

COLLECTIVE AGREEMENT

BETWEEN

ST.AMANT INC.

AND

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

April 1, 2024 to March 31, 2028



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

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

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

ARTICLE 3 -- DEFINITIONS

301 A "nurse" is a Registered Nurse, or a Nurse Practitioner (Registered Nurse Extended Practice) or a Licensed Practical Nurse, or a Registered Psychiatric Nurse, or a graduate nurse, or a graduate nurse extended practice or a graduate practical nurse, or a graduate psychiatric nurse 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 Regulated Health Professions 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.

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

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

312 Main rotation shall be defined as the only nursing rotation for a unit and will comply with the terms and conditions of Article 15.

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' within fifteen (15) business days following the date deductions were made 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, by January 31st a list including the name, address and telephone number of each nurse currently in the bargaining unit shall be sent to the Union. This information may only be used by the Union for the purpose of communicating with its members.

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

The Employer agrees to provide each newly hired nurse with a Union Membership Form, or provide an electronic Union Membership Form, or link to an electronic Union Membership Form as requested/determined by the Union at the time of hiring. A nurse who chooses to complete the Union Membership Form shall forward the completed Union Membership Form to the 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 over deduction 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 The Employer shall provide the Manitoba Nurses Union (MNU) link to the electronic copy of the Collective Agreement to each nurse at the time of hiring.

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

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

512 A representative of the Union shall be granted not less than forty-five (45) minutes at a time authorized by the Employer, within thirty (30) calendar days of hiring a nurse 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. Where it is not reasonably possible to hold a Union orientation within the thirty (30) day time limit, the Employer shall notify the Union of such including reasoning, and will provide the orientation as soon as practicable.

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

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 cooperate with Union representation for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards.

On an annual basis the Workplace Safety and Health Committee will 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.

Where maintenance of CISM team is no longer reasonably possible the Employer shall provide the Union as much notice as possible and the parties shall meet to discuss what options are to be implemented to continue provision of similar support to nurses.

The Employer will communicate to members the option to activate 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, harassment or bullying of nurses will be condoned in the workplace. Both parties will work together in recognizing, facilitating the reporting of alleged abuse and resolving such problems as they arise.

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

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

In regards to respectful workplace; there shall be a policy supporting a Respectful Workplace which shall be provided to the Union and shall be reviewed annually by the Workplace Health and Safety Committee. Such policy shall address the issue of communication strategies, which will include signage. The Employer's Respectful Workplace policy shall include a commitment to conclude the investigation as quickly as is reasonably possible. Where a respectful workplace complaint is filed by a nurse, the Employer shall notify the Union of such complaint no later than ten (10) business days following receipt of the complaint.

Where the Union has concerns regarding the impartiality of an Employer conducted Respectful Workplace Investigation, the Union shall have the right to request the investigation be conducted by another party within St. Amant. The Employer shall give all due reasonable consideration to such request. If a respectful workplace investigation is conducted, the findings will be shared by the Employer with the complainant and respondent nurse(s).

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

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

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

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

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

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

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

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

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

ARTICLE 7B – REPRESENTATIVE WORKFORCE

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

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

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

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

7B04 **Truth and Reconciliation**

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

ARTICLE 8 -- TECHNOLOGICAL CHANGE

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

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

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

802 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 in-service 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 quarterly unless otherwise mutually agreed. Other persons may be invited to participate as 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 shall be provided no less frequently than quarterly, all data related to use of additional and/or casual shifts, overtime hours, and vacancies, as well as Agency Nurse utilization with a view to making recommendations relative to the creation of positions and service delivery strategies to ensure the highest quality of 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 Main 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 main rotation including the Employer established criteria and provides to nurses concerned
- Nurses are provided reasonable time to submit feedback and/or an alternate main rotation for consideration.
- The amended or new main 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 main rotation to ensure contract compliance.
- Employer has the sole discretion to select the new main rotation and provides rationale for the selection.

Main 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.

1505 Group Self-Scheduling

- A. The following conditions and understandings apply to Group Self-Scheduling:
1. The procedure for Group Self-Scheduling shall be as follows:
 - (a) A meeting of all nurses on the unit/program who wish to participate in Group Self-Scheduling and the Employer (as designated) will be held to discuss the Group Self-Scheduling Guidelines, the Main Rotation, and the proposed date of commencement of the initial trial period. A letter will be forwarded to the Local President to inform them of the commencement of the trial period.
 - (b) The length of the initial trial period for Group Self-Scheduling shall be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.
 - (c) Six (6) weeks prior to the completion of the initial trial period, a meeting of all participating nurses on the unit/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 main rotation for the unit/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/worksites/program may participate in Group Self-Scheduling.
5. Terms and conditions of the Collective Agreement, Appendices and Supplementary Memorandums of Understanding shall remain in full force and effect, except as outlined in 6. below.
6. All self-scheduling groups shall follow the attached Self-Scheduling Guidelines. The scheduling provisions of Article 1504 (a) to (f) inclusive do not apply to the Group Self-Schedule.
7. The Main Rotation must be in place for each unit/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 Main Rotation shall be permitted to do so. All nurses hired into a position(s) on the unit/program shall be provided with the option of following the Main 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 Main Rotation and a nurse who has a Main 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, Main 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 main rotation.

B. GROUP SELF-SCHEDULING GUIDELINES

Group Self-Scheduling is intended to promote, recruit, retain, engage and offer nurses the opportunity to have flexibility in their work schedules. This is balanced with the

unit/program being staffed properly to ensure people supported care requirements are met.

C. **GUIDELINES**

1. The Employer established Main Rotation will be used as the basis for each nurse within the Group Self-Scheduling unit/program. Only occupied Main Rotation lines can be used for Self-Scheduling.
2. A Self-Scheduling Group can consist of two (2) or more nurses on the same unit/program who agree to work together and take responsibility for coordinating and selecting their scheduled shifts within the combined Main Rotation schedules of the group over the scheduling period. Each nurse must meet their current EFT requirement within the posted shift schedule and the additional requirements contained herein.
3. The out-of-scope Manager/designate has the responsibility of overseeing the process and has final authority in resolving issues. However, such authority is to be exercised reasonably and in accordance with the principles described herein.
4. To form a self-scheduling group, nurses must be of equal competency and skill sets. Where necessary, consideration must also be given to ensuring that there are nurses who are able to take charge/special skill assignments (e.g. triage, LDRP, OR, clinic, etc.) based on the Employer Main Rotation requirements.
5. Nurses within the self-scheduling group are not allowed to schedule themselves in a way that would incur any overtime costs.
6. Each nurse must have a minimum of one (1) paid shift within each pay period. The parties agree that if a process to allow for the elimination of this requirement is established with Central Table Employers, St. Amant shall enter into meaningful discussion regarding implementing a similar process.
7. Shifts can be interchanged once selections are completed, however all nurses may be recommended to work a minimum of four (4) week day shifts in a six (6) week period in order to maintain adequate experience and for evaluation purposes.
8. The self-scheduling group must comply with the provisions of the Collective Agreement and meet the deadlines of these guidelines and the current posting practices, except as identified in number 6 above.
9. The out of scope Manager/designate will receive the proposed schedule of the self-scheduling group no later than two (2) weeks prior to the required posting date for the schedule period. The out of scope Manager/designate must approve the proposed schedule prior to it being posted as part of the unit/program posted schedule. Such approval is not to be unreasonably denied. If approval is denied,

the Employer will notify the Union in writing as soon as practicable, such notification to include the reasons for denial.

10. Vacation scheduling will be done in accordance with Article 21.
11. All changes to the self-scheduling group schedule must be confirmed with the out of scope Manager/designate.
12. Group Self-Scheduling meetings shall be held at least once a year so that there is a forum for all participating nurses to voice concerns or make suggestions for change. Attendance is voluntary and all nurses on the unit/program shall be invited.

ARTICLE 16 -- OVERTIME

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

Authorization must be obtained prior to the start of any overtime work except in emergency situations. 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 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 twelve dollars (\$12.00) effective January 23rd, 2025.

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.

1611 No nurse shall work more than a total of sixteen (16) consecutive hours (inclusive of regular and overtime hours) in a twenty-four (24) hour period, unless otherwise mutually agreed between the nurse and Employer.

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

1701

- (a) An evening shift premium of two dollars (\$2.00) [two dollars and twenty-five cents (\$2.25) effective January 23, 2025] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and the next succeeding 2400 hours.
- (b) A night shift premium of three dollars and fifty cents (\$3.50) [three dollars and seventy-five cents (\$3.75) effective January 23, 2025] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

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

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

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

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

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

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

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

Where a full-time Weekend Worker position has been created the following conditions shall apply:

- (i) Based on a 12 hour rotation consisting of three (3) shifts which will include at least two (2) of the three (3) shifts being worked on Friday, Saturday or Sunday. The shifts may consist of straight days, straight nights or 50% days and 50% nights).
- (ii) Based on an eight (8) hour rotation consisting of nine (9) eight (8) hours shifts in a biweekly period, four (4) of which shall be worked on Friday, Saturday or Sunday within the biweekly period. The shifts may consist of straight days, straight evenings, straight nights, 50% days/evenings or 50% days/nights.
- (iii) The annual hours base shall be 1872 hours. The annual salary provided for this position is the standard 2015 annual salary scale, but shall be 10% higher than the prevailing rate for that occupational classification.
- (iv) A nurse replacing a 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.
- (v) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts.

- (vi) Shift premiums and weekend premiums as outlined in the Collective Agreement shall apply.
- (vii) Articles 1504 (d) and 3404 shall not apply to Weekend Workers.
- (viii) The Employer maintains the right to discontinue a Full-Time Weekend Worker position with a minimum of ninety (90) days written notice to the affected nurse(s) and the Union. The position may be converted to one with normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of the Full Time Weekend Worker incumbents is required for schedule conversions where there are conversions from a Full Time Weekend Worker rotation to a regular rotation. In such case the provisions of Article 27 of the Collective Agreement shall apply.

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

1707 Where the Employer chooses to implement a Weekend Worker position(s) the Employer and the Union mutually agree that the following shall apply:

- (a) All provisions of the Collective Agreement shall apply except as noted herein.
- (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s).
- (c) A full-time nurse working a weekend schedule will be scheduled to work on every weekend. If in a part-time position it is understood that a nurse may be required to work exclusively on weekends, when scheduled to work. Whether full or part time this may include working one or all days on the weekend as well as shifts during the week. Article 1504(d) and 3404 shall not apply to Weekend Workers.
- (d) Weekend Workers positions in accordance with this Article shall be posted in accordance with the provisions of the Collective Agreement and will have an annual hours base of 2015.
- (e) A nurse replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non Weekend Worker shall be paid at their Weekend Worker rate of pay for the interchanged shift.
- (f) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts.

- (g) The establishment and/or existence of a Weekend Worker shall not form the basis for reclassification and/or pay adjustments of any classification under the Collective Agreement
- (h) The Employer maintains the right to discontinue a Weekend Worker position with a minimum of ninety (90) days written notice to the affected nurse(s) and the Union. The position may be converted to one with normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of the Weekend Worker incumbents is required for schedule conversions where there are conversions from a Weekend Worker rotation to a regular rotation. In such case the provisions of Article 27 of the Collective Agreement shall apply.
- (i) Appendix "A" – Salaries for Weekend Worker positions shall be fifteen percent (15%) higher than the prevailing rate for that occupational classification.

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

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) [two dollars (\$2.00) effective January 23, 2025] 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. For temporary assignments of promotion of more than four (4) weeks in length, the terms of Article 2801 herein shall be applicable to salary rates.

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

1903 This allowance shall be 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.

1904 Clinical Mentorship

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

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

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

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

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

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

A. Clinical Mentor Positions

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

Where the Employer creates a position, a job description will be developed and shared with the Union in accordance with the provisions of the Collective Agreement.

- (iii) When establishing a Clinical Mentor position the qualifications established by the Employer shall include at minimum three (3) years of recent nursing experience who demonstrates the attributes required for a mentorship role as defined by the Employer.

B. Clinical Mentorship- Designation Program

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

- (a) (i) A nurse with a minimum three (3) years of recent nursing experience, who demonstrates the attributes required for a mentorship role as defined by the Employer, shall be eligible for consideration to participate in the Clinical Mentorship Designation Program (Program).

A nurse who demonstrates the attributes required for a mentorship role as defined by the Employer shall be eligible for consideration to participate in the Clinical Mentorship Designation Program (Program).

- (ii) This Program is applicable to nurses who hold a 0.7 EFT or higher.
- (iii) A nurse participating in the Program shall continue to earn salary at the nurse's current EFT and classification. Subject to mutual agreement the nurse's schedule can be changed to accommodate the needs of the mentees or the mentee's schedule. For the hours assigned to mentorship duties, the nurse shall be paid a premium of two dollars (\$2.00) per hour.
- (b) Where the Employer approves a nurse to be enrolled in the Clinical Mentorship Designation Program, the nurse shall:
 - (i) Officially notify the Employer of their intention in writing to be enrolled in the Mentorship Program; and
 - (ii) The Employer shall inform the Union of all such agreements.
- (c) The Employer reserves the right to determine if continuance of the role is required.
- (d) Vacation planning will be selected as per the MNU Vacation Scheduling Guidelines.
- (e) The Program shall be reviewed by the Employer and the nurse on at least an annual basis.
- (f) Where the Employer no longer has a need for the clinical mentor designation, the nurse shall maintain their EFT and classification.

ARTICLE 20 – TRANSPORTATION ALLOWANCE

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 five dollars (\$5.00) and a maximum payment of thirty (\$30.00) dollars.

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

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

- (a) the nurse shall be reimbursed by the Employer for all travel from the 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/worksites 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. 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 ninth (9 th) year inclusive	Twenty (20) days/four (4) weeks (155 hours) per year
In the tenth (10 th) to nineteenth (19 th) year inclusive	Twenty-five (25) days/five (5) weeks (193.75 hours) per year
In the twentieth (20 th) and subsequent years	Thirty (30) days/six (6) weeks (232.50 hours) per year

- (b) Effective vacation year 2025/2026: In addition to (a) above, all nurses employed in the Nurse IV occupational classification shall be entitled to paid vacation calculated on the basis of vacation earned at a rate which is five (5) days more than the rates at which vacation is earned in (a).
- (c) Vacation entitlement for the vacation year following completion of the 3rd, 9th and 19th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

Applicable to Nurse Practitioners only

- (a) **For the remainder of the 2024/2025 vacation year:** A nurse occupying a Nurse Practitioner position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of Employment</u>	<u>Rates at Which Vacation Earned</u>
In the first ten (10) years	Twenty (20) days/four (4) weeks (155 hours) per year
In the eleventh (11 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 10th, 20th and 21st years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

Effective vacation year 2025/2026:
Applicable for Nurse Practitioners

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

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

- (b) Vacation entitlement for the vacation year following completion of the 9th, 19th 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 twentieth (20th) or subsequent fifth (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 five (5) 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 a maximum of four (4) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as is requested and granted in accordance with Article 1501. Unless otherwise agreed between the nurse concerned and the Employer, accumulated lieu days must be taken within the fiscal year in which they were earned. If the accumulated lieu days are not taken within the fiscal year earned the accumulated days will be paid out at one and one half (1.5) times their basic rate of pay.

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

2207 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".)

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

NOTE: For each one and one-half (1.5) days of income protection accumulated, one point two (1.2) days* (80%) shall be reserved exclusively for the nurse's personal use as outlined in Article 2301. The remaining point three (0.3) of a day* (20%) shall be reserved for either the nurse's personal use as outlined in Article 2301, or for use in the event of family illness as specified in Article 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

(*In the nurse's first year of employment, one point two (1.2) days to read 0.9 of a day and amend 0.3 days to read 0.6 of a day).

2303

- (a) (i) A nurse who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to their immediate supervisor.
- (ii) A nurse unable to work because of a work related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the nurse by WCB.
- Where a nurse is unable to work because of injuries sustained in a motor vehicle accident they must advise their supervisor as soon as possible and they must submit a claim for benefits to the Manitoba Public Insurance (MPI). The nurse shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by MPI.
- (iii) Where a nurse has applied for WCB or MPI benefits and where a loss of normal salary would result while awaiting a WCB/MPI decision, the nurse may elect to submit an application to the Employer requesting an advance subject to the following conditions:
- (iv) Advance payment(s) shall not exceed the nurse's basic salary as defined in Article 3802 (exclusive of overtime), less the nurse's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
- (v) The advance(s) will cover the period of time from the date of injury until the date the final WCB/MPI decision is received, however in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the nurse's accumulated income protection credits.
- (vi) The nurse shall reimburse the Employer by assigning sufficient WCB/MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by WCB/MPI directly to the nurse.
- (vii) In the event that the WCB/MPI disallows the claim, including any appeal, the nurse shall be paid for the absence in accordance with the income protection provisions of this Agreement and the

Employer shall recover the total amount of the advance by payroll deduction.

- (viii) Upon request, the Employer will provide a statement to the nurse indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (b)
 - (i) Where a nurse who has accumulated sufficient income protection credits, and after giving notification of a WCB/MPI claim with the potential for related income replacement payments to the Employer, the Employer shall as soon as reasonably possible notify the nurse that they can elect to submit an application to the Employer directing that the Employer supplement the WCB/MPI payments. Such notification shall include clear instructions on obtaining, completing and submitting the application for the supplement. The amount of such supplement will equal ten percent (10%) of the nurse's regular net salary not earned due to the time loss. Regular net salary will be based on the nurse's basic salary as defined in Article 3802 of the Collective Agreement (exclusive of overtime), less the nurse's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

 The Employer's supplement shall be charged to the nurse's accumulated income protection credits and such supplement shall be paid until the nurse's accumulated income protection credits are exhausted or until 119 calendar days have elapsed since the first day of supplement is due, whichever comes first.
 - (ii) Subject to the provisions of each plan, the nurse may request the Employer to 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, Disability & Rehabilitation plan, extended benefit plan and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
 - (iii) Further to this, the Employer shall notify Workers Compensation/ Manitoba Public Insurance of salary adjustments at the time they occur.

- (iv) In accordance with 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 and/or date of a specialist medical appointment 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/or a specialist medical appointment and where the surgery and/or specialist medical appointment is subsequently cancelled, and where the Employer has made arrangements for alternate staffing to cover the anticipated absence, the Employer shall have the right to cancel the relief shifts.

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

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

2311 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.

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

2316 Personal Wellness Leave

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

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

The utilization of PWL is subject to the following:

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

The nurse shall request PWL at minimum twenty-four (24) hours in advance and up to 7 days in advance. Subject to operational requirements, the request for PWL shall not be unreasonably denied.

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

ARTICLE 24 -- LEAVE OF ABSENCE

2401 The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the agreement; however, requests for education leave will be given special consideration. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of 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/attain/complete education 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/attain/complete education during non-working time, the Employer shall pay registration or tuition fees, and approved expenses.

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

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

- (c) Employer Sponsored Educational Development:

A nurse shall be granted, upon written request, funding up to a maximum of \$200 per fiscal year, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the senior 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:

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

3. A nurse who qualifies is entitled to a Maternity Leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in (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.

2409Union Leave:

- (a) Subject to at least two (2) or more weeks written notice of request, and no additional costs to the Employer, leave of absence without loss of salary or benefits shall be granted to Union representatives for the purpose of attendance at Manitoba Nurses' Union/Canadian Federation of Nurses' Unions/Canadian Labour Congress/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.

2410A. 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.

B.

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

- (f) the Employer shall pay any monetary amounts, damages, and/or costs awarded against the nurse in any claim, and all reasonable legal fees and related expenses (e.g. disbursements, travel, etc.).
2. All reasonable legal fees and related expenses (e.g. disbursements, travel, etc.) incurred by nurses or former nurses who are reasonably required to retain their own counsel in relation to attendance at or an appearance before any Commission of Inquiry, or fatality inquest, shall be paid by the Employer.

2411 Bereavement Leave:

- (a) Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, fiancé, same-sex partner, child, stepchild, parent, step-parent, sibling, 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:

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

(b)

Part-time nurses who:

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

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

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

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

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

- (c) Calculation of pre-retirement leave entitlement shall begin from the date of the nurse's last commencing employment 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 a citizenship ceremony to receive a certificate of citizenship to become a Canadian citizen. The nurse shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

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

2416 Compassionate Care Leave:

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

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

- (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
- (2) the family member requires the care or support of one (1) or more family members.

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

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

2417 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.

2419 Leave for Organ Donation

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

ARTICLE 25 -- SENIORITY

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

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

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.

2605 Upon resignation or retirement, an exit appraisal shall be forwarded to the nurse to voluntarily complete. Upon request, there will be an option for the nurse to have a personal meeting with an Employer designate who is other than the nurse's direct manager.

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:

Additional available hours worked by the laid-off nurse -----	X	Entitlement of Full-time Nurse
Full-time hours		

- (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. Voluntary Reassignments in the Event of Staffing Shortages

1. In the event of a temporary lateral work reassignment being necessitated by a staffing shortage on a nursing unit, a nurse from within the same unit/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 staffing shortage except as provided for under Involuntary Reassignment in Article 2805 below.
- (b) Where the reassigned nurse does not have the specific current competency for that similar 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 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%) above their normal rate of pay for all hours worked at the reassigned unit. (for clarity this premium is over and above overtime rates, where overtime is earned during reassignment).
- (f) Where a change in work schedule is required by the Employer (receiving unit/) as a result of a reassignment, the nurse(s) shall be compensated with a Shift Disruption Allowance as described below for each shift that has been changed and worked by the nurse. The following rules shall apply:
- i. Compensation of one of the following amounts as applicable per shift, whichever is greatest:
 - \$25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 1 hour and up to 4 hours; or
 - \$35 Impact Shift Changes: a change is made to the calendar day that a nurse was scheduled to work (no change to shift length or shift description); or
 - \$50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 4 hours; a change is made to the shift length (eg: 8 to 12 hours); a change is made to the shift description (eg: from straight Days to Days/Nights, or from straight Days to Days/Evenings);
 - ii. Shift disruption allowance will not be paid on days during which the nurse does not work or for shifts that have not been changed;
 - iii. Nurses shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless

they are in an overtime situation as identified in the nurse(s) respective Collective Agreement and are now required to work additional hours. For clarity, adding hours to shift duration when a nurse has been reassigned during the course of their shift, shall result in daily overtime compensation.

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

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

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

2805 Involuntary Reassignment in Event Of 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).

4. 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.
5. Involuntary reassignment of nurses, regardless of classification, shall be assigned equitably, on a quarterly basis.

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

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

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

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

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

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

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

2906 A nurse accompanied by a Union representative if they so elect shall be given every reasonable opportunity to examine any document which is placed in their personnel file, upon request including, but not limited to, those documents which may be utilized to substantiate a disciplinary action against them, and their reply to any such document shall also be placed in their personnel file. Upon written request, the nurse shall also receive an exact copy of such document. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the nurse has been made aware of its contents at the time of filing or a reasonable time thereafter.

The Employer agrees to remove and destroy any non-disciplinary and disciplinary documentation that is not related to the care of people supported, from the personnel file of a nurse, upon written request from the nurse, after five (5) years, providing no similar incidents occur within that period. In the event a nurse is laid off or on a leave of absence of one (1) calendar month or more during the five (5) years immediately following the discipline, the discipline record will extend the five (5) year calendar month period by the length of the actual lay off or leave of absence.

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 externally. 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.

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

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

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

3003 Provided that equivalent qualifications are met, preference shall be given to 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.

3007 Notwithstanding the provisions of Articles 3001 through 3005 above the parties agree that it may be of mutual benefit to the nurses and the Employer to allow part-time nurses, who request to do so, to increase their EFT and/or allow casual nurses to obtain a part-time or full-time position.

- (a) Where it is determined to be of mutual benefit to the nurse(s) and the Employer and where operationally feasible, the Employer shall take all reasonable measures to accommodate such requests. The EFT of a part-time nurse may be increased in accordance with the following process:
- (i) The process will commence at a date determined by the parties at the Local Nursing Advisory Committee. The Employer shall inform the Local Nursing Advisory Committee of the total EFT and shift patterns available per nursing unit.
 - (ii) The Employer shall communicate to all part time nurses on a nursing unit the pre-determined EFT and shift pattern(s) available for the increase of EFT process. Requests to permanently increase EFTs shall be made in writing by part-time nurses. The nurses shall indicate the maximum EFT to which they wish to increase. A nurse may increase their EFT up to a 1.0 EFT.
 - (iii) In considering requests, the Employer shall consider such factors as current EFTs, shift assignments, shift schedules, the unit(s) needs and the requirements of Article 15. If the request by nurses within a unit exceed the availability within that unit as determined by the Employer, the Employer shall offer in order of seniority.
 - (iv) A part-time nurse shall not be permitted to increase their EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.
 - (v) Where any request to change EFT has been approved, the Employer shall issue a letter to the nurse confirming the nurse's new EFT in accordance with this Collective Agreement along with an effective date.
 - (vi) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
 - (vii) Any changes to a main rotation as a result of changing EFTs shall be done in accordance with the provisions of Article 1504.
 - (viii) The Employer is not prevented from exercising any of its normal management rights as a result of this Article including, without limitation, the right to post vacant positions.
 - (ix) The Local Nursing Advisory Committee shall be advised of the outcome in the Increase of EFT Process of each nursing unit.

- (b) Where all EFT increase requests have been considered and implemented and/or the Employer has offered EFT increases for part-time nurses, and where casual nurses at the same site/program/unit have expressed a desire to obtain a full or part time position, the Employer shall take all reasonable measures to transition those casual nurses to a part-time or full-time position in accordance with the following process:
- (iii) The process will commence at a date determined by the parties at the Local Nursing Advisory Committee. The Employer shall inform the Local Nursing Advisory Committee of the total EFT and shift patterns available per nursing unit.
 - (iv) The Employer shall communicate to all casual nurses at the site/facility the pre-determined EFT and shift pattern(s) available for the increase of EFT process. Requests to obtain an EFT shall be made in writing by casual nurses. The nurses shall indicate the maximum EFT to which they wish to obtain. A nurse may obtain an EFT up to a 1.0 EFT.
 - (v) In considering requests, the Employer shall consider such factors as current EFTs, shift assignments, shift schedules, the unit(s) needs and the requirements of Article 15. If the request by nurses within a unit exceed the availability within that unit as determined by the Employer, the Employer shall offer in order of casual seniority.
 - (vi) A casual nurse shall not be awarded an EFT while other nurses are on layoff from that unit unless such laid off nurses have been recalled or have declined recall.
 - (vii) Where any request to obtain an 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.
 - (viii) Copies of all requests and responses to requests to obtain an EFT shall be provided to the Union.
 - (ix) Any changes to a main rotation as a result of changing EFTs shall be done in accordance with the provisions of Article 1504.
 - (x) The Employer is not prevented from exercising any of its normal management rights as a result of this Article including, without limitation, the right to post vacant positions.
 - (xi) The Local Nursing Advisory Committee shall be advised of the outcome in the Increase of EFT Process of each nursing unit.

ARTICLE 30A – NURSE INITIATED MOBILITY

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

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

If the selected nurse is a current employee of one of the Sites/Employers 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 Rule of 80 (as per the terms and conditions of the applicable pension plan) pension provisions;
- (f) length of employment applicable to next increment date;
- (g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions;
- (h) seniority credits (in accordance with receiving Collective Agreement).
- (i) 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 including placement at the fifteen (15), twenty (20) and twenty-five (25) year rate;
- (k) Academic Allowance;
- (l) where a nurse transfers prior to the completion of maternity leave return of service requirements, the nurse shall be allowed to complete the return of service requirements at the receiving 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 with the Employer to the completion of six (6) months will be recognized as a probationary period. During such period the nurse shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

ARTICLE 32 -- PERFORMANCE APPRAISALS

3201 The Employer shall complete a written appraisal of a nurse's performance at least once every two (2) years. Upon request, the nurse shall be given an exact copy of the appraisal.

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

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

3204 If the nurse disputes the appraisal, 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 Nurses are responsible for any personal effects that are brought to their place of work and are not required in the course of their employment and no claim for compensation will be considered for loss or theft of or damage to such personal effects. In recognition of the fact that as a direct result of performing their duties nurses may have their clothing or other personal property damaged, or stolen, the Employer agrees to make reasonable compensation following receipt of the nurse's documentation of the incident. Such claim shall not unreasonably be denied.

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

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

3402 Part-time nurses who make known to the Employer that they wish to work occasional additional available shifts shall be given preference for such shifts unless the part-time nurse has already worked in that day. 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:

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

(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:

$$\begin{array}{ccc} \text{Hours Paid at Regular} & & \\ \text{Rate of Pay} & \times & \text{Entitlement of} \\ \text{Full-time Hours} & & \text{Full-time Nurses} \end{array}$$

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.

Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less or a paid leave of absence, or an educational leave of absence of up to two (2) years. A nurse's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

3409 Seniority accumulated by a part-time nurse up to 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, 3809;
- the Employer Sponsored Educational Development allowance in Article 2407(c).;
- the Legal and Investigative Proceedings in Article 2410;
- continuation of placement at the fifteen (15), twenty (20) and twenty-five (25) year rate if rehired after a period of no longer than six (6) months. For clarity, a period of pre-retirement leave does not count towards the six (6) month qualification time limit;
- continuation in HEPP pension plan as per plan text.

3505

- (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.

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 Regulated Health Professions Act or the relevant regulations to this Act, failure of the graduate psychiatric nurse to successfully complete the examination required for registration within a time period prescribed by the CRPNM will be deemed to be just cause for termination.
- (c) In accordance with the Licensed Practical Nurses Act or the relevant regulations 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, and will be reimbursed at a reasonable cost, as long as the Employer receives a statement as to the fitness of the nurse from the physician, nurse practitioner, or physician/clinical assistant.

3704 Time off for medical, 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 6 years	1 Year Rate
4030 hours within past 8 years	2 Year Rate
6045 hours within past 9 years	3 Year Rate
8060 hours within past 12 years	4 Year Rate
10075 hours within past 13 years	5 Year Rate
12090 hours within past 14 years	6 Year Rate
14105 hours within past 15 years	7 Year Rate

For all Nurse Practitioners:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 6 years	1 Year Rate
4030 hours within past 8 years	2 Year Rate
6045 hours within past 9 years	3 Year Rate
8060 hours within past 12 years	4 Year Rate
10075 hours within past 13 years	5 Year Rate
12090 hours within past 14 years	6 Year Rate

(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 6 years	1 Year Rate
4030 hours within past 8 years	2 Year Rate
6045 hours within past 9 years	3 Year Rate
8060 hours within past 12 years	4 Year Rate
10075 hours within past 13 years	5 Year Rate
12090 hours within past 14 years	6 Year Rate
14105 hours within past 15 years	7 Year Rate

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

3806 Increments:

- (a) Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the nurse's employment, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the nurse, withhold an annual increment, subject to review within and not later than three (3) months of the date such increment was withheld.
- (b) Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less, or a paid leave of absence, or an educational leave of absence of up to two (2) years.

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

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

3808 Retroactivity:

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

Upon written application to the Employer within one hundred and eighty (180) days of ratification of the Collective Agreement, or within one hundred and eighty (180) days from the date the parties sign the Memorandum of Settlement, whichever is later, nurses who have terminated employment with the Employer shall be entitled to retroactive pay.

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

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

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

ARTICLE 39 – EMPLOYEE BENEFIT PROGRAM

3901 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 (D&R) is one hundred and nineteen (119) calendar days. A nurse may claim income protection benefits for the period of time not to exceed this elimination period.

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

3903 Health Spending Account

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

The annual HSA benefit amounts shall be:

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

January 1, 2025 - \$1250.00 for full-time nurses
 \$1000.00 for part-time nurses

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

3904 Where a nurse is on an Employer paid return to work plan or Employer paid accommodation the Employer shall continue to pay the Employer premiums to maintain coverage under the Group Dental Plan, Group Extended Health Plan, D&R and Employee Assistance Plan, while the nurse continues to pay the Employee premiums associated to the plan(s).

ARTICLE 40 – OVERPAYMENTS

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

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

In the event the nurse retires from, or leaves the employ of the Employer before the

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

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 in-service education for nurses pertinent to person(s) supported care. Such program of in-service 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

Effective April 1, 2024

Monthly salaries include:

- 2.5 % General Wage Increase
- 1.0 % Market Adjustment for all classifications (LPN, Nurse II, Nurse III, CRN, Nurse IV, Nurse Practitioners, CRN)
- Additional LPN Market Adjustment 3.0%
- Additional Nurse IV Market Adjustment 3.0 %

Additional for Nurse Practitioners

- Effective April 1, 2024 -Start rate dropped
- Effective April 1, 2024 -Add top rate with a 3.0% differential from the current top
- Market adjustment- April 1, 2024 – 10.0%

Effective April 1, 2024 retention initiative:

- Creation of 15 Year (2.0% above top scale) and 25 Year Salary Step (3.0% above 20 Year Step); 20 Year Step adjusted accordingly.

- 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	Year 15	Year 20	Year 25
Licensed Practical Nurse	Hourly	32.025	33.073	34.108	35.365	36.517	37.805	39.151	40.326	41.132	41.955	43.213
	Monthly	5,377.464	5,553.535	5,727.243	5,938.371	6,131.774	6,348.023	6,574.118	6,771.342	6,906.769	7,044.904	7,256.251
	Annual	64,529.568	66,642.417	68,726.920	71,260.448	73,581.293	76,176.270	78,889.419	81,256.102	82,881.224	84,538.848	87,075.013
CRN	Hourly	42.631	44.094	45.590	47.099	48.538	50.067	51.341	52.366	53.413	54.481	56.115
	Monthly	7,158.455	7,404.118	7,655.321	7,908.707	8,150.339	8,407.084	8,621.010	8,793.124	8,968.933	9,148.268	9,422.644
	Annual	85,901.465	88,849.410	91,863.850	94,904.485	97,804.070	100,885.005	103,452.115	105,517.490	107,627.195	109,779.215	113,071.725
CRN (15 Year Scale)	Hourly	43.484	44.976	46.502	48.041	49.509	51.068	52.368	53.413			
	Monthly	7,301.624	7,552.200	7,808.427	8,066.881	8,313.346	8,575.226	8,793.430	8,968.986			
	Annual	87,619.489	90,626.404	93,701.129	96,802.574	99,760.149	102,902.708	105,521.162	107,627.838			
CRN (20 Year Scale)	Hourly	44.353	45.875	47.432	49.002	50.499	52.090	53.415	54.482			
	Monthly	7,447.657	7,703.244	7,964.596	8,228.219	8,479.613	8,746.730	8,969.299	9,148.366			
	Annual	89,371.879	92,438.932	95,575.152	98,738.625	101,755.352	104,960.762	107,631.586	109,780.395			
CRN (25 Year Scale)	Hourly	45.684	47.252	48.855	50.472	52.014	53.652	55.018	56.116			
	Monthly	7,671.086	7,934.342	8,203.534	8,475.065	8,734.001	9,009.132	9,238.378	9,422.817			
	Annual	92,053.035	95,212.100	98,442.406	101,700.784	104,808.013	108,109.585	110,860.533	113,073.806			
Nurse II	Hourly	40.617	42.035	43.457	44.939	46.387	47.890	48.848	49.825	50.822	51.838	53.393
	Monthly	6,820.323	7,058.381	7,297.204	7,545.970	7,789.191	8,041.590	8,202.422	8,366.470	8,533.800	8,704.476	8,965.610
	Annual	81,843.876	84,700.572	87,566.451	90,551.637	93,470.289	96,499.079	98,429.061	100,397.642	102,405.595	104,453.707	107,587.318
Nurse II (15 Year Scale)	Hourly	41.430	42.876	44.326	45.838	47.315	48.848	49.825	50.822			
	Monthly	6,956.729	7,199.549	7,443.148	7,696.889	7,944.975	8,202.422	8,366.470	8,533.800			
	Annual	83,480.754	86,394.584	89,317.780	92,362.670	95,339.695	98,429.061	100,397.642	102,405.595			

Nurse II (20 Year Scale)	Hourly	42.258	43.733	45.213	46.754	48.261	49.825	50.822	51.838			
	Monthly	7,095.864	7,343.540	7,592.011	7,850.827	8,103.874	8,366.470	8,533.800	8,704.476			
	Annual	85,150.369	88,122.476	91,104.136	94,209.923	97,246.489	100,397.642	102,405.595	104,453.707			
Nurse II (25 Year Scale)	Hourly	43.526	45.045	46.569	48.157	49.709	51.320	52.346	53.393			
	Monthly	7,308.740	7,563.846	7,819.772	8,086.352	8,346.990	8,617.464	8,789.814	8,965.610			
	Annual	87,704.880	90,766.150	93,837.260	97,036.221	100,163.884	103,409.571	105,477.763	107,587.318			
Nurse III	Hourly	42.161	43.584	45.067	46.516	47.861	49.326	50.840	51.856	52.894	53.951	55.570
	Monthly	7,079.606	7,318.429	7,567.577	7,810.798	8,036.619	8,282.708	8,536.829	8,707.565	8,881.717	9,059.351	9,331.131
	Annual	84,955.270	87,821.149	90,810.926	93,729.578	96,439.433	99,392.493	102,441.944	104,490.783	106,580.598	108,712.210	111,973.577
Nurse III (15 Year Scale)	Hourly	43.005	44.455	45.969	47.446	48.818	50.313	51.856	52.894			
	Monthly	7,221.198	7,464.798	7,718.929	7,967.014	8,197.352	8,448.362	8,707.565	8,881.717			
	Annual	86,654.375	89,577.571	92,627.144	95,604.169	98,368.221	101,380.343	104,490.783	106,580.598			
Nurse III (20 Year Scale)	Hourly	43.865	45.344	46.888	48.395	49.794	51.319	52.894	53.951			
	Monthly	7,365.622	7,614.094	7,873.307	8,126.354	8,361.299	8,617.329	8,881.717	9,059.351			
	Annual	88,387.463	91,369.123	94,479.687	97,516.253	100,335.586	103,407.949	106,580.598	108,712.210			
Nurse III (25 Year Scale)	Hourly	45.181	46.705	48.295	49.847	51.288	52.859	54.480	55.570			
	Monthly	7,586.591	7,842.516	8,109.506	8,370.145	8,612.138	8,875.849	9,148.168	9,331.131			
	Annual	91,039.086	94,110.197	97,314.078	100,441.740	103,345.653	106,510.188	109,778.016	111,973.577			
Nurse IV	Hourly	44.916	46.579	48.244	50.059	52.140	54.157	56.360	58.654	59.827	61.024	62.854
	Monthly	7,542.117	7,821.389	8,101.055	8,405.733	8,755.119	9,093.869	9,463.737	9,848.967	10,045.947	10,246.865	10,554.271
	Annual	90,505.407	93,856.671	97,212.662	100,868.802	105,061.427	109,126.430	113,564.847	118,187.606	120,551.358	122,962.386	126,651.257
Nurse IV (15 Year Scale)	Hourly	45.814	47.511	49.209	51.060	53.182	55.240	57.487	59.827			
	Monthly	7,692.960	7,977.817	8,263.076	8,573.848	8,930.221	9,275.747	9,653.012	10,045.947			
	Annual	92,315.515	95,733.805	99,156.915	102,886.178	107,162.656	111,308.959	115,836.144	120,551.358			
Nurse IV (20 Year Scale)	Hourly	46.730	48.461	50.194	52.081	54.246	56.345	58.637	61.024			
	Monthly	7,846.819	8,137.373	8,428.338	8,745.325	9,108.826	9,461.262	9,846.072	10,246.865			
	Annual	94,161.825	97,648.481	101,140.054	104,943.901	109,305.909	113,535.138	118,152.867	122,962.386			
Nurse IV (25 Year Scale)	Hourly	48.132	49.915	51.699	53.644	55.873	58.035	60.396	62.854			
	Monthly	8,082.223	8,381.495	8,681.188	9,007.685	9,382.091	9,745.099	10,141.454	10,554.271			
	Annual	96,986.680	100,577.935	104,174.255	108,092.218	112,585.086	116,941.192	121,697.453	126,651.257			
Nurse Practitioner	Hourly	61.941	64.489	67.033	69.779	71.872	74.028			75.509	77.019	79.329
	Monthly	10,400.949	10,828.766	11,255.951	11,717.000	12,068.510	12,430.566			12,679.177	12,932.761	13,320.743
	Annual	124,811.384	129,945.190	135,071.406	140,604.006	144,822.126	149,166.790			152,150.126	155,193.128	159,848.922
Nurse Practitioner	Hourly	63.180	65.779	68.374	71.174	73.309	75.509					

15 Year Scale	Monthly	10,608.968	11,045.341	11,481.070	11,951.340	12,309.881	12,679.177					
	Annual	127,307.612	132,544.094	137,772.834	143,416.086	147,718.569	152,150.126					
Nurse Practitioner	Hourly	64.444	67.094	69.741	72.598	74.776	77.019					
20 Year Scale	Monthly	10,821.147	11,266.248	11,710.691	12,190.367	12,556.078	12,932.761					
	Annual	129,853.764	135,194.976	140,528.291	146,284.408	150,672.940	155,193.128					
Nurse Practitioner	Hourly	66.377	69.107	71.833	74.776	77.019	79.329					
25 Year Scale	Monthly	11,145.781	11,604.235	12,062.012	12,556.078	12,932.761	13,320.743					
	Annual	133,749.377	139,250.825	144,744.140	150,672.940	155,193.128	159,848.922					
Weekend Worker -	Hourly	36.828	38.034	39.224	40.670	41.994	43.475	45.024	46.374	47.302	48.248	49.695
Licensed Practical	Monthly	6,184.084	6,386.565	6,586.330	6,829.126	7,051.541	7,300.226	7,560.236	7,787.043	7,942.784	8,101.640	8,344.689
Nurse	Annual	74,209.003	76,638.780	79,035.958	81,949.515	84,618.487	87,602.711	90,722.832	93,444.517	95,313.407	97,219.675	100,136.266
Weekend Worker -	Hourly	49.027	50.707	52.428	54.163	55.818	57.577	59.041	60.222	61.426	62.655	64.535
CRN	Monthly	8,232.450	8,514.550	8,803.535	9,094.870	9,372.773	9,668.138	9,913.968	10,112.278	10,314.524	10,520.814	10,836.438
	Annual	98,789.400	102,174.600	105,642.420	109,138.440	112,473.276	116,017.656	118,967.616	121,347.336	123,774.283	126,249.768	130,037.261
Weekend Worker -	Hourly	50.008	51.721	53.477	55.246	56.934	58.729	60.222	61.426			
CRN 15 Year Scale	Monthly	8,397.099	8,684.841	8,979.606	9,276.767	9,560.228	9,861.501	10,112.247	10,314.524			
	Annual	100,765.188	104,218.092	107,755.268	111,321.209	114,722.742	118,338.009	121,346.968	123,774.283			
Weekend Worker -	Hourly	51.008	52.756	54.546	56.351	58.073	59.903	61.426	62.655			
CRN 20 Year Scale	Monthly	8,565.041	8,858.538	9,159.198	9,462.303	9,751.433	10,058.731	10,314.492	10,520.814			
	Annual	102,780.492	106,302.454	109,910.374	113,547.633	117,017.196	120,704.769	123,773.908	126,249.768			
Weekend Worker -	Hourly	52.538	54.338	56.182	58.042	59.815	61.700	63.269	64.535			
CRN 25 Year Scale	Monthly	8,821.992	9,124.294	9,433.974	9,746.172	10,043.976	10,360.493	10,623.927	10,836.438			
	Annual	105,863.907	109,491.527	113,207.685	116,954.062	120,527.712	124,325.912	127,487.125	130,037.261			
Weekend Worker	Hourly	46.710	48.340	49.976	51.680	53.345	55.074	56.175	57.299	58.445	59.614	61.402
Nurse II	Monthly	7,843.371	8,117.138	8,391.785	8,677.865	8,957.569	9,247.828	9,432.785	9,621.441	9,813.870	10,010.147	10,310.451
	Annual	94,120.458	97,405.658	100,701.419	104,134.383	107,490.833	110,973.941	113,193.420	115,457.288	117,766.434	120,121.763	123,725.416
Weekend Worker	Hourly	47.644	49.307	50.975	52.713	54.412	56.175	57.299	58.445			
Nurse II 15 Year Scale	Monthly	8,000.239	8,279.481	8,559.621	8,851.423	9,136.721	9,432.785	9,621.441	9,813.870			
	Annual	96,002.867	99,353.772	102,715.448	106,217.070	109,640.649	113,193.420	115,457.288	117,766.434			
Weekend Worker	Hourly	48.597	50.293	51.995	53.767	55.500	57.299	58.445	59.614			
Nurse II 20 Year Scale	Monthly	8,160.244	8,445.071	8,730.813	9,028.451	9,319.455	9,621.441	9,813.870	10,010.147			
	Annual	97,922.924	101,340.847	104,769.756	108,341.412	111,833.462	115,457.288	117,766.434	120,121.763			
Weekend Worker	Hourly	50.055	51.802	53.555	55.380	57.165	59.018	60.198	61.402			
Nurse II 25 Year Scale	Monthly	8,405.051	8,698.423	8,992.737	9,299.305	9,599.039	9,910.084	10,108.286	10,310.451			

	Annual	100,860.612	104,381.072	107,912.849	111,591.654	115,188.466	118,921.007	121,299.427	123,725.416			
Weekend Worker	Hourly	48.486	50.121	51.828	53.493	55.040	56.725	58.466	59.635	60.828	62.044	63.906
Nurse III	Monthly	8,141.547	8,416.193	8,702.714	8,982.418	9,242.112	9,525.114	9,817.353	10,013.700	10,213.974	10,418.253	10,730.801
	Annual	97,698.560	100,994.321	104,432.565	107,789.014	110,905.348	114,301.367	117,808.235	120,164.400	122,567.688	125,019.042	128,769.613
Weekend Worker -	Hourly	49.455	51.124	52.864	54.563	56.141	57.860	59.635	60.828			
Nurse III 15 Year Scale	Monthly	8,304.378	8,584.517	8,876.768	9,162.066	9,426.955	9,715.616	10,013.700	10,213.974			
	Annual	99,652.531	103,014.207	106,521.216	109,944.795	113,123.455	116,587.394	120,164.400	122,567.688			
Weekend Worker -	Hourly	50.444	52.146	53.921	55.654	57.263	59.017	60.828	62.044			
Nurse III 20 Year Scale	Monthly	8,470.465	8,756.208	9,054.303	9,345.308	9,615.494	9,909.928	10,213.974	10,418.253			
	Annual	101,645.582	105,074.491	108,651.640	112,143.691	115,385.924	118,919.142	122,567.688	125,019.042			
Weekend Worker -	Hourly	51.958	53.711	55.539	57.324	58.981	60.787	62.652	63.906			
Nurse III 25 Year Scale	Monthly	8,724.579	9,018.894	9,325.932	9,625.667	9,903.958	10,207.226	10,520.393	10,730.801			
	Annual	104,694.949	108,226.726	111,911.189	115,508.001	118,847.501	122,486.716	126,244.719	128,769.613			
Weekend Worker	Hourly	51.653	53.566	55.481	57.568	59.961	62.281	64.814	67.452	68.801	70.177	72.282
Nurse IV	Monthly	8,673.435	8,994.598	9,316.213	9,666.593	10,068.387	10,457.950	10,883.298	11,326.312	11,552.839	11,783.895	12,137.412
	Annual	104,081.218	107,935.172	111,794.562	115,999.122	120,820.641	125,495.395	130,599.574	135,915.747	138,634.062	141,406.743	145,648.946
Weekend Worker -	Hourly	52.686	54.637	56.591	58.719	61.160	63.526	66.110	68.801			
Nurse IV 15 Year Scale	Monthly	8,846.904	9,174.490	9,502.538	9,859.925	10,269.755	10,667.109	11,100.964	11,552.839			
	Annual	106,162.842	110,093.875	114,030.453	118,319.104	123,237.054	128,005.303	133,211.565	138,634.062			
Weekend Worker -	Hourly	53.740	55.730	57.723	59.894	62.383	64.797	67.432	70.177			
Nurse IV 20 Year Scale	Monthly	9,023.842	9,357.979	9,692.588	10,057.124	10,475.150	10,880.451	11,322.983	11,783.895			
	Annual	108,286.099	112,295.753	116,311.062	120,685.487	125,701.795	130,565.409	135,875.797	141,406.743			
Weekend Worker -	Hourly	55.352	57.402	59.454	61.690	64.255	66.741	69.455	72.282			
Nurse IV 25 Year Scale	Monthly	9,294.557	9,638.719	9,983.366	10,358.838	10,789.404	11,206.864	11,662.673	12,137.412			
	Annual	111,534.682	115,664.625	119,800.394	124,306.051	129,472.849	134,482.371	139,952.070	145,648.946			

2.75% General Wage Increase

Additional LPN Market Adjustment 1.0%

- 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	Year 15	Year 20	Year 25
Licensed Practical Nurse	Hourly	33.234	34.322	35.396	36.701	37.896	39.233	40.630	41.849	42.686	43.540	44.846
	Monthly	5,580.598	5,763.320	5,943.590	6,162.693	6,363.402	6,587.819	6,822.456	7,027.129	7,167.672	7,311.025	7,530.356
	Annual	66,967.172	69,159.835	71,323.080	73,952.311	76,360.826	79,053.829	81,869.467	84,325.551	86,012.062	87,732.303	90,364.272
CRN	Hourly	44.241	45.760	47.312	48.878	50.372	51.958	53.280	54.344	55.431	56.540	58.236
	Monthly	7,428.866	7,683.809	7,944.501	8,207.458	8,458.218	8,724.662	8,946.669	9,125.284	9,307.790	9,493.946	9,778.764
	Annual	89,146.388	92,205.703	95,334.009	98,489.501	101,498.617	104,695.939	107,360.024	109,503.411	111,693.479	113,927.349	117,345.169
CRN (15 Year Scale)	Hourly	45.126	46.675	48.258	49.856	51.379	52.997	54.346	55.431			
	Monthly	7,577.443	7,837.485	8,103.391	8,371.608	8,627.382	8,899.155	9,125.602	9,307.790			
	Annual	90,929.315	94,049.817	97,240.689	100,459.291	103,528.589	106,789.858	109,507.224	111,693.479			
CRN (20 Year Scale)	Hourly	46.029	47.608	49.224	50.853	52.407	54.057	55.433	56.540			
	Monthly	7,728.992	7,994.234	8,265.459	8,539.040	8,799.930	9,077.138	9,308.114	9,493.946			
	Annual	92,747.902	95,930.813	99,185.503	102,468.477	105,599.161	108,925.655	111,697.369	113,927.349			
CRN (25 Year Scale)	Hourly	47.410	49.037	50.700	52.378	53.979	55.679	57.096	58.236			
	Monthly	7,960.862	8,234.061	8,513.422	8,795.211	9,063.928	9,349.452	9,587.357	9,778.764			
	Annual	95,530.339	98,808.737	102,161.068	105,542.531	108,767.136	112,193.425	115,048.290	117,345.169			
Nurse II	Hourly	41.734	43.191	44.652	46.175	47.663	49.207	50.191	51.195	52.219	53.264	54.862
	Monthly	7,007.882	7,252.487	7,497.877	7,753.484	8,003.394	8,262.734	8,427.988	8,596.548	8,768.479	8,943.849	9,212.164
	Annual	84,094.583	87,029.838	89,974.529	93,041.807	96,040.722	99,152.804	101,135.860	103,158.577	105,221.749	107,326.184	110,545.969
Nurse II (15 Year Scale)	Hourly	42.569	44.055	45.545	47.098	48.616	50.191	51.195	52.219			
	Monthly	7,148.040	7,397.536	7,647.835	7,908.554	8,163.461	8,427.988	8,596.548	8,768.479			
	Annual	85,776.475	88,770.435	91,774.019	94,902.643	97,961.537	101,135.860	103,158.577	105,221.749			
Nurse II (20 Year Scale)	Hourly	43.420	44.936	46.456	48.040	49.588	51.195	52.219	53.264			
	Monthly	7,291.000	7,545.487	7,800.792	8,066.725	8,326.731	8,596.548	8,768.479	8,943.849			
	Annual	87,492.004	90,545.844	93,609.500	96,800.696	99,920.767	103,158.577	105,221.749	107,326.184			
Nurse II (25 Year Scale)	Hourly	44.723	46.284	47.850	49.481	51.076	52.731	53.786	54.862			
	Monthly	7,509.730	7,771.852	8,034.815	8,308.726	8,576.533	8,854.445	9,031.533	9,212.164			
	Annual	90,116.764	93,262.219	96,417.785	99,704.717	102,918.390	106,253.335	108,378.401	110,545.969			

Nurse III	Hourly	43.321	44.782	46.307	47.795	49.177	50.683	52.238	53.283	54.348	55.435	57.098
	Monthly	7,274.295	7,519.686	7,775.686	8,025.595	8,257.626	8,510.482	8,771.591	8,947.023	9,125.964	9,308.483	9,587.737
	Annual	87,291.540	90,236.230	93,308.226	96,307.141	99,091.517	102,125.786	105,259.097	107,364.279	109,511.565	111,701.796	115,052.850
Nurse III (15 Year Scale)	Hourly	44.187	45.678	47.233	48.751	50.160	51.696	53.283	54.348			
	Monthly	7,419.781	7,670.080	7,931.199	8,186.107	8,422.779	8,680.692	8,947.023	9,125.964			
	Annual	89,037.370	92,040.955	95,174.391	98,233.284	101,073.347	104,168.302	107,364.279	109,511.565			
Nurse III (20 Year Scale)	Hourly	45.071	46.591	48.178	49.726	51.164	52.730	54.348	55.435			
	Monthly	7,568.176	7,823.481	8,089.823	8,349.829	8,591.235	8,854.306	9,125.964	9,308.483			
	Annual	90,818.118	93,881.774	97,077.878	100,197.950	103,094.814	106,251.668	109,511.565	111,701.796			
Nurse III (25 Year Scale)	Hourly	46.423	47.989	49.623	51.218	52.699	54.312	55.979	57.098			
	Monthly	7,795.222	8,058.186	8,332.518	8,600.324	8,848.972	9,119.935	9,399.743	9,587.737			
	Annual	93,542.661	96,698.227	99,990.215	103,203.888	106,187.659	109,439.218	112,796.912	115,052.850			
Nurse IV	Hourly	46.151	47.860	49.571	51.436	53.574	55.646	57.910	60.267	61.472	62.702	64.583
	Monthly	7,749.525	8,036.477	8,323.834	8,636.891	8,995.885	9,343.951	9,723.990	10,119.814	10,322.210	10,528.654	10,844.514
	Annual	92,994.305	96,437.730	99,886.010	103,642.694	107,950.616	112,127.407	116,687.880	121,437.765	123,866.521	126,343.851	130,134.167
Nurse IV (15 Year Scale)	Hourly	47.074	48.817	50.563	52.464	54.645	56.759	59.068	61.472			
	Monthly	7,904.516	8,197.207	8,490.311	8,809.629	9,175.802	9,530.830	9,918.470	10,322.210			
	Annual	94,854.192	98,366.484	101,883.731	105,715.548	110,109.629	114,369.955	119,021.638	123,866.521			
Nurse IV (20 Year Scale)	Hourly	48.016	49.793	51.574	53.514	55.738	57.894	60.249	62.702			
	Monthly	8,062.606	8,361.151	8,660.117	8,985.822	9,359.318	9,721.446	10,116.839	10,528.654			
	Annual	96,751.275	100,333.814	103,921.405	107,829.859	112,311.821	116,657.355	121,402.070	126,343.851			
Nurse IV (25 Year Scale)	Hourly	49.456	51.287	53.121	55.119	57.410	59.631	62.057	64.583			
	Monthly	8,304.484	8,611.986	8,919.921	9,255.396	9,640.098	10,013.090	10,420.344	10,844.514			
	Annual	99,653.814	103,343.828	107,039.047	111,064.754	115,681.176	120,157.075	125,044.133	130,134.167			
Nurse Practitioner	Hourly	63.645	66.262	68.876	71.698	73.849	76.064			77.585	79.137	81.511
	Monthly	10,686.975	11,126.557	11,565.489	12,039.218	12,400.395	12,772.406			13,027.855	13,288.412	13,687.064
	Annual	128,243.697	133,518.683	138,785.870	144,470.616	148,804.734	153,268.876			156,334.254	159,460.939	164,244.767
Nurse Practitioner	Hourly	64.917	67.588	70.254	73.132	75.325	77.585					
15 Year Scale	Monthly	10,900.714	11,349.088	11,796.799	12,280.002	12,648.402	13,027.855					
	Annual	130,808.571	136,189.057	141,561.587	147,360.028	151,780.829	156,334.254					
Nurse Practitioner	Hourly	66.216	68.939	71.659	74.594	76.832	79.137					
20 Year Scale	Monthly	11,118.729	11,576.070	12,032.735	12,525.602	12,901.370	13,288.412					
	Annual	133,424.742	138,912.838	144,392.819	150,307.229	154,816.446	159,460.939					
Nurse Practitioner	Hourly	68.202	71.008	73.809	76.832	79.137	81.511					

25 Year Scale	Monthly	11,452.290	11,923.352	12,393.717	12,901.370	13,288.412	13,687.064					
	Annual	137,427.485	143,080.223	148,724.603	154,816.446	159,460.939	164,244.767					
Weekend Worker -	Hourly	38.219	39.471	40.705	42.206	43.581	45.118	46.725	48.126	49.089	50.071	51.573
Licensed Practical	Monthly	6,417.687	6,627.817	6,835.128	7,087.096	7,317.912	7,575.992	7,845.824	8,081.199	8,242.823	8,407.679	8,659.909
Nurse	Annual	77,012.248	79,533.810	82,021.542	85,045.158	87,814.950	90,911.903	94,149.887	96,974.383	98,913.871	100,892.148	103,918.913
Weekend Worker -	Hourly	50.879	52.622	54.408	56.209	57.927	59.752	61.271	62.497	63.747	65.022	66.972
CRN	Monthly	8,543.431	8,836.187	9,136.089	9,438.429	9,726.830	10,033.352	10,288.468	10,494.269	10,704.155	10,918.238	11,245.785
	Annual	102,521.170	106,034.246	109,633.062	113,261.145	116,721.954	120,400.223	123,461.618	125,931.232	128,449.856	131,018.853	134,949.419
Weekend Worker -	Hourly	51.897	53.675	55.497	57.333	59.085	60.947	62.497	63.747			
CRN 15 Year Scale	Monthly	8,714.299	9,012.911	9,318.810	9,627.197	9,921.366	10,234.019	10,494.238	10,704.155			
	Annual	104,571.593	108,154.930	111,825.724	115,526.367	119,056.393	122,808.227	125,930.850	128,449.856			
Weekend Worker -	Hourly	52.935	54.748	56.607	58.480	60.267	62.166	63.747	65.022			
CRN 20 Year Scale	Monthly	8,888.585	9,193.169	9,505.187	9,819.741	10,119.793	10,438.699	10,704.122	10,918.238			
	Annual	106,663.025	110,318.029	114,062.238	117,836.895	121,437.521	125,264.392	128,449.467	131,018.853			
Weekend Worker -	Hourly	54.523	56.391	58.305	60.234	62.075	64.031	65.659	66.972			
CRN 25 Year Scale	Monthly	9,155.243	9,468.964	9,790.342	10,114.333	10,423.387	10,751.860	11,025.246	11,245.785			
	Annual	109,862.916	113,627.570	117,484.105	121,372.002	125,080.647	129,022.324	132,302.951	134,949.419			
Weekend Worker	Hourly	47.994	49.670	51.350	53.101	54.812	56.588	57.720	58.875	60.052	61.253	63.091
Nurse II	Monthly	8,059.064	8,340.359	8,622.559	8,916.507	9,203.903	9,502.144	9,692.187	9,886.030	10,083.751	10,285.426	10,593.989
	Annual	96,708.770	100,084.314	103,470.708	106,998.078	110,446.831	114,025.725	116,306.239	118,632.364	121,005.011	123,425.111	127,127.865
Weekend Worker	Hourly	48.954	50.663	52.377	54.163	55.909	57.720	58.875	60.052			
Nurse II 15 Year Scale	Monthly	8,220.245	8,507.167	8,795.010	9,094.837	9,387.981	9,692.187	9,886.030	10,083.751			
	Annual	98,642.946	102,086.000	105,540.122	109,138.040	112,655.767	116,306.239	118,632.364	121,005.011			
Weekend Worker	Hourly	49.933	51.676	53.425	55.246	57.027	58.875	60.052	61.253			
Nurse II 20 Year Scale	Monthly	8,384.650	8,677.310	8,970.910	9,276.733	9,575.740	9,886.030	10,083.751	10,285.426			
	Annual	100,615.805	104,127.720	107,650.925	111,320.801	114,908.883	118,632.364	121,005.011	123,425.111			
Weekend Worker	Hourly	51.431	53.227	55.028	56.903	58.738	60.641	61.854	63.091			
Nurse II 25 Year Scale	Monthly	8,636.190	8,937.629	9,240.038	9,555.035	9,863.012	10,182.611	10,386.263	10,593.989			
	Annual	103,634.279	107,251.552	110,880.453	114,660.425	118,356.149	122,191.335	124,635.161	127,127.865			
Weekend Worker	Hourly	49.819	51.500	53.253	54.964	56.553	58.285	60.073	61.275	62.500	63.750	65.663
Nurse III	Monthly	8,365.439	8,647.639	8,942.038	9,229.434	9,496.270	9,787.055	10,087.330	10,289.077	10,494.858	10,704.755	11,025.898
	Annual	100,385.270	103,771.665	107,304.460	110,753.212	113,955.245	117,444.654	121,047.962	123,468.921	125,938.299	128,457.065	132,310.777
Weekend Worker -	Hourly	50.815	52.530	54.318	56.064	57.685	59.451	61.275	62.500			
Nurse III 15 Year Scale	Monthly	8,532.748	8,820.591	9,120.879	9,414.023	9,686.196	9,982.796	10,289.077	10,494.858			

	Annual	102,392.976	105,847.098	109,450.549	112,968.277	116,234.350	119,793.547	123,468.921	125,938.299			
Weekend Worker -	Hourly	51.832	53.580	55.404	57.185	58.838	60.640	62.500	63.750			
Nurse III 20 Year Scale	Monthly	8,703.403	8,997.003	9,303.297	9,602.304	9,879.920	10,182.452	10,494.858	10,704.755			
	Annual	104,440.835	107,964.040	111,639.560	115,227.642	118,559.037	122,189.418	125,938.299	128,457.065			
Weekend Worker -	Hourly	53.387	55.188	57.066	58.900	60.603	62.459	64.375	65.663			
Nurse III 25 Year Scale	Monthly	8,964.505	9,266.913	9,582.396	9,890.373	10,176.317	10,487.925	10,809.704	11,025.898			
	Annual	107,574.060	111,202.961	114,988.747	118,684.471	122,115.808	125,855.101	129,716.448	132,310.777			
Weekend Worker	Hourly	53.074	55.039	57.007	59.151	61.610	63.993	66.596	69.307	70.693	72.107	74.270
Nurse IV	Monthly	8,911.954	9,241.949	9,572.409	9,932.425	10,345.267	10,745.543	11,182.589	11,637.786	11,870.542	12,107.952	12,471.191
	Annual	106,943.451	110,903.389	114,868.912	119,189.098	124,143.209	128,946.518	134,191.062	139,653.430	142,446.499	145,295.429	149,654.292
Weekend Worker -	Hourly	54.135	56.140	58.147	60.334	62.842	65.273	67.928	70.693			
Nurse IV 15 Year Scale	Monthly	9,090.193	9,426.788	9,763.858	10,131.073	10,552.173	10,960.454	11,406.240	11,870.542			
	Annual	109,082.320	113,121.457	117,166.290	121,572.880	126,626.073	131,525.449	136,874.883	142,446.499			
Weekend Worker -	Hourly	55.218	57.262	59.310	61.541	64.099	66.579	69.287	72.107			
Nurse IV 20 Year Scale	Monthly	9,271.997	9,615.324	9,959.135	10,333.695	10,763.216	11,179.663	11,634.365	12,107.952			
	Annual	111,263.967	115,383.886	119,509.616	124,004.337	129,158.595	134,155.958	139,612.381	145,295.429			
Weekend Worker -	Hourly	56.874	58.980	61.089	63.387	66.022	68.576	71.365	74.270			
Nurse IV 25 Year Scale	Monthly	9,550.157	9,903.784	10,257.909	10,643.706	11,086.113	11,515.053	11,983.396	12,471.191			
	Annual	114,601.886	118,845.402	123,094.904	127,724.468	133,033.352	138,180.636	143,800.752	149,654.292			

Effective April 1,2026

Monthly salaries include:

3.0% General Wage Increase

Additional LPN Market Adjustment 1.0%

- 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	Year 15	Year 20	Year 25
Licensed Practical Nurse	Hourly	34.574	35.706	36.823	38.180	39.423	40.814	42.267	43.535	44.406	45.294	46.653
	Monthly	5,805.496	5,995.581	6,183.117	6,411.049	6,619.847	6,853.308	7,097.401	7,310.323	7,456.529	7,605.660	7,833.829
	Annual	69,665.949	71,946.976	74,197.400	76,932.589	79,438.167	82,239.698	85,168.806	87,723.870	89,478.348	91,267.915	94,005.952
CRN	Hourly	46.024	47.604	49.219	50.848	52.401	54.052	55.428	56.534	57.665	58.818	60.583
	Monthly	7,728.249	7,993.466	8,264.664	8,538.219	8,799.084	9,076.265	9,307.219	9,493.033	9,682.894	9,876.552	10,172.848
	Annual	92,738.987	95,921.593	99,175.970	102,458.628	105,589.011	108,915.186	111,686.633	113,916.399	116,194.727	118,518.621	122,074.180
CRN (15 Year Scale)	Hourly	46.945	48.556	50.203	51.865	53.450	55.133	56.536	57.665			
	Monthly	7,882.814	8,153.335	8,429.957	8,708.983	8,975.066	9,257.791	9,493.364	9,682.894			
	Annual	94,593.767	97,840.024	101,159.489	104,507.800	107,700.791	111,093.489	113,920.365	116,194.727			
CRN (20 Year Scale)	Hourly	47.884	49.527	51.207	52.902	54.519	56.236	57.667	58.818			
	Monthly	8,040.470	8,316.402	8,598.557	8,883.163	9,154.567	9,442.947	9,683.231	9,876.552			
	Annual	96,485.642	99,796.825	103,182.679	106,597.956	109,854.807	113,315.359	116,198.773	118,518.621			
CRN (25 Year Scale)	Hourly	49.320	51.013	52.744	54.489	56.154	57.923	59.397	60.583			
	Monthly	8,281.684	8,565.894	8,856.513	9,149.658	9,429.204	9,726.235	9,973.728	10,172.848			
	Annual	99,380.211	102,790.730	106,278.159	109,795.895	113,150.451	116,714.820	119,684.736	122,074.180			
Nurse II	Hourly	42.986	44.487	45.992	47.560	49.093	50.684	51.697	52.731	53.786	54.862	56.507
	Monthly	7,218.118	7,470.061	7,722.814	7,986.088	8,243.495	8,510.616	8,680.828	8,854.445	9,031.533	9,212.164	9,488.529
	Annual	86,617.420	89,640.733	92,673.765	95,833.061	98,921.944	102,127.388	104,169.936	106,253.335	108,378.401	110,545.969	113,862.348
Nurse II (15 Year Scale)	Hourly	43.846	45.376	46.912	48.511	50.075	51.697	52.731	53.786			
	Monthly	7,362.481	7,619.462	7,877.270	8,145.810	8,408.365	8,680.828	8,854.445	9,031.533			
	Annual	88,349.769	91,433.548	94,527.240	97,749.723	100,900.383	104,169.936	106,253.335	108,378.401			
Nurse II (20 Year Scale)	Hourly	44.723	46.284	47.850	49.481	51.076	52.731	53.786	54.862			
	Monthly	7,509.730	7,771.852	8,034.815	8,308.726	8,576.533	8,854.445	9,031.533	9,212.164			
	Annual	90,116.764	93,262.219	96,417.785	99,704.717	102,918.390	106,253.335	108,378.401	110,545.969			
Nurse II (25 Year Scale)	Hourly	46.065	47.672	49.286	50.966	52.608	54.313	55.399	56.507			
	Monthly	7,735.022	8,005.007	8,275.860	8,557.988	8,833.829	9,120.078	9,302.479	9,488.529			
	Annual	92,820.267	96,060.086	99,310.318	102,695.859	106,005.942	109,440.935	111,629.753	113,862.348			
Nurse III	Hourly	44.620	46.126	47.696	49.229	50.652	52.203	53.805	54.881	55.979	57.098	58.811
	Monthly	7,492.524	7,745.276	8,008.956	8,266.363	8,505.355	8,765.797	9,034.739	9,215.434	9,399.743	9,587.737	9,875.370
	Annual	89,910.286	92,943.317	96,107.473	99,196.355	102,064.263	105,189.560	108,416.870	110,585.207	112,796.912	115,052.850	118,504.435

Nurse III (15 Year Scale)	Hourly	45.513	47.048	48.650	50.214	51.665	53.247	54.881	55.979			
	Monthly	7,642.374	7,900.182	8,169.135	8,431.690	8,675.462	8,941.113	9,215.434	9,399.743			
	Annual	91,708.491	94,802.183	98,029.622	101,180.283	104,105.548	107,293.351	110,585.207	112,796.912			
Nurse III (20 Year Scale)	Hourly	46.423	47.989	49.623	51.218	52.699	54.312	55.979	57.098			
	Monthly	7,795.222	8,058.186	8,332.518	8,600.324	8,848.972	9,119.935	9,399.743	9,587.737			
	Annual	93,542.661	96,698.227	99,990.215	103,203.888	106,187.659	109,439.218	112,796.912	115,052.850			
Nurse III (25 Year Scale)	Hourly	47.816	49.429	51.112	52.754	54.280	55.942	57.658	58.811			
	Monthly	8,029.078	8,299.931	8,582.493	8,858.334	9,114.441	9,393.533	9,681.735	9,875.370			
	Annual	96,348.941	99,599.174	102,989.921	106,300.005	109,373.289	112,722.395	116,180.819	118,504.435			
Nurse IV	Hourly	47.536	49.296	51.058	52.979	55.181	57.316	59.647	62.075	63.316	64.583	66.520
	Monthly	7,982.011	8,277.572	8,573.549	8,895.998	9,265.761	9,624.269	10,015.710	10,423.408	10,631.876	10,844.514	11,169.849
	Annual	95,784.135	99,330.861	102,882.591	106,751.975	111,189.135	115,491.229	120,188.516	125,080.898	127,582.516	130,134.167	134,038.192
Nurse IV (15 Year Scale)	Hourly	48.486	50.282	52.080	54.038	56.284	58.462	60.840	63.316			
	Monthly	8,141.651	8,443.123	8,745.020	9,073.918	9,451.076	9,816.755	10,216.024	10,631.876			
	Annual	97,699.817	101,317.479	104,940.243	108,887.014	113,412.918	117,801.054	122,592.287	127,582.516			
Nurse IV (20 Year Scale)	Hourly	49.456	51.287	53.121	55.119	57.410	59.631	62.057	64.583			
	Monthly	8,304.484	8,611.986	8,919.921	9,255.396	9,640.098	10,013.090	10,420.344	10,844.514			
	Annual	99,653.814	103,343.828	107,039.047	111,064.754	115,681.176	120,157.075	125,044.133	130,134.167			
Nurse IV (25 Year Scale)	Hourly	50.940	52.826	54.715	56.773	59.132	61.420	63.918	66.520			
	Monthly	8,553.619	8,870.345	9,187.518	9,533.058	9,929.301	10,313.482	10,732.955	11,169.849			
	Annual	102,643.428	106,444.143	110,250.219	114,396.697	119,151.611	123,761.787	128,795.457	134,038.192			
Nurse Practitioner	Hourly	65.554	68.250	70.943	73.849	76.064	78.346			79.913	81.511	83.956
	Monthly	11,007.584	11,460.354	11,912.454	12,400.395	12,772.406	13,155.579			13,418.690	13,687.064	14,097.676
	Annual	132,091.008	137,524.244	142,949.446	148,804.734	153,268.876	157,866.943			161,024.282	164,244.767	169,172.110
Nurse Practitioner	Hourly	66.865	69.615	72.362	75.325	77.585	79.913					
15 Year Scale	Monthly	11,227.736	11,689.561	12,150.703	12,648.402	13,027.855	13,418.690					
	Annual	134,732.828	140,274.728	145,808.435	151,780.829	156,334.254	161,024.282					
Nurse Practitioner	Hourly	68.202	71.008	73.809	76.832	79.137	81.511					
20 Year Scale	Monthly	11,452.290	11,923.352	12,393.717	12,901.370	13,288.412	13,687.064					
	Annual	137,427.485	143,080.223	148,724.603	154,816.446	159,460.939	164,244.767					
Nurse Practitioner	Hourly	70.248	73.138	76.023	79.137	81.511	83.956					
25 Year Scale	Monthly	11,795.859	12,281.052	12,765.528	13,288.412	13,687.064	14,097.676					
	Annual	141,550.309	147,372.630	153,186.342	159,460.939	164,244.767	169,172.110					
Weekend Worker -	Hourly	39.760	41.062	42.346	43.907	45.337	46.936	48.608	50.066	51.067	52.088	53.651

Licensed Practical	Monthly	6,676.320	6,894.919	7,110.584	7,372.706	7,612.824	7,881.304	8,162.011	8,406.871	8,575.008	8,746.509	9,008.904
Nurse	Annual	80,115.842	82,739.022	85,327.010	88,472.478	91,353.892	94,575.653	97,944.127	100,882.451	102,900.100	104,958.102	108,106.845
Weekend Worker -	Hourly	52.929	54.743	56.601	58.474	60.261	62.160	63.741	65.016	66.316	67.642	69.671
CRN	Monthly	8,887.731	9,192.285	9,504.273	9,818.797	10,118.821	10,437.696	10,703.093	10,917.188	11,135.532	11,358.243	11,698.990
	Annual	106,652.773	110,307.426	114,051.275	117,825.569	121,425.849	125,252.352	128,437.121	131,006.260	133,626.385	136,298.913	140,387.881
Weekend Worker -	Hourly	53.988	55.838	57.733	59.644	61.466	63.403	65.015	66.316			
CRN 15 Year Scale	Monthly	9,065.486	9,376.131	9,694.358	10,015.173	10,321.197	10,646.450	10,917.155	11,135.532			
	Annual	108,785.828	112,513.574	116,332.300	120,182.080	123,854.366	127,757.399	131,005.863	133,626.385			
Weekend Worker -	Hourly	55.068	56.955	58.888	60.837	62.696	64.671	66.316	67.642			
CRN 20 Year Scale	Monthly	9,246.795	9,563.654	9,888.246	10,215.477	10,527.621	10,859.379	11,135.498	11,358.243			
	Annual	110,961.545	114,763.846	118,658.946	122,585.722	126,331.453	130,312.547	133,625.981	136,298.913			
Weekend Worker -	Hourly	56.720	58.663	60.654	62.662	64.576	66.611	68.305	69.671			
CRN 25 Year Scale	Monthly	9,524.199	9,850.563	10,184.893	10,521.941	10,843.450	11,185.160	11,469.563	11,698.990			
	Annual	114,290.391	118,206.761	122,218.715	126,263.293	130,121.397	134,221.923	137,634.760	140,387.881			
Weekend Worker	Hourly	49.434	51.160	52.891	54.694	56.457	58.286	59.452	60.641	61.854	63.091	64.983
Nurse II	Monthly	8,300.836	8,590.570	8,881.236	9,184.002	9,480.020	9,787.208	9,982.952	10,182.611	10,386.263	10,593.989	10,911.808
	Annual	99,610.033	103,086.843	106,574.829	110,208.021	113,760.236	117,446.496	119,795.426	122,191.335	124,635.161	127,127.865	130,941.701
Weekend Worker	Hourly	50.423	52.183	53.949	55.788	57.586	59.452	60.641	61.854			
Nurse II 15 Year Scale	Monthly	8,466.853	8,762.382	9,058.860	9,367.682	9,669.620	9,982.952	10,182.611	10,386.263			
	Annual	101,602.234	105,148.580	108,706.326	112,412.181	116,035.440	119,795.426	122,191.335	124,635.161			
Weekend Worker	Hourly	51.431	53.227	55.028	56.903	58.738	60.641	61.854	63.091			
Nurse II 20 Year Scale	Monthly	8,636.190	8,937.629	9,240.038	9,555.035	9,863.012	10,182.611	10,386.263	10,593.989			
	Annual	103,634.279	107,251.552	110,880.453	114,660.425	118,356.149	122,191.335	124,635.161	127,127.865			
Weekend Worker	Hourly	52.974	54.823	56.678	58.611	60.500	62.460	63.709	64.983			
Nurse II 25 Year Scale	Monthly	8,895.276	9,205.758	9,517.239	9,841.686	10,158.903	10,488.090	10,697.851	10,911.808			
	Annual	106,743.307	110,469.098	114,206.866	118,100.237	121,906.834	125,857.075	128,374.216	130,941.701			
Weekend Worker	Hourly	51.314	53.045	54.850	56.613	58.250	60.034	61.876	63.113	64.375	65.663	67.633
Nurse III	Monthly	8,616.402	8,907.068	9,210.299	9,506.317	9,781.158	10,080.666	10,389.950	10,597.749	10,809.704	11,025.898	11,356.675
	Annual	103,396.829	106,884.815	110,523.594	114,075.809	117,373.902	120,967.994	124,679.401	127,172.989	129,716.448	132,310.777	136,280.101
Weekend Worker -	Hourly	52.340	54.105	55.947	57.746	59.415	61.234	63.113	64.375			
Nurse III 15 Year Scale	Monthly	8,788.730	9,085.209	9,394.505	9,696.444	9,976.782	10,282.279	10,597.749	10,809.704			
	Annual	105,464.765	109,022.511	112,734.066	116,357.325	119,721.380	123,387.354	127,172.989	129,716.448			
Weekend Worker -	Hourly	53.387	55.188	57.066	58.900	60.603	62.459	64.375	65.663			
Nurse III 20 Year Scale	Monthly	8,964.505	9,266.913	9,582.396	9,890.373	10,176.317	10,487.925	10,809.704	11,025.898			

	Annual	107,574.060	111,202.961	114,988.747	118,684.471	122,115.808	125,855.101	129,716.448	132,310.777			
Weekend Worker -	Hourly	54.988	56.843	58.778	60.667	62.421	64.333	66.307	67.633			
Nurse III 25 Year Scale	Monthly	9,233.440	9,544.921	9,869.867	10,187.084	10,481.607	10,802.563	11,133.995	11,356.675			
	Annual	110,801.282	114,539.050	118,438.409	122,245.006	125,779.282	129,630.754	133,607.942	136,280.101			
Weekend Worker	Hourly	54.666	56.690	58.717	60.925	63.458	65.913	68.594	71.386	72.814	74.270	76.498
Nurse IV	Monthly	9,179.313	9,519.208	9,859.582	10,230.398	10,655.625	11,067.909	11,518.066	11,986.919	12,226.658	12,471.191	12,845.327
	Annual	110,151.755	114,230.491	118,314.979	122,764.771	127,867.505	132,814.914	138,216.794	143,843.033	146,719.894	149,654.292	154,143.920
Weekend Worker -	Hourly	55.759	57.824	59.891	62.144	64.727	67.231	69.966	72.814			
Nurse IV 15 Year Scale	Monthly	9,362.899	9,709.592	10,056.773	10,435.006	10,868.738	11,289.268	11,748.427	12,226.658			
	Annual	112,354.790	116,515.100	120,681.279	125,220.066	130,424.855	135,471.212	140,981.130	146,719.894			
Weekend Worker -	Hourly	56.874	58.980	61.089	63.387	66.022	68.576	71.365	74.270			
Nurse IV 20 Year Scale	Monthly	9,550.157	9,903.784	10,257.909	10,643.706	11,086.113	11,515.053	11,983.396	12,471.191			
	Annual	114,601.886	118,845.402	123,094.904	127,724.468	133,033.352	138,180.636	143,800.752	149,654.292			
Weekend Worker -	Hourly	58.581	60.750	62.922	65.288	68.002	70.633	73.506	76.498			
Nurse IV 25 Year Scale	Monthly	9,836.662	10,200.897	10,565.646	10,963.017	11,418.696	11,860.505	12,342.898	12,845.327			
	Annual	118,039.942	122,410.765	126,787.752	131,556.202	137,024.353	142,326.056	148,114.775	154,143.920			

Effective April 1,2027

Monthly salaries include:

3.0% 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	Year 15	Year 20	Year 25
Licensed Practical Nurse	Hourly	35.611	36.777	37.927	39.325	40.606	42.038	43.535	44.841	45.738	46.653	48.053
	Monthly	5,979.661	6,175.449	6,368.610	6,603.381	6,818.443	7,058.907	7,310.323	7,529.632	7,680.225	7,833.829	8,068.844
	Annual	71,755.928	74,105.385	76,423.322	79,240.567	81,821.312	84,706.889	87,723.870	90,355.587	92,162.698	94,005.952	96,826.131
CRN	Hourly	47.405	49.032	50.695	52.373	53.974	55.674	57.090	58.230	59.395	60.583	62.400
	Monthly	7,960.096	8,233.270	8,512.604	8,794.366	9,063.057	9,348.553	9,586.436	9,777.824	9,973.381	10,172.848	10,478.034
	Annual	95,521.157	98,799.240	102,151.249	105,532.387	108,756.681	112,182.641	115,037.232	117,333.891	119,680.568	122,074.180	125,736.405
CRN (15 Year Scale)	Hourly	48.353	50.013	51.709	53.421	55.053	56.787	58.232	59.395			
	Monthly	8,119.298	8,397.935	8,682.856	8,970.253	9,244.318	9,535.524	9,778.165	9,973.381			
	Annual	97,431.580	100,775.225	104,194.274	107,643.034	110,931.815	114,426.294	117,337.976	119,680.568			
CRN (20 Year Scale)	Hourly	49.320	51.013	52.744	54.489	56.154	57.923	59.397	60.583			
	Monthly	8,281.684	8,565.894	8,856.513	9,149.658	9,429.204	9,726.235	9,973.728	10,172.848			
	Annual	99,380.211	102,790.730	106,278.159	109,795.895	113,150.451	116,714.820	119,684.736	122,074.180			
CRN (25 Year Scale)	Hourly	50.800	52.543	54.326	56.124	57.839	59.661	61.179	62.400			
	Monthly	8,530.135	8,822.871	9,122.209	9,424.148	9,712.080	10,018.022	10,272.940	10,478.034			
	Annual	102,361.618	105,874.451	109,466.504	113,089.772	116,544.965	120,216.264	123,275.278	125,736.405			
Nurse II	Hourly	44.276	45.821	47.372	48.987	50.566	52.204	53.248	54.313	55.399	56.507	58.203
	Monthly	7,434.662	7,694.163	7,954.498	8,225.671	8,490.800	8,765.934	8,941.253	9,120.078	9,302.479	9,488.529	9,773.185
	Annual	89,215.943	92,329.955	95,453.978	98,708.053	101,889.602	105,191.210	107,295.034	109,440.935	111,629.753	113,862.348	117,278.219
Nurse II (15 Year Scale)	Hourly	45.161	46.738	48.319	49.966	51.577	53.248	54.313	55.399			
	Monthly	7,583.355	7,848.046	8,113.588	8,390.185	8,660.616	8,941.253	9,120.078	9,302.479			
	Annual	91,000.262	94,176.554	97,363.057	100,682.214	103,927.394	107,295.034	109,440.935	111,629.753			
Nurse II (20 Year Scale)	Hourly	46.065	47.672	49.286	50.966	52.608	54.313	55.399	56.507			
	Monthly	7,735.022	8,005.007	8,275.860	8,557.988	8,833.829	9,120.078	9,302.479	9,488.529			
	Annual	92,820.267	96,060.086	99,310.318	102,695.859	106,005.942	109,440.935	111,629.753	113,862.348			
Nurse II (25 Year Scale)	Hourly	47.447	49.103	50.764	52.495	54.187	55.943	57.061	58.203			
	Monthly	7,967.073	8,245.157	8,524.136	8,814.728	9,098.843	9,393.680	9,581.554	9,773.185			
	Annual	95,604.875	98,941.888	102,289.628	105,776.734	109,186.120	112,724.163	114,978.646	117,278.219			
Nurse III	Hourly	45.959	47.509	49.127	50.706	52.172	53.769	55.419	56.527	57.658	58.811	60.575
	Monthly	7,717.300	7,977.635	8,249.225	8,514.354	8,760.516	9,028.771	9,305.781	9,491.897	9,681.735	9,875.370	10,171.631
	Annual	92,607.594	95,731.617	98,990.697	102,172.246	105,126.190	108,345.247	111,669.376	113,902.764	116,180.819	118,504.435	122,059.568

Nurse III (15 Year Scale)	Hourly	46.878	48.460	50.109	51.720	53.215	54.845	56.527	57.658			
	Monthly	7,871.646	8,137.187	8,414.209	8,684.641	8,935.726	9,209.346	9,491.897	9,681.735			
	Annual	94,459.746	97,646.249	100,970.511	104,215.691	107,228.714	110,512.152	113,902.764	116,180.819			
Nurse III (20 Year Scale)	Hourly	47.816	49.429	51.112	52.754	54.280	55.942	57.658	58.811			
	Monthly	8,029.078	8,299.931	8,582.493	8,858.334	9,114.441	9,393.533	9,681.735	9,875.370			
	Annual	96,348.941	99,599.174	102,989.921	106,300.005	109,373.289	112,722.395	116,180.819	118,504.435			
Nurse III (25 Year Scale)	Hourly	49.250	50.912	52.645	54.337	55.908	57.620	59.388	60.575			
	Monthly	8,269.951	8,548.929	8,839.968	9,124.084	9,387.874	9,675.339	9,972.187	10,171.631			
	Annual	99,239.409	102,587.149	106,079.619	109,489.005	112,654.487	116,104.066	119,666.244	122,059.568			
Nurse IV	Hourly	48.962	50.775	52.590	54.568	56.836	59.035	61.436	63.937	65.216	66.520	68.516
	Monthly	8,221.472	8,525.899	8,830.756	9,162.878	9,543.734	9,912.997	10,316.181	10,736.110	10,950.833	11,169.849	11,504.945
	Annual	98,657.659	102,310.787	105,969.068	109,954.534	114,524.809	118,955.966	123,794.172	128,833.325	131,409.992	134,038.192	138,059.337
Nurse IV (15 Year Scale)	Hourly	49.941	51.790	53.642	55.659	57.973	60.216	62.665	65.216			
	Monthly	8,385.901	8,696.417	9,007.371	9,346.135	9,734.609	10,111.257	10,522.505	10,950.833			
	Annual	100,630.812	104,357.003	108,088.450	112,153.625	116,815.305	121,335.086	126,270.055	131,409.992			
Nurse IV (20 Year Scale)	Hourly	50.940	52.826	54.715	56.773	59.132	61.420	63.918	66.520			
	Monthly	8,553.619	8,870.345	9,187.518	9,533.058	9,929.301	10,313.482	10,732.955	11,169.849			
	Annual	102,643.428	106,444.143	110,250.219	114,396.697	119,151.611	123,761.787	128,795.457	134,038.192			
Nurse IV (25 Year Scale)	Hourly	52.468	54.411	56.356	58.476	60.906	63.263	65.836	68.516			
	Monthly	8,810.228	9,136.456	9,463.144	9,819.050	10,227.180	10,622.887	11,054.943	11,504.945			
	Annual	105,722.731	109,637.467	113,557.725	117,828.598	122,726.160	127,474.641	132,659.320	138,059.337			
Nurse Practitioner	Hourly	67.520	70.298	73.071	76.064	78.346	80.696			82.310	83.956	86.475
	Monthly	11,337.812	11,804.164	12,269.827	12,772.406	13,155.579	13,550.246			13,821.251	14,097.676	14,520.606
	Annual	136,053.738	141,649.971	147,237.929	153,268.876	157,866.943	162,602.951			165,855.010	169,172.110	174,247.274
Nurse Practitioner	Hourly	68.871	71.704	74.532	77.585	79.913	82.310					
15 Year Scale	Monthly	11,564.568	12,040.248	12,515.224	13,027.855	13,418.690	13,821.251					
	Annual	138,774.813	144,482.970	150,182.688	156,334.254	161,024.282	165,855.010					
Nurse Practitioner	Hourly	70.248	73.138	76.023	79.137	81.511	83.956					
20 Year Scale	Monthly	11,795.859	12,281.052	12,765.528	13,288.412	13,687.064	14,097.676					
	Annual	141,550.309	147,372.630	153,186.342	159,460.939	164,244.767	169,172.110					
Nurse Practitioner	Hourly	72.356	75.332	78.304	81.511	83.956	86.475					
25 Year Scale	Monthly	12,149.735	12,649.484	13,148.494	13,687.064	14,097.676	14,520.606					
	Annual	145,796.818	151,793.809	157,781.932	164,244.767	169,172.110	174,247.274					

Nurse Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 15	Year 20	Year 25
Weekend Worker -	Hourly	40.953	42.293	43.616	45.224	46.697	48.344	50.066	51.568	52.599	53.651	55.261
Licensed Practical	Monthly	6,876.610	7,101.766	7,323.902	7,593.888	7,841.209	8,117.744	8,406.871	8,659.077	8,832.259	9,008.904	9,279.171
Nurse	Annual	82,519.317	85,221.193	87,886.820	91,126.652	94,094.509	97,412.923	100,882.451	103,908.925	105,987.103	108,106.845	111,350.050
Weekend Worker -	Hourly	54.517	56.385	58.299	60.228	62.069	64.025	65.653	66.966	68.305	69.671	71.762
CRN	Monthly	9,154.363	9,468.054	9,789.401	10,113.361	10,422.385	10,750.827	11,024.186	11,244.704	11,469.598	11,698.990	12,049.960
	Annual	109,852.356	113,616.648	117,472.813	121,360.336	125,068.624	129,009.922	132,290.235	134,936.448	137,635.177	140,387.881	144,599.517
Weekend Worker -	Hourly	55.608	57.513	59.465	61.433	63.310	65.305	66.966	68.305			
CRN 15 Year Scale	Monthly	9,337.450	9,657.415	9,985.189	10,315.629	10,630.833	10,965.843	11,244.670	11,469.598			
	Annual	112,049.403	115,888.981	119,822.269	123,787.542	127,569.997	131,590.121	134,936.039	137,635.177			
Weekend Worker -	Hourly	56.720	58.663	60.654	62.662	64.576	66.611	68.305	69.671			
CRN 20 Year Scale	Monthly	9,524.199	9,850.563	10,184.893	10,521.941	10,843.450	11,185.160	11,469.563	11,698.990			
	Annual	114,290.391	118,206.761	122,218.715	126,263.293	130,121.397	134,221.923	137,634.760	140,387.881			
Weekend Worker -	Hourly	58.421	60.423	62.474	64.542	66.514	68.610	70.354	71.762			
CRN 25 Year Scale	Monthly	9,809.925	10,146.080	10,490.440	10,837.599	11,168.753	11,520.715	11,813.650	12,049.960			
	Annual	117,719.103	121,752.964	125,885.276	130,051.192	134,025.039	138,248.581	141,763.803	144,599.517			
Weekend Worker	Hourly	50.917	52.695	54.477	56.335	58.150	60.035	61.235	62.460	63.709	64.983	66.933
Nurse II	Monthly	8,549.861	8,848.287	9,147.673	9,459.522	9,764.420	10,080.824	10,282.441	10,488.090	10,697.851	10,911.808	11,239.163
	Annual	102,598.334	106,179.449	109,772.074	113,514.261	117,173.043	120,969.891	123,389.289	125,857.075	128,374.216	130,941.701	134,869.952
Weekend Worker	Hourly	51.936	53.748	55.567	57.461	59.313	61.235	62.460	63.709			
Nurse II 15 Year Scale	Monthly	8,720.858	9,025.253	9,330.626	9,648.712	9,959.709	10,282.441	10,488.090	10,697.851			
	Annual	104,650.301	108,303.038	111,967.516	115,784.546	119,516.503	123,389.289	125,857.075	128,374.216			
Weekend Worker	Hourly	52.974	54.823	56.678	58.611	60.500	62.460	63.709	64.983			
Nurse II 20 Year Scale	Monthly	8,895.276	9,205.758	9,517.239	9,841.686	10,158.903	10,488.090	10,697.851	10,911.808			
	Annual	106,743.307	110,469.098	114,206.866	118,100.237	121,906.834	125,857.075	128,374.216	130,941.701			
Weekend Worker	Hourly	54.564	56.468	58.379	60.369	62.315	64.334	65.621	66.933			
Nurse II 25 Year Scale	Monthly	9,162.134	9,481.931	9,802.756	10,136.937	10,463.670	10,802.732	11,018.787	11,239.163			
	Annual	109,945.606	113,783.171	117,633.072	121,643.245	125,564.039	129,632.787	132,225.443	134,869.952			
Weekend Worker	Hourly	52.853	54.636	56.496	58.312	59.998	61.835	63.732	65.007	66.307	67.633	69.662
Nurse III	Monthly	8,874.894	9,174.280	9,486.608	9,791.507	10,074.593	10,383.086	10,701.649	10,915.682	11,133.995	11,356.675	11,697.375
	Annual	106,498.733	110,091.359	113,839.302	117,498.083	120,895.119	124,597.034	128,419.783	130,988.178	133,607.942	136,280.101	140,368.504
Weekend Worker -	Hourly	53.910	55.729	57.626	59.478	61.198	63.071	65.007	66.307			
Nurse III 15 Year Scale	Monthly	9,052.392	9,357.766	9,676.341	9,987.337	10,276.085	10,590.748	10,915.682	11,133.995			
	Annual	108,628.708	112,293.186	116,116.088	119,848.045	123,313.021	127,088.974	130,988.178	133,607.942			

Weekend Worker -	Hourly	54.988	56.843	58.778	60.667	62.421	64.333	66.307	67.633			
Nurse III 20 Year Scale	Monthly	9,233.440	9,544.921	9,869.867	10,187.084	10,481.607	10,802.563	11,133.995	11,356.675			
	Annual	110,801.282	114,539.050	118,438.409	122,245.006	125,779.282	129,630.754	133,607.942	136,280.101			
Weekend Worker -	Hourly	56.638	58.548	60.542	62.488	64.294	66.263	68.296	69.662			
Nurse III 25 Year Scale	Monthly	9,510.443	9,831.268	10,165.963	10,492.696	10,796.055	11,126.640	11,468.015	11,697.375			
	Annual	114,125.321	117,975.221	121,991.562	125,912.356	129,552.660	133,519.676	137,616.180	140,368.504			
Weekend Worker	Hourly	56.306	58.391	60.479	62.753	65.362	67.891	70.652	73.528	74.998	76.498	78.793
Nurse IV	Monthly	9,454.692	9,804.784	10,155.369	10,537.309	10,975.294	11,399.947	11,863.608	12,346.527	12,593.458	12,845.327	13,230.687
	Annual	113,456.307	117,657.405	121,864.429	126,447.714	131,703.530	136,799.361	142,363.298	148,158.324	151,121.491	154,143.920	158,768.238
Weekend Worker -	Hourly	57.432	59.559	61.688	64.008	66.669	69.248	72.065	74.998			
Nurse IV 15 Year Scale	Monthly	9,643.786	10,000.879	10,358.476	10,748.056	11,194.800	11,627.946	12,100.880	12,593.458			
	Annual	115,725.434	120,010.554	124,301.717	128,976.668	134,337.601	139,535.349	145,210.564	151,121.491			
Weekend Worker -	Hourly	58.581	60.750	62.922	65.288	68.002	70.633	73.506	76.498			
Nurse IV 20 Year Scale	Monthly	9,836.662	10,200.897	10,565.646	10,963.017	11,418.696	11,860.505	12,342.898	12,845.327			
	Annual	118,039.942	122,410.765	126,787.752	131,556.202	137,024.353	142,326.056	148,114.775	154,143.920			
Weekend Worker -	Hourly	60.338	62.572	64.810	67.247	70.042	72.752	75.711	78.793			
Nurse IV 25 Year Scale	Monthly	10,131.762	10,506.924	10,882.615	11,291.907	11,761.257	12,216.320	12,713.185	13,230.687			
	Annual	121,581.141	126,083.088	130,591.384	135,502.888	141,135.084	146,595.837	152,558.218	158,768.238			

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

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

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

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

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

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

- (d) 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** -- A nurse licensed to practice as a Practical Nurse under the Licensed Practical Nurses' Act of Manitoba.
 - (b) **CLINICAL RESOURCE NURSE (CRN)** - A Licensed Practical Nurse, Registered Nurse or Registered Psychiatric Nurse entitled to practice under the Licensed Practical Nurse' Act of Manitoba and who is employed in a CRN position.
 - (c) **NURSE II** -- A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.
 - (d) **NURSE III** -- A Registered Nurse or Registered Psychiatric Nurse who has clinical oversight and responsibility of a group of staff providing services to people supported in a service area or provides services as a Clinical Mentor.
 - (e) **NURSE IV** -- A Registered Nurse or Registered Psychiatric Nurse who has responsibility for a group of staff providing services to people supported in Community Service areas or provides services as a Nurse Educator or Nurse Consultant.
 - (f) **NURSE PRACTITIONER** -- is a Registered Nurse who is on the Extended Practice roster of the College of Registered Nurses of Manitoba who is employed in a position that is designated by the Employer as a Nurse Practitioner.

**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 January 23, 2025.

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 is successor to the former MHO plans.

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

9. 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) 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.
- (e) All accrued benefits, i.e. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- (f) 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.
- (g) 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.
- (h) 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).
- (i) Where an approved arrangement is later found to be unworkable, the affected nurse may be required to relinquish one of the positions occupied.
- (j) Where the sum of the positions occupied equal one (1.0) EFT, the status of the nurse will continue to be part-time, but is considered to be full-time for the purposes of qualification for any full-time incentive, (i.e. status will not be converted to full-time), and the provisions of Article 34 will apply based on the total of all active positions occupied, unless specified in this article.

If a nurse holds more than one part-time position on the same unit/program and it is possible to amalgamate the positions to increase the employment status of the nurse to full-time, the Employer shall not unreasonable deny the nurse's request to convert to full-time status.

10. Re: Nurse Practitioner Positions

Seventy-seven and one half (77.50) hours shall constitute a bi-weekly pay period of work (2015 hours per annum).

- a. Upon mutual agreement between the Nurse Practitioner and their supervisor, the Nurse Practitioner may work alternate hours during the day or in a bi-weekly period in order to facilitate the provision of services and/or to accommodate the nurse's personal schedule. Such alteration of hours, although subject to Employer approval, is voluntary and at the discretion of the nurse. In instances where working alternate hours under these circumstances results in additional hours being worked in a day or bi-weekly pay period, the nurse shall take the equivalent time off at a time mutually agreeable to the nurse and their supervisor. To the extent practicable, this time off shall occur within four (4) weeks of the nurse having worked the additional hours. 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. It is clearly understood that there is no requirement for the nurse to agree to flex their hours other than on a voluntary basis.
- b. In instances where additional hours are being scheduled in a day or bi-weekly pay period as a result of direction from the supervisor, compensation for the additional hours worked will be in accordance with Article 16 - Overtime.
- c. The provisions of Article 1404 shall not apply to a nurse working alternate hours in (a) above.

12. 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.

13. 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.

14. 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. The Grievance Mediator shall be an individual jointly approved by MNU and St.Amant.
2. 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.
3. 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.
4.
 - 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.
5. 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.
6. 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. 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.

15. Re: 12 Hour Shift Schedule Pattern

The Employer and the Union mutually agree that the following conditions and understandings are applicable to the 11.63 ("12") hour shift schedule pattern.

1. The procedure to be followed for the trial and implementation of the 11.63 ("12") hour shift schedule pattern shall be as follows:
 - (a) A meeting of all nurses in the unit/worksites/program and senior nursing management will be held to discuss a tentative "12 Hour" shift schedule pattern and a proposed date for the commencement of the trial period.

Following the meeting, a date will be determined for a secret ballot vote to establish that a majority of the nurses are in favor of the shift change.

- (b) The Employer shall make all reasonable efforts to ensure all nurses affected have an opportunity to vote. Amongst those nurses participating in the vote, a majority of sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the "12 Hour" shift can proceed. Nurses terminating employment in the unit/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 Main 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/worksite/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/worksite/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/worksite/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 main rotation.

Shift schedules shall be based on Main 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/worksites/program.

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

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

7. Recognized Holidays:

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

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

8. Income Protection:

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

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

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

9. Bereavement Leave:

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

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

10. Vacation:

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

11. Standby:

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

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

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

16. Re: 10 Hour Shift Schedule Pattern

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

1. The procedure to be followed for the trial and implementation of the 9.69 ("10") hour shift schedule pattern shall be as follows:

- (a) A meeting of all nurses in the unit/worksites/program and senior nursing management will be held to discuss a tentative "10 Hour" shift schedule pattern and a proposed date for the commencement of the trial period. Following the meeting, a date will be determined for a secret ballot vote to establish that a majority of the nurses are in favor of the shift change.
- (b) The Employer shall make all reasonable efforts to ensure all nurses affected have an opportunity to vote. Amongst those nurses participating in the vote, a majority of sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the "10 Hour" shift can proceed. Nurses terminating employment in the unit/worksites/program prior to the commencement of the trial period will not be entitled to vote. A letter will be forwarded to the Regional and 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 Main Rotation will be developed in meaningful consultation with the nurses as defined in Article 1504.
- (d) The length of the trial period will be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.
- (e) Six (6) weeks prior to the completion of the trial period, a unit/worksites/program meeting will be held to review/evaluate the "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/worksites/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/worksites/program.

Overtime for part-time nurses shall be authorized time worked in excess of a scheduled 9.69 ("10") hour or 7.75 hour shift or hours in excess of the normal full-time hours in two (2) consecutive bi-weekly periods, in accordance with Article 16.

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

7. Recognized Holidays:

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

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

8. Income Protection:

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

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

9. Bereavement Leave:

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

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

10. Vacation:

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

11. Standby:

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

12. Additional available shifts shall be offered equitably to all nurses working on the unit/worksites/program regardless of their regular shift length.
13. The terms of Article 1504 (g) shall be applicable.
14. Individual shifts of 9.69 ("10") hours shall not be interchanged, as referenced in Article 15, with individual shifts of seven and three-quarter (7.75) hours, however nurses can interchange four (4) 9.69 ("10") hour shifts with five (5) 7.75 hour shifts.
15. Where payroll limitations exist such that only two decimal points can be entered in regard to shift length, the shift length shall be rounded up to two decimal points.
16. Notwithstanding definition of "position", where there is mutual agreement between the Union and the Employer to allow nurses to revert from "12" hour shift patterns

to “8” hour shift patterns it is understood that nurses occupying “12” hour positions will not be deleted in order to revert to a “8” hour positions. It is understood that nurses will select their “8” hour shift patterns on the new rotation in order of seniority.

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

17. Re: 7.75/11.63 Hour Shift

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

1. The procedure to be followed for the trial and implementation of the 7.75/11.63 hour shift schedule pattern shall be as follows:
 - (a) A meeting of all nurses in the unit/worksite/program and senior nursing management will be held to discuss a tentative 7.75/11.63 hour shift schedule pattern and a proposed date for the commencement of the trial period. Following the meeting, a date will be determined for a secret ballot vote to establish that a majority of the nurses are in favor of the shift change.
 - (b) The Employer shall make all reasonable efforts to ensure all nurses affected have an opportunity to vote. Amongst those nurses participating in the vote, a majority of sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the 7.75/11.63 hour shift can proceed. Nurses terminating employment in the unit/worksite/program prior to the commencement of the trial period will not be entitled to vote. A letter will be forwarded to the Regional and 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 Main 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 main rotation.

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

11. Standby:

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

12. Additional available shifts shall be offered equitably to all nurses working on the unit/worksite/program regardless of their regular shift length.
13. The terms of Article 1504 (g) shall be applicable.
14. Individual shifts of 11.63 ("12") hours shall not be interchanged, as referenced in Article 15, with individual shifts of seven and three-quarter (7.75) hours, however nurses can interchange three (3) 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.

18. Re: Nurse Practitioners and Most Responsible Provider

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

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

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

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

19. Re: Nurse Practitioner Education

Whereas the parties agree that should the Provincial Care Optimization Committee implement funding for Nurse Practitioner required education for certifications, St.Amant and MNU will engage in meaningful discussions on this matter with the common goal of affording the name opportunities for the Nurse Practitioner(s) at St.Amant.

20. Re: Reduction of EFT

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

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

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

21. Re: CRN/Charge Nurse

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 may be reposted as an LPN 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.

22. Re: Reconnection of Seniority

A nurse who returns to employment from retirement or resignation, who has resigned or retired as of January 1, 2018 or later and agrees to resume employment in a position for a two (2) year commitment (ROSA required) at a minimum of a 0.4 EFT, they will be eligible to have their past seniority reinstated for the purposes of:

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

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

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

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

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

If a retired nurse already received their pre-retirement leave at the time of their retirement, their new hire date is the starting point for eligibility in accordance with the Collective Agreement. For clarity, the nurse's new hire date, unless otherwise specified herein, is the starting point for all other benefit eligibility.

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

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

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

23. Re: HEB Re-Opener

WHEREAS the parties agree

1. That the wellness of nurses is a priority.
2. THEREFORE, the parties agree to explore, during the life of this collective agreement, the possibility of Extended Health benefits reopener for nurses currently not having access to such benefits.

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

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
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: Buyback of Healthcare Employees Pension Plan (HEPP)
9. Re: Provisions for Part-time Nurses Occupying More Than One Position Within St.Amant
10. Re: Nurse Practitioner Positions
11. Re: Mentorship
12. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union
13. Re: Letter of Understanding – HEPP COLA Fund
14. Re: Mediation Process
15. Re: 12 Hour Shift Schedule Pattern
16. Re: 10 Hour Shift Schedule Pattern
17. Re: 7.75/11.63 Hour Shift
18. Re: Nurse Practitioner and Most Responsible Provider
19. Re: Nurse Practitioner Education
20. Re: Reduction of EFT
21. Re: CRN/Charge
22. Re: Reconnection of Seniority
23. Re: HEB Re-Opener

FOR THE EMPLOYER:





FOR THE UNION:









Signed the 9th day of June, 2025.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
ST.AMANT INC.
AND
ST.AMANT NURSES LOCAL 95
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.

FOR THE EMPLOYER:



Shay

FOR THE UNION:

M. Juankel

M. Lakatos

Stalakis

CP Lento

Signed the 9th day of June, 2025.

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

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.

FOR THE EMPLOYER:




FOR THE UNION:






Signed the 9th day of June, 2025.

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

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.

FOR THE EMPLOYER:	FOR THE UNION:





UM. Juankel
um. Lakatos
Stalakis
CP lento

Signed the 9th day of June, 2025.

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

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, 2024 – March 31, 2025
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. Full-time nurses on an approved WCB claim are considered to be eligible for the full amount.
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.

FOR THE EMPLOYER:



Shay

FOR THE UNION:

M. Juankel

M. Lakatos

Spalanski

CP Lento

Signed the 9th day of June, 2025.

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

Re: Central Table Negotiations

St.Amant commits to apply any funding received for any General Wage Increase (GWI), shift premium, weekend premium, overtime, vacation entitlement, income protection accumulation and Recognized Holiday Increase differential negotiated at the Central Bargaining Table between the Provincial Health Labour Secretariat and MNU. If St.Amant is able to secure appropriate funding, St.Amant shall implement the above increases for the nurses employed at St.Amant, including retroactivity within this period, if applicable. Any such increases are applicable only to premiums and monetary items in the St.Amant Collective Agreement and shall not result in new categories of premiums already contained in the Collective Agreement.

FOR THE EMPLOYER:




FOR THE UNION:






Signed the 9th day of June, 2025.

INDEPENDENT ASSESSMENT COMMITTEE (IAC)

Chairpersons as per 1104(a)(i):

Jan Currie
Donna McKenzie

Carole Ohryn
Kim Fraser

Sandi Mowat
Laurie Walrus

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

Re: COVID Reactivation

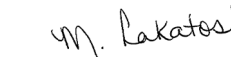
That the parties agree that although the COVID Memoranda dated May 14th, 2021, will end for St.Amant once they have ratified the tentative contract offer, effective January 23, 2025, the parties will enter into meaningful discussions regarding reactivation under the following conditions:

1. Should the Chief Provincial Medical Officer of Health declare a public health emergency related to COVID under the Public Health Act during the life of this agreement.
2. At time of declaration, or anytime thereafter the parties may also, by mutual agreement only, expand or increase any provision to the previous COVID Memoranda or add any new provision as mutually agreed upon.
3. The parties agree that should the COVID Memoranda return to be in force and effect by virtue of an Emergency declaration, any and all provisions, incentives, premiums etc. shall be over and above any compensation provided therein the Collective Agreement or any other active Memoranda, unless otherwise agreed by the parties. It is understood that at no time will a nurse receive duplicate premiums or payments for the same purpose.
4. This agreement will end upon expiry of the Collective Agreement (March 31st, 2028).

FOR THE EMPLOYER:




FOR THE UNION:



Signed the 9th day of June, 2025.

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

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

Re: Nurse Patient Ratios

WHEREAS the Government, the Manitoba Nurses' Union and the Provincial Health Labour Relations Services (PHLRS) on behalf of Employer Organizations party to central bargaining are committed to establishing minimum Nurse Patient Ratios ("NPRs") as part of team-based care, hospital-based care, long term and residential care, and community and non-hospital care (collectively, "the identified areas of patient care");

AND WHEREAS the Parties acknowledge their respective commitments to quality health care and patient safety, and agree that Nurses play a pivotal role in the quality of the health care system, including St.Amant;

NOW THEREFORE THE PARTIES AGREE THAT:

St.Amant will review and engage in meaningful discussions with the Manitoba Nurses' Union at the Nursing Advisory Committee regarding implementation of any NPR recommendations that are made by the Minister of Health and are applicable to St.Amant.

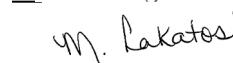
FOR THE EMPLOYER:






FOR THE UNION:









Signed the 9th day of June, 2025.

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

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

Re: Salary Enhancement Incentive

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

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

A. INCENTIVE PARAMETERS:

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

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

The reconciliation for such compensation will be at the end of each three (3) month period within the fiscal year and is in the form of a retroactive salary adjustment.

• A nurse holds a part time or casual position:

- The assessment of FT equivalency will be based on 2015 annual hours, however the annual period will be split and subsequently calculated over four (4) separate three (3) month periods, with each three (3) month period consisting of 503.75 paid hours.
- The four (4) three-month periods are as follows:
 - April 1st to June 30th – 503.75 hours with payment being made first off cycle pay in August
 - July 1st to September 30th – 503.75 hours with payment being made first off cycle pay in November
 - October 1st to December 31st – 503.75 hours with payment being first off cycle pay in February
 - January 1st to March 31st – 503.75 hours with payment being first off cycle pay in May

• Part time Nurse (casual excluded) exceptions. The exceptions that are applied towards eligibility of The Salary Enhancement Incentive for a part-time nurse are as follows in each three (3) month period: (reduces amount of The Salary Enhancement based on eligible paid hours but not eligibility)

- A nurse is on an approved unpaid leave of absence of four (4) weeks or less.
- A nurse is on approved union leave of four (4) weeks or less.
- The aforementioned leaves can be taken individually or in combination of up to a maximum of four (4) weeks in the eligibility period.
- A nurse is on any period of approved WCB claim subject to 2 d) above.
- A nurse who has not achieved sufficient qualifying hours may choose to utilize accrued banked overtime to top up eligible hours to a maximum of

- 38.75 hours. Such request shall be made in writing within two (2) pay periods prior to the eligibility period end. The requested hours will be paid straight time rates.
- f) A nurse shall be granted an exception of up to 38.75 hours to supplement eligibility to achieve payment of The Salary Enhancement Incentive if unable to pick up additional shifts due to extenuating circumstances. Extenuating circumstances shall be given all reasonable consideration. The nurse shall make written application to the Employer to apply said hours two (2) weeks after the eligibility period end date.
 - g) A nurse shall be granted an exception of 50 hours to address stat time off equivalent to full-time nurses. The nurse shall make written application to the Employer to apply said hours at the end of, but no later than two (2) weeks after, the eligibility period end date.
 - h) Notwithstanding the above, the combination of exception hours as provided for in e), f), and g) shall not exceed a combined total of 110 hours.
 - i) A part-time nurse shall receive The Salary Enhancement for all hours in receipt of standby premium, provided that the standby premium hours and the hours worked results in the nurse qualifying for The Salary Enhancement (subject and in addition to the exceptions a) through h) inclusive as listed above).
 - j) Where a part time nurse who has worked or has been working sufficient hours to otherwise qualify for The Salary Enhancement and is allotted a period of vacation that has not accrued full time paid hours, the unpaid vacation period which reflects the shortage of hours would be eliminated from consideration for The Salary Enhancement and the remaining period of eligibility would be prorated to reflect the removal from consideration for the hours the nurse was short of full time paid hours, during the vacation period.

For example:

April 1 - September 30

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

503.75 hours less the shortage of hours in the vacation period $(77.5 \times .5) 38.75 = 364.25$ hours. If the nurse achieves the 364.25 qualifying hours they would remain eligible for The Salary Enhancement, despite not achieving the 503.75 hours, however the amount of The Enhancement is prorated based upon \$5.95 on eligible hours paid.

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

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

B. OBLIGATIONS OF THE PARTIES:

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

UNION WILL AGREE:

- Eligibility for The Salary Enhancement Incentive is only for hours paid at regular rates (overtime hours do not apply towards eligibility for The Salary Enhancement Incentive), subject to the terms and conditions identified in this MOU.
- The Salary Enhancement Incentive will be for a two (2) year trial period commencing April 1, 2025 and ending March 31, 2027.
- Hours paid at regular rates include: vacation, income protection of less than four (4) weeks, and all other paid leaves approved by the Employer.
- For a nurse who holds a 1.0 EFT they shall still qualify for The Salary Enhancement Incentive if the nurse is on an unpaid leave of absence of less than four (4) weeks.
- Part-time and/or casual nurses off on WCB who would otherwise qualify for The Incentive Salary Enhancement by virtue of established EFT or previous established pattern of working sufficient, hours in the previous eight (8) weeks, to qualify on a consistent basis are eligible for qualification to the Salary Enhancement Incentive.
- For the duration this Salary Enhancement Incentive is in effect, income protection may not be utilized for shifts paid at overtime rates. For clarity, income protection can be utilized when a nurse is unable to attend work for a shift (or portions thereof) paid at regular rates or scheduled at regular rates of pay.

EMPLOYER WILL AGREE:

- Employer will establish a mechanism that allows for nurses to readily view and apply for all available shifts at the site.
- The Salary Enhancement Incentive shall be applied to all hours paid at regular rates of pay for qualifying nurses beginning on April 1, 2025.
- Wherever reasonably possible, the Employer will provide the greatest opportunity for nurses to access The Salary Enhancement Incentive. For clarity, the Union retains the ability to grieve the reasonability of disqualification of a nurse from The Salary Enhancement Incentive due to an Employer imposed change.

C. MONITORING PARAMATERS FOR THE PILOT PROJECT:

THE PARTIES AGREE:

- The pilot project will be monitored quarterly by Nursing Advisory Committee
- The committee shall continue to monitor the efficacy of The Salary Enhancement incentive with regards to mitigating the challenges associated with the nursing shortage, reducing overtime and/or agency use.

- Modifications of the previously stated eligibility parameters may occur as a result of the impact on the above noted set of baseline data provided that such modifications are mutually agreed upon between the parties. Should The Salary Enhancement Incentive not achieve a measurable improvement confirmed via the set of baseline data above, the parties shall meet to consider, modification or revision of The Salary Enhancement Incentive and implement any necessary changes to better ensure effective alignment with the purposes of The Salary Enhancement Incentive. Any changes prior to the expiry of the trial period require mutual agreement of the parties.

The parties agree that St.Amant and the Union shall enter into meaningful discussion regarding the Salary Enhancement prior to the expiry of the trial period

FOR THE EMPLOYER:




FOR THE UNION:






Signed the 9th day of June, 2025.

For the duration of the full-time incentive as prescribed in the MOU, the parties agree that no income protection may be utilized for overtime shifts for any nurse in any classification. Nurses shall be entitled to utilize accrued income protection credits for additional shifts scheduled at regular rates of pay.