

COLLECTIVE AGREEMENT

BETWEEN

ST. AMANT INC.

AND

ST. AMANT NURSES LOCAL 95
OF THE MANITOBA NURSES' UNION

April 1, 2017 to March 31, 2024



A COMMITMENT TO CARING

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THIS AGREEMENT MADE BETWEEN:

ST. AMANT INC.

(hereinafter referred to as the “Employer”)

– and –

ST. AMANT NURSES LOCAL 95

(hereinafter referred to as the “Union”)

PREAMBLE

WHEREAS, it is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible quality of health care in a holistic and person-centered manner through the successful operation of St. Amant programs and services, and to maintain harmonious relationships between the Employer and the members of the Union; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

WHEREAS, the Employer and the Union have agreed to enter into a Collective Agreement containing terms and conditions of employment of the nurses as herein set forth; and

WHEREAS, the Employer 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 Employer will comply with their responsibilities in accordance with Article 2(2) of The Workplace Safety and Health Act.

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

ARTICLE 1 -- SCOPE OF RECOGNITION

101 The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-4481.

ARTICLE 2 - DURATION

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

202 Either party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new Agreement, shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of the Collective Agreement and present its proposals in writing at a meeting between the parties, within thirty (30) days following such notice. If notice is not given as above, the Collective Agreement shall be automatically renewed without change for a further period of one (1) year.

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

ARTICLE 3 -- DEFINITIONS

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

302 Employment status of nurses shall be defined as:

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

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

NOTE: For nurses who work on the Night shift a weekend shall mean from 0745 hours on Friday until 2330 hours on Sunday.

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

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

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

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

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

309 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.

310 Definition of Continuous Service/Length of Employment

"Length of Employment" 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.

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 person(s) supported 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 and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

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

ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

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

The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. Such letter shall include any dues exemptions. The Employer shall forward such dues to the Manitoba Nurses' Union by the 15th day of the following month together with a list of the names of nurses from St. Amant 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 will be provided with specifications as indicated below.

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

The Employer also agrees to deduct once annually the amount of any special general assessment made by the Union. The Union shall notify the Employer, in writing, of the amount of the assessment at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

The Employer agrees to provide each newly hired nurse with a Union Membership Form, or provide an electronic Union Membership Form, or link to an electronic Union Membership Form as requested/determined by the Union at the time of hiring. A nurse who chooses to complete the Union Membership Form shall forward the completed Union Membership Form to the Local 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 number of two (2) nurse representatives or officers of the Union.

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

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

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

512 A representative of the Union shall be granted not less than forty-five (45) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period.

513 No nurse shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement, in accordance with Section 72(1) of the Labour Relations Act of Manitoba.

ARTICLE 6 -- CONTINUANCE OF OPERATIONS

601 The Union agrees that during the life of this Agreement there shall be no strike, and to this end the Union will take affirmative action to prevent any nurse covered by this Agreement from striking. The Employer agrees that for the duration of this Agreement, there shall be no lockout.

ARTICLE 7 -- NON DISCRIMINATION

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

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

ARTICLE 7A -- HEALTH AND SAFETY

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

7A02 In accordance with the Workplace Safety and Health Act, the Employer agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety and personal protective equipment where required and install safety devices where necessary.

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

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

The Employer will make available support through the Critical Incident Stress Management (CISM) team. Appropriate Critical Incident support will be provided, to a nurse affected by a Critical Incident, an incident or circumstances that are deemed by the nurse to be outside the normal experience of their duties/workplace, and/or upon request of the nurse, or the manager on behalf of the nurse.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7B – REPRESENTATIVE WORKFORCE

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

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

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

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

7B04 **Truth and Reconciliation**

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

ARTICLE 8 -- TECHNOLOGICAL CHANGE

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

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

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

802 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 person(s) supported care, reduction of costs, or increased efficiency, to change the general overall function of a nursing unit, the Employer shall provide written notice to the nurses and the Union at least ninety (90) days in advance of the change of function. The Employer and the Union shall enter into discussion within fourteen (14) calendar days of notice being given for the purpose of effecting reasonable provisions to protect the interest of nurse(s) so affected.

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 person(s) supported at St. Amant.

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

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. St. Amant 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 St. Amant's emergency, disaster, and fire plans during orientation to St. Amant. 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 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

The Employer and the Union agree to establish and maintain a Union Management Committee consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include a Director and or/Senior Management delegate. Union representatives shall include the President and/or Vice-President of the Local. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The Committee shall meet at the request of either party subject to five (5) days notice being given but not less than bi-monthly unless otherwise mutually agreed. Other persons may be invited to participate as mutually agreed.

The purpose of the Committee shall be to discuss/study/make recommendations to the Employer and the Union regarding matters of mutual concern.

1103 Nursing Advisory Committee**(1) Purpose of the Committee**

- (a) At the request of either the Union, or the Employer's senior nursing management representative, a Nursing Advisory Committee (NAC) shall be established 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 person(s) supported care and contributes to a healthy work environment.
- (c) It is further agreed it is in the best interests of the Employer, the facilities and the nurses to work together to resolve the issues relative to staffing and scheduling, prolonged periods of work (consecutive hours and consecutive shifts), standby assignments, agency nurse utilization and the use of part time additional shifts and casual shifts as it relates to the creation of permanent positions.
- (d) It is further agreed that to facilitate the effective functioning of the NAC, the NAC as a committee may request and obtain data related to use of additional and/or casual shifts, overtime hours, and vacancies, as well as Agency Nurse utilization with a view to making recommendations relative to the creation of positions and service delivery strategies to ensure the highest quality of person(s) supported 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) 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 (at least one of whom shall be a registered nurse or registered psychiatric nurse), and senior nursing management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.

* 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 St. Amant 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 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 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 issue, or if the NAC is unable to resolve the issue(s) in 1 (a) (i) or 1 (a) (ii), the matter shall be referred in writing to the Director of designate. Upon the request of either party, a meeting will be scheduled as soon as is reasonably possible but no later than fourteen (14) days.
- (d) The response of the Director of designate 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 Director of designate 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, St. Amant 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 St. Amant 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 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 St. Amant 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 IAC 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.

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; the nurse 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. The nurse 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 Human Resources Director or equivalent, and the Human Resources Director or delegate, and the Human Resource Director or delegate 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 the position of Human Resource Director or delegate.

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 the 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 Article 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 Human Resources Director or equivalent, 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 Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work, excluding meal periods, but including rest periods.

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.

1406 Where a nurse cannot arrive as scheduled at St. Amant 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 Manitoba Infrastructure, the nurse shall be rescheduled at a mutually agreeable time if possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. Where the scheduling of such shift cannot be accommodated or the nurse chooses not to be rescheduled, the nurse may take the time from banked time which includes banked overtime, Recognized Holidays or vacation.

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

ARTICLE 15 -- SHIFT SCHEDULES

1501 Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the nurse(s) concerned and the Employer. Requests for specific days off duty shall be submitted in writing at least one (1) week 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.

1503 Night shift shall be considered as the last 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, a weekend being Saturday and Sunday.

NOTE: For nurses who work on the Night shift a weekend shall mean from 0745 hours on Friday until 2330 hours on Sunday.

- (e) a maximum of seven (7) consecutive days of work. It is understood that eight (8) consecutive days of work may be assigned for the purpose of meeting the requirements of Articles 2204 and 2207 inclusive herein.
- (f) a nurse shall work permanently on one (1) shift (i.e. permanent Days or permanent Evenings or permanent Nights).
- (g) A nurse will receive consideration in scheduling to allow them to pursue academic course(s) to further their education. Whenever reasonably possible, subject to resident care requirements, the granting shall be based on the following:
 - (i) the nurse submits their written request at least eight (8) weeks prior to commencing the academic course(s), and
 - (ii) another nurse(s) on the unit is (are) prepared to interchange their 'normally' scheduled shifts for the 'normally' scheduled shifts of the nurse attending the academic course(s), as agreed in writing,
 - (iii) upon completion of the academic course(s) each nurse shall revert to their former rotation pattern.

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

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

1505 Group Self-Scheduling

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

1. The procedure to be followed for Group Self-Scheduling shall be as follows:

(a) A meeting of all nurses on the unit/worksite/program who wish to participate in Group Self-Scheduling and the Employer (as designated) will be held to discuss tentative unit/worksite/program specific Group Self-Scheduling guidelines, the Master Rotation, the Group Self Schedule and proposed date of commencement of the initial test period. A letter will be forwarded to the Local/Worksite President to inform them of the proposed changes.

(b) The length of the initial trial period for Group Self-Scheduling shall be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.

(c) Six (6) weeks prior to the completion of the initial trial period, a meeting of all participating nurses on the unit/worksite/program and the Employer will be held to evaluate Group Self-Scheduling.

2. Upon mutual agreement between the Employer and the Union the Group Self Schedule shall continue for a minimum duration of an additional six (6) 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 month period by either the Employer or the Union by giving written notice of at least six (6) weeks to the other party of its desire to terminate the agreement. The notice shall coincide with the effective date of the implementation of the existing/new master rotation for the unit/worksite/program. This date must commence with the beginning of a new pay period.

3. Group Self-Scheduling shall not result in any additional costs to the Employer

4. All full-time and part-time nurses on a unit/worksite/program may participate in Group Self- Scheduling.

5. Terms and conditions of the Collective Agreement, Appendices and Supplementary Memorandums of Understanding shall remain in full force and effect.

6. Unit/worksite/program specific guidelines for Group Self-Scheduling shall be established/revised for each unit/worksite/program in consultation with, and agreement by, the Union. All self-scheduling groups shall follow the attached general guidelines and are subject to approval by both the Union and the Employer. The provisions of the Collective Agreement including hours of work, shift schedules and overtime shall be adhered to.

7. The Master Rotation must be in place for each unit/worksite/program in accordance with the provisions of Article 1504 of the MNU Collective Agreement. It is understood that any nurse(s) who requests to be scheduled in accordance with their line on the Master Rotation shall be permitted to do so. All nurses hired into a position(s) on the unit/worksite/program shall be provided with the option of following the Master Rotation or Group Self-Schedule, however, the nurse(s) shall complete the Group Self-Schedule for the remainder of the posted shift schedule.

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

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

B. GROUP SELF-SCHEDULING GUIDELINES

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

General Information

The unit/worksite/program specific Group Self-Scheduling guidelines must follow the provisions of the Collective Agreement.

Group Self-Scheduling is a process whereby a group of two (2) or more nurses on the same unit/worksite/program agree to work together and take responsibility for coordinating and selecting their scheduled shifts within the combined master rotation schedules of the group over the scheduling period. Each nurse must meet their current EFT requirement and the additional requirements contained herein.

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.

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.

Group Self-Scheduling meetings shall be held at least once a year so that there is a forum for all participating nurses to voice concerns or make suggestions for change. Attendance is voluntary and all nurses on the unit/worksites/program shall be invited.

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

C. **GUIDELINES**

The Employer established Master Rotation will be used as the basis for each nurse within the Group Self-Scheduling unit/worksites/program.

Nurses within the self-scheduling group are not allowed to schedule themselves in a way that would incur any overtime costs, unless pre-approved by their out of scope Manager/designate.

Each nurse must work a minimum of one (1) shift within each pay period

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.

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.

EFT requirements will be averaged over the six (6), three (3) or two (2) consecutive bi-weekly periods in the shift schedule pattern as applicable, or where it exists.

The out of scope Manager/designate will receive the proposed schedule of the self-scheduling group no later than two (2) weeks prior to the required posting date for the schedule period. The out of scope Manager/designate must approve the proposed schedule prior to it being posted as part of the unit/worksites/program posted schedule. Such approval is not to be unreasonably denied. If approval is denied, the Employer will notify the Union in writing as soon as practicable, such notification to include the reasons for denial.

Vacation scheduling will be done in accordance with Article 21.

All changes to the self-scheduling group schedule must be confirmed with the out of scope Manager/designate in accordance with Article 1502.

ARTICLE 16 -- OVERTIME

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

Authorization must be obtained prior to the start of any overtime work except in emergency situations. Payment for overtime worked when emergency circumstances prevent prior authorization shall be subject to review and approval by management. Such approval shall not be unreasonably withheld.

1602 Effective December 15, 2022, 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. The nurse 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 grounds of the worksite 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 Article 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 they start 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 Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work in accordance with Article 1601. Preference for such overtime shall be awarded in order by unit, program and then facility.

(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.

No nurse shall be required to work overtime against their wishes when other qualified nurses within the work location 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.

1608 A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular shift shall, at their election, be provided a meal at no cost to the nurse or receive ten dollars (\$10.00) effective December 15, 2022.

1609 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.

1610 A nurse who is required to remain on the nursing unit during a meal period or who is required to return to their unit during a meal period, and the missed portion of the meal period is not rescheduled during their shift, shall receive pay at overtime rates for the missed meal period or portion thereof.

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

- (a) An evening shift premium of one dollar and seventy-five cents (\$1.75) [two dollars (\$2.00) effective December 15, 2022] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and the next succeeding 2400 hours.
- (b) A night shift premium of two dollars and fifty cents (\$2.50) [three dollars and fifty cents (\$3.50) effective December 15, 2022] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

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

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

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

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

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

ARTICLE 18 -- STANDBY

1801 "Standby" shall refer to any period of time duly authorized by the Employer during which a nurse is required to be available to return to work without undue delay. Callback shall be limited to the unit(s) for which the nurse is on standby. Standby shall be assigned and scheduled in accordance with the provisions of Article 1501 whenever reasonably possible.

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

1803 A nurse actually called back to work when they are on standby shall be paid for hours worked at the overtime rates, or 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 they 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 at the 440 River Road location for the use of nurses on standby who are called back.

Where a nurse is called back to a location other than 440 River Road, and is required to pay for parking such expenses shall be reimbursed by the Employer.

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 15 minutes shall be compensated at the next higher 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 15 minutes shall be compensated at the next higher 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 temporarily assigned to perform all or substantially all of the duties of a more senior classification, or a nurse designated as being “in charge”, will receive an allowance of one dollar (\$1.00) for each hour worked. This provision does not apply to 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.

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

1903 This allowance shall be applicable to one (1) nurse in the facility on the Day shift, Evening shift, and Night shift except in the case of there being a Nurse III or Nurse IV or an out of scope manager/clinical supervisor assigned to the responsibility of the facility on that shift on duty.

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

ARTICLE 20 – TRANSPORTATION ALLOWANCE

2001 A nurse who is required to terminate or commence their shift 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 if such transportation is available.

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

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

to a minimum guarantee of \$4.00 and a maximum payment of twenty-five (\$25.00) dollars [thirty (\$30.00 dollars effective December 15, 2022)].

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 440 River Road site 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.

Within the City of Winnipeg, mileage travelled to and from a nurse's home and 440 River Road is not eligible for mileage reimbursement.

Where a nurse is authorized to work from home and is required to travel to a worksite that is not the 440 River Road site, reimbursable mileage will be the distance to the site of the first work assignment of the day less the distance from the nurse's home or to 440 River Road. Reimbursable mileage for travel to and from an airport will be calculated in the same fashion.

When travelling home, reimbursable mileage will be the distance to the site of the last work assignment less the distance from the nurse's home to 440 River Road.

When travelling from home to a rural location, reimbursable mileage will be the lesser distance of the following: from the nurse's home to the destination, or 440 River Road to the destination.

2004 **Escort Duty:**

- (a) (i) A nurse called in to escort person(s) supported 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 person(s) supported assignment including travel time required to return to the facility, subject to a minimum guarantee of three (3) hours pay at regular rates of pay. All hours worked in excess of seven and three-quarter (7.75) hours shall be paid in accordance with Article 16.

For facilities/sites/programs outside of Winnipeg, the minimum guarantee of hours shall be four (4) hours corresponding to the geographic region as encompassed by the following external Employer Organizations (IEHREO, PMHREO, SHREO) in which the facilities/sites/programs are located. For those facilities located in the region encompassed by the NHREO the minimum guarantee of hours shall be seven and three-quarter (7.75) hours.

- (ii) When a nurse is required to escort person(s) supported while on a scheduled shift, overtime rates of pay will apply in accordance with Article 16 for all hours worked in excess of the scheduled shift length (i.e. 7.75 hours, 11.625 hours).
- (iii) A full-time or part-time nurse scheduled or called in for escort duty when they are not on standby whose escort duty is cancelled, shall be paid or assigned work for a period of three (3) hours.
- (iv) When a nurse on escort duty is no longer involved with the person(s) supported assignment, time and return travel time will be paid as follows:
 - For each subsequent 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 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 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 are still involved with the person(s) supported and shall be paid accordingly.

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

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

- (b) A nurse going out on escort duty will not suffer any loss in basic salary as a result of missing any portion of a scheduled shift. Therefore, a nurse who is unable to return from escort duty in time to work a scheduled shift or portion thereof shall be paid for the missed hours at their basic salary. Where a nurse misses only a portion of their scheduled shift while on escort duty, they will be expected to work the remainder of their shift.
- (c) A nurse required for escort duty on a Recognized Holiday shall be paid in accordance with Article 22, and Article 16 if applicable, for all time involved with the person(s) supported assignment including travel time required to return to the facility.
- (d)
 - (i) A nurse on escort duty out of province/country shall be provided with a travel advance for all anticipated travel expenses (transportation, meals, accommodation) before commencing escort duty, unless the nurse chooses to make alternate arrangements.
 - (ii) A nurse on escort duty within the province, shall be provided with a meal allowance/advance of ten (\$10.00) dollars, once per shift. If the escort duty extends over another meal period, meal expenses shall be claimed in accordance with Employer policy. If required, a subsequent travel/expense claim will be submitted in accordance with the Employers travel policy.

ARTICLE 21 -- VACATIONS

2101 Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from May 1st to April 30th. The dates used to calculate vacation earned shall be from the end of the last full pay period of April in one vacation accrual year to the end of the last full pay period of the following April. 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 five (5) 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) 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 tenth (10 th) year inclusive	Twenty (20) days/four (4) weeks (155 hours) per year
In the eleventh (11 th) to twentieth (20 th) year inclusive	Twenty-five (25) days/five (5) weeks (193.75 hours) per year
In the twenty-first (21 st) and subsequent years	Thirty (30) days/six (6) weeks (232.50 hours) per year

(b) Vacation entitlement for the vacation year following completion of the 3rd, 10th and 20th 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 20th or subsequent 5th anniversary occurs.

2105 For the purpose of determining the rate at which vacation 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 that may be scheduled for vacation at one time, in an accessible location, by March 1st of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at April 30th of that year.

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

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

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

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

The approved vacation schedule will be posted no later than May 1st. Approved vacation schedules within the unit shall not be changed unless mutually agreed upon by the nurse and the Employer.

A nurse who transfers to another unit after their vacation request has been approved, shall have their vacation scheduled by the Manager of the new unit 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 they are displaced to. This shall not impact previously approved vacation of nurses in the new unit. 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.

2110 Nurses wanting pay for vacation credits prior to going on vacation must notify the Payroll Department, in writing, at least two (2) weeks in advance of going on vacation. If no written notice is received, vacation pay will be treated as normal pay and paid on the normal payday.

The parties agree that “in writing” includes electronic communications such as email. Confirmation includes indication of receipt of such communication.

2111 Unless otherwise mutually agreed, a nurse with vacation credits of less than one (1) shift shall have the choice of taking one (1) complete shift off but be paid only for the hours of vacation credits earned or to be paid for the vacation credits without any time off.

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, Labour Day, National Day of 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 the nurse's 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 their basic rate of pay.

2204 A day off given in lieu of a Recognized Holiday shall be added to a weekend off or to scheduled days off unless otherwise mutually agreed.

2205 The Employer agrees to assign time off as equitably as possible over Christmas and New Year's, endeavouring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day.

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

Nurses shall be assigned time off over Christmas or New Years in alternate years unless otherwise mutually agreed.

2206 A nurse may accumulate up to four (4) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as is requested and granted in accordance with Article 1501. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned.

2207 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 they are 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, their presence constituted a health hazard for person(s) supported and/or other employees and the nurse was instructed by the Employer to leave their 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 2301, or for use in the event of family illness as specified in Article 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

2303

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

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

- (iii) Where a nurse has applied for WCB or MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:

- (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article 3802 (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - (v) The advance(s) will cover the period of time from the date of injury until the date the final WCB/MPI decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the nurse's accumulated income protection credits.
 - (vi) The nurse shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB/MPI directly to the nurse.
 - (vii) In the event that the WCB/MPI disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - (viii) Upon request, the Employer will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (b) (i) A nurse who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the WCB/MPI payments. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as defined in Article 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

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

- (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, 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 Article 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 nurse's 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 may disqualify a nurse from receiving paid income protection or may result in a refusal of permission for the nurse to resume their duties.

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

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

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

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

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

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

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

2312 Subject to the provisions of Article 2302, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, common law spouse including same sex partner and fiancé, child, step-child, foster 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, of a reasonable length of time, as required for recovery; subject to review at three (3) months, or lesser intervals, at the discretion of the Employer.

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

ARTICLE 24 -- LEAVE OF ABSENCE

2401 The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the agreement; however, requests for education leave will be given special consideration. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of their 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, they shall be eligible to work additional available shifts. However, the nurse shall not have preference over part-time nurses or casual nurses who offer to work these shifts. When the nurse is awarded additional available shifts, they are compensated in accordance with Article 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 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 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 and shall be reinstated at their previous salary, provided that such salary shall not exceed the maximum for the position in which they are 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 person(s) supported care, nurses may, whenever practicable, be granted time off with pay in order to attend professional or educational meetings, conventions, workshops and institutes.

2407 Education Leave:

- (a) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during working hours, the Employer shall pay registration or tuition fees, and approved expenses and shall ensure that the nurse suffers no loss of salary.
- (b) Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during non-working time, the Employer shall pay registration or tuition fees, and approved expenses and shall pay for the time of such attendance at straight time rates.
- (c) Employer Sponsored Educational Development:
A nurse shall be granted, upon written request, funding up to a maximum of \$200 per fiscal year, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the senior 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) 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 not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.
 - (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 their health as verified by a qualified medical practitioner becomes incompatible with the requirements of the nurse’s 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 at least one month 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 the nurse’s 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 her 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 their entire period of Maternity Leave.
- (d) In the event the nurse does not complete the full period of service as required under Part (a) and (b) above, they shall repay a portion of the “top up” as follows:

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

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 (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 (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) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
 - (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to sixty-three (63) weeks inclusive of vacation as specified in (C.2) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with Article 2401.
2. Except as outlined below, any nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.
- Where Parenting leave is forty-eight (48) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.
- Where Maternity and/or Parental Leave exceeds forty-eight (48) weeks, the nurse may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).
- Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.
3. Subject to 4. below, Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

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

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

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

2409

Union Leave:

- (a) Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress/Manitoba Federation of Labour 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/Manitoba Federation of Labour 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 their term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs.

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

2410 Legal and Investigative Proceedings

- a) A nurse required to attend a court proceeding, other than a court proceeding occasioned by the nurse's private affairs where they are a party to that proceeding, shall receive leave of absence at their regular basic rate of pay, and remit to the employer any jury or witness fees received, only for those days the nurse was normally scheduled to work. The nurse shall not request reimbursement for, or be required to remit any reimbursement of expenses for such duty.

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

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

2411 Bereavement Leave:

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

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

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

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

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

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

2413 Pre-retirement Leave:

- (a) Full-time nurses who:
- (i) retire at age sixty-five (65) years; or
 - (ii) retire after age sixty-five (65) years; or
 - (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
 - (iv) have completed at least ten (10) years of continuous employment and who meet the "Magic 80" provisions of the HEPP Retirement Pension Plan; or
 - (v) terminate employment at any time due to permanent disability

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

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

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

- (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 "Magic 80" provisions of the HEPP Retirement Pension Plan; or
 - (v) terminate employment at any time due to permanent disability

shall be granted paid pre-retirement leave as specified above on a pro rata basis. Calculation will be based on the following formula:

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

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:

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

- (c) Calculation of pre-retirement leave entitlement shall begin from the date of the nurse's last commencing employment at St. Amant and shall be based on the nurse's total length of continuous employment on the date of retirement.
- (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 Leave re Citizenship: Nurses shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen. The nurse shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

2415 Subject to the provisions of each plan, a nurse granted leave of absence without pay for a period exceeding four (4) weeks may prepay all monthly payroll deductions which will become due during such absence, with the exception of Union dues.

2416 Compassionate Care Leave:

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

- (a) A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take no more than two (2) periods of leave, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For a nurse to be eligible for leave, a physician or nurse practitioner who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the nurse;
 - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
 - (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;

- (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
 - (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
 - (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
 - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
 - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) Unless otherwise mutually agreed, a nurse may end their Compassionate Care Leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of Article 2302, a nurse may apply to utilize income protection to cover part or all of the Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

2417 In addition to the leaves set forth in this Collective Agreement, including Compassionate Care Leave, employees may be eligible for leaves of absence as provided in The Employment Standards Code. Eligibility for such leaves will be determined in accordance with The Employment Standards Code (Manitoba) and Regulations.

Such leaves include but are not limited to:

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

2418 Secondment to Educational Institutions

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

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

ARTICLE 25 -- SENIORITY

2501 "Seniority" shall be defined as the length of the nurse's continuous employment from the last date on which the nurse commenced work with the Employer, subject to Article 34 herein.

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

Transfer – Job Selection

1. The Employer and the Union mutually agree that the following understandings apply to Article 30 Vacancies, Term Positions, and New Positions with respect to nurses transferring to posted vacancies, term positions, and new positions for the duration of the Collective Agreement. The following criteria will be utilized to determine if the nurse(s) are eligible for transfer;
 - i. meet the qualifications of the posted position including the relevant experience required for that specific position;
 - ii. Nurse III, IV and V positions, 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.

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 a nurse(s) who is/are on Parenting Leave or Parental Leave outside the bargaining unit.

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) they are on Compassionate Care Leave, Leave Related to Critical Illness, or Domestic Violence Leave, as provided for in the Employment Standards Code.

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

2505

- The seniority of a nurse will terminate if:
- (i) the nurse resigns;
 - (ii) the nurse is discharged, and not reinstated under the grievance procedure;
 - (iii) the nurse is laid off for more than five (5) years;
 - (iv) the nurse fails to report for duty within seven (7) days after notification to do so, subject to Article 2706;
 - (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, Nurse V classifications and RNEP -- six (6) weeks.

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

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

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

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

ARTICLE 27 -- LAYOFF AND RECALL

2701 Employment Security:

- (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 program or service the Employer will make every reasonable effort to achieve necessary funding for retraining to assist with retention of employment for nurses.

This Article applies in all instances where employment security is an issue, except in cases related to Article 2403 paragraphs two (2) and three (3).

2702 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 when casual nurses are being employed, unless no full-time or part-time nurse on staff 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 they are 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 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 period between 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) and five (5) years, a laid off nurse may indicate availability for additional available shifts within any of the sites comprising the Employer but will not receive preferential consideration over part-time nurses.

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

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

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

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

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

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

(d) the nurse shall be paid five percent (5%) 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 when other nurses are on layoff 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 Nurses shall be recalled in seniority order to available positions in equal or lower paid occupational classifications provided they are qualified to perform the required work. Such recall shall be made in writing either by personal service, registered mail or by confirmed electronic mail and shall provide for at least one (1) week's notice to report back to work.

The nurses affected will contact Human Resources 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 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 their 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 other than those to which they have recall rights. Copies of job postings will be sent to the President of the Local during the period when any nurses are on layoff.

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.

2804

A. Reassignments in the Event of Unforeseen Staffing Shortages

1. In the event of a temporary lateral work reassignment being necessitated by an unforeseen staffing shortage on a nursing unit, a nurse may be reassigned subject to the following condition:

- (a) Where the reassigned nurse does not have the specific current competency for that similar person(s) supported base, they would only be assigned functional tasks or would work directly with a nurse on that unit when providing person(s) supported care.

B. Reassignments in the Event of Foreseen Staffing Shortages

1. In the event of a temporary lateral work reassignment being necessitated by a foreseen staffing shortage on a nursing unit, a nurse from within the program may be reassigned to meet person(s) supported care needs subject to the following conditions:

- (a) No nurse shall be compelled to accept reassignment for a foreseen staffing shortage except as provided for under E. Involuntary Reassignments in the Event of Foreseen Staffing Shortages.
- (b) Where the reassigned nurse does not have the specific current competency for that similar person(s) supported base, they would only be assigned functional tasks or would work directly with a nurse on that unit when providing person(s) supported care.
- (c) Before reassigning a nurse for a foreseen staffing shortage, the Employer shall take the reasonable steps available to management to fill the vacant shift, based on relevant factors/circumstances including, but not limited to:
- timing and circumstances of the vacant shift;
 - maintenance of person(s) supported care;
 - well-being 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 provided for in Article 11 for consultation.
- (e) Where the Employer is unable to fill vacant shifts through other means, in accordance with the Collective Agreement, the Employer shall then seek

volunteers for reassignment, to be applied equitably (on a quarterly basis), with the following compensation; nurses shall be paid the greater of six dollars (\$6.00) per hour or fifteen percent (15%) (effective December 15, 2022) above their normal rate of pay for all hours worked at the reassigned program/unit. (for clarity this premium is over and above overtime rates, where overtime is earned during reassignment).

- (f) Where a change in work schedule is required by the Employer (receiving unit/) as a result of a reassignment, the nurse(s) shall be compensated with a Shift Disruption Allowance as described below for each shift that has been changed and worked by the nurse. The following rules shall apply:
- i. Compensation of one of the following amounts as applicable per shift, whichever is greatest:
 - \$25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 1 hour and up to 4 hours; or
 - \$35 Impact Shift Changes: a change is made to the calendar day that a nurse was scheduled to work (no change to shift length or shift description); or
 - \$50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 4 hours; a change is made to the shift length (eg: 8 to 12 hours); a change is made to the shift description (eg: from straight Days to Days/Nights, or from straight Days to Days/Evenings);
 - ii. Shift disruption allowance will not be paid on days during which the nurse does not work or for shifts that have not been changed;
 - iii. Nurses shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless they are in an overtime situation as identified in the nurse(s) respective Collective Agreement and are now required to work additional hours. For clarity, adding hours to shift duration when a nurse has been reassigned during the course of their shift, shall result in daily overtime compensation.
 - iv. Changes to shift length must not cause a decrease to the nurses' EFT; and

- v. Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the nurse is scheduled as posted. If this posted schedule is disrupted the nurse shall be paid in accordance with a. above. When the reassigned nurse is returned to their regular assignment, the Shift Disruption Allowance is not applicable.

C. This lateral work reassignment will be made by the out of scope manager with as much notice as possible. Selection of the nurse to be reassigned shall be based on ability and experience and shared as equally as possible amongst the nurses in the program.

D. Orientation will be provided of sufficient duration to assist the nurse in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

E. Involuntary Reassignment in Event Of Foreseen Staffing Shortage

Where no nurse has accepted the reassignment on a voluntary basis as per Article 2804 B., in addition to previously indicated conditions/compensation for voluntary reassignment, in Article 2804 B., C., D 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).

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. Where a nurse is involuntarily reassigned for more than three (3) shifts or twenty-three point two five (23.25) hours (whichever is less), in a four (4) week period (commencing the date of the first reassignment), all subsequent involuntarily reassigned regular (non-overtime rate) hours shall be paid at double (2x) the reassignment compensation, as provided in paragraph B.1. (e) of Article 2804 (\$6/hour or 15% 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.

Involuntary reassignments for foreseen staffing shortages cease as of the date of expiry of this Collective Agreement, unless renewed in writing by mutual agreement of the parties. The parties shall meet sixty (60) days prior to the expiry date of this provision to discuss renewal.

Where the Employer seeks a temporary extension of these provisions, pending renewal of the Collective Agreement, it must sufficiently demonstrate it has conducted best efforts to recruit nurses/fill vacancies to address the shortages for which involuntary reassignments have been required. In such case the Union shall not unreasonably withhold its agreement. In the event of a dispute over extension of these provisions, the Troubleshooter will be requested to assist the parties and will be mandated to resolve the issue (as per the conditions indicated herein) pending the conclusion of bargaining for a renewal agreement.

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

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

2902 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of a nurse, the Employer shall notify the nurse in writing of the action taken and the reasons either by personal service, registered mail or confirmed electronic mail. Confirmation includes indication of receipt of such communication.

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

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

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

2905 A nurse shall be given the opportunity to examine any document which is placed in their personnel file, including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and their reply to any such document shall also be placed in their personnel file. Upon written request the nurse shall also receive an exact copy of such document.

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

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

ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS

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

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

- (a) a nurse terminating employment and not giving the full period of notice as specified in Article 26 herein, or
- (b) a transfer occasioned by posting.

- (c) Where a term position has been created due to a leave of absence where less than four (4) weeks notice has been given.

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

Notwithstanding the above, a nurse will have unit 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 and/or the Employer intranet for a period of seven (7) calendar days with a copy of this information forwarded to the Union via email.

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 to why the nurse was not selected for an interview.

In the case of a nurse from the bargaining unit being awarded a position, their transfer shall be carried out within the time frame of the period of notice of termination for the position from which they are 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, their 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 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 the 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 St. Amant, or a casual nurse from within St. Amant, shall be entitled to exercise their seniority rights to obtain any vacant position 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.
- (c) In accordance with the provisions of Article 21, if a nurse's term position ends prior to the start of the vacation year, the nurse shall schedule the next year's vacation on the unit they are returning/going to.

ARTICLE 30A – NURSE INITIATED MOBILITY

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

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

If the selected nurse is a current employee of one of the Sites/Employers where the provisions of mobility are applicable, 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, positions will be awarded to qualified nurses in the following order:
 - Recall of laid off workers from the Employer posting the vacancy (unless otherwise stipulated in the applicable Collective Agreement);
 - Applicants external to (a) above.

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

- (a) continuous service date
- (b) accumulated income protection benefits;
- (c) length of employment applicable to rate at which vacation is earned;
- (d) length of employment applicable to pre-retirement leave;
- (e) length of employment applicable for qualification for the Magic 80 (as per the terms and conditions of the applicable pension plan) pension provisions;
- (f) length of employment applicable to next increment date;
- (g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions;
- (h) seniority credits (in accordance with receiving Collective Agreement).
- (i) Vacation earned at the sending Employer shall be paid out upon transfer.

- (j) placement at the greater of the nurse's salary level at the sending facility/program/site, or in accordance with the recognition of previous experience clause(s) in Article 38.
- (k) where a nurse transfers prior to the completion of maternity leave return of service requirements, the nurse shall be allowed to complete the return of service requirements at the receiving Site/Employer.

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

- (a) The provisions of this Article shall be effective [retroactive to] December 15, 2022.
- (b) Where nurse-initiated mobility is implemented retroactively, the items transferred shall be on a "go forward" basis from the date of ratification. 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 be paid out upon transfer.
- (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.

The parties agree that seniority shall not transfer across sectors.

ARTICLE 31 – PROBATIONARY PERIOD

3101 The period from the date of last employment to the completion of three (3) calendar months of employment for full-time nurses [and from the date of last employment to the later of completion of four (4) calendar months or thirty (30) shifts worked for part-time nurses] will be recognized as a probationary period. During such period the nurse shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

ARTICLE 32 -- PERFORMANCE APPRAISALS

3201 The Employer shall complete a written appraisal of a nurse's performance at least bi-annually. Upon request, the nurse shall be given an exact copy of the appraisal.

3202 The nurse shall have an opportunity to read such document.

3203 The nurse's signature on such document merely signifies that the contents of the document have been read.

3204 If the nurse disputes the appraisal, they may file a reply to the document in accordance with Article 29, and/or the nurse may file a grievance under Article 12 of this Agreement.

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

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

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

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

3402 Part-time nurses who make known to the Employer that they wish to work occasional additional available shifts shall be given preference for such shifts unless the part-time nurse has already worked in that day. To maintain continuity of care, the replacement nurse must be prepared to work the complete block of available shifts unless otherwise mutually agreed between the nurse(s) concerned and the Employer.

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 Article 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 they start to work to the beginning of their shift.

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

3405

(a) Vacation pay shall be calculated as follows:

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

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

3406

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

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

3407 Part-time nurses will be paid five percent (5%) effective April 1, 2023 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) year's service, whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

3409 Seniority accumulated by a part-time nurse up to December 15, 2022 shall be retained; and effective from December 15, 2022 seniority will be calculated 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 they request one of the following options:

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

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES

3501 A casual nurse is one called in occasionally by the Employer to replace a full-time or part-time nurse or to supplement regular staff coverage in situations of unforeseen staff shortage.

3502 Casual nurses will receive vacation pay at the rate of six percent (6%) of all hours paid at basic salary including hours worked on Recognized Holidays in a bi-weekly pay period.

3503 Casual nurses are paid in accordance with the salaries specified in Appendices "A" and "B" and receive a starting salary as described in Article 38.

A casual nurse shall receive increments on the basis of one (1) increment for each 2015 regular hours worked. Such increment shall be applied on the first day of the first pay period following completion of 2015 hours.

When a nurse elects to terminate their full-time or part-time position and makes application to be hired as a casual nurse the following conditions will apply:

- (a) Such casual nurse will be paid in accordance with the salary specified in Appendices "A" and "B";
- (b) The nurse will receive the salary of the occupational classification into which they are assigned and at the same increment level that had been attained while working as a full-time or part-time nurse.

3504 Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 16;
- shift premium and weekend premium outlined in Article 17;
- the allowance as outlined in Article 18;
- Responsibility Pay premium outlined in Article 19;
- transportation allowance/escort duty outlined in Article 20;
- the rights outlined in Articles 2905, 2906, 2907;
- the Employer Sponsored Educational Development allowance in Article 2407(c).;
- the Legal and Investigative Proceedings in Article 2410;
- continuation of placement at the twenty (20) year rate if rehired after a period of no longer than six (6) months. For clarity, a period of pre-retirement leave does not count towards the six (6) month qualification time limit.

3505

- (a) 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.
- (b) Casual nurses required to work on Remembrance Day shall be paid at the rate of double their basic rate of pay.
- (c) If a casual nurse has worked fifteen (15) days of the preceding thirty (30) calendar days they shall receive two and one-half (2.50) times their regular rate of pay for all hours worked.
- (d) If there is a change in Manitoba legislation that extends Recognized Holidays to all employees, the parties agree that casual nurses as defined in Article 35 shall receive this benefit.

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

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

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

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

3509 Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit. 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), they shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

- (a) Subject to (b) and (c) below, casual nurses will receive payment for one (1) orientation day following the completion of every two (2) shifts worked.
- (b) Should the above-noted casual nurse, within eighteen (18) calendar months of obtaining a casual employment status, obtain a permanent or term full-time or part-time position in any unit or department, they shall be paid their outstanding orientation pay at regular rates on their first pay cheque subsequent to obtaining the said position.

- (c) When the orientation is six (6) days or greater, the casual nurse shall be paid two-thirds of the orientation period at the time of taking the orientation. The outstanding unpaid orientation period shall be subject to the recovery process outlined above.

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

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

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

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

3602 Out of Province Nurses

- (a) A person in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory whose name appears on the graduate nurse or graduate psychiatric nurse register may commence employment at the Nurse II Start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of their employment, shall receive recognition of previous experience as specified in 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 Registered Psychiatric Nurses Act or the relevant regulations to this Act, failure of the graduate nurse to successfully complete the examination required for registration within a time period prescribed by the CRNM will be deemed to be just cause for termination.
- (b) In accordance with the Registered Psychiatric Nurses Act or the relevant regulations to this Act, failure of the graduate psychiatric nurse to successfully complete the examination required for registration within a time period prescribed by the CRPNM will be deemed to be just cause for termination.
- (c) In accordance with the Licensed Practical Nurses Act or the relevant regulations of this Act, failure of the graduate practical nurse to successfully complete the examination required for licensure within a time period prescribed by the CLPNM will be deemed to be just cause for termination.

ARTICLE 37 -- HEALTH PROGRAM

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

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

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

3704 Time off for medical, dental and chiropractic examinations and/or treatments, including necessary travel time, shall be granted and such time off shall be chargeable against accumulated income protection benefits. However, where possible, appointments shall be made on a nurse's day off or after or before working hours.

ARTICLE 38 -- SALARIES AND INCREMENTS

3801 Nurses shall be paid in accordance with the salary schedule as outlined in Appendix "A", forming part of the Agreement.

3802 "Basic or Regular Salary or Pay" shall mean the rates of pay shown in Appendix "A" (Salaries) and Appendix "B" (Academic Allowances).

3803 Applicable to Registered Nurses and Registered Psychiatric Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 4 years	1 Year Rate
4030 hours within past 5 years	2 Year Rate
6045 hours within past 6 years	3 Year Rate
8060 hours within past 6 years	4 Year Rate
10075 hours within past 7 years	5 Year Rate
(Effective April 1, 2021)	
12090 hours within past 8 years	6 Year Rate
(Effective April 1, 2022)	
14105 hours within past 9 years	7 Year Rate

For all Nurse Practitioners:

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

(b) A nurse employed at a Nurse III, IV, V classification shall be granted a starting salary that is not less than one (1) increment step above what their starting salary would be if they were employed as a Nurse II.

- (c) The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at the Nurse II 1 Year rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of their employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with them, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.
- (d) Applicable for Graduate Nurse Practitioners
The starting salary of the newly graduated Nurse Practitioner who is employed as a Registered Nurse (Graduate Nurse Extended Practice) [RN(GNEP)] or as a Registered Nurse Graduate Nurse Practitioner [RN(GNP)], shall be at the start rate and, once licensure is obtained as a Nurse Practitioner (Registered Nurse, Extended Practice) [NP(RNEP)], probation, if applicable, shall begin and the Nurse Practitioner will be granted increments in accordance with Article 3803(a) retroactive to start date.

3804 Applicable to Licensed Practical Nurses:

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

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

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

3806 Increments:

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

- (b) If a nurse takes an unpaid leave of absence, the annual date on which they will be paid an increment will be delayed for one (1) month for every full month the nurse is on leave of absence except that salary increases will not be delayed because of educational leave of up to two (2) years.

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

3808 Retroactivity:

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

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

3809 Should an error be made in a nurse's pay which results in a loss of seven and three-quarter (7.75) hours or more of regular pay, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than seven and three-quarter (7.75) hours of regular pay, the correction will be made on the next scheduled pay day.

ARTICLE 39 – EMPLOYEE BENEFIT PROGRAM

3901 The parties agree that the Health Care Employees Benefit Plan sponsored dental plan will be effective on a 50-50 cost shared basis.

3902 **Disability & Rehabilitation:**

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

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

3903 **Health Spending Account**

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

The annual HSA benefit amounts shall be:

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

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

For the purpose of the HSA, a nurse is deemed to qualify for the full-time benefit if they have 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.

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.

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 person(s) supported 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.

APPENDIX “A” – SALARIES

Where there is a CRN vacancy the Employer shall first post the position as requiring a RN/BN. If after the required posting period (per the Collective Agreement) there are no RN/BN applicants, the position shall be reposted as an LPN II position. In the event there are no LPN applicants, the position may be reposted as a RN/BN position. Where a CRN 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 RN/BN position.

Each nurse currently employed within the Employer on date of ratification shall be entitled to a one-time lump sum payment calculated on the following basis:

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

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

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

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

A6. Effective October 1, 2016										
Nurse Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹	
Licensed Practical Nurse	Hourly	27.304	28.198	29.080	30.152	31.134	32.232	33.380	34.047	
	Monthly	4584.797	4734.914	4883.017	5063.023	5227.918	5412.290	5605.058	5717.059	
	Annual	55,017.560	56,818.970	58,596.200	60,756.280	62,735.010	64,947.480	67,260.700	68,604.705	
Licensed Practical Nurse II	Hourly	28.435	29.313	30.192	31.284	32.247	33.341	34.498	35.188	
	Monthly	4774.710	4922.141	5069.740	5253.105	5414.809	5598.510	5792.789	5908.652	
	Annual	57,296.53	59,065.70	60,836.88	63,037.26	64,977.71	67,182.12	69,513.47	70,903.82	
Nurse II	Hourly	35.669	36.914	38.163	39.464	40.736	42.056	42.897		
	Monthly	5989.420	6198.476	6408.204	6626.663	6840.253	7061.903	7203.121		
	Annual	71,873.035	74,381.710	76,898.445	79,519.960	82,083.040	84,742.840	86,437.455		
Nurse II (20 Year Scale)	Hourly	36.383	37.652	38.926	40.254	41.551	42.897			
	Monthly	6109.312	6322.398	6536.324	6759.318	6977.105	7203.121			
	Annual	73,311.745	75,868.780	78,435.890	81,111.810	83,725.265	86,437.455			
Nurse III	Hourly	37.025	38.274	39.577	40.849	42.030	43.317	44.646	45.539	
	Monthly	6217.115	6426.843	6645.638	6859.228	7057.538	7273.646	7496.808	7646.757	
	Annual	74,605.375	77,122.110	79,747.655	82,310.735	84,690.450	87,283.755	89,961.690	91,761.085	
Nurse III (20 Year Scale)	Hourly	37.765	39.039	40.368	41.666	42.870	44.184	45.539		
	Monthly	6341.373	6555.299	6778.460	6996.416	7198.588	7419.230	7646.757		
	Annual	76,096.475	78,663.585	81,341.520	83,956.990	86,383.050	89,030.760	91,761.085		
Nurse IV	Hourly	38.295	39.713	41.133	42.680	44.454	46.174	47.975	48.934	
	Monthly	6430.369	6668.475	6906.916	7166.683	7464.568	7753.384	8055.802	8216.834	
	Annual	77,164.425	80,021.695	82,882.995	86,000.200	89,574.810	93,040.610	96,669.625	98,602.010	
Nurse IV (20 Year Scale)	Hourly	39.061	40.507	41.955	43.534	45.343	47.098	48.934		
	Monthly	6558.993	6801.800	7044.944	7310.084	7613.845	7908.539	8216.834		
	Annual	78,707.915	81,621.605	84,539.325	87,721.010	91,366.145	94,902.470	98,602.010		
Nurse Practitioner	Hourly	46.070	49.450	51.484	53.515	55.707	56.821		56.821	
	Monthly	7735.921	8303.479	8645.022	8986.060	9354.134	9541.193		9541.193	
	Annual	92,831.050	99,641.750	103,740.260	107,832.725	112,249.605	114,494.315		114,494.315	
Nurse Practitioner 20 Year Scale	Hourly	46.991	50.439	52.513	54.585	56.821				
	Monthly	7890.572	8469.549	8817.808	9165.731	9541.193				
	Annual	94,686.865	101,634.585	105,813.695	109,988.775	114,494.315				

Weekend Worker Rates										
Weekend Worker -	Hourly	31.400	32.428	33.442	34.674	35.805	37.066	38.386		39.154
Licensed Practical	Monthly	5272.583	5445.202	5615.469	5822.343	6012.256	6223.999	6445.649		6574.609
Nurse	Annual	63,271.000	65,342.420	67,385.630	69,868.110	72,147.075	74,687.990	77,347.790		78,895.310
Weekend Worker -	Hourly	32.700	33.710	34.721	35.977	37.084	38.342	39.673		40.466
Licensed Practical	Monthly	5,490.88	5,660.47	5,830.24	6,041.14	6,227.02	6,438.26	6,661.76		6,794.92
Nurse II	Annual	65,890.50	67,925.65	69,962.82	72,493.66	74,724.26	77,259.13	79,941.10		81,538.99
Weekend Worker	Hourly	41.020	42.451	43.887	45.384	46.847	48.365			49.332
Nurse II	Monthly	6887.942	7128.230	7369.359	7620.730	7866.392	8121.290			8283.665
	Annual	82,655.300	85,538.765	88,432.305	91,448.760	94,396.705	97,455.475			99,403.980
Weekend Worker	Hourly	41.840	43.300	44.765	46.292	47.784	49.332			
Nurse II 20 Year Scale	Monthly	7025.633	7270.792	7516.790	7773.198	8023.730	8283.665			
	Annual	84,307.600	87,249.500	90,201.475	93,278.380	96,284.760	99,403.980			
Weekend Worker	Hourly	42.579	44.015	45.513	46.976	48.334	49.815	51.343		52.370
Nurse III	Monthly	7149.724	7390.852	7642.391	7888.053	8116.084	8364.769	8621.345		8793.796
	Annual	85,796.685	88,690.225	91,708.695	94,656.640	97,393.010	100,377.225	103,456.145		105,525.550
Weekend Worker -	Hourly	43.430	44.895	46.424	47.916	49.301	50.811	52.370		
Nurse III 20 Year Scale	Monthly	7292.621	7538.619	7795.363	8045.895	8278.460	8532.014	8793.796		
	Annual	87,511.450	90,463.425	93,544.360	96,550.740	99,341.515	102,384.165	105,525.550		
Weekend Worker	Hourly	44.039	45.670	47.302	49.082	51.122	53.100	55.171		56.274
Nurse IV	Monthly	7394.882	7668.754	7942.794	8241.686	8584.236	8916.375	9264.130		9449.343
	Annual	88,738.585	92,025.050	95,313.530	98,900.230	103,010.830	106,996.500	111,169.565		113,392.110
Weekend Worker	Hourly	44.920	46.583	48.248	50.064	52.144	54.162	56.274		
Nurse IV 20 Year Scale	Monthly	7542.817	7822.062	8101.643	8406.580	8755.847	9094.703	9449.343		
	Annual	90,513.800	93,864.745	97,219.720	100,878.960	105,070.160	109,136.430	113,392.110		

Effective April 1,2017		Monthly salaries include a 1.25% general wage increase - Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.								
Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	Hourly	27.645	28.550	29.444	30.529	31.523	32.635	33.797		34.473
	Monthly	4,642.107	4,794.100	4,944.055	5,126.311	5,293.267	5,479.944	5,675.121		5,788.624
	Annual	55,705.284	57,529.205	59,328.657	61,515.729	63,519.204	65,759.324	68,101.455		69,463.484
Nurse II	Hourly	36.115	37.375	38.640	39.957	41.245	42.582			43.433
	Monthly	6,064.288	6,275.957	6,488.307	6,709.496	6,925.756	7,150.177			7,293.180
	Annual	72,771.453	75,311.483	77,859.679	80,513.955	83,109.074	85,802.121			87,518.164
Nurse II (20 Year Scale)	Hourly	36.837	38.123	39.413	40.756	42.070	43.433			
	Monthly	6,185.574	6,401.476	6,618.073	6,843.686	7,064.271	7,293.180			
	Annual	74,226.882	76,817.713	79,416.872	82,124.235	84,771.255	87,518.164			
Nurse III	Hourly	37.488	38.752	40.072	41.360	42.555	43.858	45.204		46.108
	Monthly	6,294.829	6,507.179	6,728.708	6,944.968	7,145.757	7,364.567	7,590.518		7,742.328
	Annual	75,537.947	78,086.142	80,744.502	83,339.620	85,749.087	88,374.799	91,086.217		92,907.942
Nurse III (20 Year Scale)	Hourly	38.238	39.527	40.873	42.187	43.406	44.736	46.108		
	Monthly	6,420.726	6,637.322	6,863.283	7,083.868	7,288.672	7,511.858	7,742.328		
	Annual	77,048.706	79,647.865	82,359.392	85,006.413	87,464.068	90,142.295	92,907.942		
Nurse IV	Hourly	38.774	40.209	41.647	43.213	45.010	46.751	48.575		49.546
	Monthly	6,510.749	6,751.831	6,993.252	7,256.267	7,557.875	7,850.301	8,156.500		8,319.630
	Annual	78,128.983	81,021.971	83,919.029	87,075.198	90,694.501	94,203.616	97,877.994		99,835.554
Nurse IV (20 Year Scale)	Hourly	39.549	41.014	42.480	44.078	45.910	47.686	49.546		
	Monthly	6,640.964	6,886.868	7,133.117	7,401.392	7,709.033	8,007.307	8,319.630		
	Annual	79,691.563	82,642.411	85,597.410	88,816.702	92,508.391	96,087.688	99,835.554		
Nurse Practitioner	Hourly	46.646	50.068	52.128	54.184	56.403				57.531
	Monthly	7,832.620	8,407.272	8,753.085	9,098.386	9,471.061				9,660.482
	Annual	93,991.440	100,887.270	105,037.017	109,180.629	113,652.728				115,925.783
Nurse Practitioner 20 Year Scale	Hourly	47.579	51.069	53.170	55.268	57.531				
	Annual	7,989.272	8,575.418	8,928.146	9,280.353	9,660.482				
	Annual	95,871.269	102,905.015	107,137.758	111,364.242	115,925.783				

Weekend Worker Rates										
Weekend Worker -	Hourly	31.792	32.833	33.860	35.108	36.252	37.530	38.867		39.644
Licensed Practical	Monthly	5,338.423	5,513.215	5,685.663	5,895.257	6,087.257	6,301.935	6,526.389		6,656.917
Nurse	Annual	64,061.076	66,158.586	68,227.955	70,743.089	73,047.084	75,623.222	78,316.673		79,883.006
Weekend Worker	Hourly	41.532	42.982	44.436	45.951	47.432	48.969			49.948
Nurse II	Monthly	6,973.931	7,217.350	7,461.553	7,715.921	7,964.620	8,222.703			8,387.157
	Annual	83,687.171	86,608.206	89,538.630	92,591.049	95,575.435	98,672.440			100,645.888
Weekend Worker	Hourly	42.363	43.841	45.325	46.870	48.381	49.948			
Nurse II 20 Year Scale	Monthly	7,113.410	7,361.698	7,610.784	7,870.239	8,123.912	8,387.157			
	Annual	85,360.914	88,340.370	91,329.403	94,442.870	97,486.944	100,645.888			
Weekend Worker	Hourly	43.111	44.565	46.082	47.564	48.939	50.437	51.985		53.024
Nurse III	Monthly	7,239.053	7,483.255	7,738.015	7,986.714	8,217.621	8,469.252	8,729.096		8,903.678
	Annual	86,868.639	89,799.064	92,856.177	95,840.563	98,611.450	101,631.019	104,749.150		106,844.133
Weekend Worker -	Hourly	43.973	45.457	47.004	48.515	49.917	51.446	53.024		
Nurse III 20 Year Scale	Monthly	7,383.834	7,632.920	7,892.775	8,146.448	8,381.973	8,638.637	8,903.678		
	Annual	88,606.012	91,595.045	94,713.300	97,757.374	100,583.679	103,663.639	106,844.133		
Weekend Worker	Hourly	44.590	46.241	47.894	49.696	51.761	53.764	55.861		56.978
Nurse IV	Monthly	7,487.361	7,764.606	8,042.240	8,344.707	8,691.556	9,027.846	9,379.974		9,567.574
	Annual	89,848.331	93,175.267	96,506.884	100,136.478	104,298.676	108,334.158	112,559.693		114,810.887
Weekend Worker	Hourly	45.482	47.166	48.852	50.689	52.796	54.839	56.978		
Nurse IV 20 Year Scale	Monthly	7,637.108	7,919.898	8,203.085	8,511.601	8,865.387	9,208.403	9,567.574		
	Annual	91,645.297	95,038.772	98,437.021	102,139.208	106,384.650	110,500.841	114,810.887		

Effective April 1,2018		Monthly salaries include a 1.25 % general wage increase								
		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.								
Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	Hourly	27.991	28.907	29.812	30.911	31.917	33.043	34.220		34.904
	Monthly	4,700.133	4,854.027	5,005.855	5,190.390	5,359.433	5,548.443	5,746.060		5,860.981
	Annual	56,401.600	58,248.320	60,070.265	62,284.676	64,313.194	66,581.315	68,952.723		70,331.777
Nurse II	Hourly	36.566	37.843	39.123	40.457	41.761	43.114			43.976
	Monthly	6,140.091	6,354.406	6,569.410	6,793.365	7,012.328	7,239.554			7,384.345
	Annual	73,681.096	76,252.877	78,832.925	81,520.380	84,147.937	86,874.648			88,612.141
Nurse II (20 Year Scale)	Hourly	37.298	38.599	39.906	41.266	42.596	43.976			
	Monthly	6,262.893	6,481.495	6,700.799	6,929.232	7,152.575	7,384.345			
	Annual	75,154.718	77,777.934	80,409.583	83,150.787	85,830.896	88,612.141			
Nurse III	Hourly	37.956	39.237	40.573	41.877	43.087	44.407	45.769		46.685
	Monthly	6,373.514	6,588.518	6,812.817	7,031.780	7,235.079	7,456.624	7,685.400		7,839.108
	Annual	76,482.172	79,062.219	81,753.808	84,381.365	86,820.950	89,479.484	92,224.795		94,069.291
Nurse III (20 Year Scale)	Hourly	38.716	40.022	41.384	42.714	43.949	45.295	46.685		
	Monthly	6,500.985	6,720.289	6,949.074	7,172.416	7,379.781	7,605.756	7,839.108		
	Annual	78,011.815	80,643.464	83,388.884	86,068.993	88,557.369	91,269.074	94,069.291		
Nurse IV	Hourly	39.258	40.712	42.168	43.754	45.572	47.336	49.182		50.166
	Monthly	6,592.133	6,836.229	7,080.668	7,346.970	7,652.349	7,948.430	8,258.456		8,423.625
	Annual	79,105.596	82,034.746	84,968.017	88,163.638	91,828.182	95,381.161	99,101.469		101,083.499
Nurse IV (20 Year Scale)	Hourly	40.044	41.526	43.011	44.629	46.484	48.282	50.166		
	Monthly	6,723.976	6,972.953	7,222.281	7,493.909	7,805.396	8,107.399	8,423.625		
	Annual	80,687.708	83,675.441	86,667.378	89,926.911	93,664.746	97,288.784	101,083.499		
Nurse Practitioner	Hourly	47.229	50.694	52.779	54.861	57.108				58.251
	Monthly	7,930.528	8,512.363	8,862.498	9,212.116	9,589.449				9,781.238
	Annual	95,166.333	102,148.361	106,349.980	110,545.387	115,073.387				117,374.855
Nurse Practitioner 20 Year Scale	Hourly	48.174	51.708	53.835	55.958	58.251				
	Monthly	8,089.138	8,682.611	9,039.748	9,396.358	9,781.238				
	Annual	97,069.660	104,191.328	108,476.980	112,756.295	117,374.855				

Weekend Worker Rates										
Weekend Worker -	Hourly	32.189	33.243	34.283	35.547	36.705	37.999	39.353		40.140
Licensed Practical	Monthly	5,405.153	5,582.131	5,756.734	5,968.948	6,163.348	6,380.709	6,607.969		6,740.129
Nurse	Annual	64,861.840	66,985.568	69,080.804	71,627.377	73,960.173	76,568.512	79,295.631		80,881.544
Weekend Worker	Hourly	42.051	43.519	44.991	46.525	48.025	49.581			50.573
Nurse II	Monthly	7,061.105	7,307.567	7,554.822	7,812.370	8,064.177	8,325.487			8,491.997
	Annual	84,733.261	87,690.808	90,657.863	93,748.437	96,770.128	99,905.845			101,903.962
Weekend Worker	Hourly	42.892	44.389	45.891	47.456	48.985	50.573			
Nurse II 20 Year Scale	Monthly	7,202.327	7,453.719	7,705.918	7,968.617	8,225.461	8,491.997			
	Annual	86,427.926	89,444.625	92,471.021	95,623.406	98,705.531	101,903.962			
Weekend Worker	Hourly	43.650	45.122	46.659	48.158	49.550	51.068	52.634		53.687
Nurse III	Monthly	7,329.541	7,576.796	7,834.740	8,086.548	8,320.341	8,575.117	8,838.210		9,014.974
	Annual	87,954.497	90,921.552	94,016.879	97,038.570	99,844.093	102,901.406	106,058.514		108,179.684
Weekend Worker -	Hourly	44.523	46.025	47.592	49.121	50.541	52.089	53.687		
Nurse III 20 Year Scale	Monthly	7,476.132	7,728.332	7,991.435	8,248.278	8,486.748	8,746.620	9,014.974		
	Annual	89,713.587	92,739.983	95,897.217	98,979.342	101,840.975	104,959.435	108,179.684		
Weekend Worker	Hourly	45.147	46.819	48.493	50.317	52.408	54.436	56.559		57.690
Nurse IV	Monthly	7,580.953	7,861.663	8,142.768	8,449.015	8,800.201	9,140.695	9,497.224		9,687.169
	Annual	90,971.435	94,339.958	97,713.220	101,388.184	105,602.410	109,688.335	113,966.690		116,246.023
Weekend Worker	Hourly	46.050	47.755	49.463	51.323	53.456	55.525	57.690		
Nurse IV 20 Year Scale	Monthly	7,732.572	8,018.896	8,305.624	8,617.996	8,976.205	9,323.508	9,687.169		
	Annual	92,790.864	96,226.757	99,667.484	103,415.948	107,714.458	111,882.102	116,246.023		

Effective April 1,2019		Monthly salaries include a 1.4% general wage increase								
		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.								
Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	Hourly	28.383	29.312	30.229	31.343	32.364	33.505	34.699		35.393
	Monthly	4,765.935	4,921.983	5,075.937	5,263.055	5,434.465	5,626.121	5,826.505		5,943.035
	Annual	57,191.222	59,063.797	60,911.248	63,156.662	65,213.578	67,513.453	69,918.061		71,316.422
Nurse II	Hourly	37.078	38.372	39.671	41.023	42.345	43.718			44.592
	Monthly	6,226.053	6,443.368	6,661.382	6,888.472	7,110.501	7,340.908			7,487.726
	Annual	74,712.632	77,320.417	79,936.586	82,661.665	85,326.008	88,090.893			89,852.711
Nurse II (20 Year Scale)	Hourly	37.820	39.140	40.464	41.844	43.192	44.592			
	Monthly	6,350.574	6,572.235	6,794.610	7,026.242	7,252.711	7,487.726			
	Annual	76,206.884	78,866.826	81,535.317	84,314.899	87,032.529	89,852.711			
Nurse III	Hourly	38.488	39.786	41.141	42.463	43.691	45.028	46.410		47.338
	Monthly	6,462.743	6,680.758	6,908.197	7,130.225	7,336.370	7,561.016	7,792.995		7,948.855
	Annual	77,552.922	80,169.090	82,898.361	85,562.705	88,036.444	90,732.197	93,515.942		95,386.261
Nurse III (20 Year Scale)	Hourly	39.258	40.582	41.963	43.312	44.564	45.929	47.338		
	Monthly	6,591.998	6,814.373	7,046.361	7,272.830	7,483.098	7,712.237	7,948.855		
	Annual	79,103.980	81,772.472	84,556.329	87,273.959	89,797.172	92,546.841	95,386.261		
Nurse IV	Hourly	39.808	41.282	42.758	44.366	46.210	47.998	49.870		50.868
	Monthly	6,684.423	6,931.936	7,179.797	7,449.827	7,759.481	8,059.708	8,374.074		8,541.556
	Annual	80,213.074	83,183.232	86,157.570	89,397.929	93,113.777	96,716.497	100,488.890		102,498.668
Nurse IV (20 Year Scale)	Hourly	40.604	42.108	43.613	45.254	47.135	48.958	50.868		
	Monthly	6,818.111	7,070.575	7,323.393	7,598.824	7,914.671	8,220.902	8,541.556		
	Annual	81,817.335	84,846.897	87,880.721	91,185.888	94,976.053	98,650.827	102,498.668		
Nurse Practitioner	Hourly	47.890	51.404	53.518	55.629	57.908				59.066
	Monthly	8,041.555	8,631.536	8,986.573	9,341.085	9,723.701				9,918.175
	Annual	96,498.662	103,578.438	107,838.880	112,093.022	116,684.415				119,018.103
Nurse Practitioner 20 Year Scale	Hourly	48.848	52.432	54.588	56.742	59.066				
	Monthly	8,202.386	8,804.167	9,166.305	9,527.907	9,918.175				
	Annual	98,428.635	105,650.007	109,995.657	114,334.883	119,018.103				

Weekend Worker Rates										
Weekend Worker - Licensed Practical Nurse	Hourly	32.640	33.709	34.763	36.045	37.219	38.531	39.904		40.702
	Monthly	5,480.825	5,660.281	5,837.328	6,052.513	6,249.635	6,470.039	6,700.481		6,834.490
	Annual	65,769.905	67,923.366	70,047.936	72,630.161	74,995.615	77,640.471	80,405.770		82,013.886
Weekend Worker - Nurse II	Hourly	42.640	44.128	45.621	47.177	48.697	50.275			51.281
	Monthly	7,159.961	7,409.873	7,660.589	7,921.743	8,177.076	8,442.044			8,610.885
	Annual	85,919.526	88,918.480	91,927.073	95,060.915	98,124.910	101,304.527			103,330.618
Weekend Worker - Nurse II 20 Year Scale	Hourly	43.493	45.011	46.534	48.120	49.671	51.281			
	Monthly	7,303.160	7,558.071	7,813.801	8,080.178	8,340.617	8,610.885			
	Annual	87,637.917	90,696.849	93,765.615	96,962.133	100,087.408	103,330.618			
Weekend Worker - Nurse III	Hourly	44.261	45.754	47.312	48.832	50.244	51.783	53.371		54.439
	Monthly	7,432.155	7,682.871	7,944.426	8,199.759	8,436.826	8,695.169	8,961.944		9,141.183
	Annual	89,185.860	92,194.454	95,333.115	98,397.110	101,241.910	104,342.026	107,543.333		109,694.200
Weekend Worker - Nurse III 20 Year Scale	Hourly	45.146	46.669	48.258	49.809	51.249	52.818	54.439		
	Monthly	7,580.798	7,836.529	8,103.315	8,363.754	8,605.562	8,869.072	9,141.183		
	Annual	90,969.577	94,038.343	97,239.778	100,365.052	103,266.748	106,428.867	109,694.200		
Weekend Worker - Nurse IV	Hourly	45.779	47.474	49.172	51.021	53.142	55.198	57.351		58.498
	Monthly	7,687.086	7,971.726	8,256.767	8,567.302	8,923.404	9,268.664	9,630.185		9,822.789
	Annual	92,245.035	95,660.717	99,081.205	102,807.619	107,080.844	111,223.972	115,562.223		117,873.468
Weekend Worker - Nurse IV 20 Year Scale	Hourly	46.695	48.424	50.155	52.042	54.205	56.302	58.498		
	Monthly	7,840.828	8,131.161	8,421.902	8,738.648	9,101.872	9,454.038	9,822.789		
	Annual	94,089.936	97,573.932	101,062.829	104,863.771	109,222.460	113,448.451	117,873.468		

Effective April 1,2020		Monthly salaries include a 0.5 % general wage increase - Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.								
Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	Hourly	28.525	29.459	30.380	31.500	32.526	33.673	34.872		35.570
	Monthly	4,789.765	4,946.593	5,101.317	5,289.370	5,461.637	5,654.252	5,855.638		5,972.750
	Annual	57,477.178	59,359.116	61,215.805	63,472.445	65,539.646	67,851.021	70,267.651		71,673.004
Nurse II	Hourly	37.264	38.564	39.869	41.228	42.557	43.936			44.815
	Monthly	6,257.183	6,475.585	6,694.689	6,922.914	7,146.053	7,377.612			7,525.165
	Annual	75,086.195	77,707.019	80,336.268	83,074.974	85,752.639	88,531.348			90,301.974
Nurse II (20 Year Scale)	Hourly	38.009	39.336	40.666	42.053	43.408	44.815			
	Monthly	6,382.327	6,605.097	6,828.583	7,061.373	7,288.974	7,525.165			
	Annual	76,587.919	79,261.160	81,942.994	84,736.473	87,467.691	90,301.974			
Nurse III	Hourly	38.680	39.985	41.346	42.675	43.909	45.254	46.642		47.575
	Monthly	6,495.057	6,714.161	6,942.738	7,165.877	7,373.052	7,598.821	7,831.960		7,988.599
	Annual	77,940.687	80,569.936	83,312.853	85,990.518	88,476.626	91,185.858	93,983.522		95,863.192
Nurse III (20 Year Scale)	Hourly	39.454	40.785	42.173	43.529	44.787	46.159	47.575		
	Monthly	6,624.958	6,848.445	7,081.593	7,309.194	7,520.513	7,750.798	7,988.599		
	Annual	79,499.500	82,181.334	84,979.110	87,710.328	90,246.158	93,009.575	95,863.192		
Nurse IV	Hourly	40.007	41.488	42.972	44.588	46.441	48.238	50.120		51.122
	Monthly	6,717.845	6,966.596	7,215.696	7,487.077	7,798.279	8,100.007	8,415.945		8,584.263
	Annual	80,614.139	83,599.148	86,588.357	89,844.919	93,579.346	97,200.080	100,991.334		103,011.161
Nurse IV (20 Year Scale)	Hourly	40.807	42.318	43.831	45.480	47.370	49.203	51.122		
	Monthly	6,852.202	7,105.928	7,360.010	7,636.818	7,954.244	8,262.007	8,584.263		
	Annual	82,226.422	85,271.131	88,320.125	91,641.817	95,450.933	99,144.081	103,011.161		
Nurse Practitioner	Hourly	48.058	51.584	53.706	55.824	58.111				59.361
	Monthly	8,081.763	8,674.694	9,031.506	9,387.791	9,772.320				9,967.766
	Annual	96,981.155	104,096.330	108,378.074	112,653.487	117,267.837				119,613.193
Nurse Practitioner 20 Year Scale	Hourly	49.092	52.694	54.861	57.026	59.361				
	Monthly	8,243.398	8,848.188	9,212.136	9,575.546	9,967.766				
	Annual	98,920.778	106,178.257	110,545.636	114,906.557	119,613.193				

Weekend Worker Rates										
Weekend Worker -	Hourly	32.803	33.877	34.937	36.225	37.405	38.724	40.103		40.905
Licensed Practical	Monthly	5,508.230	5,688.582	5,866.515	6,082.776	6,280.883	6,502.389	6,733.983		6,868.663
Nurse	Annual	66,098.755	68,262.983	70,398.175	72,993.312	75,370.593	78,028.674	80,807.799		82,423.955
Weekend Worker	Hourly	42.853	44.349	45.849	47.413	48.941	50.527			51.537
Nurse II	Monthly	7,195.760	7,446.923	7,698.892	7,961.352	8,217.961	8,484.254			8,653.939
	Annual	86,349.124	89,363.072	92,386.709	95,536.220	98,615.534	101,811.050			103,847.271
Weekend Worker	Hourly	43.710	45.236	46.766	48.361	49.920	51.537			
Nurse II 20 Year Scale	Monthly	7,339.676	7,595.861	7,852.870	8,120.579	8,382.320	8,653.939			
	Annual	88,076.106	91,150.334	94,234.443	97,446.944	100,587.845	103,847.271			
Weekend Worker	Hourly	44.482	45.983	47.548	49.076	50.495	52.042	53.638		54.711
Nurse III	Monthly	7,469.316	7,721.286	7,984.148	8,240.758	8,479.010	8,738.645	9,006.754		9,186.889
	Annual	89,631.790	92,655.426	95,809.781	98,889.096	101,748.120	104,863.736	108,081.050		110,242.671
Weekend Worker -	Hourly	45.372	46.902	48.499	50.058	51.505	53.082	54.711		
Nurse III 20 Year Scale	Monthly	7,618.702	7,875.711	8,143.831	8,405.573	8,648.590	8,913.418	9,186.889		
	Annual	91,424.425	94,508.535	97,725.977	100,866.878	103,783.082	106,961.011	110,242.671		
Weekend Worker	Hourly	46.008	47.712	49.418	51.276	53.408	55.474	57.638		58.790
Nurse IV	Monthly	7,725.522	8,011.585	8,298.051	8,610.138	8,968.021	9,315.008	9,678.336		9,871.903
	Annual	92,706.260	96,139.021	99,576.611	103,321.657	107,616.248	111,780.091	116,140.034		118,462.835
Weekend Worker	Hourly	46.928	48.666	50.406	52.302	54.476	56.583	58.790		
Nurse IV 20 Year Scale	Monthly	7,880.032	8,171.817	8,464.012	8,782.341	9,147.381	9,501.308	9,871.903		
	Annual	94,560.385	98,061.801	101,568.143	105,388.090	109,768.573	114,015.693	118,462.835		

Effective April 1,2021		Monthly salaries include a 1.2 % general wage increase - Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.								
Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	Hourly	28.867	29.812	30.745	31.878	32.916	34.077	35.291	36.349	37.076
	Monthly	4,847.242	5,005.952	5,162.533	5,352.843	5,527.177	5,722.103	5,925.905	6,103.682	6,225.756
	Annual	58,166.904	60,071.425	61,950.394	64,234.114	66,326.122	68,665.233	71,110.863	73,244.189	74,709.073
LPN- CRN	Hourly	38.427	39.746	41.095	42.455	43.752	45.130	46.278	47.203	48.147
	Monthly	6,452.534	6,674.016	6,900.535	7,128.902	7,346.690	7,578.079	7,770.848	7,926.170	8,084.684
	Annual	77,430.405	80,088.190	82,806.425	85,546.825	88,160.280	90,936.950	93,250.170	95,114.045	97,016.205
LPN- CRN 20 Year Scale	Hourly	39.196	40.541	41.917	43.304	44.627	46.033	47.204	48.147	
	Monthly	6,581.662	6,807.510	7,038.563	7,271.463	7,493.617	7,729.708	7,926.338	8,084.684	
	Annual	78,979.940	81,690.115	84,462.755	87,257.560	89,923.405	92,756.495	95,116.060	97,016.205	
Nurse II	Hourly	37.711	39.027	40.348	41.723	43.068	44.463	45.353		46.260
	Monthly	6,332.269	6,553.292	6,775.025	7,005.989	7,231.806	7,466.144	7,615.467		7,767.776
	Annual	75,987.229	78,639.504	81,300.304	84,071.873	86,781.670	89,593.724	91,385.598		93,213.310
Nurse II (20 Year Scale)	Hourly	38.465	39.808	41.154	42.557	43.929	45.353	46.260		
	Monthly	6,458.914	6,684.358	6,910.526	7,146.109	7,376.442	7,615.467	7,767.776		
	Annual	77,506.974	80,212.294	82,926.310	85,753.311	88,517.304	91,385.598	93,213.310		
Nurse III	Hourly	39.144	40.465	41.842	43.187	44.436	45.797	47.202	48.146	49.109
	Monthly	6,572.998	6,794.731	7,026.051	7,251.867	7,461.529	7,690.007	7,925.944	8,084.463	8,246.152
	Annual	78,875.975	81,536.775	84,312.607	87,022.404	89,538.345	92,280.088	95,111.324	97,013.550	98,953.822
Nurse III (20 Year Scale)	Hourly	39.927	41.274	42.679	44.051	45.325	46.713	48.146	49.109	
	Monthly	6,704.458	6,930.626	7,166.572	7,396.904	7,610.759	7,843.807	8,084.463	8,246.152	
	Annual	80,453.494	83,167.510	85,998.859	88,762.852	91,329.112	94,125.690	97,013.550	98,953.822	
Nurse IV	Hourly	40.487	41.986	43.488	45.123	46.999	48.817	50.803	52.871	53.928
	Monthly	6,798.459	7,050.194	7,302.285	7,576.922	7,891.858	8,197.207	8,530.606	8,877.852	9,055.409
	Annual	81,581.506	84,602.333	87,627.421	90,923.062	94,702.292	98,366.483	102,367.268	106,534.220	108,664.904
Nurse IV (20 Year Scale)	Hourly	41.297	42.826	44.357	46.026	47.939	49.793	51.819	53.928	
	Monthly	6,934.428	7,191.198	7,448.331	7,728.460	8,049.695	8,361.151	8,701.218	9,055.409	
	Annual	83,213.136	86,294.380	89,379.969	92,741.524	96,596.338	100,333.812	104,414.613	108,664.904	
Nurse Practitioner	Hourly	48.707	52.281	54.431	56.578	58.896				60.074
	Monthly	8,178.744	8,778.790	9,139.884	9,500.444	9,889.588				10,087.379
	Annual	98,144.929	105,345.486	109,678.611	114,005.329	118,675.051				121,048.552
Nurse Practitioner 20 Year Scale	Hourly	49.681	53.326	55.520	57.710	60.074				
	Monthly	8,342.319	8,954.366	9,322.682	9,690.453	10,087.379				
	Annual	100,107.828	107,452.396	111,872.183	116,285.436	121,048.552				

Weekend Worker Rates										
Weekend Worker - Licensed Practical Nurse	Hourly	33.197	34.284	35.356	36.660	37.854	39.189	40.584	41.802	42.638
	Monthly	5,574.328	5,756.845	5,936.913	6,155.769	6,356.253	6,580.418	6,814.791	7,019.235	7,159.619
	Annual	66,891.940	69,082.139	71,242.954	73,869.231	76,275.040	78,965.018	81,777.493	84,230.817	85,915.434
Weekend Worker - LPN- CRN	Hourly	44.191	45.708	47.259	48.823	50.315	51.899	53.220	54.283	55.369
	Monthly	7,420.414	7,675.118	7,935.615	8,198.237	8,448.694	8,714.791	8,936.475	9,115.096	9,297.397
	Annual	89,044.969	92,101.421	95,227.383	98,378.848	101,384.322	104,577.490	107,237.702	109,381.146	111,568.769
Weekend Worker - LPN- CRN 20 Year Scale	Hourly	45.075	46.622	48.204	49.800	51.321	52.937	54.284	55.369	
	Monthly	7,568.822	7,828.621	8,094.328	8,362.202	8,617.667	8,889.087	9,115.205	9,297.397	
	Annual	90,825.869	93,943.449	97,131.931	100,346.425	103,412.008	106,669.040	109,382.456	111,568.769	
Weekend Worker - Nurse II	Hourly	43.367	44.881	46.400	47.981	49.528	51.133	52.156		53.199
	Monthly	7,282.109	7,536.286	7,791.279	8,056.888	8,316.577	8,586.065	8,757.786		8,932.942
	Annual	87,385.313	90,435.429	93,495.349	96,682.654	99,798.921	103,032.782	105,093.438		107,195.307
Weekend Worker - Nurse II 20 Year Scale	Hourly	44.235	45.779	47.328	48.941	50.519	52.156	53.199		
	Monthly	7,427.752	7,687.011	7,947.105	8,218.026	8,482.908	8,757.786	8,932.942		
	Annual	89,133.020	92,244.138	95,365.256	98,616.307	101,794.899	105,093.438	107,195.307		
Weekend Worker - Nurse III	Hourly	45.016	46.535	48.119	49.665	51.101	52.666	54.282	55.368	56.475
	Monthly	7,558.948	7,813.941	8,079.958	8,339.647	8,580.758	8,843.508	9,114.835	9,297.132	9,483.075
	Annual	90,707.371	93,767.291	96,959.498	100,075.765	102,969.097	106,122.101	109,378.023	111,565.583	113,796.895
Weekend Worker - Nurse III 20 Year Scale	Hourly	45.916	47.465	49.081	50.659	52.123	53.719	55.368	56.475	
	Monthly	7,710.127	7,970.220	8,241.557	8,506.440	8,752.373	9,020.379	9,297.132	9,483.075	
	Annual	92,521.518	95,642.637	98,898.688	102,077.280	105,028.479	108,244.543	111,565.583	113,796.895	
Weekend Worker - Nurse IV	Hourly	46.560	48.284	50.011	51.892	54.048	56.140	58.423	60.801	62.017
	Monthly	7,818.228	8,107.724	8,397.628	8,713.460	9,075.636	9,426.788	9,810.196	10,209.529	10,413.720
	Annual	93,818.732	97,292.683	100,771.534	104,561.522	108,907.635	113,121.455	117,722.358	122,514.353	124,964.640
Weekend Worker - Nurse IV 20 Year Scale	Hourly	47.491	49.250	51.011	52.929	55.129	57.262	59.591	62.017	
	Monthly	7,974.592	8,269.878	8,565.580	8,887.729	9,257.149	9,615.324	10,006.400	10,413.720	
	Annual	95,695.106	99,238.537	102,786.965	106,652.752	111,085.788	115,383.884	120,076.805	124,964.640	

Effective April 1,2022		Monthly salaries include a 2.0 % general wage increase - Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.								
Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	Hourly	29.444	30.408	31.360	32.516	33.575	34.759	35.997	37.076	37.818
	Monthly	4,944.187	5,106.071	5,265.784	5,459.900	5,637.720	5,836.545	6,044.423	6,225.756	6,350.271
	Annual	59,330.242	61,272.854	63,189.402	65,518.796	67,652.645	70,038.538	72,533.080	74,709.073	76,203.254
LPN- CRN	Hourly	39.196	40.541	41.917	43.304	44.627	46.033	47.204	48.147	49.110
	Monthly	6,581.585	6,807.496	7,038.546	7,271.480	7,493.624	7,729.641	7,926.265	8,084.693	8,246.387
	Annual	78,979.016	81,689.956	84,462.548	87,257.760	89,923.486	92,755.687	95,115.180	97,016.321	98,956.647
LPN- CRN 20 Year Scale	Hourly	39.979	41.352	42.755	44.170	45.520	46.953	48.148	49.110	
	Monthly	6,713.216	6,943.646	7,179.317	7,416.910	7,643.496	7,884.233	8,084.790	8,246.387	
	Annual	80,558.596	83,323.755	86,151.799	89,002.916	91,721.955	94,610.801	97,017.483	98,956.647	
Nurse II	Hourly	38.465	39.808	41.154	42.557	43.929	45.353	46.260	47.185	48.129
	Monthly	6,458.914	6,684.358	6,910.526	7,146.109	7,376.442	7,615.467	7,767.776	7,923.131	8,081.594
	Annual	77,506.974	80,212.294	82,926.310	85,753.311	88,517.304	91,385.598	93,213.310	95,077.576	96,979.128
Nurse II (20 Year Scale)	Hourly	39.23	40.60	41.98	43.41	44.81	46.26	47.18	48.13	
	Monthly	6,588.093	6,818.045	7,048.736	7,289.031	7,523.971	7,767.776	7,923.131	8,081.594	
	Annual	79,057.113	81,816.539	84,584.836	87,468.377	90,287.650	93,213.310	95,077.576	96,979.128	
Nurse III	Hourly	39.927	41.274	42.679	44.051	45.325	46.713	48.146	49.109	50.091
	Monthly	6,704.458	6,930.626	7,166.572	7,396.904	7,610.759	7,843.807	8,084.463	8,246.152	8,411.075
	Annual	80,453.494	83,167.510	85,998.859	88,762.852	91,329.112	94,125.690	97,013.550	98,953.822	100,932.898
Nurse III (20 Year Scale)	Hourly	40.726	42.100	43.533	44.932	46.231	47.647	49.109	50.091	
	Monthly	6,838.547	7,069.238	7,309.903	7,544.842	7,762.975	8,000.684	8,246.152	8,411.075	
	Annual	82,062.564	84,830.861	87,718.837	90,538.109	93,155.694	96,008.203	98,953.822	100,932.898	
Nurse IV	Hourly	41.297	42.826	44.357	46.026	47.939	49.793	51.819	53.928	55.007
	Monthly	6,934.428	7,191.198	7,448.331	7,728.460	8,049.695	8,361.151	8,701.218	9,055.409	9,236.517
	Annual	83,213.136	86,294.380	89,379.969	92,741.524	96,596.338	100,333.812	104,414.613	108,664.904	110,838.202
Nurse IV (20 Year Scale)	Hourly	42.123	43.683	45.244	46.946	48.897	50.789	52.855	55.007	
	Monthly	7,073.117	7,335.022	7,597.297	7,883.029	8,210.689	8,528.374	8,875.242	9,236.517	
	Annual	84,877.399	88,020.267	91,167.569	94,596.354	98,528.264	102,340.488	106,502.905	110,838.202	
Nurse Practitioner	Hourly	49.681	53.326	55.520	57.710	60.074				61.275
	Monthly	8,342.319	8,954.366	9,322.682	9,690.453	10,087.379				10,289.127
	Annual	100,107.828	107,452.396	111,872.183	116,285.436	121,048.552				123,469.523
Nurse Practitioner 20 Year Scale	Hourly	50.675	54.393	56.630	58.864	61.275				
	Monthly	8,509.165	9,133.454	9,509.136	9,884.262	10,289.127				
	Annual	102,109.984	109,601.444	114,109.627	118,611.145	123,469.523				

Weekend Worker Rates										
Weekend Worker - Licensed Practical Nurse	Hourly	33.861	34.970	36.063	37.393	38.611	39.972	41.396	42.638	43.491
	Monthly	5,685.815	5,871.982	6,055.651	6,278.885	6,483.378	6,712.027	6,951.087	7,159.619	7,302.812
	Annual	68,229.779	70,463.782	72,667.813	75,346.616	77,800.541	80,544.318	83,413.042	85,915.434	87,633.742
Weekend Worker - LPN- CRN	Hourly	45.075	46.622	48.204	49.800	51.321	52.937	54.284	55.369	56.476
	Monthly	7,568.822	7,828.621	8,094.328	8,362.202	8,617.667	8,889.087	9,115.205	9,297.397	9,483.345
	Annual	90,825.869	93,943.449	97,131.931	100,346.425	103,412.008	106,669.040	109,382.456	111,568.769	113,800.144
Weekend Worker - LPN- CRN 20 Year Scale	Hourly	45.976	47.555	49.169	50.796	52.348	53.996	55.370	56.476	
	Monthly	7,720.199	7,985.193	8,256.214	8,529.446	8,790.021	9,066.868	9,297.509	9,483.345	
	Annual	92,642.386	95,822.318	99,074.569	102,353.353	105,480.249	108,802.421	111,570.106	113,800.144	
Weekend Worker Nurse II	Hourly	44.235	45.779	47.328	48.941	50.519	52.156	53.199	54.263	55.348
	Monthly	7,427.752	7,687.011	7,947.105	8,218.026	8,482.908	8,757.786	8,932.942	9,111.601	9,293.833
	Annual	89,133.020	92,244.138	95,365.256	98,616.307	101,794.899	105,093.438	107,195.307	109,339.213	111,525.997
Weekend Worker Nurse II 20 Year Scale	Hourly	45.119	46.694	48.274	49.920	51.529	53.199	54.263	55.348	
	Monthly	7,576.307	7,840.752	8,106.047	8,382.386	8,652.566	8,932.942	9,111.601	9,293.833	
	Annual	90,915.680	94,089.020	97,272.561	100,588.633	103,830.797	107,195.307	109,339.213	111,525.997	
Weekend Worker Nurse III	Hourly	45.916	47.465	49.081	50.659	52.123	53.719	55.368	56.475	57.604
	Monthly	7,710.127	7,970.220	8,241.557	8,506.440	8,752.373	9,020.379	9,297.132	9,483.075	9,672.736
	Annual	92,521.518	95,642.637	98,898.688	102,077.280	105,028.479	108,244.543	111,565.583	113,796.895	116,072.833
Weekend Worker Nurse III 20 Year Scale	Hourly	46.835	48.415	50.063	51.672	53.166	54.794	56.475	57.604	
	Monthly	7,864.329	8,129.624	8,406.389	8,676.569	8,927.421	9,200.786	9,483.075	9,672.736	
	Annual	94,371.949	97,555.490	100,876.662	104,118.826	107,129.049	110,409.434	113,796.895	116,072.833	
Weekend Worker Nurse IV	Hourly	47.491	49.250	51.011	52.929	55.129	57.262	59.591	62.017	63.258
	Monthly	7,974.592	8,269.878	8,565.580	8,887.729	9,257.149	9,615.324	10,006.400	10,413.720	10,621.994
	Annual	95,695.106	99,238.537	102,786.965	106,652.752	111,085.788	115,383.884	120,076.805	124,964.640	127,463.933
Weekend Worker Nurse IV 20 Year Scale	Hourly	48.441	50.235	52.031	53.988	56.232	58.408	60.783	63.258	
	Monthly	8,134.084	8,435.276	8,736.892	9,065.484	9,442.292	9,807.630	10,206.528	10,621.994	
	Annual	97,609.008	101,223.307	104,842.704	108,785.807	113,307.504	117,691.562	122,478.341	127,463.933	

Effective April 1,2023		Monthly salaries include a 2.0% general wage increase								
		- Hourly salary is calculated as (monthly salary x 12) ÷ annual hours.								
Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	Hourly	30.033	31.017	31.987	33.166	34.246	35.454	36.716	37.818	38.574
	Monthly	5,043.071	5,208.193	5,371.099	5,569.098	5,750.475	5,953.276	6,165.312	6,350.271	6,477.277
	Annual	60,516.847	62,498.311	64,453.190	66,829.172	69,005.697	71,439.308	73,983.742	76,203.254	77,727.319
LPN- CRN	Hourly	39.979	41.352	42.755	44.170	45.520	46.953	48.148	49.110	50.092
	Monthly	6,713.216	6,943.646	7,179.317	7,416.910	7,643.496	7,884.233	8,084.790	8,246.387	8,411.315
	Annual	80,558.596	83,323.755	86,151.799	89,002.916	91,721.955	94,610.801	97,017.483	98,956.647	100,935.780
LPN- CRN 20 Year Scale	Hourly	40.779	42.179	43.610	45.054	46.430	47.892	49.111	50.092	
	Monthly	6,847.481	7,082.519	7,322.903	7,565.248	7,796.366	8,041.918	8,246.486	8,411.315	
	Annual	82,169.768	84,990.230	87,874.835	90,782.974	93,556.394	96,503.017	98,957.833	100,935.780	
Nurse II	Hourly	39.234	40.604	41.978	43.409	44.808	46.260	47.185	48.129	49.091
	Monthly	6,588.093	6,818.045	7,048.736	7,289.031	7,523.971	7,767.776	7,923.131	8,081.594	8,243.226
	Annual	79,057.113	81,816.539	84,584.836	87,468.377	90,287.650	93,213.310	95,077.576	96,979.128	98,918.710
Nurse II (20 Year Scale)	Hourly	40.019	41.416	42.817	44.277	45.704	47.185	48.129	49.091	
	Monthly	6,719.855	6,954.406	7,189.711	7,434.812	7,674.450	7,923.131	8,081.594	8,243.226	
	Annual	80,638.255	83,452.870	86,276.533	89,217.744	92,093.403	95,077.576	96,979.128	98,918.710	
Nurse III	Hourly	40.726	42.100	43.533	44.932	46.231	47.647	49.109	50.091	51.093
	Monthly	6,838.547	7,069.238	7,309.903	7,544.842	7,762.975	8,000.684	8,246.152	8,411.075	8,579.296
	Annual	82,062.564	84,830.861	87,718.837	90,538.109	93,155.694	96,008.203	98,953.822	100,932.898	102,951.556
Nurse III (20 Year Scale)	Hourly	41.540	42.942	44.404	45.831	47.156	48.600	50.091	51.093	
	Monthly	6,975.318	7,210.623	7,456.101	7,695.739	7,918.234	8,160.697	8,411.075	8,579.296	
	Annual	83,703.816	86,527.478	89,473.213	92,348.872	95,018.808	97,928.368	100,932.898	102,951.556	
Nurse IV	Hourly	42.123	43.683	45.244	46.946	48.897	50.789	52.855	55.007	56.107
	Monthly	7,073.117	7,335.022	7,597.297	7,883.029	8,210.689	8,528.374	8,875.242	9,236.517	9,421.247
	Annual	84,877.399	88,020.267	91,167.569	94,596.354	98,528.264	102,340.488	106,502.905	110,838.202	113,054.966
Nurse IV (20 Year Scale)	Hourly	42.965	44.556	46.149	47.885	49.875	51.805	53.912	56.107	
	Monthly	7,214.579	7,481.723	7,749.243	8,040.690	8,374.902	8,698.942	9,052.747	9,421.247	
	Annual	86,574.947	89,780.673	92,990.920	96,488.281	100,498.830	104,387.298	108,632.963	113,054.966	
Nurse Practitioner	Hourly	50.675	54.393	56.630	58.864	61.275	63.113			64.376
	Monthly	8,509.165	9,133.454	9,509.136	9,884.262	10,289.127	10,597.801			10,809.757
	Annual	102,109.984	109,601.444	114,109.627	118,611.145	123,469.523	127,173.608			129,717.081
Nurse Practitioner 20 Year Scale	Hourly	51.688	55.481	57.763	60.041	62.501	64.376			
	Monthly	8,679.349	9,316.123	9,699.318	10,081.947	10,494.909	10,809.757			
	Annual	104,152.184	111,793.472	116,391.819	120,983.367	125,938.913	129,717.081			

Weekend Worker Rates										
Weekend Worker - Licensed Practical Nurse	Hourly	34.538	35.669	36.785	38.141	39.383	40.772	42.224	43.491	44.361
	Monthly	5,799.531	5,989.421	6,176.764	6,404.462	6,613.046	6,846.267	7,090.109	7,302.812	7,448.868
Weekend Worker - LPN- CRN	Hourly	45.976	47.555	49.169	50.796	52.348	53.996	55.370	56.476	57.606
	Monthly	7,720.199	7,985.193	8,256.214	8,529.446	8,790.021	9,066.868	9,297.509	9,483.345	9,673.012
	Annual	92,642.386	95,822.318	99,074.569	102,353.353	105,480.249	108,802.421	111,570.106	113,800.144	116,076.147
Weekend Worker - LPN- CRN 20 Year Scale	Hourly	46.896	48.506	50.152	51.812	53.394	55.076	56.477	57.606	
	Monthly	7,874.603	8,144.897	8,421.338	8,700.035	8,965.821	9,248.206	9,483.459	9,673.012	
	Annual	94,495.234	97,738.765	101,056.061	104,400.420	107,589.854	110,978.469	113,801.508	116,076.147	
Weekend Worker - Nurse II	Hourly	45.119	46.694	48.274	49.920	51.529	53.199	54.263	55.348	56.455
	Monthly	7,576.307	7,840.752	8,106.047	8,382.386	8,652.566	8,932.942	9,111.601	9,293.833	9,479.710
	Annual	90,915.680	94,089.020	97,272.561	100,588.633	103,830.797	107,195.307	109,339.213	111,525.997	113,756.517
Weekend Worker - Nurse II 20 Year Scale	Hourly	46.022	47.628	49.240	50.918	52.560	54.263	55.348	56.455	
	Monthly	7,727.833	7,997.567	8,268.168	8,550.034	8,825.618	9,111.601	9,293.833	9,479.710	
	Annual	92,733.994	95,970.801	99,218.013	102,600.406	105,907.413	109,339.213	111,525.997	113,756.517	
Weekend Worker - Nurse III	Hourly	46.835	48.415	50.063	51.672	53.166	54.794	56.475	57.604	58.756
	Monthly	7,864.329	8,129.624	8,406.389	8,676.569	8,927.421	9,200.786	9,483.075	9,672.736	9,866.191
	Annual	94,371.949	97,555.490	100,876.662	104,118.826	107,129.049	110,409.434	113,796.895	116,072.833	118,394.289
Weekend Worker - Nurse III 20 Year Scale	Hourly	47.771	49.383	51.064	52.705	54.229	55.890	57.604	58.756	
	Monthly	8,021.616	8,292.217	8,574.516	8,850.100	9,105.969	9,384.802	9,672.736	9,866.191	
	Annual	96,259.388	99,506.600	102,894.195	106,201.202	109,271.630	112,617.623	116,072.833	118,394.289	
Weekend Worker - Nurse IV	Hourly	48.44	50.23	52.03	53.99	56.23	58.41	60.78	63.26	64.52
	Monthly	8,134.08	8,435.28	8,736.89	9,065.48	9,442.29	9,807.63	10,206.53	10,621.99	10,834.43
	Annual	97,609.01	101,223.31	104,842.70	108,785.81	113,307.50	117,691.56	122,478.34	127,463.93	130,013.21
Weekend Worker - Nurse IV 20 Year Scale	Hourly	49.410	51.240	53.072	55.068	57.357	59.576	61.999	64.523	
	Monthly	8,296.766	8,603.981	8,911.630	9,246.794	9,631.138	10,003.783	10,410.659	10,834.434	
	Annual	99,561.189	103,247.773	106,939.558	110,961.523	115,573.654	120,045.393	124,927.908	130,013.211	

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 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

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

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

- (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:

\$0.596 per hour for all paid hours

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

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

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

\$1.50 per hour for all paid hours

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

- C.1 Occupational classifications are as follows:
- (a) **LICENSED PRACTICAL NURSE I** -- A nurse licensed to practice as a Practical Nurse under the Licensed Practical Nurse's Act of Manitoba.
 - (b) **CLINICAL RESOURCE NURSE- LICENSED PRACTICAL NURSE** – A Licensed Practical Nurse entitled to practice under the Licensed Practical Nurse's Act of Manitoba and who is employed in a CRN position.
 - (c) **REGISTERED PSYCHIATRIC NURSE (R.P.N.)** -- is a nurse entitled to practice as a Registered Psychiatric Nurse under the Registered Psychiatric Nurses' Act of Manitoba.
 - (d) **REGISTERED NURSE (R.N.)** -- is a nurse entitled to practice under the Regulated Health Professions Act of Manitoba and employed in a general duty RN position, or its equivalent.
 - (e) **NURSE II** -- A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
 - (f) **NURSE III** -- A Registered Nurse or Registered Psychiatric Nurse who is permanently assigned responsibility for the nursing activities of a small group of nursing staff on a Living Unit and who deputizes for a Nurse IV in their absence, or Evening Clinical Instructor.
 - (g) **NURSE IV** -- A Registered Nurse or Registered Psychiatric Nurse who is permanently assigned responsibility for the nursing activities and staff on a Living Unit on a twenty-four (24) hour basis; or Evening and Night Resource Nurse; Nurse Educator or Clinical Services Nurse Consultant.
 - (h) **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.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. AMANT INC.
AND
ST. AMANT NURSES LOCAL 95
OF THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement

The ratification date of the current Collective Agreement occurred on December 15, 2022.

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

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, they 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, they shall be paid for those hours at their basic salary unless the part-time nurse has already worked in that day, in which case overtime rates of pay shall apply.
7. No nurse shall be scheduled to work more than one (1) shift of less than seven and three-quarter (7.75) hours in any one (1) day.

5. Re: Agency Nurses

The Employer commits to making best efforts to minimize to the greatest degree possible the use of nurses employed by outside agencies ("agency nurses") to fill occasional available shifts.

The Employer affirms its commitment that such shifts, including those which result from not filling term or permanent positions for a period of time, will be offered first to site nurses in accordance with the provisions of the collective agreement. Only when nurses within the organization are not available, will the Employer resort to seeking assistance from outside agencies.

The Employer further agrees to meet with the Union on a quarterly basis through the NAC meeting process, to review trends and data (number of agency nurses used, reasons for use and process management used to attempt to obtain facility nurses) and explore alternatives to minimize the use of agency nurses to the greatest degree possible.

Included in the data provided will be hours of agency nurses used by classification, and separated by units. Such report will be provided to MNU Provincial Office 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 Human Resource consultant or delegate for resolution.

6. Re: Group Benefit Plans

The Employer (on behalf of those nurses newly employed, or nurses previously participating in the former MHO benefit plans, or any other nurses who may subsequently join the plans through the Collective Bargaining process) and the Union agree to participate in the Jointly Trusteed Benefit Plans in accordance with the Benefit Trust document established between the parties in 1998. This agreement shall be in accordance with the Collective Agreement, and in accordance with the Trust agreement and the plan texts established by the Board of Trustees of the Healthcare Employees Benefits board (HEPB). This shall include the Group Dental Plan, the Group Life Plan, Group Extended Health Plan and D & R Plan and Employee Assistance Plan. The newly Jointly Trusteed Plans shall be successor to the former MHO plans.

The parties agree that the plans' assets, liabilities and surplus will be transferred to the new Trust. The contribution rates schedule are indicated in the Collective Agreement of plan text and may only be amended by a process outlined in the Trust or through collective bargaining.

7. Re: Pensions [Re: Participation in Jointly Trusteed Pension Plan (HEPP)]

- (i) The parties agree to participate in the Health Care Employees' Pension Plan – Manitoba (HEPP) in accordance with its terms and conditions including an established contributions rate as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.

- (ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (iii) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.
- (iv) Employer and employee contribution rates for the HealthCare Employees' Pension Plan – Manitoba (HEPP) to be increased as follows:
 - April 1, 2013 –
 - Employer contribution rate to increase by 0.1% resulting in an overall contribution rate increase of 1.1%
 - Employee contribution rate to increase by 0.3% resulting in an overall contribution rate increase of 1.1%.
 - (resulting in the new rates of 7.9% up to YMPE and 9.5% for earnings in excess of YMPE)

8. Re: Group Registered Retirement Savings Plan

The Employers and the Union mutually agree to work towards creation of a Group Registered Retirement Savings Plan (GRRSP) by January 1, 2003. Such plan shall provide for payroll deduction, and each nurse shall be responsible for determining their own available RRSP contribution under federal law.

9. Re: Joint Nursing Council

1. There shall be a Council which shall be known as “The Joint Nursing Council” and shall consist of six (6) members of whom:
 - (a) One shall be the Minister of Health or designate;
 - (b) One shall be appointed by the Executive Council of the Government of Manitoba;
 - (c) One shall be appointed by the Regional Health Authorities of Manitoba;
 - (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.
4. The Joint Nursing Council shall consult on any suggestions or requests made by members of the Council concerning:
 - (a) Working conditions and work-life issues;
 - (b) Recruitment and retention of nurses;
 - (c) Any other issue considered to improve patient care and contribute to the efficient management of the health care system.
5. The Joint Nursing Council shall endeavour to promote and maintain good will between Employers and the Manitoba Nurses' Union, and encourage free and frank discussion of all problems, with a view to reaching mutually acceptable resolutions.

10. Re: Buyback of Healthcare Employees Pension Plan (HEPP)

Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

11. Re: Provisions for Part-time Nurses Occupying More Than One Position within St. Amant

- (a) Part-time nurses shall be eligible to apply for and occupy more than one (1) part-time position within the facility. 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 normal full-time hours in two (2) consecutive bi-weekly periods shall be compensated for the excess hours in accordance with Article 16.

- (d) Where the sum of the positions occupied equal one (1.0) EFT, the status of the nurse will continue to be part-time, (i.e. status will not be converted to full-time), and the provisions of Article 34 will apply based on the total of all active positions occupied, unless specified in this article.
- (e) All salary based benefits, i.e. Group Life, Pension, D & R, as applicable, will be combined and calculated on the basis of the total of all active positions occupied.
- (f) All accrued benefits, i.e. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- (g) Requests for scheduling of vacation shall be submitted to each unit/department manager. Said requests will be considered by both unit/department managers, and shall be granted in accordance with the provisions of Article 2109, based on the nurse's seniority.
- (h) Requests for unpaid or paid leaves of absence shall be submitted to each unit/department manager, and shall be considered and granted on/in each unit/department, 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 terms of the Collective Agreement shall be applicable to Nurse Practitioner positions except as modified hereinafter. Inclusion of Nurse Practitioners within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter.

The following shall apply to all Nurse Practitioner positions.

1. Article 2103(a) - A nurse occupying a Nurse Practitioner position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

Length of Employment

In the first ten (10) years

In the eleventh (11th) to twentieth (20th)
year inclusiveIn the twenty-first (21st) and
subsequent years**Rates at Which Vacation Earned**Twenty (20) days/four (4) weeks
(155 hours) per yearTwenty-five (25) days/five (5)
weeks (193.75 hours) per yearThirty (30) days/six (6) weeks
(232.50 hours) per year

2. Article 2601(b) – shall include those nurses occupying a Nurse Practitioner position.

The following shall only apply to Nurse Practitioners working in Community-Based Positions:

3. Seventy-two and one half (72.50) hours shall constitute a bi-weekly pay period of work (1885 hours per annum). The Nurse Practitioner may vary hours worked in order to effectively carry out the accountabilities and responsibilities of the position provided the Nurse Practitioner first obtains the pre-approval, in writing, from their immediate supervisor or designate.
4. The salary scale for the Nurse Practitioner (Community Health) shall be as set out in APPENDIX “A” – SALARIES. It is understood that this is established as a comprehensive salary. Accordingly, Articles 16, 17 and 18 shall not apply.
5. This shall be a community nursing position subject to the provisions in the Collective Agreement applicable to community nurses. The position shall have a base of operations as identified by the Employer. A Nurse Practitioner may be required to provide services in other regional locations on a temporary or assigned basis. The nurse shall be entitled to reimbursement for travel expenses as set out in the Collective Agreement.

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

6. 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 not apply).

Articles 16, 17 and 18 shall apply if the Nurse Practitioner has defined/scheduled hours of work.

7. The salary scale for the Nurse Practitioner shall be as set out in APPENDIX “A” – SALARIES.

13. Re: Mentorship

The Employer and the Union acknowledge that Mentorship is every nurse's professional responsibility. In the case of new Graduate Nurses, a more intensive approach to mentorship may be warranted.

The Employer and the Union believe that Mentorship of new Graduate Nurses is necessary and important and will facilitate transition from the student role to the practicing professional role and build a culture of support that will foster the retention of new Graduate Nurses. Further, the Employer and the Union recognize that this may be accomplished in a variety of ways dependent on the unique circumstances and demographics of each workplace. Mentoring may represent an opportunity for late career nurses who are interested in imparting their experience and knowledge.

For the purposes of this Memorandum of Understanding, a "Mentor" is defined as an experienced Registered Nurse, Registered Psychiatric Nurse or Licensed Practical Nurse engaged in a formal relationship of a determined length with a new graduate nurse(s) in order to assist the graduate nurse(s) in successfully adjusting to the working environment and performing their new role as a professional nurse.

Prior to the commencement of a mentorship relationship, the Employer and the nurse will discuss work assignment adjustments required in order for successful mentorship completion.

The Employer will identify attributes required for a mentorship role based on leadership skills, clinical expertise, professionalism, interpersonal skills and advocacy of the nursing profession.

A Registered Nurse or Registered Psychiatric Nurse or Licensed Practical Nurse shall receive an additional \$0.70 per hour for each hour assigned by the Employer as a mentor.

14. Re Nurse Weekend Worker (Hereinafter referred to as Weekend Worker)

Where the Employer chooses to implement a Weekend Worker position(s) the Employer and the Union mutually agree that the following shall apply:

- (a) All provisions of the Collective Agreement shall apply except as noted herein.
- (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s).
- (c) A nurse working a weekend schedule will be scheduled to work on every weekend. This may include working one or all days on the weekend as well as shifts during the week. Article 1504(d) and 3404 shall not apply to Weekend Workers.

- (d) Weekend Workers positions shall be posted in accordance with the provisions of the Collective Agreement.
- (e) A nurse replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non Weekend Worker shall be paid at their Weekend Worker rate of pay for the interchanged shift.
- (f) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts.
- (g) The establishment and/or existence of a Weekend Worker shall not form the basis for reclassification and/or pay adjustments of any classification under the Collective Agreement.
- (h) The Employer maintains the right to discontinue a Weekend Worker schedule with a minimum of six (6) weeks notice, at which time the schedule may be converted to normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of Weekend Worker incumbents is not required for schedule conversions where there are no other changes in the position except the conversion from a Weekend Worker rotation to a regular rotation.
- (i) Appendix "A" – Salaries for Weekend Worker positions shall be fifteen percent (15%) higher than the prevailing rate for that occupational classification.

15. Re: Increase of EFT

Notwithstanding Article 30, the EFT of a part-time nurse may be increased in accordance with the following process:

The parties agree that it may be of mutual benefit to the nurses and the Employer to allow part-time nurses, who request to do so, to increase their EFT.

- (a) The process will commence at a date determined by the parties at the Site/Local Nursing Advisory Committee. The Employer shall inform the Site/Local Nursing Advisory Committee of the total EFT and shift patterns available per nursing unit.
- (b) The Employer shall communicate to all part time Nurses on a nursing unit the pre-determined EFT and shift pattern(s) available for the increase of EFT process. Requests to permanently increase EFTs shall be made in writing by part-time nurses. The nurses shall indicate the maximum EFT to which they wish to increase. A nurse may increase their EFT up to a 1.0 EFT.

- (c) In considering requests, the Employer shall consider such factors as current EFTs, shift assignments, shift schedules, the unit(s) needs and the requirements of Article 15. If the request by nurses within a unit exceed the availability within that unit as determined by the Employer, the Employer shall offer in order of seniority.
- (d) A part-time nurse shall not be permitted to increase their EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.
- (e) Where any request to change EFT has been approved, the Employer shall issue a letter to the nurse confirming the nurse's new EFT in accordance with this Collective Agreement along with an effective date.
- (f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (g) Any changes to a master rotation as a result of changing EFTs shall be done in accordance with the provisions of 1504.
- (h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Understanding including, without limitation, the right to post vacant positions.
- (i) The Site/Local Nursing Advisory Committee shall be advised of the outcome in the Increase of EFT Process of each nursing unit.

This Memorandum of Understanding shall remain in effect for the duration of this Collective Agreement.

16. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union

The Employer and the Union agree each with the other as follows:

1. A nurse employed by the Employer who is elected to the full-time position of President of the Manitoba Nurses' Union, shall be considered as continuing in the employ of the Employer during the nurse's term of office as President of the Manitoba Nurses' Union and shall be considered to be seconded to the Manitoba Nurses' Union during the term of office.
2. For the purposes of administering the period of secondment, the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall function as the official contact person in any dealings with the Employer. In addition the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall be accountable for:

- (i) notifying the Employer, in writing, of the official commencement and termination date of the President's term of office;
- (ii) determining the bi-weekly payroll record of the President and notifying the Employer of same.

The Union shall save the Employer harmless from any claim from the President arising from alleged error(s) in the payroll record.

3. Reimbursement of Employer Costs

The Manitoba Nurses' Union shall assume the responsibility for reimbursing the Employer for total recovery of payroll and related costs associated with the President's term of office, as follows:

- (i) gross salary, including paid vacation, income protection and any other paid leave of absence authorized by the Accounting and Information Technology Coordinator
- (ii) Employer portion of C.P.P.;
- (iii) Employer portion of E.I.;
- (iv) Workers Compensation premiums;
- (v) Payroll tax;
- (vi) Employer portion of Benefit Plan premiums (pension plan, group life insurance plan, dental plan);
- (vii) Pre-retirement leave.

The Employer shall provide the Accounting and Information Technology Coordinator with a monthly statement of the above-referenced payroll expenses incurred during the nurse's period of secondment to President of the Manitoba Nurses' Union.

4. Income Protection

- (i) The Union President will accumulate income protection credits at the rate of one and one-quarter (1.25) days per month during the period of secondment. In the event that the Manitoba Nurses' Union President is absent during the secondment period due to accident or illness and the income protection credits accumulated during the period of secondment are insufficient to cover full payment of sick leave, the Employer will pay the Manitoba Nurses' Union President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs (ii) and (iii) below.
- (ii) Upon the nurse's return to work following the period of secondment the amount of income protection accumulated during the period of secondment will be reconciled against the amount of income protection utilized during this same

period. In the event the difference is positive i.e. the amount accumulated is greater than the amount utilized, the nurse will be eligible to utilize the difference (unutilized income protection credits) at a future date. It is understood that utilization of these income protection credits may only occur once the nurse exhausts all income protection credits accumulated during their normal course of employment with the Employer.

- (iii) It is further understood that these income protection credits shall not be stored in the nurse's income protection bank within the computerized payroll system. Following the period of secondment, a record of these credits will be provided to the nurse along with a copy in the personnel file of the nurse. In the event and at the point that the nurse wishes to utilize these income protection credits, the nurse 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 the nurse is 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.

17. 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.

18. Mediation 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 may agree to use mediation in an attempt to resolve the grievance, where it is mutually agreed to be appropriate.

Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation.

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 MNU Labour Relations Officer and the Human Resource Director of St. Amant or their designate 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 Mediation Process:

Part 1 GENERAL

1. It is understood that this process is to continue concurrent with the Collective Agreement. The Collective Agreement is for the period **April 1, 2017** to the date of ratification of a new Collective Agreement, and subject to the Term of the Collective Agreement.
2. The Grievance Mediator shall be an individual jointly approved by MNU and St. Amant.
3. It is recognized that Grievance Mediation is a voluntary process and either party may request that any grievance be submitted for Mediation however, both parties must agree on each case to be so submitted. Where such mutual agreement cannot be reached then the provisions of the Collective Agreement regarding Arbitration shall apply.
4. It is understood that if an opinion from the Grievance Mediator is sought, it 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 Mediator then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement.
5.
 - a) It is understood that where the parties agree to abide by the opinion of the Mediator, it is done so on a without precedent or prejudice basis.
 - b) An opinion expressed by the Grievance Mediator regarding any issue shall not be submitted to any future Grievance Mediator nor to any Arbitrator.
6. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached. If there are any costs related to mediation, they shall be shared equally between the parties.
7. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during, or after its referral to a Grievance Mediator.

8. It is expressly understood that Grievance Mediation 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 Grievance Mediation. 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 Grievance Mediation, 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 Mediator may, with the consent of both parties, choose a more appropriate location.

2. The parties agree not to be represented at any Grievance Mediation 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 representatives. This stipulation shall not prevent the Grievance Mediator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.

3. The parties agree to provide the Mediator 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 Mediator 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 Mediator shall conduct any hearing in a manner deemed by them to be effective. Witnesses will not give evidence under oath, but the Mediator 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 mediation hearing at straight time rates.

19. 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) 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 Local/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/worksite/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 (11:37.5) 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 ("12") hour or 7.75 hour shift or hours in excess of the normal full-time hours in the rotation pattern in effect on each nursing unit/worksites/program.

Overtime for part-time nurses shall be authorized time worked in excess of a scheduled 11.63 ("12") hour or 7.75 hour shift or hours in excess of the normal full-time hours in two (2) consecutive bi-weekly periods, in accordance with Article 16.

6. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the provisions of the Collective Agreement.

7. Recognized Holidays:

A nurse required to work on a Recognized Holiday shall be paid in accordance with the Collective Agreement for all hours worked. Full-time nurses shall receive an alternate seven and three-quarter (7.75) hour shift off at their basic rate of pay in accordance with Article 2203.

A nurse may accumulate three (3) days (23.25 hours) off given in lieu of Recognized Holidays in order to take two (2) consecutive 11.63 hour shifts off with pay. Such shifts shall be added to a weekend off or to scheduled days off or used to complete a partial week of vacation in accordance with Article 2206.

8. Income Protection:

Income protection is accrued at the rate of 9.69 hours per month. It is utilized in accordance with Article 23.

- absence through illness for one (1) twelve (12) hour shift utilizes 11.63 hours of accumulated income protection credits.
- absence through illness for two (2) twelve (12) hour shifts utilizes 23.25 hours of accumulated income protection credits.
- absence through illness for one (1) twelve (12) hour shift plus one (1) 7.75 hour shift utilizes 19.375 hours of accumulated income protection credits.

9. Bereavement Leave:

Pay for bereavement leave will be calculated in accordance with Article 2411, e.g:

- four (4) scheduled 11.63 ("12") hour shifts = 46.5 hours;
- two (2) scheduled 11.63 ("12") hour shifts = 23.25 hours.
- one (1) scheduled twelve (12) hour day off plus one (1) scheduled eight (8) hour shifts = 19.375 hours

10. Vacation:

The paid vacation entitlement that a nurse receives under the twelve ("12") hour shift schedule pattern shall be equivalent in hours to the paid vacation entitlement on a seven and three-quarter (7.75) hour shift schedule pattern, calculated in accordance with Article 21. Vacation shall be scheduled in accordance with Article 2101.

11. Standby:

The provisions of Article 18 shall apply to the 12 hour shift memo.

12. Additional available shifts shall be offered equitably to all nurses working on the unit/worksites/program regardless of their regular shift length.
13. The terms of Article 1504 (g) shall be applicable.
14. Individual shifts of 11.63 (“12”) hours shall not be interchanged, as referenced in Article 15, with individual shifts of seven and three-quarter (7.75) hours, however nurses can interchange three (3) days (23.25 hours) with two (2) 11.63 hour shifts.
15. Where payroll limitations exist such that only two decimal points can be entered in regard to shift length, the shift length shall be rounded up to two decimal points.
16. Notwithstanding definition of “position”, where there is mutual agreement between the Union and the Employer to allow nurses to revert from “12” hour shift patterns to “8” hour shift patterns it is understood that nurses occupying “12” hour positions will not be deleted in order to revert to a “8” hour positions. It is understood that nurses will select their “8” hour shift patterns on the new rotation in order of seniority.

This process is only applicable when there are no changes in each nurse’s EFT.

20. Re: 10 Hour Shift Schedule Pattern

The Employer and the Union mutually agree that the following conditions and understandings are applicable to the 9.69 (“10”) hour shift schedule pattern.

1. The procedure to be followed for the trial and implementation of the 9.69 (“10”) hour shift schedule pattern shall be as follows:
 - (a) A meeting of all nurses in the unit/worksites/program and senior nursing management will be held to discuss a tentative “10 Hour” shift schedule pattern and a proposed date for the commencement of the trial period. Following the meeting, a date will be determined for a secret ballot vote to establish that a majority of the nurses are in favor of the shift change.
 - (b) A majority of sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the “10 Hour” shift can proceed. Nurses terminating employment in the unit/worksites/program prior to the commencement of the trial period will not be entitled to vote. A letter will be forwarded to the Regional and Local/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 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 or 7.75 hour shift or hours in excess of the normal full-time hours in two (2) consecutive bi-weekly periods, in accordance with Article 16.

6. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the provisions of the Collective Agreement.

7. Recognized Holidays:

A nurse required to work on a Recognized Holiday shall be paid in accordance with the Collective Agreement for all hours worked. Full-time nurses shall receive an alternate seven and three-quarter (7.75) hour shift off at their basic rate of pay in accordance with Article 2203.

A nurse may accumulate four (4) days (31.00 hours) off given in lieu of Recognized Holidays in order to take three (3) consecutive 9.69 hour shifts off with pay. Such shifts shall be added to a weekend off or to scheduled days off or used to complete a partial week of vacation in accordance with Article 2206.

8. Income Protection:

Income protection is accrued at the rate of 9.69 hours per month. It is utilized in accordance with Article 23.

- absence through illness for one (1) 9.69 ("10") hour shift utilizes 9.69 hours of accumulated income protection credits.
- absence through illness for two (2) 9.69 ("10") hour shifts utilizes 19.38 hours of accumulated income protection credits.
- absence through illness for one (1) 7.75 hour shift utilizes 7.75 hours of accumulated income protection credits.

9. Bereavement Leave:

Pay for bereavement leave will be calculated in accordance with Article 2411, e.g:

- one (1) scheduled 9.69 ("10") hour shift = 9.69 hours;
- two (2) scheduled 9.69 ("10") hour shifts = 19.38 hours.
- one (1) scheduled 7.75 hour shift = 7.75 hours

10. Vacation:

The paid vacation entitlement that a nurse receives under the ten (“10”) hour shift schedule pattern shall be equivalent in hours to the paid vacation entitlement on a seven and three-quarter (7.75) hour shift schedule pattern, calculated in accordance with Article 21. Vacation shall be scheduled in accordance with Article 2101.

11. Standby:

The provisions of Article 18 shall apply to the 12 hour shift memo.

12. Additional available shifts shall be offered equitably to all nurses working on the unit/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.

16. Notwithstanding definition of “position”, where there is mutual agreement between the Union and the Employer to allow nurses to revert from “12” hour shift patterns to “8” hour shift patterns it is understood that nurses occupying “12” hour positions will not be deleted in order to revert to a “8” hour positions. It is understood that nurses will select their “8” hour shift patterns on the new rotation in order of seniority.

This process is only applicable when there are no changes in each nurse’s EFT.

21. Re: 7.75/11.63 Hour Shift

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

1. The procedure to be followed for the trial and implementation of the 7.75/11.63 hour shift schedule pattern shall be as follows:

- (a) A meeting of all nurses in the unit/worksite/program and senior nursing management will be held to discuss a tentative 7.75/11.63 hour shift schedule pattern and a proposed date for the commencement of the trial period. Following the meeting, a date will be determined for a secret ballot vote to establish that a majority of the nurses are in favor of the shift change.
- (b) A majority of sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the 7.75/11.63 hour shift can proceed. Nurses terminating employment in the unit/worksite/program prior to the commencement of the trial period will not be entitled to vote. A letter will be forwarded to the Regional and Local/Worksite President informing them that the unit/worksite/program is examining a 7.75/11.63 hour rotation.
- (c) Following this meeting:
 - each nurse shall indicate their choice of either 7.75 hour shifts or 11.63 hour shifts;
 - rotation(s) that do not result in deletions will be developed based on the nurse(s) choice of shift length.
- (d) Once nurses have indicated their preference for either 7.75 shift lengths or 11.63 hour shift lengths, they shall not be required to work the other shift length unless mutually agreed between the nurse and the Employer.
- (e) It is understood that nurses who choose the 11.63 hour shift will work a Day shift and a Night shift and the nurses who choose the 7.75 hour shift will maintain their current shift description i.e. Days/Evenings, Days/Nights, permanent Days, permanent Evenings and permanent Nights.
- (f) It is also understood that no nurse shall change their current EFT in order to accommodate the introduction of the 7.75/11.63 shift.
- (g) Once it is determined that the majority of nurses are in favour of a shift change, a Master Rotation will be developed in meaningful consultation with the nurses as defined in Article 1504.
- (h) The length of the trial period will be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.
- (i) Six (6) weeks prior to the completion of the trial period, a unit/worksite/program meeting will be held to review/evaluate the 7.75/11.63 hour shift and to implement or discontinue the 7.75/11.63 hour rotation.

- (j) The 7.75/11.63 hour shifts may be discontinued [subject to a sixty percent (60%) vote in favor of discontinuing the shift by nurses on the unit/worksite/program] or by the Employer with written notification of ninety (90) working days. The Union will be notified of the discontinuance of the 7.75/11.63 hour shift. The Employer and the Union shall meet to determine a date to return to the seven and three-quarter (7.75) hour shift.

2. Hours of Work and Shift Schedules:

Full-time hours of work shall provide:

- (a) An average of six (6) shifts of 11.63 hours duration, and one (1) shift of seven and three-quarter (7.75) hours duration in each bi-weekly period; or
- (b) Twenty (20) shifts of 11.63 hours duration in each three (3) consecutive bi-weekly period; or
- (c) Thirty (30) shifts of seven and three-quarter (7.75) hours duration in each three (3) consecutive bi-weekly period: or
- (d) A combination of shifts of 11.63 ("12") hours duration and 7.75 hours duration that equal an average of seventy-seven and one-half (77.50) hours bi-weekly averaged over the three (3) consecutive bi-weekly periods in the shift schedule pattern; or
- (e) Four (4) scheduled "12" hour shifts followed by four (4) days off and once every six (6) months the nurse shall receive an additional four (4) days off. Where this rotation pattern is utilized, the provisions of 1504 (f) (weekends) shall not apply. The additional four (4) days off may be scheduled together, or separately in each 6 month period, and the decision on how these will be scheduled will be in consultation with the nurses and included in the master rotation.

Shift schedules shall be based on Master Rotation patterns planned in consultation with the nurses concerned, and provide for a minimum of eleven and a half (11.5) hours off between assigned shifts, a minimum of forty-seven (47) hours off duty at one time, unless otherwise mutually agreed and a minimum of alternate weekends off duty.

It is understood that whenever 11.63 (12) hours is mentioned, its equivalent eleven (11) hours and thirty-seven and one-half (37.50) minutes (11:375) may be used.

The official shift length is 11.625 hours, however the parties have agreed that due to exigencies of the payroll system that 11.63 hours shall apply until such time as the payroll system is able to accommodate three (3) decimal points.

3. Shift Schedules, Rest and Meal Periods

(a) "Twelve (12) Hour" shifts may be scheduled as:

- Twelve (12) hours and twenty-five (25) minutes; or
- Twelve (12) hours and fifteen (15) minutes.

(b) Two (2) rest periods of fifteen (15) minutes each will be allocated by the Employer during a "12 Hour" shift.

(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 ("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/worksite/program.

Overtime for part-time nurses shall be authorized time worked in excess of a scheduled 11.63 ("12") hour or 7.75 hour shift or hours in excess of the normal full-time hours in two (2) consecutive bi-weekly periods, in accordance with Article 16.

6. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the provisions of the Collective Agreement.

7. Recognized Holidays:

A nurse required to work on a Recognized Holiday shall be paid in accordance with the Collective Agreement for all hours worked. Full-time nurses shall receive an alternate seven and three-quarter (7.75) hour shift off at their basic rate of pay in accordance with Article 2203.

A nurse may accumulate three (3) days (23.25 hours) off given in lieu of Recognized Holidays in order to take two (2) consecutive 11.63 hour shifts off with pay. Such shifts shall be added to a weekend off or to scheduled days off or used to complete a partial week of vacation in accordance with Article 2206.

8. Income Protection:

Income protection is accrued at the rate of 9.69 hours per month. It is utilized in accordance with Article 23.

- absence through illness for one (1) twelve (12) hour shift utilizes 11.63 hours of accumulated income protection credits.
- absence through illness for two (2) twelve (12) hour shifts utilizes 23.25 hours of accumulated income protection credits.
- absence through illness for one (1) twelve (12) hour shift plus one (1) 7.75 hour shift utilizes 19.375 hours of accumulated income protection credits.

9. Bereavement Leave:

Pay for bereavement leave will be calculated in accordance with Article 2411, e.g:

- four (4) scheduled 11.63 ("12") hour shifts = 46.5 hours;
- two (2) scheduled 11.63 ("12") hour shifts = 23.25 hours.
- one (1) scheduled twelve (12) hour day off plus one (1) scheduled eight (8) hour shifts = 19.375 hours

10. Vacation:

The paid vacation entitlement that a nurse receives under the 7.75/11.63 hour shift schedule pattern shall be equivalent in hours to the paid vacation entitlement on a seven and three-quarter (7.75) hour shift schedule pattern, calculated in accordance with Article 21. Vacation shall be scheduled in accordance with Article 2101.

11. Standby:

The provisions of Article 18 shall apply to the 12 hour shift memo.

12. Additional available shifts shall be offered equitably to all nurses working on the unit/worksites/program regardless of their regular shift length.
13. The terms of Article 1504 (g) shall be applicable.
14. Individual shifts of 11.63 (“12”) hours shall not be interchanged, as referenced in Article 15, with individual shifts of seven and three-quarter (7.75) hours, however nurses can interchange three (3) days (23.25 hours) with two (2) 11.63 hour shifts.
15. Where payroll limitations exist such that only two decimal points can be entered in regard to shift length, the shift length shall be rounded up to two decimal points.
16. Notwithstanding definition of “position”, where there is mutual agreement between the Union and the Employer to allow nurses to revert from “12” hour shift patterns to “8” hour shift patterns it is understood that nurses occupying “12” hour positions will not be deleted in order to revert to a “8” hour positions. It is understood that nurses will select their “8” hour shift patterns on the new rotation in order of seniority.

This process is only applicable when there are no changes in each nurse’s EFT.

17. The shift lengths of vacant positions will not be altered without mutual agreement between the Union and the Employer.
18. Any current 7.75 hour positions held by a nurse will not be deleted solely for the purpose of creating an 11.63 hour shift.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. AMANT INC.
AND
ST. AMANT NURSES LOCAL 95
OF 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
5. Re: Agency Nurses
6. Re: Group Benefit Plans
7. Re: Pensions [Re: Participation in Jointly Trusteed Pension Plan (HEPP)]
8. Re: Group Registered Retirement Savings Plan
9. Re: Joint Nursing Council
10. Re: Buyback of Healthcare Employees Pension Plan (HEPP)
11. Re: Provisions for Part-time Nurses Occupying More Than One Position
Within St. Amant
12. Re: Nurse Practitioner Positions
13. Re: Mentorship
14. Re: Nurse Weekend Worker
15. Re: Increase of EFT
16. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba
Nurses' Union
17. Re: Letter of Understanding – HEPP COLA Fund
18. Re: Mediation Process
19. Re: 12 Hour Shift Schedule Pattern
20. Re: 10 Hour Shift Schedule Pattern
21. Re: 7.75/11.63 Hour Shift

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST. AMANT INC.
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OF THE MANITOBA NURSES' UNION**

Re: Job Sharing

1. When a full-time position is posted, two (2) nurses may apply to share that position. The decision to allow two (2) nurses to share a full-time position rests solely with Management who will consider the needs of the area.
2. In the event that one (1) nurse in the job sharing position is in receipt of vacation, income protection, or is on a L.O.A., the other nurse in the job sharing position may be offered first option to refuse the additional available shifts created by the absent nurse in the job sharing position.
3. In the event that one (1) of the nurses sharing a full-time position resigns, 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 part-time. The remaining nurse wishes to continue working their part of the rotation and they will be allowed to do so if another nurse is willing to work the other part of the rotation. If you wish to apply for said position, please apply in the normal manner stating same."
4. Providing there is another nurse willing to share the full-time rotation the remaining nurse will be maintained in the shared position.
5. 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.
6. 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.
7. The remaining nurse will then be offered any part-time position for which they meet the qualifications, and which is currently vacant, and if none is available, they shall be dealt with in accordance with Article 27, excluding Articles 2701, 2704, 2705, 2706 paragraph 3 and 2707.

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Re: "12" Hour Shift for the Complex Respiratory Care Services Unit

The Employer and the Union mutually agree that the following conditions and understandings apply re: the 11.625 ("12") hour shift scheduling pattern:

1. Each shift of 11.625 ("12") hours duration is to be inclusive of two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute meal period. Each shift of 11.625 ("12") hours shall be exclusive of one (1) meal period not exceeding thirty-seven (37) minutes in length.
2. Full-time hours of work shall provide:
 - (a) That there shall be an average of six (6) shifts of 11.625 ("12") hours duration and one (1) shift of 7.75 hours duration in each bi-weekly period; or
 - (b) That there shall be twenty (20) shifts of 11.625 ("12") hours duration in each three (3) consecutive bi-weekly periods of the shift schedule pattern; or
 - (c) That there shall be a combination of shifts of 11.625 ("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.
3. A "weekend" shall mean the period from 2345 hours on Friday until 2330 hours on the immediately following Sunday.
4. The shift schedule shall be based on a master rotation pattern planned in meaningful consultation with the nurses concerned and shall provide nurses with a minimum of twelve (12) hours off between assigned shifts, a minimum of forty-seven (47) hours off at one time, unless otherwise mutually agreed, and shall provide nurses with a minimum of alternate weekends off duty whenever reasonably possible, or three (3) weekends off in each six (6) week period of the shift schedule with a maximum of two (2) weekends worked between weekends off.

5. Each 7.75 hour shift shall be inclusive of two (2) fifteen minute rest periods and exclusive of one (1) thirty (30) minute meal break.
6. The terms of 1504 (f) shall be applicable.
7. Overtime for full-time nurses shall be authorized time worked in excess of a scheduled 11.625 ("12") shift or seven and three-quarter (7.75) hours respectively or hours worked in excess of the master shift rotation in effect on the nursing unit, in accordance with Article 16.
8. Overtime for part-time nurses shall be authorized time worked in excess of a scheduled 11.625 ("12") shift or seven and three-quarter (7.75) hours respectively or hours worked in excess of the normal full-time hours in two (2) consecutive bi-weekly periods, in accordance with Article 16.
9. **Note:** Overtime shall apply in accordance with Article 16 except when a nurse, who normally works 7.75 hour shifts prebooks an available 11.625 ("12") hour shift or mutually agrees to change their schedule to work an 11.625 ("12") hour shift, in advance of the shift in question. In such cases, the nurse shall be paid at straight time rates for all straight time hours worked on the 11.625 ("12") hour shift.
10. A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.5) times their basic salary for all hours worked and, in addition, it is understood that seven and three-quarter (7.75) hours shall be banked; or the nurse may request to have 7.75 hours paid out at their basic rate of pay within the pay period that the Recognized Holiday falls. A nurse must have three (3) lieu days or 23.25 hours in their bank in order to take two (2) "12" hours shifts off. 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. Overtime on a Recognized Holiday shall be at double time and one-half.
11.
 - (a) If a part-time nurse holding a position that includes shifts of 11.625 ("12") hours duration has worked at least 116.25 hours within the preceding thirty (30) calendar days, and is required to work on a Recognized Holiday, they shall be paid at the rate of one and one-half (1.50) times their basic rate of pay, and in addition shall bank seven and three-quarters (7.75) hours to be taken at a time that is mutually agreed between the Employer and the nurse. Alternatively, the Nurse may request to have 7.75 hours paid out at their basic rate of pay within the pay period that the recognized Holiday falls. It is understood that the Nurse must have three (3) lieu days or 23.25 hours in their bank in order to take two (2) "12" hours shifts off.
 - (b) If the part-time nurse has worked at least 116.25 hours within the preceding thirty (30) calendar days and is not required to work on a Recognized Holiday, they shall

have seven and three-quarters (7.75) hours banked; or the Nurse may request to have 7.75 hours paid out at their basic rate of pay within the pay period that the Recognized Holiday falls.

- (c) If the part-time nurse has not worked 116.25 hours within the preceding thirty (30) calendar days and is required to work on a Recognized Holiday, they shall be paid at the rate of one and one-half (1.50) times their basic rate of pay and in addition shall receive Recognized Holiday pay calculated as follows:

$$\frac{\text{Regular Hours Worked by Part-time Nurse}}{\text{Full-Time Hours}} \times \text{Entitlement of Full-Time Nurse}$$

12. Hours of absence due to income protection utilization by the nurse for their own illness or the illness of a family member will be calculated in accordance with scheduled hours; i.e. income protection used for an 11.625 ("12") hour shift uses 11.625 hours of accumulated income protection credits.
13. Pay for bereavement leave will be calculated according to scheduled hours of work missed in accordance with the provisions of Article 2411. It is agreed that the term "working day" shall be deemed to mean 11.625 ("12") hours.
14. The paid vacation entitlement that a nurse receives under the 11.625 ("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. The amount of paid time off that a nurse receives under the modified shift schedule pattern shall correspond exactly in hours to the paid time off on 7.75 hour shift pattern.
15. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the provisions of the Collective Agreement.
16. It is understood that whenever 11.625 ("12") hours is mentioned, its equivalent of eleven (11) hours and thirty-seven and one-half (37.50) minutes may be used.
17. 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. The 11.625 ("12") hour shifts may be discontinued [subject to a sixty percent (60%) vote in favor of discontinuing the shift by nurses on the unit] by mutual agreement between the nurses on the unit and the Employer. The Employer and the Union shall meet to determine a date to return to the 7.75 hour shift.

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ST. AMANT INC.
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Re: French Language

The Employer has an obligation to ensure compliance with respect to a variety of statutory authorities including by requiring bilingualism (French and English) as a bona-fide qualification for designated bilingual position(s) within a 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 Employer recognizes 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.

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Re: Community Nurses

The Employer and the Union mutually agree that the terms and conditions of the Collective Agreement shall apply except as otherwise stated hereinafter:

(1) HOURS OF WORK:

- (i) For full time nurses, seventy-seven and one half (77.50) hours shall constitute a bi-weekly pay period of work (2015 hours per annum).
- (II) It is understood and agreed that part-time hours may include shifts of less than 7.75 hours.

(2) SHIFT SCHEDULES

Shift schedules shall be planned by the Employer in consultation with the nurses concerned, and shall observe the conditions of Article 15 except as listed hereinafter:

- (a) Adjustments in starting and finishing times, as mutually agreed between the Employer and the nurse, may be made in accordance with the requirements of the position.
- (b) Shift Premium and Weekend Premium shall be paid in accordance with Article 17.

- (3) 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 effectively carry out the accountabilities and responsibilities of the position. 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.

Where a nurse requests and is unable to schedule flex time within the prescribed four (4) week period such hours shall be paid out at overtime rates.

4. TRANSPORTATION ALLOWANCE

Travel Expense Reimbursement

Nurses whose assignment is within the province of Manitoba shall be entitled to reimbursement of the following expenses incurred in accordance with *Article 20 and agreed to Employer policies*, unless noted otherwise:

- (i) Mileage and parking expenses.
- (ii) Return airfare where required.
- (iii) Where required, accommodations will be provided if available. Where accommodations cannot be provided, the nurse will be reimbursed for reasonable accommodations made.
- (iv) Daily Meal Allowance or daily per diem

Travel Time

- (i) Travel time shall be paid at the nurse's regular rate of pay,
- (ii) A nurse travelling on a regular scheduled day of work will not suffer any loss in basic salary as a result of missing any portion of a scheduled workday due to travel.

5. Nurses who stay overnight in a Remote Community for approved work purposes receive a travel recognition allowance of \$125 per trip in addition to standard per diem amounts. A Remote Community is defined as a community with some or all of the following attributes:

1. Accessible only by plane or poorly maintained road;
2. Limited access to food or restaurants;
3. Accommodations may be shared or allow limited privacy relative to a standard hotel room

6. Nurses whose return home from travel is delayed by reasons such as weather receive a travel recognition allowance of \$125 per night for every unscheduled night away from home, regardless of their location, in addition to standard per diem amounts.

Nurses receive a maximum of one travel recognition allowance for every overnight stay.

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Re: Incentive for Full Time Employment

1. Incentive for Full Time Employment (based on \$2,000/yr)
 - Annual lump sum payment (qualifying period commencing April 2021, payment after April 2022) of up to \$2,000 for full-time nurses (LPN, RN2, or RN3), based on the number of full months the nurse is employed full-time up to March 31st of the qualifying year.
2. 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
3. Upon confirmation of the nurse's employment in a full-time position for the above periods, the nurse shall be paid \$2,000, on the first off-cycle pay period in May following each qualifying period. For clarity, eligibility depends on being employed in an eligible full-time position on March 31st in each year.
4. 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.
5. 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 MOU shall be paid as income and shall not attract any accruals or benefits.

The parties agree to review the results of these incentives at NAC for discussion on a regular basis to assess the effectiveness of these incentives related to recruitment and retention. In contemplation of renewal of this agreement, the parties will review the overall effectiveness of the Full Time Incentive to inform their discussion regarding renewal of this MOU.

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Re: *Part Time/Full Time Hours Incentive*

The parties have reached mutual agreement on the following:

Part time nurses who pick up extra additional available shift up to full time regular hours, on a quarterly basis, shall be compensated \$500 for each quarter of the year.

1. Incentive for Part Time/ Full Time Hours Incentive (based on \$500/quarterly) Lump sum payment (qualifying period commencing April 1, 2023 – March 31, 2024) of up to \$500 for part time nurses who maintain paid full-time hours of work for each quarterly period.
2. The parties agree that a Part Time/ Full Time Hours Incentive shall be payable in a lump sum to a part time nurse who maintains paid full-time hours of work for the following periods:
 - April 1, 2023 – June 30, 2023
 - July 1, 2023 – September 30, 2023
 - October 1, 2023 – December 31, 2023
 - January 1, 2024 - March 31, 2024
3. Upon confirmation of the part time nurse's hours of work for the above periods, the nurse shall be paid the amount of \$500 on the first off-cycle pay period following each qualifying period.
4. In the event a part time nurse secures a full-time position after April 1, 2023 the incentive payment will be prorated based on the number of months the nurse is employed full-time up to March 31st of the qualifying year.

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

The parties agree to review the results of these incentives at NAC for discussion on a regular basis to assess the effectiveness of these incentives related to recruitment and retention. In contemplation of renewal of this agreement, the parties will review the overall effectiveness of the Full Time Incentive to inform their discussion regarding renewal of this MOU.

INDEPENDENT ASSESSMENT COMMITTEE (IAC)

Chairpersons as per 1104(a)(i):

Jan Currie
Donna McKenzie

Carole Ohryn
Kim Fraser

Sandi Mowat
Laurie Walrus