

COLLECTIVE AGREEMENT

BETWEEN

INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATION

AND

MANITOBA NURSES UNION

April 1, 2024 to March 31, 2028

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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 1st day of April, 2024, up to and including the 31st day of March, 2028.

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, or an Operating Room Technician who is employed by the Employer in one of the occupational classifications described in Appendix "C" attached hereto and forming part of this Agreement, subject to 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.

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.

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.

315 "Layoff" shall mean the temporary or permanent removal of a nurse from active employment status as a result of an employment security notice issued in accordance with Article 27.

It is understood that nothing contained in the definition of layoff shall abrogate, limit or restrict any right of a nurse as provided in Article 27.

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 remit such dues to the Manitoba Nurses' Union within fifteen (15) business days following the date deductions were made together with a list of the names of nurses from each site/program 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/program will be provided with specifications as indicated below.

Annually, by January 31st 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 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) Worksite 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 Worksite 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/worksites shall be maintained by the respective Employers.

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

509 The Employer shall provide the Manitoba Nurses Union (MNU) link to the electronic copy of the Collective Agreement to each nurse at the time of hiring.

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 at a time authorized by the Employer, within thirty (30) calendar days of hiring of a nurse in order to familiarize newly hired nurses 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. Where it is not reasonably

possible to hold a Union orientation within the thirty (30) calendar day time limit, the Employer shall notify the Union of such, including reasoning, and will provide the orientation as soon as practicable.

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.

514 Where a nurse, as a member of the MNU bargaining committee:

- a) Has their scheduled week of vacation fully or partially disrupted due to collective bargaining negotiation meetings with the Employer, the nurse may, at their election, choose one of the following options for every week of vacation disrupted:
 - (i) Reschedule vacation amongst remaining available weeks in the vacation schedule within the current vacation year.
 - (ii) Carry over the week(s) of disrupted vacation for use in the subsequent vacation year, up to a maximum of ten (10) days of current annual vacation (pro-rated for part time nurses).
- b) Where a single personal use vacation day(s) has been disrupted the nurse may choose amongst the following options:
 - (i) Select an alternate day(s) of vacation amongst the remaining available days in the vacation schedule within the current vacation year.
 - (ii) Elect to carry over the vacation day(s) for use in the subsequent vacation year, up to a maximum of five (5) days.

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 cooperate 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 Response 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 Response (CISR) team, or where there is no CISR 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.

Where the Employer, does not currently maintain a CISR team, they shall provide the Union with the specifics of how nurses are provided support similar to that provided by CISR teams, and through what programs and/or services.

Where maintenance of CISR 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.

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

The parties agree that there shall be a dedicated mental health support unit (over and above EAP), funded by PCOC, and established exclusively for nurses in the bargaining unit.

The parties agree to establish a committee within sixty (60) days of ratification of this agreement to establish the scope, duties and terms of reference of the mental health support unit.

7A04 The Employer and the Union agree that no form of abuse, harassment or bullying 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.

There shall be zero tolerance of abuse, harassment, or bullying.

Any nurse who believes a situation may become or has become abusive, harassing or bullying 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.

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, if the nurse agrees, and a brief description as to the mechanism of injury/exposure.

In regards to respectful workplace; there shall be a policy supporting a Respectful Workplace which shall be provided to the Union, and 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. Where a respectful workplace complaint is filed by a nurse, the Employer shall notify the Union of such complaint no later than ten (10) business days following receipt of the complaint.

Where the Union has concerns regarding the impartiality of an Employer conducted Respectful Workplace Investigation, the Union shall have the right to request the investigation be conducted by an individual from outside the work site. The Employer shall give all due reasonable consideration to such request.

If a Respectful Workplace Investigation is conducted, a report of findings, or a summary of the report will be shared by the Employer with the complainant and respondent nurse(s). Where a summary is provided, rather than the full report the Union may request and the Employer shall provide the rationale for the provision of a summary rather than the full report. The complainant and respondent may share the report/summary with the Union if they wish.

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. For clarity, where a nurse is waiting for a decision from D & R, WCB, or MPI and has been medically cleared to return to work, the Employer will pay for all return to work hours. It is understood that the nurse will reimburse the Employer once their claim is accepted. 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.

7A09 The Employer recognizes its obligation to ensure, so far as is reasonably practicable, the safety, health and welfare of nurses at work. The Employer agrees that the obligation includes taking all precautions necessary, in so far as is reasonably practicable, even where there is not yet scientific certainty regarding the efficacy and/or necessity of such measures.

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 either a site comprising the Employers Organization, or multiple-sites comprised within the same Employers Organization, structure being dependent on mutual agreement between the Employer and the Union. The Union Management Committee will consist 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 or Employers Organization. Union representatives shall be nurses employed at the site and shall include the President and/or Vice-President of the 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 quarterly 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 and/or Employer Organization.

- (b) In addition, the Employer and the Union agree to establish and maintain a Regional 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/multi-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.

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 shall be provided no less frequently than quarterly all 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 (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 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 (3) times per year at minimum, or more frequently as required upon agreement of the Committee. PHLRS shall provide all necessary administrative resources required by the Committee to carry out its functions and mandate;
- (e) the Committee shall make recommendations to the Deputy Minister of Health that will include but are not limited to:
 - 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 four (4) million dollars (\$4,000,000.00) per year fiscal year to be allocated solely for the purpose of the Nurses Recruitment and Retention Fund (NRRF) as outlined in the Memorandum of Agreement #39. The allocated funds for NRRF 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.
- (g) the Committee will be provided an allocation of twelve (12) million dollars (\$12,000,000.00) per fiscal year for 2024/2025, 2025/2026, 2026/2027 and 2027/2028 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. In the event the funds are not fully spent as of March 31st in a given fiscal year the balance shall remain a part of the Patient Care Optimization allocation and carried over into the next fiscal year. For clarity any remaining amount unspent in any fiscal year shall not reduce the twelve (12) million dollar (\$12,000,000.00) allocation for the next fiscal year.
- (h) 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. 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.

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
 - April 1, 2024 – March 31, 2025
2. Upon confirmation of the nurse's employment in a full-time position for the above periods, the nurse shall be paid two thousand dollars (\$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 31st in each year. Full-time nurses on an approved WCB claim are considered to be eligible for the full amount.
 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 1st 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 31st of the qualifying year.

This incentive payable under this provision shall be paid as income and shall not attract any accruals or benefits.

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 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 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.

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 The Department of Transportation and 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.

Applicable for Public Health Program and Primary Care Program

1408

- (a) Upon mutual agreement between a nurse and their supervisor, a nurse may work alternate hours during the day or in a bi-weekly period in order to facilitate the provision of services and/or to accommodate the nurse's personal schedule. Such alteration of hours, although subject to Employer approval, is voluntary and at the discretion of the nurse. In instances where working alternate hours under these circumstances results in additional hours being worked in a day or bi-weekly pay period, the nurse shall take the equivalent time off at a time mutually agreeable to the nurse and their supervisor. To the extent practicable, this time off shall occur within four (4) weeks of the nurse having worked the additional hours. It is clearly

understood that there is no requirement for the nurse to agree to flex their hours other than on a voluntary basis.

- (b) In instances where additional hours are being scheduled in a day or bi-weekly pay period as a result of direction from the supervisor, compensation for the additional hours worked will be in accordance with Article 16 - Overtime.
- (c) The provisions of Article 1404, Article 16 and Article 17 shall not apply to a nurse working alternate hours in (a) above.

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.

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 the Group Self-Scheduling Guidelines, the Master Rotation, and the proposed date of commencement of the initial trial period. A letter will be forwarded to the Worksite President to inform them of the commencement of the trial period.
 - (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, except as outlined in #6. below.
6. All self-scheduling groups shall follow the attached Self-Scheduling Guidelines. The scheduling provisions of Article 1504 (a) to (f) inclusive do not apply to the Group Self-Schedule.
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

Group Self-Scheduling is intended to promote, recruit, retain, engage and offer nurses the opportunity to have flexibility in their work schedules. This is balanced with the unit/worksites/program being staffed properly to ensure patient/resident/client care requirements are met.

1. The Employer established Master Rotation will be used as the basis for each nurse within the Group Self-Scheduling unit/worksites/program. Only occupied Master Rotation lines can be used for Self-Scheduling.
2. A Self-Scheduling Group can consist of two (2) or more nurses on the same unit/worksites/program who 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 within the posted shift schedule 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. Nurses within the self-scheduling group are not allowed to schedule themselves in a way that would incur any overtime costs.
6. Each nurse must have a minimum of one (1) paid shift within each pay period. The Employer will establish a process to allow for the elimination of this requirement no later than twenty-four (24) months after the date of ratification (May 17, 2024) of this Agreement. The parties agree this requirement will be invalidated upon establishment of such process but in any case no later than twenty-four (24) months after date of ratification (May 17, 2024).
7. 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.
8. 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, except as identified in #6. above.
9. The out of scope Manager/designate will receive the proposed schedule of the self-scheduling group no later than two (2) weeks prior to the required posting date for the schedule period. The out of scope Manager/designate must approve the proposed schedule prior to it being posted as part of the unit/worksite/program posted schedule. Such approval is not to be unreasonably denied. If approval is denied, the Employer will notify the Union in writing as soon as practicable, such notification to include the reasons for denial.
10. Vacation scheduling will be done in accordance with Article 21.

11. All changes to the self-scheduling group schedule must be confirmed with the out of scope Manager/designate.
12. Group Self-Scheduling meetings shall be held at least once a year so that there is a forum for all participating nurses to voice concerns or make suggestions for change. Attendance is voluntary and all nurses on the unit/worksite/program shall be invited.

ARTICLE 16 -- OVERTIME

1601 Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern in effect on each nursing unit for full-time nurses or the normal full-time hours in two (2) consecutive bi-weekly periods for part-time nurses. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1602.

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

1602 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 (31st) 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 ten dollars (\$10.00) [twelve dollars (\$12.00) effective May 17, 2024], or if this is not possible, a meal allowance of ten dollars (\$10.00) [twelve dollars (\$12.00) effective May 17, 2024], 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 ten dollars (\$10.00) [twelve dollars (\$12.00) effective May 17, 2024].

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.

1611 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.

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

(a) An evening shift premium of two dollars (\$2.00) [two dollars and twenty-five cents (\$2.25) effective May 17, 2024] 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 three dollars and fifty cents (\$3.50) [three dollars and seventy-five cents (\$3.75) effective May 17, 2024] 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.

Effective two (2) full pay periods post ratification (May 17, 2024), a weekend premium of five dollars and seventy-five cents (\$5.75) per hour shall be paid to a nurse for a Friday evening shift where the nurse receives the evening shift premium, all shifts worked on Saturday and Sunday, and including any night shift considered to be the first shift of a Monday. This applies to the payment of weekend premium only and shall not change the definition of a weekend under Article 303.

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.

1706 Where the Employer chooses to implement a Full-Time Weekend Worker position or where the Employer experiences a chronic staffing challenge on weekends and there are sufficient vacancies, the Employer will consider the creation and posting of a Full-Time Weekend Worker position. Where there is an operational need and where a nurse discloses their desire for a Full-Time Weekend Worker position, the Employer shall not unreasonably deny the creation and subsequent posting of said position.

Where a Full-Time Weekend Worker position has been created the following conditions shall apply:

- (i) Based on a 12 hour rotation consisting of three (3) shifts which will include at least two (2) of the three (3) shifts being worked on Friday, Saturday or

Sunday. The shifts may consist of straight days, straight nights or 50% days and 50% nights.

- (ii) Based on an eight (8) hour rotation consisting of nine (9) eight (8) hour shifts in a biweekly period, four (4) of which shall be worked on Friday, Saturday or Sunday within the biweekly period. The shifts may consist of straight days, straight evenings, straight nights, 50% days/evenings or 50% days/nights.
- (iii) The annual hours base shall be 1872 hours. The annual salary provided for this position is the standard 2015 annual salary scale, but shall be 10% higher than the prevailing rate for that occupational classification.
- (iv) A nurse replacing a Full-Time Weekend Worker shall not be entitled to the rate of pay applicable to the Full-Time Weekend Worker. However, the Full-Time Weekend Worker who interchanges a shift with a non Full-Time Weekend Worker shall be paid at their Full-Time Weekend Worker rate of pay for the interchanged shift.
- (v) A Full-Time Weekend Worker who picks up additional available shifts shall not receive the Full-Time Weekend Worker rate of pay for such shifts.
- (vi) Shift premiums and weekend premiums as outlined in the Collective Agreement shall apply
- (vii) Articles 1504 (d) and 3404 shall not apply to Full-Time Weekend Workers
- (viii) The Employer maintains the right to discontinue a Full-Time Weekend Worker position with a minimum of ninety (90) days written notice to the affected nurse(s) and the Union. The position may be converted to one with 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 the Full-Time Weekend Worker incumbents is required for schedule conversions where there are conversions from a Full-Time Weekend Worker rotation to a regular rotation. In such case the provisions of Article 27 of the Collective Agreement shall apply.

Nurses occupying a 1.0 EFT Full-Time Weekend Worker will be considered as full time and eligible for any full time incentives.

1707 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 full-time nurse working a weekend schedule will be scheduled to work on every weekend. If in a part-time position it is understood that a nurse may be required to work exclusively on weekends, when scheduled to work. Whether full or part time 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 Worker positions in accordance with this Article shall be posted in accordance with the provisions of the Collective Agreement and will have an annual hours base of 2015.
- (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 ninety (90) days written notice, to the affected nurse(s) and the Union. The position may be converted to one with 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 the Weekend Worker incumbents is required for schedule conversions where there are conversions from a Weekend Worker rotation to a regular rotation. In such case the provisions of Article 27 of the Collective Agreement shall apply.
- (i) Appendix "A" – Salaries for Weekend Worker positions shall be fifteen percent (15%) higher than the prevailing rate for that occupational classification.

1708 A nurse employed in a Weekend Worker position who is the successful applicant to a position of the same classification not designated as a Weekend Worker shall be placed at the same salary step as the nurse held while employed in the Weekend Worker position.

1709 ICU Premium

Effective June 17, 2024 a premium of three dollars (\$3.00) per hour will be provided to nurses for all paid hours worked in an Intensive Care Unit. (HSC, St. Boniface, Grace and Brandon, or anywhere else a new ICU is introduced).

1710 ED (with ICU) Premium

Effective June 17, 2024, a premium of four dollars (\$4.00) per hour be provided to nurses for all paid hours worked in an Emergency Department where an ICU exists in the same facility.

1711 ED/Urgent Care Premium (without ICU)

Effective June 17, 2024 a premium of two dollars (\$2.00) per hour will be provided to nurses for all paid hours worked in an Emergency Department/Urgent Care. (Selkirk and any other facility in future where nurses are exclusively dedicated to staffing an ED/Urgent Care).

1712 Triage Premium (for facilities where above premiums apply)

Effective June 17, 2024 a premium of two dollars (\$2.00) per hour for all hours where a nurse is assigned to triage. Applicable in all facilities as per Article 1711.

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) [two dollars (\$2.00) effective May 17, 2024] for each hour worked, except for a Nurse III temporarily replacing a Nurse IV.

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

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

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

1903 Clinical Mentorship

The parties recognize that quality nursing practice is essential to the provision of safe patient care. Practical nursing skills are largely learned on the unit, whether through the consolidation of skills as new nurses, or through continuous learning as nurses progress through their careers.

The parties agree that nurses benefit from consistent, experienced mentorship and support at the unit level. Increasing clinical mentorship also aids with skill development, retention and recruitment and the promotion of safe patient care.

The primary function of the Clinical Mentor will be to act as a guide, role model, and advisor who facilitates debriefings, and shares practical, day to day, applied knowledge with other nurses. Clinical Mentors will primarily be responsible for providing rapid, just in time clinical mentorship on the unit, department, or program. They will also work in conjunction with Nurse Educators to provide on-going guidance to ensure competence in the area of practice. Any education by the Clinical Mentor to the mentee will not replace that of the Nurse Educator nor will a Clinical Mentor's duties replace, or act in substitution of, the tasks, duties and responsibilities of the Nurse Educator.

The Employer reserves the right to ensure the appropriate skillset, training and knowledge is matched with the expectations of the role. The parties mutually agree that the awarding of a Mentorship Designation position shall be excluded from the application of Article 2502.

The Employer, balancing the operational needs of the unit, shall determine the number of designated mentors under A and/or B below, if any, are required on the unit. However, nothing herein precludes the Union from raising the issue of need for additional clinical mentorship or mentorship generally at Union/Management meetings or NAC.

Where the Employer determines that creation of a clinical mentor role is required, they may elect to establish a function in one of the following ways:

A. Clinical Mentor Positions

- (i) Where the Employer identifies the need for a mentorship position, the Employer shall post such position clearly identifying the area(s) of the clinical mentorship assignment.
- (ii) Clinical Mentors will be included on the master rotation and be scheduled in accordance with Article 15 to work on day, evening, night and weekend shifts. Clinical Mentors will be paid at a Nurse III rate of pay and will not carry a caseload. Where the Employer creates a position, a job description will be developed and shared with the Union in accordance with the provisions of the Collective Agreement.

When establishing a Clinical Mentor position the qualifications established by the Employer shall include at minimum three (3) years of recent nursing experience (non-specialized area), and recent, relevant experience in the respective practice area in which they will provide mentorship. For specialty areas, five (5) years of recent experience in the specialty area is required. The Employer shall provide to the Union a list of specialty areas no later than July 17, 2024.

B. Clinical Mentorship- Designation Program

A nurse may request consideration to participate in the Clinical Mentorship Designation Program in accordance with the following:

- (a) (i) A nurse who is eligible to retire within four (4) years as at date of written request to the Employer without early retirement penalty or, is in receipt of pension, shall be eligible for consideration to participate in the Clinical Mentorship Designation Program (Program).
 - (ii) This Program is applicable to nurses who hold a 0.7 EFT or higher.
 - (iii) A nurse participating in the Program shall continue to earn salary at the nurse's current EFT and classification. Subject to mutual agreement the nurse's schedule can be changed to accommodate the needs of the mentees or the mentee's schedule. For the hours assigned to mentorship duties, the nurse shall be paid a premium of two dollars (\$2.00) per hour.
- (b) Where the Employer approves a nurse to be enrolled in the Clinical Mentorship Designation Program, the nurse shall:
- (i) officially notify the Employer of their intended retirement date, such retirement date being up to four (4) years from the commencement date of the Program as agreed by the nurse and the Employer; and

- (ii) after a period of up to four (4) years participating in the Program, commence retirement, unless otherwise agreed between the nurse and the Employer. The Employer shall inform the Union of all such agreements.
- (c) After a period of four (4) years, if retirement is not commenced, then the Employer reserves the right to determine if continuance of the role is required.
- (d) Vacation planning will be selected as per the MNU Vacation Scheduling Guidelines.
- (e) The Program shall be reviewed by the Employer and the nurse on at least an annual basis.
- (f) Where the Employer no longer has a need for the Clinical Mentor Designation, the nurse shall maintain their EFT and classification.

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 four dollars (\$4.00) [five dollars (\$5.00) effective May 17, 2024] and a maximum payment of thirty (\$30.00) dollars.

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/worksite during the course of the authorized business.

2004**Escort Duty:**

- (a)
- (i) A nurse called in to escort a patient when they are not on standby or provided they do not qualify for pay at overtime rates in accordance with Article 16, shall be paid for all time involved with the patient assignment including travel time required to return to the 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 dollars (\$10.00) [twelve dollars (\$12.00) effective May 17, 2024], 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 *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 1st to April 30th (**April 1st to March 31st @ 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) [five (5) effective the 2025/2026 vacation year] 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.

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 (4 th) to ninth (9 th) year inclusive	Twenty (20) days/four (4) weeks [155 hours] per year
In the tenth (10 th) to nineteenth (19 th) year inclusive	Twenty-five (25) days/five (5) weeks [193.75 hours] per year

In the twentieth (20th) 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.

Effective vacation year 2025/2026: 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).

- (c) Vacation entitlement for the vacation year following completion of the 3rd, 9th and 19th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

Applicable for Nurse Practitioners and Clinical Nurse Specialists (CNS)

- (a) A nurse occupying a Nurse Practitioner or Clinical Nurse Specialist (CNS) position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of Employment</u>	<u>Rates at Which Vacation Earned</u>
In the first nine (9) years	Twenty-five (25) days/five (5) weeks (193.75 hours) per year
In the tenth (10 th) to nineteenth (19 th) year inclusive	Thirty (30) days/six (6) weeks (232.50 hours) per year
In the twentieth (20 th) and subsequent years	Thirty (35) days/seven (7) weeks (271.25 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.

Effective vacation year 2025/2026: in addition to (a) above, all nurses employed in a Nurse Practitioner or Clinical Nurse Specialist (CNS) occupational classification

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).

- (c) Vacation entitlement for the vacation year following completion of the 9th and 19th 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 (5th) anniversary of employment (i.e. 25th, 30th, 35th, 40th, etcetera). Such days shall be taken during the vacation year in which the twentieth (20th) or subsequent fifth (5th) 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 1st (**February 1st @ Betel Home Foundation**) of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at April 30th (**March 31st @ Betel Home Foundation**) of that year.

Beginning March 15th (**February 15th @ 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) [five (5) effective the 2025/2026 vacation year] 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 1st (**April 1st @ 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 15th, the Employer has the right to schedule the vacation prior to the end of the current vacation year. Vacation may be paid out only in extenuating circumstances.

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

ARTICLE 22 -- RECOGNIZED HOLIDAYS

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

2202 Whenever a Recognized Holiday falls on 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 a maximum of 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. If the accumulated lieu days are not taken within the fiscal year earned the accumulated days will be paid out at one and one half (1.5) times their basic rate of pay.

Upon written request, a nurse may carryover up to four (4) days in lieu to the next fiscal year. During the fiscal year that Good Friday and Easter Monday statutory holidays occur in March, the nurse may exceed four (4) days in lieu by the two (2) Easter statutory holidays.

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

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".)*

Effective April 1, 2027: Each nurse shall accumulate income protection at the rate of one and one half (1.5) days for each full month of employment.

NOTE: For each one and one-half (1.5) days of income protection accumulated, one point two (1.2) days* (80%) shall be reserved exclusively for the nurse's personal use as outlined in Article 2301. The remaining point three (0.3) 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 point two (1.2) days" to read "0.9 of a day" and amend "0.3 of a day" to read "0.6 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) Where a nurse who has accumulated sufficient income protection credits and after giving notification of a WCB/MPI claim with the potential for related income replacement payments to the Employer, the Employer shall as soon as reasonably possible notify the nurse that they can elect to submit an application to the Employer directing that the Employer supplement the WCB/MPI payments. Such notification shall include clear instructions on obtaining, completing and submitting the application for the supplement. 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 is due, whichever comes first.

- (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, extended benefit 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 and/or date of a specialist medical appointment 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/or a specialist medical appointment and where the surgery and/or specialist medical appointment 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 Upon written request, the nurse may obtain information concerning their accumulated sick leave credits up to four (4) times per fiscal year and shall be provided with the information within thirty (30) days of the receipt of this request.

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.

2315 The Employer when reviewing a nurse's absences under an Attendance Management Program will consider and take into account individual circumstances and absences arising out of a medically-established serious or chronic condition.

2316 Personal Wellness Leave (PWL)

Personal Wellness Leave (PWL) is designated time off that a nurse can use to support their physical and mental wellness.

Up to two (2) days in each fiscal year may be deducted from a nurse's accumulated income protection credits to be used for PWL. The use of PWL cannot reduce the number of income protection credits to less than twelve (12) days.

The utilization of PWL is subject to the following:

- (a) the leave shall be for physical or mental wellness,
- (b) the two (2) days of leave can be used consecutively, but shall not be used contiguous with a vacation leave, and
- (c) these two (2) days are not carried forward from fiscal year to fiscal year.

The nurse shall request PWL at minimum twenty-four (24) hours in advance and no more than seventy-two (72) hours in advance. Subject to operational requirements the request for PWL shall not be unreasonably denied.

PWLs are intended to support physical and mental wellness and these days will not be used by the Employer with respect to any Attendance Management Program that may relate to the nurse.

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.

The Employer shall make all reasonable efforts to allow the nurse to attend the required education during the nurse's scheduled working hours.

A part-time or casual nurse shall be paid for the time of such attendance at straight time rates. A full-time nurse shall bank the education hours at straight time rates to be utilized as paid leave during the fiscal year. Where the Employer and the nurse are unable to mutually agree on the date(s) to be taken as paid time off, the Employer has the right to schedule the time off and wherever reasonably possible the day(s) off will be in conjunction with and contiguous to the nurses scheduled days off or vacation.

(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 (5th) 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:

$$\frac{\text{Monetary value of top up provided}}{\text{Hours of service required to be worked (based on monetary value)}} \times \frac{\text{number of hours not worked}}{\text{(value is based on hours paid at regular rate of pay in 6 months prior to leave)}}$$

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.

2409Union 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.

2410Legal and Investigative Proceedings

1.

- 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.
- 2.
- If an action or any form of legal proceeding (referred to below as a "claim"), other than a complaint or report made to a nurse's regulatory body, is brought against any nurse who is, or any former nurse who was, covered by this Agreement, which claim arises out of the nurse's actions while in the good faith performance of their duties, and provided such actions do not constitute gross negligence, then:
- a) The nurse shall notify the Employer as soon as possible;
 - b) Upon notification, the Employer and the nurse shall meet as soon as possible, and appoint counsel who is mutually agreeable to both the Employer and the nurse;
 - c) Should the Employer and the nurse not be able to agree on counsel satisfactory to both, then the nurse may unilaterally appoint legal counsel subject to the following conditions:
 - i. the legal counsel must be entitled to practice law in the Province of Manitoba and be in good standing with the Law Society of Manitoba;
 - ii. the legal counsel must be qualified and competent to practice in the area of law at issue in the claim
 - iii. reasonable legal fees shall be paid by the Employer and, only if prior approval is sought, which approval shall not be unreasonably withheld, disbursements including but not limited to fees for transcripts, travel expenses for counsel and/or witnesses, or the services of experts;
 - d) The nurse shall have the sole right to instruct private legal counsel;
 - e) If a settlement of any claim is reached, and if the settlement is approved by the Employer before the settlement is finalized, the Employer shall pay any amount the nurse is liable for in connection with settlement of the claim; and

- f) The Employer shall pay any monetary amounts, damages, and/or costs awarded against the nurse in any claim, and all reasonable legal fees and related expenses (e.g. disbursements, travel, etc.).

3. All reasonable legal fees and related expenses (e.g. disbursements, travel, etc.) incurred by nurses or former nurses who are reasonably required to retain their own counsel in relation to attendance at or an appearance before any Commission of Inquiry, or fatality inquest, shall be paid by the Employer.

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 "Rule of 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:

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

- (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 "Rule of 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:

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

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:

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

- (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 a citizenship ceremony to receive a certificate of citizenship 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.

2418 Leave for Organ Donation

Upon providing as much written notice as possible, a nurse shall be eligible to utilize accumulated personal income protection credits for the purpose of organ donation.

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.

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) is 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.

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

ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT

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

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

2605 Upon termination of employment an exit appraisal shall be forwarded to the nurse to voluntarily complete. Included on the form will be an option for the nurse to request a personal meeting with an Employer designate who is other than the nurse's direct manager.

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:

$$\begin{array}{r} \text{Additional available hours} \\ \text{worked by the laid-off nurse} \\ \text{-----} \\ \text{Full-time hours} \end{array} \times \begin{array}{l} \text{Entitlement} \\ \text{of Full-time} \\ \text{nurse} \end{array}$$

- (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 five percent (5.0%) 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 of equal occupational classification or 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 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. Voluntary Reassignments in the Event of Staffing Shortages

1. In the event of a temporary lateral work reassignment being necessitated by a 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 staffing shortage except as provided for under Involuntary Reassignment in Article 2805 below.
- (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 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%) 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.
- B. 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.

- C. 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.
- D. 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) [five dollars (\$5.00) effective May 17, 2024] 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.

Applicable for single site non-transferred Employers:

- A. Reassignments in the Event of Staffing Shortages
1. In the event of a temporary lateral work reassignment being necessitated by a 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 staffing shortage except as provided for under Involuntary Reassignment in Article 2805 below.
 - (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 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%) 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.
- B. 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.
- C. 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.

2805 Involuntary Reassignments in Event of 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 2804A., B., C., and D., (D. 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 A.1. (e) of Article 2804 (\$6/hour or 15% x 2 = \$12/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.

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 shall be given every reasonable 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. 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. The Employer agrees to remove and destroy any non-disciplinary and disciplinary documentation, from the personnel file of a nurse, upon written request from the nurse, after five (5) years, providing no similar incidents occur within that period. In the event a nurse is laid off or on a leave of absence of one (1) calendar month or more during the five (5) years immediately following the discipline, the discipline record will extend the five (5) year calendar month period by the length of the actual lay off or leave of absence.

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 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.

When the Employer creates a new position which requires any applicant to be a nurse registered or eligible for registration with a Manitoba nursing college including, but not limited to, classifications in Appendix C of this Collective Agreement, or the Employer intends that the new position will be out of scope, the Employer shall provide the Union with a copy of any posting(s) or the job description(s) for the position(s) in advance of the position(s) being posted. The Union may file a grievance challenging the designation in accordance with the procedure set out in Article 12.

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 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.

3007 Notwithstanding the provisions of Articles 3001 through 3005 above 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 and/or allow casual nurses to obtain a part-time or full-time position.

- (a) Where the Employer has demonstrated significant reliance upon casual nurses and/or agency nurses to maintain adequate staffing/patient/resident care in a particular site/program/unit, and where part-time nurses at the same site/program/unit have expressed a desire to increase their EFT the Employer shall

take all reasonable measures to accommodate such requests. The EFT of a part-time nurse may be increased in accordance with the following process:

- (i) The process will commence at a date determined by the parties at the Site Nursing Advisory Committee. The Employer shall inform the Site Nursing Advisory Committee of the total EFT and shift patterns available per nursing unit.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.
 - (v) 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.
 - (vi) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
 - (vii) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of Article 1504.
 - (viii) The Employer is not prevented from exercising any of its normal management rights as a result of this Article including, without limitation, the right to post vacant positions.
 - (ix) The Site Nursing Advisory Committee shall be advised of the outcome in the Increase of EFT Process of each nursing unit.
- (b) Where all EFT increase requests have been considered and implemented and/or the Employer has offered EFT increases for part-time nurses, and where casual nurses at the same site/program/unit have expressed a desire to obtain a full or

part time position, the Employer shall take all reasonable measures to transition those casual nurses to a part-time or full-time position in accordance with the following process:

- (i) The process will commence at a date determined by the parties at the Site Nursing Advisory Committee. The Employer shall inform the Site Nursing Advisory Committee of the total EFT and shift patterns available per nursing unit.
- (ii) The Employer shall communicate to all casual nurses at the site/facility/program the pre-determined EFT and shift pattern(s) available for the increase of EFT process. Requests to obtain an EFT shall be made in writing by casual 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.
- (iii) 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 casual seniority.
- (iv) A casual nurse shall not be awarded an EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.
- (v) Where any request to obtain an EFT has been approved, the Employer shall issue a letter to the nurse confirming the nurse's EFT in accordance with this Collective Agreement along with an effective date.
- (vi) Copies of all requests and responses to requests to obtain an EFT shall be provided to the Union.
- (vii) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of Article 1504.
- (viii) The Employer is not prevented from exercising any of its normal management rights as a result of this Article including, without limitation, the right to post vacant positions.
- (ix) The Site Nursing Advisory Committee shall be advised of the outcome in the Increase of EFT Process of each nursing unit.

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 Rule of 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, including placement at the fifteen (15), twenty (20) and twenty-five (25) year rate;

- (k) Academic Allowance;
- (l) 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 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 with the Employer to the completion of six (6) calendar months 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 once every two (2) years. 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 Nurses are responsible for any personal effects that are brought to their place of work and are not required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects.

In recognition of the fact that as a direct result of performing their duties, nurses may have their clothing or other personal property damaged, or stolen, the Employer agrees to make reasonable compensation following receipt of the nurse's documentation of the incident. Such claim shall not unreasonably be denied.

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:

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

(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:

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

3407

Part-time nurses will be paid five percent (5%) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

3408 A part-time nurse shall receive increments (calculated from the date of 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.

Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less or a paid leave of absence, or an educational leave of absence of up to two (2) years.

A nurse's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

3409 Seniority accumulated by a part-time nurse up to May 17, 2024 shall be retained. Seniority hours calculated after May 17, 2024 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 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.

3502 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.

3503 Should the Employer make an error 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.

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 fifteen (15), twenty (20) and twenty-five (25) 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;
- continuation in HEPP pension plan as per plan text.

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.

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 Regulated Health Professions 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, and will be reimbursed at a reasonable cost, 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 6 years	1 Year Rate
4030 hours within past 8 years	2 Year Rate
6045 hours within past 9 years	3 Year Rate

8060 hours within past 12 years	4 Year Rate
10075 hours within past 13 years	5 Year Rate
12090 hours within past 14 years	6 Year Rate
14105 hours within past 15 years	7 Year Rate

For all Nurse Practitioners:

<u>Length of Experience</u>	<u>Starting Rate</u>
2015 hours within past 6 years	1 Year Rate
4030 hours within past 8 years	2 Year Rate
6045 hours within past 9 years	3 Year Rate
8060 hours within past 12 years	4 Year Rate
10075 hours within past 13 years	5 Year Rate

For all CNS:

<u>Length of Experience</u>	<u>Starting Rate</u>
2015 hours within past 6 years	1 Year Rate
4030 hours within past 8 years	2 Year Rate
6045 hours within past 9 years	3 Year Rate
8060 hours within past 12 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 and ORTs:***

(a) The starting salary of a newly employed Licensed Practical Nurse or Operating Room Technician 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 6 years	1 Year Rate
4030 hours within past 8 years	2 Year Rate
6045 hours within past 9 years	3 Year Rate
8060 hours within past 12 years	4 Year Rate
10075 hours within past 13 years	5 Year Rate
12090 hours within past 14 years	6 Year Rate
14105 hours within past 15 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) Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less, or a paid leave of absence, or an educational leave of absence of up to two (2) years.

A nurse's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

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 or within ninety (90) days from the date the parties sign the Memorandum of Settlement, whichever is later.

Upon written application to the Employer within one hundred and eighty (180) days of ratification of the Collective Agreement, or within one hundred and eighty (180) days from the date the parties sign the Memorandum of Settlement, whichever is later, 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.

3810 Eligibility for the fifteen (15), twenty (20) and twenty-five (25) year salary step will 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.

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 (D&R) 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.

Notwithstanding the above, where a nurse is not eligible for D&R coverage due to age (on the date which is four (4) months prior to the date of attaining age 65), the nurse may utilize accrued income protection credits up to one hundred and eighty (180) calendar days.

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, 2022	- \$700.00 for full-time nurses - \$350.00 for part-time nurses
January 1, 2025	- \$1250.00 for full-time nurses - \$1000.00 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 1st to December 31st.

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).*

3905 Where a nurse is on an Employer paid return to work plan or Employer paid accommodation the Employer shall continue to pay the Employer premiums to maintain coverage under the Group Dental Plan, Group Extended Health Plan, D&R and Employee Assistance Plan, while the nurse continues to pay the Employee premiums associated to the plan(s).

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 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 #22 re: Relocation Assistance 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 Rule of 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, including placement at the fifteen (15), twenty (20) and twenty-five (25) year rate;
 - (k) Academic Allowance;
 - (l) 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%) 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) [five dollars (\$5.00) effective May 17, 2024]:

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 canvass 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

Note: All salary increases will be applied to the first full shift occurring on the date the wage increase comes into effect.

A1. Effective April 1, 2024

Hourly Rates include a 1% Market Adjustment and a 2.5% General Wage Increase, compounded. Other Market Adjustments as Noted
Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Row	Standard Grp No.	Note	Employer Classification	MOA	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25				
1	LPN	1	Licensed Practical Nurse	1	2015	Hourly	32.024	33.074	34.108	35.366	36.516	37.806	39.149	40.325	41.132	41.955	43.214			
						Monthly	5,377.363	5,553.676	5,727.302	5,938.541	6,131.645	6,348.258	6,573.770	6,771.240	6,906.748	7,044.944	7,256.351			
						Annual	64,528.360	66,644.110	68,727.620	71,262.490	73,579.740	76,179.090	78,885.235	81,254.875	82,880.980	84,539.325	87,076.210			
2	UNE		UNE, UNE – IEN/NREP, UNE-NREP		2015	Hourly	31.092													
						Monthly	5,220.865													
						Annual	62,650.380													
3	SIEN		SIEN		2015	Hourly	31.092													
						Monthly	5,220.865													
						Annual	62,650.380													
4	N2		Nurse II		2015	Hourly	40.616	42.035	43.457	44.937	46.389	47.891	48.848	49.826	50.823	51.839	53.394			
						Monthly	6,820.103	7,058.377	7,297.155	7,545.671	7,789.486	8,041.697	8,202.393	8,366.616	8,534.029	8,704.632	8,965.743			
						Annual	81,841.240	84,700.525	87,565.855	90,548.055	93,473.835	96,500.365	98,428.720	100,399.390	102,408.345	104,455.585	107,588.910			
5	N2	***	Nurse II (15-Year Scale)		2015	Hourly	41.428	42.876	44.326	45.836	47.317	48.849	49.825	50.823						
						Monthly	6,956.452	7,199.595	7,443.074	7,696.628	7,945.313	8,202.561	8,366.448	8,534.029						
						Annual	83,477.420	86,395.140	89,316.890	92,359.540	95,343.755	98,430.735	100,397.375	102,408.345						
6	N2	***	Nurse II (20-Year Scale)		2015	Hourly	42.257	43.734	45.213	46.753	48.263	49.826	50.822	51.839						
						Monthly	7,095.655	7,343.668	7,592.016	7,850.608	8,104.162	8,366.616	8,533.861	8,704.632						
						Annual	85,147.855	88,124.010	91,104.195	94,207.295	97,249.945	100,399.390	102,406.330	104,455.585						
7	N2	***	Nurse II (25-Year Scale)		2015	Hourly	43.525	45.046	46.569	48.156	49.711	51.321	52.347	53.394						
						Monthly	7,308.573	7,563.974	7,819.711	8,086.195	8,347.305	8,617.651	8,789.934	8,965.743						
						Annual	87,702.875	90,767.690	93,836.535	97,034.340	100,167.665	103,411.815	105,479.205	107,588.910						
8	CRN	1,6	CRN/Charge Nurse	1	2015	Hourly	42.631	44.094	45.590	47.099	48.538	50.067	51.341	52.366	53.413	54.481	56.115			
						Monthly	7,158.455	7,404.118	7,655.321	7,908.707	8,150.339	8,407.084	8,621.010	8,793.124	8,968.933	9,148.268	9,422.644			
						Annual	85,901.465	88,849.410	91,863.850	94,904.485	97,804.070	100,885.005	103,452.115	105,517.490	107,627.195	109,779.215	113,071.725			
9	CRN	***	CRN/Charge Nurse (15-Year Scale)	1	2015	Hourly	43.484	44.976	46.502	48.041	49.509	51.068	52.368	53.413						
						Monthly	7,301.688	7,552.220	7,808.461	8,066.885	8,313.386	8,575.168	8,793.460	8,968.933						
						Annual	87,620.260	90,626.640	93,701.530	96,802.615	99,760.635	102,902.020	105,521.520	107,627.195						
10	CRN	***	CRN/Charge Nurse (20-Year Scale)	1	2015	Hourly	44.354	45.876	47.432	49.002	50.499	52.089	53.415	54.481						
						Monthly	7,447.776	7,703.345	7,964.623	8,228.253	8,479.624	8,746.611	8,969.269	9,148.268						
						Annual	89,373.310	92,440.140	95,575.480	98,739.030	101,755.485	104,959.335	107,631.225	109,779.215						
11	CRN	***	CRN/Charge Nurse (25-Year Scale)	1	2015	Hourly	45.685	47.252	48.855	50.472	52.014	53.652	55.017	56.115						
						Monthly	7,671.273	7,934.398	8,203.569	8,475.090	8,734.018	9,009.065	9,238.271	9,422.644						
						Annual	92,055.275	95,212.780	98,442.825	101,701.080	104,808.210	108,108.780	110,859.255	113,071.725						
12	N3		Nurse III		2015	Hourly	42.162	43.582	45.069	46.516	47.860	49.326	50.840	51.857	52.894	53.952	55.571			
						Monthly	7,079.703	7,318.144	7,567.836	7,810.812	8,036.492	8,282.658	8,536.883	8,707.655	8,881.784	9,059.440	9,331.297			
						Annual	84,956.430	87,817.730	90,814.035	93,729.740	96,437.900	99,391.890	102,442.600	104,491.855	106,581.410	108,713.280	111,975.565			
13	N3	***	Nurse III (15-Year Scale)		2015	Hourly	43.005	44.454	45.970	47.446	48.817	50.313	51.857	52.894						
						Monthly	7,221.256	7,464.568	7,719.129	7,966.974	8,197.188	8,448.391	8,707.655	8,881.784						
						Annual	86,655.075	89,574.810	92,629.550	95,603.690	98,366.255	101,380.695	104,491.855	106,581.410						
14	N3	***	Nurse III (20-Year Scale)		2015	Hourly	43.865	45.343	46.889	48.395	49.793	51.319	52.894	53.952						
						Monthly	7,365.665	7,613.845	7,873.445	8,126.327	8,361.075	8,617.315	8,881.784	9,059.440						
						Annual	88,387.975	91,366.145	94,481.335	97,515.925	100,332.895	103,407.785	106,581.410	108,713.280						
15	N3	***	Nurse III (25-Year Scale)		2015	Hourly	45.181	46.703	48.296	49.847	51.287	52.859	54.481	55.571						
						Monthly	7,586.643	7,842.212	8,109.703	8,370.142	8,611.942	8,875.907	9,148.268	9,331.297						
						Annual	91,039.715	94,106.545	97,316.440	100,441.705	103,343.305	106,510.885	109,779.215	111,975.565						

A1. Effective April 1, 2024

Hourly Rates include a 1% Market Adjustment and a 2.5% General Wage Increase, compounded. Other Market Adjustments as Noted
 Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Row	Standard Grp No.	Note	Employer Classification	MOA	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25	
76	CRN	***	Weekend Worker - CRN/Charge Nurse (15-Year Scale)	1	1872	Hourly	51.486	53.253	55.060	56.882	58.619	60.467	62.005	63.243			
						Monthly	8,031.816	8,307.468	8,589.360	8,873.592	9,144.564	9,432.852	9,672.780	9,865.908			
						Annual	96,381.792	99,689.616	103,072.320	106,483.104	109,734.768	113,194.224	116,073.360	118,390.896			
77	CRN	***	Weekend Worker - CRN/Charge Nurse (20-Year Scale)	1	1872	Hourly	52.516	54.318	56.161	58.020	59.791	61.676	63.245	64.508			
						Monthly	8,192.496	8,473.608	8,761.116	9,051.120	9,327.396	9,621.456	9,866.220	10,063.248			
						Annual	98,309.952	101,683.296	105,133.392	108,613.440	111,928.752	115,457.472	118,394.640	120,758.976			
78	CRN	***	Weekend Worker - CRN/Charge Nurse (25-Year Scale)	1	1872	Hourly	54.091	55.948	57.846	59.761	61.585	63.526	65.142	66.443			
						Monthly	8,438.196	8,727.888	9,023.976	9,322.716	9,607.260	9,910.056	10,162.152	10,365.108			
						Annual	101,258.352	104,734.656	108,287.712	111,872.592	115,287.120	118,920.672	121,945.824	124,381.296			
79	N3	5	Weekend Worker - Nurse III		1872	Hourly	49.921	51.602	53.363	55.076	56.668	58.403	60.196	61.400	62.628	63.881	65.798
						Monthly	7,787.676	8,049.912	8,324.628	8,591.856	8,840.208	9,110.868	9,390.576	9,578.400	9,769.968	9,965.436	10,264.488
						Annual	93,452.112	96,598.944	99,895.536	103,102.272	106,082.496	109,330.416	112,686.912	114,940.800	117,239.616	119,585.232	123,173.856
80	N3	***	Weekend Worker - Nurse III (15-Year Scale)		1872	Hourly	50.919	52.634	54.430	56.178	57.801	59.571	61.400	62.628			
						Monthly	7,943.364	8,210.904	8,491.080	8,763.768	9,016.956	9,293.076	9,578.400	9,769.968			
						Annual	95,320.368	98,530.848	101,892.960	105,165.216	108,203.472	111,516.912	114,940.800	117,239.616			
81	N3	***	Weekend Worker - Nurse III (20-Year Scale)		1872	Hourly	51.937	53.687	55.519	57.302	58.957	60.762	62.628	63.881			
						Monthly	8,102.172	8,375.172	8,660.964	8,939.112	9,197.292	9,478.872	9,769.968	9,965.436			
						Annual	97,226.064	100,502.064	103,931.568	107,269.344	110,367.504	113,746.464	117,239.616	119,585.232			
82	N3	***	Weekend Worker - Nurse III (25-Year Scale)		1872	Hourly	53.495	55.298	57.185	59.021	60.726	62.585	64.507	65.797			
						Monthly	8,345.220	8,626.488	8,920.860	9,207.276	9,473.256	9,763.260	10,063.092	10,264.332			
						Annual	100,142.640	103,517.856	107,050.320	110,487.312	113,679.072	117,159.120	120,757.104	123,171.984			
83	N4	1,5	Weekend Worker - Nurse IV	1	1872	Hourly	53.183	55.152	57.123	59.272	61.735	64.123	66.732	69.448	70.837	72.254	74.422
						Monthly	8,296.548	8,603.712	8,911.188	9,246.432	9,630.660	10,003.188	10,410.192	10,833.888	11,050.572	11,271.624	11,609.832
						Annual	99,558.576	103,244.544	106,934.256	110,957.184	115,567.920	120,038.256	124,922.304	130,006.656	132,606.864	135,259.488	139,317.984
84	N4	***	Weekend Worker - Nurse IV (15-Year Scale)		1872	Hourly	54.247	56.255	58.265	60.457	62.970	65.405	68.067	70.837			
						Monthly	8,462.532	8,775.780	9,089.340	9,431.292	9,823.320	10,203.180	10,618.452	11,050.572			
						Annual	101,550.384	105,309.360	109,072.080	113,175.504	117,879.840	122,438.160	127,421.424	132,606.864			
85	N4	***	Weekend Worker - Nurse IV (20-Year Scale)		1872	Hourly	55.332	57.380	59.430	61.666	64.229	66.713	69.428	72.254			
						Monthly	8,631.792	8,951.280	9,271.080	9,619.896	10,019.724	10,407.228	10,830.768	11,271.624			
						Annual	103,581.504	107,415.360	111,252.960	115,438.752	120,236.688	124,886.736	129,969.216	135,259.488			
86	N4	***	Weekend Worker - Nurse IV (25-Year Scale)		1872	Hourly	56.992	59.101	61.213	63.516	66.156	68.714	71.511	74.422			
						Monthly	8,890.752	9,219.756	9,549.228	9,908.496	10,320.336	10,719.384	11,155.716	11,609.832			
						Annual	106,689.024	110,637.072	114,590.736	118,901.952	123,844.032	128,632.608	133,868.592	139,317.984			
87	N5	4,5	Weekend Worker - Nurse V		1872	Hourly	54.503	56.588	58.980	61.299	63.832	66.314	68.899	71.655	73.088	74.550	76.787
						Monthly	8,502.468	8,827.728	9,200.880	9,562.644	9,957.792	10,344.984	10,748.244	11,178.180	11,401.728	11,629.800	11,978.772
						Annual	102,029.616	105,932.736	110,410.560	114,751.728	119,493.504	124,139.808	128,978.928	134,138.160	136,820.736	139,557.600	143,745.264
88	N5	***	Weekend Worker - Nurse V (15-Year Scale)		1872	Hourly	55.593	57.720	60.160	62.525	65.109	67.640	70.277	73.088			
						Monthly	8,672.508	9,004.320	9,384.960	9,753.900	10,157.004	10,551.840	10,963.212	11,401.728			
						Annual	104,070.096	108,051.840	112,619.520	117,046.800	121,884.048	126,622.080	131,558.544	136,820.736			
89	N5	***	Weekend Worker - Nurse V (20-Year Scale)		1872	Hourly	56.705	58.874	61.363	63.776	66.411	68.993	71.683	74.550			
						Monthly	8,845.980	9,184.344	9,572.628	9,949.056	10,360.116	10,762.908	11,182.548	11,629.800			
						Annual	106,151.760	110,212.128	114,871.536	119,388.672	124,321.392	129,154.896	134,190.576	139,557.600			
90	N5	***	Weekend Worker - Nurse V (25-Year Scale)		1872	Hourly	58.406	60.640	63.204	65.689	68.403	71.063	73.833	76.787			
						Monthly	9,111.336	9,459.840	9,859.824	10,247.484	10,670.868	11,085.828	11,517.948	11,978.772			
						Annual	109,336.032	113,518.080	118,317.888	122,969.808	128,050.416	133,029.936	138,215.376	143,745.264			

A1. Effective April 1, 2025

Hourly Rates include a 2.75% General Wage Increase. Other Market Adjustments as Noted
Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Row	Standard Grp No.	Note	Employer Classification	MOA	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25	
1	LPN	1	Licensed Practical Nurse	1	2015	Hourly	33.234	34.323	35.396	36.702	37.895	39.234	40.628	41.848	42.686	43.540	44.846
						Monthly	5,580.543	5,763.404	5,943.578	6,162.878	6,363.202	6,588.043	6,822.118	7,026.977	7,167.691	7,311.092	7,530.391
						Annual	66,966.510	69,160.845	71,322.940	73,954.530	76,358.425	79,056.510	81,865.420	84,323.720	86,012.290	87,733.100	90,364.690
2	UNE		UNE, UNE – IEN/NREP, UNE-NREP		2015	Hourly	31.947										
						Monthly	5,364.434										
						Annual	64,373.205										
3	SIEN		SIEN		2015	Hourly	31.947										
						Monthly	5,364.434										
						Annual	64,373.205										
4	N2		Nurse II		2015	Hourly	41.733	43.191	44.652	46.173	47.665	49.208	50.191	51.196	52.221	53.265	54.862
						Monthly	7,007.666	7,252.489	7,497.815	7,753.216	8,003.748	8,262.843	8,427.905	8,596.662	8,768.776	8,944.081	9,212.244
						Annual	84,091.995	87,029.865	89,973.780	93,038.595	96,044.975	99,154.120	101,134.865	103,159.940	105,225.315	107,328.975	110,546.930
5	N2		Nurse II (15-Year Scale)		2015	Hourly	42.567	44.055	45.545	47.096	48.618	50.192	51.195	52.221			
						Monthly	7,147.709	7,397.569	7,647.765	7,908.203	8,163.773	8,428.073	8,596.494	8,768.776			
						Annual	85,772.505	88,770.825	91,773.175	94,898.440	97,965.270	101,136.880	103,157.925	105,225.315			
6	N2		Nurse II (20-Year Scale)		2015	Hourly	43.419	44.937	46.456	48.039	49.590	51.196	52.220	53.265			
						Monthly	7,290.774	7,545.671	7,800.737	8,066.549	8,326.988	8,596.662	8,768.608	8,944.081			
						Annual	87,489.285	90,548.055	93,608.840	96,798.585	99,923.850	103,159.940	105,223.300	107,328.975			
7	N2		Nurse II (25-Year Scale)		2015	Hourly	44.722	46.285	47.850	49.480	51.078	52.732	53.787	54.862			
						Monthly	7,509.569	7,772.023	8,034.813	8,308.517	8,576.848	8,854.582	9,031.734	9,212.244			
						Annual	90,114.830	93,264.275	96,417.750	99,702.200	102,922.170	106,254.980	108,380.805	110,546.930			
8	CRN	1	CRN/Charge Nurse	1	2015	Hourly	44.241	45.760	47.312	48.878	50.372	51.958	53.280	54.344	55.431	56.539	58.235
						Monthly	7,428.801	7,683.867	7,944.473	8,207.431	8,458.298	8,724.614	8,946.600	9,125.263	9,307.789	9,493.840	9,778.627
						Annual	89,145.615	92,206.400	95,333.680	98,489.170	101,499.580	104,695.370	107,359.200	109,503.160	111,693.465	113,926.085	117,343.525
9	CRN	1	CRN/Charge Nurse (15-Year Scale)	1	2015	Hourly	45.127	46.675	48.259	49.856	51.379	52.997	54.346	55.431			
						Monthly	7,577.575	7,837.510	8,103.490	8,371.653	8,627.390	8,899.080	9,125.599	9,307.789			
						Annual	90,930.905	94,050.125	97,241.885	100,459.840	103,528.685	106,788.955	109,507.190	111,693.465			
10	CRN	1	CRN/Charge Nurse (20-Year Scale)	1	2015	Hourly	46.029	47.609	49.224	50.853	52.407	54.057	55.433	56.539			
						Monthly	7,729.036	7,994.345	8,265.530	8,539.066	8,800.009	9,077.071	9,308.125	9,493.840			
						Annual	92,748.435	95,932.135	99,186.360	102,468.795	105,600.105	108,924.855	111,697.495	113,926.085			
11	CRN	1	CRN/Charge Nurse (25-Year Scale)	1	2015	Hourly	47.411	49.037	50.700	52.379	53.979	55.679	57.095	58.235			
						Monthly	7,961.097	8,234.130	8,513.375	8,795.307	9,063.974	9,349.432	9,587.202	9,778.627			
						Annual	95,533.165	98,809.555	102,160.500	105,543.685	108,767.685	112,193.185	115,046.425	117,343.525			
12	N3		Nurse III		2015	Hourly	43.321	44.781	46.308	47.795	49.176	50.682	52.238	53.283	54.349	55.436	57.099
						Monthly	7,274.318	7,519.476	7,775.885	8,025.577	8,257.470	8,510.353	8,771.631	8,947.104	9,126.103	9,308.628	9,587.874
						Annual	87,291.815	90,233.715	93,310.620	96,306.925	99,089.640	102,124.230	105,259.570	107,365.245	109,513.235	111,703.540	115,054.485
13	N3		Nurse III (15-Year Scale)		2015	Hourly	44.188	45.676	47.234	48.751	50.159	51.697	53.283	54.349			
						Monthly	7,419.902	7,669.762	7,931.376	8,186.105	8,422.532	8,680.788	8,947.104	9,126.103			
						Annual	89,038.820	92,037.140	95,176.510	98,233.265	101,070.385	104,169.455	107,365.245	109,513.235			
14	N3		Nurse III (20-Year Scale)		2015	Hourly	45.071	46.590	48.178	49.726	51.162	52.730	54.349	55.436			
						Monthly	7,568.172	7,823.238	8,089.889	8,349.824	8,590.953	8,854.246	9,126.103	9,308.628			
						Annual	90,818.065	93,878.850	97,078.670	100,197.890	103,091.430	106,250.950	109,513.235	111,703.540			
15	N3		Nurse III (25-Year Scale)		2015	Hourly	46.423	47.987	49.624	51.218	52.697	54.313	55.979	57.099			
						Monthly	7,795.195	8,057.817	8,332.697	8,600.356	8,848.705	9,120.058	9,399.807	9,587.874			
						Annual	93,542.345	96,693.805	99,992.360	103,204.270	106,184.455	109,440.695	112,797.685	115,054.485			

A1. Effective April 1, 2026

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Row	Standard Grp No.	Note	Employer Classification	MOA	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25	
16	N4		Nurse IV		2015	Hourly	47.537	49.297	51.059	52.980	55.181	57.315	59.647	62.075	63.316	64.583	66.522
						Monthly	7,982.255	8,277.788	8,573.657	8,896.225	9,265.810	9,624.144	10,015.725	10,423.427	10,631.812	10,844.562	11,170.153
						Annual	95,787.055	99,333.455	102,883.885	106,754.700	111,189.715	115,489.725	120,188.705	125,081.125	127,581.740	130,134.745	134,041.830
17	N4		Nurse IV (15-Year Scale)		2015	Hourly	48.487	50.284	52.080	54.039	56.285	58.462	60.840	63.316			
						Monthly	8,141.775	8,443.522	8,745.100	9,074.049	9,451.190	9,816.744	10,216.050	10,631.812			
						Annual	97,701.305	101,322.260	104,941.200	108,888.585	113,414.275	117,800.930	122,592.600	127,581.740			
18	N4		Nurse IV (20-Year Scale)		2015	Hourly	49.456	51.289	53.121	55.119	57.411	59.631	62.058	64.583			
						Monthly	8,304.487	8,612.278	8,919.901	9,255.399	9,640.264	10,013.039	10,420.573	10,844.562			
						Annual	99,653.840	103,347.335	107,038.815	111,064.785	115,683.165	120,156.465	125,046.870	130,134.745			
19	N4		Nurse IV (25-Year Scale)		2015	Hourly	50.941	52.828	54.716	56.773	59.133	61.420	63.919	66.522			
						Monthly	8,553.843	8,870.702	9,187.728	9,533.133	9,929.416	10,313.442	10,733.065	11,170.153			
						Annual	102,646.115	106,448.420	110,252.740	114,397.595	119,152.995	123,761.300	128,796.785	134,041.830			
20	N5		Nurse V		2015	Hourly	48.717	50.580	52.718	54.792	57.056	59.273	61.584	64.047	65.329	66.635	68.634
						Monthly	8,180.396	8,493.225	8,852.231	9,200.490	9,580.653	9,952.925	10,340.980	10,754.559	10,969.828	11,189.127	11,524.793
						Annual	98,164.755	101,918.700	106,226.770	110,405.880	114,967.840	119,435.095	124,091.760	129,054.705	131,637.935	134,269.525	138,297.510
21	N5		Nurse V (15-Year Scale)		2015	Hourly	49.691	51.593	53.772	55.887	58.196	60.459	62.816	65.329			
						Monthly	8,343.947	8,663.325	9,029.215	9,384.359	9,772.078	10,152.074	10,547.853	10,969.828			
						Annual	100,127.365	103,959.895	108,350.580	112,612.305	117,264.940	121,824.885	126,574.240	131,637.935			
22	N5		Nurse V (20-Year Scale)		2015	Hourly	50.685	52.624	54.848	57.004	59.360	61.668	64.072	66.635			
						Monthly	8,510.856	8,836.447	9,209.893	9,571.922	9,967.533	10,355.085	10,758.577	11,189.127			
						Annual	102,130.275	106,037.360	110,518.720	114,863.060	119,610.400	124,261.020	129,105.080	134,269.525			
23	N5		Nurse V (25-Year Scale)		2015	Hourly	52.207	54.203	56.493	58.715	61.142	63.518	65.994	68.634			
						Monthly	8,766.425	9,101.587	9,486.116	9,859.227	10,266.761	10,665.731	11,081.493	11,524.793			
						Annual	105,197.105	109,219.045	113,833.395	118,310.725	123,201.130	127,988.770	132,977.910	138,297.510			
24	NP		Nurse Practitioner		2015	Hourly	65.555	68.251	70.942	73.848	76.063	78.346			79.913	81.511	83.957
						Monthly	11,007.777	11,460.480	11,912.344	12,400.310	12,772.245	13,155.599			13,418.725	13,687.055	14,097.780
						Annual	132,093.325	137,525.765	142,948.130	148,803.720	153,266.945	157,867.190			161,024.695	164,244.665	169,173.355
25	NP		Nurse Practitioner (15-Year Scale)		2015	Hourly	66.868	69.617	72.362	75.325	77.585	79.913					
						Monthly	11,228.252	11,689.855	12,150.786	12,648.323	13,027.815	13,418.725					
						Annual	134,739.020	140,278.255	145,809.430	151,779.875	156,333.775	161,024.695					
26	NP		Nurse Practitioner (20-Year Scale)		2015	Hourly	68.205	71.009	73.809	76.831	79.136	81.511					
						Monthly	11,452.756	11,923.595	12,393.761	12,901.205	13,288.253	13,687.055					
						Annual	137,433.075	143,083.135	148,725.135	154,814.465	159,459.040	164,244.665					
27	NP		Nurse Practitioner (25-Year Scale)		2015	Hourly	70.250	73.139	76.022	79.136	81.510	83.957					
						Monthly	11,796.146	12,281.257	12,765.361	13,288.253	13,686.888	14,097.780					
						Annual	141,553.750	147,375.085	153,184.330	159,459.040	164,242.650	169,173.355					
28	LPN	1	Weekend Worker - Licensed Practical Nurse	1	2015	Hourly	39.760	41.062	42.345	43.906	45.337	46.934	48.608	50.064	51.065	52.086	53.648
						Monthly	6,676.367	6,894.994	7,110.431	7,372.549	7,612.838	7,881.001	8,162.093	8,406.580	8,574.665	8,746.108	9,008.393
						Annual	80,116.400	82,739.930	85,325.175	88,470.590	91,354.055	94,572.010	97,945.120	100,878.960	102,895.975	104,953.290	108,102.720
29	LPN	1	Weekend Worker - Licensed Practical Nurse (PIO)	1	1872	Hourly	42.797	44.199	45.580	47.260	48.803	50.520	52.321	53.889	54.965	56.065	57.747
						Monthly	6,676.332	6,895.044	7,110.480	7,372.560	7,613.268	7,881.120	8,162.076	8,406.684	8,574.540	8,746.140	9,008.532
						Annual	80,115.984	82,740.528	85,325.760	88,470.720	91,359.216	94,573.440	97,944.912	100,880.208	102,894.480	104,953.680	108,102.384
30	N2		Weekend Worker - Nurse II		2015	Hourly	49.435	51.160	52.891	54.694	56.456	58.287	59.453	60.641	61.854	63.091	64.984
						Monthly	8,300.960	8,590.617	8,881.280	9,184.034	9,479.903	9,787.359	9,983.150	10,182.635	10,386.318	10,594.030	10,911.897
						Annual	99,611.525	103,087.400	106,575.365	110,208.410	113,758.840	117,448.305	119,797.795	122,191.615	124,635.810	127,128.365	130,942.760

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46	N3		Weekend Worker - Nurse III		2015	Hourly	51.313	53.045	54.851	56.612	58.250	60.034	61.877	63.114	64.377	65.665	67.634
						Monthly	8,616.308	8,907.140	9,210.397	9,506.098	9,781.146	10,080.709	10,390.180	10,597.893	10,809.971	11,026.248	11,356.876
						Annual	103,395.695	106,885.675	110,524.765	114,073.180	117,373.750	120,968.510	124,682.155	127,174.710	129,719.655	132,314.975	136,282.510
47	N3		Weekend Worker - Nurse III (15 Year Scale)		2015	Hourly	52.339	54.106	55.949	57.744	59.415	61.235	63.114	64.377			
						Monthly	8,788.590	9,085.299	9,394.770	9,696.180	9,976.769	10,282.377	10,597.893	10,809.971			
						Annual	105,463.085	109,023.590	112,737.235	116,354.160	119,721.225	123,388.525	127,174.710	129,719.655			
48	N3		Weekend Worker - Nurse III (20 Year Scale)		2015	Hourly	53.386	55.187	57.067	58.898	60.603	62.459	64.377	65.665			
						Monthly	8,964.399	9,266.817	9,582.500	9,889.956	10,176.254	10,487.907	10,809.971	11,026.248			
						Annual	107,572.790	111,201.805	114,990.005	118,679.470	122,115.045	125,854.885	129,719.655	132,314.975			
49	N3		Weekend Worker - Nurse III (25 Year Scale)		2015	Hourly	54.988	56.843	58.779	60.666	62.421	64.334	66.308	67.634			
						Monthly	9,233.402	9,544.887	9,869.974	10,186.833	10,481.526	10,802.751	11,134.218	11,356.876			
						Annual	110,800.820	114,538.645	118,439.685	122,241.990	125,778.315	129,633.010	133,610.620	136,282.510			
50	N3		Weekend Worker - Nurse III (PIO)	1872	Hourly	55.233	57.097	59.041	60.937	62.698	64.620	66.604	67.935	69.294	70.681	72.801	
					Monthly	8,616.348	8,907.132	9,210.396	9,506.172	9,780.888	10,080.720	10,390.224	10,597.860	10,809.864	11,026.236	11,356.956	
					Annual	103,396.176	106,885.584	110,524.752	114,074.064	117,370.656	120,968.640	124,682.688	127,174.320	129,718.368	132,314.832	136,283.472	
51	N3		Weekend Worker - Nurse III (15-Year Scale) (PIO)	1872	Hourly	56.338	58.238	60.222	62.156	63.953	65.913	67.936	69.294				
					Monthly	8,788.728	9,085.128	9,394.632	9,696.336	9,976.668	10,282.428	10,598.016	10,809.864				
					Annual	105,464.736	109,021.536	112,735.584	116,356.032	119,720.016	123,389.136	127,176.192	129,718.368				
52	N3		Weekend Worker - Nurse III (20-Year Scale) (PIO)	1872	Hourly	57.465	59.404	61.426	63.400	65.232	67.231	69.295	70.681				
					Monthly	8,964.540	9,267.024	9,582.456	9,890.400	10,176.192	10,488.036	10,810.220	11,026.236				
					Annual	107,574.480	111,204.288	114,989.472	118,684.800	122,114.304	125,856.432	129,720.240	132,314.832				
53	N3		Weekend Worker - Nurse III (25-Year Scale) (PIO)	1872	Hourly	59.189	61.186	63.269	65.302	67.189	69.248	71.374	72.801				
					Monthly	9,233.484	9,545.016	9,869.964	10,187.112	10,481.484	10,802.688	11,134.344	11,356.956				
					Annual	110,801.808	114,540.192	118,439.568	122,245.344	125,777.808	129,632.256	133,612.128	136,283.472				
54	N4		Weekend Worker - Nurse IV	2015	Hourly	54.664	56.690	58.716	60.926	63.459	65.914	68.593	71.385	72.813	74.269	76.497	
					Monthly	9,178.997	9,519.196	9,859.395	10,230.491	10,655.824	11,068.059	11,517.908	11,986.731	12,226.516	12,471.003	12,845.121	
					Annual	110,147.960	114,230.350	118,312.740	122,765.890	127,869.885	132,816.710	138,214.895	143,840.775	146,718.195	149,652.035	154,141.455	
55	N4		Weekend Worker - Nurse IV (15 Year Scale)	2015	Hourly	55.758	57.824	59.890	62.144	64.728	67.232	69.965	72.813				
					Monthly	9,362.698	9,709.613	10,056.529	10,435.013	10,868.910	11,289.373	11,748.290	12,226.516				
					Annual	112,352.370	116,515.360	120,678.350	125,220.160	130,426.920	135,472.480	140,979.475	146,718.195				
56	N4		Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	56.874	58.981	61.088	63.386	66.023	68.577	71.364	74.269				
					Monthly	9,550.093	9,903.893	10,257.693	10,643.566	11,086.362	11,515.221	11,983.205	12,471.003				
					Annual	114,601.110	118,846.715	123,092.320	127,722.790	133,036.345	138,182.655	143,798.460	149,652.035				
57	N4		Weekend Worker - Nurse IV (25 Year Scale)	2015	Hourly	58.579	60.750	62.922	65.288	68.004	70.634	73.505	76.497				
					Monthly	9,836.390	10,200.938	10,565.653	10,962.943	11,419.005	11,860.626	12,342.715	12,845.121				
					Annual	118,036.685	122,411.250	126,787.830	131,555.320	137,028.060	142,327.510	148,112.575	154,141.455				
58	N4		Weekend Worker - Nurse IV (PIO)	1872	Hourly	58.840	61.020	63.202	65.579	68.308	70.949	73.833	76.839	78.376	79.942	82.341	
					Monthly	9,179.040	9,519.120	9,859.512	10,230.324	10,656.048	11,068.044	11,517.948	11,986.884	12,226.656	12,470.952	12,845.196	
					Annual	110,148.480	114,229.440	118,314.144	122,763.888	127,872.576	132,816.528	138,215.376	143,842.608	146,719.872	149,651.424	154,142.352	
59	N4		Weekend Worker - Nurse IV (15-Year Scale) (PIO)	1872	Hourly	60.016	62.240	64.466	66.890	69.673	72.368	75.309	78.376				
					Monthly	9,362.496	9,709.440	10,056.696	10,434.840	10,868.988	11,289.408	11,748.204	12,226.656				
					Annual	112,349.952	116,513.280	120,680.352	125,218.080	130,427.856	135,472.896	140,978.448	146,719.872				
60	N4		Weekend Worker - Nurse IV (20-Year Scale) (PIO)	1872	Hourly	61.217	63.485	65.755	68.228	71.068	73.816	76.815	79.942				
					Monthly	9,549.852	9,903.660	10,257.780	10,643.568	11,086.608	11,515.296	11,983.140	12,470.952				
					Annual	114,598.224	118,843.920	123,093.360	127,722.816	133,039.296	138,183.552	143,797.680	149,651.424				

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61	N4		Weekend Worker - Nurse IV (25-Year Scale) (PIO)		1872	Hourly	63.052	65.390	67.728	70.275	73.200	76.030	79.119	82.341			
						Monthly	9,836.112	10,200.840	10,565.568	10,962.900	11,419.200	11,860.680	12,342.564	12,845.196			
						Annual	118,033.344	122,410.080	126,786.816	131,554.800	137,030.400	142,328.160	148,110.768	154,142.352			
62	N5		Weekend Worker - Nurse V		2015	Hourly	56.024	58.168	60.627	63.011	65.614	68.163	70.819	73.652	75.125	76.628	78.927
						Monthly	9,407.363	9,767.377	10,180.284	10,580.597	11,017.684	11,445.704	11,891.690	12,367.398	12,614.740	12,867.118	13,253.159
						Annual	112,888.360	117,208.520	122,163.405	126,967.165	132,212.210	137,348.445	142,700.285	148,408.780	151,376.875	154,405.420	159,037.905
63	N5		Weekend Worker - Nurse V (15 Year Scale)		2015	Hourly	57.144	59.332	61.840	64.272	66.926	69.527	72.235	75.125			
						Monthly	9,595.430	9,962.832	10,383.967	10,792.340	11,237.991	11,674.742	12,129.460	12,614.740			
						Annual	115,145.160	119,553.980	124,607.600	129,508.080	134,855.890	140,096.905	145,553.525	151,376.875			
64	N5		Weekend Worker - Nurse V (20 Year Scale)		2015	Hourly	58.288	60.519	63.077	65.557	68.265	70.918	73.680	76.628			
						Monthly	9,787.527	10,162.149	10,591.680	11,008.113	11,462.831	11,908.314	12,372.100	12,867.118			
						Annual	117,450.320	121,945.785	127,100.155	132,097.355	137,553.975	142,899.770	148,465.200	154,405.420			
65	N5		Weekend Worker - Nurse V (25 Year Scale)		2015	Hourly	60.036	62.334	64.969	67.525	70.313	73.045	75.890	78.927			
						Monthly	10,081.045	10,466.918	10,909.378	11,338.573	11,806.725	12,265.473	12,743.196	13,253.159			
						Annual	120,972.540	125,603.010	130,912.535	136,062.875	141,680.695	147,185.675	152,918.350	159,037.905			
66	N5		Weekend Worker - Nurse V (PIO)		1872	Hourly	60.303	62.613	65.259	67.824	70.626	73.370	76.230	79.279	80.864	82.481	84.956
						Monthly	9,407.268	9,767.628	10,180.404	10,580.544	11,017.656	11,445.720	11,891.880	12,367.524	12,614.784	12,867.036	13,253.136
						Annual	112,887.216	117,211.536	122,164.848	126,966.528	132,211.872	137,348.640	142,702.560	148,410.288	151,377.408	154,404.432	159,037.632
67	N5		Weekend Worker - Nurse V (15-Year Scale) (PIO)		1872	Hourly	61.510	63.864	66.564	69.182	72.039	74.839	77.755	80.864			
						Monthly	9,595.560	9,962.784	10,383.984	10,792.392	11,238.084	11,674.884	12,129.780	12,614.784			
						Annual	115,146.720	119,553.408	124,607.808	129,508.704	134,857.008	140,098.608	145,557.360	151,377.408			
68	N5		Weekend Worker - Nurse V (20-Year Scale) (PIO)		1872	Hourly	62.739	65.142	67.895	70.565	73.479	76.335	79.310	82.481			
						Monthly	9,787.284	10,162.152	10,591.620	11,008.140	11,462.724	11,908.260	12,372.360	12,867.036			
						Annual	117,447.408	121,945.824	127,099.440	132,097.680	137,552.688	142,899.120	148,468.320	154,404.432			
69	N5		Weekend Worker - Nurse V (25-Year Scale) (PIO)		1872	Hourly	64.621	67.096	69.932	72.682	75.684	78.625	81.689	84.956			
						Monthly	10,080.876	10,466.976	10,909.392	11,338.392	11,806.704	12,265.500	12,743.484	13,253.136			
						Annual	120,970.512	125,603.712	130,912.704	136,060.704	141,680.448	147,186.000	152,921.808	159,037.632			
70	LPN	1	Weekend Worker - Licensed Practical Nurse	1	1872	Hourly	40.935	42.278	43.600	45.207	46.677	48.326	50.044	51.547	52.578	53.631	55.240
						Monthly	6,385.860	6,595.368	6,801.600	7,052.292	7,281.612	7,538.856	7,806.864	8,041.332	8,202.168	8,366.436	8,617.440
						Annual	76,630.320	79,144.416	81,619.200	84,627.504	87,379.344	90,466.272	93,682.368	96,495.984	98,426.016	100,397.232	103,409.280
71	N2	1	Weekend Worker - Nurse II		1872	Hourly	50.894	52.674	54.455	56.310	58.129	60.011	61.211	62.436	63.686	64.959	66.908
						Monthly	7,939.464	8,217.144	8,494.980	8,784.360	9,068.124	9,361.716	9,548.916	9,740.016	9,935.016	10,133.604	10,437.648
						Annual	95,273.568	98,605.728	101,939.760	105,412.320	108,817.488	112,340.592	114,586.992	116,880.192	119,220.192	121,603.248	125,251.776
72	N2		Weekend Worker - Nurse II (15-Year Scale)		1872	Hourly	51.913	53.727	55.544	57.436	59.293	61.212	62.434	63.685			
						Monthly	8,098.428	8,381.412	8,664.864	8,960.016	9,249.708	9,549.072	9,739.704	9,934.860			
						Annual	97,181.136	100,576.944	103,978.368	107,520.192	110,996.496	114,588.864	116,876.448	119,218.320			
73	N2		Weekend Worker - Nurse II (20-Year Scale)		1872	Hourly	52.951	54.801	56.655	58.584	60.480	62.436	63.684	64.959			
						Monthly	8,260.356	8,548.956	8,838.180	9,139.104	9,434.880	9,740.016	9,934.704	10,133.604			
						Annual	99,124.272	102,587.472	106,058.160	109,669.248	113,218.560	116,880.192	119,216.448	121,603.248			
74	N2		Weekend Worker - Nurse II (25-Year Scale)		1872	Hourly	54.540	56.445	58.355	60.343	62.293	64.309	65.593	66.908			
						Monthly	8,508.240	8,805.420	9,103.380	9,413.508	9,717.708	10,032.204	10,232.508	10,437.648			
						Annual	102,098.880	105,665.040	109,240.560	112,962.096	116,612.496	120,386.448	122,790.096	125,251.776			
75	CRN	1	Weekend Worker - CRN/Charge Nurse	1	1872	Hourly	54.494	56.364	58.277	60.206	62.045	63.999	65.627	66.938	68.276	69.642	71.731
						Monthly	8,501.064	8,792.784	9,091.212	9,392.136	9,679.020	9,983.844	10,237.812	10,442.328	10,651.056	10,864.152	11,190.036
						Annual	102,012.768	105,513.408	109,094.544	112,705.632	116,148.240	119,806.128	122,853.744	125,307.936	127,812.672	130,369.824	134,280.432

A1. Effective April 1, 2026

Hourly Rates include a 3.00% General Wage Increase. Other Market Adjustments as Noted

Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Row	Standard Grp No.	Note	Employer Classification	MOA	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25
76	CRN	1	Weekend Worker - CRN/Charge Nurse (15-Year Scale)	1	1872	Hourly	55.584	57.492	59.443	61.410	63.285	65.280	66.940	68.277			
						Monthly	8,671.104	8,968.752	9,273.108	9,579.960	9,872.460	10,183.680	10,442.640	10,651.212			
						Annual	104,053.248	107,625.024	111,277.296	114,959.520	118,469.520	122,204.160	125,311.680	127,814.544			
77	CRN	1	Weekend Worker - CRN/Charge Nurse (20-Year Scale)	1	1872	Hourly	56.696	58.642	60.631	62.639	64.551	66.585	68.279	69.643			
						Monthly	8,844.576	9,148.152	9,458.436	9,771.684	10,069.956	10,387.260	10,651.524	10,864.308			
						Annual	106,134.912	109,777.824	113,501.232	117,260.208	120,839.472	124,647.120	127,818.288	130,371.696			
78	CRN	1	Weekend Worker - CRN/Charge Nurse (25-Year Scale)	1	1872	Hourly	58.396	60.401	62.450	64.517	66.487	68.583	70.327	71.732			
						Monthly	9,109.776	9,422.556	9,742.200	10,064.652	10,371.972	10,698.948	10,971.012	11,190.192			
						Annual	109,317.312	113,070.672	116,906.400	120,775.824	124,463.664	128,387.376	131,652.144	134,282.304			
79	N3	1	Weekend Worker - Nurse III		1872	Hourly	52.833	54.612	56.475	58.289	59.973	61.809	63.707	64.982	66.281	67.607	69.635
						Monthly	8,241.948	8,519.472	8,810.100	9,093.084	9,355.788	9,642.204	9,938.292	10,137.192	10,339.836	10,546.692	10,863.060
						Annual	98,903.376	102,233.664	105,721.200	109,117.008	112,269.456	115,706.448	119,259.504	121,646.304	124,078.032	126,560.304	130,356.720
80	N3		Weekend Worker - Nurse III (15-Year Scale)		1872	Hourly	53.889	55.703	57.605	59.455	61.173	63.045	64.982	66.281			
						Monthly	8,406.684	8,689.668	8,986.380	9,274.980	9,542.988	9,835.020	10,137.192	10,339.836			
						Annual	100,880.208	104,276.016	107,836.560	111,299.760	114,515.856	118,020.240	121,646.304	124,078.032			
81	N3		Weekend Worker - Nurse III (20-Year Scale)		1872	Hourly	54.966	56.818	58.757	60.644	62.395	64.306	66.281	67.607			
						Monthly	8,574.696	8,863.608	9,166.092	9,460.464	9,733.620	10,031.736	10,339.836	10,546.692			
						Annual	102,896.352	106,363.296	109,993.104	113,525.568	116,803.440	120,380.832	124,078.032	126,560.304			
82	N3		Weekend Worker - Nurse III (25-Year Scale)		1872	Hourly	56.615	58.524	60.521	62.463	64.268	66.235	68.269	69.634			
						Monthly	8,831.940	9,129.744	9,441.276	9,744.228	10,025.808	10,332.660	10,649.964	10,862.904			
						Annual	105,983.280	109,556.928	113,295.312	116,930.736	120,309.696	123,991.920	127,799.568	130,354.848			
83	N4	1	Weekend Worker - Nurse IV		1872	Hourly	56.285	58.369	60.455	62.729	65.336	67.863	70.624	73.499	74.969	76.468	78.763
						Monthly	8,780.460	9,105.564	9,430.980	9,785.724	10,192.416	10,586.628	11,017.344	11,465.844	11,695.164	11,929.008	12,287.028
						Annual	105,365.520	109,266.768	113,171.760	117,428.688	122,308.992	127,039.536	132,208.128	137,590.128	140,341.968	143,148.096	147,444.336
84	N4		Weekend Worker - Nurse IV (15-Year Scale)		1872	Hourly	57.411	59.536	61.663	63.984	66.643	69.220	72.037	74.969			
						Monthly	8,956.116	9,287.616	9,619.428	9,981.504	10,396.308	10,798.320	11,237.772	11,695.164			
						Annual	107,473.392	111,451.392	115,433.136	119,778.048	124,755.696	129,579.840	134,853.264	140,341.968			
85	N4		Weekend Worker - Nurse IV (20-Year Scale)		1872	Hourly	58.560	60.727	62.896	65.263	67.975	70.604	73.477	76.468			
						Monthly	9,135.360	9,473.412	9,811.776	10,181.028	10,604.100	11,014.224	11,462.412	11,929.008			
						Annual	109,624.320	113,680.944	117,741.312	122,172.336	127,249.200	132,170.688	137,548.944	143,148.096			
86	N4		Weekend Worker - Nurse IV (25-Year Scale)		1872	Hourly	60.316	62.548	64.783	67.221	70.014	72.722	75.682	78.763			
						Monthly	9,409.296	9,757.488	10,106.148	10,486.476	10,922.184	11,344.632	11,806.392	12,287.028			
						Annual	112,911.552	117,089.856	121,273.776	125,837.712	131,066.208	136,135.584	141,676.704	147,444.336			
87	N5	1	Weekend Worker - Nurse V		1872	Hourly	57.682	59.888	62.420	64.875	67.555	70.182	72.918	75.835	77.351	78.898	81.266
						Monthly	8,998.392	9,342.528	9,737.520	10,120.500	10,538.580	10,948.392	11,375.208	11,830.260	12,066.756	12,308.088	12,677.496
						Annual	107,980.704	112,110.336	116,850.240	121,446.000	126,462.960	131,380.704	136,502.496	141,963.120	144,801.072	147,697.056	152,129.952
88	N5		Weekend Worker - Nurse V (15-Year Scale)		1872	Hourly	58.836	61.086	63.668	66.171	68.906	71.585	74.376	77.351			
						Monthly	9,178.416	9,529.416	9,932.208	10,322.676	10,749.336	11,167.260	11,602.656	12,066.756			
						Annual	110,140.992	114,352.992	119,186.496	123,872.112	128,992.032	134,007.120	139,231.872	144,801.072			
89	N5		Weekend Worker - Nurse V (20-Year Scale)		1872	Hourly	60.012	62.308	64.942	67.496	70.284	73.017	75.864	78.898			
						Monthly	9,361.872	9,720.048	10,130.952	10,529.376	10,964.304	11,390.652	11,834.784	12,308.088			
						Annual	112,342.464	116,640.576	121,571.424	126,352.512	131,571.648	136,687.824	142,017.408	147,697.056			
90	N5		Weekend Worker - Nurse V (25-Year Scale)		1872	Hourly	61.812	64.177	66.890	69.520	72.393	75.208	78.139	81.266			
						Monthly	9,642.672	10,011.612	10,434.840	10,845.120	11,293.308	11,732.448	12,189.684	12,677.496			
						Annual	115,712.064	120,139.344	125,218.080	130,141.440	135,519.696	140,789.376	146,276.208	152,129.952			

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Row	Standard Grp No.	Note	Employer Classification	MOA	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25		
1	LPN		Licensed Practical Nurse		2015	Hourly	35.610	36.777	37.927	39.326	40.605	42.039	43.533	44.840	45.738	46.654	48.053	
						Monthly	5,979.513	6,175.471	6,368.575	6,603.491	6,818.256	7,059.049	7,309.916	7,529.383	7,680.173	7,833.984	8,068.900	
						Annual	71,754.150	74,105.655	76,422.905	79,241.890	81,819.075	84,708.585	87,718.995	90,352.600	92,162.070	94,007.810	96,826.795	
2	UNE		UNE, UNE – IEN/NREP, UNE-NREP		2015	Hourly	33.892											
						Monthly	5,691.032											
						Annual	68,292.380											
3	SIEN		SIEN		2015	Hourly	33.892											
						Monthly	5,691.032											
						Annual	68,292.380											
4	N2		Nurse II		2015	Hourly	44.275	45.822	47.372	48.985	50.568	52.205	53.248	54.314	55.402	56.509	58.203	
						Monthly	7,434.510	7,694.278	7,954.548	8,225.398	8,491.210	8,766.090	8,941.227	9,120.226	9,302.919	9,488.803	9,773.254	
						Annual	89,214.125	92,331.330	95,454.580	98,704.775	101,894.520	105,193.075	107,294.720	109,442.710	111,635.030	113,865.635	117,279.045	
5	N2		Nurse II (15-Year Scale)		2015	Hourly	45.159	46.738	48.318	49.964	51.579	53.249	54.313	55.402				
						Monthly	7,582.949	7,848.089	8,113.398	8,389.788	8,660.974	8,941.395	9,120.058	9,302.919				
						Annual	90,995.385	94,177.070	97,360.770	100,677.460	103,931.685	107,296.735	109,440.695	111,635.030				
6	N2		Nurse II (20-Year Scale)		2015	Hourly	46.064	47.674	49.286	50.964	52.610	54.314	55.401	56.509				
						Monthly	7,734.913	8,005.259	8,275.941	8,557.705	8,834.096	9,120.226	9,302.751	9,488.803				
						Annual	92,818.960	96,063.110	99,311.290	102,692.460	106,009.150	109,442.710	111,633.015	113,865.635				
7	N2		Nurse II (25-Year Scale)		2015	Hourly	47.446	49.104	50.765	52.493	54.188	55.943	57.063	58.203				
						Monthly	7,966.974	8,245.380	8,524.290	8,814.450	9,099.068	9,393.762	9,581.829	9,773.254				
						Annual	95,603.690	98,944.560	102,291.475	105,773.395	109,188.820	112,725.145	114,981.945	117,279.045				
8	CRN		CRN/Charge Nurse		2015	Hourly	47.405	49.032	50.696	52.373	53.974	55.674	57.090	58.230	59.395	60.583	62.399	
						Monthly	7,960.090	8,233.290	8,512.703	8,794.300	9,063.134	9,348.593	9,586.363	9,777.788	9,973.410	10,172.895	10,477.832	
						Annual	95,521.075	98,799.480	102,152.440	105,531.595	108,757.610	112,183.110	115,036.350	117,333.450	119,680.925	122,074.745	125,733.985	
9	CRN		CRN/Charge Nurse (15-Year Scale)		2015	Hourly	48.354	50.013	51.710	53.421	55.054	56.787	58.232	59.395				
						Monthly	8,119.443	8,398.016	8,682.971	8,970.276	9,244.484	9,535.484	9,778.123	9,973.410				
						Annual	97,433.310	100,776.195	104,195.650	107,643.315	110,933.810	114,425.805	117,337.480	119,680.925				
10	CRN		CRN/Charge Nurse (20-Year Scale)		2015	Hourly	49.321	51.014	52.744	54.489	56.155	57.922	59.397	60.583				
						Monthly	8,281.818	8,566.101	8,856.597	9,149.611	9,429.360	9,726.069	9,973.746	10,172.895				
						Annual	99,381.815	102,793.210	106,279.160	109,795.335	113,152.325	116,712.830	119,684.955	122,074.745				
11	CRN		CRN/Charge Nurse (25-Year Scale)		2015	Hourly	50.802	52.543	54.325	56.125	57.839	59.661	61.178	62.399				
						Monthly	8,530.503	8,822.845	9,122.073	9,424.323	9,712.132	10,018.076	10,272.806	10,477.832				
						Annual	102,366.030	105,874.145	109,464.875	113,091.875	116,545.585	120,216.915	123,273.670	125,733.985				
12	N3		Nurse III		2015	Hourly	45.960	47.508	49.128	50.706	52.171	53.768	55.419	56.527	57.658	58.812	60.576	
						Monthly	7,717.450	7,977.385	8,249.410	8,514.383	8,760.380	9,028.543	9,305.774	9,491.825	9,681.739	9,875.515	10,171.720	
						Annual	92,609.400	95,728.620	98,992.920	102,172.590	105,124.565	108,342.520	111,669.285	113,901.905	116,180.870	118,506.180	122,060.640	
13	N3		Nurse III (15-Year Scale)		2015	Hourly	46.879	48.457	50.111	51.720	53.214	54.845	56.527	57.658				
						Monthly	7,871.765	8,136.738	8,414.472	8,684.650	8,935.518	9,209.390	9,491.825	9,681.739				
						Annual	94,461.185	97,640.855	100,973.665	104,215.800	107,226.210	110,512.675	113,901.905	116,180.870				
14	N3		Nurse III (20-Year Scale)		2015	Hourly	47.816	49.428	51.112	52.755	54.278	55.941	57.658	58.812				
						Monthly	8,029.103	8,299.785	8,582.557	8,858.444	9,114.181	9,393.426	9,681.739	9,875.515				
						Annual	96,349.240	99,597.420	102,990.680	106,301.325	109,370.170	112,721.115	116,180.870	118,506.180				
15	N3		Nurse III (25-Year Scale)		2015	Hourly	49.250	50.910	52.646	54.338	55.906	57.620	59.388	60.576				
						Monthly	8,269.896	8,548.638	8,840.141	9,124.256	9,387.549	9,675.358	9,972.235	10,171.720				
						Annual	99,238.750	102,583.650	106,081.690	109,491.070	112,650.590	116,104.300	119,666.820	122,060.640				

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Row	Standard Grp No.	Note	Employer Classification	MOA	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25	
16	N4		Nurse IV		2015	Hourly	48.963	50.776	52.591	54.569	56.836	59.034	61.436	63.937	65.215	66.520	68.518
						Monthly	8,221.704	8,526.137	8,830.905	9,163.045	9,543.712	9,912.793	10,316.128	10,736.088	10,950.685	11,169.817	11,505.314
						Annual	98,660.445	102,313.640	105,970.865	109,956.535	114,524.540	118,953.510	123,793.540	128,833.055	131,408.225	134,037.800	138,063.770
17	N4		Nurse IV (15-Year Scale)		2015	Hourly	49.942	51.793	53.642	55.660	57.974	60.216	62.665	65.215			
						Monthly	8,386.094	8,696.908	9,007.386	9,346.242	9,734.801	10,111.270	10,522.498	10,950.685			
						Annual	100,633.130	104,362.895	108,088.630	112,154.900	116,817.610	121,335.240	126,269.975	131,408.225			
18	N4		Nurse IV (20-Year Scale)		2015	Hourly	50.940	52.828	54.715	56.773	59.133	61.420	63.920	66.520			
						Monthly	8,553.675	8,870.702	9,187.560	9,533.133	9,929.416	10,313.442	10,733.233	11,169.817			
						Annual	102,644.100	106,448.420	110,250.725	114,397.595	119,152.995	123,761.300	128,798.800	134,037.800			
19	N4		Nurse IV (25-Year Scale)		2015	Hourly	52.469	54.413	56.357	58.476	60.907	63.263	65.837	68.518			
						Monthly	8,810.420	9,136.850	9,463.280	9,819.095	10,227.300	10,622.912	11,055.130	11,505.314			
						Annual	105,725.035	109,642.195	113,559.355	117,829.140	122,727.605	127,474.945	132,661.555	138,063.770			
20	N5		Nurse V		2015	Hourly	50.179	52.097	54.300	56.436	58.768	61.051	63.432	65.968	67.289	68.634	70.693
						Monthly	8,425.890	8,747.955	9,117.875	9,476.545	9,868.127	10,251.480	10,651.290	11,077.127	11,298.945	11,524.793	11,870.533
						Annual	101,110.685	104,975.455	109,414.500	113,718.540	118,417.520	123,017.765	127,815.480	132,925.520	135,587.335	138,297.510	142,446.395
21	N5		Nurse V (15-Year Scale)		2015	Hourly	51.182	53.141	55.385	57.564	59.942	62.273	64.700	67.289			
						Monthly	8,594.311	8,923.260	9,300.065	9,665.955	10,065.261	10,456.675	10,864.208	11,298.945			
						Annual	103,131.730	107,079.115	111,600.775	115,991.460	120,783.130	125,480.095	130,370.500	135,587.335			
22	N5		Nurse V (20-Year Scale)		2015	Hourly	52.206	54.203	56.493	58.714	61.141	63.518	65.994	68.634			
						Monthly	8,766.258	9,101.587	9,486.116	9,859.059	10,266.593	10,665.731	11,081.493	11,524.793			
						Annual	105,195.090	109,219.045	113,833.395	118,308.710	123,199.115	127,988.770	132,977.910	138,297.510			
23	N5		Nurse V (25-Year Scale)		2015	Hourly	53.773	55.829	58.188	60.476	62.976	65.424	67.974	70.693			
						Monthly	9,029.383	9,374.620	9,770.735	10,154.928	10,574.720	10,985.780	11,413.968	11,870.533			
						Annual	108,352.595	112,495.435	117,248.820	121,859.140	126,896.640	131,829.360	136,967.610	142,446.395			
24	NP		Nurse Practitioner		2015	Hourly	67.522	70.299	73.070	76.063	78.345	80.696			82.310	83.956	86.476
						Monthly	11,338.069	11,804.374	12,269.671	12,772.245	13,155.431	13,550.203			13,821.221	14,097.612	14,520.762
						Annual	136,056.830	141,652.485	147,236.050	153,266.945	157,865.175	162,602.440			165,854.650	169,171.340	174,249.140
25	NP		Nurse Practitioner (15-Year Scale)		2015	Hourly	68.874	71.706	74.533	77.585	79.913	82.310					
						Monthly	11,565.093	12,040.633	12,515.333	13,027.815	13,418.725	13,821.221					
						Annual	138,781.110	144,487.590	150,183.995	156,333.775	161,024.695	165,854.650					
26	NP		Nurse Practitioner (20-Year Scale)		2015	Hourly	70.251	73.139	76.023	79.136	81.510	83.956					
						Monthly	11,796.314	12,281.257	12,765.529	13,288.253	13,686.888	14,097.612					
						Annual	141,555.765	147,375.085	153,186.345	159,459.040	164,242.650	169,171.340					
27	NP		Nurse Practitioner (25-Year Scale)		2015	Hourly	72.358	75.333	78.303	81.510	83.955	86.476					
						Monthly	12,150.114	12,649.666	13,148.379	13,686.888	14,097.444	14,520.762					
						Annual	145,801.370	151,795.995	157,780.545	164,242.650	169,169.325	174,249.140					
28	LPN		Weekend Worker - Licensed Practical Nurse		2015	Hourly	40.953	42.294	43.615	45.223	46.697	48.342	50.066	51.566	52.597	53.649	55.257
						Monthly	6,876.691	7,101.868	7,323.685	7,593.695	7,841.205	8,117.428	8,406.916	8,658.791	8,831.913	9,008.561	9,278.571
						Annual	82,520.295	85,222.410	87,884.225	91,124.345	94,094.455	97,409.130	100,882.990	103,905.490	105,982.955	108,102.735	111,342.855
29	LPN		Weekend Worker - Licensed Practical Nurse (PIO)		1872	Hourly	44.081	45.525	46.947	48.678	50.267	52.036	53.891	55.506	56.614	57.747	59.479
						Monthly	6,876.636	7,101.900	7,323.732	7,593.768	7,841.652	8,117.612	8,406.996	8,658.936	8,831.784	9,008.532	9,278.724
						Annual	82,519.632	85,222.800	87,884.784	91,125.216	94,099.824	97,411.392	100,883.952	103,907.232	105,981.408	108,102.384	111,344.688
30	N2		Weekend Worker - Nurse II		2015	Hourly	50.918	52.695	54.478	56.335	58.150	60.036	61.237	62.460	63.710	64.984	66.934
						Monthly	8,549.981	8,848.369	9,147.764	9,459.585	9,764.354	10,081.045	10,282.713	10,488.075	10,697.971	10,911.897	11,239.334
						Annual	102,599.770	106,180.425	109,773.170	113,515.025	117,172.250	120,972.540	123,392.555	125,856.900	128,375.650	130,942.760	134,872.010

A1. Effective April 1, 2027

Hourly Rates include a 3.00% General Wage Increase. Other Market Adjustments as Noted
Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Row	Standard Grp No.	Note	Employer Classification	MOA	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25	
76	CRN		Weekend Worker - CRN/Charge Nurse (15-Year Scale)		1872	Hourly	57.252	59.217	61.226	63.252	65.184	67.238	68.948	70.325			
						Monthly	8,931.312	9,237.852	9,551.256	9,867.312	10,168.704	10,489.128	10,755.888	10,970.700			
						Annual	107,175.744	110,854.224	114,615.072	118,407.744	122,024.448	125,869.536	129,070.656	131,648.400			
77	CRN		Weekend Worker - CRN/Charge Nurse (20-Year Scale)		1872	Hourly	58.397	60.401	62.450	64.518	66.488	68.583	70.327	71.732			
						Monthly	9,109.932	9,422.556	9,742.200	10,064.808	10,372.128	10,698.948	10,971.012	11,190.192			
						Annual	109,319.184	113,070.672	116,906.400	120,777.696	124,465.536	128,387.376	131,652.144	134,282.304			
78	CRN		Weekend Worker - CRN/Charge Nurse (25-Year Scale)		1872	Hourly	60.148	62.213	64.324	66.453	68.482	70.640	72.437	73.884			
						Monthly	9,383.088	9,705.228	10,034.544	10,366.668	10,683.192	11,019.840	11,300.172	11,525.904			
						Annual	112,597.056	116,462.736	120,414.528	124,400.016	128,198.304	132,238.080	135,602.064	138,310.848			
79	N3		Weekend Worker - Nurse III		1872	Hourly	54.418	56.250	58.169	60.038	61.772	63.663	65.618	66.931	68.269	69.635	71.724
						Monthly	8,489.208	8,775.000	9,074.364	9,365.928	9,636.432	9,931.428	10,236.408	10,441.236	10,649.964	10,863.060	11,188.944
						Annual	101,870.496	105,300.000	108,892.368	112,391.136	115,637.184	119,177.136	122,836.896	125,294.832	127,799.568	130,356.720	134,267.328
80	N3		Weekend Worker - Nurse III (15-Year Scale)		1872	Hourly	55.506	57.374	59.333	61.239	63.008	64.936	66.931	68.269			
						Monthly	8,658.936	8,950.344	9,255.948	9,553.284	9,829.248	10,130.016	10,441.236	10,649.964			
						Annual	103,907.232	107,404.128	111,071.376	114,639.408	117,950.976	121,560.192	125,294.832	127,799.568			
81	N3		Weekend Worker - Nurse III (20-Year Scale)		1872	Hourly	56.615	58.523	60.520	62.463	64.267	66.235	68.269	69.635			
						Monthly	8,831.940	9,129.588	9,441.120	9,744.228	10,025.652	10,332.660	10,649.964	10,863.060			
						Annual	105,983.280	109,555.056	113,293.440	116,930.736	120,307.824	123,991.920	127,799.568	130,356.720			
82	N3		Weekend Worker - Nurse III (25-Year Scale)		1872	Hourly	58.313	60.280	62.337	64.337	66.196	68.222	70.317	71.723			
						Monthly	9,096.828	9,403.680	9,724.572	10,036.572	10,326.576	10,642.632	10,969.452	11,188.788			
						Annual	109,161.936	112,844.160	116,694.864	120,438.864	123,918.912	127,711.584	131,633.424	134,265.456			
83	N4		Weekend Worker - Nurse IV		1872	Hourly	57.974	60.120	62.269	64.611	67.296	69.899	72.743	75.704	77.218	78.762	81.126
						Monthly	9,043.944	9,378.720	9,713.964	10,079.316	10,498.176	10,904.244	11,347.908	11,809.824	12,046.008	12,286.872	12,655.656
						Annual	108,527.328	112,544.640	116,567.568	120,951.792	125,978.112	130,850.928	136,174.896	141,717.888	144,552.096	147,442.464	151,867.872
84	N4		Weekend Worker - Nurse IV (15-Year Scale)		1872	Hourly	59.133	61.322	63.513	65.904	68.642	71.297	74.198	77.218			
						Monthly	9,224.748	9,566.232	9,908.028	10,281.024	10,708.152	11,122.332	11,574.888	12,046.008			
						Annual	110,696.976	114,794.784	118,896.336	123,372.288	128,497.824	133,467.984	138,898.656	144,552.096			
85	N4		Weekend Worker - Nurse IV (20-Year Scale)		1872	Hourly	60.317	62.549	64.783	67.221	70.014	72.722	75.681	78.762			
						Monthly	9,409.452	9,757.644	10,106.148	10,486.476	10,922.184	11,344.632	11,806.236	12,286.872			
						Annual	112,913.424	117,091.728	121,273.776	125,837.712	131,066.208	136,135.584	141,674.832	147,442.464			
86	N4		Weekend Worker - Nurse IV (25-Year Scale)		1872	Hourly	62.125	64.424	66.726	69.238	72.114	74.904	77.952	81.126			
						Monthly	9,691.500	10,050.144	10,409.256	10,801.128	11,249.784	11,685.024	12,160.512	12,655.656			
						Annual	116,298.000	120,601.728	124,911.072	129,613.536	134,997.408	140,220.288	145,926.144	151,867.872			
87	N5		Weekend Worker - Nurse V		1872	Hourly	59.412	61.685	64.293	66.821	69.582	72.287	75.106	78.110	79.672	81.265	83.704
						Monthly	9,268.272	9,622.860	10,029.708	10,424.076	10,854.792	11,276.772	11,716.536	12,185.160	12,428.832	12,677.340	13,057.824
						Annual	111,219.264	115,474.320	120,356.496	125,088.912	130,257.504	135,321.264	140,598.432	146,221.920	149,145.984	152,128.080	156,693.888
88	N5		Weekend Worker - Nurse V (15-Year Scale)		1872	Hourly	60.601	62.919	65.578	68.156	70.973	73.733	76.607	79.672			
						Monthly	9,453.756	9,815.364	10,230.168	10,632.336	11,071.788	11,502.348	11,950.692	12,428.832			
						Annual	113,445.072	117,784.368	122,762.016	127,588.032	132,861.456	138,028.176	143,408.304	149,145.984			
89	N5		Weekend Worker - Nurse V (20-Year Scale)		1872	Hourly	61.812	64.177	66.890	69.521	72.393	75.208	78.140	81.265			
						Monthly	9,642.672	10,011.612	10,434.840	10,845.276	11,293.308	11,732.448	12,189.840	12,677.340			
						Annual	115,712.064	120,139.344	125,218.080	130,143.312	135,519.696	140,789.376	146,278.080	152,128.080			
90	N5		Weekend Worker - Nurse V (25-Year Scale)		1872	Hourly	63.666	66.102	68.897	71.606	74.565	77.464	80.483	83.704			
						Monthly	9,931.896	10,311.912	10,747.932	11,170.536	11,632.140	12,084.384	12,555.348	13,057.824			
						Annual	119,182.752	123,742.944	128,975.184	134,046.432	139,585.680	145,012.608	150,664.176	156,693.888			

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)

\$0.320 per hour for all paid hours (1872 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)

\$0.641 per hour for all paid hours (1872 annual hours)

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

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

\$0.961 per hour for all paid hours (1872 annual hours)

- (d) Applicable for Nurse Practitioners only:

\$1.50 per hour for all paid hours

NOTE: *Nurses, as of 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

<u>Bargaining Unit</u>	
Interlake Eastern Health Region Employers Organization	
<u>Employer List</u>	<u>Site List</u>
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
	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 (Includes Quick Care) <i>effective May 17, 2024</i>	
Public Health Program	
Betel Home Foundation *	Gimli Site
	Selkirk Site

* Identifies non-transferred sites

Bargaining Unit Southern Health Region Employers Organization	
Employer List	Site List
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
	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 Personal Care Home	

	Home Care Program
	Mental Health & Addictions Program
	Primary Care Program
	Public Health Program
Villa Youville *	Villa Youville (<i>Ste. Anne</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

Bargaining Unit Winnipeg-Churchill Health Region Employers Organization	
Employer List	Site List
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Churchill Health Centre
	Deer Lodge
	Golden West Centennial 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>Continuing Care (Long Term Care, Geriatrics - Rehab)</i> <i>Critical Care</i> <i>Emergency</i> <i>Infection Prevention & Control</i>	

	<i>Occupational Environmental Safety and Health 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 Society Inc *	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 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
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* Identifies non-transferred sites

Bargaining Unit Shared Health Employers Organization	
Employer List	Site List
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)
	Provincial Travel Nurse Team
	Mental Health and Addictions Program
	MB Home Nutrition
	MB Home Ostomy
	MB Renal Program
	Tick Borne Disease Collaborative Care
Selkirk Mental Health Centre	
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	

<u>Bargaining Unit</u>	
Prairie Mountain Health Region Employers Organization	
<u>Employer List</u>	<u>Site List</u>
Prairie Mountain Regional Health Authority (PMRHA) (Direct Operations)	Baldur Health Centre
	Birtle Health Centre
	Boissevain Health Centre
	Brandon Regional Health Centre
	Bren-del-win Lodge (<i>Deloraine</i>)
	Carberry Health Centre
	Child & Adolescent Treatment Centre (<i>Brandon</i>)
	Community Based Mental Health Program
	Country Meadows Personal Care Home (<i>Neepawa</i>)
	Dauphin Regional Health Centre
	Davidson Memorial Health Centre (<i>Cartwright</i>)
	Deloraine Health Centre
	Dinsdale Personal Care Home (<i>Brandon</i>)
	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>Virден</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>)
	Virден Health Centre
	Wawanesa Health Centre
	West-Man Nursing Home (<i>Virден</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>
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

Bargaining Unit Northern Health Region Employers Organization	
Employer List	Site List
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, Eaglewood, Hope North Recovery Centre for Youth)
	Substance Abuse & Recovery
	Home Care Program
	Public Health Program

APPENDIX "E" -- MEALS AND MISCELLANEOUS EXPENSES

Where a greater provision as contained in this Appendix below is obtained by another bargaining unit in the healthcare sector for any of the direct operations sites within any of the EO's in this Agreement, upon implementation nurses will simultaneously receive the same increase.

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/worksites 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, 2024	\$9.19	\$11.35	\$19.69
(b) In all other areas Effective April 1, 2024	 \$8.64	 \$10.84	 \$18.37

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, 2024	 \$42.67
(b) In all other areas Effective April 1, 2024	 \$37.85

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, 2024 - \$6.38 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
\$4.60

- (b) non-commercial accommodation
\$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 1/10th 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 (53rd) 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.

	Year 1	Year 2	Year 3	Year 4
	Effective	Effective	Effective	Effective
	3/25/2023	3/23/2024	3/22/2025	3/21/2026
Berens River				
Dependent	317.99	326.73	336.53	346.63
Single	182.31	187.32	192.94	198.73
Bissett				
Dependent	210.98	216.78	223.28	229.98
Single	124.72	128.15	131.99	135.95
Bloodvein River				
Dependent	322.73	331.61	341.56	351.81
Single	185.39	190.49	196.20	202.09
Brochet				
Dependent	379.84	390.29	402.00	414.06
Single	218.72	224.73	231.47	238.41
Churchill				
Dependent	307.08	315.52	324.99	334.74
Single	186.30	191.42	197.16	203.07
Cormorant				
Dependent	179.28	184.21	189.74	195.43
Single	114.34	117.48	121.00	124.63
Cranberry Portage				
Dependent	153.63	157.85	162.59	167.47
Single	96.78	99.44	102.42	105.49
Crane River				
Dependent	189.25	194.45	200.28	206.29
Single	137.49	141.27	145.51	149.88
Cross Lake				
Dependent	341.91	351.31	361.85	372.71

Single	197.66	203.10	209.19	215.47
Dauphin River (Anama Bay)				
Dependent	212.09	217.92	224.46	231.19
Single	150.51	154.65	159.29	164.07
Easterville				
Dependent	156.83	161.14	165.97	170.95
Single	99.02	101.74	104.79	107.93
Flin Flon				
Dependent	132.92	136.58	140.68	144.90
Single	82.70	84.97	87.52	90.15
Gillam				
Dependent	273.16	280.67	289.09	297.76
Single	165.27	169.81	174.90	180.15
God's Lake Narrows				
Dependent	376.76	387.12	398.73	410.69
Single	216.58	222.54	229.22	236.10
God's River				
Dependent	381.66	392.16	403.92	416.04
Single	219.92	225.97	232.75	239.73
Grand Rapids				
Dependent	152.48	156.67	161.37	166.21
Single	94.26	96.85	99.76	102.75
Ilford				
Dependent	408.11	419.33	431.91	444.87
Single	233.60	240.02	247.22	254.64
Island Lake/Garden Hill				
Dependent	351.00	360.65	371.47	382.61
Single	200.50	206.01	212.19	218.56
Jen Peg				
Dependent	249.29	256.15	263.83	271.74

Single	149.00	153.10	157.69	162.42
Lac Brochet				
Dependent	413.95	425.33	438.09	451.23
Single	237.47	244.00	251.32	258.86
Leaf Rapids				
Dependent	210.85	216.65	223.15	229.84
Single	130.87	134.47	138.50	142.66
Little Grand Rapids				
Dependent	338.28	347.58	358.01	368.75
Single	191.84	197.12	203.03	209.12
Lynn Lake				
Dependent	217.75	223.74	230.45	237.36
Single	131.83	135.46	139.52	143.71
Manigotagan				
Dependent	210.98	216.78	223.28	229.98
Single	124.72	128.15	131.99	135.95
Matheson Island				
Dependent	215.07	220.98	227.61	234.44
Single	152.50	156.69	161.39	166.23
Moose Lake				
Dependent	227.70	233.96	240.98	248.21
Single	140.78	144.65	148.99	153.46
Negginan/Poplar Point				
Dependent	323.31	332.20	342.17	352.44
Single	185.94	191.05	196.78	202.68
Nelson House				
Dependent	232.80	239.20	246.38	253.77
Single	142.17	146.08	150.46	154.97
Norway House				
Dependent	304.11	312.47	321.84	331.50

Single	173.90	178.68	184.04	189.56
Oxford House				
Dependent	369.57	379.73	391.12	402.85
Single	211.41	217.22	223.74	230.45
Pikwitonie				
Dependent	298.15	306.35	315.54	325.01
Single	178.60	183.51	189.02	194.69
Pukatawagan				
Dependent	245.69	252.45	260.02	267.82
Single	150.92	155.07	159.72	164.51
Red Sucker Lake				
Dependent	374.78	385.09	396.64	408.54
Single	214.99	220.90	227.53	234.36
St. Therese Point				
Dependent	351.00	360.65	371.47	382.61
Single	200.50	206.01	212.19	218.56
Shamattawa				
Dependent	401.11	412.14	424.50	437.24
Single	232.91	239.32	246.50	253.90
Sherridon				
Dependent	242.80	249.48	256.96	264.67
Single	148.93	153.03	157.62	162.35
Snow Lake				
Dependent	182.40	187.42	193.04	198.83
Single	113.40	116.52	120.02	123.62
Southern Indian Lake				
Dependent	386.36	396.98	408.89	421.16
Single	222.85	228.98	235.85	242.93
Split Lake				
Dependent	401.95	413.00	425.39	438.15

Single	229.44	235.75	242.82	250.10
Tadoule Lake				
Dependent	420.28	431.84	444.80	458.14
Single	241.92	248.57	256.03	263.71
The Pas				
Dependent	124.74	128.17	132.02	135.98
Single	76.25	78.35	80.70	83.12
Thicket Portage				
Dependent	297.51	305.69	314.86	324.31
Single	178.12	183.02	188.51	194.17
Thompson				
Dependent	198.60	204.06	210.18	216.49
Single	139.54	143.38	147.68	152.11
Wabowden				
Dependent	254.91	261.92	269.78	277.87
Single	173.94	178.72	184.08	189.60
Waterhen				
Dependent	157.50	161.83	166.68	171.68
Single	98.49	101.20	104.24	107.37
York Landing				
Dependent	405.45	416.60	429.10	441.97
Single	236.16	242.65	249.93	257.43

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 May 17th, 2024.

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.

Any Employer within the EO shall not retain or hire as an agency nurse, any nurse who is also an employee of any Employer within the EO. In order to avoid such occurrence, the Employer may at its discretion require the nurse to disclose any agency employment and clearly communicate the prohibition to work as an agency nurse within the same EO where a nurse is already employed.

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, other sites and/or the Provincial Travel Nurse Team 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 shall 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 Jointly Trusteed Plans is successor to the former MHO plans.

The parties acknowledge that the plans' assets, liabilities and surplus have been transferred to the Jointly Trusteed Benefit Plans. 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: 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.

9 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.

10. 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.

11. 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, but is considered to be full-time for the purposes of qualification for any full-time incentive, (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.

If a nurse holds more than one part-time position on the same unit/program and it is possible to amalgamate the positions to increase the employment status of the nurse to full-time, the Employer shall convert the nurse to full-time status.

- (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.

12. Re: Nurse Practitioner Positions

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

1. 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. Articles 16, 17 and 18 shall apply
2. 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 apply to Nurse Practitioners working in Acute Care/Long Term Care:

3. 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.

13. 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) [one and one-half (1.5) days effective April 1, 2027] 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.

14. 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.

15. 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, 2024
 - Four (4) fiscal years = the fiscal year of 2028/2029
 - Nurse must retire prior to March 31, 2029
 - 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.

16. 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 Executive Director 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. 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.
2. 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.
3. 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.
4.
 - 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.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
1. 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.

2. 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.

17. 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/worksite/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) The Employer shall make all reasonable efforts to ensure all nurses affected have an opportunity to vote. Amongst those nurses participating in the vote, 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/worksite/program prior to the commencement of the trial period will not be entitled to vote. A letter will be forwarded to the Regional and Worksite President informing them that the unit/worksite/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 (11.63 hours effective April 1, 2027)

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.

18. 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) The Employer shall make all reasonable efforts to ensure all nurses affected have an opportunity to vote. Amongst those nurses participating in the vote, 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 (11.63 hours effective April 1, 2027)

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/worksite/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.

19. Re: 7.75/11.63 Hour Shift

The Employer and the Union mutually agree that the following conditions and understandings are applicable to the 7.75/11.63 hour shift schedule pattern.

1. The procedure to be followed for the trial and implementation of the 7.75/11.63 hour shift schedule pattern shall be as follows:
 - (a) A meeting of all nurses in the unit/worksite/program and senior nursing management will be held to discuss a tentative 7.75/11.63 hour shift schedule pattern and a proposed date for the commencement of the trial period. Following the meeting, a date will be determined for a secret ballot vote to establish that a majority of the nurses are in favor of the shift change.
 - (b) The Employer shall make all reasonable efforts to ensure all nurses affected have an opportunity to vote. Amongst those nurses participating in the vote, a majority of sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the 7.75/11.63 hour shift can proceed. Nurses terminating employment in the unit/worksite/program prior to the commencement of the trial period will not be entitled to vote. A letter will be forwarded to the Regional and Worksite President informing them that the unit/worksite/program is examining a 7.75/11.63 hour rotation.
 - (c) Following this meeting:
 - each nurse shall indicate their choice of either 7.75 hour shifts or 11.63 hour shifts;
 - rotation(s) that do not result in deletions will be developed based on the nurse(s) choice of shift length.
 - (d) Once nurses have indicated their preference for either 7.75 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 (11.63 hours effective April 1, 2027)

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.

20. 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 in the recognition of accrued seniority and service.

Such considerations shall include amalgamation of earned seniority and service from multiple positions into a singular position. The parties agree the intention of this memorandum is to avoid disentiing a nurse from seniority and service earned.

21. 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 \$7,500.00.

In exceptional circumstances where a nurse is relocated, particularly but not exclusively, to a remote area and moving costs exceed the prescribed maximum, the Employer shall provide due consideration to pay such moving expenses. The Employer may require a longer service commitment in exchange for coverage of the costs. Such to be negotiated with the Union.

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 broom, 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.

22. 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 #26 Re: Preservation of Seniority and MOU #27 Re: Article 3408 (Increments)*

23. 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.

24. Re: Provincial Travel Nurse Team (the "Team") (Applicable to Full Time, Part Time and Casual Nurses unless expressly stated otherwise)

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 parties wish to encourage and incentivize nurses to help meet these requirements through participation in the Team;

AND WHEREAS retention, recruitment and training of nurses is a priority for the Manitoba government, health system Employers and the Manitoba Nurses Union;

AND WHEREAS the parties recognize there are significant nursing retention and recruitment challenges and the parties agree that ongoing, focused effort on retaining and attracting nurses to the provincial health system is required;

AND WHEREAS the parties have conducted collaborative discussions related to retention and recruitment of nurses in the Collective Agreements between the Employers and the Union, including the Provincial Travel Nurse Team (PTNT) and the intention of the parties is that these discussions continue;

AND WHEREAS the Provincial Travel Nurse Team is intended to make significant improvements in nurse staffing levels, significantly decrease the Employers' reliance on agency nurse usage, reassignment or temporary transfer of nurses due to staffing shortages and mandatory overtime usage by the Employers listed in Appendix "D" of the Collective Agreement;

AND WHEREAS the parties have determined they wish to modify and or amend certain conditions of the Memorandum of Understanding #24 (the Provincial Travel Nurse Team MOU), as well as the Memorandum of Understanding Re: Interpretation of MOU #30 Re Provincial Travel Nurse Team dated November 29th 2022, as indicated herein and agree as follows:

It is understood between the parties that the following interpretation and application will be applied as it relates to the Provincial Travel Nurse Team (PTNT).

1. Prior to implementation of the PTNT, nurses whose sites may be affected by the introduction of the PTNT program shall be provided reasonable opportunity to increase their EFTs.
2. Shared Health (direct operations) (the "Employer") shall establish the Team and will employ nurses in positions in the Team. Team 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.
3. Team nurses shall be entitled to work in any Employers Organization in the Province and shall be governed by the Shared Health Collective Agreement only.
4. The purpose of Team 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 #27 below.
5. 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 Team and Team positions. Team 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) as per #27 below;
 - type of positions may be variable and flexible (e.g. Casual, Term, Permanent); and
 - other considerations may arise in achieving the goals of the Team.
 6. The Employer will create Team positions, which shall be posted and include the following information:
 - EFT (if applicable), anticipated shift schedule, and type of position (Permanent, Term or Casual);
 - may include areas or sites in the Province to which the position applies or may be subsequently determined in consultation with the nurse;
 - 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.
 7. Where a nurse already holds a position with a Central Table Employer such shall be designated as the nurse's home base and will be included in the offer letter, for purposes of determining travel and accommodation entitlements.
 8. Schedules shall be determined by the Employer, within the scope of the posting subject to #27 below, and on reasonable notice to the nurse.
 9. 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.

10. 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.
11. Any mileage expenses incurred, shall be compensated in accordance with the Collective Agreement.
12. With the exception of Shared Health nurses as described in #17 below, the Team shall be considered to be a site within the Employer for purposes of Appendix "D" – Site List. As a result, hours worked in a Team position shall not be considered as hours worked for purposes of determining overtime for any other positions occupied by the nurse within the Employer.
13. Vacation and vacation pay, where applicable, will be provided in accordance with the Collective Agreement. Where possible, reasonable consideration will be given to aligning Team vacation requests with the vacation requests of nurses who hold another position(s).
14. Nurses participating in the Team are not eligible to receive the payments outlined in Appendix F – Bi-Weekly Remoteness Allowance, nor the Isolation/Remoteness Retention Allowance.
15. 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.
16. Seniority shall accrue with the Employer as provided in the Shared Health Collective Agreement.
17. Hours worked at "home base" are not eligible for the 15% or \$6.00 per hour, whichever is greater, premium.
 - (i) Where a nurse currently holds a position with an Employer who is part of the Shared Health Employer Organization, they shall be provided opportunity to accept a position in the PTNT. The positions shall be considered a separate site except for:
 - (a) Where a nurse holds a Central Table Employer (including Shared Health) position and a PTNT position, where the combined EFTs meet or exceed a 1.0 EFT, the nurse shall be considered to qualify for the Full Time Incentive(s) in accordance with the Collective Agreement and any other active memorandum.
18. All hours worked away from the home base will be provided the premium rate of \$6.00/hour or 15% (whichever is greater). Where a nurse does not hold a

- position with a Central Table Employer facility, site or program, the nurse shall NOT be considered to have a “home base” and all hours worked in the PTNT shall be considered as “away”. All hours worked in “away” status are eligible for the \$6.00 or 15% per hour, whichever is greater, premium. However, for the purposes of the PTNT nurses, hours engaged in travel are not eligible for the premium.
19. When a nurse from the PTNT is assigned to work in Northern Manitoba (Northern Regional Health Authority, Berens River and Churchill), instead of the premium outlined in the Provincial Travel Nurse Team agreement (\$6.00 or 15%, whichever is greater), they shall be paid the premium of \$10.00 per hour or 25%, whichever is greater, for all hours worked, but not including hours engaged in travel.
 20. Overtime
 - (i) Overtime shall be time worked which exceeds the normal daily shift as defined in Article 14 of the Collective Agreement, or
 - (ii) Due to the nature of the compressed work schedule associated with a Team position an annual paid hours reconciliation will be conducted for the period of April 1 to March 31 each year. Hours paid over 2015 annual hours will be paid at the applicable overtime rate as outlined in the Collective Agreement.
 21. Where a nurse accepts a full time or part time position with the PTNT they shall qualify for any incentive(s) in accordance with the Collective Agreement and any other active memorandum.
 22. Where a nurse is required to work 50 kilometers or less from their residence (measured in distance via serviceable public roadway) the nurse is not eligible to receive mileage, travel time or per diem.
 23. Where a nurse is required to work in an “away” capacity greater than 50 kilometers from their residence (measured in distance via serviceable public roadway) they shall receive:
 - (i) Travel time, exclusive of time spent traveling to the province of Manitoba, will be paid at the nurse’s regular rate of pay (or at 1.5x on a Recognized Holiday) for all hours engaged in travel, up to a maximum of 8 hours, however the Employer will pay beyond 8 hours in cases of exceptional circumstances. Travel time shall not be considered as part of the nurse’s EFT, however travel time in combination with the nurse’s EFT shall be applicable towards

qualification for any of the existing incentives (Full Time, Retention/Recruitment). However, where circumstances arise where travel time to a remote location routinely exceeds eight (8) hours in duration by the most direct and efficient means, the parties agree to revisit the maximum amount to reflect the amount of travel time actually required for that location. For clarity travel time shall be counted towards duration of work for the purposes of Article 1611.

- (ii) Where the nurse utilizes their personal vehicle, they shall be provided the mileage rate as per the Collective Agreement. The most direct travel route shall be used for the calculation using Google Maps via serviceable public roadway.
- (iii) 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.
- (iv) No nurse will be compelled to involuntarily accept an assignment where travel exceeds four (4) hours in duration.
- (v) Where required, accommodations will be provided if available. Where accommodations cannot be provided, the nurse will be reimbursed for reasonable accommodations made.

24. Per diem of \$60 per day, south of 53rd parallel, or \$65 north of the 53rd parallel for each day in “away” status. Where travel is of significant distance from the nurse’s residence the Employer shall provide return airfare, taxi or vehicle rental expenses as required and provide suitable accommodation for the duration of all “away” assignments. A personal automobile may be used for travel when other transportation is unavailable, or it is determined to be, with the prior approval of the Employer, an efficient and practical method. Reimbursement shall not exceed the amount that would have been paid if the nurse had traveled on a commercial carrier (documentation should be provided noting what the price of travel by the commercial carrier would have been) and shall be calculated on the mileage rate as per the Collective Agreement.

Where nurses elect to use a personal automobile between their residence and station or airport, the nurses may claim a mileage allowance and parking, with the total amount allowed not to exceed the equivalent cost of taxi service. In determining the efficiency and practicality of personal vehicle usage versus commercial carrier or other form of commercial travel the following shall be taken into account:

- a) Availability of commercial travel on the date travel would be required in order to attend for the required shift(s).
- b) Difference in travel time between use of commercially available travel for the required dates and use of personal vehicle.
- c) Difference in cost of required additional accommodation for use of personal automobile versus use of commercial travel, taxi or rental vehicle (where applicable).

For the purposes of this section, when disputing the efficiency and practicality of the use of a personal vehicle, the onus will be on the Employer to;

- i) demonstrate the travel for the prescribed period could have been accomplished more practically and efficiently through an alternate reasonable method.
 - ii) have provided sufficient advance notice to the nurse in such circumstances such that there was a reasonable opportunity for the nurse to amend travel plans to align with the Employer's preferred method of travel.
25. Where a nurse is designated to work in another facility, site or program or in travel status within twenty-four (24) hours of the conclusion of their designated shift, they shall not be mandated to work overtime. Exception would be when the Team nurse is the only assigned nurse and unable to leave. In such case the Employer(s) shall provide the nurse with a minimum of eight (8) hours clear rest between cessation of work and commencement of travel or commencement of attending the start of a scheduled shift at another facility/site/program. The nurse shall not suffer a loss of pay for any hours of the shift designated to be worked in another facility/site/program that is missed as a result of providing the clear rest period.
26. The Employer commits that the locations where a nurse may work will be determined by taking into primary consideration the indicated preference(s) of the nurse. The Employer commits to a stable list of sites where the nurse will work with consideration taken of the operational needs of the Employers. Unless waived by agreement between the nurse and the Employer, the nurse's preferred sites must include at least one (1) of either rural or northern Employer Organization. The Employer and Union agree that PTNT nurse familiarity and experience with a constant site assignment is beneficial to patient/resident care. Where any changes are unavoidably necessary to ensure maintenance of the nurses' EFT such will be made through mutual agreement whenever

reasonably possible. Where there is no mutual agreement between the nurse and the Employer, the Employer shall not compel a nurse to travel to a non-preferred site (Appendix D) without significant notice (minimum two weeks), so as to provide stability to the nurse's assignment within the relevant posting periods. The Employer commits to maintain an environment of attractiveness/desirability for PTNT positions so as to maximize recruitment/retention of nurses and tangible mitigation/reduction of Agency nurse use. Such will include stability of assignment and avoidance of assignment to nonpreferred sites unless significant urgent and exigent circumstances make such unavoidable in order to provide necessary patient care. In the circumstance that the Employer compels the nurse to travel to and/or work at a non-preferred site, the nurse shall be compensated at double the premium amount for the Provincial Travel Nurse Team, applicable as per Article 2805 Re: Involuntary Reassignment in Event of Staffing Shortages.

27. Re: Application of Article 15 as it relates to nurses employed in the Provincial Travel Nurse Team

It is understood that for nurses in the Provincial Travel Nurse Team, the provisions of Article 1501 and 1504 shall be waived and amended within reason with the mutual agreement of the nurse and the Union. However, with respect to Article 1501 the Employer shall endeavor to provide as much advance notice as possible to the nurse in regards to the schedule. The waiving of Articles 1501 and 1504 applies ONLY to those nursing positions within the Provincial Travel Nurse Team and is on an entirely without prejudice and precedent basis. The Employer agrees that such exception shall not be adduced or utilized to seek similar exception for any positions outside the Provincial Travel Nurse Team.

It is understood that where a nurse's schedule may include scheduled gaps, for example a 4 week on, 4 week off schedule, the Employer will ensure coverage for all benefits are maintained and an accounts receivable established for the nurse and such arrears will be deducted from the nurse's next pay. For gaps in excess of three (3) months, nurse will be required to prepay benefits.

In regards to the assignment of shifts for the FT and PT PTNT nurses, it is understood that FT and PT PTNT nurses will be assigned shifts prior to the PT site nurses picking up additional available shifts in order to guarantee the EFT of the PTNT nurses. Determination of allocation of shifts is as follows:

- (i) Site nurses to fulfill EFT
- (ii) Site Float/Relief to fulfill EFT

(iii) Regional Float/Relief Pool to fulfill EFT

(iv) Provincial Travel Nurse Team to fulfill EFT

Once the above EFT's are assigned, then posted anticipated additional available shifts will be awarded as follows:

- (i) Part time site nurses (not in OT position)
- (ii) Part time site Float or Relief Pool nurses (not in OT position)
- (iii) Part Time Regional Float (not in OT position)
- (iv) Site Casual nurses (not in OT position)
- (v) Site Casual Float / Relief Pool nurses (not in OT position)
- (vi) Regional casual nurses (not in OT position)
- (vii) Provincial Travel Nurse Team Part Time (not in OT position)
- (viii) PTNT casual nurses (not in OT position)
- (ix) Full time nurses at site (in OT position)
- (x) Part Time nurses at site (in OT position)
- (xi) Full time Site Float or Relief nurses (in OT position)
- (xii) Part time Site Float or Relief nurses (in OT position)
- (xiii) Full time Regional Float (in OT position)
- (xiv) Part time Regional Float (in OT position)
- (xv) Site Casual nurses (in OT position)
- (xvi) Casual Site Float or Relief nurses (in OT position)
- (xvii) Casual Regional Float nurses (in OT position)
- (xviii) Casual Regional nurses (in OT position)
- (xix) Full time PTNT nurses (in OT position)
- (xx) Part Time PTNT nurses (in OT position)
- (xxi) Casual PTNT nurses (in OT Position)

Overtime shall be awarded in accordance with Article 16 of the Shared Health Collective Agreement.

28. Recognizing the operational challenges and difficulties for remote facilities/sites, PTNT nurses will be assigned shifts at regular rates in such facilities/sites during the scheduling period after site nurses schedules are determined in order to fulfill their respective EFT, and may be assigned shifts prior to site nurses being offered overtime. Overtime will be offered to Full and Part Time nurses at a site prior to overtime for PTNT nurses for the following remote sites: Churchill, NRHA, Berens River. The exception for these sites is meant to address the travel and work/life balance difficulties associated with bringing nurses to these remote locations to mitigate unfilled shifts. The intent is not to disadvantage site nurses, but to ensure adequate PTNT nurses are willing to fill such shifts in a manner that avoids excessive and inefficient travel.
29. Excluding Casual Nurses: Where a nurse is able to remain at, or return to, their residence but cannot travel to the scheduled site due to whiteout/blizzard conditions in Manitoba as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or The Department of Transportation and Infrastructure, or due to flight cancellations in Manitoba:
 - a) the nurse shall be rescheduled at a mutually agreeable time if reasonably possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed.
 - b) Where the scheduling of such shift cannot be reasonably accommodated the nurse shall be compensated at a rate of two (2) hours basic pay per eight (8) hours or portion thereof of scheduled work hours missed.
 - c) If the nurse can reasonably be rescheduled and chooses not to be rescheduled, the nurse may take the time from current banked time which includes banked overtime, Recognized Holidays or vacation.
 - d) The nurse shall be compensated at the rates described in #24, #25 & #26 of this MOU for all hours and expenses engaged in attempts to travel to the scheduled worksite as well as the return home.
 - e) Includes Casual Nurses: Where a nurse is engaged in travel to a scheduled site and is unable to arrive there and/or to return home due to conditions as described in 12 above, the nurse shall be reimbursed for all related expenses incurred and paid for the duration

of the scheduled shift. When the nurse arrives at home they shall be then compensated as described in b) above.

30. Where incentives (monetary or non-monetary) associated to the PTNT prove insufficient to achieve the stated purposes as outlined in the preamble, the parties shall engage in meaningful negotiations to consider, and exercise all due diligence to develop, agree upon and implement additional incentives, or modification of existing incentives, in order to achieve the goals outlined therein. Either party may give written notice to the other to commence such negotiations. Upon receipt of such notice, the receiving party shall meet with the sending party no later than sixty (60) days thereafter.
31. Where a PTNT nurse selects earned vacation outside all the time frames listed below, such nurse shall receive an additional one (1) day's paid vacation to be taken in that vacation year, which may be booked in accordance with the process for booking any reserved days as outlined in Article 2101 (added to the up to five (5) days of regular vacation that may be retained).
 - a. The week before and the week after Christmas
 - b. the week of Spring Break (last week of March)
 - c. July and August
32. Vacancy Selection – for the purposes of vacancy selection of PTNT nurses, the following order of selection will apply:
 1. Internal PTNT nurses
 2. Nurses employed within Direct Ops in any Employers Organization
 3. Nurses from another Employer in any Employers Organization
 4. External to Employers Organization

Where there is a tie in seniority amongst the most senior nurses for a position, and a tiebreaker is required, a draw will be conducted between those senior nurse applicants, in the presence of the union representative. The winner of the draw will be awarded the position.

33. The parties (Union and Employer) agree to meet at minimum every twelve (12) months after the date of signing this agreement to review the terms and conditions herein and make any modifications as agreed upon.
34. The parties will incorporate all terms and conditions into the Collective Agreement.

The terms and conditions of this memorandum shall be modified as necessary upon mutual written agreement of the Employer and the Union.

25. 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 (11th) 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 #26 re: Article 3408 (Increments).

26. 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.

27. 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 31st, 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 31st, 2022.

Effective 0001 hours, April 1st, 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.

28. Re: Undergraduate Nursing Employee (UNE)

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;

1. 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). When a UNE is no longer enrolled in the approved nursing education program the UNE is no longer permitted to work as a UNE.

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.

2. All regular hours accrued while working in the casual UNE position will be credited towards seniority and increment hours when such nurse acquires a part time or full time position as a Graduate Nurse or Registered Nurse or Graduate Psychiatric Nurses or Registered Psychiatric Nurse.
3. The parties recognize that there may be a gap in time between when the UNE is officially graduated and when they write the NCLEX in order to become a registered nurse. The parties agree that in recognition of the potential gap in time the UNE will be able to maintain their casual seniority for a period of one hundred twenty (120) days post graduation during the period of time they are waiting to write the NCLEX. This allows the UNE to utilize such seniority for the purposes of vacancy selection in accordance with the Collective Agreement.

In the event one hundred twenty (120) days are exceeded, unless there are extenuating circumstances, the UNE will be terminated and no longer be eligible to use casual seniority hours accrued.

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. Article 3503
 - 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.
- b. Article 3505 – however UNE's will be paid 5% Recognized Holiday pay

4. The UNE will be compensated in accordance with Appendix “A” of the Collective Agreement
5. 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 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.

29. 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.

30. 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.

31. 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 Worksite 49 of the Manitoba Nurses' Union	Winnipeg Employer Organization	FL #1
Actionmarguerite (Saint – Vital) Inc.	Foyer Valade Nurses Worksite 146 of the Manitoba Nurses' Union	Winnipeg Employer Organization	FL #2
St. Boniface General Hospital –	St. Boniface Nurses Worksite 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

32. 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.

33. 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 #31 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.

34. 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.

35. 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.

36. Re: Compressed Schedule Worker

No later than sixty (60) days after ratification of this Agreement, the parties shall establish a committee to develop terms and conditions for part time/full time Compressed Schedule Workers. Where terms and conditions of Compressed Schedule Workers have been established by agreement, they shall be incorporated into the terms of the current Collective Agreement.

The committee shall consist of equal representation from the parties, with two (2) appointees from the Employer and two (2) from the Union. Either party may initiate commencement of meetings of the committee by providing written notice of such to the other. The parties shall meet within fourteen (14) days of such notice, or later if mutually agreed.

The committee shall, by mutual agreement, establish the frequency of subsequent meetings.

37. Re: Supervised Internationally Educated Nurse (SIEN)

The parties agree that there are IEN applicants who require minimal education that can be remediated quickly through distance or continuing education as identified by the CLPNM.

The parties have agreed and created a new classification for these Internationally Educated Nurses, which will permit eligible IENs to enter into clinical practice sooner, in paid positions.

Inclusion of these internationally educated nurses in the bargaining unit, will afford these IENs the opportunity to utilize rights in the Collective Agreement to apply for nursing positions as an internal candidate;

1. The SIEN may be hired into a casual, part-time or full-time position. The terms and conditions of the MNU Collective Agreement shall apply as a whole with the following exceptions:
 - a. Where a SIEN has been hired as casual, all regular hours accrued while working in this casual position will be credited towards seniority and increment hours when such nurse acquires a part- or full-time position as a Licensed Practical Nurse.
2. The SIEN will be compensated in accordance with Appendix "A" of the Collective Agreement. The graduate practical nurse will continue on the SIEN salary scale until such time as they become a Licensed Practical Nurse.
3. All regular hours accrued while working in the full time, part time or casual SIEN position will be credited towards seniority and increment hours when such nurse

acquires a part time or full time position as a Graduate Practical Nurse or a Licensed Practical Nurse.

4. The parties recognize that there may be a gap in time between when the SIEN is officially graduated and when they write the CPNRE in order to become a Licensed Practical Nurse. The parties agree that in recognition of the potential gap in time the SIEN will be able to maintain their casual seniority for a period of one hundred twenty (120) days post graduation during the period of time they are waiting to write the CPNRE. This allows the SIEN to utilize such seniority for the purposes of vacancy selection in accordance with the Collective Agreement-

In the event one hundred twenty (120) days are exceeded, unless there are extenuating circumstances, the SIEN will be terminated and no longer be eligible to use casual seniority hours accrued.

5. Utilization and employment of SIENs 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. 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 SIEN is utilized, the Employer will advise the Union of such change.

38. Re: Internationally Educated Nurse/Nurse Re-Entry/Refresher Program- Undergraduate Nursing Employee (IEN/NREP-UNE)

WHEREAS Internationally educated nurses, and nationally educated/trained nurses who are in the process of reentering the workplace, have met a certain level of competencies as confirmed through the completion of the Clinical Competence Assessment and are on the pathway to becoming Registered Nurses with the College of Registered Nurses of Manitoba (CRNM), are deemed to be considered equivalent to having completed an appropriate amount of the curriculum and clinical experience of a nursing student, are a valuable resource to support the existing collaborative health care team to provide patient centered care within the health care system;

AND WHEREAS the parties have, by agreement, expanded upon the Undergraduate Nursing Employee classification and created an additional sub-classification of Undergraduate Nursing Employee for those internationally educated nurses and nationally educated/trained nurses who are reentering the workplace as undergraduate nurses in order to provide the same opportunity for additional orientation, training and support in the workplace that has been afforded to the current Undergraduate Nursing Employees.

AND WHEREAS these undergraduate nurses are included in the bargaining unit, and 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 agreed and created a new variation of the Undergraduate Nursing Employee (UNE) hereby referred to as Internationally Educated Nurse/Nurse Re-Entry Program- Undergraduate Nursing Employee (IEN/NREP- UNE), as follows:

1. The UNE classification will be adjusted to include a sub-classification called IEN/NREP-UNE.
2. The IEN/NREP- UNE will be an internationally educated nurse who is on the pathway to becoming a Registered Nurse with the CRNM, or is a nationally educated nurse who is on the pathway to becoming a Registered Nurse with CRNM via the Nurse Re-Entry Program currently offered by Red River College or Refresher Program offered for the RPN. The internationally educated nurse must provide the Employer their Clinical Competence Assessment results and proof of enrollment to the relevant Nurse Re-Entry or Refresher Program. The Clinical Competence Assessment provides the Employer the baseline assessment of clinical competence and areas of focus for support and development in order to address those competency gaps. Enrollment in the Nurse Re-Entry or Refresher program assures the employer that any knowledge gaps will be addressed by the relevant educational programs.
3. The IEN/NREP- UNE position provides an opportunity for the IEN/NREP undergraduate nurse 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 IEN/NREP 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. The IEN/NREP- UNE may be hired into a casual, part-time or full- time position. The terms and conditions of the MNU Collective Agreement shall apply as a whole with the following exceptions:
 - a. Where an IEN/NREP- UNE has been hired as casual, all regular hours accrued while working in this casual position will be credited towards seniority and increment hours when such nurse acquires a part- or full-time position as a Graduate or Registered Nurse or as a Graduate Psychiatric Nurse or Registered Psychiatric Nurse.

5. All regular hours accrued while working in the casual IEN/NREP-UNE position will be credited towards seniority and increment hours when such nurse acquires a part time or full time position as a Graduate Nurse or Registered Nurse or Graduate Psychiatric Nurses or Graduate Psychiatric Nurse.
6. The parties recognize that there may be a gap in time between when the IEN/NREP-UNE is officially graduated and when they write the NCLEX in order to become a Registered Nurse. The parties agree that in recognition of the potential gap in time the IEN/NREP-UNE will be able to maintain their casual seniority for a period of one hundred twenty (120) days post graduation during the period of time they are waiting to write the NCLEX. This allows the IEN/NREP-UNE to utilize such seniority for the purposes of vacancy selection in accordance with the Collective Agreement.

In the event one hundred twenty (120) days are exceeded, unless there are extenuating circumstances, the IEN/NREP-UNE will be terminated and no longer be eligible to use casual seniority hours accrued.

7. Utilization and employment of IEN/NREP- 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 shall discuss the ongoing role of the IEN/NREP- 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 IEN/NREP-UNE is utilized, the Employer will advise the Union of such change.

39. Re: Nursing Recruitment and Retention Fund (NRRF)

The Nursing Recruitment and Retention Fund (NRRF) was established to assist with the recruitment and retention of nurses in Manitoba in 1999. In January 2024, NRRF was transitioned from the NRRF Committee to the Patient Care Optimization Committee (PCOC).

WHEREAS NRRF fund eligibility includes nurses represented by MNU, MGEU, MAHCP and out of scope nurses in management positions. The fund has been administered by the Health Care Providers Network with an annual allocation of three point 2 (3.2) million dollars (\$3,200,000).

AND WHEREAS the April 1, 2017 to March 31, 2024 ratified Collective Agreement with the Manitoba Nurses Union, includes an MOU Re: Patient Care Optimization Committee (PCOC) with an annual allocation of four (4) million dollars (\$4,000,000) to be utilized on improving retention and recruitment of nurses and incentives for education and /or

training with the intention that the existing NRRF/Committee would be eliminated and a new structure created, that being PCOC.

NOW THEREFORE the parties agree as follows:

1. Any former NRRF grants will be brought forward to PCOC for consideration. PCOC will then determine which initiatives it will agree to fund based on:
 - a. Improve recruitment and retention
 - b. Incentivize training or education

The PCOC will also be responsible to:

- a. Establish and maintain effective policies for application of recruitment, retention, training or educational initiatives.
 - b. Ensure consistency of application.
2. Workplace Planning (Retention & Employee Development) will administer the fund and approve applications as per established PCOC policies.
 3. PHLRS will provide quarterly financial updates to the PCOC.
 4. The four (4) million dollars (\$4,000,000) as outlined in the MNU Collective Agreement Article 1107 is allocated specifically for those nurses represented by the Employer Organizations.
 5. Those nurses not represented within the existing Employer Organization structure as outlined in the Collective Agreements between MNU and the various Employer Organizations (commonly known as "Central Table") will continue to be eligible for NRRF grants, however the grants will be administered through PCOC and issued payment with an invoicing mechanism for PCOC to recover said payment(s).
 6. Any funds dispersed under item #5 will be reimbursed to PCOC by PHLRS within sixty (60) days where reasonably possible, but in no case later than ninety (90) days, from the date of issuance of payment from PCOC funds.

40. Re: PIO Incentive Full-Time Weekend Worker Nurses

Where a nurse has been hired into a Full Time Weekend Worker position, as per the incentive memorandum, prior to date of ratification, they shall maintain the 15% greater Weekend Worker pay scale for as long as they remain in the existing Full Time Weekend Worker position. Where a nurse has been hired into a Full Time Weekend Worker position on or after the date of ratification, the 10% greater pay scale shall apply rather than the 15% greater pay scale. The Employer shall not delete any such positions for the purposes of reducing the compensation provided the existing present incumbent only (PIO) Full Time Weekend Worker nurses.

41. Standardizing of Offering of Additional Available Shifts and Overtime

The parties agree to establish a joint committee to standardize practices across all EOs for the offering of additional available shifts and overtime for all Employers within each EO. The committee shall be comprised of equal representation from each party and shall meet within fifteen (15) business days of the ratification of this agreement and as often as necessary thereafter to have clear and established guidelines in place well in advance of April 1, 2025. The established guidelines, determined by mutual agreement, shall be incorporated as an MOU into the Collective Agreement. The terms and conditions as mutually agreed between the parties and determined in the resultant MOU shall replace the MOUs re: Application of Overtime and Additional Available Shifts and re: Article 1601. It is agreed that current Employer practices of offering overtime and additional available shifts at a site level will be maintained until the parties have confirmed a new process and an agreed upon date of implementation.

42. Classification Discussion

The Union and Employer agree that they shall establish a committee of no more than six (6) appointees, composed of equal representation from MNU and PHLRS (or designate). The committee shall be tasked to review the current classifications for the following categories of nurses:

Primary Care Nurses – Winnipeg Region.

URIS nurses – Winnipeg, Southern, Interlake and Shared Health Regions.

RAAM nurses – Winnipeg Region & Shared Health.

Regional/ Provincial Coordinators

The review will be based upon the following guidelines:

- a) No nurses, or category of nurses, will suffer a reduction in classification as a result of the review.
- b) The review will take into consideration the responsibilities of the position, along with the educational and experiential requirements.
- c) Where the parties do not agree, nothing herein prevents the Union from exercising any all rights afforded as per the provisions of the Collective Agreement.

The committee shall meet no later than ninety (90) days after ratification of this agreement.

43. Joint Nurses' Safety Working Group

Safety of nurses is a priority shared by the Manitoba Nurses Union, Healthcare Employers and the Manitoba Government. Employers agree that they have an

obligation to ensure as far as reasonably practicable to protect the safety, health and welfare of nurses.

1. The parties have agreed to the establishment of a Joint Nurses' Safety Working Group. This Working Group will function under the administration of the Joint Nursing Council to review physical and psychological health and safety concerns of nurses and bring forward recommendations to the Joint Nursing Council.
2. The Joint Nurses' Safety Working Group will consist of equal number of representatives (three (3) from MNU, three (3) from the Employer) from the Employer Organizations and the Union with the following representatives:
 - (a) Manitoba Nurses' Union
 - (b) Shared Health Provincial Lead Protective Services
 - (c) PHLRS (or designate) Employer Organizations
3. The Joint Nurses' Safety Working Group meetings:
 - (a) will be co-chaired by an Employer Representative and a Union Representative.
 - (b) Meet at such times as it may determine with a minimum of quarterly meetings.
 - (c) Meetings will commence within sixty (60) days of ratification of the MNU Collective Agreement
4. The Joint Nurses' Safety Working Group priorities will be to:
 - (a) Recommend safety policy changes
 - (b) Recommend initiatives to promote a positive safety culture and nurses' well-being
 - (c) Recommend safety measures for implementation
5. The Joint Nurses' Safety Working Group will submit recommendations to the Joint Nursing Council within a six (6) month period of their first meeting.
6. The Joint Nurses' Safety Working Group may be discontinued upon mutual written agreement of the Parties (PHLRS on behalf of the Employer Organizations and MNU).
7. The Joint Nurses' Safety Working Group shall endeavor to:
 - a. Identify and address significant safety and health issues experienced by nurses and;
 - b. Encourage free and frank discussion between Employers and the Manitoba Nurses' Union, all of safety and health concerns with a view to reaching effective resolutions.

8. Nothing herein limits or restricts in any way whatsoever the rights of the Union to pursue any health or safety matter under its jurisdiction nor requires the Union to submit concerns to this committee prior to exercising those rights.
9. Should the Union be dissatisfied or disagree with the response of, recommendation, or action taken by the committee or the Employer(s), the Union may, at its discretion as per the grievance arbitration procedures outlined in the Collective Agreement, file a grievance at Step II of the grievance procedure. Should a satisfactory resolve not be obtained, the parties agree to refer the matter(s) to expedited arbitration and the arbitrator assigned shall be on a rotation basis (based on reasonable availability) among the following list:
 - Arnie Peltz
 - Kristin L. Gibson
 - Helen Krahn

44. Re: Funding of Online Workload Staffing Report System

Whereas the parties agree that staffing shortages and excessive workload have a significant detrimental impact upon the retention and recruitment of nurses;

And whereas the MNU, in cooperation with the Employer, has commenced establishment of an online Workload Staffing Report (WSR) system;

And whereas the timely and accurate collection of occurrences and information regarding staffing shortages is crucial to discussion around the establishment of Nurse Patient Ratios (NPRs);

And whereas the parties are participating in a committee (the Sub-Committee) tasked to make recommendations to the Minister of Health surrounding NPRs;

And whereas the work of such committee may from time to time require participation from nurses employed within an Employer's Organization (EO) comprising Central Table Employers.

The parties therefore agree as follows:

1. In order to ensure the continued smooth operation and successful transition of all EOs to an online WSR system, commencing December 1st, 2024, the Employer shall provide to the Union the sum of sixty-two thousand, five hundred dollars (\$62,500) on December 1st of each year for (4) four years, for a total of two hundred fifty thousand dollars (\$250,000).

2. The purpose of the aforementioned payment is to facilitate the expansion of the analysis parameters of the system in order to provide the scope of data necessary in the preparation of Nurse to Patient Ratios (NPR) recommendations as well as to promote meaningful discussions between the parties in a solution oriented manner.
3. Any nurse employed within an EO party to this agreement, called to the committee by either or both of the parties to participate or provide information to the Sub-Committee shall do so without loss of pay or benefits (such to be funded by the Employer). Reasonable expenses incurred will be reimbursed by the Employer upon unanimous approval of the Sub-Committee.

45. Re: Transition of Incentives

With respect to the current Full time Incentive as per the Memorandum of Understanding Supplementary to the Collective Agreements (dated November 9th 2022), the Memorandum of Understanding Supplementary to the Collective Agreements & Addendum to Memorandum of Understanding Supplementary to the Collective Agreement (dated December 7th 2022), and Addendum #2 to Memoranda Of Understanding With Respect To Recruitment And Retention Incentives for Nurses (dated March 30th 2023), hereinafter referred to as the “Previous Incentive MOUs”.

The parties agree that, unless otherwise specified by agreement between the parties, the Previous Incentive MOUs will be discontinued and no longer in effect as of April 1st 2025, subject to the following conditions:

1. Where a nurse has signed a Return of Service Agreement (ROSA) for the Full Time Incentive, which extends the eligibility and qualification period beyond April 1st, 2025, and;
 - a. The nurse is eligible for the new Full-Time Hours Salary Enhancement as of April 1st, 2025, the amount of the previous incentive shall be prorated for payment as of March 31st, 2025, and the nurse shall then, as of April 1st 2025 commence qualification for the new Full-Time Hours Salary Enhancement for the period for which the nurse occupies a full time position.or:
 - b. Where the Nurse does not occupy a classification for which the new Full-Time Hours Salary Enhancement applies, the terms and conditions of the former incentive shall be honoured for the duration set out in the ROSA.
2. Where a nurse has signed a ROSA with respect to the provision of the Recruitment/Retention incentive, which extends the eligibility period beyond March 31st, 2025, the incentive will be honoured as per the terms and conditions for the period set out in the ROSA.

46. Re: Nurse Practitioners and Most Responsible Provider

Whereas Nurse Practitioners (NPs) are regulated health professionals with an independent scope of practice defined by The Regulated Health Professions Act,

Whereas the Employer is committed to enabling NPs in the bargaining unit to work to their full scope of practice within the context of an integrated provincial health system while respecting the jurisdictional aspect of the Collective Agreement governing them.

It is agreed that should the Employer intend to introduce amendments to the current scope of duties of NPs in the bargaining unit (including, but not limited to, Most Responsible Provider) following the ratification of the current Collective Agreement then the Employer shall initiate formal discussions with the Manitoba Nurses Union (MNU) a minimum of ninety (90) days prior to the introduction of such amendments. Such discussions to include review of NP compensation.

Nothing herein limits, restricts or otherwise abrogates any rights afforded to MNU under the Collective Agreement, including but not limited to Article 3807.

47. Re: Reduction of EFT

Where a nurse is in receipt of pension benefits and/or has achieved Rule of 80 or is otherwise eligible to retire in accordance with their respective pension plan without early retirement penalty and has indicated an intention to consider retirement, the following shall apply:

- (a) The nurse shall communicate in writing to the Employer that they qualify as per the conditions outlined above and are considering retirement and;
- (b) The nurse currently holds a 0.7 EFT or greater and rather than retire or take a casual position, wishes to reduce their EFT.

The Employer shall where reasonably practicable make the necessary adjustments to accommodate the request of the nurse. Such requests shall be considered in order of seniority amongst eligible nurses.

48. Re: CRN-Charge Nurse

Where there is a CRN/Charge Nurse vacancy the Employer shall first post the position as requiring a RPN and/or RN, as the case may be. If after the required posting period (per the Collective Agreement) there are no qualified RPN and/or RN applicants, the position may be reposted as a CRN/Charge Nurse position for LPN applicants. In the event there are no LPN applicants, the position may be reposted as a RPN and/or RN

position as the case may be. Where a CRN/Charge Nurse position has been filled by a LPN and the incumbent LPN leaves the position, such that it becomes vacant, the position shall first be reposted as a RPN and/or RN position.

49. Reconnection of Seniority

A nurse who returns to employment from retirement or resignation (not currently holding a position with any Employer listed in Appendix D of the Collective Agreement), who has resigned or retired as of January 1, 2018 or later and agrees to resume employment in a position for a two (2) year commitment (ROSA required) at a minimum of a 0.4 EFT, they will be eligible to have their past seniority reinstated for the purposes of:

1. receiving their previous step on scale
2. receiving seniority for vacancies as if maintained continuous employment
3. receiving their vacation accrual rate at the time of retirement or resignation
4. ability to use seniority for vacation selection purposes.

If a nurse who has retired/resigned agrees to return to employment at a minimum of a 0.4 EFT but does not agree to return for a two (2) year commitment, they will be eligible for 1, 2, and 3, above only. They will not be entitled to utilize previous seniority for vacation selection purposes. For vacation selection purposes, the seniority utilized will be from their new hire date.

If a retired/resigned nurse agrees to resume employment in a position for a 2-year commitment (ROSA required) at a minimum of a 0.4 EFT, they will be eligible to receive 1., 2., 3, and 4, above.

If a nurse returns to a position eligible to reinstate seniority from a previous position, that is the same classification as the position they retired or resigned from, the nurse would be placed on the greater of;

- (a) same step on the salary scale they were at as at the date of retirement/resignation
or
- (b) the step corresponding to previous nursing hours in accordance with Article 38. If the nurse returns to an eligible position that is a different classification, the provisions of the Collective Agreement with respect to promotion or other applicable provision would apply in determining their placement on scale, however it is understood that no nurse moving from a casual to an eligible position would be placed at a step with lesser compensation than provided in the casual position.

If a retired nurse already received their pre-retirement leave at the time of their retirement, their new hire date is the starting point for eligibility in accordance with the

Collective Agreement. For clarity, the nurse's new hire date, unless otherwise specified herein, is the starting point for all other benefit eligibility.

For clarity, reconnection of seniority and service from one previous position can only be applied to one receiving position.

If a nurse, previously resigned or retired from a full time or part time position, as of January 1, 2018, or later, returned to casual status (with any eligible Employer), wishes to reconnect their previous seniority and service accrued under their former EFT (prior to retirement/resignation), they shall be eligible to do so, provided they meet all other criteria as described above.

This Memorandum of Understanding will continue for the duration of this Collective Agreement (April 1, 2024 to March 31, 2028). For further clarity, this MOU will expire upon ratification of the next Collective Agreement.

50. Re: HEB Re-Opener

WHEREAS, the parties agree;

That the wellness of nurses is a priority.

THEREFORE, the parties agree to explore, during the life of this Collective Agreement, the possibility of Extended Health benefits reopener for nurses currently not having access to such benefits.

It is understood that the exploration of the aforementioned options shall not constitute a commitment on the part of the Employer to implement such options following the completion of the exploration initiative.

**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: Joint Nursing Council
9. Re: Buyback of Healthcare Employees' Pension Plan (HEPP) Pension
10. Re: Participation in PHCLA/Redeployment
11. Re: Provisions for Part-time Nurses Occupying More Than One Position Within the Sites Comprising the Employer
12. Re: Nurse Practitioner Positions
13. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union
14. Re: Letter of Understanding – HEPP COLA Fund
15. Re: Former Civil Service Nurses Who Have Maintained Their Pension with the Civil Service Superannuation Plan
16. Re: Grievance Investigation Process
17. Re: 12 Hour Shift Schedule Pattern
18. Re: 10 Hour Shift Schedule Pattern
19. Re: 7.75/11.63 Hour Shift
20. Re: Transfer of Program as per Article 4204 (A)
21. Re: Relocation Assistance as per Article 4204 (A) – Program
22. Re: Seniority Recognition
23. Re: Return of Service Agreements
24. Re: Provincial Travel Nurse Team (the “Team”)
25. Re: Preservation of Seniority, etc. For Different Annual Work Hours
26. Re: Article 3408 (Increments)
27. Re: Hours of Work
28. Re: Undergraduate Nursing Employee (UNE)
29. Re: Vacancy Information Provided to Patient Care Optimization Committee
30. Re: Reference to Standardization Committee During Term of Agreement
31. Re: French Language
32. Re: Article 30A
33. Re: Appendix C – Occupational Classifications
34. Re: Regional Float Nurse(s)
35. Re: Joint Safe Patient Care Committee

- 36.37 Re: Seasonal Worker
- 37.Re: Supervised Internationally Education Nurse (SIEN)
- 38.Re: Internationally Educated Nurse/Nurse Re-Entry/Refresher Program- Undergraduate Nursing Employee (IEN/NREP-UNE)
- 39.Re: Nursing Recruitment and Retention Fund (NRRF)
- 40.Re: PIO Incentive Full-Time Weekend Worker Nurses
- 41. Standardizing of Offering of Additional Available Shifts and Overtime
- 42. Classification Discussion
- 43. Joint Nurses' Safety Working Group
- 44.Re: Funding of Online Workload Staffing Report System
- 45.Re: Transition of Incentives
- 46.Re: Nurse Practitioners and Most Responsible Provider
- 47.Re: Reduction of EFT
- 48.Re: CRN-LPN
- 49.Reconnection of Seniority
- 50.Re: HEB Re-Opener

FOR THE EMPLOYER:

Wanda Reader

V. Rosnes

[Signature]

FOR THE UNION:

[Signature]

[Signature]

Leona Saveth

Signed the 28th day of October, 2024.

**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, the manager will meet with the other nurses to determine the extent to which they can cover their partner's absence. This will not result in overtime without the authorization of the manager. Any shifts that the partner nurse is unable to work will be posted in accordance with the additional available shift guidelines.

For extended periods of absence (four (4) weeks or more) the nurse partner is under no obligation to fill absent nurse's shifts. If the nurse partner is unable to cover the extended absence, the vacant shifts will be offered as additional available shifts or as a term position.

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.

FOR THE EMPLOYER:

Wanda Reader

Drosnes



FOR THE UNION:





Leona Barrett

Signed the 28th day of October, 2024.

**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:

Wanda Reader

Proves

[Signature]

FOR THE UNION:

[Signature]

[Signature]

Leona Barrett

Signed the 28th day of October, 2024.

**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:

Wanda Reader

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[Signature]

FOR THE UNION:

[Signature]

[Signature]

Leona Barrett

Signed the 28th day of October, 2024.

**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)

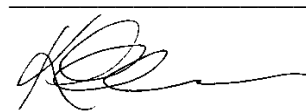
The Employer and the Union mutually agree that the terms of the Collective Agreement shall be applicable to full time and part-time nurses who are employed by the Employer in positions based in the Berens River Renal Health Centre shall be entitled to the following:

- 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:

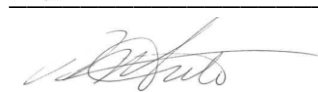
Wanda Reader

Resnes



FOR THE UNION:





Leona Barrett

Signed the 28th day of October, 2024.

**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, 2021 \$8,800.00 for each full-time nurse
Effective October 1, 2024 \$10,000.00 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 1st of the previous year to September 30th 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 30th of each year. This lump sum payment shall be paid on a separate cheque without a surcharge.

FOR THE EMPLOYER:

Wanda Reader

J. Rosner

[Signature]

FOR THE UNION:

[Signature]

[Signature]

Leona Barrett

Signed the 28th day of October, 2024.

**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:

Wanda Reader

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[Signature]

FOR THE UNION:

[Signature]

[Signature]

Leona Barrett

Signed the 28th day of October, 2024.

INDEPENDENT ASSESSMENT COMMITTEE (IAC)

IAC Chairpersons 1104 (a) (i)

Jan Currie

Kim Fraser

Donna McKenzie

Sandi Mowat

Carole Ohryn

Laurie Walus

Melody Muswaggon - Alternate

Although not incorporated into the Collective Agreement proper, the following Memoranda form part of the overall Memorandum of Settlement with respect to the ratification of this Collective Agreement.

MEMORANDUM OF UNDERSTANDING

between

THE MANITOBA NURSES UNION

(The “Union”)

-and-

PROVINCIAL HEALTH LABOUR RELATIONS SERVICES

(“PHLRS”)

on behalf of

THE EMPLOYERS IN THE WINNIPEG-CHURCHILL HEALTH REGION, NORTHERN HEALTH REGION, PRAIRIE MOUNTAIN HEALTH REGION, SOUTHERN HEALTH – SANTÉ SUD HEALTH REGION, INTERLAKE-EASTERN HEALTH REGION and SHARED HEALTH EMPLOYER ORGANIZATIONS

(The “Employer”)

RE: FULL-TIME HOURS SALARY ENHANCEMENT– 2015 ANNUAL HOURS

PREAMBLE:

The Provincial Healthcare System continues to experience a long standing and severe nursing shortage. The parties recognize the critical role nurses play in the provision of patient care. The nursing shortage has caused unprecedented challenges on a variety of aspects of the health care system and nurses.

The parties further recognize that the aforementioned nursing shortage has also caused financial hardship to the health care system by virtue of excessive overtime, and agency expenditures that ought instead be invested in Manitoba’s public healthcare system.

As a result, the Employers and the Union have agreed to jointly establish an initiative on a trial basis with the goal of reducing the nursing shortage through recruitment and retention initiatives, addressing the challenges of excessive overtime and agency use, and thus enhancing consistency and continuity of the quality patient care provided.

Therefore, a Full-Time Hours Salary Enhancement (herein after referred to as “The Salary Enhancement”) has been created as a two (2) year pilot project beginning on April 1, 2025 and ending March 31, 2027.

A. INCENTIVE PARAMETERS:

1. Nurses holding a full-time EFT (1.0) shall be entitled to The Salary Enhancement based on the following parameters:
 - a) Full-time nurses must be employed in one of the following classifications: LPN, ORT I, ORT II Nurse II, Nurse III and CRN/Charge Nurse.
 - b) Eligible nurses will be paid in the form of a pensionable hourly premium of \$5.95 per hour for all hours paid at regular rates subject to paragraphs (f), (g) and (h) below.
 - c) The Salary Enhancement will be paid on the basis of the adjusted salary scales as listed in Schedule "A" for illustration purposes only.
 - d) The Salary Enhancement will not apply to overtime hours or overtime rates.
 - e) The Salary Enhancement applies to a nurse who occupies a Full-Time Weekend Worker position, within the classifications noted in a) above, who has an annual hours base of 1872.
 - f) The Salary Enhancement will apply to any full-time nurse for any period where the nurse is on an approved WCB claim during the eligible period.
 - g) The Salary Enhancement is not provided to any full-time nurse for any periods of unpaid leave.
 - h) Where a nurse is on a paid sick leave of four (4) weeks or less, The Salary Enhancement shall be applied. For clarity, where a nurse is on a paid sick leave of four (4) weeks or more, The Salary Enhancement shall be applied only to the first four (4) weeks of the leave.

2. Part time and/or casual nurses working up to the equivalent of a full time EFT shall be entitled to The Salary Enhancement based on the following parameters:
 - a) Part time and/or casual nurses must be employed in one of the following classifications: LPN, ORT I, ORT II Nurse II, Nurse III and CRN/Charge Nurse.
 - b) For part time and/or casual nurses working up to the equivalent of full-time hours, The Salary Enhancement will be paid in the form of a pensionable hourly Salary Enhancement of \$5.95 per hour for all hours paid at regular rates.
 - c) The Salary Enhancement will not apply to overtime hours or overtime rates.
 - d) Part time and/or casual nurses on an accepted WCB claim shall qualify for The Salary Enhancement, if prior to going on WCB they had worked sufficient hours to qualify for The Salary Enhancement in the preceding eight (8) weeks.

The reconciliation for such compensation will be at the end of each six (6) month period (April 1st to September 30th, or October 1st to March 31st as the case may be) within the fiscal year and is in the form of a retroactive salary adjustment.

- A nurse holds a part time or casual position:

- The assessment of full-time equivalency will be based on 2015 annual hours, however the annual period will be split and subsequently calculated over two (2) separate six (6) month periods, with each six (6) month period consisting of 1007.5 paid hours.
- The two (2) six-month periods are as follows:
 - April 1st to September 30th – 1007.5 hours with payment being made first off cycle pay in December.
 - October 1st to March 31st –1007.5 hours with payment being made first off cycle pay in June.
- Part time Nurse (casual excluded) exceptions. The exceptions that are applied towards eligibility of The Salary Enhancement for a part-time nurse are as follows in each six (6) month period: *(reduces amount of The Salary Enhancement based on eligible paid hours but not eligibility)*
 - a) A nurse is on an approved unpaid leave of absence of four (4) weeks or less.
 - b) A nurse is on approved union leave of four (4) weeks or less.
 - c) The aforementioned leaves can be taken individually or in combination of up to a maximum of four (4) weeks in the eligibility period.
 - d) A nurse is on any period of approved WCB claim subject to 2 d) above.
 - e) A nurse who has not achieved sufficient qualifying hours may choose to utilize accrued banked overtime to top up eligible hours to a maximum of 38.75 hours. Such request shall be made in writing within two (2) pay periods prior to the eligibility period end. The requested hours will be paid straight time rates.
 - f) A nurse shall be granted an exception of up to 38.75 hours to supplement eligibility to achieve payment of The Salary Enhancement if unable to pick up additional shifts due to extenuating circumstances. Extenuating circumstances shall be given all reasonable consideration. The nurse shall make written application to the Employer to apply said hours two (2) weeks after the eligibility period end date.
 - g) A nurse shall be granted an exception of 50 hours to address stat time off equivalent to full-time nurses. The nurse shall make written application to the Employer to apply said hours at the end of, but no later than two (2) weeks after, the eligibility period end date.
 - h) Notwithstanding the above, the combination of exception hours as provided for in e), f), and g) shall not exceed a combined total of 110 hours.
 - i) A part-time nurse shall receive The Salary Enhancement for all hours in receipt of standby premium, provided that the standby premium hours and the hours worked results in the nurse qualifying for The Salary Enhancement (subject and in addition to the exceptions a)

through h) inclusive as listed above). Where a nurse is on standby on a day not scheduled for work (nonscheduled day), the nurse shall receive consideration as follows: the duration of the nurse's regular shift for each nonscheduled day on standby, less the number of hours for which the nurse received the Salary Enhancement for the standby premium during the biweekly pay period. The nurse shall make written application to the Employer to apply said hours at the end of, but no later than two (2) weeks after, the eligibility period end date.

Examples:

Example 1- Scheduled for Standby on both days of work, and during days not scheduled

- Scheduled for standby 6 days in a row (a block of on call), 3 of which are not scheduled days of work
 - Day 1- worked 8 hour day; scheduled for standby for 16 hours (Eve & Night) – paid 4 hours standby premium
 - Day 2- worked 8 hour day; scheduled for standby for 16 hours (Eve & Night) – paid 4 hours standby premium
 - Day 3- worked 8 hour day; scheduled for standby for 16 hours (Eve & Night) – paid 4 hours standby premium
 - Day 4- 24 hours on call – paid 6 hours standby premium
 - Day 5- 24 hours on call – paid 6 hours standby premium
 - Day 6- 24 hours on call – paid 6 hours standby premium
- Total of 30 hours standby premium
- Could have worked 8 regular paid hours on Day 4, 5, and 6 = 3 Days x 8 hours = 24 hours
- 24 regular paid hours could have worked minus 30 hours standby premium paid = additional 6 hours paid over the 24 hours they could have worked; no additional hours to be credited.

Example 2- Scheduled for Standby on day(s) not scheduled to work

- Scheduled for standby Saturday and Sunday = 24 hours each day
 - Saturday on call 24 hours = paid 6 hours standby premium
 - Sunday on call 24 hours = paid 6 hours standby premium
- Total of 12 hours standby premium paid
- Could have worked 8 regular paid hours on Saturday and Sunday for a total of 16 hours
- Paid 12 hours standby premium
- 16 regular paid hours could have been worked – 12 hours standby premium paid = 4 additional hours credited

Example 3- Scheduled for Standby immediately following a scheduled shift

- Scheduled regular Day 8 on Saturday and Sunday
- Standby for Evening 8 on Saturday and Sunday
- Saturday and Sunday Standby for 16 hours = paid 4 hours standby premium
- As nurse worked both Saturday and Sunday days followed by standby (i.e., standby was not on an unscheduled day); no additional standby hours credited.

The nurse may make application to PHRSS to receive a report of the standby premiums paid to be applied to The Salary Enhancement no more than one (1) time per six (6) month qualifying period.

- j) Where a part time nurse who has worked or has been working sufficient hours to otherwise qualify for The Salary Enhancement and is allotted a period of vacation that has not accrued full time paid hours, the unpaid vacation period which reflects the shortage of hours would be eliminated from consideration for The Salary Enhancement and the remaining period of eligibility would be prorated to reflect the removal from consideration for the hours the nurse was short of full time paid hours, during the vacation period.

For example:

April 1-September 30

A .5 EFT nurse who did not earn any additional vacation pay in the previous year and works full time hours except for a 2-week period where they are on vacation. For those 2 weeks, they will be deemed to have worked full time however The Salary Enhancement eligibility threshold will be prorated as follows:

1007.5 less the shortage of hours in the vacation period ($77.5 \times .5$) $38.75 = 968.75$ hours

If the nurse achieves the 968.75 qualifying hours they would remain eligible for The Salary Enhancement, despite not achieving the 1007.5, however the amount of The Enhancement is prorated based upon \$5.95 on eligible hours paid.

The nurse shall make written application to the Employer to apply said hours at the end of, but no later than two (2) weeks after, the eligibility period end date.

The Employer will provide reasonable opportunity for the nurse to be aware of any shortfall in qualifying for The Salary Enhancement and any reasonable opportunity to make application to use the matters here in to qualify for The Salary Enhancement.

The eligible hours at regular rate of pay that are applied towards The Salary Enhancement can be worked at, or in combination within, any site/Employer within the nurse's Employer Organization (*Exception #1: Provincial Travel Nurse Team hours will count towards eligibility in conjunction with the nurse's home position. Exception #2: a nurse holding a Shared Health EO position in the geographic Winnipeg region may work in a WCHREO facility in the geographic Winnipeg region and such hours will count*

towards eligibility in conjunction with the nurse's home position. Exception #3: a nurse holding a WCHREO position in the Winnipeg geographic region may work in a SHEO facility in the geographic Winnipeg region and such hours will count towards eligibility in conjunction with the nurse's home position).

B. OBLIGATIONS OF THE PARTIES:

Notwithstanding the Incentive Criteria in A. above, the parties agree in general to the following principle relating to the application of The Salary Enhancement:

UNION WILL AGREE:

- Eligibility for The Salary Enhancement is only for hours paid at regular rates (overtime hours do not apply towards eligibility for The Salary Enhancement), subject to the terms and conditions identified in this MOU.
- The Salary Enhancement will be for a two (2) year trial period commencing April 1, 2025 and ending March 31, 2027.
- Any part-time and/or casual nurse qualified to perform the work at a site within the nurses Employer Organization (EO) (*unless otherwise specified herein e.g. HSC/Winnipeg*) who is not in an overtime position and has indicated in writing a desire to work an available shift, in order to qualify for the full-time incentive, shall have preference over the Employer scheduling any nurse at overtime rates whether the nurse is at the site or not.
- Where the Employer reassigns or temporarily transfers a part-time nurse, beyond the nurses regular EFT, they shall have the option to choose whether or not the hours accrued for the reassignment/transfer shall be eligible either for the reassignment/transfer premium or count towards eligibility for the full-time Salary Enhancement. If nurses choose to have the hours count towards eligibility for the full-time Salary Enhancement, the nurse must make that declaration in writing, the reassignment premium shall not be payable.
- Hours paid at regular rates include: vacation, income protection of less than four (4) weeks, and all other paid leaves approved by the Employer.
- For a nurse who holds a 1.0 EFT they shall still qualify for The Salary Enhancement if the nurse is on an unpaid leave of absence of less than four (4) weeks.
- Part-time and/or casual nurses off on WCB who would otherwise qualify for The Salary Enhancement by virtue of established EFT or previous established pattern of working sufficient, hours in the previous eight (8) weeks, to qualify on a consistent basis are eligible for qualification to the full-time Salary Enhancement.

- For the duration this full-time Salary Enhancement is in effect, income protection may not be utilized for shifts paid at overtime rates. For clarity, income protection can be utilized when a nurse is unable to attend work for a shift (or portions thereof) paid at regular rates or scheduled at regular rates of pay.

EMPLOYER WILL AGREE:

- Employer will establish a mechanism that allows for nurses to readily view and apply for all available shifts at any site/Employer within their Employer Organization (exception HSC/Winnipeg). This principle also applies to nurses in the Provincial Travel Nurse Team.
- The Employer will provide to the Union:
 - Agency hours and agency costs for the fiscal year 2023/24
 - Overtime hours and overtime cost for the fiscal years 2023/24
 - Total vacant positions (broken down by EFT for the qualifying classifications) as of an agreed to date
 - Most current vacancy rates for the qualifying classifications available as of an agreed to date.
 - Total vacant positions (broken down by EFT) as of March 31, 2025, March 31, 2026, March 31, 2027.
- The Employer and Union agree the information as contained in Schedule “B” is accurate.
- The Employer commencing fiscal year April 1, 2025 will provide quarterly reports to the Joint Nursing Council sub-committee. The following information will be provided:
 - Agency hours and agency cost;
 - Overtime hours and overtime cost (including a break out total of mandatory overtime);
 - Nurse vacancy rates;
 - Count of all vacant positions;
 - Net increase or decrease of EFTs (upon request the Union shall be provided specifics for a particular Employer site or unit within the EO);
 - Frequency and volume of reassignment;
 - Cost of implementation of the incentive vs. cost saved from reduction of agency and overtime.
 - Any information reasonably necessary to determine the efficacy of The Incentive in reducing overtime, agency usage and/or vacancy rates.
- The Salary Enhancement shall be applied to all hours paid at regular rates of pay for qualifying nurses beginning on April 1, 2025.

- Wherever reasonably possible, the Employer will provide the greatest opportunity for nurses to access The Salary Enhancement. For clarity, the Union retains the ability to grieve the reasonability of disqualification of a nurse from The Salary Enhancement due to an Employer imposed change.

C. MONITORING PARAMATERS FOR THE PILOT PROJECT:

THE PARTIES AGREE:

- The pilot project will be monitored quarterly by the Joint Nursing Council or designated sub-committee which will also include a representative of the Manitoba Government.
- The designated subcommittee shall consist of equal representation from each of the parties, three (3) from the Union and three (3) from the Employer/Government.
- All administrative systems and associated scheduling guidelines, allowing nurses maximal access to available shifts within their EO (exception HSC/Winnipeg) related to the project along with required orientation shall be implemented no later than April 1, 2025. (Initial Scheduling Guidelines in Schedule “C”)
- The committee shall continue to monitor the efficacy of The Salary Enhancement with regards to mitigating the challenges associated with the nursing shortage, reducing overtime and/or agency use.
- Modifications of the previously stated eligibility parameters may occur as a result of the impact on the above noted set of baseline data provided that such modifications are mutually agreed upon between the parties. Should The Salary Enhancement not achieve a measurable improvement confirmed via the set of baseline data above, the parties shall meet to consider, modification or revision of The Salary Enhancement and implement any necessary changes to better ensure effective alignment with the purposes of The Salary Enhancement. Any changes prior to the expiry of the trial period require mutual agreement of the parties.
- The Salary Enhancement may only be discontinued after the trial period, if it proves to be ineffective in reducing overtime and/or agency use to a significant degree.
- If after the trial period, The Salary Enhancement is discontinued, the Employer agrees that it shall meet promptly with the Union to collaborate and develop alternative and meaningful enhancements that shall significantly and tangibly:
 - (i) improve the retention and recruitment of nurses; and/or
 - (ii) reduce or eliminate agency nurse use and/or excessive overtime; and/or address new challenge(s) that have arisen within the Healthcare Sector

- Where one party intends to assert The Salary Enhancement ought to be discontinued, they shall provide notice in writing to the other party no later than ninety (90) days prior to the expiry of the trial period. The parties shall meet no later than ten (10) days after such notice is provided, and thereafter as often as required in order to establish a new enhancement prior to the expiry of this incentive,
- The new Salary Enhancement program shall commence immediately upon expiry of the current Full Time Hours Incentive and the funds from the previous incentive (prior to The Salary Enhancement) equivalent to a maximum of the total amount of full-time incentives paid out during fiscal year 2024/2025 - approximately fifty (50) million dollars in relation to the Recruitment and Retention Memorandum of Agreement signed between the parties on December 7, 2022) shall be invested in, and reallocated to, the new incentive, which shall continue for the life of the current Collective Agreement.

Signed this 9th day of July 2024

FOR THE EMPLOYER:



Wanda Reader
Interim Executive Director
Provincial Health Labour Relations Services

FOR THE UNION:



Mike Sutherland
Executive Director
Manitoba Nurses Union

For the duration of the Full-Time Hours Salary Enhancement incentive as prescribed in the MOU, the parties agree that no income protection may be utilized for overtime shifts for any nurse in any classification. Nurses shall be entitled to utilize accrued income protection credits for additional shifts scheduled at regular rates of pay. For clarity, this applies to all classifications irrespective of whether or not covered by this MOU.

MOU#
SCHEDULE "A" - STANDARD REGION SALARIES ADJUSTED FOR FULL TIME HOURS SALARY ENHANCEMENT
FOR ILLUSTRATIVE PURPOSES ONLY

A1. Effective April 1, 2025

Hourly Rate calculated by adding \$5.95 to the appropriate classification rate
 Annual Salary is calculated as Hourly Rate x Annual Hours. Monthly is Annual Salary ÷ 12.

Row	Standard Grp No.	Note	Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25	
1	LPN		Licensed Practical Nurse	2015	Hourly	39,184	40,273	41,346	42,652	43,845	45,184	46,578	47,798	48,636	49,940	50,796
					Monthly	6,579.647	6,762.508	6,942.683	7,161.982	7,362.306	7,587.147	7,821.223	8,026.081	8,166.795	8,310.196	8,529.495
					Annual	78,955.760	81,150.095	83,312.190	85,943.780	88,347.675	91,045.760	93,854.670	96,312.970	98,001.540	99,723.350	102,353.940
2	LPN		Weekend Worker - Licensed Practical Nurse	2015	Hourly	44,170	45,421	46,655	48,155	49,531	51,066	52,675	54,075	55,037	56,018	57,520
					Monthly	7,416.879	7,626.943	7,834.152	8,086.027	8,317.080	8,574.833	8,845.010	9,080.094	9,241.630	9,406.356	9,658.567
					Annual	89,002.550	91,523.315	94,009.825	97,032.325	99,804.965	102,897.900	106,140.125	108,961.125	110,899.555	112,876.270	115,902.800
3	LPN		Weekend Worker - Licensed Practical Nurse (PIO)	1872	Hourly	47,089	48,437	49,764	51,379	52,862	54,513	56,244	57,751	58,786	59,843	61,460
					Monthly	7,345.884	7,556.172	7,763.184	8,015.124	8,246.472	8,504.028	8,774.064	9,009.156	9,170.616	9,335.508	9,587.760
					Annual	88,150.608	90,674.064	93,158.208	96,181.488	98,957.664	102,048.336	105,288.768	108,109.872	110,447.392	112,026.096	115,053.120
4	CRN		CRN/Charge Nurse	2015	Hourly	50,191	51,710	53,262	54,828	56,322	57,908	59,230	60,294	61,381	62,489	64,185
					Monthly	8,427.905	8,682.971	8,943.578	9,206.535	9,457.403	9,723.718	9,945.704	10,124.368	10,306.893	10,492.945	10,777.731
					Annual	101,134.865	104,195.650	107,322.930	110,478.420	113,488.830	116,684.620	119,348.450	121,492.410	123,682.715	125,915.335	129,332.775
5	CRN		CRN/Charge Nurse (15-Year Scale)	2015	Hourly	51,077	52,625	54,209	55,806	57,329	58,947	60,296	61,381			
					Monthly	8,576.680	8,836.615	9,102.595	9,370.758	9,626.495	9,898.184	10,124.703	10,306.893			
					Annual	102,920.155	106,039.375	109,231.135	112,449.090	115,517.935	118,778.205	121,496.440	123,682.715			
6	CRN		CRN/Charge Nurse (20-Year Scale)	2015	Hourly	51,979	53,559	55,174	56,803	58,357	60,007	61,383	62,489			
					Monthly	8,728.140	8,993.449	9,264.634	9,538.170	9,799.113	10,076.175	10,307.229	10,492.945			
					Annual	104,737.685	107,921.385	111,175.610	114,458.045	117,589.355	120,914.105	123,686.745	125,915.335			
7	CRN		CRN/Charge Nurse (25-Year Scale)	2015	Hourly	53,361	54,987	56,560	58,229	59,929	61,629	63,045	64,185			
					Monthly	8,960.201	9,233.234	9,512.479	9,794.411	10,063.078	10,348.536	10,586.306	10,777.731			
					Annual	107,522.415	110,798.805	114,149.750	117,532.935	120,756.935	124,182.435	127,035.675	129,332.775			
8	CRN		Weekend Worker - CRN/Charge Nurse	2015	Hourly	58,329	59,872	61,449	63,159	64,877	66,702	67,221	68,447	69,696	70,972	72,923
					Monthly	9,542.536	9,835.215	10,135.114	10,437.532	10,726.013	11,032.461	11,287.526	11,493.392	11,703.120	11,917.382	12,244.987
					Annual	114,510.435	118,022.580	121,621.370	125,250.385	128,712.155	132,389.530	135,450.315	137,920.705	140,437.440	143,008.580	146,939.845
9	CRN		Weekend Worker - CRN/Charge Nurse (15-Year Scale)	2015	Hourly	57,847	59,625	61,447	63,283	65,035	66,897	68,447	69,696			
					Monthly	9,713.475	10,012.031	10,317.975	10,626.270	10,920.460	11,233.121	11,493.392	11,703.120			
					Annual	116,561.705	120,144.375	123,815.705	127,515.245	131,045.525	134,797.455	137,920.705	140,437.440			
10	CRN		Weekend Worker - CRN/Charge Nurse (20-Year Scale)	2015	Hourly	58,885	60,698	62,558	64,430	66,217	68,117	69,696	70,972			
					Monthly	9,887.773	10,192.206	10,504.531	10,818.871	11,118.938	11,437.980	11,703.120	11,917.382			
					Annual	118,653.275	122,306.470	126,054.370	129,826.450	133,427.255	137,255.750	140,437.440	143,008.580			
11	CRN		Weekend Worker - CRN/Charge Nurse (25-Year Scale)	2015	Hourly	60,473	62,341	64,255	66,185	68,025	69,982	71,609	72,923			
					Monthly	10,154.425	10,468.093	10,789.485	11,113.565	11,422.531	11,751.144	12,024.345	12,244.987			
					Annual	121,853.095	125,617.115	129,473.825	133,362.775	137,070.375	141,013.730	144,292.135	146,939.845			
12	CRN		Weekend Worker - CRN/Charge Nurse (PIO)	1872	Hourly	60,715	62,993	64,515	66,452	68,302	70,267	71,903	73,221	74,566	75,938	78,037
					Monthly	9,471.540	9,764.508	10,064.340	10,366.512	10,655.112	10,961.652	11,216.868	11,422.476	11,632.296	11,846.328	12,173.772
					Annual	113,658.480	117,174.096	120,772.080	124,398.144	127,861.344	131,539.824	134,602.416	137,069.712	139,587.552	142,155.936	146,085.264
13	CRN		Weekend Worker - CRN/Charge Nurse (15-Year Scale) (PIO)	1872	Hourly	61,810	63,726	65,686	67,662	69,349	71,554	73,222	74,566			
					Monthly	9,642.360	9,941.266	10,247.016	10,555.272	10,849.644	11,162.424	11,422.632	11,632.296			
					Annual	115,708.320	119,295.072	122,964.192	126,663.264	130,195.728	133,949.088	137,071.584	139,587.552			
14	CRN		Weekend Worker - CRN/Charge Nurse (20-Year Scale) (PIO)	1872	Hourly	62,928	64,881	66,881	68,896	70,821	72,866	74,567	75,938			
					Monthly	9,816.768	10,121.436	10,433.436	10,747.776	11,048.076	11,367.096	11,632.452	11,846.328			
					Annual	117,801.216	121,457.232	125,201.232	128,973.312	132,576.912	136,405.152	139,589.424	142,155.936			
15	CRN		Weekend Worker - CRN/Charge Nurse (25-Year Scale) (PIO)	1872	Hourly	64,637	66,649	68,708	70,785	72,767	74,873	76,626	78,037			
					Monthly	10,083.372	10,397.244	10,718.448	11,042.460	11,351.652	11,680.188	11,953.656	12,173.772			
					Annual	121,000.464	124,766.928	128,621.376	132,509.520	136,219.824	140,162.256	143,443.872	146,085.264			
16	ORTII		ORT II	2015	Hourly	41,346	42,652	43,845	45,194	46,427	47,700	48,990	50,279	51,165	52,069	53,452
					Monthly	6,942.683	7,161.982	7,362.306	7,588.826	7,797.564	8,009.825	8,226.238	8,442.682	8,591.456	8,743.253	8,975.482
					Annual	83,312.190	85,943.780	88,347.675	91,065.910	93,570.555	96,115.600	98,714.850	101,312.185	103,097.475	104,919.035	107,705.780
17	ORTII		ORT II (Weekend Worker Rates)	2015	Hourly	46,655	48,155	49,531	51,080	52,511	53,962	55,445	56,930	57,949	58,989	60,580
					Monthly	7,834.152	8,086.027	8,317.080	8,577.183	8,817.472	9,061.119	9,310.140	9,559.496	9,730.603	9,905.236	10,172.392
					Annual	94,009.825	97,032.325	99,804.965	102,926.200	105,809.665	108,733.430	111,721.675	114,713.950	116,767.235	118,862.835	122,068.700
18	ORTII		ORT II (Weekend Worker Rates) (PIO)	1872	Hourly	49,764	51,379	52,862	54,527	56,067	57,629	59,225	60,823	61,921	63,041	64,753
					Monthly	7,763.184	8,015.124	8,246.472	8,506.212	8,746.452	8,990.124	9,239.100	9,488.388	9,659.676	9,834.396	10,101.468
					Annual	93,158.208	96,181.488	98,957.664	102,074.544	104,957.424	107,881.488	110,869.200	113,860.656	115,916.112	118,012.752	121,217.616
19	N2		Nurse II	2015	Hourly	47,683	49,141	50,602	52,123	53,615	55,158	56,141	57,146	58,171	59,215	60,812
					Monthly	8,006.770	8,251.593	8,496.919	8,752.320	9,002.852	9,261.948	9,427.010	9,595.766	9,767.880	9,943.185	10,211.348
					Annual	96,081.245	99,019.115	101,963.030	105,027.845	108,034.225	111,143.370	113,124.115	115,149.190	117,214.565	119,318.225	122,536.180
20	N2		Nurse II (15-Year Scale)	2015	Hourly	48,517	50,005	51,495	53,046	54,568	56,142	57,145	58,171			
					Monthly	8,146.813	8,396.673	8,646.869	8,907.308	9,167.800	9,427.178	9,595.598	9,767.880			
					Annual	97,761.755	100,760.075	103,762.425	106,887.690	109,954.520	113,126.130	115,147.175	117,214.565			

21	N2	Nurse II (20-Year Scale)	2015	Hourly	49,369	50,887	52,406	53,989	55,540	57,146	58,170	59,215			
				Monthly	8,289,878	8,544,775	8,799,841	9,065,653	9,326,092	9,595,766	9,767,713	9,943,185			
				Annual	99,478,535	102,537,305	105,598,090	108,787,835	111,913,100	115,149,190	117,212,550	119,318,225			
22	N2	Nurse II (25-Year Scale)	2015	Hourly	50,672	52,235	53,800	55,430	57,028	58,862	59,737	60,812			
				Monthly	8,508,673	8,771,127	9,033,917	9,307,621	9,575,952	9,853,686	10,030,838	10,211,348			
				Annual	102,104,080	105,253,525	108,407,000	111,691,450	114,911,420	118,244,230	120,370,055	122,536,180			
23	N2	Weekend Worker - Nurse II	2015	Hourly	53,945	55,620	57,300	59,051	60,762	62,539	63,671	64,825	66,002	67,203	69,041
				Monthly	9,058,265	9,339,525	9,621,625	9,915,647	10,202,953	10,501,340	10,691,422	10,885,198	11,082,836	11,284,504	11,593,135
				Annual	108,699,175	112,074,300	115,459,500	118,987,765	122,435,430	126,016,085	128,297,065	130,622,375	132,994,030	135,414,045	139,117,615
24	N2	Weekend Worker - Nurse II (15-Year Scale)	2015	Hourly	54,904	56,614	58,328	60,114	61,858	63,670	64,826	66,002			
				Monthly	9,219,297	9,506,434	9,794,243	10,094,143	10,386,989	10,691,254	10,885,366	11,082,836			
				Annual	110,631,560	114,077,210	117,530,920	121,129,710	124,643,870	128,295,050	130,624,390	132,994,030			
25	N2	Weekend Worker - Nurse II (20-Year Scale)	2015	Hourly	55,883	57,627	59,376	61,197	62,976	64,825	66,003	67,203			
				Monthly	9,383,687	9,676,534	9,970,220	10,275,996	10,574,720	10,885,198	11,083,004	11,284,504			
				Annual	112,604,245	116,118,405	119,642,640	123,311,955	126,896,640	130,622,375	132,996,045	135,414,045			
26	N2	Weekend Worker - Nurse II (25-Year Scale)	2015	Hourly	57,382	59,178	60,979	62,854	64,687	66,591	67,804	69,041			
				Monthly	9,635,394	9,936,973	10,239,390	10,554,234	10,862,025	11,181,739	11,385,422	11,593,135			
				Annual	115,624,730	119,243,670	122,872,685	126,650,810	130,344,305	134,180,865	136,625,060	139,117,615			
27	N2	Weekend Worker - Nurse II (PIO)	1872	Hourly	57,612	59,415	61,223	63,107	64,949	66,862	68,080	69,322	70,590	71,883	73,861
				Monthly	8,987,472	9,268,740	9,550,788	9,844,692	10,132,044	10,430,472	10,620,480	10,814,232	11,012,040	11,213,748	11,522,316
				Annual	107,849,664	111,224,880	114,609,456	118,136,304	121,584,528	125,165,664	127,445,760	129,770,784	132,144,480	134,564,976	138,267,792
28	N2	Weekend Worker - Nurse II (15-Year Scale) (PIO)	1872	Hourly	58,645	60,485	62,329	64,250	66,129	68,081	69,322	70,590			
				Monthly	9,148,620	9,435,660	9,723,324	10,023,000	10,316,124	10,620,636	10,814,232	11,012,040			
				Annual	109,783,440	113,227,920	116,679,888	120,276,000	123,793,488	127,447,632	129,770,784	132,144,480			
29	N2	Weekend Worker - Nurse II (20-Year Scale) (PIO)	1872	Hourly	59,700	61,576	63,456	65,417	67,332	69,323	70,590	71,883			
				Monthly	9,314,200	9,605,856	9,899,136	10,205,052	10,503,792	10,814,388	11,012,040	11,213,748			
				Annual	111,758,400	115,270,272	118,789,632	122,460,624	126,045,504	129,772,656	132,144,480	134,564,976			
30	N2	Weekend Worker - Nurse II (25-Year Scale) (PIO)	1872	Hourly	61,312	63,244	65,181	67,200	69,173	71,224	72,529	73,861			
				Monthly	9,564,672	9,866,064	10,168,236	10,483,200	10,790,988	11,110,944	11,314,524	11,522,316			
				Annual	114,776,064	118,392,768	122,018,832	125,798,400	129,491,856	133,331,328	135,774,288	138,267,792			
31	N3	Nurse III	2015	Hourly	49,271	50,731	52,258	53,745	55,126	56,632	58,188	59,233	60,299	61,386	63,049
				Monthly	8,273,422	8,518,580	8,774,989	9,024,681	9,256,574	9,509,457	9,770,735	9,946,208	10,125,207	10,307,733	10,586,978
				Annual	99,281,065	102,222,965	105,299,870	108,296,175	111,078,890	114,113,680	117,248,820	119,354,495	121,502,485	123,692,790	127,043,735
32	N3	Nurse III (15-Year Scale)	2015	Hourly	50,138	51,626	53,184	54,701	56,109	57,647	59,233	60,299			
				Monthly	8,419,006	8,668,866	8,930,480	9,185,210	9,421,636	9,679,892	9,946,208	10,125,207			
				Annual	101,028,070	104,026,390	107,165,760	110,222,515	113,059,635	116,158,705	119,354,495	121,502,485			
33	N3	Nurse III (20-Year Scale)	2015	Hourly	51,021	52,540	54,128	55,676	57,112	58,680	60,299	61,386			
				Monthly	8,567,276	8,822,342	9,088,993	9,348,928	9,590,057	9,853,350	10,125,207	10,307,733			
				Annual	102,807,315	105,868,100	109,067,920	112,187,140	115,080,680	118,240,200	121,502,485	123,692,790			
34	N3	Nurse III (25-Year Scale)	2015	Hourly	52,373	53,937	55,574	57,168	58,647	60,263	61,929	63,049			
				Monthly	8,794,300	9,056,921	9,331,801	9,599,460	9,847,809	10,119,162	10,398,911	10,586,978			
				Annual	105,531,595	108,683,055	111,981,610	115,193,520	118,173,705	121,429,945	124,786,935	127,043,735			
35	N3	Weekend Worker - Nurse III	2015	Hourly	55,768	57,450	59,203	60,913	62,503	64,235	66,025	67,226	68,452	69,702	71,614
				Monthly	9,364,377	9,646,813	9,941,170	10,228,308	10,495,295	10,786,127	11,086,698	11,288,366	11,494,232	11,704,128	12,025,184
				Annual	112,372,520	115,761,750	119,294,045	122,739,695	125,943,545	129,433,525	133,040,375	135,460,390	137,930,780	140,449,530	144,302,210
36	N3	Weekend Worker - Nurse III (15-Year Scale)	2015	Hourly	56,765	58,480	60,269	62,012	63,634	65,401	67,226	68,452			
				Monthly	9,531,790	9,819,767	10,120,170	10,412,848	10,685,209	10,981,918	11,288,366	11,494,232			
				Annual	114,381,475	117,837,200	121,442,035	124,954,180	128,222,510	131,783,015	135,460,390	137,930,780			
37	N3	Weekend Worker - Nurse III (20-Year Scale)	2015	Hourly	57,781	59,530	61,355	63,133	64,788	66,590	68,452	69,702			
				Monthly	9,702,393	9,996,079	10,302,527	10,601,083	10,878,985	11,181,571	11,494,232	11,704,128			
				Annual	116,428,715	119,952,950	123,630,325	127,212,995	130,547,820	134,178,850	137,930,780	140,449,530			
38	N3	Weekend Worker - Nurse III (25-Year Scale)	2015	Hourly	58,336	61,137	63,017	64,849	66,553	68,410	70,327	71,614			
				Monthly	9,963,503	10,265,921	10,581,605	10,898,228	11,175,358	11,487,179	11,809,075	12,025,184			
				Annual	119,562,040	123,191,055	126,979,255	130,670,735	134,104,295	137,846,150	141,708,905	144,302,210			
39	N3	Weekend Worker - Nurse III (PIO)	1872	Hourly	59,574	61,384	63,271	65,112	66,822	68,688	70,614	71,906	73,226	74,572	76,631
				Monthly	9,293,544	9,575,904	9,870,276	10,157,472	10,424,232	10,715,328	11,015,784	11,217,336	11,423,256	11,633,232	11,954,436
				Annual	111,522,528	114,910,848	118,443,312	121,889,664	125,090,784	128,583,936	132,189,408	134,608,032	137,079,072	139,598,784	143,453,232
40	N3	Weekend Worker - Nurse III (15-Year Scale) (PIO)	1872	Hourly	60,647	62,492	64,418	66,296	68,040	69,943	71,907	73,226			
				Monthly	9,460,932	9,748,752	10,049,208	10,342,176	10,614,240	10,911,108	11,217,492	11,423,256			
				Annual	113,531,184	116,995,024	120,590,496	124,106,112	127,370,880	130,933,296	134,609,904	137,079,072			
41	N3	Weekend Worker - Nurse III (20-Year Scale) (PIO)	1872	Hourly	61,741	63,624	65,587	67,503	69,282	71,223	73,227	74,572			
				Monthly	9,631,596	9,925,344	10,231,572	10,530,468	10,807,992	11,110,788	11,423,412	11,633,232			
				Annual	115,579,152	119,104,128	122,778,864	126,365,616	129,695,904	133,329,456	137,080,944	139,598,784			

42	N3	Weekend Worker - Nurse III (25-Year Scale) (PIO)	1872	Hourly Monthly Annual	63.415 9,892,740 118,712,880	65.354 10,195,224 122,342,688	67.376 10,510,656 126,127,872	69.350 10,818,600 129,823,200	71.182 11,104,392 133,252,704	73.181 11,416,236 136,994,832	75.245 11,738,220 140,858,640	76.631 11,954,436 143,453,232			
43	N3	Nurse III - WRHA Community (PIO)	2015	Hourly Monthly Annual	48.437 8,133,380 97,600,555	49.861 8,372,493 100,469,915	51.382 8,627,894 103,534,730	52.834 8,871,709 106,460,510	54.182 9,098,061 109,176,730	55.833 9,341,708 112,100,495	57.181 9,601,643 115,219,715	58.206 9,773,758 117,285,090	59.251 9,949,230 119,390,765	60.316 10,128,062 121,536,740	61.947 10,401,934 124,823,205
44	LPN	Weekend Worker - Licensed Practical Nurse	1872	Hourly Monthly Annual	45.299 7,066,644 84,799,728	46.590 7,268,040 87,216,480	47.861 7,466,316 89,595,792	49.406 7,707,336 92,488,032	50.819 7,927,764 95,133,168	52.404 8,175,024 98,100,288	54.055 8,432,580 101,190,960	55.500 8,658,000 103,896,000	56.491 8,812,596 105,751,152	57.503 8,970,468 107,645,616	59.050 9,211,800 110,541,600
45	CRN	Weekend Worker - CRN/Charge Nurse	1872	Hourly Monthly Annual	58.333 9,099,948 109,199,376	60.131 9,380,436 112,565,232	61.969 9,667,164 116,005,968	63.824 9,956,544 119,478,528	65.591 10,232,196 122,786,352	67.470 10,525,320 126,303,840	69.035 10,769,460 129,233,520	70.295 10,966,020 131,592,240	71.581 11,166,636 133,999,632	72.894 11,371,464 136,457,568	74.902 11,684,712 140,216,544
46	CRN	Weekend Worker - CRN/Charge Nurse (15-Year Scale)	1872	Hourly Monthly Annual	59.381 9,263,436 111,161,232	61.215 9,549,540 114,594,480	63.090 9,842,040 118,104,480	64.981 10,137,036 121,644,432	66.783 10,418,148 125,017,776	68.701 10,717,356 128,608,272	70.297 10,966,332 131,595,984	71.582 11,166,792 134,001,504	72.895 11,371,620 136,459,440		
47	CRN	Weekend Worker - CRN/Charge Nurse (20-Year Scale)	1872	Hourly Monthly Annual	60.450 9,430,200 113,162,400	62.320 9,721,920 116,663,040	64.232 10,020,192 120,242,304	66.162 10,321,272 123,855,264	68.000 10,608,000 127,296,000	69.556 10,913,136 130,957,632	71.584 11,167,104 134,005,248	72.895 11,371,620 136,459,440			
48	CRN	Weekend Worker - CRN/Charge Nurse (25-Year Scale)	1872	Hourly Monthly Annual	62.084 9,685,104 116,221,248	64.011 9,985,716 119,828,592	65.981 10,293,036 123,516,432	67.968 10,603,008 127,236,096	69.861 10,898,316 130,779,792	71.876 11,212,656 134,551,872	73.553 11,474,268 137,691,216	74.903 11,684,868 140,218,416			
49	ORTII	ORT II (Weekend Worker Rates)	1872	Hourly Monthly Annual	47.861 7,466,316 89,595,792	49.406 7,707,336 92,488,032	50.819 7,927,764 95,133,168	52.416 8,176,896 98,122,752	53.887 8,406,372 100,876,464	55.382 8,639,592 103,675,104	56.910 8,877,960 106,535,520	58.437 9,116,172 109,394,064	59.486 9,279,816 111,357,792	60.556 9,446,736 113,360,832	62.194 9,702,264 116,427,168
50	N2	Weekend Worker - Nurse II	1872	Hourly Monthly Annual	55.362 8,636,472 103,637,664	57.090 8,906,040 106,872,480	58.819 9,175,764 110,109,168	60.220 9,456,720 113,480,640	62.386 9,732,216 116,786,592	64.213 10,017,228 120,206,736	65.378 10,198,968 122,387,616	66.567 10,384,452 124,613,424	67.781 10,573,836 126,886,032	69.017 10,766,652 129,199,824	70.909 11,061,804 132,741,648
51	N2	Weekend Worker - Nurse II (15-Year Scale)	1872	Hourly Monthly Annual	56.351 8,790,756 105,489,072	58.112 9,065,472 108,785,664	59.876 9,340,656 112,087,872	61.713 9,627,228 115,526,736	63.516 9,908,496 118,901,952	65.379 10,199,124 122,389,488	66.566 10,384,296 124,611,552	67.780 10,573,680 126,884,160			
52	N2	Weekend Worker - Nurse II (20-Year Scale)	1872	Hourly Monthly Annual	57.359 8,948,004 107,376,048	59.155 9,228,180 110,738,160	60.955 9,508,980 114,107,760	62.828 9,801,168 117,614,016	64.668 10,088,208 121,058,496	66.567 10,384,452 124,613,424	67.779 10,573,524 126,882,288	69.017 10,766,652 129,199,824			
53	N2	Weekend Worker - Nurse II (25-Year Scale)	1872	Hourly Monthly Annual	58.901 9,188,556 110,262,672	60.751 9,477,156 113,725,872	62.605 9,766,380 117,196,560	64.535 10,067,460 120,809,520	66.429 10,362,924 124,355,088	68.386 10,668,216 128,018,592	69.633 10,862,748 130,352,976	70.909 11,061,804 132,741,648			
54	N3	Weekend Worker - Nurse III	1872	Hourly Monthly Annual	57.244 8,930,064 107,160,768	58.971 9,199,476 110,393,712	60.780 9,481,680 113,780,160	62.541 9,756,396 117,076,752	64.176 10,011,456 120,137,472	65.599 10,289,604 123,475,248	67.801 10,576,956 126,923,472	69.039 10,770,084 129,241,008	70.300 10,966,800 131,601,600	71.588 11,167,728 134,012,736	73.557 11,474,892 137,698,704
55	N3	Weekend Worker - Nurse III (15-Year Scale)	1872	Hourly Monthly Annual	58.289 9,089,964 109,079,568	60.031 9,364,836 112,378,032	61.877 9,652,812 115,833,744	63.673 9,932,988 119,195,856	65.341 10,193,196 122,318,352	67.159 10,476,804 125,721,648	69.039 10,770,084 129,241,008	70.300 10,966,800 131,601,600			
56	N3	Weekend Worker - Nurse III (20-Year Scale)	1872	Hourly Monthly Annual	59.315 9,253,140 111,037,680	61.113 9,533,628 114,403,536	62.966 9,827,376 117,928,512	64.828 10,113,168 121,358,016	66.528 10,378,368 124,540,416	68.383 10,667,748 128,012,976	70.300 10,966,800 131,601,600	71.588 11,167,728 134,012,736			
57	N3	Weekend Worker - Nurse III (25-Year Scale)	1872	Hourly Monthly Annual	60.916 9,502,896 114,034,752	62.769 9,791,964 117,503,568	64.708 10,094,448 121,133,376	66.594 10,388,664 124,663,968	68.346 10,661,976 127,943,712	70.256 10,959,936 131,519,232	72.231 11,268,036 135,216,432	73.556 11,474,736 137,698,832			

LETTER OF AGREEMENT

Between the

Government of Manitoba

And

**Provincial Health Labour Relations Service (“the Employer”)
(ON BEHALF OF THE EMPLOYERS IN SHARED HEALTH, WINNIPEG-CHURCHILL
HEALTH REGION, NORTHERN HEALTH REGION, PRAIRIE MOUNTAIN HEALTH
REGION, SOUTHERN HEALTH-SANTÉ SUD HEALTH REGION AND INTERLAKE-
EASTERN HEALTH REGION EMPLOYERS ORGANIZATIONS)**

And

Manitoba Nurses’ Union (“the Union”)

RE: SUB-COMMITTEE ON NURSE PATIENT RATIOS

WHEREAS the Government, the Manitoba Nurses’ Union and the Provincial Health Labour Relations Services (PHLRS) on behalf of Employer Organizations party to central bargaining, hereinafter referred to collectively as “the Parties”, acknowledge their respective commitments to quality health care and patient safety, and agree that Nurses play a pivotal role in the quality of the health care system;

AND WHEREAS the Parties are committed to establishing minimum Nurse Patient Ratios (“NPRs”) as part of team-based care, hospital-based care, long term and residential care, and community and non-hospital care (collectively, “the identified areas of patient care”);

NOW THEREFORE THE PARTIES AGREE THAT:

The Parties shall work collaboratively to develop NPRs. The development of such NPRs shall be assigned to a Sub-Committee as follows:

1. Within three (3) months sixty (60) days of the Union and the Employer ratifying a Collective Agreement, a Sub-Committee, falling under the umbrella of the Joint Nursing Council (JNC), will be formed consisting of Government of Manitoba representatives and an equal number of both Union and Employer representatives.
2. The Sub-Committee will be charged with the responsibility of defining a “Made in Manitoba” approach for the establishment of NPRs that factor in the uniqueness of Manitoba and the population served. However, the Sub-Committee should exercise due and reasonable diligence in considering related actions and nurse patient ratio

recommendations that are acted upon in other jurisdictions which provide health care to a similar standard of that which exists in Manitoba.

3. The Government of Manitoba will provide funding to ensure adequate administrative support is provided to the Sub-Committee, and to engage a Research Project Coordinator to facilitate and support the Sub-Committee.
4. The Sub-Committee will make recommendations for appropriate NPRs by considering the overall skills mix of staff providing patient care on a unit, the complexity of care, acuity of care, nurse expertise, multi-disciplinary team supports, safety and physical layout.
5. The Sub-Committee will use continuous improvement methodology in the development of recommendations for a “Made in Manitoba” approach to NPRs.
6. The Sub-Committee will determine evaluation metrics and indicators to be utilized to measure outcomes.
7. The Sub-Committee will develop a plan of priority areas of focus no later than January 1st, 2025.
8. The Sub-Committee will be charged to develop a process that promotes selection of positions rather than the deletion of positions, should rotation changes be required to meet the objectives of the Sub-Committee.
9. The Sub-Committee will provide their agreed upon recommendations with respect to NPRs to the Minister of Health, Seniors and Long Term Care (“the Minister”) no later than May 1st 2026 January 1st, 2026, unless otherwise mutually agreed to extend the date to no later than March 1st, 2026.

The Minister will review and consider the recommendations from the Sub-Committee and the Minister will make a determination on the implementation of such recommendations.

In the event the Sub-Committee is not able to agree on appropriate NPR recommendations, or if any other issues arising out of this Letter of Agreement remain in dispute, the parties shall initiate the dispute resolution process no later than one hundred and twenty (120) days prior to May 1st 2026 January 1st, 2026, unless otherwise mutually agreed to extend the date to no later than March 1st, 2026.

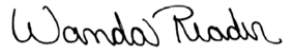
The dispute resolution process is as follows:

Step 1: the Executive Director of Provincial Health Labour Relations Service (PHLRS) and the Executive Director of the Union shall meet in good faith to resolve any dispute arising under this Letter of Agreement.

Step 2: Should a dispute remain after Step 1, either the Union or the Employer may refer the matter(s) for final resolution by an arbitration panel. The panel will be constituted as per the provisions of Article 13 of the Collective Agreement between the Union and the Employer. The panel shall have the authority to make a final determination with respect to NPR recommendations to be presented to the Minister.

Signed this 9th day of July 2024

FOR THE EMPLOYER:



Wanda Reader
Interim Executive Director
Provincial Health Labour Relations Services

FOR THE UNION:



Mike Sutherland
Executive Director
Manitoba Nurses Union

MEMORANDUM OF AGREEMENT

Between

THE MANITOBA NURSES UNION

(The “Union”)

-and-

PROVINCIAL HEALTH LABOUR RELATIONS SERVICES

(“PHLRS”)

on behalf of

THE EMPLOYERS IN THE WINNIPEG-CHURCHILL HEALTH REGION, NORTHERN HEALTH REGION, PRAIRIE MOUNTAIN HEALTH REGION, SOUTHERN HEALTH – SANTÉ SUD HEALTH REGION, INTERLAKE-EASTERN HEALTH REGION and SHARED HEALTH EMPLOYER ORGANIZATIONS

(The “Employer”)

RE: COVID REACTIVATION

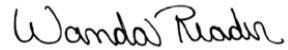
That the parties agree that although the COVID Memoranda dated March 16, 2020 and December 1, 2020 and the Binding Order by a Mediator dated August 26, 2021 will end for all Employer Organizations that have ratified the tentative contract offer, effective May 17, 2024, it will be reactivated under the following conditions:

- 1 – Should the Chief Provincial Medical Officer of Health declare a public health emergency related to COVID under the Public Health Act during the life of this agreement, the terms and provisions of the previous COVID Memoranda (see attached) will immediately take force and effect.
- 2 – At time of declaration, or anytime thereafter the parties may also, by mutual agreement only, expand or increase any provision to the previous COVID Memoranda or add any new provision as mutually agreed upon.
- 3 – The parties agree that should the COVID Memoranda return to be in force and effect by virtue of an Emergency declaration, any and all provisions, incentives, premiums etc. shall be over and above any compensation provided therein the Collective Agreement or any other active Memoranda, unless otherwise agreed by the parties. It is understood that at no time will a nurse receive duplicate premiums or payments for the same purpose.
- 4 – For the Shared Health Employer Organization bargaining unit, unless the Pandemic is declared over by the Minister of Health upon recommendation of the Chief Public Health Officer as prescribed in the COVID Memoranda, the COVID Memoranda shall continue to be in effect for the Shared Health Bargaining Unit, until such time as a new Collective Agreement is ratified or otherwise imposed.

5 – This agreement will end upon expiry of the Collective Agreement (March 31st, 2028).


Signed this 9th day of July 2024

FOR THE EMPLOYER:



Wanda Reader
Interim Executive Director
Provincial Health Labour Relations Services

FOR THE UNION:



Mike Sutherland
Executive Director
Manitoba Nurses Union