additional increase contemplated.
- Courses will be attached to the increment level and should allow for completion within twelve (12) to eighteen (18) months.
- Upon successful completion of the prescribed courses for the additional increment, the salary for the position shall be increased by three point three (3.3%) percent of the actual salary in effect at the time of completion of the course(s).
- All negotiated increases shall be applicable to actual salary in effect at the time of the general wage increase and retroactive adjustments shall not be made for any course completion subsequent to the date of an increase.

B-4 Overscaled Employee

Incumbent Accounting and Information Technology Coordinator shall be overscaled and shall be paid an hourly rate of pay of no less than fifty dollars and forty eight (\$50.48) cents, until such time as they are no longer employed by the Employer or until such time as they have been permanently assigned to a classification that provides for an increase that exceeds the overscaled hourly rate of pay that was being paid to them. The overscaled employee referred to above and the hourly rates of pay that are to be paid to them shall include the yearly percentage increases as well as retroactive pay.

APPENDIX “C”

CLASSIFICATION SPECIFICATIONS

LABOUR RELATIONS OFFICER

Acting in the best interests of the MNU, while maintaining high standards of confidentiality and modelling the practice of professional conduct, positions in this classification are responsible for providing a wide range of general and specialized labour relations advice, guidance and services to MNU leadership, staff and members. Areas of primary focus may include: organizing, collective bargaining, education, grievance/arbitration, membership liaison, benefits, workers compensation, and occupational safety and health. Incumbents may perform a combination of one or all of the following duties and responsibilities:

- Provide proposal research and generation support to collective bargaining.
- May negotiate selected agreements.
- Provide contract interpretation to individual members and local leaders.
- Lead or support the organizing, certification and development of new Locals/worksites.
- Process and manage grievances.
- Present at and/or assist with arbitration and Labour Board hearings.
- Provide general member/local advice, guidance and support.
- Plan, develop, implement, deliver, co-ordinate, manage and evaluate MNU education programs and activities.
- Provide member pension and benefit leadership, advice, guidance and support.
- Provide workplace safety and health, workers compensation, rehabilitation, disability and accommodation advice, guidance and support.
- Participate in ongoing evaluation of MNU collective agreements including identification of short and long term strategic risks and opportunities.

COMMUNICATIONS OFFICER

Positions in this series are responsible for a wide-range of professional communications and public relations services (including strategy development, message generation, campaign design and execution, and materials preparation) to MNU leadership (including the President, Board Members, PCBC, Local/Worksite Presidents, Senior Managers and LRO's).

This is the full working level. Incumbents may perform a combination of one or all of the following duties and responsibilities:

- Prepare or assist in the preparation of documents, publications, speeches and other communication
- Prepare or assist in the preparation of communication/public relations strategies and campaigns
- Prepare or assist in the preparation of communications materials (including but not limited to: articles, presentations, publications, web sites, communiqués, pamphlets, email circulars, etc.) in both hard and electronic formats
- Speaks or presents on behalf of the MNU as required
- Assists with the development of campaigns
- Assists with the selection and management of external contractors involved with the provision of communication services
- Provides communications event planning, execution and support, including news conferences, speeches
- Conducts research, analyses and prepares reports in support of communications strategies/campaigns
- Assists in communications education and training
- Provide communication support to MNU leadership, staff and elected representatives as required

ACCOUNTING AND TECHNOLOGY COORDINATOR

Positions in this classification serve as liaisons between MNU staff and one or all of the following: accounting, financial and information systems service providers, including programmers, auditors, investments and financial institutions. Positions may also perform basic accounting and financial management functions, and/or provide advice, guidance and assistance in problem solving office, accounting and information technology systems and/or functions, while maintaining confidentiality of MNU information. Incumbents may perform a combination of one or all of the following duties and responsibilities:

Accounting:

- Work with management in budget planning, preparation, maintenance and problem solving.
- Sit as an ex-officio member of the Finance Committee.
- Carry out accounting procedures, keeping a complete set of books.
- Prepare all financial reports, including any or all documentation required for audit purposes.
- Maintain payroll for staff and members, which includes keeping a record of staff seniority and increment dates and the resultant changes in wages and benefits.
- Prepare monthly reports and payments
- Prepare and issue T-4's.
- Administer employee benefits.
- Implement initiatives related to employee benefits, as directed by management.
- Participate in and/or lead the planning, monitoring and daily management of investments.
- Provide direction and guidance to administrative staff and others as required.

Technology:

- Trouble shoot and respond to computer hardware and software problems.
- Maintain an inventory of software and hardware.

- Work with management and staff to identify current and future technology solutions.
- Serve as liaison between hardware and software suppliers, consultants, and staff.

PROFESSIONAL PRACTICE AND EDUCATION OFFICER

Positions in this classification serve to maintain high standards of confidentiality and modeling the practice of professional conduct. The position also serves as lead in planning, organizing, implementing, evaluating, delivering and compiling curriculum resources for education/workshops to MNU membership. Incumbents may perform a combination of one or all of the following duties and responsibilities:

- Coordinates and manages activities related to the Manitoba Nurses' Union Education programs.
- Serves as lead in planning, organizing, implementing and evaluating educational events for MNU members and local leaders.
- Models adult education principles and relevant education / training practices. Leads program design activities including developing program vision, program/course content and learning outcomes.
- Provides general educational functions – delivers information to non-organized and organized individuals, groups, students and others.
- Conducts or coordinates delivery of selected educational events, workshops and seminars.
- Lead in the development of interactive course materials based on strong instructional design methodology, appropriate training strategies and participant activities.
- Participates in approved conferences, professional and educational meetings.
- Attends committee meetings as a resource person or MNU representative, as assigned.
- Supports and helps define the role of nursing practice within the context of the MNU collective agreement.
- Provides individual, group, team and agency consultation and problem solving re: professional practice issues.
- Provides consistent information about practical issues.
- Conducts and analyzes research into best nursing practices and provides advice, direction and support regarding initiatives.

- Works with Labour Relations Officers to support labour relations issues regarding professional practice.
- Develops procedures for the processing of nursing practice issues and the dissemination of information to locals/ worksites and individual members.
- In concert with the President, ensures that labour relations staff is kept informed of current issues, legislative changes, trends and developments regarding the practice of nursing.
- Delivers workshops on practice, ethical and legal issues with respect to professional practice.
- Provides member, team and organizational consultation and problem solving relevant to professional practice issues.
- Other duties as assigned.
- **Where workload permits, the PPEO position may be assigned additional LRO duties.**

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local No 832**, and **Manitoba Nurses Union** include:

“The Employer agrees to retain in its employ within the bargaining unit, as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members shall be eligible for membership in the Union and shall make application on the official membership application form within fifteen (15) calendar days from date of hire and become members within thirty (30) calendar days.”

“The Employer agrees to provide each new employee, at the time of employment, with a form letter outlining to the employee their responsibility in regard to payment of Union dues and initiation fee.”

“The Employer agrees to forward Exhibit One duly completed, as attached to this Agreement, to the Union within fifteen (15) calendar days from date of hire of an employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.”

“The Employer agrees to deduct such Union dues, initiation fees and assessments as requested by the Union from time to time. The Employer further agrees to deduct the Union dues automatically from the wages of new employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction.

Below is a sample Membership Application that must be completed and returned to your Employer so it can be forwarded to UFCW, Local No 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 15 calendar days of your hire or rehire date. By signing the form below you are authorizing the Employer to provide the Social Insurance Number to the Union.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada			CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	(DATE OF BIRTH (D-M-Y))	SOCIAL INSURANCE NO.	
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	PHONE	FAX
PREFERRED LANGUAGE	E-MAIL ADDRESS			(DATE OF HIRE (D-M-Y))	I hereby authorize the Union to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested. (Cross out if not agree)	
COMPANY NAME	INDUSTRY	EDUCATION	DEPARTMENT/NO.		(Cross out if not agree)	
CLASSIFICATION	PLANT/LOCATION	PERMANENT	CASUAL	PART-TIME	OTHER	
I have read and understand the terms of the United Food & Commercial Workers International Union and Local 832 and hereby declare that the above statements are true. I agree that all monies paid by me shall be forwarded and deducted from my wages by the Employer for the purposes of collective bargaining and handling of grievances. I further agree that the Union shall have the right to disclose to the Employer and to the public any information relating to my membership in the Union, including my name, address, telephone number, and Social Insurance Number. I agree that the Union shall have the right to disclose to the Employer and to the public any information relating to my membership in the Union, including my name, address, telephone number, and Social Insurance Number. I agree that the Union shall have the right to disclose to the Employer and to the public any information relating to my membership in the Union, including my name, address, telephone number, and Social Insurance Number.						
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE		

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5655 or 1-888-833-9832.

LETTER OF UNDERSTANDING # 1

BETWEEN:

MANITOBA NURSES UNION,
hereinafter referred to as the
"Employer"

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832,**
chartered by the United Food &
Commercial Workers International
Union, hereinafter referred to as
the "Union".

RE: Term position – Labour Relations Officer (LRO)

NEW 2.04: Where a nurse who is a member of an MNU bargaining unit, is selected for a term position to replace an LRO on leave, the nurse shall be seconded from their current employer to the MNU for the duration of the term (such term not to exceed two (2) years). MNU will reimburse the nurse's regular employer for the nurse's salary and benefits. The nurse will continue to receive salary and benefits as per the Collective Agreement with their regular employer. The nurse shall not be required to participate in the MNU benefit plans. All Articles of this Collective Agreement will apply to term employees with the following amendments

- **4.01 – The Employer will remit dues to UFCW directly on behalf of the nurse during the term.**
- **13.03, 13.04, 13.05 – pro- rated in accordance with length of term**
- **20.01 – 1 - Vehicle allowance. Winter tire allowance shall be pro-rated in accordance with length of term.**
- **20.01 – 4 – Vehicle insurance, pro-rated annually in accordance with length of term.**
- **20.02 – The nurse shall be deducted thirty (\$30.00) dollars per month from their vehicle allowance to pay for the cost of regular travel to and from work and all travel expenses and related receipts and business activities shall be documented on a form provided by the Employer on a monthly basis.**

Any conflict between this agreement and the nurse's compensation / benefits under their regular employers' Collective Agreement the parties will meet to discuss. For clarity it is not the intention of the employer to provide for lesser benefit as provided for in this Collective Agreement, however with respect to health, vision and dental benefits, it is understood the nurse will maintain those benefits under the terms and conditions of the HEB plan and not the MNU plan.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING # 2

BETWEEN:

MANITOBA NURSES UNION,
hereinafter referred to as the
"Employer"

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832,**
chartered by the United Food &
Commercial Workers
International Union, hereinafter
referred to as the "Union".

RE: WORKING FROM HOME

The Employer may, at its discretion, permit employees to work from home/remotely. The Employer is not responsible for any cost associated to a home/remote workspace, including but not limited to; furnishings, equipment, utilities, internet fees, telephone services, renovations, repairs, square footage, rental fees, mortgage payment etc. Employees may use the Healthy Living Allowance for the setup and maintenance of their home office upon proof of purchase.

Where the Employer has determined, and the employee has agreed, that the home workspace is to be the primary workspace, the Employer will reimburse reasonable expenses to establish a home office workspace. Such reimbursement shall not include utilities, internet fees, telephone services, renovations, repairs, square footage, rental fees, mortgage payment etc.

Employees that work from home shall be required to attend the office as directed by the Employer for work purposes, meetings etc.

The Employer shall retain the right to discontinue work from home/remote work, and shall provide the Union and affected employee's reasonable notice of such discontinuation.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2021.

FOR THE UNION:

FOR THE EMPLOYER:
