

# ***COLLECTIVE AGREEMENT***

**BETWEEN**

**INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATION**

**AND**

**MANITOBA NURSES UNION**

---

April 1, 2017 to March 31, 2024

## Table of Contents

ARTICLE	PAGE
PREAMBLE.....	6
ARTICLE 1 -- SCOPE OF RECOGNITION.....	6
ARTICLE 2 -- DURATION.....	6
ARTICLE 3 -- DEFINITIONS.....	7
ARTICLE 4 -- MANAGEMENT RIGHTS.....	9
ARTICLE 5 -- UNION SECURITY AND REPRESENTATION.....	9
ARTICLE 6 -- CONTINUANCE OF OPERATIONS.....	12
ARTICLE 7 -- NON DISCRIMINATION.....	12
ARTICLE 7A -- HEALTH AND SAFETY.....	12
ARTICLE 7B -- REPRESENTATIVE WORKFORCE.....	15
ARTICLE 8 -- TECHNOLOGICAL CHANGE.....	16
ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT.....	17
ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS.....	17
ARTICLE 11 -- JOINT COMMITTEES.....	18
ARTICLE 12 -- GRIEVANCE PROCEDURE.....	30
ARTICLE 13 -- ARBITRATION PROCEDURE.....	32
ARTICLE 14 -- HOURS OF WORK.....	34
ARTICLE 15 -- SHIFT SCHEDULES.....	35
ARTICLE 16 -- OVERTIME.....	41
ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM.....	44
ARTICLE 18 -- STANDBY.....	45
ARTICLE 19 -- RESPONSIBILITY PAY.....	46
ARTICLE 20 -- TRANSPORTATION ALLOWANCE/ESCORT DUTY.....	47
ARTICLE 21 -- VACATIONS.....	50
ARTICLE 22 -- RECOGNIZED HOLIDAYS.....	53
ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION.....	55
ARTICLE 24 -- LEAVE OF ABSENCE.....	60
ARTICLE 25 -- SENIORITY.....	72
ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT.....	73
ARTICLE 27 -- LAYOFF AND RECALL.....	74
ARTICLE 28 -- PROMOTION AND REASSIGNMENT.....	78

ARTICLE 29 -- DISCIPLINE, DEMOTION AND ACCESS TO PERSONNEL FILE...	84
ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS .....	86
ARTICLE 30A -- NURSE-INITIATED MOBILITY .....	88
ARTICLE 31 -- PROBATIONARY PERIOD.....	92
ARTICLE 32 -- PERFORMANCE APPRAISALS.....	92
ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY .....	93
ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES .....	93
ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES .....	96
ARTICLE 36 -- SPECIAL UNDERSTANDINGS RE GRADUATE NURSES, GRADUATE PRACTICAL NURSES AND GRADUATE PSYCHIATRIC NURSES ...	98
ARTICLE 37 -- HEALTH PROGRAM .....	100
ARTICLE 38 -- SALARIES AND INCREMENTS .....	100
ARTICLE 39 -- EMPLOYEE BENEFIT PROGRAM .....	103
ARTICLE 40 -- OVERPAYMENTS .....	105
ARTICLE 41 -- STAFF ORIENTATION.....	106
ARTICLE 42 -- EMPLOYER-INITIATED MOBILITY.....	107
 APPENDIX "A" -- SALARIES .....	 114
APPENDIX "B" -- ACADEMIC ALLOWANCE.....	137
APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS.....	139
APPENDIX "D" -- SITE LIST .....	142
APPENDIX "E" -- MEALS AND MISCELLANEOUS EXPENSES .....	151
APPENDIX "F" -- BI-WEEKLY REMOTENESS ALLOWANCES.....	156

## MEMORANDA OF UNDERSTANDING

1. Re: Ratification of Collective Agreement.....	163
2. Re: Manitoba Health Premiums .....	163
3. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation ..	163
4. Re: Shifts of Less than 7.75 Hours -- Not Applicable for Home Care Nurses	163
5. Re: Agency Nurses .....	164
6. Re: Group Benefit Plans .....	165
7. Re: Pensions [Participation in Jointly Trusteed Pension Plan (HEPP)].....	165
8. Re: Group Registered Retirement Savings Plan.....	166
9. Re: Joint Nursing Council .....	166

10.	Re: Buyback of Healthcare Employees' Pension Plan (HEPP) Pension.....	167
11.	Re: Participation in PHCLA/Redeployment.....	167
12.	Re: Provisions for Part-time Nurses Occupying More Than One Position Within Sites Comprising the Employer .....	173
13.	Re: Nurse Practitioner Positions .....	174
13A.	Re: Provisions for Nurse Practitioners Prior to April 1, 2022.....	175
14.	Re: Mentorship .....	176
15.	Re: Nurse Weekend Worker .....	176
16.	Re: Increase of EFT .....	177
17.	Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union.....	178
18.	Re: Letter of Understanding – HEPP COLA Fund .....	181
19.	Re: Former Civil Service Nurses Who Have Maintained Their Pension with the Civil Service Superannuation Plan .....	182
20.	Re: Grievance Investigation Process .....	183
21.	Transfer – Job Selection .....	187
22.	Re: 12 Hour Shift Schedule Pattern .....	187
23.	Re: 10 Hour Shift Schedule Pattern .....	191
24.	Re: 7.75/11.63 Hour Shift .....	194
25.	Re: Transfer of Program as per Article 4204 (A).....	199
26.	Re: Relocation Assistance as per Article 4204 (A) - Program Transfers.....	199
27.	Re: Seniority Recognition .....	201
28.	Re: Return of Service Agreements .....	201
29.	Re: Critical Incident Stress Management (CISM) .....	202
30.	Re: Provincial Float Pool (the “Pool”).....	203
31.	Re: Referral to Patient Care Optimization Committee.....	207
32.	Re: Preservation of Seniority, etc. For Different Annual Work Hours.....	209
33.	Re: Complexity of Negotiations Subject to HSBURA.....	210
34.	Re: Article 3408 (Increments) .....	211
35.	Re: Hours of Work .....	212
36.	Re: Undergraduate Nursing Employee (UNE) .....	212
37.	Re: Involuntary Reassignments in Event of Foreseen Staffing Shortages.....	214
38.	Re: Vacancy Information Provided to Patient Care Optimization Committee.....	215
39.	Re: Reference to Standardization Committee During Term of Agreement ....	216
40.	Re: French Language .....	217

41.	Re: Article 2101 & 2109 .....	218
42.	Re: Article 30A.....	219
43.	Re: Nurse-Initiated Mobility 30A03.....	219
44.	Re: Appendix C – Occupational Classifications .....	220
45.	Re: Standardization of Hours .....	220
46.	Re: Regional Float Nurse(s) (Not Applicable @ Community Health and Home Care Nurses).....	221
47.	Re: Travel Nurse/Locum Assignment Program.....	222
48.	Re: Joint Safe Patient Care Committee .....	223

## **SUPPLEMENTARY MEMORANDA**

Re: Job Sharing .....	226
Re: Relief Work at Berens River Renal Health Centre .....	228
Re: Northern Residents Deductions: Travel In Designated Areas (As Defined By Canada Revenue Agency) - <i>Also applicable for Home Care Nurses</i> .....	229
Re: Berens River Renal Health Centre Nurse(s).....	230
Re: Isolation/Remoteness Retention Allowance.....	231
Re: Allowance for Casual Nurse(s) Who Travel from Winnipeg to Relieve in Dialysis .. .....	232

<b>INDEPENDENT ASSESSMENT COMMITTEE (IAC) .....</b>	<b>233</b>
---	------------

**THIS AGREEMENT MADE BETWEEN:**

**INTERLAKE-EASTERN HEALTH REGION 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;

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-0033.

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

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

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

**501** 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.

## **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 ninety-six (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 IERHA (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/Community Health Program (**Community Health Program n/a @ non-transferred facilities**), 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.

### **Applicable for Home Care Nurses:**

*In the event that the Employer transfers the delivery of Home Care services to another employer, the Employer shall notify the Union in writing at least ninety (90) days in advance of any transfer of services. The notification to the Union shall identify which services are being transferred, the name of the employer to which the services are being transferred and the names of the nurses within the bargaining unit affected by the transfer of services. At the request of either party, the parties shall meet to discuss the impact of the transfer.*

## 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.

### **Rural 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:

- IEHREO – six (6) committees
  1. The Union and Employer agree to meet to discuss an appropriate structure for the Union Management Meetings for the Interlake-Eastern Health Region Employers Organization. The committee will be comprised of equal representations 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.

**INTERLAKE EASTERN**

1. Selkirk Regional Health Centre
2. Community – Home Care
3. Community – Public Health and Primary Care (includes Quick Care) & Crisis Services
4. West
  - Stonewall and District Health Centre
  - Teulon Hunter Memorial Health Centre
  - Lakeshore District Health Centre (Ashern Hospital & PCH, Eriksdale Hospital & PCH, Lundar PCH)
5. Central
  - Arborg and District Health Centre
  - Fisher Branch Personal Care Home
  - Hodgson Renal Health Centre
  - Johnson Memorial Hospital
  - Berens River Renal Health Centre
6. East
  - Beausejour Health Centre
  - East Gate Lodge
  - Kin Place Health Complex
  - Pine Falls Health Complex
  - Whitemouth Health District
  - Winnipeg River Health District- Lac du Bonnet
  - Winnipeg River Health District- Pinawa Hospital

**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/Region'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) In addition, at the request of either the Union or the Employer's senior nursing management, an Employers Organization Nursing Advisory Committee (EO NAC) shall be established to address issues as outlined in Article 1103 (a) above which have regional impact, as well as the following:
- (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 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 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:

- i) improving scheduling practices to reduce the use of overtime and agency nurses;
- ii) creating a balance of full-time and part-time positions;
- iii) improving the quality of work-life balance through the implementation of the group self-scheduling guidelines;
- iv) improving weekend staffing resources through broader implementation of the weekend worker;
- v) focusing on safe practices and the reduction of WCB injuries; and
- vi) 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** A rest period of fifteen (15) minutes will be allocated by the Employer during each continuous three (3) hour period of work.

**1404** A shift shall be seven and three-quarter (7.75) consecutive hours of work exclusive of meal times and inclusive of two (2) fifteen (15) minute rest periods. This clause shall not, however, prevent trial and implementation of changes in shift 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 Home Care Nurses:**

*A shift shall not be less than one (1) paid hour nor more than seven and three-quarter (7.75) paid hours and shall be governed by the following conditions:*

- (a) a nurse shall receive one (1) hour regular salary for any and all client assignments in the first one (1) hour of their work day, and*
- (b) a nurse shall receive regular salary for all additional time required to complete any further client assignments up to and including seven and three-quarter (7.75) hours in any one (1) day. Nurses may be required to work split shifts, and in so doing shall receive a premium of twelve dollars (\$12.00), and*
- (c) shifts shall be inclusive of paid rest periods and exclusive of the unpaid meal period except as per Article 1402 above, and*
- (d) 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.

**Applicable for Home Care Nurses:**

*Where a Home Care nurse is unable to complete their scheduled shift due to client circumstances, the nurse may be reassigned to other clients, or may be reassigned to other work for which the nurse is qualified within any of the sites comprising the Employer. It is understood that such reassignment will only occur within a sixty (60) km. radius of the originating site, unless a greater distance is mutually agreed between the Employer and the nurse. Travel time and Transportation Allowance as outlined in Article 20 shall be paid to the nurse to travel to the reassigned site.*

**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, they 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 hours (15) 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) alternate weekends off shall be granted as often as reasonably possible, with each nurse receiving a minimum of every third weekend off.

- (e) a maximum of 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 2209 inclusive herein.
- (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.
- (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.

**Applicable for Community Health Nurses:**

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

- (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/worksite/program who wish to participate in Group Self-Scheduling and the Employer (as designated) will be held to discuss tentative unit/worksite/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/worksites/program specific guidelines for Group Self-Scheduling shall be established/revised for each unit/worksites/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/worksites/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/worksites/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/worksites/program must be staffed properly.

### **General Information**

1. The unit/worksites/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/worksites/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/worksites/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/worksites/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/worksites/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.

***Applicable for Community Health Nurses (n/a effective April 1, 2022):***

***Effective October 14, 2021, overtime shall be authorized time worked in excess of eighty (80) hours in a bi-weekly period and will be paid at two (2.0) times their basic salary.***

**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.

**Applicable for Home Care Nurses:**

*A full-time nurse reporting back to work upon request after completing the daily client assignment and following completion of a seven and three-quarter (7.75) hour 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 IERHA (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, site and then Employer (***unit, program and then site @ non-transferred sites***).

- (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 casual 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 casual 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 casual nurses who are at full-time hours and/or eligible for overtime.

**Applicable for Home Care Nurses:**

*Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work, and giving consideration to client needs and continuity of care.*

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 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.

**Applicable for Home Care Nurses:**

*A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular hours of work shall be provided with a meal allowance of eight dollars (\$8.00) [ten dollars (\$10.00) effective October 14, 2021].*

**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 pay at overtime rates for the missed meal period or portion thereof.

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

### **1701**

- (a) An evening shift premium of one dollar and seventy-five cents (\$1.75) [two dollars (\$2.00) effective 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.

**Applicable for Community Health Nurses and Home Care Nurses:**

*"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 program(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.

## **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.

## **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/worksites/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 and a maximum payment of twenty-five (\$25.00) dollars [thirty (\$30.00) dollars effective October 14, 2021].

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/worksites 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/worksites 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 site, subject to a minimum guarantee of four (4) 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.
- (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 four (4) 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 four (4) 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. If required, a subsequent travel/expense claim will be submitted in accordance with the Employer travel policy.

**Additional for Home Care:**

**2005** *Where a nurse is authorized to use their privately owned vehicle on the Employer's business, the nurse shall be reimbursed in accordance with Article 2003 above for all travel between work locations and any distances greater than eight (8) kilometres when traveling to the first work assignment of the day or traveling home from the last work assignment of the day.*

**Additional for Home Care:**

**2006** *Where bus and taxi transportation is authorized for travel between work locations, the nurse shall be reimbursed transportation expenses.*

**Additional for Home Care:**

**2007** *Travel time between work locations shall be considered time worked. Travel time from the nurse's home to the first work assignment of the day shall also be considered time worked but only where:*

- (a) *the first assignment is to report to a client's residence, rather than to the Community Health Services site to which the nurse normally reports, and*
- (b) *the client's residence is more than twenty-four (24) kilometres away from the office and from the nurse's home.*

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

- (a) *the last assignment is at a client's residence, rather than at the Community Health Services site to which the nurse normally reports, and*
- (b) *the client's residence is more than twenty-four (24) kilometres away from the office and the nurse's home.*

## 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> @ Betel Home Foundation***). The dates used to calculate vacation earned shall be from the end of the last full pay period of April (***March @ Betel Home Foundation***) in one vacation accrual year to the end of the last full pay period of the following April (***March @ Betel Home Foundation***). Vacation earned in any vacation year is taken in the following vacation year.

The nurse shall have the right to request which day of the week 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 #41 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 twentieth (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 March 1<sup>st</sup> (**February 1<sup>st</sup> @ Betel Home Foundation**) 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> @ Betel Home Foundation**) of that year.

Beginning March 15<sup>th</sup> (**February 15<sup>th</sup> @ Betel Home Foundation**) 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/site having the most seniority within the unit/site.

The approved vacation schedule will be posted no later than May 1<sup>st</sup> (**April 1<sup>st</sup> @ Betel Home Foundation**). Approved vacation schedules within each nursing unit/site 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.

The above Article is subject to MOU #41 Re: Article 2101 & 2109 and MOU #35 Re: Hours of Work.

## 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.

**Additional for Community Health Nurses:**

**2208** *Where the Employer requires a nurse to work a regular work day on December 24<sup>th</sup> when that day falls on Monday through Friday inclusive, such nurse shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.*

*The above referenced clause ceases to apply to any nurses hired into a Rural Community Health Nurse position April 30, 2014.*

**Additional for Home Care Nurses:**

**2209**      *Assignment of Recognized Holidays on the actual day of their occurrence shall be made as equitably as reasonably possible.*

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

**2301**      A nurse having accumulated 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.

**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 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 who offer to work these shifts. When the nurse is awarded additional available shifts, they are compensated in accordance with Article 2704 (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 IERHA (direct operations):**

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 covered by this agreement within a fifty (50) kilometre radius of the originating site, unless a greater distance is mutually agreed between the Employer and the nurse, and shall be reinstated at 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 within the sites comprising the Employer.

**Applicable for non-transferred sites:**

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** Education Leave:

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

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

(c) 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.

**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 (a) and (b) above, the nurse shall repay a portion of the "top up" as follows:
- $$\frac{\text{Monetary value of top up provided}}{\text{(value is based on hours paid at regular rate of pay in 6 months prior to leave)}} \times \frac{\text{number of hours not worked}}{\text{Hours of service required to be worked (based on monetary value)}}$$
3. A nurse who qualifies is entitled to a Maternity Leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in 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 53rd 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 internment, 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 internment, 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.

**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" shall be 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 IEHRA (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 IERHA (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.

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 IERHA (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 point two (0.2) 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 Employer 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 Community Health Nurses:**

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

**2804**

**Applicable for IEHRA (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 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 which is placed in their personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and their reply to any such document shall also be placed in their personnel file. Upon written request the nurse shall also receive an exact copy of such document.

**2906** A nurse accompanied by a Union representative if 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 in paper form at the site the vacancy occurs, and on the Employer website on the same date for at least seven (7) days to enable nurses presently in the employ of the Employer to apply for same. In addition, a copy of each posting will be emailed to the MNU Local/Worksite President or designate. Such posting shall not preclude the Employer from advertising outside the Employer. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) site(s) of the position and date of closing of the competition. Job descriptions shall be available to applicants on request.

Where a site/facility does not have reliable internet connectivity, the Employer will ensure a paper copy of all postings will be posted.

**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 the 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 the 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 Article 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 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 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 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 and Home Care 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.

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

**Applicable for Home Care Nurses:**

*A part-time nurse called back to work hours in excess of a seven and three-quarter (7.75) hour shift in any one (1) day shall be paid at overtime rates of pay with a guaranteed minimum of one (1) hour at overtime rates. If the extra time worked under this subsection commences within less than one (1) hour 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.*

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

- (a) one (1) calendar year from the date of 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 3806, a nurse whose employment status changes from full-time to part-time shall be entitled to receive an increment on the later of:

- (a) one (1) calendar year from the date of 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 they are 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

## **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.

**Applicable for Home Care Nurses:**

*A casual nurse is called in by the Employer to replace a full-time or part-time nurse or to supplement regular staffing requirements.*

**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) (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.

**Applicable for Home Care Nurses:**

*Where a Home Care nurse is unable to complete their scheduled shift due to client circumstances, the nurse may be reassigned to other clients, or may be reassigned to other work for which they are qualified within any of the sites comprising the Employer. It is understood that such reassignment will only occur within a sixty (60) km. radius of the originating site, unless a greater distance is mutually agreed between the Employer and the nurse. Travel time and Transportation Allowance as outlined in Article 20 shall be paid to the nurse to travel to the reassigned site.*

*Should reassignment as contemplated above not be possible, the Home Care nurse shall receive pay for the scheduled hours not worked.*

**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, the nurse 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 3804, retroactive to the date of their employment.
- (d) When registration of a nurse in good standing as a Licensed Practical Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.

### **3603 Termination**

- (a) In accordance with the Regulated Health Professions Act or the relevant regulations to this Act, failure of the graduate nurse 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 at the worksite, 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.

## **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 Allowance).

**3803      Placement of a Registered Nurse or Registered Psychiatric Nurse on the Nurse II scale:**

- (a) The starting salary of a Registered Nurse or Registered Psychiatric Nurse newly employed as a Nurse II shall recognize previous experience applicable to the position applied for on the basis of equivalent full-time experience as specified hereinafter:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 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
(Effective April 1, 2021)	
12090 hours within past 8 years	6 Year Rate
(Effective April 1, 2022)	
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

- (b) A nurse employed at a Nurse III, IV, V classification shall be granted a starting salary that is not less than one (1) increment step above what their starting salary would be if they were employed as a Nurse II.
- (c) The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at the Nurse II 1 Year rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of their employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with the nurse, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

**(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 Applicable to Licensed Practical Nurses:**

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

**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	6 Year Rate
(Effective April 1, 2021)	
14105 hours within past 8 years	7 Year Rate

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

**3806 Increments:**

(a) Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the nurse's employment, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the nurse, withhold an annual increment, subject to review within and not later than three (3) months of the date such increment was withheld.

(b) If a nurse takes an unpaid leave of absence, the annual date on which the nurse 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.

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

**3808** 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.

**3809** 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.

**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.

**3904 Applicable for Community Health Nurses:**

*All Manitoba Nurses' Union members transitioned to the Employer Organizations from the Civil Service will remain in the Government of Manitoba benefit plans consistent with those in place in the Civil Service at the time of the nurse's transition to the EO. These Benefits programs include the Ambulance & Hospital Semi-Private (AHSP), Dental, Vision, Prescription Drugs, Extended Health, Travel Health, Long-Term Disability (LTD) plans and Health Spending Account and nurses will be "grandparented" to those plans for the duration of their employment.*

*All future changes to Benefit Plans negotiated in the Civil Service shall be applicable to the MNU members who are “grandparented” to these plans.*

Current plan details and claim forms can be reviewed and downloaded at:

<http://www.gov.mb.ca/finance/labour/blue.html>



**NOTE:** *Those Community Health Nurses that were already MNU members and those who are newly organized into the MNU, will be covered by the Health Care Employees' Benefit Plans (HEBP) and the Health Care Employees' Pension Plan (HEPP).*

## 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)/program(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)/program(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 I 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 (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.

**MNU & Rural Health Authorities & Associations - Interlake/Eastern RHA**  
**1885 ANNUAL HOURS- APPENDIX A - SALARIES**

A1. Effective April 1, 2017

- Monthly salaries include a 1.25% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Nurse II	1885	Hourly	<b>38.606</b>	<b>39.953</b>	<b>41.305</b>	<b>42.713</b>	<b>44.089</b>	<b>45.519</b>			<b>46.428</b>
		Monthly	6,064.310	6,275.885	6,488.300	6,709.446	6,925.723	7,150.228			7,293.125
		Annual	72,771.725	75,310.625	77,859.600	80,513.355	83,108.675	85,802.730			87,517.495
Nurse II (20 Year Scale)	1885	Hourly	<b>39.379</b>	<b>40.752</b>	<b>42.131</b>	<b>43.568</b>	<b>44.971</b>	<b>46.428</b>			
		Monthly	6,185.714	6,401.487	6,618.100	6,843.780	7,064.254	7,293.125			
		Annual	74,228.570	76,817.845	79,417.195	82,125.355	84,771.050	87,517.495			
Nurse IV	1885	Hourly	<b>41.448</b>	<b>42.982</b>	<b>44.519</b>	<b>46.194</b>	<b>48.114</b>	<b>49.975</b>	<b>51.925</b>		<b>52.963</b>
		Monthly	6,510.801	6,751.761	6,993.225	7,256.351	7,557.929	7,850.272	8,156.552		8,319.599
		Annual	78,129.610	81,021.135	83,918.705	87,076.210	90,695.150	94,203.265	97,878.625		99,835.190
Nurse IV (20 Year Scale)	1885	Hourly	<b>42.277</b>	<b>43.841</b>	<b>45.409</b>	<b>47.118</b>	<b>49.076</b>	<b>50.976</b>	<b>52.963</b>		
		Monthly	6,640.936	6,886.766	7,132.932	7,401.431	7,709.054	8,007.442	8,319.599		
		Annual	79,691.235	82,641.195	85,595.185	88,817.170	92,508.650	96,089.305	99,835.190		
Nurse V	1885	Hourly	<b>43.752</b>	<b>45.428</b>	<b>47.347</b>	<b>49.208</b>	<b>51.241</b>	<b>53.232</b>	<b>55.307</b>		<b>56.414</b>
		Monthly	6,872.661	7,135.955	7,437.365	7,729.708	8,049.085	8,361.914	8,687.840		8,861.634
		Annual	82,471.935	85,631.455	89,248.380	92,756.495	96,589.025	100,342.970	104,254.085		106,339.610
Nurse V (20 Year Scale)	1885	Hourly	<b>44.626</b>	<b>46.335</b>	<b>48.294</b>	<b>50.193</b>	<b>52.266</b>	<b>54.296</b>	<b>56.414</b>		
		Monthly	7,010.017	7,278.516	7,586.139	7,884.527	8,210.118	8,528.991	8,861.634		
		Annual	84,120.205	87,342.190	91,033.670	94,614.325	98,521.410	102,347.895	106,339.610		
Nurse Practitioner	1885	Hourly	<b>49.863</b>	<b>53.521</b>	<b>55.723</b>	<b>57.921</b>	<b>60.293</b>				<b>61.499</b>
		Monthly	7,832.641	8,407.252	8,753.160	9,098.397	9,471.004				9,660.414
		Annual	93,991.690	100,887.020	105,037.920	109,180.760	113,652.045				115,924.965
Nurse Practitioner (20 Year Scale)	1885	Hourly	<b>50.859</b>	<b>54.591</b>	<b>56.836</b>	<b>59.079</b>	<b>61.499</b>				
		Monthly	7,989.139	8,575.336	8,927.961	9,280.250	9,660.414				
		Annual	95,869.670	102,904.035	107,135.535	111,363.005	115,924.965				



A1. Effective April 1, 2018

- Monthly salaries include a 1.25% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Nurse II	1885	Hourly	39.088	40.452	41.821	43.246	44.641	46.087		47.009
		Monthly	6,140.041	6,354.303	6,569.404	6,793.237	7,012.368	7,239.559		7,384.303
		Annual	73,680.490	76,251.630	78,832.845	81,518.840	84,148.415	86,874.710		88,611.640
Nurse II (20 Year Scale)	1885	Hourly	39.870	41.262	42.658	44.112	45.534	47.009		
		Monthly	6,262.956	6,481.583	6,700.883	6,929.249	7,152.578	7,384.303		
		Annual	75,155.470	77,779.000	80,410.590	83,150.990	85,830.940	88,611.640		
Nurse IV	1885	Hourly	41.967	43.520	45.076	46.772	48.716	50.599	52.574	53.625
		Monthly	6,592.240	6,836.223	7,080.710	7,347.026	7,652.466	7,948.335	8,258.478	8,423.540
		Annual	79,106.885	82,034.680	84,968.520	88,164.310	91,829.595	95,380.025	99,101.730	101,082.475
Nurse IV (20 Year Scale)	1885	Hourly	42.805	44.390	45.976	47.707	49.690	51.613	53.625	
		Monthly	6,723.887	6,972.908	7,222.096	7,493.953	7,805.438	8,107.520	8,423.540	
		Annual	80,686.645	83,674.890	86,665.150	89,927.435	93,665.260	97,290.245	101,082.475	
Nurse V	1885	Hourly	44.299	45.995	47.939	49.822	51.881	53.897	55.999	57.119
		Monthly	6,958.635	7,225.118	7,530.391	7,826.260	8,149.668	8,466.358	8,796.483	8,972.459
		Annual	83,503.615	86,701.420	90,364.690	93,915.120	97,796.010	101,596.300	105,557.790	107,669.510
Nurse V (20 Year Scale)	1885	Hourly	45.184	46.915	48.898	50.821	52.919	54.975	57.119	
		Monthly	7,097.670	7,369.527	7,681.012	7,983.094	8,312.715	8,635.618	8,972.459	
		Annual	85,172.035	88,434.320	92,172.145	95,797.130	99,752.575	103,627.420	107,669.510	
Nurse Practitioner	1885	Hourly	50.486	54.190	56.420	58.645	61.046			62.267
		Monthly	7,930.536	8,512.368	8,862.642	9,212.076	9,589.385			9,781.146
		Annual	95,166.435	102,148.410	106,351.700	110,544.915	115,072.620			117,373.750
Nurse Practitioner (20 Year Scale)	1885	Hourly	51.495	55.273	57.547	59.817	62.267			
		Monthly	8,089.050	8,682.467	9,039.626	9,396.281	9,781.146			
		Annual	97,068.595	104,189.605	108,475.510	112,755.370	117,373.750			
Weekend Worker - Nurse II	1885	Hourly	44.952	46.520	48.094	49.734	51.338	53.001		54.061
		Monthly	7,061.232	7,307.565	7,554.739	7,812.323	8,064.366	8,325.644		8,492.050
		Annual	84,734.780	87,690.785	90,656.865	93,747.875	96,772.390	99,907.730		101,904.595
Weekend Worker - Nurse II (20 Year Scale)	1885	Hourly	45.851	47.450	49.057	50.730	52.364	54.061		
		Monthly	7,202.450	7,453.653	7,706.032	7,968.821	8,225.566	8,492.050		
		Annual	86,429.395	89,443.835	92,472.380	95,625.855	98,706.790	101,904.595		
Weekend Worker - Nurse IV	1885	Hourly	48.260	50.048	51.836	53.787	56.022	58.190	60.460	61.668
		Monthly	7,580.766	7,861.690	8,142.615	8,449.063	8,800.177	9,140.712	9,497.199	9,686.945
		Annual	90,969.190	94,340.285	97,711.380	101,388.755	105,602.120	109,688.540	113,966.385	116,243.335
Weekend Worker - Nurse IV (20 Year Scale)	1885	Hourly	49.227	51.048	52.873	54.864	57.143	59.353	61.668	
		Monthly	7,732.730	8,018.860	8,305.494	8,618.155	8,976.153	9,323.405	9,686.945	
		Annual	92,792.765	96,226.325	99,665.930	103,417.860	107,713.840	111,880.860	116,243.335	
Weekend Worker - Nurse V	1885	Hourly	50.943	52.893	55.129	57.298	59.664	61.982	64.398	65.686
		Monthly	8,002.237	8,308.685	8,659.798	9,000.501	9,372.269	9,736.312	10,115.804	10,318.143
		Annual	96,026.840	99,704.215	103,917.580	108,006.015	112,467.225	116,835.745	121,389.645	123,817.720
Weekend Worker - Nurse V (20 Year Scale)	1885	Hourly	51.962	53.952	56.231	58.444	60.857	63.221	65.686	
		Monthly	8,162.429	8,474.922	8,832.920	9,180.508	9,559.664	9,930.928	10,318.143	
		Annual	97,949.150	101,699.065	105,995.045	110,166.095	114,715.965	119,171.130	123,817.720	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

A1. Effective April 1, 2019

- Monthly salaries include a 1.4% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Nurse II	1885	Hourly	39.635	41.018	42.407	43.851	45.266	46.733		47.667
		Monthly	6,226.014	6,443.298	6,661.422	6,888.278	7,110.599	7,340.981		7,487.740
		Annual	74,712.170	77,319.580	79,937.065	82,659.330	85,327.190	88,091.770		89,852.880
Nurse II (20 Year Scale)	1885	Hourly	40.428	41.839	43.256	44.730	46.171	47.667		
		Monthly	6,350.608	6,572.258	6,794.748	7,026.305	7,252.657	7,487.740		
		Annual	76,207.300	78,867.100	81,536.975	84,315.660	87,031.880	89,852.880		
Nurse IV	1885	Hourly	42.554	44.129	45.707	47.427	49.398	51.308	53.310	54.375
		Monthly	6,684.595	6,931.936	7,179.781	7,449.959	7,759.597	8,059.664	8,374.172	8,541.417
		Annual	80,215.135	83,183.230	86,157.370	89,399.505	93,115.165	96,715.970	100,490.065	102,497.005
Nurse IV (20 Year Scale)	1885	Hourly	43.404	45.011	46.620	48.375	50.386	52.335	54.375	
		Monthly	6,818.088	7,070.467	7,323.182	7,598.901	7,914.752	8,221.032	8,541.417	
		Annual	81,817.060	84,845.605	87,878.180	91,186.810	94,977.025	98,652.385	102,497.005	
Nurse V	1885	Hourly	44.919	46.639	48.610	50.520	52.607	54.652	56.782	57.919
		Monthly	7,056.026	7,326.204	7,635.843	7,935.910	8,263.683	8,584.908	8,919.565	9,098.061
		Annual	84,672.315	87,914.450	91,630.110	95,230.915	99,164.195	103,018.890	107,034.785	109,176.730
Nurse V (20 Year Scale)	1885	Hourly	45.817	47.571	49.582	51.533	53.660	55.744	57.919	
		Monthly	7,197.076	7,472.628	7,788.479	8,094.927	8,429.081	8,756.518	9,098.061	
		Annual	86,364.915	89,671.530	93,461.745	97,139.120	101,148.970	105,078.220	109,176.730	
Nurse Practitioner	1885	Hourly	51.193	54.949	57.210	59.465	61.902			63.140
		Monthly	8,041.529	8,631.588	8,986.732	9,341.036	9,723.718			9,918.166
		Annual	96,498.350	103,579.060	107,840.785	112,092.435	116,684.620			119,017.990
Nurse Practitioner (20 Year Scale)	1885	Hourly	52.216	56.047	58.353	60.654	63.140			
		Monthly	8,202.225	8,804.039	9,166.235	9,527.760	9,918.166			
		Annual	98,426.705	105,648.465	109,994.820	114,333.115	119,017.990			
Weekend Worker - Nurse II	1885	Hourly	45.582	47.171	48.767	50.430	52.056	53.743		54.818
		Monthly	7,160.135	7,409.827	7,660.526	7,921.637	8,177.206	8,442.178		8,610.935
		Annual	85,921.615	88,917.920	91,926.315	95,059.640	98,126.470	101,306.140		103,331.215
Weekend Worker - Nurse II (20 Year Scale)	1885	Hourly	46.494	48.114	49.743	51.440	53.098	54.818		
		Monthly	7,303.368	7,557.929	7,813.834	8,080.318	8,340.757	8,610.935		
		Annual	87,640.410	90,695.150	93,766.010	96,963.815	100,089.080	103,331.215		
Weekend Worker - Nurse IV	1885	Hourly	48.935	50.748	52.562	54.540	56.807	59.005	61.306	62.531
		Monthly	7,686.889	7,971.676	8,256.630	8,567.276	8,923.428	9,268.664	9,630.189	9,822.621
		Annual	92,242.670	95,660.110	99,079.565	102,807.315	107,081.130	111,223.970	115,562.265	117,871.455
Weekend Worker - Nurse IV (20 Year Scale)	1885	Hourly	49.916	51.764	53.613	55.632	57.942	60.184	62.531	
		Monthly	7,841.037	8,131.197	8,421.693	8,738.887	9,101.755	9,453.876	9,822.621	
		Annual	94,092.440	97,574.360	101,060.310	104,866.645	109,221.060	113,446.515	117,871.455	

<b>Weekend Worker - Nurse V</b>	1885	Hourly	<b>51.656</b>	<b>53.634</b>	<b>55.900</b>	<b>58.099</b>	<b>60.499</b>	<b>62.850</b>	<b>65.299</b>	<b>66.605</b>
		Monthly	8,114.237	8,425.051	8,781.034	9,126.439	9,503.412	9,872.660	10,257.358	10,462.552
		Annual	97,370.845	101,100.610	105,372.410	109,517.265	114,040.940	118,471.925	123,088.290	125,550.620
<b>Weekend Worker - Nurse V (20 Year Scale)</b>	1885	Hourly	<b>52.690</b>	<b>54.708</b>	<b>57.018</b>	<b>59.261</b>	<b>61.709</b>	<b>64.106</b>	<b>66.605</b>	
		Monthly	8,276.780	8,593.639	8,956.507	9,308.964	9,693.493	10,069.963	10,462.552	
		Annual	99,321.365	103,123.670	107,478.085	111,707.570	116,321.920	120,839.550	125,550.620	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

A1. Effective April 1, 2020

- Monthly salaries include a 0.5% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Nurse II	1885	Hourly	39.833	41.224	42.619	44.070	45.493	46.967		47.906
		Monthly	6,257.079	6,475.538	6,694.670	6,922.700	7,146.198	7,377.755		7,525.185
		Annual	75,084.945	77,706.460	80,336.035	83,072.405	85,754.370	88,533.055		90,302.225
Nurse II (20 Year Scale)	1885	Hourly	40.630	42.049	43.472	44.953	46.402	47.906		
		Monthly	6,382.345	6,605.170	6,828.667	7,061.400	7,288.927	7,525.185		
		Annual	76,588.135	79,262.040	81,944.005	84,736.795	87,467.120	90,302.225		
Nurse IV	1885	Hourly	42.767	44.349	45.936	47.664	49.645	51.565	53.577	54.647
		Monthly	6,718.010	6,966.527	7,215.715	7,487.236	7,798.386	8,099.964	8,415.983	8,584.068
		Annual	80,616.120	83,598.320	86,588.580	89,846.835	93,580.630	97,199.570	100,991.800	103,008.815
Nurse IV (20 Year Scale)	1885	Hourly	43.621	45.236	46.853	48.617	50.638	52.597	54.647	
		Monthly	6,852.175	7,105.898	7,359.788	7,636.850	7,954.380	8,262.172	8,584.068	
		Annual	82,226.105	85,270.770	88,317.450	91,642.200	95,452.565	99,146.060	103,008.815	
Nurse V	1885	Hourly	45.143	46.872	48.853	50.773	52.870	54.926	57.067	58.208
		Monthly	7,091.289	7,362.810	7,673.960	7,975.538	8,304.990	8,627.894	8,964.231	9,143.566
		Annual	85,095.465	88,353.720	92,087.515	95,706.455	99,659.885	103,534.730	107,570.775	109,722.795
Nurse V (20 Year Scale)	1885	Hourly	46.046	47.809	49.830	51.790	53.928	56.023	58.208	
		Monthly	7,233.010	7,510.073	7,827.435	8,135.395	8,471.228	8,800.345	9,143.566	
		Annual	86,796.125	90,120.875	93,929.225	97,624.735	101,654.735	105,604.135	109,722.795	
Nurse Practitioner	1885	Hourly	51.448	55.224	57.496	59.763	62.212			63.455
		Monthly	8,081.661	8,674.743	9,031.734	9,387.717	9,772.414			9,967.701
		Annual	96,979.935	104,096.915	108,380.805	112,652.605	117,268.970			119,612.415
Nurse Practitioner (20 Year Scale)	1885	Hourly	52.477	56.327	58.645	60.958	63.455			
		Monthly	8,243.197	8,848.033	9,212.076	9,575.448	9,967.701			
		Annual	98,918.365	106,176.395	110,544.915	114,905.375	119,612.415			
Weekend Worker - Nurse II	1885	Hourly	45.809	47.408	49.011	50.682	52.316	54.012		55.091
		Monthly	7,195.901	7,446.936	7,698.811	7,961.265	8,218.010	8,484.325		8,653.921
		Annual	86,350.810	89,363.235	92,385.735	95,535.180	98,616.115	101,811.905		103,847.055
Weekend Worker - Nurse II (20 Year Scale)	1885	Hourly	46.726	48.355	49.992	51.697	53.363	55.091		
		Monthly	7,339.805	7,595.710	7,852.959	8,120.786	8,382.400	8,653.921		
		Annual	88,077.665	91,148.525	94,235.505	97,449.430	100,588.800	103,847.055		
Weekend Worker - Nurse IV	1885	Hourly	49.180	51.001	52.825	54.812	57.091	59.300	61.613	62.843
		Monthly	7,725.342	8,011.472	8,297.938	8,610.095	8,968.093	9,315.009	9,678.381	9,871.653
		Annual	92,704.105	96,137.665	99,575.255	103,321.140	107,617.120	111,780.110	116,140.570	118,459.835
Weekend Worker - Nurse IV (20 Year Scale)	1885	Hourly	50.165	52.022	53.881	55.910	58.232	60.485	62.843	
		Monthly	7,880.161	8,171.833	8,463.840	8,782.545	9,147.260	9,501.229	9,871.653	
		Annual	94,561.935	98,061.990	101,566.075	105,390.545	109,767.125	114,014.745	118,459.835	
Weekend Worker - Nurse V	1885	Hourly	51.914	53.903	56.179	58.390	60.802	63.164	65.625	66.939
		Monthly	8,154.873	8,467.198	8,824.860	9,172.112	9,550.932	9,922.028	10,308.572	10,514.942
		Annual	97,858.475	101,606.375	105,898.325	110,065.345	114,611.185	119,064.335	123,702.865	126,179.300
Weekend Worker - Nurse V (20 Year Scale)	1885	Hourly	52.953	54.981	57.303	59.557	62.018	64.427	66.939	
		Monthly	8,318.088	8,636.626	9,001.341	9,355.477	9,742.021	10,120.338	10,514.942	
		Annual	99,817.055	103,639.510	108,016.090	112,265.725	116,904.255	121,444.050	126,179.300	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.



A1. Effective April 1, 2021

- Monthly salaries include a 1.2% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Nurse II <sup>(2)</sup>	1885	Hourly	40.311	41.719	43.130	44.599	46.039	47.530	48.481		49.450
		Monthly	6,332.138	6,553.284	6,774.934	7,005.819	7,232.003	7,466.247	7,615.525		7,767.825
		Annual	75,985.650	78,639.405	81,299.205	84,069.830	86,784.035	89,594.960	91,386.295		93,213.900
Nurse II (20 Year Scale) <sup>(2)</sup>	1885	Hourly	41.118	42.553	43.993	45.493	46.959	48.481	49.450		
		Monthly	6,458.915	6,684.427	6,910.610	7,146.198	7,376.411	7,615.525	7,767.825		
		Annual	77,506.975	80,213.120	82,927.325	85,754.370	88,516.935	91,386.295	93,213.900		
Nurse IV <sup>(3)</sup>	1885	Hourly	43.280	44.882	46.487	48.236	50.240	52.184	54.307	56.517	57.647
		Monthly	6,798.610	7,050.149	7,302.360	7,577.072	7,891.915	8,197.188	8,530.670	8,877.922	9,055.410
		Annual	81,583.320	84,601.790	87,628.320	90,924.860	94,702.985	98,366.255	102,368.045	106,535.065	108,664.920
Nurse IV (20 Year Scale) <sup>(3)</sup>	1885	Hourly	44.145	45.780	47.415	49.200	51.245	53.228	55.392	57.647	
		Monthly	6,934.455	7,191.199	7,448.112	7,728.533	8,049.757	8,361.243	8,701.106	9,055.410	
		Annual	83,213.455	86,294.390	89,377.340	92,742.390	96,597.085	100,334.910	104,413.270	108,664.920	
Nurse V	1885	Hourly	45.685	47.434	49.439	51.382	53.505	55.585	57.752		58.906
		Monthly	7,176.423	7,451.134	7,765.978	8,071.250	8,404.733	8,731.499	9,071.866		9,253.216
		Annual	86,117.070	89,413.610	93,191.735	96,855.005	100,856.795	104,777.985	108,862.390		111,038.590
Nurse V (20 Year Scale)	1885	Hourly	46.598	48.384	50.427	52.411	54.575	56.696	58.906		
		Monthly	7,319.823	7,600.244	7,921.301	8,232.954	8,572.818	8,905.964	9,253.216		
		Annual	87,837.880	91,202.930	95,055.610	98,795.450	102,873.810	106,871.570	111,038.590		
Nurse Practitioner	1885	Hourly	52.066	55.887	58.186	60.480	62.958				64.216
		Monthly	8,178.717	8,778.851	9,140.040	9,500.389	9,889.620				10,087.258
		Annual	98,144.605	105,346.215	109,680.480	114,004.670	118,675.440				121,047.095
Nurse Practitioner (20 Year Scale)	1885	Hourly	53.106	57.003	59.348	61.689	64.216				
		Monthly	8,342.100	8,954.156	9,322.565	9,690.303	10,087.258				
		Annual	100,105.200	107,449.875	111,870.785	116,283.635	121,047.095				
Weekend Worker - Nurse II <sup>(2)</sup>	1885	Hourly	46.359	47.976	49.599	51.290	52.944	54.659	55.753		56.868
		Monthly	7,282.210	7,536.268	7,791.165	8,056.810	8,316.577	8,586.083	8,757.862		8,932.999
		Annual	87,386.520	90,435.215	93,493.985	96,681.715	99,798.920	103,032.995	105,094.340		107,195.985
Weekend Worker - Nurse II (20 Year Scale) <sup>(2)</sup>	1885	Hourly	47.287	48.935	50.592	52.317	54.003	55.752	56.868		
		Monthly	7,427.962	7,686.889	7,947.160	8,218.178	8,482.982	8,757.694	8,932.999		
		Annual	89,135.540	92,242.670	95,365.920	98,618.130	101,795.785	105,092.325	107,195.985		
Weekend Worker - Nurse IV <sup>(3)</sup>	1885	Hourly	49.770	51.614	53.459	55.470	57.777	60.012	62.452	64.994	66.293
		Monthly	7,818.032	8,107.688	8,397.513	8,713.364	9,075.728	9,426.842	9,810.195	10,209.501	10,413.520
		Annual	93,816.385	97,292.260	100,770.150	104,560.365	108,908.735	113,122.100	117,722.345	122,514.015	124,962.240

<sup>3</sup> Nurse IV Standardized to 'Year 7' Step-on-Scale Effective April 1, 2021

**MNU & Rural Health Authorities & Associations - Interlake/Eastern RHA**  
**2015 ANNUAL HOURS- APPENDIX A- SALARIES**

A1. Effective April 1, 2017

- Monthly salaries include a 1.25% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Licensed Practical Nurse	2015	Hourly	27.645	28.550	29.444	30.529	31.523	32.635	33.797	34.473
		Monthly	4,642.056	4,794.021	4,944.138	5,126.328	5,293.237	5,479.960	5,675.080	5,788.591
		Annual	55,704.675	57,528.250	59,329.660	61,515.935	63,518.845	65,759.525	68,100.955	69,463.095
Nurse II	2015	Hourly	36.115	37.375	38.640	39.957	41.245	42.582		43.433
		Monthly	6,064.310	6,275.885	6,488.300	6,709.446	6,925.723	7,150.228		7,293.125
		Annual	72,771.725	75,310.625	77,859.600	80,513.355	83,108.675	85,802.730		87,517.495
Nurse II (20 Year Scale)	2015	Hourly	36.838	38.123	39.413	40.757	42.070	43.433		
		Monthly	6,185.714	6,401.487	6,618.100	6,843.780	7,064.254	7,293.125		
		Annual	74,228.570	76,817.845	79,417.195	82,125.355	84,771.050	87,517.495		
Nurse III	2015	Hourly	37.488	38.752	40.072	41.360	42.555	43.858	45.204	46.108
		Monthly	6,294.860	6,507.107	6,728.757	6,945.033	7,145.694	7,364.489	7,590.505	7,742.302
		Annual	75,538.320	78,085.280	80,745.080	83,340.400	85,748.325	88,373.870	91,086.060	92,907.620
Nurse III (20 Year Scale)	2015	Hourly	38.237	39.527	40.873	42.187	43.406	44.736	46.108	
		Monthly	6,420.630	6,637.242	6,863.258	7,083.900	7,288.591	7,511.920	7,742.302	
		Annual	77,047.555	79,646.905	82,359.095	85,006.805	87,463.090	90,143.040	92,907.620	
Nurse IV	2015	Hourly	38.774	40.209	41.647	43.214	45.010	46.751	48.575	49.546
		Monthly	6,510.801	6,751.761	6,993.225	7,256.351	7,557.929	7,850.272	8,156.552	8,319.599
		Annual	78,129.610	81,021.135	83,918.705	87,076.210	90,695.150	94,203.265	97,878.625	99,835.190
Nurse IV (20 Year Scale)	2015	Hourly	39.549	41.013	42.479	44.078	45.910	47.687	49.546	
		Monthly	6,640.936	6,886.766	7,132.932	7,401.431	7,709.054	8,007.442	8,319.599	
		Annual	79,691.235	82,641.195	85,595.185	88,817.170	92,508.650	96,089.305	99,835.190	
Nurse V	2015	Hourly	40.929	42.497	44.292	46.033	47.935	49.798	51.739	52.774
		Monthly	6,872.661	7,135.955	7,437.365	7,729.708	8,049.085	8,361.914	8,687.840	8,861.634
		Annual	82,471.935	85,631.455	89,248.380	92,756.495	96,589.025	100,342.970	104,254.085	106,339.610
Nurse V (20 Year Scale)	2015	Hourly	41.747	43.346	45.178	46.955	48.894	50.793	52.774	
		Monthly	7,010.017	7,278.516	7,586.139	7,884.527	8,210.118	8,528.991	8,861.634	
		Annual	84,120.205	87,342.190	91,033.670	94,614.325	98,521.410	102,347.895	106,339.610	

Nurse Practitioner	2015	Hourly	46.646	50.068	52.128	54.184	56.403		57.531
		Monthly	7,832.641	8,407.252	8,753.160	9,098.397	9,471.004		9,660.414
		Annual	93,991.690	100,887.020	105,037.920	109,180.760	113,652.045		115,924.965
Nurse Practitioner (20 Year Scale)	2015	Hourly	47.578	51.069	53.169	55.267	57.531		
		Monthly	7,989.139	8,575.336	8,927.961	9,280.250	9,660.414		
		Annual	95,869.670	102,904.035	107,135.535	111,363.005	115,924.965		
Weekend Worker - Licensed Practical Nurse	2015	Hourly	31.793	32.833	33.860	35.107	36.253	37.529	38.866
		Monthly	5,338.575	5,513.208	5,685.658	5,895.050	6,087.483	6,301.745	6,526.249
		Annual	64,062.895	66,158.495	68,227.900	70,740.605	73,049.795	75,620.935	78,314.990
Weekend Worker - Nurse II	2015	Hourly	41.533	42.982	44.436	45.951	47.433	48.970	49.949
		Monthly	6,974.083	7,217.394	7,461.545	7,715.939	7,964.791	8,222.879	8,387.270
		Annual	83,688.995	86,608.730	89,538.540	92,591.265	95,577.495	98,674.550	100,647.235
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	42.363	43.841	45.325	46.871	48.381	49.949	
		Monthly	7,113.454	7,361.635	7,610.823	7,870.422	8,123.976	8,387.270	
		Annual	85,361.445	88,339.615	91,329.875	94,445.065	97,487.715	100,647.235	
Weekend Worker - Nurse III	2015	Hourly	43.111	44.565	46.082	47.563	48.938	50.438	51.985
		Monthly	7,239.055	7,483.206	7,737.936	7,986.620	8,217.506	8,469.381	8,729.148
		Annual	86,868.665	89,798.475	92,855.230	95,839.445	98,610.070	101,632.570	104,749.775
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	43.973	45.456	47.004	48.515	49.917	51.446	53.025
		Monthly	7,383.800	7,632.820	7,892.755	8,146.477	8,381.896	8,638.641	8,903.781
		Annual	88,605.595	91,593.840	94,713.060	97,757.725	100,582.755	103,663.690	106,845.375
Weekend Worker - Nurse IV	2015	Hourly	44.589	46.241	47.893	49.696	51.761	53.764	55.861
		Monthly	7,487.236	7,764.635	8,042.033	8,344.787	8,691.535	9,027.872	9,379.993
		Annual	89,846.835	93,175.615	96,504.395	100,137.440	104,298.415	108,334.460	112,559.915
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	45.482	47.165	48.851	50.690	52.796	54.839	56.977
		Monthly	7,637.186	7,919.790	8,202.897	8,511.696	8,865.328	9,208.382	9,567.388
		Annual	91,646.230	95,037.475	98,434.765	102,140.350	106,383.940	110,500.585	114,808.655
Weekend Worker - Nurse V	2015	Hourly	47.068	48.870	50.935	52.939	55.126	57.267	59.499
		Monthly	7,903.502	8,206.088	8,552.835	8,889.340	9,256.574	9,616.084	9,990.874
		Annual	94,842.020	98,473.050	102,634.025	106,672.085	111,078.890	115,393.005	119,890.485
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	48.010	49.848	51.954	53.998	56.228	58.412	60.689
		Monthly	8,061.679	8,370.310	8,723.943	9,067.164	9,441.618	9,808.348	10,190.695
		Annual	96,740.150	100,443.720	104,687.310	108,805.970	113,299.420	117,700.180	122,288.335

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

## A1. Effective April 1, 2018

- Monthly salaries include a 1.25% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Licensed Practical Nurse	2015	Hourly	27.991	28.907	29.812	30.911	31.917	33.043	34.219	34.904
		Monthly	4,700.155	4,853.967	5,005.932	5,190.472	5,359.396	5,548.470	5,745.940	5,860.963
		Annual	56,401.865	58,247.605	60,071.180	62,285.665	64,312.755	66,581.645	68,951.285	70,331.560
Nurse II	2015	Hourly	36.566	37.842	39.123	40.456	41.761	43.114		43.976
		Monthly	6,140.041	6,354.303	6,569.404	6,793.237	7,012.368	7,239.559		7,384.303
		Annual	73,680.490	76,251.630	78,832.845	81,518.840	84,148.415	86,874.710		88,611.640
Nurse II (20 Year Scale)	2015	Hourly	37.298	38.600	39.906	41.266	42.596	43.976		
		Monthly	6,262.956	6,481.583	6,700.883	6,929.249	7,152.578	7,384.303		
		Annual	75,155.470	77,779.000	80,410.590	83,150.990	85,830.940	88,611.640		
Nurse III	2015	Hourly	37.957	39.236	40.573	41.877	43.087	44.406	45.769	46.684
		Monthly	6,373.613	6,588.378	6,812.883	7,031.846	7,235.025	7,456.508	7,685.378	7,839.022
		Annual	76,483.355	79,060.540	81,754.595	84,382.155	86,820.305	89,478.090	92,224.535	94,068.260
Nurse III (20 Year Scale)	2015	Hourly	38.715	40.021	41.384	42.714	43.949	45.295	46.684	
		Monthly	6,500.894	6,720.193	6,949.063	7,172.393	7,379.770	7,605.785	7,839.022	
		Annual	78,010.725	80,642.315	83,388.760	86,068.710	88,557.235	91,269.425	94,068.260	
Nurse IV	2015	Hourly	39.259	40.712	42.168	43.754	45.573	47.335	49.182	50.165
		Monthly	6,592.240	6,836.223	7,080.710	7,347.026	7,652.466	7,948.335	8,258.478	8,423.540
		Annual	79,106.885	82,034.680	84,968.520	88,164.310	91,829.595	95,380.025	99,101.730	101,082.475
Nurse IV (20 Year Scale)	2015	Hourly	40.043	41.526	43.010	44.629	46.484	48.283	50.165	
		Monthly	6,723.887	6,972.908	7,222.096	7,493.953	7,805.438	8,107.520	8,423.540	
		Annual	80,686.645	83,674.890	86,665.150	89,927.435	93,665.260	97,290.245	101,082.475	
Nurse V	2015	Hourly	41.441	43.028	44.846	46.608	48.534	50.420	52.386	53.434
		Monthly	6,958.635	7,225.118	7,530.391	7,826.260	8,149.668	8,466.358	8,796.483	8,972.459
		Annual	83,503.615	86,701.420	90,364.690	93,915.120	97,796.010	101,596.300	105,557.790	107,669.510
Nurse V (20 Year Scale)	2015	Hourly	42.269	43.888	45.743	47.542	49.505	51.428	53.434	
		Monthly	7,097.670	7,369.527	7,681.012	7,983.094	8,312.715	8,635.618	8,972.459	
		Annual	85,172.035	88,434.320	92,172.145	95,797.130	99,752.575	103,627.420	107,669.510	

Nurse Practitioner	2015	Hourly	<b>47.229</b>	<b>50.694</b>	<b>52.780</b>	<b>54.861</b>	<b>57.108</b>		<b>58.250</b>
		Monthly	7,930.536	8,512.368	8,862.642	9,212.076	9,589.385		9,781.146
		Annual	95,166.435	102,148.410	106,351.700	110,544.915	115,072.620		117,373.750
Nurse Practitioner (20 Year Scale)	2015	Hourly	<b>48.173</b>	<b>51.707</b>	<b>53.834</b>	<b>55.958</b>	<b>58.250</b>		
		Monthly	8,089.050	8,682.467	9,039.626	9,396.281	9,781.146		
		Annual	97,068.595	104,189.605	108,475.510	112,755.370	117,373.750		
Weekend Worker - Licensed Practical Nurse	2015	Hourly	<b>32.190</b>	<b>33.243</b>	<b>34.283</b>	<b>35.546</b>	<b>36.706</b>	<b>37.998</b>	<b>39.352</b>
		Monthly	5,405.238	5,582.054	5,756.687	5,968.766	6,163.549	6,380.498	6,607.857
		Annual	64,862.850	66,984.645	69,080.245	71,625.190	73,962.590	76,565.970	79,294.280
Weekend Worker - Nurse II	2015	Hourly	<b>42.052</b>	<b>43.519</b>	<b>44.991</b>	<b>46.525</b>	<b>48.026</b>	<b>49.582</b>	<b>50.573</b>
		Monthly	7,061.232	7,307.565	7,554.739	7,812.323	8,064.366	8,325.644	8,492.050
		Annual	84,734.780	87,690.785	90,656.865	93,747.875	96,772.390	99,907.730	101,904.595
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	<b>42.893</b>	<b>44.389</b>	<b>45.892</b>	<b>47.457</b>	<b>48.986</b>	<b>50.573</b>	
		Monthly	7,202.450	7,453.653	7,706.032	7,968.821	8,225.566	8,492.050	
		Annual	86,429.395	89,443.835	92,472.380	95,625.855	98,706.790	101,904.595	
Weekend Worker - Nurse III	2015	Hourly	<b>43.650</b>	<b>45.122</b>	<b>46.658</b>	<b>48.158</b>	<b>49.550</b>	<b>51.068</b>	<b>52.635</b>
		Monthly	7,329.563	7,576.736	7,834.656	8,086.531	8,320.271	8,575.168	8,838.294
		Annual	87,954.750	90,920.830	94,015.870	97,038.370	99,843.250	102,902.020	106,059.525
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	<b>44.523</b>	<b>46.024</b>	<b>47.592</b>	<b>49.121</b>	<b>50.541</b>	<b>52.089</b>	<b>53.688</b>
		Monthly	7,476.154	7,728.197	7,991.490	8,248.235	8,486.676	8,746.611	9,015.110
		Annual	89,713.845	92,738.360	95,897.880	98,978.815	101,840.115	104,959.335	108,181.320
Weekend Worker - Nurse IV	2015	Hourly	<b>45.146</b>	<b>46.819</b>	<b>48.492</b>	<b>50.317</b>	<b>52.408</b>	<b>54.436</b>	<b>56.559</b>
		Monthly	7,580.766	7,861.690	8,142.615	8,449.063	8,800.177	9,140.712	9,497.199
		Annual	90,969.190	94,340.285	97,711.380	101,388.755	105,602.120	109,688.540	113,966.385
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	<b>46.051</b>	<b>47.755</b>	<b>49.462</b>	<b>51.324</b>	<b>53.456</b>	<b>55.524</b>	<b>57.689</b>
		Monthly	7,732.730	8,018.860	8,305.494	8,618.155	8,976.153	9,323.405	9,686.945
		Annual	92,792.765	96,226.325	99,665.930	103,417.860	107,713.840	111,880.860	116,243.335
Weekend Worker - Nurse V	2015	Hourly	<b>47.656</b>	<b>49.481</b>	<b>51.572</b>	<b>53.601</b>	<b>55.815</b>	<b>57.983</b>	<b>60.243</b>
		Monthly	8,002.237	8,308.685	8,659.798	9,000.501	9,372.269	9,736.312	10,115.804
		Annual	96,026.840	99,704.215	103,917.580	108,006.015	112,467.225	116,835.745	121,389.645
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	<b>48.610</b>	<b>50.471</b>	<b>52.603</b>	<b>54.673</b>	<b>56.931</b>	<b>59.142</b>	<b>61.448</b>
		Monthly	8,162.429	8,474.922	8,832.920	9,180.508	9,559.664	9,930.928	10,318.143
		Annual	97,949.150	101,699.065	105,995.045	110,166.095	114,715.965	119,171.130	123,817.720

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

A1. Effective April 1, 2019

- Monthly salaries include a 1.4% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Licensed Practical Nurse	2015	Hourly	<b>28.383</b>	<b>29.312</b>	<b>30.229</b>	<b>31.344</b>	<b>32.364</b>	<b>33.506</b>	<b>34.698</b>		<b>35.393</b>
		Monthly	4,765.979	4,921.973	5,075.953	5,263.180	5,434.455	5,626.216	5,826.373		5,943.075
		Annual	57,191.745	59,063.680	60,911.435	63,158.160	65,213.460	67,514.590	69,916.470		71,316.895
Nurse II	2015	Hourly	<b>37.078</b>	<b>38.372</b>	<b>39.671</b>	<b>41.022</b>	<b>42.346</b>	<b>43.718</b>			<b>44.592</b>
		Monthly	6,226.014	6,443.298	6,661.422	6,888.278	7,110.599	7,340.981			7,487.740
		Annual	74,712.170	77,319.580	79,937.065	82,659.330	85,327.190	88,091.770			89,852.880
Nurse II (20 Year Scale)	2015	Hourly	<b>37.820</b>	<b>39.140</b>	<b>40.465</b>	<b>41.844</b>	<b>43.192</b>	<b>44.592</b>			
		Monthly	6,350.608	6,572.258	6,794.748	7,026.305	7,252.657	7,487.740			
		Annual	76,207.300	78,867.100	81,536.975	84,315.660	87,031.880	89,852.880			
Nurse III	2015	Hourly	<b>38.488</b>	<b>39.785</b>	<b>41.141</b>	<b>42.463</b>	<b>43.690</b>	<b>45.028</b>	<b>46.410</b>		<b>47.338</b>
		Monthly	6,462.777	6,680.565	6,908.260	7,130.245	7,336.279	7,560.952	7,793.013		7,948.839
		Annual	77,553.320	80,166.775	82,899.115	85,562.945	88,035.350	90,731.420	93,516.150		95,386.070
Nurse III (20 Year Scale)	2015	Hourly	<b>39.257</b>	<b>40.581</b>	<b>41.963</b>	<b>43.312</b>	<b>44.564</b>	<b>45.929</b>	<b>47.338</b>		
		Monthly	6,591.905	6,814.226	7,046.287	7,272.807	7,483.038	7,712.245	7,948.839		
		Annual	79,102.855	81,770.715	84,555.445	87,273.680	89,796.460	92,546.935	95,386.070		
Nurse IV	2015	Hourly	<b>39.809</b>	<b>41.282</b>	<b>42.758</b>	<b>44.367</b>	<b>46.211</b>	<b>47.998</b>	<b>49.871</b>		<b>50.867</b>
		Monthly	6,684.595	6,931.936	7,179.781	7,449.959	7,759.597	8,059.664	8,374.172		8,541.417
		Annual	80,215.135	83,183.230	86,157.370	89,399.505	93,115.165	96,715.970	100,490.065		102,497.005
Nurse IV (20 Year Scale)	2015	Hourly	<b>40.604</b>	<b>42.107</b>	<b>43.612</b>	<b>45.254</b>	<b>47.135</b>	<b>48.959</b>	<b>50.867</b>		
		Monthly	6,818.088	7,070.467	7,323.182	7,598.901	7,914.752	8,221.032	8,541.417		
		Annual	81,817.060	84,845.605	87,878.180	91,186.810	94,977.025	98,652.385	102,497.005		
Nurse V	2015	Hourly	<b>42.021</b>	<b>43.630</b>	<b>45.474</b>	<b>47.261</b>	<b>49.213</b>	<b>51.126</b>	<b>53.119</b>		<b>54.182</b>
		Monthly	7,056.026	7,326.204	7,635.843	7,935.910	8,263.683	8,584.908	8,919.565		9,098.061
		Annual	84,672.315	87,914.450	91,630.110	95,230.915	99,164.195	103,018.890	107,034.785		109,176.730
Nurse V (20 Year Scale)	2015	Hourly	<b>42.861</b>	<b>44.502</b>	<b>46.383</b>	<b>48.208</b>	<b>50.198</b>	<b>52.148</b>	<b>54.182</b>		
		Monthly	7,197.076	7,472.628	7,788.479	8,094.927	8,429.081	8,756.518	9,098.061		
		Annual	86,364.915	89,671.530	93,461.745	97,139.120	101,148.970	105,078.220	109,176.730		
Nurse Practitioner	2015	Hourly	<b>47.890</b>	<b>51.404</b>	<b>53.519</b>	<b>55.629</b>	<b>57.908</b>				<b>59.066</b>
		Monthly	8,041.529	8,631.588	8,986.732	9,341.036	9,723.718				9,918.166
		Annual	96,498.350	103,579.060	107,840.785	112,092.435	116,684.620				119,017.990
Nurse Practitioner (20 Year Scale)	2015	Hourly	<b>48.847</b>	<b>52.431</b>	<b>54.588</b>	<b>56.741</b>	<b>59.066</b>				
		Monthly	8,202.225	8,804.039	9,166.235	9,527.760	9,918.166				
		Annual	98,426.705	105,648.465	109,994.820	114,333.115	119,017.990				

<b>Weekend Worker - Licensed Practical Nurse</b>	2015	Hourly	<b>32.641</b>	<b>33.708</b>	<b>34.763</b>	<b>36.044</b>	<b>37.220</b>	<b>38.530</b>	<b>39.903</b>	<b>40.701</b>
		Monthly	5,480.968	5,660.135	5,837.287	6,052.388	6,249.858	6,469.829	6,700.379	6,834.376
		Annual	65,771.615	67,921.620	70,047.445	72,628.660	74,998.300	77,637.950	80,404.545	82,012.515
<b>Weekend Worker - Nurse II</b>	2015	Hourly	<b>42.641</b>	<b>44.128</b>	<b>45.621</b>	<b>47.176</b>	<b>48.698</b>	<b>50.276</b>		<b>51.281</b>
		Monthly	7,160.135	7,409.827	7,660.526	7,921.637	8,177.206	8,442.178		8,610.935
		Annual	85,921.615	88,917.920	91,926.315	95,059.640	98,126.470	101,306.140		103,331.215
<b>Weekend Worker - Nurse II (20 Year Scale)</b>	2015	Hourly	<b>43.494</b>	<b>45.010</b>	<b>46.534</b>	<b>48.121</b>	<b>49.672</b>	<b>51.281</b>		
		Monthly	7,303.368	7,557.929	7,813.834	8,080.318	8,340.757	8,610.935		
		Annual	87,640.410	90,695.150	93,766.010	96,963.815	100,089.080	103,331.215		
<b>Weekend Worker - Nurse III</b>	2015	Hourly	<b>44.261</b>	<b>45.754</b>	<b>47.311</b>	<b>48.832</b>	<b>50.244</b>	<b>51.783</b>	<b>53.372</b>	<b>54.440</b>
		Monthly	7,432.160	7,682.859	7,944.305	8,199.707	8,436.805	8,695.229	8,962.048	9,141.383
		Annual	89,185.915	92,194.310	95,331.665	98,396.480	101,241.660	104,342.745	107,544.580	109,696.600
<b>Weekend Worker - Nurse III (20 Year Scale)</b>	2015	Hourly	<b>45.146</b>	<b>46.668</b>	<b>48.258</b>	<b>49.809</b>	<b>51.249</b>	<b>52.818</b>	<b>54.440</b>	
		Monthly	7,580.766	7,836.335	8,103.323	8,363.761	8,605.561	8,869.023	9,141.383	
		Annual	90,969.190	94,036.020	97,239.870	100,365.135	103,266.735	106,428.270	109,696.600	
<b>Weekend Worker - Nurse IV</b>	2015	Hourly	<b>45.778</b>	<b>47.474</b>	<b>49.171</b>	<b>51.021</b>	<b>53.142</b>	<b>55.198</b>	<b>57.351</b>	<b>58.497</b>
		Monthly	7,686.889	7,971.676	8,256.630	8,567.276	8,923.428	9,268.664	9,630.189	9,822.621
		Annual	92,242.670	95,660.110	99,079.565	102,807.315	107,081.130	111,223.970	115,562.265	117,871.455
<b>Weekend Worker - Nurse IV (20 Year Scale)</b>	2015	Hourly	<b>46.696</b>	<b>48.424</b>	<b>50.154</b>	<b>52.043</b>	<b>54.204</b>	<b>56.301</b>	<b>58.497</b>	
		Monthly	7,841.037	8,131.197	8,421.693	8,738.887	9,101.755	9,453.876	9,822.621	
		Annual	94,092.440	97,574.360	101,060.310	104,866.645	109,221.060	113,446.515	117,871.455	
<b>Weekend Worker - Nurse V</b>	2015	Hourly	<b>48.323</b>	<b>50.174</b>	<b>52.294</b>	<b>54.351</b>	<b>56.596</b>	<b>58.795</b>	<b>61.086</b>	<b>62.308</b>
		Monthly	8,114.237	8,425.051	8,781.034	9,126.439	9,503.412	9,872.660	10,257.358	10,462.552
		Annual	97,370.845	101,100.610	105,372.410	109,517.265	114,040.940	118,471.925	123,088.290	125,550.620
<b>Weekend Worker - Nurse V (20 Year Scale)</b>	2015	Hourly	<b>49.291</b>	<b>51.178</b>	<b>53.339</b>	<b>55.438</b>	<b>57.728</b>	<b>59.970</b>	<b>62.308</b>	
		Monthly	8,276.780	8,593.639	8,956.507	9,308.964	9,693.493	10,069.963	10,462.552	
		Annual	99,321.365	103,123.670	107,478.085	111,707.570	116,321.920	120,839.550	125,550.620	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.



A1. Effective April 1, 2020

- Monthly salaries include a 0.5% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Licensed Practical Nurse	2015	Hourly	28.525	29.459	30.380	31.501	32.526	33.674	34.871		35.570
		Monthly	4,789.823	4,946.657	5,101.308	5,289.543	5,461.658	5,654.426	5,855.422		5,972.796
		Annual	57,477.875	59,359.885	61,215.700	63,474.515	65,539.890	67,853.110	70,265.065		71,673.550
Nurse II	2015	Hourly	37.263	38.564	39.869	41.227	42.558	43.937			44.815
		Monthly	6,257.079	6,475.538	6,694.670	6,922.700	7,146.198	7,377.755			7,525.185
		Annual	75,084.945	77,706.460	80,336.035	83,072.405	85,754.370	88,533.055			90,302.225
Nurse II (20 Year Scale)	2015	Hourly	38.009	39.336	40.667	42.053	43.408	44.815			
		Monthly	6,382.345	6,605.170	6,828.667	7,061.400	7,288.927	7,525.185			
		Annual	76,588.135	79,262.040	81,944.005	84,736.795	87,467.120	90,302.225			
Nurse III	2015	Hourly	38.680	39.984	41.347	42.675	43.908	45.253	46.642		47.575
		Monthly	6,495.017	6,713.980	6,942.850	7,165.844	7,372.885	7,598.733	7,831.969		7,988.635
		Annual	77,940.200	80,567.760	83,314.205	85,990.125	88,474.620	91,184.795	93,983.630		95,863.625
Nurse III (20 Year Scale)	2015	Hourly	39.453	40.784	42.173	43.529	44.787	46.159	47.575		
		Monthly	6,624.816	6,848.313	7,081.550	7,309.245	7,520.484	7,750.865	7,988.635		
		Annual	79,497.795	82,179.760	84,978.595	87,710.935	90,245.805	93,010.385	95,863.625		
Nurse IV	2015	Hourly	40.008	41.488	42.972	44.589	46.442	48.238	50.120		51.121
		Monthly	6,718.010	6,966.527	7,215.715	7,487.236	7,798.386	8,099.964	8,415.983		8,584.068
		Annual	80,616.120	83,598.320	86,588.580	89,846.835	93,580.630	97,199.570	100,991.800		103,008.815
Nurse IV (20 Year Scale)	2015	Hourly	40.807	42.318	43.830	45.480	47.371	49.204	51.121		
		Monthly	6,852.175	7,105.898	7,359.788	7,636.850	7,954.380	8,262.172	8,584.068		
		Annual	82,226.105	85,270.770	88,317.450	91,642.200	95,452.565	99,146.060	103,008.815		
Nurse V	2015	Hourly	42.231	43.848	45.701	47.497	49.459	51.382	53.385		54.453
		Monthly	7,091.289	7,362.810	7,673.960	7,975.538	8,304.990	8,627.894	8,964.231		9,143.566
		Annual	85,095.465	88,353.720	92,087.515	95,706.455	99,659.885	103,534.730	107,570.775		109,722.795
Nurse V (20 Year Scale)	2015	Hourly	43.075	44.725	46.615	48.449	50.449	52.409	54.453		
		Monthly	7,233.010	7,510.073	7,827.435	8,135.395	8,471.228	8,800.345	9,143.566		
		Annual	86,796.125	90,120.875	93,929.225	97,624.735	101,654.735	105,604.135	109,722.795		
Nurse Practitioner	2015	Hourly	48.129	51.661	53.787	55.907	58.198				59.361
		Monthly	8,081.661	8,674.743	9,031.734	9,387.717	9,772.414				9,967.701
		Annual	96,979.935	104,096.915	108,380.805	112,652.605	117,268.970				119,612.415
Nurse Practitioner (20 Year Scale)	2015	Hourly	49.091	52.693	54.861	57.025	59.361				
		Monthly	8,243.197	8,848.033	9,212.076	9,575.448	9,967.701				
		Annual	98,918.365	106,176.395	110,544.915	114,905.375	119,612.415				

<b>Weekend Worker - Licensed Practical Nurse</b>	2015	Hourly	<b>32.804</b>	<b>33.877</b>	<b>34.937</b>	<b>36.224</b>	<b>37.406</b>	<b>38.723</b>	<b>40.103</b>	<b>40.905</b>
		Monthly	5,508.338	5,688.513	5,866.505	6,082.613	6,281.091	6,502.237	6,733.962	6,868.631
		Annual	66,100.060	68,262.155	70,398.055	72,991.360	75,373.090	78,026.845	80,807.545	82,423.575
<b>Weekend Worker - Nurse II</b>	2015	Hourly	<b>42.854</b>	<b>44.349</b>	<b>45.849</b>	<b>47.412</b>	<b>48.941</b>	<b>50.527</b>		<b>51.537</b>
		Monthly	7,195.901	7,446.936	7,698.811	7,961.265	8,218.010	8,484.325		8,653.921
		Annual	86,350.810	89,363.235	92,385.735	95,535.180	98,616.115	101,811.905		103,847.055
<b>Weekend Worker - Nurse II (20 Year Scale)</b>	2015	Hourly	<b>43.711</b>	<b>45.235</b>	<b>46.767</b>	<b>48.362</b>	<b>49.920</b>	<b>51.537</b>		
		Monthly	7,339.805	7,595.710	7,852.959	8,120.786	8,382.400	8,653.921		
		Annual	88,077.665	91,148.525	94,235.505	97,449.430	100,588.800	103,847.055		
<b>Weekend Worker - Nurse III</b>	2015	Hourly	<b>44.482</b>	<b>45.983</b>	<b>47.548</b>	<b>49.076</b>	<b>50.495</b>	<b>52.042</b>	<b>53.639</b>	<b>54.712</b>
		Monthly	7,469.269	7,721.312	7,984.102	8,240.678	8,478.952	8,738.719	9,006.882	9,187.057
		Annual	89,631.230	92,655.745	95,809.220	98,888.140	101,747.425	104,864.630	108,082.585	110,244.680
<b>Weekend Worker - Nurse III (20 Year Scale)</b>	2015	Hourly	<b>45.372</b>	<b>46.901</b>	<b>48.499</b>	<b>50.058</b>	<b>51.505</b>	<b>53.082</b>	<b>54.712</b>	
		Monthly	7,618.715	7,875.460	8,143.790	8,405.573	8,648.548	8,913.353	9,187.057	
		Annual	91,424.580	94,505.515	97,725.485	100,866.870	103,782.575	106,960.230	110,244.680	
<b>Weekend Worker - Nurse IV</b>	2015	Hourly	<b>46.007</b>	<b>47.711</b>	<b>49.417</b>	<b>51.276</b>	<b>53.408</b>	<b>55.474</b>	<b>57.638</b>	<b>58.789</b>
		Monthly	7,725.342	8,011.472	8,297.938	8,610.095	8,968.093	9,315.009	9,678.381	9,871.653
		Annual	92,704.105	96,137.665	99,575.255	103,321.140	107,617.120	111,780.110	116,140.570	118,459.835
<b>Weekend Worker - Nurse IV (20 Year Scale)</b>	2015	Hourly	<b>46.929</b>	<b>48.666</b>	<b>50.405</b>	<b>52.303</b>	<b>54.475</b>	<b>56.583</b>	<b>58.789</b>	
		Monthly	7,880.161	8,171.833	8,463.840	8,782.545	9,147.260	9,501.229	9,871.653	
		Annual	94,561.935	98,061.990	101,566.075	105,390.545	109,767.125	114,014.745	118,459.835	
<b>Weekend Worker - Nurse V</b>	2015	Hourly	<b>48.565</b>	<b>50.425</b>	<b>52.555</b>	<b>54.623</b>	<b>56.879</b>	<b>59.089</b>	<b>61.391</b>	<b>62.620</b>
		Monthly	8,154.873	8,467.198	8,824.860	9,172.112	9,550.932	9,922.028	10,308.572	10,514.942
		Annual	97,858.475	101,606.375	105,898.325	110,065.345	114,611.185	119,064.335	123,702.865	126,179.300
<b>Weekend Worker - Nurse V (20 Year Scale)</b>	2015	Hourly	<b>49.537</b>	<b>51.434</b>	<b>53.606</b>	<b>55.715</b>	<b>58.017</b>	<b>60.270</b>	<b>62.620</b>	
		Monthly	8,318.088	8,636.626	9,001.341	9,355.477	9,742.021	10,120.338	10,514.942	
		Annual	99,817.055	103,639.510	108,016.090	112,265.725	116,904.255	121,444.050	126,179.300	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

A1. Effective April 1, 2021

- Monthly salaries include a 1.2% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year	
Licensed Practical Nurse <sup>(2)</sup>	2015	Hourly	28.867	29.813	30.745	31.879	32.916	34.078	35.289	36.348	37.075
		Monthly	4,847.250	5,006.100	5,162.598	5,353.015	5,527.145	5,722.264	5,925.611	6,103.435	6,225.510
		Annual	58,167.005	60,073.195	61,951.175	64,236.185	66,325.740	68,667.170	71,107.335	73,241.220	74,706.125
Undergraduate Nursing Employee	2015	Hourly	28.867								
		Monthly	4,847.250								
		Annual	58,167.005								
Nurse II <sup>(3)</sup>	2015	Hourly	37.710	39.027	40.347	41.722	43.069	44.464	45.353		46.260
		Monthly	6,332.138	6,553.284	6,774.934	7,005.819	7,232.003	7,466.247	7,615.525		7,767.825
		Annual	75,985.650	78,639.405	81,299.205	84,069.830	86,784.035	89,594.960	91,386.295		93,213.900
Nurse II (20 Year Scale) <sup>(3)</sup>	2015	Hourly	38.465	39.808	41.155	42.558	43.929	45.353	46.260		
		Monthly	6,458.915	6,684.427	6,910.610	7,146.198	7,376.411	7,615.525	7,767.825		
		Annual	77,506.975	80,213.120	82,927.325	85,754.370	88,516.935	91,386.295	93,213.900		
LPN - CRN	2015	Hourly	38.427	39.746	41.095	42.455	43.752	45.130	46.278	47.203	48.147
		Monthly	6,452.534	6,674.016	6,900.535	7,128.902	7,346.690	7,578.079	7,770.848	7,926.170	8,084.684
		Annual	77,430.405	80,088.190	82,806.425	85,546.825	88,160.280	90,936.950	93,250.170	95,114.045	97,016.205
LPN - CRN (20 Year Scale)	2015	Hourly	39.196	40.541	41.917	43.304	44.627	46.033	47.204	48.147	
		Monthly	6,581.662	6,807.510	7,038.563	7,271.463	7,493.617	7,729.708	7,926.338	8,084.684	
		Annual	78,979.940	81,690.115	84,462.755	87,257.560	89,923.405	92,756.495	95,116.060	97,016.205	
Nurse III <sup>(4)</sup>	2015	Hourly	39.144	40.464	41.843	43.187	44.435	45.796	47.202	48.146	49.109
		Monthly	6,572.930	6,794.580	7,026.137	7,251.817	7,461.377	7,689.912	7,926.003	8,084.523	8,246.220
		Annual	78,875.160	81,534.960	84,313.645	87,021.805	89,536.525	92,278.940	95,112.030	97,014.271	98,954.635
Nurse III (20 Year Scale) <sup>(4)</sup>	2015	Hourly	39.926	41.273	42.679	44.051	45.324	46.713	48.146	49.109	
		Monthly	6,704.241	6,930.425	7,166.515	7,396.897	7,610.655	7,843.891	8,084.516	8,246.220	
		Annual	80,450.890	83,165.095	85,998.185	88,762.765	91,327.860	94,126.695	97,014.190	98,954.635	
Nurse IV <sup>(5)</sup>	2015	Hourly	40.488	41.986	43.488	45.124	46.999	48.817	50.803	52.871	53.928
		Monthly	6,798.610	7,050.149	7,302.360	7,577.072	7,891.915	8,197.188	8,530.670	8,877.922	9,055.410
		Annual	81,583.320	84,601.790	87,628.320	90,924.860	94,702.985	98,366.255	102,368.045	106,535.065	108,664.920
Nurse IV (20 Year Scale) <sup>(5)</sup>	2015	Hourly	41.297	42.826	44.356	46.026	47.939	49.794	51.818	53.928	
		Monthly	6,934.455	7,191.199	7,448.112	7,728.533	8,049.757	8,361.243	8,701.106	9,055.410	
		Annual	83,213.455	86,294.390	89,377.340	92,742.390	96,597.085	100,334.910	104,413.270	108,664.920	
Nurse V	2015	Hourly	42.738	44.374	46.249	48.067	50.053	51.999	54.026		55.106
		Monthly	7,176.423	7,451.134	7,765.978	8,071.250	8,404.733	8,731.499	9,071.866		9,253.216
		Annual	86,117.070	89,413.610	93,191.735	96,855.005	100,856.795	104,777.985	108,862.390		111,038.590
Nurse V (20 Year Scale)	2015	Hourly	43.592	45.262	47.174	49.030	51.054	53.038	55.106		
		Monthly	7,319.823	7,600.244	7,921.301	8,232.954	8,572.818	8,905.964	9,253.216		
		Annual	87,837.880	91,202.930	95,055.610	98,795.450	102,873.810	106,871.570	111,038.590		

Nurse Classification <sup>(1)</sup>	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Nurse Practitioner	2015	Hourly	48.707	52.281	54.432	56.578	58.896			60.073
		Monthly	8,178.717	8,778.851	9,140.040	9,500.389	9,889.620			10,087.258
		Annual	98,144.605	105,346.215	109,680.480	114,004.670	118,675.440			121,047.095
Nurse Practitioner (20 Year Scale)	2015	Hourly	49.680	53.325	55.519	57.709	60.073			
		Monthly	8,342.100	8,954.156	9,322.565	9,690.303	10,087.258			
		Annual	100,105.200	107,449.875	111,870.785	116,283.635	121,047.095			
Weekend Worker - Licensed Practical Nurse <sup>(2)</sup>	2015	Hourly	33.198	34.284	35.356	36.659	37.855	39.188	40.584	41.800
		Monthly	5,574.498	5,756.855	5,936.862	6,155.657	6,356.485	6,580.318	6,814.730	7,018.917
		Annual	66,893.970	69,082.260	71,242.340	73,867.885	76,277.825	78,963.820	81,776.760	84,227.000
Weekend Worker - Nurse II <sup>(3)</sup>	2015	Hourly	43.368	44.881	46.399	47.981	49.528	51.133	52.156	53.199
		Monthly	7,282.210	7,536.268	7,791.165	8,056.810	8,316.577	8,586.083	8,757.862	8,932.999
		Annual	87,386.520	90,435.215	93,493.985	96,681.715	99,798.920	103,032.995	105,094.340	107,195.985
Weekend Worker - Nurse II (20 Year Scale) <sup>(3)</sup>	2015	Hourly	44.236	45.778	47.328	48.942	50.519	52.155	53.199	
		Monthly	7,427.962	7,686.889	7,947.160	8,218.178	8,482.982	8,757.694	8,932.999	
		Annual	89,135.540	92,242.670	95,365.920	98,618.130	101,795.785	105,092.325	107,195.985	
Weekend Worker - LPN - CRN	2015	Hourly	44.192	45.708	47.259	48.823	50.315	51.900	53.220	54.284
		Monthly	7,420.573	7,675.135	7,935.574	8,198.195	8,448.727	8,714.875	8,936.525	9,115.188
		Annual	89,046.880	92,101.620	95,226.885	98,378.345	101,384.725	104,578.500	107,238.300	109,382.260
Weekend Worker - LPN - CRN (20 Year Scale)	2015	Hourly	45.076	46.622	48.204	49.799	51.321	52.938	54.284	55.370
		Monthly	7,569.012	7,828.611	8,094.255	8,362.082	8,617.651	8,889.173	9,115.188	9,297.546
		Annual	90,828.140	93,943.330	97,131.060	100,344.985	103,411.815	106,670.070	109,382.260	111,570.550
Weekend Worker - Nurse III <sup>(4)</sup>	2015	Hourly	45.016	46.535	48.119	49.665	51.101	52.667	54.283	55.368
		Monthly	7,558.937	7,814.002	8,079.982	8,339.581	8,580.710	8,843.667	9,115.020	9,297.210
		Annual	90,707.240	93,768.025	96,959.785	100,074.975	102,968.515	106,124.005	109,380.245	111,566.520
Weekend Worker - Nurse III (20 Year Scale) <sup>(4)</sup>	2015	Hourly	45.916	47.464	49.081	50.659	52.123	53.719	55.369	56.475
		Monthly	7,710.062	7,969.997	8,241.518	8,506.490	8,752.320	9,020.315	9,297.378	9,483.094
		Annual	92,520.740	95,639.960	98,898.215	102,077.885	105,027.845	108,243.785	111,568.535	113,797.125
Weekend Worker - Nurse IV <sup>(5)</sup>	2015	Hourly	46.559	48.284	50.010	51.891	54.049	56.140	58.423	60.801
		Monthly	7,818.032	8,107.688	8,397.513	8,713.364	9,075.728	9,426.842	9,810.195	10,209.501
		Annual	93,816.385	97,292.260	100,770.150	104,560.365	108,908.735	113,122.100	117,722.345	122,514.015
Weekend Worker - Nurse IV (20 Year Scale) <sup>(5)</sup>	2015	Hourly	47.492	49.250	51.010	52.931	55.129	57.262	59.592	62.016
		Monthly	7,974.698	8,269.896	8,565.429	8,887.997	9,257.078	9,615.244	10,006.490	10,413.520
		Annual	95,696.380	99,238.750	102,785.150	106,655.965	111,084.935	115,382.930	120,077.880	124,962.240
Weekend Worker - Nurse V	2015	Hourly	49.148	51.030	53.186	55.278	57.562	59.798	62.128	63.371
		Monthly	8,252.768	8,568.788	8,930.816	9,282.098	9,665.619	10,041.081	10,432.327	10,641.047
		Annual	99,033.220	102,825.450	107,169.790	111,385.170	115,987.430	120,492.970	125,187.920	127,692.565
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	50.131	52.051	54.249	56.384	58.713	60.993	63.371	
		Monthly	8,417.830	8,740.230	9,109.311	9,467.813	9,858.891	10,241.741	10,641.047	
		Annual	101,013.965	104,882.765	109,311.735	113,613.760	118,306.695	122,900.895	127,692.565	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

<sup>2</sup> New 'Year 7' Step-on-Scale for Licensed Practical Nurse Effective April 1, 2021

<sup>3</sup> New 'Year 6' Step-on-Scale for Nurse II Effective April 1, 2021

<sup>4</sup> New 'Year 7' Step-on-Scale for Nurse III Effective April 1, 2021

<sup>5</sup> Nurse IV Standardized to 'Year 7' Step-on-Scale Effective April 1, 2021



A1. Effective April 1, 2022

- Monthly salaries include a 2.0% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Licensed Practical Nurse	2015	Hourly	29.444	30.409	31.360	32.517	33.574	34.760	35.995	37.075	37.817
		Monthly	4,944.138	5,106.178	5,265.867	5,460.146	5,637.634	5,836.783	6,044.160	6,225.510	6,350.105
		Annual	59,329.660	61,274.135	63,190.400	65,521.755	67,651.610	70,041.400	72,529.925	74,706.125	76,201.255
Undergraduate Nursing Employee	2015	Hourly	29.444								
		Monthly	4,944.138								
		Annual	59,329.660								
Nurse II <sup>(2)</sup>	2015	Hourly	38.464	39.808	41.154	42.556	43.930	45.353	46.260	47.185	48.129
		Monthly	6,458.747	6,684.427	6,910.443	7,145.862	7,376.579	7,615.525	7,767.825	7,923.148	8,081.661
		Annual	77,504.960	80,213.120	82,925.310	85,750.340	88,518.950	91,386.295	93,213.900	95,077.775	96,979.935
Nurse II (20 Year Scale) <sup>(2)</sup>	2015	Hourly	39.234	40.604	41.978	43.409	44.808	46.260	47.185	48.129	
		Monthly	6,588.043	6,818.088	7,048.806	7,289.095	7,524.010	7,767.825	7,923.148	8,081.661	
		Annual	79,056.510	81,817.060	84,585.670	87,469.135	90,288.120	93,213.900	95,077.775	96,979.935	
LPN - CRN	2015	Hourly	39.196	40.541	41.917	43.304	44.627	46.033	47.204	48.147	49.110
		Monthly	6,581.662	6,807.510	7,038.563	7,271.463	7,493.617	7,729.708	7,926.338	8,084.684	8,246.388
		Annual	78,979.940	81,690.115	84,462.755	87,257.560	89,923.405	92,756.495	95,116.060	97,016.205	98,956.650
LPN - CRN (20 Year Scale)	2015	Hourly	39.980	41.352	42.755	44.170	45.520	46.954	48.148	49.110	
		Monthly	6,713.308	6,943.690	7,179.277	7,416.879	7,643.567	7,884.359	8,084.852	8,246.388	
		Annual	80,559.700	83,324.280	86,151.325	89,002.550	91,722.800	94,612.310	97,018.220	98,956.650	
Nurse III	2015	Hourly	39.927	41.273	42.680	44.051	45.324	46.712	48.146	49.109	50.091
		Monthly	6,704.409	6,930.425	7,166.683	7,396.897	7,610.655	7,843.723	8,084.516	8,246.220	8,411.114
		Annual	80,452.905	83,165.095	86,000.200	88,762.765	91,327.860	94,124.680	97,014.190	98,954.635	100,933.365
Nurse III (20 Year Scale)	2015	Hourly	40.725	42.098	43.533	44.932	46.230	47.647	49.109	50.091	
		Monthly	6,838.406	7,068.956	7,309.916	7,544.832	7,762.788	8,000.725	8,246.220	8,411.114	
		Annual	82,060.875	84,827.470	87,718.995	90,537.980	93,153.450	96,008.705	98,954.635	100,933.365	
Nurse IV	2015	Hourly	41.298	42.826	44.358	46.026	47.939	49.793	51.819	53.928	55.007
		Monthly	6,934.623	7,191.199	7,448.448	7,728.533	8,049.757	8,361.075	8,701.274	9,055.410	9,236.592
		Annual	83,215.470	86,294.390	89,381.370	92,742.390	96,597.085	100,332.895	104,415.285	108,664.920	110,839.105
Nurse IV (20 Year Scale)	2015	Hourly	42.123	43.683	45.243	46.947	48.898	50.790	52.854	55.007	
		Monthly	7,073.154	7,335.104	7,597.054	7,883.184	8,210.789	8,528.488	8,875.068	9,236.592	
		Annual	84,877.845	88,021.245	91,164.645	94,598.205	98,529.470	102,341.850	106,500.810	110,839.105	
Nurse V	2015	Hourly	43.593	45.261	47.174	49.028	51.054	53.039	55.107		56.208
		Monthly	7,319.991	7,600.076	7,921.301	8,232.618	8,572.818	8,906.132	9,253.384		9,438.260
		Annual	87,839.895	91,200.915	95,055.610	98,791.420	102,873.810	106,873.585	111,040.605		113,259.120
Nurse V (20 Year Scale)	2015	Hourly	44.464	46.167	48.117	50.011	52.075	54.099	56.208		
		Monthly	7,466.247	7,752.209	8,079.646	8,397.680	8,744.260	9,084.124	9,438.260		
		Annual	89,594.960	93,026.505	96,955.755	100,772.165	104,931.125	109,009.485	113,259.120		

Nurse Classification <sup>(1)</sup>		Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Nurse Practitioner	2015	Hourly	49.681	53.327	55.521	57.710	60.074				61.274
		Monthly	8,342.268	8,954.492	9,322.901	9,690.471	10,087.426				10,288.926
		Annual	100,107.215	107,453.905	111,874.815	116,285.650	121,049.110				123,467.110
Nurse Practitioner (20 Year Scale)	2015	Hourly	50.674	54.392	56.629	58.863	61.274				
		Monthly	8,509.009	9,133.323	9,508.953	9,884.079	10,288.926				
		Annual	102,108.110	109,599.880	114,107.435	118,608.945	123,467.110				
Weekend Worker - Licensed Practical Nurse	2015	Hourly	33.862	34.970	36.063	37.392	38.612	39.972	41.396	42.636	43.489
		Monthly	5,685.994	5,872.046	6,055.579	6,278.740	6,483.598	6,711.965	6,951.078	7,159.295	7,302.528
		Annual	68,231.930	70,464.550	72,666.945	75,344.880	77,803.180	80,543.580	83,412.940	85,911.540	87,630.335
Weekend Worker - Nurse II <sup>(2)</sup>	2015	Hourly	44.235	45.779	47.327	48.941	50.519	52.156	53.199	54.263	55.348
		Monthly	7,427.794	7,687.057	7,946.992	8,218.010	8,482.982	8,757.862	8,932.999	9,111.662	9,293.852
		Annual	89,133.525	92,244.685	95,363.905	98,616.115	101,795.785	105,094.340	107,195.985	109,339.945	111,526.220
Weekend Worker - Nurse II (20 Year Scale) <sup>(2)</sup>	2015	Hourly	45.121	46.694	48.275	49.921	51.529	53.198	54.263	55.348	
		Monthly	7,576.568	7,840.701	8,106.177	8,382.568	8,652.578	8,932.831	9,111.662	9,293.852	
		Annual	90,918.815	94,088.410	97,274.125	100,590.815	103,830.935	107,193.970	109,339.945	111,526.220	
Weekend Worker - LPN - CRN	2015	Hourly	45.076	46.622	48.204	49.799	51.321	52.938	54.284	55.370	56.477
		Monthly	7,569.012	7,828.611	8,094.255	8,362.082	8,617.651	8,889.173	9,115.188	9,297.546	9,483.430
		Annual	90,828.140	93,943.330	97,131.060	100,344.985	103,411.815	106,670.070	109,382.260	111,570.550	113,801.155
Weekend Worker - LPN - CRN (20 Year Scale)	2015	Hourly	45.978	47.554	49.168	50.795	52.347	53.997	55.370	56.477	
		Monthly	7,720.473	7,985.109	8,256.127	8,529.327	8,789.934	9,066.996	9,297.546	9,483.430	
		Annual	92,645.670	95,821.310	99,073.520	102,351.925	105,479.205	108,803.955	111,570.550	113,801.155	
Weekend Worker - Nurse III	2015	Hourly	45.916	47.466	49.081	50.658	52.123	53.720	55.369	56.475	57.605
		Monthly	7,710.062	7,970.333	8,241.518	8,506.323	8,752.320	9,020.483	9,297.378	9,483.094	9,672.840
		Annual	92,520.740	95,643.990	98,898.215	102,075.870	105,027.845	108,245.800	111,568.535	113,797.125	116,074.075
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	46.834	48.413	50.063	51.672	53.165	54.793	56.476	57.605	
		Monthly	7,864.209	8,129.350	8,406.412	8,676.590	8,927.290	9,200.658	9,483.262	9,672.840	
		Annual	94,370.510	97,552.195	100,876.945	104,119.080	107,127.475	110,407.895	113,799.140	116,074.075	
Weekend Worker - Nurse IV	2015	Hourly	47.490	49.250	51.010	52.929	55.130	57.263	59.591	62.017	63.256
		Monthly	7,974.363	8,269.896	8,565.429	8,887.661	9,257.246	9,615.412	10,006.322	10,413.688	10,621.737
		Annual	95,692.350	99,238.750	102,785.150	106,651.935	111,086.950	115,384.945	120,075.865	124,964.255	127,460.840
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	48.442	50.235	52.030	53.990	56.232	58.407	60.784	63.256	
		Monthly	8,134.219	8,435.294	8,736.704	9,065.821	9,442.290	9,807.509	10,206.647	10,621.737	
		Annual	97,610.630	101,223.525	104,840.450	108,789.850	113,307.480	117,690.105	122,479.760	127,460.840	
Weekend Worker - Nurse V	2015	Hourly	50.131	52.051	54.250	56.384	58.713	60.994	63.371		64.638
		Monthly	8,417.830	8,740.230	9,109.479	9,467.813	9,858.891	10,241.909	10,641.047		10,853.798
		Annual	101,013.965	104,882.765	109,313.750	113,613.760	118,306.695	122,902.910	127,692.565		130,245.570
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	51.134	53.092	55.334	57.512	59.887	62.213	64.638		
		Monthly	8,586.251	8,915.032	9,291.501	9,657.223	10,056.025	10,446.600	10,853.798		
		Annual	103,035.010	106,980.380	111,498.010	115,886.680	120,672.305	125,359.195	130,245.570		

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.<sup>2</sup> New "Year 7" Step-on-Scale for Nurse II Effective April 1, 2022

## A1. Effective April 1, 2023

- Monthly salaries include a 2.0% increase

Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.

Nurse Classification <sup>(1)</sup>	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Licensed Practical Nurse	2015	Hourly	30.033	31.017	31.987	33.167	34.245	35.455	36.715	37.817	38.573
		Monthly	5,043.041	5,208.271	5,371.150	5,569.292	5,750.306	5,953.485	6,165.060	6,350.105	6,477.050
		Annual	60,516.495	62,499.255	64,453.805	66,831.505	69,003.675	71,441.825	73,980.725	76,201.255	77,724.595
Undergraduate Nursing Employee	2015	Hourly	30.033								
		Monthly	5,043.041								
		Annual	60,516.495								
Nurse II	2015	Hourly	39.233	40.604	41.977	43.407	44.809	46.260	47.185	48.129	49.092
		Monthly	6,587.875	6,818.088	7,048.638	7,288.759	7,524.178	7,767.825	7,923.148	8,081.661	8,243.365
		Annual	79,054.495	81,817.060	84,583.655	87,465.105	90,290.135	93,213.900	95,077.775	96,979.935	98,920.380
Nurse II (20 Year Scale)	2015	Hourly	40.019	41.416	42.818	44.277	45.704	47.185	48.129	49.092	
		Monthly	6,719.857	6,954.437	7,189.856	7,434.846	7,674.463	7,923.148	8,081.661	8,243.365	
		Annual	80,638.285	83,453.240	86,278.270	89,218.155	92,093.560	95,077.775	96,979.935	98,920.380	
LPN - CRN	2015	Hourly	39.980	41.352	42.755	44.170	45.520	46.954	48.148	49.110	50.092
		Monthly	6,713.308	6,943.690	7,179.277	7,416.879	7,643.567	7,884.359	8,084.852	8,246.388	8,411.282
		Annual	80,559.700	83,324.280	86,151.325	89,002.550	91,722.800	94,612.310	97,018.220	98,956.650	100,935.380
LPN - CRN (20 Year Scale)	2015	Hourly	40.780	42.179	43.610	45.053	46.430	47.893	49.111	50.092	
		Monthly	6,847.642	7,082.557	7,322.846	7,565.150	7,796.371	8,042.033	8,246.555	8,411.282	
		Annual	82,171.700	84,990.685	87,874.150	90,781.795	93,556.450	96,504.395	98,958.665	100,935.380	
Nurse III	2015	Hourly	40.726	42.098	43.534	44.932	46.230	47.646	49.109	50.091	51.093
		Monthly	6,838.574	7,068.956	7,310.084	7,544.832	7,762.788	8,000.558	8,246.220	8,411.114	8,579.366
		Annual	82,062.890	84,827.470	87,721.010	90,537.980	93,153.450	96,006.690	98,954.635	100,933.365	102,952.395
Nurse III (20 Year Scale)	2015	Hourly	41.540	42.940	44.404	45.831	47.155	48.600	50.091	51.093	
		Monthly	6,975.258	7,210.342	7,456.172	7,695.789	7,918.110	8,160.750	8,411.114	8,579.366	
		Annual	83,703.100	86,524.100	89,474.060	92,349.465	95,017.325	97,929.000	100,933.365	102,952.395	
Nurse IV	2015	Hourly	42.124	43.683	45.245	46.947	48.898	50.789	52.855	55.007	56.107
		Monthly	7,073.322	7,335.104	7,597.390	7,883.184	8,210.789	8,528.320	8,875.235	9,236.592	9,421.300
		Annual	84,879.860	88,021.245	91,168.675	94,598.205	98,529.470	102,339.835	106,502.825	110,839.105	113,055.605
Nurse IV (20 Year Scale)	2015	Hourly	42.965	44.557	46.148	47.886	49.876	51.806	53.911	56.107	
		Monthly	7,214.540	7,481.863	7,749.018	8,040.858	8,375.012	8,699.091	9,052.555	9,421.300	
		Annual	86,574.475	89,782.355	92,988.220	96,490.290	100,500.140	104,389.090	108,630.665	113,055.605	
Nurse V	2015	Hourly	44.465	46.166	48.117	50.009	52.075	54.100	56.209		57.332
		Monthly	7,466.415	7,752.041	8,079.646	8,397.345	8,744.260	9,084.292	9,438.428		9,626.998
		Annual	89,596.975	93,024.490	96,955.755	100,768.135	104,931.125	109,011.500	113,261.135		115,523.980
Nurse V (20 Year Scale)	2015	Hourly	45.353	47.090	49.079	51.011	53.117	55.181	57.332		
		Monthly	7,615.525	7,907.196	8,241.182	8,565.597	8,919.230	9,265.810	9,626.998		
		Annual	91,386.295	94,886.350	98,894.185	102,787.165	107,030.755	111,189.715	115,523.980		



Nurse Classification <sup>(1)</sup>	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year
Nurse Practitioner	2015	Hourly	50.675	54.394	56.631	58.864	61.275			62.499
		Monthly	8,509.177	9,133.659	9,509.289	9,884.247	10,289.094			10,494.624
		Annual	102,110.125	109,603.910	114,111.465	118,610.960	123,469.125			125,935.485
Nurse Practitioner (20 Year Scale)	2015	Hourly	51.687	55.480	57.762	60.040	62.499			
		Monthly	8,679.109	9,316.017	9,699.203	10,081.717	10,494.624			
		Annual	104,149.305	111,792.200	116,390.430	120,980.600	125,935.485			
Weekend Worker - Licensed Practical Nurse	2015	Hourly	34.539	35.669	36.784	38.140	39.384	40.771	42.224	43.489
		Monthly	5,799.674	5,989.420	6,176.647	6,404.342	6,613.230	6,846.130	7,090.113	7,302.528
		Annual	69,596.085	71,873.035	74,119.760	76,852.100	79,358.760	82,153.565	85,081.360	87,630.335
Weekend Worker - Nurse II	2015	Hourly	45.120	46.695	48.274	49.920	51.529	53.199	54.263	55.348
		Monthly	7,576.400	7,840.869	8,106.009	8,382.400	8,652.578	8,932.999	9,111.662	9,293.852
		Annual	90,916.800	94,090.425	97,272.110	100,588.800	103,830.935	107,195.985	109,339.945	111,526.220
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	46.023	47.628	49.241	50.919	52.560	54.262	55.348	56.455
		Monthly	7,728.029	7,997.535	8,268.385	8,550.149	8,825.700	9,111.494	9,293.852	9,479.735
		Annual	92,736.345	95,970.420	99,220.615	102,601.785	105,908.400	109,337.930	111,526.220	113,756.825
Weekend Worker - LPN - CRN	2015	Hourly	45.978	47.554	49.168	50.795	52.347	53.997	55.370	56.477
		Monthly	7,720.473	7,985.109	8,256.127	8,529.327	8,789.934	9,066.996	9,297.546	9,483.430
		Annual	92,645.670	95,821.310	99,073.520	102,351.925	105,479.205	108,803.955	111,570.550	113,801.155
Weekend Worker - LPN - CRN (20 Year Scale)	2015	Hourly	46.898	48.505	50.151	51.811	53.394	55.077	56.477	57.607
		Monthly	7,874.956	8,144.798	8,421.189	8,699.930	8,965.743	9,248.346	9,483.430	9,673.175
		Annual	94,499.470	97,737.575	101,054.265	104,399.165	107,588.910	110,980.155	113,801.155	116,078.105
Weekend Worker - Nurse III	2015	Hourly	46.834	48.415	50.063	51.671	53.165	54.794	56.476	57.605
		Monthly	7,864.209	8,129.685	8,406.412	8,676.422	8,927.290	9,200.826	9,483.262	9,672.840
		Annual	94,370.510	97,556.225	100,876.945	104,117.065	107,127.475	110,409.910	113,799.140	116,074.075
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	47.771	49.381	51.064	52.705	54.228	55.889	57.606	58.757
		Monthly	8,021.547	8,291.893	8,574.497	8,850.048	9,105.785	9,384.695	9,673.008	9,866.280
		Annual	96,258.565	99,502.715	102,893.960	106,200.575	109,269.420	112,616.335	116,076.090	118,395.355
Weekend Worker - Nurse IV	2015	Hourly	48.440	50.235	52.030	53.988	56.233	58.408	60.783	63.257
		Monthly	8,133.883	8,435.294	8,736.704	9,065.485	9,442.458	9,807.677	10,206.479	10,621.905
		Annual	97,606.600	101,223.525	104,840.450	108,785.820	113,309.495	117,692.120	122,477.745	127,462.855
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	49.411	51.240	53.071	55.070	57.357	59.575	62.000	64.521
		Monthly	8,296.930	8,604.050	8,911.505	9,247.171	9,631.196	10,003.635	10,410.833	10,834.151
		Annual	99,563.165	103,248.600	106,938.065	110,966.050	115,574.355	120,043.625	124,930.000	130,009.815
Weekend Worker - Nurse V	2015	Hourly	51.134	53.092	55.335	57.512	59.887	62.214	64.638	65.931
		Monthly	8,586.251	8,915.032	9,291.669	9,657.223	10,056.025	10,446.768	10,853.798	11,070.914
		Annual	103,035.010	106,980.380	111,500.025	115,886.680	120,672.305	125,361.210	130,245.570	132,850.965
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	52.157	54.154	56.441	58.662	61.085	63.457	65.931	
		Monthly	8,758.030	9,093.359	9,477.385	9,850.328	10,257.190	10,655.488	11,070.914	
		Annual	105,096.355	109,120.310	113,728.615	118,203.930	123,086.275	127,865.855	132,850.965	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.



## 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)

- (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)

- (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)

- (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

C.1 Occupational Classifications are as follows:

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

**Licensed Practical Nurse-Clinical Resource Nurse** – A Licensed Practical Nurse entitled to practice under the Licensed Practical Nurses Act of Manitoba and who is employed in a LPN-CRN position.

**Applicable @ former Interlake RHA:**

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

**Applicable for Community Health Nurses:**

**Nurse II:** Immunization Nurse/Immunization Clinic Planner

**Applicable for Home Care Nurses:**

**Nurse II** -- A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position, Home Care position or its equivalent.

- (b) **Nurse III:** A nurse who is permanently assigned responsibility for the nursing activities of a small group of nursing staff on a unit or ward and who may replace a Nurse IV in their absence; may include Diabetes nurse, Assistant In-Service Educator, or a general duty RN who has intermittent responsibility for in-service education; or a Liaison Nurse (CS).
- (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).

**Applicable for Community Health Nurses:**

**Nurse IV** -- A nurse who is permanently assigned responsibility for the nursing activities and staff on a unit or ward on a twenty-four (24) hour basis; a nurse responsible for supervision of the clinical experience of student nurses (Clinical Instructor); or a nurse responsible for inservice education instruction (Inservice Education Instructor) or a nurse responsible for Community Health Programs including Public Health, Diabetes Education Resource, and Home Care (as applicable). Infection Prevention and Control Co-ordinator. Primary Health Care Nurse.

- (d) **Nurse V:** A nurse who is responsible for the nursing activities and staff of more than one (1) nursing unit on a permanent basis.
- (e) **LPN:** A Licensed Practical Nurse is a person entitled to practice as a practical nurse under the Licensed Practical Nurse's Act of Manitoba.
- (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 @ former North Eastman RHA:**

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

**Applicable for Home Care Nurses:**

***Nurse II -- A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position, Home Care position or its equivalent.***

- (b) **Nurse III:** A nurse who is permanently assigned responsibility for the nursing activities of a small group of nursing staff on a unit or ward and who may replace a Nurse IV in their absence; (Clinical Resource Nurse) may include Diabetes nurse, Assistant In-Service Educator, or a general duty RN who has intermittent responsibility for in-service education.
- (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).

**Applicable for Community Health Nurses:**

***Nurse IV -- A nurse who is permanently assigned responsibility for the nursing activities and staff on a unit or ward on a twenty-four (24) hour basis; a nurse responsible for supervision of the clinical experience of student nurses (Clinical Instructor); or a nurse responsible for inservice education instruction (Inservice Education Instructor) or a nurse responsible for Community Health Programs including Public Health, Diabetes Education Resource, and Home Care (as applicable); Primary Health Care Nurse.***

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

- (e) **LPN:** A Licensed Practical Nurse is a person entitled to practice as a practical nurse under the Licensed Practical Nurse's Act of Manitoba.
- (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 @ Betel Gimli and Betel Selkirk:**

C.1 Occupational classifications are as follows:

- (a) **NURSE II** -- A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
- (b) **NURSE III** -- A nurse who is permanently assigned responsibility for the nursing activities of a small group of nursing staff on a unit or ward and who may replace a Nurse IV in their absence.
- (c) **L.P.N.** -- A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.
- (d) **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.

## 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 Centre
	Lac du Bonnet Personal Care Home
	Pinawa Hospital
	Home Care Program
	Mental Health Program (CSU, RAAM, Mental Health Liason Nurse)
	Primary Care Program
	Public Health Program
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-social DeSalaberry District Health Centre ( <i>St. Pierre-Jolys</i> )
	Clinique Notre Dame Clinic
	Douglas Campbell Lodge ( <i>Portage la Prairie</i> )
	Eastview Place ( <i>Altona</i> )
	Emerson Health Centre
	Foyer Notre Dame Inc.
	Gladstone Health Centre ( <i>Gladstone</i> )
	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
	Pembina-Manitou Health Centre
	Portage District General Hospital
	Red River Valley Lodge ( <i>Morris</i> )
	Repos Jolys ( <i>St. Pierre-Jolys</i> )
	Third Crossing Manor ( <i>Gladstone</i> )

	Vita & District Health Centre (Vita & District Health Centre and Vita & District Personal Care Home)
	Home Care Program
	Mental Health Program
	Primary Health Program
	Public 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
	Deer Lodge
	Grace Hospital
	Middlechurch Home of Winnipeg
	Pan Am Clinic
	River Park Gardens
	Victoria Hospital
	WRHA - Clinical Nurse Specialists ***
	WRHA - Home Care Program ***
	WRHA – Mental Health and Addictions Program ***
	WRHA - Nurse Practitioners ***
	WRHA - Primary Care Program ***
	WRHA - Public Health Program ***
	WRHA - Regional Programs *** <i>Cardiac Sciences</i> <i>Continuing Care ( Long Term Care)</i>



	<i>Critical Care</i> <i>Emergency</i> <i>Geriatrics – Rehab</i> <i>Heart Cath Lab</i> <i>Hip and Knee</i> <i>IP&amp;C</i> <i>OESH</i> <i>Sleep Lab</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><u>Bargaining Unit</u></b> <b>Shared Health Employers Organization</b>	
<b><u>Employer List</u></b>	<b><u>Site List</u></b>
Shared Health (SH) (Direct Operations)	Breast Health Centre
	Crisis Response Services
	Diagnostic Services
	Emergency Response Services
	Endoscopy - Central Intake
	Health Sciences Centre
	Manitoba Adolescent Treatment Centre
	Medical Assistance In Dying (MAiD)
	Mental Health and Addictions Program
	MB Home Nutrition
	MB Home Ostomy
	MB Renal Program
	Tick Borne Disease Collaborative Care
	Selkirk Mental Health Centre
	Shared Health Float Pool

CancerCare Manitoba *	CancerCare Manitoba
Eden Mental Health Centre *	Eden Mental Health Centre ( <i>Winkler</i> )
Rehabilitation Centre for Children *	Rehabilitation Centre for Children

\* Identifies non-transferred sites

<b><u>Bargaining Unit</u></b>	
<b>Prairie Mountain Health Region Employers Organization</b>	
<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
	Sherwood Personal Care Home ( <i>Virden</i> )
	Shoal Lake – Strathclair Health Centre
	Souris Health Centre
	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>Addiction Services</i> <i>Chemotherapy</i> <i>Infection Prevention and Control</i> <i>Nurse Practitioners</i> <i>Palliative Care</i> <i>Regional Clinical Education</i> <i>Wound Ostomy</i>
Dinsdale Personal Care Home *	Dinsdale Personal Care Home ( <i>Brandon</i> )
Ste. Rose Health Centre Inc. *	Dr. Gendreau Personal Care Home ( <i>Ste. Rose</i> )
	Ste. Rose Hospital
Winnipegosis Health Centre *	Winnipegosis Health Centre

\* 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)
	Addictions
	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

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
(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 overtime rates 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

*Effective March 30, 2019:*

	Effective	Effective	Effective	Effective
	March 30, 2019	March 28, 2020	March 27, 2021	March 26, 2022
<b>Berens River</b>				
Dependent	297.72	299.21	304.15	310.23
Single	170.69	171.54	174.37	177.86
<b>Bissett</b>				
Dependent	197.52	198.51	201.79	205.83
Single	116.77	117.35	119.29	121.68
<b>Bloodvein River</b>				
Dependent	302.17	303.68	308.69	314.86
Single	173.57	174.44	177.32	180.87

<b>Brochet</b>				
Dependent	355.63	357.41	363.31	370.58
Single	204.79	205.81	209.21	213.39
<b>Churchill</b>				
Dependent	287.51	288.95	293.72	299.59
Single	174.44	175.31	178.20	181.76
<b>Cormorant</b>				
Dependent	167.86	168.70	171.48	174.91
Single	107.04	107.58	109.36	111.55
<b>Cranberry Portage</b>				
Dependent	143.83	144.55	146.94	149.88
Single	90.62	91.07	92.57	94.42
<b>Crane River</b>				
Dependent	177.18	178.07	181.01	184.63
Single	128.74	129.38	131.51	134.14
<b>Cross Lake</b>				
Dependent	320.12	321.72	327.03	333.57
Single	185.06	185.99	189.06	192.84
<b>Dauphin River (Anama Bay)</b>				
Dependent	198.58	199.57	202.86	206.92
Single	140.92	141.62	143.96	146.84
<b>Easterville</b>				
Dependent	146.84	147.57	150.00	153.00
Single	92.71	93.17	94.71	96.60
<b>Flin Flon</b>				
Dependent	124.46	125.08	127.14	129.68
Single	77.43	77.82	79.10	80.68
<b>Gillam</b>				
Dependent	255.75	257.03	261.27	266.50
Single	154.74	155.51	158.08	161.24
<b>God's Lake Narrows</b>				
Dependent	352.75	354.51	360.36	367.57
Single	202.79	203.80	207.16	211.30
<b>God's River</b>				
Dependent	357.33	359.12	365.05	372.35
Single	205.91	206.94	210.35	214.56
<b>Grand Rapids</b>				
Dependent	142.76	143.47	145.84	148.76
Single	88.26	88.70	90.16	91.96

<b>Ilford</b>				
Dependent	382.10	384.01	390.35	398.16
Single	218.71	219.80	223.43	227.90
<b>Island Lake/Garden Hill</b>				
Dependent	328.64	330.28	335.73	342.44
Single	187.72	188.66	191.77	195.61
<b>Jen Peg</b>				
Dependent	233.40	234.57	238.44	243.21
Single	139.51	140.21	142.52	145.37
<b>Lac Brochet</b>				
Dependent	387.56	389.50	395.93	403.85
Single	222.34	223.45	227.14	231.68
<b>Leaf Rapids</b>				
Dependent	197.42	198.41	201.68	205.71
Single	122.54	123.15	125.18	127.68
<b>Little Grand Rapids</b>				
Dependent	316.73	318.31	323.56	330.03
Single	179.61	180.51	183.49	187.16
<b>Lynn Lake</b>				
Dependent	203.87	204.89	208.27	212.44
Single	123.42	124.04	126.09	128.61
<b>Manigotagan</b>				
Dependent	197.52	198.51	201.79	205.83
Single	116.77	117.35	119.29	121.68
<b>Matheson Island</b>				
Dependent	201.36	202.37	205.71	209.82
Single	142.78	143.49	145.86	148.78
<b>Moose Lake</b>				
Dependent	213.18	214.25	217.79	222.15
Single	131.81	132.47	134.66	137.35
<b>Negginan/Poplar Point</b>				
Dependent	302.71	304.22	309.24	315.42
Single	174.08	174.95	177.84	181.40
<b>Nelson House</b>				
Dependent	217.97	219.06	222.67	227.12
Single	133.10	133.77	135.98	138.70
<b>Norway House</b>				
Dependent	284.73	286.15	290.87	296.69
Single	162.82	163.63	166.33	169.66



<b>Oxford House</b>				
Dependent	346.02	347.75	353.49	360.56
Single	197.94	198.93	202.21	206.25
<b>Pikwitonie</b>				
Dependent	279.15	280.55	285.18	290.88
Single	167.21	168.05	170.82	174.24
<b>Pukatawagan</b>				
Dependent	230.04	231.19	235.00	239.70
Single	141.30	142.01	144.35	147.24
<b>Red Sucker Lake</b>				
Dependent	350.90	352.65	358.47	365.64
Single	201.29	202.30	205.64	209.75
<b>St. Therese Point</b>				
Dependent	328.64	330.28	335.73	342.44
Single	187.72	188.66	191.77	195.61
<b>Shamattawa</b>				
Dependent	375.55	377.43	383.66	391.33
Single	218.06	219.15	222.77	227.23
<b>Sherridon</b>				
Dependent	227.33	228.47	232.24	236.88
Single	139.44	140.14	142.45	145.30
<b>Snow Lake</b>				
Dependent	170.78	171.63	174.46	177.95
Single	106.17	106.70	108.46	110.63
<b>Southern Indian Lake</b>				
Dependent	361.74	363.55	369.55	376.94
Single	208.65	209.69	213.15	217.41
<b>Split Lake</b>				
Dependent	376.34	378.22	384.46	392.15
Single	214.82	215.89	219.45	223.84
<b>Tadoule Lake</b>				
Dependent	393.49	395.46	401.99	410.03
Single	226.50	227.63	231.39	236.02
<b>The Pas</b>				
Dependent	116.79	117.37	119.31	121.70
Single	71.39	71.75	72.93	74.39
<b>Thicket Portage</b>				
Dependent	278.55	279.94	284.56	290.25
Single	166.77	167.60	170.37	173.78

<b>Thompson</b>				
Dependent	185.95	186.88	189.96	193.76
Single	130.65	131.30	133.47	136.14
<b>Wabowden</b>				
Dependent	238.66	239.85	243.81	248.69
Single	162.86	163.67	166.37	169.70
<b>Waterhen</b>				
Dependent	147.46	148.20	150.65	153.66
Single	92.22	92.68	94.21	96.09
<b>York Landing</b>				
Dependent	379.61	381.51	387.80	395.56
Single	221.10	222.21	225.88	230.40

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  
INTERLAKE-EASTERN HEALTH REGION 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**

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 -- Not Applicable for Home Care Nurses**

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

1. The terms and conditions of the Collective Agreement shall apply to part-time nurses working shifts of less than seven and three-quarter (7.75) hours except as otherwise stated hereinafter.

2. The Employer shall notify the Union in writing of its intent to introduce a shift of less than seven and three-quarter (7.75) hours. This notice shall include reasons for the introduction of this shift. The Employer and the Union shall meet within fourteen (14) days to discuss the introduction of the shift and the feasibility of available alternatives to same. If there are no mutually acceptable alternatives, then the following shall apply.
3. 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 Article 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/site nurses in accordance with the provisions of the Collective Agreement. Only when nurses at the facility/site are not available, will the facility/site 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/site 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**

- (a) Part-time nurses shall be eligible to apply for and occupy more than one (1) part-time position within the sites comprising the Employer. Where it is determined that it is not feasible for the nurse to work in more than one (1) position, the nurse will have the option of assuming the position applied for and relinquishing their former position.
- (b) The terms and conditions of employment shall be as provided in the MNU Collective Agreement, except that Article 1504 (d) and 3404 shall have separate application for each position held.
- (c) At no time shall the sum of the positions occupied exceed the equivalent of one (1.0) EFT. However, it is agreed that daily hours within the two positions may be scheduled, to a maximum of twelve (12) hours in any one day, at the nurse's regular rate of pay, with mutual agreement between the Employer, the nurse and the Union. Notwithstanding the above, it is understood that a nurse who works more than the equivalent of full-time hours in the rotation pattern shall be compensated for the excess hours in accordance with Article 16.
- (d) Where the sum of the positions occupied equal one (1.0) EFT, the status of the nurse will continue to be part-time, (i.e. status will not be converted to full-time), and the provisions of Article 34 will apply based on the total of all active positions occupied, unless specified in this article.
- (e) All salary based benefits, i.e. Group Life, Pension, D & R, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- (f) All accrued benefits, i.e. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- (g) Requests for scheduling of vacation shall be submitted to each unit/program/site designate. Said requests will be considered} independently, and shall be granted in accordance with the provisions of Article 2109, based on the nurse's seniority within the Employer.
- (h) Requests for unpaid or paid leaves of absence shall be submitted to each unit/program/site designate, and shall be considered independently and

granted in accordance with the appropriate provisions of the Collective Agreement.

- (i) Nurses taking on an additional position, which represents a promotion, will be subject to a trial period in accordance with Article 2803. If unsuccessful in the trial period, the nurse shall retain their previously held position(s).
- (j) Where an approved arrangement is later found to be unworkable, the affected nurse may be required to relinquish one of the positions occupied.

### **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.

#### **The following shall only apply to Nurse Practitioners working in Community Health/Public Health:**

##### **5. Effective April 1, 2022:**

Seventy-seven and one half (77.50) hours shall constitute a bi-weekly pay period of work (2015 hours per annum). The Nurse Practitioner may vary hours worked in order to effectively carry out the accountabilities and responsibilities of the position provided the Nurse Practitioner first obtains the pre-approval, in writing, from their immediate supervisor or designate.

6. For the Nurse Practitioner (Community Health) Articles 16, 17 and 18 apply effective April 1, 2022.
7. Community nursing position(s) are subject to the provisions in the Collective Agreement applicable to community nurses. The position shall have a base of operations as identified by the Employer. A Nurse Practitioner may be required to provide services in other regional locations on a temporary or assigned basis. The nurse shall be entitled to reimbursement for travel expenses as set out in the Collective Agreement.

**The following shall only apply to Nurse Practitioners working in Acute Care/Long Term Care:**

8. Seventy-seven and one half (77.50) hours shall constitute a bi-weekly pay period of work (2015 hours per annum). The Nurse Practitioner may vary hours worked in order to effectively carry out the accountabilities and responsibilities of the position Articles 16, 17 and 18 shall apply.
9. The salary scale for the Nurse Practitioner shall be as set out in APPENDIX "A" – SALARIES.

**13A. Re: Provisions for Nurse Practitioners Prior to April 1, 2022**

The following shall be in effect for Nurse Practitioners up until March 31, 2022:

**Applicable @ Community Health/Public Health**

1. The salary scale for the Nurse Practitioner (Community Health) shall be as set out in APPENDIX "A" – SALARIES.-Articles 16, 17 and 18 shall not apply.
2. Seventy-two and one half (72.50) hours shall constitute a bi-weekly pay period of work (1885 hours per annum). The Nurse Practitioner may vary hours worked in order to effectively carry out the accountabilities and responsibilities of the position provided the Nurse Practitioner first obtains the pre-approval, in writing, from their immediate supervisor or designate.

For clarity a Nurse Practitioner while occupying a position where Articles 16, 17 and 18 do not currently apply, is not entitled to receive the entitlements in accordance with those articles until April 1, 2022.

## **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. 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 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.

- (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.

- (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.

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 11.63 ("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 shift 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) seven and three-quarter (7.75) hour 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 shift = 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/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) seven and three-quarter (7.75) hour 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.

## **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/worksites/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/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 Worksite President informing them that the unit/worksites/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.

- 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 shift 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/worksite/program.



Overtime for part-time nurses shall be authorized time worked in excess of a scheduled 9.69 ("10") hour shift 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) seven and three-quarter (7.75) hour 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.

#### **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/worksites/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/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 Worksite President informing them that the unit/worksites/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 hour 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 hour 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 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.
- (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.

- (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.

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 11.63 ("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 shift = 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/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) seven and three-quarter (7.75) hour shifts (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. The shift length of vacant positions will not be altered without mutual agreement between the Union and the Employer.
17. 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 June 1, 2023).
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 June 1, 2022 and completed no later than June 1, 2023. 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 June 1, 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 (11<sup>th</sup>) 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 twenty-two (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.
4. 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 2407.
  - c. 3510 (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 Article 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 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 fifteen (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) (Not Applicable @ Community Health and Home Care Nurses)**

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:
  - (i) 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 (worksite).*

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.

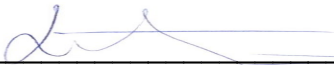
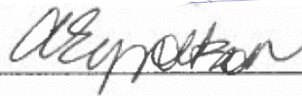
**MEMORANDA OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

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. Re: Provisions for Nurse Practitioners Prior to April 1, 2022
  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

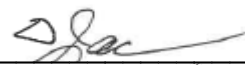

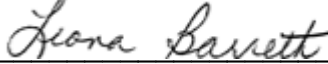


- 36. Re: Undergraduate Nursing Employee (UNE)
- 37. Re: Involuntary Reassignments in Event of Foreseen Staffing Shortages
- 38. Re: Vacancy Information Provided to Patient Care Optimization Committee
- 39. Re: Reference to Standardization Committee During Term of Agreement
- 40. Re: French Language
- 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

FOR THE EMPLOYER:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Signed the 21<sup>st</sup> day of March, 2023.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Job Sharing**

***[Applicable for Betel Home (Gimli), Former Interlake RHA, and Former North East Man RHA]***

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, they 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:

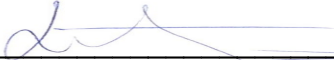

"This full-time position is currently being filled by two (2) nurses working permanent part-time. The remaining nurse wishes to continue working their half of the rotation and they will be allowed to do so if another nurse is willing to work the other half of the rotation. If you wish to apply for the 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.

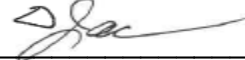

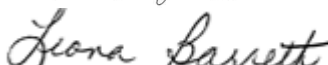
6. If the management decision is to no longer allow this position to remain as a shared position, or if no nurse is willing to share the rotation with the remaining nurse, the posted position will be offered to the remaining nurse as full-time and will be granted to them if they wish to change from part-time 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:

  
  
  
\_\_\_\_\_

Signed the 21<sup>st</sup> day of March, 2023.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**


**Re: Relief Work at Berens River Renal Health Centre**

Full time, part-time and casual nurses who are employed by the Employer at a site other than the Berens River Renal Health Centre and who work additional available shifts at the Berens River Renal Health Centre shall be entitled to the following:




- Accommodation will be provided (if requested by the nurse)
- Mileage expenses including return airfare to Berens River when residing within the RHA
- Mileage expenses including return airfare to Berens River when residing outside the RHA
- Meal expenses in accordance with RHA policy
- Paid travel time between the home site and Berens River

It is understood that part-time nurses are given preference for the additional available shifts in accordance with Article 3402. Once the provisions of Article 3402 are exhausted, casual nurses in the site shall be given preference. It is understood that site nurses are given preference for overtime shifts before these overtime shifts are offered to nurses from other sites.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Signed the 21<sup>st</sup> day of March, 2023.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

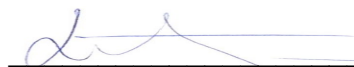
**Applicable for Berens River Renal Health Centre**

**Re: Northern Residents Deductions: Travel In Designated Areas (As Defined By Canada Revenue Agency) - Also applicable for Home Care Nurses**



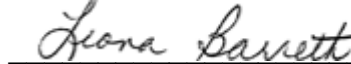
The Employer is aware of the Northern Residents Deductions: Travel in Designated Areas allowance provided by Canada Revenue Agency and agrees to the following:

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

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Signed the 21<sup>st</sup> day of March, 2023.


**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

**Re: Berens River Renal Health Centre Nurse(s)**




The Employer and the Union mutually agree that the terms of the Collective Agreement shall be applicable to full time and part-time nurses who are employed by the Employer in positions based in the Berens River Renal Health Centre shall be entitled to the following:

- Subsidized accommodation for nurses who do not have a permanent residence in Berens River only up to the maximum amount of Employer contracted accommodation;
- Return airfare to Winnipeg from Berens River as outlined below:
  - - 2 trips per year for personal purposes and;
  - - up to 2 trips per year for approved educational purposes.
- The Bi-Weekly Remoteness Allowance outlined in Appendix "F" even when the nurse(s) does not live in the Berens River community.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Signed the 21<sup>st</sup> day of March, 2023.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

***Applicable @ Berens River Renal Health Centre Only***

**Re: Isolation/Remoteness Retention Allowance**

The parties agree that an Isolation/Remoteness Retention Allowance shall be payable in a lump sum annually to all nurses (including full-time, part-time and casual) within the Berens River Renal Health Centre, as follows:

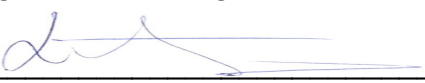
Effective October 1, 2016 \$8,000.00 for each full-time nurse

Effective October 1, 2021 \$8,800.00 for each full-time nurse

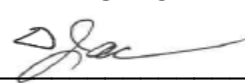
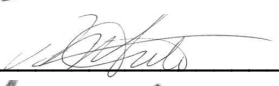
The above amounts shall be prorated on the basis of all regular hours worked in the previous twelve (12) month period (October 1<sup>st</sup> of the previous year to September 30<sup>th</sup> of the current year). Nurses on approved unpaid Leaves of Absence shall be credited all regular scheduled hours while on the approved unpaid Leave of Absence.

The parties further agree that such lump sum payment shall be provided to applicable nurses within one (1) pay period of the last date of the bi-weekly period following September 30<sup>th</sup> of each year. This lump sum payment shall be paid on a separate cheque without a surcharge.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
*Liana Savett*  
\_\_\_\_\_

Signed the 21<sup>st</sup> day of March, 2023.

**MEMORANDUM OF UNDERSTANDING  
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT  
BETWEEN  
INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATION  
AND  
THE MANITOBA NURSES' UNION**

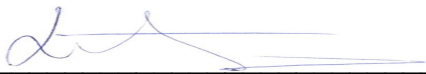
**Applicable for the Pine Falls Health Complex site**

**Re: Allowance for Casual Nurse(s) Who Travel from Winnipeg to Relieve in  
Dialysis**



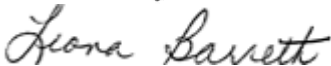
The Employer agrees that casual nurses who travel from Winnipeg to relieve in the Dialysis Unit at Pine Falls Health Complex shall be reimbursed by the Employer for all travel in accordance with the prevailing Province of Manitoba mileage rates:

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.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Signed the 21<sup>st</sup> day of March, 2023.



## **INDEPENDENT ASSESSMENT COMMITTEE (IAC)**

### **IAC Chairpersons 1104 (a) (i)**

Jan Currie

Kim Fraser

Donna McKenzie

Sandi Mowat

Carole Ohryn

Laurie Walus

Melody Muswaggon - Alternate

kp/cope.342