RATIFICATION DOCUMENT

CONFIDENTIAL

MNU Ratification Document

*******All changes to the Collective Agreement are to be considered effective upon date of ratification, unless otherwise specifically stated.*******

Article/MOU	Agreed to Language	Rationale
201	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** 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**.	Based on parameters on the extent of the improvements, a 4-year deal was agreed to (that is a typical duration for MNU CAs)
301	***Amend to read:*** **IEHREO, NHREO, SHREO** A "nurse" is a Registered Nurse, or a Nurse Practitioner (Registered Nurse Extended Practice) or a Licensed Practical Nurse, or a Registered Psychiatric Nurse, or a graduate nurse, or a graduate nurse extended practice or a graduate practical nurse, or a graduate psychiatric nurse **or an Operating Room Technician** who is employed by the Employer in one of the occupational classifications described in Appendix "C" attached hereto and forming part of this Agreement, subject to Article 3807 herein.	Editorial
NEW	**IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **"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.**	Added as there was no definition of layoff in the CBA. Language ensures no reduction in rights afforded under Article 27.
501	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** 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~~ **remit** such dues to the Manitoba Nurses' Union ~~by the fifteenth (15th) day of the following month~~ **within fifteen (15) business days following the date deductions were made** together with a list of the names of nurses from each site**/program** for whom deductions have been made and a list of the names of all nurses newly hired/terminated and all nurses on leave of absence for a period of four (4) weeks or longer. Electronic copies of the lists from each site 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.	Editorial change for MNU central standardizing receipt of dues. January 31 clarifies when lists are to be submitted to MNU.
508	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** (b) In the case of "Central Table" negotiations, salaries of up to twelve (12) nurses representing participating Manitoba Nurses' Union regions/~~locals~~ **worksites** shall be maintained by the respective Employers.	Editorial.

509	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** ~~Copies of this Agreement shall be provided by the Union, and the Employer will supply a copy to each nurse at the time of hiring. The Employer agrees to obtain a completed Manitoba Nurses' Union Membership application form for all newly hired nurses.~~ **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.**	Update to reflect current reality- vast majority of members access electronic copies of the CBAs from the website.
512	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** A representative of the Union shall be granted not less than forty-five (45) minutes ~~during the orientation period~~ **at a time authorized by the Employer, within thirty (30) calendar days of hiring of a nurse** in order to familiarize **newly hired** nurses ~~in the bargaining unit~~ by the Employer with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period. **Where it is not reasonably possible to hold a Union orientation within the thirty (30) calendar day time limit, the Employer shall notify the Union of such, including reasoning, and will provide the orientation as soon as practicable.**	Enshrines Union orientation to be provided in a timely fashion and explanation to the Union for delay.
NEW 5XX	**IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **Where a nurse, as a member of the MNU bargaining committee:** **a) Has their scheduled week of vacation fully or partially disrupted due to collective bargaining negotiation meetings with the Employer, the nurse may, at their election, choose one of the following options for every week of vacation disrupted:** **(i) Reschedule vacation amongst remaining available weeks in the vacation schedule within the current vacation year.** **(ii) Carry over the week(s) of disrupted vacation for use in the subsequent vacation year, up to a maximum of ten (10) days of current annual vacation (pro rated for part time nurses).** **b) Where a single personal use vacation day(s) has been disrupted the nurse may choose amongst the following options:** **(i) Select an alternate day(s) of vacation amongst the remaining available days in the vacation schedule within the current vacation year.** **(ii) Elect to carry over the vacation day(s) for use in the subsequent vacation year, up to a maximum of five (5) days~~.~~**	Addresses disadvantage to PCBC members as a result of participation in bargaining which can often be protracted and interfere with vacation.
7A03	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** The Workplace Safety and Health Committee shall **cooperate** ~~operate~~ with Union representation for the purpose of ensuring health and safety in the workplace and the identification of health and safety hazards. On an annual basis the Workplace Safety and Health Committee will be provided with and will review the Critical Incident Stress ~~Management~~ **Response** policy, security/response plans and all other applicable policies and regulations. The Employer will make available where it exists, support through the Critical Incident Stress ~~Management~~ **Response** ~~(CISM)~~ **(CISR)** team, or where there is no ~~CISM~~ **CISR** team, appropriate Critical Incident support, to a nurse affected by a Critical Incident, an incident or circumstances that	Clarification and editorial update on Critical Incident Stress Response as well as establishment of dedicated nurse mental health support unit funded by PCOC.

	are deemed by the nurse to be outside the normal experience of their duties/workplace, and/or upon request of the nurse, or the manager on behalf of the nurse. **Where the Employer, does not currently maintain a CISR team, they shall provide the Union with the specifics of how nurses are provided support similar to that provided by CISR teams, and through what programs and/or services.** **Where maintenance of CISR teams is no longer reasonably possible the Employer shall provide the Union as much notice as possible and the parties shall meet to discuss what options are to be implemented to continue provision of similar support to nurses.** The Employer will communicate to members the option to activate ~~CISM~~ **CISR** as well as provide information as to the nature of the support provided by the ~~CISM~~ **CISR** teams. **The parties agree that there shall be a dedicated mental health support unit (over and above EAP), funded by PCOC, and established exclusively for nurses in the bargaining unit.** **The parties shall agree to establish a committee within sixty (60) days of ratification of this agreement to establish the scope duties and terms of reference of the mental health support unit.**	
7A04	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** 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, **harassing or bullying** shall report this to the immediate supervisor. The Employer shall notify the Union ~~as soon as reasonably possible~~ ninety-six (96) hours after the receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties. Any workplace injury or harmful exposure suffered by a nurse shall be reported to the Union no later than ninety-six (96) hours after the report/notification is made to the Employer. Such report to the Union will include the name of the affected nurse, **if the nurse agrees**, and a brief description as to the mechanism of injury/exposure~~, subject to the restrictions and requirements of PHIA.~~ **In regards to respectful workplace; t**here shall be a policy supporting a Respectful Workplace **which shall be provided to the Union** and shall be reviewed annually by the Workplace Health and Safety Committee. Such policy shall address the issue of communication strategies, which will include signage. The Employer's Respectful Workplace policy shall include a commitment to conclude the investigation as quickly as is reasonably possible. **Where a respectful workplace complaint is filed by a nurse, the Employer shall notify the Union of such complaint no later than ten (10) business days following receipt of the complaint.** **Where the Union has concerns regarding the impartiality of an Employer conducted Respectful Workplace Investigation, the Union shall have the right to request the investigation be conducted by an individual from outside the work site. The Employer shall give all due reasonable consideration to such request.**	Adds harassment and bullying to definition of abuse. Allows for the Union to request respectful workplace investigations be conducted from a party outside the Worksite. Union retains the right to grieve. Removes misapplied PHIA exemption. Establishes timeline for Union notification of nurse initiated respectful workplace complaints.

	If a respectful workplace investigation is conducted, a report of findings, or a summary of the report will be shared by the Employer with the complainant and respondent nurses. Where a summary is provided, rather than the full report the Union may request and the Employer shall provide the rationale for the provision of a summary rather than the full report. The complainant and respondent may share the report/summary with thei~~r~~ Union if they wish.	
7A06	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **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.	Provides for the nurse to be paid and returned to work when medically cleared despite awaiting a decision from D&R, WCB or MPI.
NEW 7AXX	**IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **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.**	Precautionary principle now enshrined in the CA which preserves its existence for nurses even if the legislation were to be struck down.
1102	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **Union Management Committee** (a) The Employer and the Union agree to establish and maintain a Union Management Committee at **either** a site comprising the Employers Organization, **or multiple-sites comprised within the same Employers Organization, structure being dependent on mutual agreement between the Employer and the Union. The Union Management Committee will consist of** not less than two (2) persons appointed by each of the parties. Management representatives shall include the designated senior nursing manager at the site **or Employers Organization**. Union representatives shall be nurses employed at the site and shall include the President and/or Vice-President of the Local/Worksite. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The committee shall meet at the request of either party subject to five (5) days' notice being given, but not less than **quarterly** ~~bi-monthly~~ unless otherwise mutually agreed. Other persons may be invited to participate as mutually agreed. The purpose of this committee shall be to discuss/study/make recommendations to the Employer and Union regarding matters of mutual concern at that site **and/or Employer Organization.**	Pilot project language deleted. New committee structure can be established based on mutual agreement between Union and Employer.

	(b) In addition, the Employer and the Union agree to establish and maintain a **Regional** Union Management Committee for the Employers Organization consisting of one (1) nurse from each site in the agreed upon groupings appointed by the Union, and senior management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. The Committee shall meet at the request of either party subject to ten (10) days notice being given, but not less than semi-annually. Other persons may be invited to participate as mutually agreed. This committee shall address concerns as follows: (i) Issues that have been referred by any site**/multi-site** Union Management Committee because they could not be resolved at the site level, or (ii) Issues that have region-wide implication. Where a nurse is required to use their vehicle to travel to attend meetings of this committee at a location other than their work site/office, they shall be reimbursed by the Employer in accordance with the prevailing Province of Manitoba mileage rates. It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective. **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **Delete Employers Organization Union Management Pilot Project Language**	
1103	***Amend to read:*** ***Remainder of language to remain status quo.*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **Nursing Advisory Committee** **(1) Purpose of the Committee** (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** ~~may request and obtain data~~ related to use of additional and/or casual shifts, overtime hours, and vacancies, as well as Agency Nurse utilization with a view to making recommendations relative to the creation of positions and service delivery strategies to ensure the highest quality of patient/client/resident care and compliance with professional nursing standards.	Ensures NAC receives the data in a more timely manner without having to submit a request.
1105	***Amend to read:*** **SHEO, WCHREO** ***NURSING ADVISORY COMMITTEE (NAC) PARTICIPANTS ACUTE CARE*** *Health Sciences Centre Worksite 10* *St. Boniface Nurses ~~Local~~ **Worksite** 5* *Concordia Nurses ~~Local~~ **Worksite** 27* *Misericordia Nurses ~~Local~~ **Worksite** 2* *Grace Nurses Worksite 41* *Victoria Nurses Worksite 3* *Seven Oaks Nurses ~~Local~~ **Worksite** 72*	Editorial.

	Pan Am Nurses Worksite 135 *Regional Programs Nurses Worksite 153* *Riverview Health Centre Nurses ~~Local~~* ***Worksite*** *1a* *Cancer Care Worksite 36* ***Churchill Worksite 67*** ***Selkirk Mental Health Centre Worksite 159***	
1107	**IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **Patient Care Optimization Committee** WHEREAS it is the desire of the Employers Organizations to ensure that quality health care services are delivered to Manitobans through a system which is, to the fullest extent possible, sustainable, accessible, cost-effective, efficient and effective; AND WHEREAS Nurses are an integral part of the delivery of health care services in facilities, programs and communities throughout the province, and have a shared commitment and responsibility for the provision of appropriate, quality health care to Manitobans; AND WHEREAS the Employers Organizations are responsible for the provision of health care services and programs for Manitobans, and as such desire to attract and retain nurses to work as part of the delivery of those services; AND WHEREAS the parties recognize that it is in the best interest of the health care delivery system to have all parties working together towards these mutual goals, and the parties wish to work towards the achievement of these goals through collaborative initiatives to optimize patient care; 1. The Employers Organizations through the Provincial Health Labour Relations Services (PHLRS), and the Union, agree to establish the Patient Care Optimization Committee, which shall have a dual purpose: (a) to make recommendations to the Deputy Minister of Health regarding the identification, development and implementation of system delivery changes that are intended to improve the effectiveness and efficiency of health care service delivery in Manitoba; and (b) to administer and distribute the Patient Care Optimization Allocation, described below, which shall be used to support the following objectives: i. to improve recruitment and retention of nurses where staffing priorities and needs are identified; and ii. to incentivize training or education with respect to identified areas of need in the health care system. 2. The Patient Care Optimization Committee (“Committee”) shall be established as follows: (a) the Committee shall be comprised of equal representation from the Union and Employer representatives through the PHLRS, to a maximum of five (5) representatives each, unless expanded by agreement of the Committee. MNU appointees shall be permitted to participate in Committee functions without loss of salary and or benefits; (b) each of the Union and PHLRS shall nominate an appointee to serve as Committee co-chair; (c) the Committee shall develop Terms of Reference and ensure processes are in place to appropriately authorize distribution of the allocated funds.	Establishes stable funding (16 million per year) for PCOC. Full Time Incentive no longer deducted from PCOC. MOU moved into body of CA.

(d) the Committee shall meet three times per year at minimum, or more frequently as required upon agreement of the Committee. PHLRS shall provide all necessary administrative resources required by the Committee to carry out its functions and mandate;

(e) the Committee shall make recommendations to the Deputy Minister of Health that will include but are not limited to:

i) improving scheduling practices to reduce the use of overtime and agency nurses;
ii) creating a balance of full-time and part-time positions;
iii) improving the quality of work-life balance through the implementation of the group self-scheduling guidelines;
iv) improving weekend staffing resources through broader implementation of the weekend worker;
v) focusing on safe practices and the reduction of WCB injuries; and
vi) ensuring the skill sets of specialty nurses are used to maximum effect in the delivery of quality health services.

The parties agree to commit the necessary resources and expertise to this work.

(f) the Committee will be provided an allocation of Four (4) million per year fiscal year to be allocated solely for the purpose of the Nurses and Recruitment Retention Fund (NRRF) as outlined in the Memorandum of Agreement #_____. The allocated funds for NRRF shall be fully disbursed each year, or any portion thereof may be carried over to the next year by mutual agreement or order of the Arbitrator.

(g) the Committee will be provided an allocation of twelve (12) million per fiscal year for 2024/2025, 2025/2026, 2026/2027 and 2027/2028 ~~$4 million per year~~ and shall be responsible to determine how these funds are to be disbursed to improve recruitment and retention of nurses where staffing priorities and needs are identified and to incentivize training or education with respect to identified areas of need in the health care system. In the event the funds are not fully spent as of March 31 in a given fiscal year the balance shall remain a part of the Patient Care Optimization allocation and carried over into the next fiscal year. For clarity any remaining amount unspent in any fiscal year shall not reduce the twelve (12) million dollar allocation for the next fiscal year.

~~(f) the Committee will be provided an allocation of sixteen $4 16 million per year and shall be responsible to determine how these funds are to be disbursed to improve recruitment and retention of nurses where staffing priorities and needs are identified and to incentivize training or education with respect to identified areas of need in the health care system;~~

(h) the Committee shall make all decisions about the disbursement of the allocated funds by mutual agreement, failing which either party shall have the right to refer any dispute to an arbitrator, who shall be empowered to determine any dispute about how the allocated funds shall be disbursed in accordance with principles as defined in this Article.

~~3. The allocated funds shall be fully disbursed each year, or any portion thereof may be carried over to the next year by mutual agreement or order of the Arbitrator.~~

4. For clarity, to the extent the allocated funds are to be used to incentivize training/education in identified areas of need for recruitment or retention of nurses, the funds shall not be utilized to replace funding the Employer Organizations provide under Article 2407 for education/training/certification, nor for other necessary instruction deemed mandatory for nurses engaged in a specific role/function/assignment or duty.

MOU#31

~~Effective October 14, 2021, the parties agree to create a fund equal to 1% of payroll per fiscal year for the life of this Collective Agreement of approximately $12 million/year (years 2021/22, 2022/23, 2023/24 – pro-rata in current year based on the period post-ratification).~~

~~Such funds will be allocated to the Patient Care Optimization Committee as a separate allocation, and will be divided amongst the following incentives/allowances as per EO proposals summarized below based on the following approximate allocations, with the intention that these incentives/allowances will be paid in the applicable fiscal year.~~

~~*1. One Time ICU Recruitment and Retention Incentive Grant (up to $3,000 – Approx. $1.6 M)*~~
- ~~Grant of up to a maximum of $3,000 depending on EFT (starting at 0.6 EFT) after completion of one year of service within an identified time period (until June 1, 2023).~~

~~2. *Incentive for Full Time Employment (based on $2,000/yr - Approx. $7.9M)*~~
- ~~Annual lump sum payment (qualifying period commencing April 2021, payment after April 2022) of up to $2,000 for full-time nurses (LPN, RN2, or RN3), based on the number of full months the nurse is employed full-time up to March 31st of the qualifying year.~~

~~In the event the fund is not fully spent as of March 31st in a given fiscal year, the remaining balance shall remain a part of the Patient Care Optimization Allocation, to be distributed by the Patient Care Optimization Committee in accordance with the procedure agreed to between the parties for the distribution of the general Patient Care Optimization Allocation.~~

~~The funds for the one-time ICU incentive are intended for the 2022/23 fiscal year only and in the event there are funds remaining, those monies will be added to the PCOA for that fiscal year only. Thereafter, the allocation will be reduced by the amount paid out in 2022/23 for the ICU Incentive.~~

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

~~One Time ICU Recruitment and Retention Incentive Grant~~

~~1. A one-time grant of up to $3,000 will be paid to nurses working in an ICU, including existing staff and new recruits, who meet the criteria as set out below.~~

~~2. The amount paid by the grant is based on the EFT held by the nurse during the one year qualifying period as described below. It will not be adjusted based on hours worked in excess of the nurse's EFT. It will be adjusted if the nurse accepts a new EFT position during the qualifying year, provided the nurse's combined EFT remains a .6 EFT or higher.~~

~~3. A nurse must have 12 months of active service working in an ICU at a minimum of .6 EFT. The grant will be pro-rated for eligible nurses and will receive a one-time payment as per the examples below.~~

- ~~A nurse works 1.0 EFT for 12 months = $3,000~~
- ~~A nurse works a .8 EFT for 12 months = $2,400~~
- ~~A nurse works a .6 EFT for 12 months = $1,800~~
- ~~A nurse works a combination of EFT during the 12-month period with a minimum of .6 EFT, for example .6 EFT for 6 months and 1.0 EFT for 6 months $2,400~~

	~~4. The grant will be payable to an eligible nurse after completion of 12 months of active service in an ICU, with the start of the 12 months commencing after May 1, 2021 and no later than June 1, 2022 and completed no later than June 1, 2023. For clarity, eligibility depends on working a full 12 months of active service in the above time period.~~ ~~5. In order to be eligible, the nurse must have completed the CCNOP prior to June 1, 2022, be working in an ICU, and maintained a .6 EFT or higher or increased their EFT in an ICU over the 12 month period.~~ ~~6. This grant is payable through the Patient Care Optimization Fund as outlined in Article 1107 in the MNU Collective Agreement, and is administered by the Patient Care Optimization Committee.~~ ~~7. The grant payable under this MOU shall be paid as income and shall not attract any accruals or benefits.~~ ~~8. The parties agree that upon acceptance during collective bargaining the details of the grant will be communicated to affected nurses.~~ Incentive for Full Time Employment 1. The parties agree that a Full Time Employment Incentive shall be payable in a lump sum annually to a nurse (LPN, RN2 or RN3) employed in a full-time (1.0 EFT) position during the following periods: • April 1, 2021 – March 31, 2022 • April 1, 2022 – March 31, 2023 • April 1, 2023 – March 31, 2024 • **April 1, 2024 – March 31, 2025** 2. Upon confirmation of the nurse's employment in a full-time position for the above periods, the nurse shall be paid $2,000, on the first off-cycle pay period in May following each qualifying period. For clarity, eligibility depends on being employed in an eligible full-time position on March 31st in each year. **Full-time nurses on an approved WCB claim are considered to be eligible for the full amount.** 3. Nurses going on an approved leave of absence during the year, shall receive the pro-rated amount based on the number of full months the nurse is working full-time during the periods identified above. 4. In the event a nurse secures a full-time position after April 1st in any of the above periods, the incentive payment will be prorated based on the number of full months the nurse is employed full-time up to March 31st of the qualifying year. This incentive payable under this MOU shall be paid as income and shall not attract any accruals or benefits. **Bargaining Note:** NP paid education will be referred to PCOC.	Clarifies nurses on WCB receive Full Time Incentive.
1206	***Amend to read:*** **NHREO** 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.	Editorial.

	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.	
1402	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** ~~***Prior to April 1, 2022 – Refer to MOU #35 Re: Hours of Work***~~ ~~***Effective April 1, 2022:***~~ The meal period will be scheduled by the Employer and will be one-half (.50) of an hour in duration, unless otherwise mutually agreed between the nurse(s) concerned and the Employer. **Delete from WCHREO, NHREO** ~~***Applicable for Home Care Nurses:***~~ ~~*Where a nurse works for five (5) or more consecutive hours, an unpaid meal period of one-half (.50) hour will be provided.*~~	Editorial.
1404	***Amend to read:*** ~~***Prior to April 1, 2022 – Refer***~~ **Delete from WCHREO, PMHREO, NHREO, IEHREO** ~~***Applicable for Home Care Nurses:***~~ ~~*A shift shall not be less than one (1) paid hour nor more than seven and three quarter (7.75) paid hours and shall be governed by the following conditions:*~~ ~~*(a) a nurse shall receive one (1) hour regular salary for any and all client assignments in the first one (1) hour of their work day, and*~~ ~~*(b) a nurse shall receive regular salary for all additional time required to complete any further client assignments up to and including seven and three-quarter (7.75) hours in any one (1) day. Nurses may be required to work split shifts, and in so doing shall receive a premium of twelve dollars ($12.00), and*~~ ~~*(c) shifts shall be inclusive of paid rest periods and exclusive of the unpaid meal period except as per Article 1402 above, and*~~ ~~*(d) This clause shall not, however, prevent trial and implementation of changes in shift length if mutually agreed between a majority of nurses whose schedule is affected, the Union representing those nurses whose schedule is affected, and the Employer. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.*~~	Editorial.

NEW **14XX**	***PMHREO, IEHREO, SHREO, NHREO*** ***Applicable for Public Health Program and Primary Care Program*** **(a) Upon mutual agreement between a nurse and their supervisor, a nurse may work alternate hours during the day or in a bi-weekly period in order to facilitate the provision of services and/or to accommodate the nurse's personal schedule. Such alteration of hours, although subject to Employer approval, is voluntary and at the discretion of the nurse. In instances where working alternate hours under these circumstances results in additional hours being worked in a day or bi-weekly pay period, the nurse shall take the equivalent time off at a time mutually agreeable to the nurse and their supervisor. To the extent practicable, this time off shall occur within four (4) weeks of the nurse having worked the additional hours. It is clearly understood that there is no requirement for the nurse to agree to flex their hours other than on a voluntary basis.** **(b) In instances where additional hours are being scheduled in a day or bi-weekly pay period as a result of direction from the supervisor, compensation for the additional hours worked will be in accordance with Article 16 - Overtime.** **(c) The provisions of Article 1404, Article 16 and Article 17 shall not apply to a nurse working alternate hours in (a) above.** **Bargaining note**: failure to agree to flex shall in no way result in any detrimental or disciplinary consequence to the nurse or elimination from the position.	Expand flex time provision language to rural EOs. Reinforce flex time is entirely voluntary.
1501	***Amend to read:*** **WCHREO** Shift schedules for a minimum of a four (4) week period shall be posted at least two (2) weeks in advance of the beginning of the scheduled period. Shifts within the minimum four (4) week period shall not be altered after posting except by mutual agreement between the nurse(s) concerned and the Employer. Requests for specific days off duty shall be submitted in writing at least two (2) weeks prior to posting and granted if possible in the judgment of the Employer. ***Applicable @ Churchill site only:*** **Due to the remoteness of the Churchill site and the difficulty of booking travel from there, the Employer shall have the Christmas schedule (the period between December 15th-January 15th) completed and posted by October 15th of each year.**	Allows Churchill to post shift schedules beyond the minimum 4 weeks to permit travel plans over Christmas.
1503	***Amend to read:*** ***Implementation date 6 months post ratification*** **WCHREO** ***Victoria General Hospital and Misericordia Health Centre sites only:*** Night shift shall be considered as the ~~last~~ **first** shift of each calendar day. **Bargaining Note:** effective two (2) full pay periods after ratification, the following will apply with respect to Weekend Premium: - The Weekend Premium rate will be as described in Article 1704 and will apply to the following shifts: Friday evening shift, all shifts on Saturday & Sunday. - This continues until six (6) months post ratification at which time the provisions of Article 1704 will apply.	Standardizing language to allow for consistency of application of the new expanded weekend premium.

1505	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **Group Self-Scheduling** A. The following conditions and understandings apply to Group Self-Scheduling: 1. The procedure to be followed for Group Self-Scheduling shall be as follows: (a) A meeting of all nurses on the unit/worksite/program who wish to participate in Group Self-Scheduling and the Employer (as designated) will be held to discuss **the Group Self-Scheduling Guidelines** ~~tentative unit/worksite/program specific Group Self-Scheduling guidelines~~, the Master Rotation, ~~the Group Self Schedule~~ and **the** proposed date of commencement of the initial ~~test~~ **trial** period. A letter will be forwarded to the ~~Local~~/Worksite President to inform them of the ~~proposed changes~~ **commencement of the trial period.** (b) The length of the initial trial period for Group Self-Scheduling shall be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer. (c) Six (6) weeks prior to the completion of the initial trial period, a meeting of all participating nurses on the unit/worksite/program and the Employer will be held to evaluate Group Self-Scheduling. 2. Upon mutual agreement between the Employer and the Union the Group Self Schedule shall continue for a minimum duration of an additional six (6) months. The Employer shall not unreasonably withhold its agreement. In the event the parties are not able to agree the Collective Agreement provision on Hours of Work, Article 14 shall apply. The Group Self-Schedule may be cancelled at the end of any six month period by either the Employer or the Union by giving written notice of at least six (6) weeks to the other party of its desire to terminate the agreement. The notice shall coincide with the effective date of the implementation of the existing/new master rotation for the unit/worksite/program. This date must commence with the beginning of a new pay period. 3. Group Self-Scheduling shall not result in any additional costs to the Employer 4. All full-time and part-time nurses on a unit/worksite/program may participate in Group Self- Scheduling. 5. Terms and conditions of the Collective Agreement, Appendices and Supplementary Memorandums of Understanding shall remain in full force and effect**, except as outlined in 6. below**. 6. ~~Unit/worksite/program specific guidelines for Group Self-Scheduling shall be established/revised for each unit/worksite/program in consultation with, and agreement by, the Union.~~ All self-scheduling groups shall follow the attached **Self-Scheduling Guidelines** ~~general guidelines and are subject to approval by both the Union and the Employer~~. The **scheduling** provisions of ~~the Collective Agreement~~ **Article 1504 (a) to (f) inclusive do not apply to the Group Self-Schedule.** ~~including hours of work, shift schedules and overtime shall be adhered to.~~ 7. The Master Rotation must be in place for each unit/worksite/program in accordance with the provisions of Article 1504 of the MNU Collective Agreement. It is understood that any nurse(s) who requests to be scheduled in accordance with their line on the Master	Simplifies and clarifies language.

Rotation shall be permitted to do so. All nurses hired into a position(s) on the unit/worksite/program shall be provided with the option of following the Master Rotation or Group Self-Schedule, however, the nurse(s) shall complete the Group Self-Schedule for the remainder of the posted shift schedule.

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

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

B. **GROUP SELF-SCHEDULING GUIDELINES**

Group Self-Scheduling is intended to promote, recruit, retain, engage and offer nurses the opportunity to have flexibility in their work schedules. ~~The Key to success is co-operation. We must also remember to be fair, responsible and keep an open mind. The Group Self-Scheduling process will benefit each one of us by allowing more freedom of choice. At the same time we must keep in mind that first and foremost the~~ **This is balanced with the** unit/worksite/program **being** ~~must be~~ staffed properly **to ensure patient/resident/client care requirements are met**.

~~**General Information**~~

~~1. The unit/worksite/program specific Group Self-Scheduling guidelines must follow the provisions of the Collective Agreement.~~

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

~~**3.** The out-of-scope Manager/designate has the responsibility of overseeing the process and has final authority in resolving issues. However such authority is to be exercised reasonably and in accordance with the principles described herein.~~

~~4. To form a self-scheduling group, nurses must be of equal competency and skill sets. Where necessary, consideration must also be given to ensuring that there are nurses who are able to take charge/special skill assignments (e.g. triage, LDRP, OR, clinic etc.) based on the Employer Master Rotation requirements.~~

~~5. Group Self-Scheduling meetings shall be held at least once a year so that there is a forum for all participating nurses to voice concerns or make suggestions for change. Attendance is voluntary and all nurses on the unit/worksite/program shall be invited.~~

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

C. ~~**GUIDELINES**~~

	1. The Employer established Master Rotation will be used as the basis for each nurse within the Group Self-Scheduling unit/worksite/program. **Only occupied Master Rotation lines can be used for Self-Scheduling.** 2. **A Self-Scheduling Group can consist of two (2) or more nurses on the same unit/worksite/program who agree to work together and take responsibility for coordinating and selecting their scheduled shifts within the combined Master Rotation schedules of the group over the scheduling period. Each nurse must meet their current EFT requirement within the posted shift schedule and the additional requirements contained herein.** **3. The out-of-scope Manager/designate has the responsibility of overseeing the process and has final authority in resolving issues. However, such authority is to be exercised reasonably and in accordance with the principles described herein.** **4. To form a self-scheduling group, nurses must be of equal competency and skill sets. Where necessary, consideration must also be given to ensuring that there are nurses who are able to take charge/special skill assignments (e.g. triage, LDRP, OR, clinic, etc.) based on the Employer Master Rotation requirements.** 5. Nurses within the self-scheduling group are not allowed to schedule themselves in a way that would incur any overtime costs. ~~unless pre-approved by their out of scope Manager/ designate.~~ **6.** Each nurse must work a minimum of one (1) shift within each pay period. **The Employer will establish a process to allow for the elimination of this requirement no later than twenty-four (24) months after the date of ratification of this Agreement. The parties agree this requirement will be invalidated upon establishment of such process but in any case no later than twenty-four (24) months after date of ratification.** 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. EFT requirements will be averaged over the six (6), three (3) or two (2) consecutive bi-weekly periods in the shift schedule pattern as applicable, or where it exists.~~ ~~9.~~ The out of scope Manager/designate will receive the proposed schedule of the self-scheduling group no later than two (2) weeks prior to the required posting date for the schedule period. The out of scope Manager/designate must approve the proposed schedule prior to it being posted as part of the unit/worksite/program posted schedule. Such approval is not to be unreasonably denied. If approval is denied, the Employer will notify the Union in writing as soon as practicable, such notification to include the reasons for denial. ~~10.~~ Vacation scheduling will be done in accordance with Article 21. ~~11.~~ All changes to the self-scheduling group schedule must be confirmed with the out of scope Manager/designate. ~~in accordance with Article 1502.~~ **~~12.~~ Group Self-Scheduling meetings shall be held at least once a year so that there is a forum for all participating nurses to voice concerns or make suggestions for change. Attendance is voluntary and all nurses on the unit/worksite/program shall be invited.**	Commits the Employer to work towards an ability for nurses to maintain benefits even if not working or in receipt of pay during a pay period.
1601	***Amend to read:***	Editorial.

	IEHREO, PMHREO, SHREO Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern in effect on each nursing unit for full-time nurses or the normal full-time hours in two (2) consecutive bi-weekly periods for part-time nurses. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1602. Authorization must be obtained prior to the start of any overtime work except in emergency situations. The Employer agrees the authorization in these emergency situations will not be unreasonably withheld. Payment for overtime worked when emergency circumstances prevent prior authorization shall be subject to a claim accompanied by a special written report prepared by the nurse before leaving the facility/site substantiating the reason for the overtime work. ~~***Applicable for Community Health Nurses (n/a effective April 1, 2022):***~~ ~~*Effective October 14, 2021, overtime shall be authorized time worked in excess of eighty (80) hours in a bi-weekly period and will be paid at two (2.0) times their basic salary.*~~ **NHREO** 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 both full-time and part-time nurses. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 1602. Authorization must be obtained prior to the start of any overtime work except in emergency situations. The Employer agrees the authorization in these emergency situations will not be unreasonably withheld. Payment for overtime worked when emergency circumstances prevent prior authorization shall be subject to a claim accompanied by a special written report prepared by the nurse before leaving the facility/site substantiating the reason for the overtime work. ~~***Applicable for Community Health Nurses (n/a effective April 1, 2022):***~~ ~~*Effective October 14, 2021, overtime shall be authorized time worked in excess of eighty (80) hours in a bi-weekly period and will be paid at two times their basic salary.*~~	
1602	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** ~~Effective October 14, 2021, e~~**E**ach 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.	Editorial
1609	***Amend to read:*** **IEHREO, SHREO** A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular shift shall receive a meal voucher for the facility cafeteria to cover the cost of a meal of up to of ~~eight dollars ($8.00) [ten dollars ($10.00) effective October 14, 2021],~~ **twelve dollars ($12.00) effective date of ratification** or if this is not possible, a meal allowance of ~~eight dollars ($8.00) [ten dollars ($10.00) effective October 14, 2021]~~ **twelve dollars ($12.00) effective date of ratification** shall be provided.	Increase in meal allowance.

	Applicable for Home Care Nurses: *A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular hours of work shall be provided with a meal allowance of ~~eight dollars ($8.00) [ten dollars ($10.00)~~ ~~effective October 14, 2021]~~* **twelve dollars ($12.00) effective date of ratification**. **NHREO** When a nurse is required to work overtime without advance notice for a period in excess of two (2) hours immediately following their scheduled shift, the Employer shall provide a meal at no cost to the nurse. ***Applicable for Home Care Nurses:*** *A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular hours of work shall be provided with a meal allowance ~~of eight dollars ($8.00) [ten dollars ($10.00) effective October 14, 2021].~~* **twelve dollars ($12.00) effective date of ratification.** **PMHREO (n/a @ former Brandon RHA and Dinsdale)** A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular shift shall receive a meal voucher for the facility cafeteria to cover the cost of a meal of up to ~~eight dollars ($8.00) [ten dollars ($10.00) effective October 14, 2021],~~ **twelve dollars ($12.00) effective date of ratification** or if this is not possible, a meal allowance of ~~eight dollars ($8.00) [ten dollars ($10.00) effective October 14, 2021]~~ **twelve dollars ($12.00) effective date of ratification** shall be provided. ***Applicable @ former Brandon RHA and Dinsdale*:** When a nurse is required to work overtime without advance notice for a period in excess of two (2) hours immediately following their scheduled shift, the Employer shall provide a meal at no cost to the nurse. ***Applicable for Home Care Nurses:*** *A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular hours of work shall be provided with a meal allowance of ~~eight dollars ($8.00) [ten dollars ($10.00)~~ ~~effective October 14, 2021].~~* **twelve dollars ($12.00) effective date of ratification.** **WCHREO** A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular shift shall receive a meal voucher for the facility cafeteria to cover the cost of a meal of up to ~~of eight dollars ($8.00) [ten dollars ($10.00) effective October 14, 2021],~~ **twelve dollars ($12.00) effective date of ratification** or if this is not possible, a meal allowance of ~~eight dollars ($8.00) [ten dollars ($10.00) effective October 14, 2021]~~ **twelve dollars ($12.00) effective date of ratification** shall be provided. ***Applicable for Home Care Nurses:*** *A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular hours of work shall be provided with a meal allowance of ~~eight dollars ($8.00) [ten dollars ($10.00)~~ ~~effective October 14, 2021].~~* **twelve dollars ($12.00) effective date of ratification.** ***Applicable for Grace General Hospital site only:***	

	When a nurse is required to work overtime without advance notice for a period in excess of two (2) hours following their assigned shift, the Employer shall provide a meal at no cost to the nurse. **SHEO** A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following their regular shift shall receive a meal voucher for the facility cafeteria to cover the cost of a meal of up to of ~~eight dollars ($8.00) [ten dollars ($10.00) effective October 14, 2021],~~ **twelve dollars ($12.00) effective date of ratification** or if this is not possible, a meal allowance of ~~eight dollars ($8.00) [ten dollars ($10.00) effective October 14, 2021]~~ **twelve dollars ($12.00) effective date of ratification** shall be provided.	
NEW 16XX	***Relocated from Article 1504*** **IEHREO, SHREO, SHEO, PMHREO, WCHREO, NHREO** 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.	
1701 (a)	***Amend to read:*** **IEHREO, SHREO, SHEO, PMHREO, WCHREO, NHREO *(n/a @ St. Boniface Hospital site)*** (a) An evening shift premium of ~~one dollar and seventy-five cents ($1.75) [two dollars ($2.00) effective October 14, 2021]~~ **two dollars and twenty-five cents ($2.25) effective date of ratification** per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of the hours on that shift fall between 1800 hours and the next succeeding 2400 hours. (b) A night shift premium of ~~two dollars and fifty cents ($2.50) [three dollars and fifty cents ($3.50) effective October 14, 2021]~~ **three dollars and seventy-five cents ($3.75) effective date of ratification** 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. **WCHREO** ***Applicable for St. Boniface Hospital site only:*** A premium of ~~one dollar and seventy-five cents ($1.75) [two dollars ($2.00) effective October 14, 2021]~~ **two dollars and twenty-five cents ($2.25) effective date of ratification** per hour shall be paid to nurses for all hours worked on the Evening shift between 1530 and 2345 hours, except for the periods from 1530 hours to 1545 hours on the Day shift. A premium of ~~two dollars and fifty cents ($2.50) [three dollars and fifty cents ($3.50) effective October 14, 2021]~~ **three dollars and seventy-five cents ($3.75) effective date of ratification** per hour shall be paid to all nurses for all hours worked on the eight (8) hour night shift between 2330 and 0745 hours and between 1930 and 0755 hours for the twelve (12) hour night shift. The Night shift premium shall not be applicable from 0730 to 0745 hours on the Day shift. The above premiums are applicable to any overtime hours worked between 1530 hours and 0730 hours whether paid in money or time off.	Increase from $2.00 to $2.25/hour in evening shift premium effective date of ratification. Increase from $3.50 to $3.75/hour in evening shift premium effective date of ratification.
1704	***Amend to read:*** **IEHREO, SHREO, SHEO, PMHREO, WCHREO, NHREO**	Increase in weekend premium and increase shifts to which weekend premium is applied.

	Effective two (2) full pay periods post ratification, ~~**A a**~~ weekend premium of ~~**two ($2.00)**~~ **five dollars and seventy-five cents ($5.75)** ~~dollars~~ 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 .** ~~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.~~ **This applies to the payment of weekend premium only and shall not change the definition of a weekend under Article 303.**	
NEW 17XX	**IEHREO, SHREO, PMHREO, WCHREO, NHREO, SHEO** **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 is 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.** **Nurses occupying a 1.0 EFT Weekend Worker will be considered as full time and eligible for any full time incentives.**	Enshrines Full Time Weekend Worker into the CA from the former incentives. Expands to include 8 hour shifts as well as 12 hour shifts. Equates 1872 to 2015 hours for the purposes of annual pay. Also provides for the Employer to implement Weekend Worker where need is obvious.
NEW 17XX	**IEHREO, SHREO, PMHREO, WCHREO, NHREO, SHEO** *Move MOU #15. to Article 17XX.* Where the Employer chooses to implement a Weekend Worker position(s) the Employer and the Union mutually agree that the following shall apply: (a) All provisions of the Collective Agreement shall apply except as noted herein. (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s). (c) A nurse working a weekend schedule will be scheduled to work on every weekend. This may include working one or all days on the weekend as well as shifts during the week. Article 1504(d) and 3404 shall not apply to Weekend Workers. (d) Weekend Workers positions shall be posted in accordance with the provisions of the Collective Agreement.	

	(e) A nurse replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non Weekend Worker shall be paid at their Weekend Worker rate of pay for the interchanged shift. (f) A Weekend Worker who picks up additional available shifts shall not receive the Weekend Worker rate of pay for such shifts. (g) The establishment and/or existence of a Weekend Worker shall not form the basis for reclassification and/or pay adjustments of any classification under the Collective Agreement. (h) The Employer maintains the right to discontinue a Weekend Worker schedule with a minimum of six (6) weeks notice, at which time the schedule may be converted to normal scheduling requirements pursuant to the Collective Agreement and the rate of pay shall revert to the prevailing rate of pay for that occupational classification. Deletion of Weekend Worker incumbents is not required for schedule conversions where there are no other changes in the position except the conversion from a Weekend Worker rotation to a regular rotation. (i) Appendix "A" – Salaries for Weekend Worker positions shall be fifteen percent (15%) higher than the prevailing rate for that occupational classification.	
NEW 17XX	**IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** **ICU Premium** **A premium of three dollars ($3.00) per hour effective thirty (30) days post ratification will be provided to nurses for all paid hours worked in an Intensive Care Unit. (HSC, St. Boniface, Grace and Brandon, or anywhere else a new ICU is introduced)**	Replaces previous ICU COVID premiums which are due to expire 30 days post ratification. Now enshrined in CA rather than temporary circumstance.
NEW 17XX	**IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** **ED (with ICU) Premium** **A premium of four dollars ($4.00) per hour effective thirty (30) days post ratification will be provided to nurses for all paid hours worked in an Emergency Department where an ICU exists in the same facility. (HSC, St. Boniface, Grace and Brandon, and any other hospital where an ED (with an ICU) is introduced in the future)**	Replaces previous ED COVID premiums which are due to expire 30 days post ratification. Now enshrined in CA rather than temporary circumstance.
NEW 17XX	**IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** **ED/Urgent Care Premium (without ICU)** **A premium of two dollars ($2.00) per hour effective thirty (30) days post ratification will be provided to nurses for all paid hours worked in an Emergency Department/Urgent Care. (Concordia, Seven Oaks, Victoria, Dauphin, Swan River, The Pas, Flin Flon, Thompson, Selkirk, Portage La Prairie, Neepawa, Boundary Trails, Bethesda and any other facility in future where nurses are exclusively dedicated to staffing an ED/Urgent Care.**	Adds a premium to standalone EDs and Urgent Care Centres.
NEW 17XX	**IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** **Triage Premium (for facilities where above premiums apply)** **A premium of two dollars ($2.00) per hour for all hours where a nurse is assigned to triage duties effective thirty (30) days post ratification. In all facilities as per 17XX & 17XX (ED with ICU – ED/UC without ICU).**	New premium for assigned triage duties in ED with ICU and ED/UC without ICU.
1809 (WCHREO)	***Amend to read:***	Adds Cardiac Catheterization Lab as they have moved to St. Boniface Hospital.

	Applicable for St. Boniface Hospital site (Cardiac Operating Room and Cardiac Catheterization Laboratory nurses excluded), Misericordia Health Centre site (Operating Room nurses excluded), and Victoria General Hospital site (Operating Room and PACU nurses excluded) only: A nurse may be required by the Employer to be available for duty for a period of not more than sixteen (16) hours consecutively unless otherwise agreed to between the nurse and the Employer.	
1810 (WCHREO)	***Amend to read:*** ***Applicable for St. Boniface Hospital site (Cardiac Operating Room and Cardiac Catheterization Laboratory nurses excluded), Misericordia Health Centre site (Operating Room nurses excluded), and Victoria General Hospital site (Operating Room and PACU nurses excluded) only:*** A nurse shall not be required to be on standby during the evening prior to or on their scheduled days off, or on a change over from Day Shift to Evening Shift unless otherwise mutually agreed between the nurse and the Employer. ***NOTE**: Please reference MOU Re: Article 18 Exclusions Waiver.*	Adds Cardiac Catheterization Lab as they have moved to St. Boniface Hospital.
1901	***Amend to read:*** **IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** A nurse assigned to perform all or substantially all the responsibilities of a more senior classification for at least two (2) consecutive hours or for the entirety of their shift, or a nurse designated as being "in charge" shall be compensated by an allowance of **two dollars ($2.00) [effective date of ratification]** ~~one dollar ($1.00)~~ for each hour worked, except for a Nurse III temporarily replacing a Nurse IV. A Licensed Practical Nurse will receive responsibility pay when they are assigned charge nurse responsibilities by the Employer. For temporary assignments of promotion of more than four (4) weeks in length, the terms of Article 2801 herein shall be applicable to salary rates.	Increase of Responsibility Pay from $1.00 to $2.00.
NEW 19XX	**IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** ***Effective date of ratification*** **Clinical Mentorship** **The parties recognize that quality nursing practice is essential to the provision of safe patient care. Practical nursing skills are largely learned on the unit, whether through the consolidation of skills as new nurses, or through continuous learning as nurses progress through their careers.** **The parties agree that nurses benefit from consistent, experienced mentorship and support at the unit level. Increasing clinical mentorship also aids with skill development, retention and recruitment and the promotion of safe patient care.** **The primary function of the Clinical Mentor will be to act as a guide, role model, and advisor who facilitates debriefings, and shares practical, day to day, applied knowledge with other nurses. Clinical Mentors will primarily be responsible for providing rapid, just in time clinical mentorship on the unit, department, or program. They will also work in conjunction with nurse educators to provide on-going guidance to ensure competence in the area of practice. Any education by the Clinical Mentor to the mentee will not replace that of the Nurse educator nor will a Clinical Mentor's duties replace, or act in substitution of, the tasks, duties and responsibilities of the Nurse Educator.**	New Mentorship Classification created (Nurse III) as well as Mentorship designation for senior nurses including Mentorship premium of $2.00/hr.

	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 MOU #21 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** **(i) Where the Employer identifies the need for a mentorship position, the Employer shall post such position clearly identifying the area(s) of the clinical mentorship assignment.** **(ii) Clinical Mentors will be included on the master rotation and be scheduled in accordance with Article 15 to work on day, evening, night and weekend shifts. Clinical Mentors will be paid at a Nurse III rate of pay and will not carry a caseload.** **Where the Employer creates a position, a job description will be developed and shared with the union in accordance with the provisions of the collective agreement.** **(iii) When establishing a Clinical Mentor position the qualifications established by the Employer shall include at minimum three (3) years of recent nursing experience (non-specialized area), and recent, relevant experience in the respective practice area in which they will provide mentorship. For specialty areas, five years of recent experience in the specialty area is required. The Employer shall provide to the Union a list of specialty areas no later than sixty (60) days after ratification of this agreement.** **B. Clinical Mentorship- Designation Program** **A nurse may request consideration to participate in the Clinical Mentorship Designated Program in accordance with the following:** **a) (i) A nurse who is eligible to retire within four (4) years as at date of written request to the Employer without early retirement penalty or, is in receipt of pension, shall be eligible for consideration to participate in the Clinical Mentorship Designation Program (Program).** **(ii) This Program is applicable to nurses who hold a 0.7 EFT or higher.** **(iii) A nurse participating in the Program shall continue to earn salary at the nurse's current EFT and classification. Subject to mutual agreement the nurse's schedule can be changed to accommodate the needs of the mentees or the mentee's schedule. For the hours assigned to mentorship duties, the nurse shall be paid a premium of two dollars ($2.00) per hour.** **(b) Where the Employer approves a nurse to be enrolled in the Mentorship Designation Program, the nurse shall:** **(i) officially notify the Employer of their intended retirement date, such retirement date being up to four (4) years from the commencement date of the Program as agreed by the nurse and the Employer; and** **(ii) after a period of up to four (4) years participating in the Program, commence retirement, unless otherwise agreed between the nurse and the Employer. The Employer shall inform the union of all such agreements.** **(c) After a period of 4 years, if retirement is not commenced, then the Employer reserves the right to determine if continuance of the role is required.** **(e) Vacation planning will be selected as per the MNU Vacation Scheduling Guidelines.** **(f) The Program shall be reviewed by the Employer and the nurse on at least an annual basis.** **(g) Where the Employer no longer has a need for the clinical mentor designation, the nurse shall maintain their EFT and classification.**	

2002	***Amend to read:*** **IEHREO, SHREO, PMHREO, NHREO** A nurse required to return to the site/worksite/facility on a callback as referenced in Article 1803 shall receive: (a) return transportation provided by the Employer, or (b) if the nurse elects to use their own vehicle, they shall be reimbursed for all travel in accordance with the prevailing Province of Manitoba mileage rates, subject to a minimum guarantee of ~~$4.00~~ **five dollars ($5.00) effective date of ratification** and a maximum payment of ~~twenty-five ($25.00) dollars~~ [thirty ($30.00) dollars **effective date of ratification** ~~effective October 14, 2021~~]. It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.	Increase minimum mileage amount from $4.00 to $5.00.
2006	***Amend to read:*** ~~***Additional for Home Care:***~~ ~~*Where bus and taxi transportation is authorized for travel between work locations, the nurse shall be reimbursed transportation expenses.*~~	Editorial.
2101	***Amend to read:*** **IEHREO** Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from May 1st to April 30th ***(April 1st to March 31st @ Betel Home Foundation)***. The dates used to calculate vacation earned shall be from the end of the last full pay period of April ***(March @ Betel Home Foundation)*** in one vacation accrual year to the end of the last full pay period of the following April ***(March @ Betel Home Foundation)***. Vacation earned in any vacation year is taken in the following vacation year. The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to ~~three (3)~~ **five (5)** days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501. ~~The above Article is subject to MOU #41 Re: Article 2101 & 2109 and MOU #35 Re: Hours of Work.~~ **NHREO** 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.	Increase ability to retain up to 5 vacation days for personal reasons (single day use).

	The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to ~~three (3)~~ **five (5)** days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501. **PMHREO** Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from May 1st to April 30th ***(April 1st to March 31st @ Dinsdale Personal Care Home and Winnipegosis Health Centre)***. The dates used to calculate vacation earned shall be from the end of the last full pay period of April ***(March @ Dinsdale Personal Care Home and Winnipegosis Health Centre)*** in one vacation accrual year to the end of the last full pay period of the following April ***(March @ Dinsdale Personal Care Home and Winnipegosis Health Centre)***. Vacation earned in any vacation year is taken in the following vacation year. The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to ~~three (3)~~ **five (5)** days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501. ~~The above Article is subject to MOU #41 Re: Article 2101 & 2109 and MOU #35 Re: Hours of Work.~~ **SHREO** Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from May 1st to April 30th ***(April 1st to March 31st @ Villa Youville)***. The dates used to calculate vacation earned shall be from the end of the last full pay period of April ***(March @ Villa Youville)*** in one vacation accrual year to the end of the last full pay period of the following April ***(March @ Villa Youville)***. Vacation earned in any vacation year is taken in the following vacation year. The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to ~~three (3)~~ **five (5)** days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501. ~~The above Article is subject to MOU #41 Re: Article 2101 & 2109 and MOU #35 Re: Hours of Work.~~ **SHEO** Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from May 1st to April 30th ***(April 1st to March 31st @ Crisis Response Services, MAID Services, Breast Health Centre, Selkirk Mental Health Centre and Manitoba Adolescent Treatment Centre)***. The dates used to calculate vacation earned shall be from the end of the last full pay period of April ***(March @ Crisis Response Services, MAID Services, Breast Health Centre, Manitoba Adolescent Treatment Centre and Selkirk Mental Health Centre)*** in one vacation accrual year to the end of the last full pay period of the following April ***(March @ Crisis Response Services, MAID Services, Breast Health Centre, Manitoba Adolescent Treatment Centre and Selkirk Mental Health Centre)***. Vacation earned in any vacation year is taken in the following vacation year. The whole of the calendar year shall be available for the taking of accrued vacation time.	

	The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to ~~three (3)~~ **five (5)** days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501. ~~The above Article is subject to MOU #41 Re: Article 2101 & 2109 and MOU #35 Re: Hours of Work.~~ **WCHREO** Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [thirty-eight point seven five (38.75) hours] equals one (1) calendar week. The vacation year shall be from May 1st to April 30th*. ***April 1st to March 31st @*** **[Table]** ***June 1st to May 31st @ Holy Family Home and LHC Personal Care Home*** 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. ***March @*** **{Table]** ***May @ Holy Family Home and LHC Personal Care Home.*** The nurse shall have the right to request which day of the week their vacation begins. Upon request, a nurse may be permitted to retain up to ~~three (3)~~ **five (5)** days of their regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501. ~~The above Article is subject to MOU #41 Re: Article 2101 & 2109 and MOU #35 Re: Hours of Work.~~	
2103	(a) Except as provided in subsection (b) hereinafter, nurses shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates: Length of Employment Rate at Which Vacation Earned	Improves accrual of vacation: 1 year earlier starting the 9th year of entitlement.

	In the first three (3) years — Fifteen (15) days/three (3) weeks [116.25 hours] per year In the fourth (4th) to ~~tenth (10th)~~ **ninth (9th)** year inclusive — Twenty (20) days/four (4) weeks [155 hours] per year In the ~~eleventh (11th) to twentieth (20th)~~ **tenth (10th) to nineteenth (19th)** year inclusive — Twenty-five (25) days/five (5) weeks [193.75 hours] per year In the **twentieth (20th)** ~~twenty-first (21st)~~ and subsequent years — Thirty (30) days/six (6) weeks [232.50 hours] per year ***Applicable for Churchill Health Centre site & NHREO only***: Except as provided in subsection (b) hereinafter, nurses shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates: Length of Employment — Rate at Which Vacation Earned In the first three (3) years — Twenty (20) days/four (4) weeks (155 hours) per year In the fourth (4th) to ~~tenth (10th)~~ **ninth (9th)** year inclusive — Twenty-five (25) days/five (5) weeks (193.75 hours) per year In the ~~eleventh (11th) to twentieth (20th)~~ **tenth (10th) to nineteenth (19th)** year inclusive — Thirty (30) days/six (6) weeks (232.50 hours) per year In the **twentieth (20th)** ~~twenty-first (21st)~~ and subsequent years — Thirty-five (35) days/seven (7) weeks (271.25 hours) per year ***Applicable to all EOs*** (b) **Effective vacation year 2025/2026:** In addition to (a) above, all nurses employed in the Nurse IV or Nurse V occupational classifications shall be entitled to paid vacation calculated on the basis of vacation earned at a rate which is five (5) days more than the rates at which vacation is earned in (a). ~~This provision shall apply to nurses employed in the classification of Nurse IV or higher on April 1, 1998. This Article will not apply to nurses who are newly employed as or reclassified to Nurse IV or higher after April 1, 1998.~~ (c) Vacation entitlement for the vacation year following completion of the 3rd, ~~10~~9th and ~~20~~-19th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation. ***Additional for Churchill Health Centre site only***: (d) Vacation travel assistance shall be paid once annually commencing with the nurse's second (2nd) year of employment, and shall consist of economy return airfare, or its equivalent from Churchill to Winnipeg. Commencing in the nurse's sixth (6th) year of employment and each year thereafter, the amount of vacation travel assistance shall consist of two (2) times economy return airfare, or its equivalent from Churchill to Winnipeg.	Adds 1 week of vacation accrual starting the 2025/26 vacation year to Nurse IV, Nurse V, CNS & NP.

Travel assistance shall be provided for nurses only and shall be issued not later than the nurse's last day of work prior to taking vacation. Unused travel assistance shall not be paid on termination of employment.

In the event of the discontinuation of scheduled commercial flights between Churchill and Winnipeg, the amounts referred to above shall be equal to the rates in effect prior to such discontinuation.

It is understood that Vacation Travel Assistance shall be used solely for the purpose of aiding a nurse leaving the Churchill area utilizing commercial transportation when on vacation, banked time off, and/or any combination of the two, and such assistance shall not be paid for any other purpose.

The following shall apply to all Nurse Practitioner (NP) **and Clinical Nurse Specialists (CNS)** positions.

~~1. APPENDIX "B" shall apply effective April 1, 2021.~~

Applicable @ SHEO, WCHREO, IEHREO, PMHREO, SHREO

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

Length of Employment	Rates at Which Vacation Earned
In the first ~~ten (10)~~ **nine (9)** years	~~Twenty (20) days/four (4) weeks (155 hours) per year~~ Twenty-five (25) days/five (5) weeks (193.75 hours) per year
In the ~~eleventh (11th) to twentieth (20th)~~ **tenth (10th) to nineteenth (19th)** year inclusive	~~Twenty five (25) days/five (5) weeks (193.75 hours) per year~~ Thirty (30) days/six (6) weeks (232.50 hours) per year
In the **twentieth (20th)** ~~twenty-first (21st)~~ and subsequent years	Thirty (3~~0~~) days/~~six (6)~~ **seven** (7) weeks (~~232.50~~ **264.25** hours) per year

Applicable for Churchill Health Centre site & NHREO only:

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

Length of Employment	Rates at Which Vacation Earned
In the first ~~ten (10)~~ **nine (9)** years	~~Twenty (20) days/four (4) weeks (155 hours) per year~~ Thirty (30) days/five (6) weeks (232.50 hours) per year
In the ~~eleventh (11th) to twentieth (20th)~~ **tenth (10th) to nineteenth (19th)** year inclusive	~~Twenty five (25) days/five (5) weeks (193.75 hours) per year~~ Thirty (35) days/six (7) weeks (264.25 hours) per year
In the **twentieth (20th)** ~~twenty-first (21st)~~ and subsequent years	~~Thirty (30)~~ **Forty (40)** days/~~six (6)~~ **eight (8)** weeks (~~232.50~~ **302** hours) per year

Bargaining Note: Commencing with accruals in 2024/25 vacation year to be taken in the 2025/26 vacation year.

2109	**IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** *Amend the following sentence:* All of the nurse's earned vacation must be chosen at this time except for the ~~three (3)~~ **five (5)** days as per Article 2101. *Rest of Article remains status quo for all EOs*	Increase ability to retain up to 5 vacation days for personal reasons (single day use).
2206	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** 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.**	Enshrines payout of stats at 1.5x in the language of the CA and carryover of 4 days.
2207	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, WCHREO, SHEO** ~~***Effective April 1, 2022***~~*:* For the purpose of this Article, a day is equivalent to seven and three-quarter (7.75) hours.	Editorial.
2302	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, WCHREO, SHEO** **Effective April 1, 2027:** ~~E~~each nurse shall accumulate income protection at the rate of ~~one and one-quarter (1.25)~~ **one and one-half (1.5)** days for each full month of employment. **NOTE**: **For each one and one-half days (1.5)** ~~one and one-quarter (1.25) 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)** ~~quarter (.25)~~ **of a day* (20%)** shall be reserved for either the nurse's personal use as outlined in Article 2301, or for use in the event of family illness as specified in Article 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes. (*In the nurse's first year of employment, amend "one day" to read "three-quarters of a day" and amend "one-quarter of a day" to read "one-half of a day".)	Increase of income protection accumulation to 1.5 days effective April 1, 2027.
2303 (b)	***Amend to read:*** **IEHREO, SHREO, PMHREO, NHREO, WCHREO, SHEO** (i) **Where a** ~~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** ~~may~~ elect to submit an application to the Employer ~~requesting~~ **directing** that the Employer supplement the WCB/MPI payments. **Such notification shall include clear instructions on obtaining, completing and submitting the application**	Obligates Employer to clarify and provide timely opportunity for nurses to access income protection for the purposes of top up while on WCB or MPI claim.

	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 ~~is less~~ **comes first.** (ii) Subject to the provisions of each plan, the nurse may request the Employer to reimburse the nurse from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, Disability & Rehabilitation plan, **extended benefit plan** and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance the, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes. (iii) Further to this, the Employer shall notify Workers Compensation/ Manitoba Public Insurance of salary adjustments at the time they occur. (iv) In accordance with Section 41(6)(b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the WCB by January 1, 1994 so that the WCB may determine whether or not the supplements referenced in Article 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.	
2309	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** As soon as a nurse is aware of a date upon which surgery **and/or date of a specialist medical appointment** will occur, they shall notify the Employer, in writing, of this date and any change thereto so that staff coverage for their intended absence may be arranged. Where a nurse has been provided necessary time off due to scheduled surgery **and/or a specialist medical appointment** and where the surgery **and/or a 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.	Expands the ability of nurses to access time away from work to include specialists medical appointments.
2311	***Amend to read:*** **IEHREO, SHREO, PMHREO, NHREO, WCHREO, SHEO** ~~The Employer will annually, on written request, provide each nurse with a statement of their accrued income protection credits.~~ **Upon written request, the nurse may obtain information concerning their accumulated sick leave credits up to four (4) times per fiscal year and shall be provided with the information within thirty (30) days of the receipts of this request.**	Allows the nurse to access information on their income protection balances.

NEW 23XX	**IEHREO, SHREO, PMHREO, NHREO, WCHREO, SHEO** **The Employer when reviewing a nurse's absences under an Attendance Management Program will consider and take into account individual circumstances and absences arising out of a medically-established serious or chronic condition.**	Obligates the Employer to conduct a reasonable review of a serious or chronic condition and the absences counting towards attendance management.
NEW 23XX	**IEHREO, SHREO, PMHREO, NHREO, WCHREO, SHEO** **Personal Wellness Leave (PWL)** **Personal Wellness Leave (PWL) is designated time off that a nurse can use to support their physical and mental wellness.** **Up to Two (2) days in each fiscal year may be deducted from a nurse's accumulated income protection credits to be used for PWL. The use of PWL cannot reduce the number of income protection credits to less than twelve (12) days.** **The utilization of wellness day is subject to the following:** **(a) the leave shall be for physical or mental wellness,** **(b) the two (2) days of leave can be used consecutively, but shall not be used contiguous with a vacation leave, and** **(c) these two (2) days are not carried forward from fiscal year to fiscal year.** **The nurse shall request PWL at minimum twenty-four (24) hours in advance and no more than seventy-two (72) hours in advance. Subject to operational requirements the request for PWL shall not be unreasonably denied.** **PWL are intended to support physical and mental wellness and these days will not be used by the Employer with respect to any attendance management program that may relate to the nurse.**	Provides for personal wellness days (2) from income protection bank. It does not count against ASAP. 12 days maintained in the income protection bank in accordance with the provisions of Employment Insurance to allow continuation of EI rebate.
2406 SHREO	***Amend to read:*** **SHREO** Professional Leave: If, in the opinion of the Employer it is in the best interests of patient**/resident/client** care, nurses may, whenever practicable, be granted time off with pay in order to attend professional or educational meetings, conventions, workshops and institutes.	Editorial.
2407 (b)	***Amend to read:*** **IEHREO, SHREO, PMHREO, NHREO, WCHREO, SHEO** Where the Employer requires a nurse to attend educational conferences, workshops, programs or seminars during non-working time, the Employer shall pay registration or tuition fees, and approved expenses. **The Employer shall make all reasonable efforts to allow the nurse to attend the required education during the nurses scheduled working hours.**	Mandates the Employer to provide paid leave for attendance at required education. Eliminates payout at straight time. Requires such education to be booked on work time if possible.

	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.	
NEW 2410 B.	**IEHREO, SHREO, PMHREO, NHREO, WCHREO, SHEO** ***Add:*** **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.**	Enshrines indemnification for nurses subject to criminal or civil action as a result of performing duties in conjunction with their work for the Employer.
2414	***Amend to read:*** **IEHREO, SHREO, PMHREO, NHREO, WCHREO, SHEO**	Editorial.

	Citizenship Leave: Nurses shall be allowed the necessary time off with pay to attend ~~citizenship court~~ **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.	
NEW 24XX	**IEHREO, SHREO, PMHREO, NHREO, WCHREO, SHEO** **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.**	Can use accumulated income protection for organ donation.
2502	**IEHREO, SHREO, PMHREO, NHREO, WCHREO, SHEO** ***Amend to read:*** Seniority shall be considered as a factor in vacancy selection (including promotion and transfer), demotion, and if all other posted selection criteria are equal, it shall be considered as the governing factor. Seniority of a nurse relates to the seniority of other nurses in the same occupational classification and shall transfer with the nurse when moving from one classification to another. ~~**NOTE: Memo #21 Re: Transfer – Job Selection shall be in effect for the duration of this Collective Agreement.**~~ 1. The Employer and the Union mutually agree that the following understandings apply to Article 30 Vacancies, Term Positions, and New Positions with respect to nurses transferring to posted vacancies, term positions, and new positions for the duration of the Collective Agreement. The following criteria will be utilized to determine if the nurse(s) are eligible for transfer; i. meet the qualifications of the posted position including the relevant experience required for that specific position; ii. Nurse III, IV and V positions in Acute Care/Long Term Care and all Clinical Nurse Specialists and Nurse Practitioners are excluded 2. If more than one candidate meets the transfer criteria, the most senior nurse will be awarded the position. 3. If no candidates meet the transfer criteria, the successful candidate will be determined through a competitive process as per Article 2502. ~~4. The continuation of this MOU beyond the term of the Collective Agreement will only be on the mutual agreement of the parties.~~	Editorial. Provisions of MOU #21. Moved to this Article.
NEW 26XX	**IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **Upon termination of employment an exit appraisal shall be forwarded to the nurse to voluntarily complete. Included on the form will be an option for the nurse to request a personal meeting with an Employer designate who is other than the nurse's direct manager.**	Establishes ability for nurse to provide exit interview.
2708	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent who will be entitled to exercise their seniority rights, subject to the nurse's ability, performance and qualifications, to displace a nurse in a position of equal or lower classification within the site.	Editorial to clarify rights of the nurse when there is deletion of position.

	Where it is not possible due to seniority level or where there are no positions available **of equal occupational classification or** within .2 of the EFT of the position occupied by the nurse at the time of the deletion, the nurse shall be entitled to exercise their seniority rights, subject to their ability, performance and qualifications, to displace a nurse in a position of equal or lower classification within any of the other sites comprising the Employer. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.	
2804 A.	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** ***Applicable for all RHA (direct operations) and non-transferrred multi-site Employers ~~WRHA (direct operations) and non-transferred multi-site Employers~~:*** **2804** ~~A. Reassignments in the Event of Unforeseen Staffing Shortages~~ ~~1. In the event of a temporary lateral work reassignment being necessitated by an unforeseen staffing shortage on a nursing unit in any site within the Employer, a nurse may be reassigned subject to the following condition:~~ ~~(a) Where the reassigned nurse does not have the specific current competency for that similar patient/resident/client base, they would only be assigned functional tasks or would work directly with a nurse on that unit when providing patient/resident/client care.~~ B. **A. Voluntary** Reassignments in the Event of ~~Foreseen~~ Staffing Shortages 1. In the event of a temporary lateral work reassignment being necessitated by a ~~foreseen~~ staffing shortage on a nursing unit in any site within the Employer, a nurse may be reassigned to meet patient care needs subject to the following conditions: ~~(a)~~ No nurse shall be compelled to accept reassignment **for a staffing shortage except as provided for under Involuntary Reassignment in Article 2805 below**. ~~for a foreseen staffing shortage except as provided for under MOU # 37 Re: Involuntary Reassignments in the Event of Foreseen Staffing Shortages.~~ (b) Where the reassigned nurse does not have the specific current competency for that similar patient/resident/client base, they would only be assigned functional tasks or would work directly with a nurse on that unit when providing patient/resident/client care. (c) Before reassigning a nurse for a ~~foreseen~~ staffing shortage, the Employer shall take the reasonable steps available to management to fill the vacant shift, based on relevant factors/circumstances including, but not limited to: • timing and circumstances of the vacant shift; • maintenance of patient care; • wellbeing of nursing staff. (d) In the event of a long term or repetitive vacancy which the Employer has not been able to fill in accordance with the Collective Agreement, either party may refer the issue to the NAC and the Patient Care Optimization Committee provided for in Article 11 for consultation.	MOU moved into the CA. Premium expanded to all reassignment for both foreseen and unforeseen.

	(e) Where the Employer is unable to fill vacant shifts through other means, in accordance with the Collective Agreement, the Employer shall then seek volunteers for reassignment, to be applied equitably (on a quarterly basis), with the following compensation: nurses shall be paid the greater of six ($6.00) per hour or fifteen percent (15%) (effective October 14, 2021) above their normal rate of pay for all hours worked at the reassigned facility/program/site/unit. (for clarity this premium is over and above overtime rates, where overtime is earned during reassignment). (f) Where a nurse is reassigned to a facility/site other than their regular facility/site within the Employer they shall also be compensated as follows: i. Provided with a daily "work disruption" allowance, for each day actually worked as follows: • Over 1 and up to – 49 km between sending and receiving site - $40 • Between 50 – 99 km between sending and receiving site - $80 • Between 100 – 149 km between sending and receiving site - $130 • 150 or more between sending and receiving site - $180 (g) Where a change in work schedule is required by the Employer (receiving unit/facility/program/site) as a result of a reassignment, the nurse(s) shall be compensated with a Shift Disruption Allowance as described below for each shift that has been changed and worked by the nurse. The following rules shall apply: i. Compensation of one of the following amounts as applicable per shift, whichever is greatest: • $25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 1 hour and up to 4 hours; or • $35 Impact Shift Changes: a change is made to the calendar day that a nurse was scheduled to work (no change to shift length or shift description); or • $50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 4 hours; a change is made to the shift length (eg: 8 to 12 hours); a change is made to the shift description (eg: from straight Days to Days/Nights, or from straight Days to Days/Evenings); ii. Shift disruption allowance will not be paid on days during which the nurse does not work or for shifts that have not been changed; iii. Nurses shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless they are in an overtime situation as identified in the nurse(s) respective Collective Agreement and are now required to work additional hours. For clarity, adding hours to shift duration when a nurse has been reassigned during the course of their shift, shall result in daily overtime compensation. iv. Changes to shift length must not cause a decrease to the nurses' EFT; and v. Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the nurse is scheduled as posted. If this posted schedule is disrupted the	

nurse shall be paid in accordance with a. above. When the reassigned nurse is returned to their regular assignment, the Shift Disruption Allowance is not applicable.

C. This lateral work reassignment will be made by the out of scope manager with as much notice as possible, whether within one (1) site, or from one (1) site to another within the Employer. Selection of the nurse to be reassigned shall be based on ability and experience and shared as equally as possible amongst the nurses in each site. It is understood that lateral work reassignments will only occur within a fifty (50) kilometer radius of the originating site, unless a greater distance is mutually agreed between the Employer and the nurse.

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

E. Nurses who are reassigned from one site to another within the Employer shall be eligible for transportation reimbursement in accordance with the prevailing Province of Manitoba mileage rates subject to a minimum guarantee of five ~~four~~ dollars ($5.00~~4.00~~) and in accordance with the following formula:

- Distance (in kms) from the nurse's home to the new worksite minus the distance (in kms) from the nurse's home to the nurse's originating worksite.

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

Parking in close proximity to the "receiving facility/site" will be made available. Parking expenses shall be reimbursed to the nurse by the Employer.

~~**NOTE:** Please reference MOU #37 Re: Involuntary Reassignments in the Event of Foreseen Staffing Shortages.~~

Applicable for single site Employers:

~~A.~~ ~~Reassignments in the Event of Unforeseen Staffing Shortages~~

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

~~(a) Where the reassigned nurse does not have the specific current competency for that similar patient/resident/client base, they would only be assigned functional tasks or would work directly with a nurse on that unit when providing patient/resident/client care.~~

B. Reassignments in the Event of ~~Foreseen~~ Staffing Shortages

1. In the event of a temporary lateral work reassignment being necessitated by a ~~foreseen~~ staffing shortage on a nursing unit, a nurse from within the same site/facility/program may be reassigned to meet patient care needs subject to the following conditions:

~~(a) No nurse shall be compelled to accept reassignment for a foreseen staffing shortage except as provided for under MOU #37 Re: Involuntary Reassignments in the Event of Foreseen Staffing Shortages.~~

	(b) Where the reassigned nurse does not have the specific current competency for that similar patient/resident/client base, they would only be assigned functional tasks or would work directly with a nurse on that unit when providing patient/resident/client care. (c) Before reassigning a nurse for a ~~foreseen~~ staffing shortage, the Employer shall take the reasonable steps available to management to fill the vacant shift, based on relevant factors/circumstances including, but not limited to: • timing and circumstances of the vacant shift; • maintenance of patient care; • wellbeing of nursing staff. (d) In the event of a long term or repetitive vacancy which the Employer has not been able to fill in accordance with the Collective Agreement, either party may refer the issue to the NAC and the Patient Care Optimization Committee provided for in Article 11 for consultation. (e) Where the Employer is unable to fill vacant shifts through other means, in accordance with the Collective Agreement, the Employer shall then seek volunteers for reassignment, to be applied equitably (on a quarterly basis), with the following compensation; nurses shall be paid the greater of six dollars ($6.00) per hour or fifteen percent (15%) (effective October 14, 2021) above their normal rate of pay for all hours worked at the reassigned facility/program/site/unit. (for clarity this premium is over and above overtime rates, where overtime is earned during reassignment). (f) Where a change in work schedule is required by the Employer (receiving unit/) as a result of a reassignment, the nurse(s) shall be compensated with a Shift Disruption Allowance as described below for each shift that has been changed and worked by the nurse. The following rules shall apply: i. Compensation of one of the following amounts as applicable per shift, whichever is greatest: • $25 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 1 hour and up to 4 hours; or • $35 Impact Shift Changes: a change is made to the calendar day that a nurse was scheduled to work (no change to shift length or shift description); or • $50 Impact Shift Changes: an adjustment is made to the start and end times of a shift that is greater than 4 hours; a change is made to the shift length (eg: 8 to 12 hours); a change is made to the shift description (eg: from straight Days to Days/Nights, or from straight Days to Days/Evenings); ii. Shift disruption allowance will not be paid on days during which the nurse does not work or for shifts that have not been changed; iii. Nurses shall not be eligible to receive overtime as a result of changes to their shift length (i.e. changing from 8 to 12 hour shifts), unless they are in an overtime situation as identified in the nurse(s) respective Collective Agreement and are now required to work additional hours. For clarity, adding hours to shift duration when a nurse has been reassigned during the course of their shift, shall result in daily overtime compensation.	

	iv. Changes to shift length must not cause a decrease to the nurses' EFT; and v. Shift disruption allowance will cease to be paid, upon the effective date of the subsequent shift schedule which shall be posted in accordance with the Collective Agreement, and the nurse is scheduled as posted. If this posted schedule is disrupted the nurse shall be paid in accordance with a. above. When the reassigned nurse is returned to their regular assignment, the Shift Disruption Allowance is not applicable. C. This lateral work reassignment will be made by the out of scope manager with as much notice as possible. Selection of the nurse to be reassigned shall be based on ability and experience and shared as equally as possible amongst the nurses in the site. D. Orientation will be provided of sufficient duration to assist the nurse in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans. ~~**NOTE:** Please reference MOU #37 Re: Involuntary Reassignments in the Event of Foreseen Staffing Shortages.~~	
NEW 2805	**IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** ~~Re:~~ Involuntary Reassignments in Event of ~~Foreseen~~ Staffing Shortages Where no nurse has accepted the reassignment on a voluntary basis as per 2804 B., in addition to previously indicated conditions/compensation for voluntary reassignment, in 2804 B., C., D., and E. (E. not applicable to single site Employers) the following conditions will also apply: 1. Before compulsory reassignment of nurses, the Employer shall first seek volunteers to work the necessary shift(s) on the basis of voluntary eligible overtime amongst nurses who have documented their availability per the site process to work in the receiving unit for the shift(s). Where the Employer contemplates compulsory reassignment from a separate sending site, the Employer shall first offer overtime to nurses (of the same qualifications as potentially reassigned nurses), before compelling reassignment from the same sending site. (Not applicable to single site Employers). No nurse shall be compelled to accept reassignment where nurses volunteer to work those shifts on the basis of overtime compensation. 2. The assignment will enhance the well-being of other nurses working on the unit and will not adversely impact the well-being of the nurse who is reassigned. 3. No nurse will be compelled to accept a reassignment greater than 50 kms from their regular facility/program/site/unit. (Not applicable to single site Employers). 4. Where a nurse is involuntarily reassigned to an alternate facility/program/site/unit, and the nurse's travel time is greater than the distance to their regularly assigned facility/program/site/unit, the additional travel time will be considered time worked and eligible for overtime compensation as per the conditions of the Collective Agreement. (Not applicable to single site Employers). 5. Where a nurse is involuntarily reassigned for more than three (3) shifts or twenty-three point two five (23.25) hours (whichever is less), in a four (4) week period (commencing the date of the first reassignment), all subsequent involuntarily reassigned regular (non-overtime rate)	Double premium now applies for unforeseen involuntary reassignment as it does currently for foreseen.

	hours shall be paid at double (2x) the reassignment compensation, as provided in paragraph B.1. (e) of Article 2804 ($6/hour or 15% x 2 = $12/hour or 30%, whichever is greater). 6. Where involuntary reassignment is necessitated on a constant and recurring basis due to an unfilled vacancy, the Employer and Union shall meet to determine measures to address the vacancy. Such measures may include consideration of additional incentives to attract applicants to the position. Where the parties are unable to agree on the terms to fill the vacancy the matter may be referred to a Troubleshooter for a final determination on appropriate measures/incentives to fill the vacancy. 7. Involuntary reassignment of nurses, regardless of classification, shall be assigned equitably, on a quarterly basis. ~~Involuntary reassignments for foreseen staffing shortages cease as of the date of expiry of this Collective Agreement, unless renewed in writing by mutual agreement of the parties. The parties shall meet sixty (60) days prior to the expiry date of this provision to discuss renewal.~~ ~~Where the Employer seeks a temporary extension of these provisions, pending renewal of the Collective Agreement, it must sufficiently demonstrate it has conducted best efforts to recruit nurses/fill vacancies to address the shortages for which involuntary reassignments have been required. In such case the Union shall not unreasonably withhold its agreement. In the event of a dispute over extension of these provisions, the Troubleshooter will be requested to assist the parties and will be mandated to resolve the issue (as per the conditions indicated herein) pending the conclusion of bargaining for a renewal agreement.~~ **Bargaining Note:** The parties understand and agree that with respect to the four week (4) period as specified for the involuntary reassignment premium as follows; after the 3rd shift is reached, and the nurse then qualifies for the double premium, the nurse continues to receive the double premium for all involuntary reassignment, unless there is a clear period of four (4) weeks, where the nurse is not involuntarily reassigned. If there is a clear period of four (4) weeks without involuntary reassignment, the count of involuntary shifts towards the double premium resets to zero (0).	
2906	**Amend to read:** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** A nurse, accompanied by a Union representative if they so elect, ~~may~~ **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, from the personnel file of a nurse, upon written request from the nurse, after five (5) years, providing no similar incidents occur within that period. In the event a nurse is laid off or on a leave of absence of one (1) calendar month or more during the five (5) years immediately following the discipline, the discipline record will extend the five (5) year calendar month period by the length of the actual lay off or leave of absence.** Any nurse who has been terminated may consult their file and upon written request shall receive copies of specified documents so long as the written request is made within sixty (60) days of the nurse's termination.	Expunging of disciplinary or negative entries in the personnel file after 5 years upon nurse written request. Also obligates Employer to allow a nurse to review their file.
3001 @ WCHREO & SHEO	***Amend to read:*** **WCHREO, SHEO** Subject to Article 3002 herein, the Employer agrees to post notices of vacant, term or new positions covered under this Agreement in paper form at the site the vacancy occurs, and on the Employer website on the same date for at least seven (7) days to enable nurses presently in the employ of the Employer to apply for same. **In addition, a copy of each posting will be provided to the MNU Worksite President or designate**. Such	Worksite presidents will be provided with access to Success Factors to track job postings

	posting shall not preclude the Employer from advertising outside the Employer. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) site(s) of the position and date of closing of the competition. Job descriptions shall be available to applicants on request. **Bargaining Note:** providing the worksite president a link on Success Factors to receive an e-mail notification of a job posting for a nurse in the bargaining unit is considered to satisfy the above language.	
3001	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** Subject to Article 3002 herein, the Employer agrees to post notices of vacant, term or new positions covered under this Agreement for at least seven (7) days to enable nurses presently in the employ of the Employer to apply for same. Such posting shall not preclude the Employer from advertising outside the site premises. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) and date of closing of the competition. Job descriptions shall be available to applicants on request. **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.**	Notification to the Union for out of scope positions
NEW 3007	***Move MOU #16 Re: Increase of EFT into body of Collective Agreement*** ***Amend MOU #16*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** Notwithstanding **the provisions of Articles 3001 through 3005 above** ~~Article 30~~ the parties agree that it may be of mutual benefit to the nurses and the Employer to allow part-time nurses, who request to do so, to increase their EFT and/or allow casual nurses to obtain a part-time or full-time position. (a) **Where the Employer has demonstrated significant reliance upon casual nurses and/or agency nurses to maintain adequate staffing/patient/resident care in a particular site/program/unit, and where part-time nurses at the same site/program/unit have expressed a desire to increase their EFT the Employer shall take all reasonable measures to accommodate such requests.** The EFT of a part-time nurse may be increased in accordance with the following process: (i) The process will commence at a date determined by the parties at the Site/Local Nursing Advisory Committee. The Employer shall inform the Site/Local Nursing Advisory Committee of the total EFT and shift patterns available per nursing unit. (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.	Allows for casual nurses to seek permanent employment and part time nurses to increase EFT.

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

	(viii) The Employer is not prevented from exercising any of its normal management rights as a result of this **Article** ~~Memorandum of Understanding~~ including, without limitation, the right to post vacant positions. (ix) The Site/Local Nursing Advisory Committee shall be advised of the outcome in the Increase of EFT Process of each nursing unit. ~~This Memorandum of Understanding shall remain in effect for the duration of this Collective Agreement.~~	
30A02	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** A nurse who is employed by an Employer in an Employers Organization, who is awarded a position with another Employer with the same or in another Employers Organization, and who commences employment with this Employer within six (6) weeks of termination of employment from their former Employer, will be entitled to mobility of benefits as specified hereinafter: (a) continuous service date; (b) accumulated income protection benefits; (c) length of employment applicable to rate at which vacation is earned; (d) length of employment applicable to pre-retirement leave; (e) length of employment applicable for qualification for the ~~Magic 80~~ **Rule of 80** (as per the terms and conditions of the applicable pension plan) pension provisions; (f) length of employment applicable to next increment date; (g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions; (h) seniority credits (in accordance with receiving Collective Agreement) (i) transfer of current vacation hours unless the nurse elects to have their current vacation hours paid out by the previous Employer at the time of the transfer; j) placement at the greater of the nurse's salary level at the sending facility/program/site, or in accordance with the recognition of previous experience clause(s) in Article 38, **including placement at the fifteen (15), twenty (20) and twenty-five (25) year rate.** k) **Academic Allowance.** (l) where a nurse transfers prior to the completion of Maternity Leave return of service requirements, the nurse shall be allowed to complete the return of service requirements at the receiving Site/Employer.	Editorial. Now includes the ability to mobilize the 15 & 25 year long service steps, adds academic allowance to reflect current practice.
3101	**Amend to read:** **IEHREO, NHREO, PMHREO, SHREO, SHEO** The period from the date of last employment **with the Employer** to the completion of ~~three (3) calendar months of employment for full-time nurses [and from the date of last employment to the later of completion of four (4) calendar months or thirty (30) shifts worked for part-time nurses]~~ **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.	Increase probationary period to 6 months.

3101 WCHREO	**Amend to read:** **WCHREO** ~~***Applicable for all nurses except those nurses as designated in 3101 (b) herein.***~~ ~~(a) The period from the date of last employment to the completion of three (3) calendar months of employment for full-time nurses [and from the date of last employment to the later of completion of four (4) calendar months or thirty (30) shifts worked for part-time nurses] will be recognized as a probationary period. During such period the nurse shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.~~ ~~***Applicable for WRHA – Home Care Program, WRHA – Public Health Program, WRHA – Clinical Nurse Specialists, WRHA – Nurse Practitioners, and WRHA Regional Programs sites only:***~~ ~~(b)~~ The period from the date of last employment to the completion of six (6) calendar months of employment for full-time and part-time nurses. 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.	Editorial- standardized 6 month probationary period for all.
3201	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** The Employer shall complete a written appraisal of a nurse's performance at least ~~bi-annually~~ **once every two (2) years**. Upon request, the nurse shall be given an exact copy of the appraisal.	Clarifies performance appraisal duration (every 2 years).
3301	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **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 ~~during the~~, **as a direct result of** performing ~~to~~ their duties, nurses may have their clothing or other personal property damaged, **or stolen**, the Employer agrees to make ~~appropriate~~ **reasonable** compensation, ~~for the same in accordance with Employer policy~~ **following receipt of the nurse's documentation of the incident**. **Such claim shall not unreasonably be denied.**	Mechanism for reimbursement for damage or theft of personal effects.
3408	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** ~~*Effective for all nurses April 1, 2022 subject to MOU #34 Re: Article 3408 (Increments).*~~	Reflect provisions of 3806 (b).

	A part-time nurse shall receive increments (calculated from the date of their last increment, or their starting date as the case may be) on the basis of one (1) increment for each 1343 hours worked or one (1) years' service, whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked. **Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less or a paid leave of absence, or an educational leave of absence of up to two (2) years.** **A nurse's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.**	
3504	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **Should the Employer make an error in a nurse's pay which results in a loss of seven and three-quarter (7.75) hours or more of regular pay, the Employer agrees to issue a manual cheque or direct deposit as soon as possible after becoming aware of the error. If the error results in a loss of less than seven and three-quarter (7.75) hours of regular pay, the correction will be made on the next scheduled pay day.** 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 (a) (b) (c); ▪ the Legal and Investigative Proceedings in Article 2410; ▪ continuation of placement at the **fifteen (15),** twenty (20) **and twenty-five (25)** year rate if rehired after a period of no longer than six (6) months. For clarity a period of pre-retirement leave does not count towards the six (6) month qualification time limit; ▪ **Continuation in HEPP pension plan as per plan text.**	Adding a provision of 3809 to casuals that exist already for nurses with permanent positions.
3510	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants at the site where the vacancy occurs. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position in accordance with Article 3006 (a), the nurse shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority. ~~(a) Subject to (b) and (c) below, casual nurses will receive payment for one (1) orientation day following the completion of every two (2) shifts worked.~~ ~~(b) Should the above noted casual nurse, within eighteen (18) calendar months of obtaining a casual employment status, obtain a permanent or term full-time or part-time position in any unit or department, they shall be paid their outstanding orientation pay at regular rates on their first pay cheque subsequent to obtaining the said position.~~	Editorial. Provides for the payment of every orientation shift.

	~~(c) When the orientation is six (6) days or greater, the casual nurse shall be paid two thirds of the orientation period at the time of taking the orientation. The outstanding unpaid orientation period shall be subject to the recovery process outlined above.~~	
3603	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **Termination** (a) In accordance with the Regulated Health Professions Act or the relevant regulations to this Act, failure of the graduate nurse to successfully complete the examination required for registration within a time period prescribed by the CRNM will be deemed to be just cause for termination. (b) In accordance with the ~~Registered Psychiatric Nurses~~ **Regulated Health Professions** Act or the relevant regulations to this Act, failure of the graduate psychiatric nurse to successfully complete the examination required for registration within a time period prescribed by the CRPNM will be deemed to be just cause for termination. (c) In accordance with the Licensed Practical Nurses Act or the relevant regulations to this Act, failure of the graduate practical nurse to successfully complete the examination required for licensure within a time period prescribed by the CLPNM will be deemed to be just cause for termination.	Editorial.
3703	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** 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 ~~at their own expense~~, as long as the Employer receives a statement as to the fitness of the nurse from the physician, nurse practitioner, or physician/clinical assistant.	Allows for reimbursement of nurses when an Employer requests a note from a medical practitioner.
3803	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** ***Placement of a Registered Nurse or Registered Psychiatric Nurse on the Nurse II scale:*** (a) The starting salary of a Registered Nurse or Registered Psychiatric Nurse newly employed as a Nurse II shall recognize previous experience applicable to the position applied for on the basis of equivalent full-time experience as specified hereinafter: Length of Experience — Starting Rate Less than 2015 hours — Start Rate 2015 hours within past 4 **6** years — 1 Year Rate 4030 hours within past ~~5~~ **8** years — 2 Year Rate 6045 hours within past ~~6~~ **9** years — 3 Year Rate 8060 hours within past ~~6~~ **12** years — 4 Year Rate 10075 hours within past ~~7~~ **13** years — 5 Year Rate ~~(Effective April 1, 2021)~~	Allows for greater consideration of previous experience to improve placement on salary scale for new hires & placement in new occupational classifications which is not a promotion.

12090 hours within past ~~8~~ 14 years 6 Year Rate
~~(Effective April 1, 2022)~~
14105 hours within past ~~9~~ 15 years 7 Year Rate

~~For all CNS and Nurse Practitioners~~:

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

For all Nurse Practitioners:

Length of Experience	**Starting Rate**
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**

For all CNS:

Length of Experience	**Starting Rate**
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**

Applicable to Licensed Practical Nurses:

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

Placement of an LPN or ORT on scale:

Length of Experience	Starting Rate
Less than 2015 hours	Start Rate
2015 hours within past ~~4~~ 6 years	1 Year Rate
4030 hours within past ~~5~~ 8 years	2 Year Rate
6045 hours within past ~~6~~ 9 years	3 Year Rate
8060 hours within past ~~6~~ 12 years	4 Year Rate
10075 hours within past ~~7~~ 13 years	5 Year Rate

	12090 hours within past ~~7~~ **14** years 6 Year Rate ~~(Effective April 1, 2021)~~ 14105 hours within past ~~8~~ **15** years 7 Year Rate	
3806	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** ~~If a nurse takes an unpaid leave of absence, the annual date on which the nurse will be paid an increment will be delayed for one (1) month for every full month the nurse is on leave of absence except that salary increases will not be delayed because of educational leave of up to two (2) years.~~ **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.**	Editorial.
NEW 38XX	**IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **A nurse employed in a Weekend Worker position in accordance with MOU #15 Re: Nurse Weekend Worker, 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.**	Clarifies placement on scale when moving from Weekend Worker to regular pay scale.
3808 (3807 SHEO)	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** Retroactivity: Should there be retroactive wage and benefit adjustments, such shall be made payable within ninety (90) days of the date of ratification of the Collective Agreement, **or within ninety (90) days from the date the parties sign the Memorandum of Settlement, whichever is later.** Upon written application to the Employer within **one hundred and eighty (180) days** ~~ninety (90) 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.	Allows for retired or resigned nurses a greater period of time to apply for retroactive wage increases.
NEW 38XX	**IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **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.**	Editorial to clarify eligibility for the 15, 20 and 25 year salary step.

3902	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** 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.** **Bargaining note:** There is no cap on how much income protection a nurse can accumulate. Subject to any other relevant provisions in the collective agreement, there is no limitation to how many times a nurse can utilize the relevant maximum of income protection credits identified in the collective agreement (i.e. 119 or 180 calendar days as noted above) based on their circumstances.	To allow nurses who are not enrolled in D&R as a result of obtaining age 65. Can use a greater amount of sick leave (180 days).
3903	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **Health Spending Account** A Health Spending Account (HSA) shall be made available for eligible nurses. The HSA shall only apply and be made available to top up the existing benefits provided in the HEBP "Enhanced" Extended Health Benefit Plan and the HEBP Dental Plan. The annual HSA benefit amounts shall be: ~~April 1, 2011 - $500.00 for full-time nurses~~ ~~$250.00 for part-time nurses~~ ~~April 1, 2022 $700.00 for full-time nurses~~ ~~- $350.00 for part-time nurses~~ **January 1, 2025- $1250.00 for full-time nurses** **- $1000.00 for part-time nurses**	Increase of HSA effective January 1, 2025.

	For the purpose of the HSA, a nurse is deemed to qualify for the full-time benefit if the nurse has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether a nurse qualifies for the full-time benefit. A "year" or "the annual HSA benefit" is defined as the calendar year – January 1st to December 31st. In order to be eligible for the HSA, a nurse must be enrolled in the "Enhanced" Extended Health Care Plan. Nurses who become enrolled in the "Enhanced" Extended Health Care Plan will commence HSA coverage following one (1) year participation in the "Enhanced" Extended Health Care Plan. Unutilized HSA monies are not carried over to the subsequent year.	
NEW 39XX	**IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** **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).**	Obligates Employer to pay their share of premiums while the nurse pays theirs while the nurse is on an Employer paid accommodation or RTW.
4204	***Amend to read:*** **IEHREO, NHREO, PMHREO, SHREO, SHEO, WCHREO** Staff Mobility **A. Transfers with Programs** 1. When programs are transferred, consolidated, or merged from one or more facilities/programs/sites to another, the Employer(s) will determine the number of nurses required by classification. Where, in the event of a transfer/closure/consolidation/merger of one or more of the programs and/or facilities and/or sites, an affected nurse's worksite/originating site is moved from one (1) city or town to another city or town potentially requiring a change of residence by the nurse, the Union and the nurse shall be given notice of the move three (3) months in advance of the date upon which the move of the nurse is to be effected. Such notice shall be provided in writing to the Union and the affected nurse by the Employer. Should the nurse accept the position requiring relocation they may request that the effective date of the relocation be deferred by up to one (1) month for personal reasons such as the impact on school-age children.	Editorial to include 15, 20 and 25 year long service steps. Adds academic allowance to reflect current practice.

Where a nurse has accepted relocation involving a change in residence, they shall be reimbursed as per the MOU #26 re: Relocation Expenses for Program Transfers.

Qualified nurses affected will first be given the opportunity to move with the facility(ies)/program(s)/site(s), before other nurses. Where excess numbers of nurses wish to move, nurses will be selected in descending order of seniority. Where an insufficient number of nurses by classification volunteer to move, the remaining vacancies shall be filled by utilizing the job posting/recall procedures in the applicable Collective Agreement. Where a nurse is not able or elects not to move, the provisions of Article 27 will apply.

2. If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer affected nurses from the sending facility(ies)/program(s)/site(s) to fill the vacancies commencing with the most junior qualified nurse. A nurse shall not be compelled to accept a transfer where the receiving facility/program/site is greater than fifty (50) kilometres from the sending facility/program/site. In such case, where a nurse declines to accept a position at the receiving facility(ies)/program(s)/site(s), and no similar position is available at the sending facility(ies)/program(s)/site(s) for which the nurse is qualified, the nurse may exercise their seniority rights (deletion/bumping) or be placed on layoff in accordance with Article 27. Where it is not possible due to seniority level or where there are no positions available within .2 of the EFT of the position occupied by the nurse at the time of the deletion, the nurse shall be entitled to exercise their seniority rights, subject to their ability, performance and qualifications, to displace a nurse in a position of equal or lower classification within any of the other sites comprising the Employer. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.

3. Nurses who are transferred in accordance with this Article shall retain seniority, service, and all other benefits as specified hereinafter:

(a) continuous service date;
(b) accumulated income protection benefits;
(c) length of employment applicable to rate at which vacation is earned;
(d) length of employment applicable to pre-retirement leave;
(e) length of employment applicable for qualification for the Magic 80 (as per the terms and conditions of the applicable pension plan) pension provisions;
(f) length of employment applicable to next increment date;
(g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and condition;
(h) seniority credits (in accordance with receiving Collective Agreement).
(i) transfer of current vacation hours unless the nurse elects to have their current vacation hours paid out by the previous Employer at the time of the transfer;
(j) placement at the greater of the nurse's salary level at the sending facility/program/site, or in accordance with the recognition of previous experience clause(s) in Article 38, **including placement at the fifteen (15), twenty (20) and twenty-five (25) year rate.**
(k) **academic allowance**
(l) Where a nurse transfers prior to the completion of maternity leave return of service requirements, the nurse shall be allowed to complete the return of service requirements at the receiving facility(s)/site(s)/program(s).

4. Nurses who are transferred in accordance with this Article will be treated in all respects as if they had always been nurses of the receiving. facility(s)/site(s)/program(s).

To ensure the accuracy of the calculation of seniority and service of transferred nurses, the Employer(s) will provide sufficient information to verify an accurate calculation has been made.

	5. The receiving facility(ies)/program(s)/site(s) will provide an orientation period to nurses transferring to new facility(ies)/program(s)/site(s) and shall take into consideration the individual needs of the transferring nurse(s). The orientation period shall be of sufficient duration to assist the nurse in becoming familiarized with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans. It is further agreed that periods of orientation shall be considered time worked. Issues related to orientation will be referred immediately to the Employers Organization Nursing Advisory Committee, in order to ensure a standardized, effective orientation structure, duration and content across the Employers Organizations. 6. No new probationary/trial period will be served by transferring nurses. Any transferring nurse who had not yet completed their probationary/trial period at the sending facility/program/site will complete the balance of the period required at the receiving facility/program/site. 7. Should the transferred nurse decide not to remain at the receiving facility/program/site, such nurse shall provide written notice to the receiving facility/program/site no later than sixty (60) days following the date of transfer. The nurse shall be entitled to be placed on the Central Redeployment list and the recall list of the sending facility(ies)/program(s)/site(s). 8. It is agreed that vacation earned at the sending facility/program/site shall not be paid out upon transfer unless the nurse requests. In the event a nurse elects to have their accrued vacation transferred, it does not mean that the previously approved vacation dates will be honored at the receiving facility/program/site. The receiving Employer will schedule the remaining vacation in consultation with the nurse, based on operational requirements and in accordance with Article 21. In the event a Transfer of Program as per Article 4204 (A), the parties agree that where affected nurses hold accrued seniority and service at multiple Employers/facilities/programs/sites, the parties will review the effect of the restructuring on such nurses to ensure fairness and equity in the recognition of seniority and service.	
Appendix A	**Market Adjustment** April 1, 2024- 1.0% for all classifications (UNE, ORT, LPN, LPN-CRN, Nurse II, Nurse III, Nurse IV, Nurse V, CNS, Nurse Practitioners) **General Wage Increase for all classifications** April 1, 2024 – 2.5% April 1, 2025 – 2.75% April 1, 2026 – 3.0% April 1, 2027 – 3.0% **Additional LPN Market Adjustment** April 1, 2024 – 3.0% April 1, 2025 – 1.0% April 1, 2026 – 1.0% **Additional Nurse IV Market Adjustment** April 1, 2024 – 3.0% **Additional Clinical Nurse Specialists (CNS) Market Adjustment**	

	April 1, 2024 – 3.0% **Additional for Nurse Practitioner** 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. ***Northern Salary Scales (includes Churchill Health Centre)*** April 1, 2024 – 5.0% (10.0% differential from standard rate) April 1, 2025 – 5.0% (15.0% differential from standard rate- continues to apply in each year thereafter) **Bargaining Note:** for clarity, ORTs and ORT II's are considered to be part of the LPN classification for the purposes of market adjustments, wage increases and any full time incentives.	
Appendix B Academic Allowances (a)	***Amend to read:*** Upon completion of an approved clinical course/program, or CNA Certification in a nursing specialty, or an approved course in Gerontology, or the Nursing Unit Administration Course, or a Registered Nurse with a Registered Psychiatric Nurse Diploma, or an approved midwifery course, or an Operating Room Technician course in addition to a Licensed Practical Nurse Certificate/Diploma or Registered Nurse Diploma, or the Adult Education Certificate, or an Occupational Health Nursing course, or Nursing Foot Care Certification where the nurse is certified, and is using the certification in the practice area assigned, or the University Certificate in Nursing (one year course also called University Diploma in Nursing), or a Baccalaureate Degree in Arts or Science from a recognized university, (or the equivalent), provided such degree (or the equivalent) is relevant to the position held by the nurse: $0.298 per hour for all paid hours (2015 annual hours) ~~$0.318 per hour for all paid hours (1885 annual hours)~~ ~~$0.308 per hour for all paid hours (1950 annual hours)~~ ~~$0.288 per hour for all paid hours (2080 annual hours)~~ **$0.320 per hour for all paid hours (1872 annual hours)**	
(b)	***Amend to read:*** 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	

<table>
<tr><td></td><td>opinion of the Employer. Newly graduated nurses with a Baccalaureate Degree in Nursing or Psychiatric Nursing shall have the allowance paid effective first day of work, subject to proof of degree provided within six (6) months of Employer request.

$0.596 per hour for all paid hours (2015 annual hours)
~~$0.637 per hour for all paid hours (1885 annual hours)~~
~~$0.615 per hour for all paid hours (1950 annual hours)~~
~~$0.577 per hour for all paid hours (2080 annual hours~~)
$0.641 per hour for all paid hours (1872 annual hours)</td><td></td></tr>
<tr><td>(c)</td><td><u>Amend to read:</u>

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

$0.893 per hour for all paid hours (2015 annual hours)
~~$0.955 per hour for all paid hours (1885 annual hours)~~
~~$0.923 per hour for all paid hours (1950 annual hours)~~
~~$0.865 per hour for all paid hours (2080 annual hours)~~
$0.961 per hour for all paid hours (1872 annual hours)</td><td></td></tr>
<tr><td>(d)</td><td><u>Amend to read:</u>

~~Effective April 1, 2021~~ - Applicable for Nurse Practitioners only:

$1.50 per hour for all paid hours</td><td>Editorial</td></tr>
<tr><td>Appendix D-</td><td><table>
<tr><td colspan="2"><u>Bargaining Unit</u>
Interlake Eastern Health Region Employers Organization</td></tr>
<tr><td><u>Employer List</u></td><td><u>Site List</u></td></tr>
<tr><td rowspan="6">Interlake Eastern Regional Health Authority (IERHA) (Direct Operations)</td><td>Arborg and District Health Centre</td></tr>
<tr><td>Beausejour Health Centre</td></tr>
<tr><td>Berens River Renal Health Centre</td></tr>
<tr><td>E.M. Crowe Health Centre (Eriksdale)</td></tr>
<tr><td>East Gate Lodge (Beausejour)</td></tr>
<tr><td>Fisher Branch Personal Care Home</td></tr>
</table></td><td>Editorial</td></tr>
</table>

		Hodgson Renal Health Centre		
		Johnson Memorial Hospital *(Gimli)*		
		Kin Place Health Complex *(Oakbank)*		
		Lakeshore District Health Centre *(Ashern)*		
		Lundar Personal Care Home		
		Pine Falls Health Complex		
		Selkirk Regional Health Centre		
		Stonewall and District Health Centre (includes Rosewood Lodge)		
		Teulon Hunter Memorial Health Centre		
		Whitemouth Health District Centre		
		Lac du Bonnet Personal Care Home		
		Pinawa Hospital		
		Home Care Program		
		Mental Health Program (CSU, RAAM, Mental Health Liason Nurse)		
		Primary Care Program (Includes Quick Care) *effective date of ratification*		
		Public Health Program		
	Betel Home Foundation *	Gimli Site		
		Selkirk Site		

** Identifies non-transferred sites*

Bargaining Unit
Southern Health Region Employers Organization

Employer List	Site List
Southern Health Santé-Sud Regional Health Authority (SH-SS RHA) (Direct Operations)	Altona Community Memorial Health Centre
	Bethesda Regional Health Centre/Bethesda Place *(Steinbach)*
	Boundary Trails Health Centre *(Winkler)*
	Boyne Lodge Personal Care Home *(Carman)*
	Carman Memorial Hospital
	Centre de Santé Notre Dame Health Centre
	Centre de Santé St. Claude Health Centre
	Centre Medico-social DeSalaberry District Health Centre
	Clinique Notre Dame Clinic
	Douglas Campbell Lodge *(Portage la Prairie)*
	Eastview Place *(Altona)*
	Emerson Health Centre
	Foyer Notre Dame Inc.
	Gladstone Health Centre *(Gladstone)*
	Hôpital Ste. Anne Hospital
	Lions Prairie Manor *(Portage la Prairie)*
	Lorne Memorial Hospital *(Swan Lake)*

	MacGregor Health Centre
	Morris General Hospital
	Pembina-Manitou Health Centre
	Portage District General Hospital
	Red River Valley Lodge *(Morris)*
	Repos Jolys *(St. Pierre-Jolys)*
	Third Crossing Manor *(Gladstone)*
	Vita & District Health Centre/Vita Personal Care Home
	Home Care Program
	Mental Health & Addictions Program
	Primary Care ~~Health~~ Program
	Public Health Program
Villa Youville *	Villa Youville *(Ste. Anne-~~des Chênes)~~*
Rock Lake Health District *	Rock Lake Health District Hospital *(Crystal City)*
	Rock Lake District Personal Care Home *(Pilot Mound)*
	Prairie View Lodge *(Pilot Mound)*
Menno Home for the Aged *	Menno Home for the Aged *(Grunthal)*

** Identifies non-transferred sites*

Bargaining Unit
Winnipeg-Churchill Health Region Employers Organization

Employer List	Site List
Winnipeg-Churchill Regional Health Authority (WRHA) (Direct Operations)	Churchill Health Centre
	Deer Lodge
	Golden West Centennial Lodge
	Grace Hospital
	Middlechurch Home of Winnipeg
	Pan Am Clinic
	River Park Gardens
	Victoria Hospital
	WRHA - Clinical Nurse Specialists ***
	WRHA - Home Care Program ***
	WRHA – Mental Health and Addictions Program ***
	WRHA - Nurse Practitioners ***
	WRHA - Primary Care Program ***
	WRHA - Public Health Program ***
	WRHA - Regional Programs *** ~~*Cardiac Sciences*~~ *Continuing Care (Long Term Care, Geriatrics - Rehab)* *Critical Care* *Emergency* ~~*Geriatrics – Rehab*~~

			~~Heart Cath Lab~~ *~~Hip and Knee~~* *Infection Prevention &Control* *Occupational Environmental Safety and Health* *Sleep Lab* *** (applicable to only WRHA Corporate/Regional Community Health Services)		
		Actionmarguerite (Saint-Boniface) *	Actionmarguerite (Saint-Boniface)		
		Actionmarguerite (St. Joseph) *	Actionmarguerite (St. Joseph)		
		Actionmarguerite (Saint-Vital) *	Actionmarguerite (Saint-Vital)		
		Bethania Mennonite Personal Care Home *	Bethania Mennonite Personal Care Home		
		Centre de santé Saint-Boniface *	Centre de santé Saint-Boniface		
		Concordia Hospital *	Concordia Hospital		
		The Convalescent Home of Winnipeg *	The Convalescent Home of Winnipeg		
		Donwood Manor *	Donwood Manor		
		Fred Douglas ~~Lodge~~ Society Inc *	Fred Douglas Lodge Society		
		Golden Links Lodge *	Golden Links Lodge		
		Holy Family Home *	Holy Family Home		
		Klinic Community Health *	Klinic Community Health		
		LHC Personal Care Home *	LHC Personal Care Home		
		Luther Home *	Luther Home		
		Manitoba Baptist Home Society (Meadowood Manor)*	Manitoba Baptist Home Society (Meadowood Manor)		
		Misericordia Health Centre *	Misericordia Health Centre		

Mount Carmel Clinic *	Mount Carmel Clinic
Nine Circles Community Health Centre *	Nine Circles Community Health Centre
Nor'West Co-op Community Health Centre *	Nor'West Co-op Community Health Centre
Pembina Place Mennonite Personal Care Home *	Pembina Place Mennonite Personal Care Home
Riverview Health Centre *	Riverview Health Centre
St. Boniface Hospital *	St. Boniface Hospital
~~The Salvation Army Golden West Centennial Lodge *~~	~~The Salvation Army Golden West Centennial Lodge~~
The Saul and Claribel Simkin Centre Personal Care Home (The Simkin Centre)*	The Saul and Claribel Simkin Centre Personal Care Home (The Simkin Centre)
Seven Oaks General Hospital *	Seven Oaks General Hospital
Southeast Personal Care Home *	Southeast Personal Care Home
Women's Health Clinic *	Women's Health Clinic

** Identifies non-transferred sites*

Bargaining Unit **Shared Health Employers Organization**	
Employer List	**Site List**
Shared Health (SH) (Direct Operations)	Breast Health Centre
	Crisis Response Services
	Diagnostic Services

			Emergency Response Services		
			Endoscopy - Central Intake		
			Health Sciences Centre		
			Manitoba Adolescent Treatment Centre		
			Medical Assistance In Dying (MAiD)		
			Shared Health Float Pool		
			Mental Health and Addictions Program		
			MB Home Nutrition		
			MB Home Ostomy		
			MB Renal Program		
			Tick Borne Disease Collaborative Care		
			Selkirk Mental Health Centre		
		CancerCare Manitoba *	CancerCare Manitoba		
		Eden Mental Health Centre *	Eden Mental Health Centre *(Winkler)*		
		Rehabilitation Centre for Children *	Rehabilitation Centre for Children		
		* *Identifies non-transferred sites*			
		Bargaining Unit			

Prairie Mountain Health Region Employers Organization

Employer List	Site List
Prairie Mountain Regional Health Authority (PMRHA) (Direct Operations)	Baldur Health Centre
	Birtle Health Centre
	Boissevain Health Centre
	Brandon Regional Health Centre
	Bren-del-win Lodge *(Deloraine)*
	Carberry Health Centre
	Child & Adolescent Treatment Centre *(Brandon)*
	Community Based Mental Health Program
	Country Meadows Personal Care Home *(Neepawa)*
	Dauphin Regional Health Centre
	Davidson Memorial Health Centre *(Cartwright)*
	Deloraine Health Centre
	Dinsdale Personal Care Home *(Brandon)*
	Elkhorn Personal Care Home
	Erickson Health Centre
	Fairview Home *(Brandon)*
	Gilbert Plains Health Centre

			Glenboro Health Centre		
			Grandview Hospital		
			Grandview Personal Care Home		
			Hamiota Health Centre		
			Hartney Health Centre		
			McCreary Alonsa Health Centre		
			Melita Health Centre		
			Mental Health Crisis Services Program (includes Mobile Crisis Services, CSU, RAAM)		
			Minnedosa Hospital		
			Minnedosa Personal Care Home		
			Neepawa Health Centre		
			Primary Health Care Program		
			Residential Care Centre (McTavish Manor Brandon)		
			Reston Health Centre		
			Rideau Park *(Brandon)*		
			Rivers Health Centre		
			Roblin District Health Centre		
			Rossburn Health Centre		
			Russell Hospital		

			Russell Personal Care Home		
			Sandy Lake Personal Care Home		
			Sherwood Personal Care Home *(Virden)*		
			Shoal Lake – Strathclair Health Centre		
			Souris Health Centre		
			St. Paul's Home *(Dauphin)*		
			Swan River Valley Personal Care Home		
			Swan Valley Health Centre (including Swan Valley Lodge, Benito Health Centre)		
			Tiger Hills Health Centre *(Treherne)*		
			Tri-Lake Health Centre *(Killarney)*		
			Virden Health Centre		
			Wawanesa Health Centre		
			West-Man Nursing Home *(Virden)*		
			Westview Lodge *(Boissevain)*		
			Home Care Program		
			Public Health Program		
			Regional Programs *Addiction Services* *Chemotherapy* *Infection Prevention and Control* *Nurse Practitioners* *Palliative Care*		

	Regional Clinical Education *Wound Ostomy*
~~Dinsdale Personal Care Home *~~	~~Dinsdale Personal Care Home *(Brandon)*~~
Ste. Rose Health Centre Inc. *	Dr. Gendreau Personal Care Home *(Ste. Rose)*
	Ste. Rose Hospital
Winnipegosis Health Centre *	Winnipegosis Health Centre

** Identifies non-transferred sites*

Bargaining Unit Northern Health Region Employers Organization	
Employer List	**Site List**
Northern Regional Health Authority (NRHA) (Direct Operations)	Flin Flon General Hospital (including Flin Flon Clinic, Flin Flon Personal Care Home, Northern Lights Manor)
	Gillam Hospital
	Leaf Rapids Health Centre
	Lynn Lake Hospital
	Snow Lake Health Centre
	The Pas Health Complex (including St. Anthony's General Hospital, St. Paul's Residence, The Pas Clinic)
	Thompson General Hospital (including Northern Consultation Clinic, Northern Spirit Manor, Thompson Clinic, Eaglewood, Hope North Recovery Centre for Youth)

		~~Addictions~~ Substance Abuse & Recovery Home Care Program Public Health Program	
Appendix E	**Where a greater provision as contained in this Appendix below is obtained by another bargaining unit in the healthcare sector for any of the direct operations sites within any of the EO's in this Agreement, upon implementation nurses will simultaneously receive the same increase.** **MEALS – ELIGIBILITY FOR CLAIMS** **101** Breakfast – A nurse is expected to have had breakfast before the start of the day's work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when: (a) the nurse is in travel status; or (b) the nurse has been travelling for more than one (1) hour on Employer business before the recognized time for the start of the nurse's day's work. **102** Luncheon – A nurse is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many nurses, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when: (a) the nurse is in travel status; or (b) the nurse is away from the nurse's normal place of work and outside the site/worksite area which would cause the nurse to disrupt the nurse's normal mid-day or mid-shift meal arrangements. The inability of the nurse to return to the nurse's home or residence does not constitute grounds for claim for the cost of a purchased meal. **103** Dinner – A nurse may only claim for the cost of a dinner meal when: (a) the nurse is in travel status; or (b) the nurse has been travelling on Employer business and not expected to arrive back to the nurse's residence before 7:30 p.m. when a meal break not taken. Any extension of working hours at the normal place of work is covered under Article 3 – Meal Allowances During Overtime Work. No other meal claims except as provided in this Article shall be paid. **MEAL EXPENSES – TRAVEL WITHIN THE PROVINCE** **201** A nurse who is eligible may claim the actual cost of purchased meals up to the following maximum amounts: **Individual Meals**	Me too clause for Appendix E and increases.

	Breakfast Lunch Dinner (a) In areas covered by Remoteness Allowance Effective April 1, ~~2013~~2024 ~~$8.35~~ $9.19 ~~$10.35~~ $11.35 ~~$17.90~~ $19.69 (b) In all other areas Effective April 1, ~~2013~~2024 ~~$7.85~~ $8.64 ~~$9.85~~ $10.84 ~~$16.70~~ $18.37 When the "Province of Manitoba Meals & Miscellaneous Expenses" rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments. **202** For each full day in travel status an eligible nurse may claim a Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals as follows: **Per Diem Allowance** (a) In areas covered by Remoteness Allowance Effective April 1, ~~2013~~2024 ~~$36.60~~ $42.67 (b) In all other areas Effective April 1, ~~2013~~2024 ~~$34.40~~ $37.85 When the "Province of Manitoba Meals & Miscellaneous Expenses" rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments. **203** Where no overnight accommodation is involved only the appropriate individual expenses under Section 01 may be claimed. **204** Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt. **MEAL ALLOWANCES DURING OVERTIME WORK** **301** Extension of working day where a nurse's working day has been extended beyond the standard working day or shift at the normal place of work by EITHER: (a) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at the following rate: Effective April 1, ~~2013~~2024 - ~~$5.80~~ $6.38 per day (b) at least three and one-half (3½) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for "luncheon" in the appropriate area as shown in Article 2 – Meal Expenses – Travel Within the Province, shall be paid.	

When the "Province of Manitoba Meals & Miscellaneous Expenses" rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

302 A nurse in travel status is not entitled to the above allowances~~.~~

303 Special emergencies where special circumstances arise, (e.g. flood control, fire duties, etc.) and a nurse is required to work extended hours in connection with that emergency, with the authority of the Employer, the nurse may claim the cost of purchased meals appropriate to the period worked, as provided for under Article 2 – Meals Expenses – Travel Within the Province.

INCIDENTALS ALLOWANCE

401 A nurse who is in travel status may claim an incidentals allowance for each night of:

(a) commercial accommodation
~~Effective April 1, 2007 –~~ $4.60

(b) non-commercial accommodation
~~Effective April 1, 2007~~ - $3.20

When the "Province of Manitoba Meals & Miscellaneous Expenses" rates are adjusted and exceed the above rates, the Employer will adjust the rates retroactive to the date the Provincial rates take effect. All future rate adjustments will parallel the Provincial adjustments.

402 The incidentals allowance covers reimbursement for all incidental expenses except as provided in Article 5 – Miscellaneous Expenses During Travel.

MISCELLANEOUS EXPENSES DURING TRAVEL

501 Gratuities

No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.

502 Laundry

(a) Laundry charges must be supported by receipts and may only be claimed where the nurse is travelling on Employer business and overnight away-from-home accommodation is involved for a period in excess of four (4) consecutive nights.

(b) No claim may be made where special reimbursement arrangements have been made, such as a weekly or monthly allowance for living costs.

503 Parking

(a) A nurse may claim parking expenses as follows:

	(i) short-term parking, when the nurse is away from the workplace; and (ii) overnight parking where it is not provided with accommodation. (b) parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs i.e. limousine, taxi or bus, as available. **504** Telephone and Facsimiles (a) Charges for telephone calls and facsimiles necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or faxed and the city or town involved. (b) A nurse is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars and seventy-eight cents ($4.78) for each period of three (3) consecutive nights away from the nurse's residence on Employer business and overnight accommodation is involved. **TRAVEL STATUS – RETURN HOME OVER A WEEKEND** **601** Provided that work schedules permit, a nurse in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the nurse in travel status over the weekend. **602** If travel is by Employer vehicle, this cost should be evaluated at the per kilometer rate applicable for personal distance travelled for that class of vehicle. **ACCOMMODATIONS** **701** Nurses travelling on Employer business are entitled to standard hotel room accommodation with a bath when available. **702** The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of the Employer, be reasonable considering all relevant circumstances. **703** No accommodation expenses are claimable when the Employer provides a trailer or other suitable accommodation. **DEFINITIONS** **801** "Travel Status" means absence of the nurse from the nurse's permanent work location on Employer-approved business involving travel and accommodation. **Bargaining Note:** Interim Executive Director PHLRS and Manager of Labour Relations MNU to meet and discuss revisions to above or replacement.	
Appendix F	**Amend rates- remainder of Appendix F remains status quo.**	Editorial. Reflects current rate increases.

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

	Single	96.78	99.44	102.42	105.49	
	Crane River					
	Dependent	189.25	194.45	200.28	206.29	
	Single	137.49	141.27	145.51	149.88	
	Cross Lake					
	Dependent	341.91	351.31	361.85	372.71	
	Single	197.66	203.10	209.19	215.47	
	Dauphin River (Anama Bay)					
	Dependent	212.09	217.92	224.46	231.19	
	Single	150.51	154.65	159.29	164.07	
	Easterville					
	Dependent	156.83	161.14	165.97	170.95	
	Single	99.02	101.74	104.79	107.93	
	Flin Flon					
	Dependent	132.92	136.58	140.68	144.90	
	Single	82.70	84.97	87.52	90.15	
	Gillam					
	Dependent	273.16	280.67	289.09	297.76	
	Single	165.27	169.81	174.90	180.15	
	God's Lake Narrows					
	Dependent	376.76	387.12	398.73	410.69	
	Single	216.58	222.54	229.22	236.10	

	God's River					
	Dependent	381.66	392.16	403.92	416.04	
	Single	219.92	225.97	232.75	239.73	
	Grand Rapids					
	Dependent	152.48	156.67	161.37	166.21	
	Single	94.26	96.85	99.76	102.75	
	Ilford					
	Dependent	408.11	419.33	431.91	444.87	
	Single	233.60	240.02	247.22	254.64	
	Island Lake/Garden Hill					
	Dependent	351.00	360.65	371.47	382.61	
	Single	200.50	206.01	212.19	218.56	
	Jen Peg					
	Dependent	249.29	256.15	263.83	271.74	
	Single	149.00	153.10	157.69	162.42	
	Lac Brochet					
	Dependent	413.95	425.33	438.09	451.23	
	Single	237.47	244.00	251.32	258.86	
	Leaf Rapids					
	Dependent	210.85	216.65	223.15	229.84	
	Single	130.87	134.47	138.50	142.66	
	Little Grand Rapids					

	Dependent	338.28	347.58	358.01	368.75	
	Single	191.84	197.12	203.03	209.12	
	Lynn Lake					
	Dependent	217.75	223.74	230.45	237.36	
	Single	131.83	135.46	139.52	143.71	
	Manigotagan					
	Dependent	210.98	216.78	223.28	229.98	
	Single	124.72	128.15	131.99	135.95	
	Matheson Island					
	Dependent	215.07	220.98	227.61	234.44	
	Single	152.50	156.69	161.39	166.23	
	Moose Lake					
	Dependent	227.70	233.96	240.98	248.21	
	Single	140.78	144.65	148.99	153.46	
	Negginan/Poplar Point					
	Dependent	323.31	332.20	342.17	352.44	
	Single	185.94	191.05	196.78	202.68	
	Nelson House					
	Dependent	232.80	239.20	246.38	253.77	
	Single	142.17	146.08	150.46	154.97	
	Norway House					
	Dependent	304.11	312.47	321.84	331.50	

	Single	173.90	178.68	184.04	189.56	
	Oxford House					
	Dependent	369.57	379.73	391.12	402.85	
	Single	211.41	217.22	223.74	230.45	
	Pikwitonie					
	Dependent	298.15	306.35	315.54	325.01	
	Single	178.60	183.51	189.02	194.69	
	Pukatawagan					
	Dependent	245.69	252.45	260.02	267.82	
	Single	150.92	155.07	159.72	164.51	
	Red Sucker Lake					
	Dependent	374.78	385.09	396.64	408.54	
	Single	214.99	220.90	227.53	234.36	
	St. Therese Point					
	Dependent	351.00	360.65	371.47	382.61	
	Single	200.50	206.01	212.19	218.56	
	Shamattawa					
	Dependent	401.11	412.14	424.50	437.24	
	Single	232.91	239.32	246.50	253.90	
	Sherridon					
	Dependent	242.80	249.48	256.96	264.67	
	Single	148.93	153.03	157.62	162.35	

	Snow Lake				
	Dependent	182.40	187.42	193.04	198.83
	Single	113.40	116.52	120.02	123.62
	Southern Indian Lake				
	Dependent	386.36	396.98	408.89	421.16
	Single	222.85	228.98	235.85	242.93
	Split Lake				
	Dependent	401.95	413.00	425.39	438.15
	Single	229.44	235.75	242.82	250.10
	Tadoule Lake				
	Dependent	420.28	431.84	444.80	458.14
	Single	241.92	248.57	256.03	263.71
	The Pas				
	Dependent	124.74	128.17	132.02	135.98
	Single	76.25	78.35	80.70	83.12
	Thicket Portage				
	Dependent	297.51	305.69	314.86	324.31
	Single	178.12	183.02	188.51	194.17
	Thompson				
	Dependent	198.60	204.06	210.18	216.49
	Single	139.54	143.38	147.68	152.11
	Wabowden				

	Dependent	254.91	261.92	269.78	277.87	
	Single	173.94	178.72	184.08	189.60	
	Waterhen					
	Dependent	157.50	161.83	166.68	171.68	
	Single	98.49	101.20	104.24	107.37	
	York Landing					
	Dependent	405.45	416.60	429.10	441.97	
	Single	236.16	242.65	249.93	257.43	
MOU #1: Ratification of Collective Agreement	***Amend to read:*** The ratification date of the current Collective Agreement occurred on **XXX XX**, 2024.					Editorial.
MOU #5 Re: Agency Nurses	***Amend to read:*** **IEHRHO, SHREO, PMHREO, NHREO, SHEO, WCHREO** The Employer commits to making best efforts to minimize to the greatest degree possible the use of nurses employed by outside agencies ("agency nurses") to fill occasional available shifts. **Any Employer within the EO shall not retain or hire as an agency nurse, any nurse who is also an employee of any Employer within the EO. In order to avoid such occurrence, the Employer may at its discretion require the nurse to disclose any agency employment and clearly communicate the prohibition to work as an agency nurse within the same EO where a nurse is already employed.** The Employer affirms its commitment that such shifts, including those which result from not filling term or permanent positions for a period of time, will be offered first to facility/site nurses in accordance with the provisions of the Collective Agreement. Only when nurses at the facility, **other sites and/or the Provincial Travel Nurse Team** ~~/site~~ are not available, will the facility/site resort to seeking assistance from outside agencies. The Employer further agrees to meet with the Union on a quarterly basis through the NAC meeting process, to review trends and data (number of agency nurses used, reasons for use and process management used to attempt to obtain facility/site nurses) and explore alternatives to minimize the use of agency nurses to the greatest degree possible. Included in the data provided will be hours of agency nurses used by classification, and separated by Region and site. Such report will be provided to MNU Central on a quarterly basis to facilitate discussion. It is understood that the information provided may only be discussed at the NAC meetings, and shall not be disclosed or relied upon in any other forum other than the grievance/arbitration procedure. Should there be questions arising from the report, such inquiries should be directed to the appropriate Region for resolution.					Editorial to include Provincial Travel Nurse Team. Eliminate nurses working as Employees and agency nurses in the same EO.
MOU #6 Re: Group Benefits Plan	***Amend to read:***					Editorial.

	IERHO, SHREO, PMHREO, NHREO, SHEO, WCHREO 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~~ **shall** ~~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, D & R Plan and Employee Assistance Plan. The ~~newly~~ Jointly Trusteed Plans ~~shall be~~ **is** successor to the former MHO plans. The parties ~~agree~~ **acknowledge** that the plans' assets, liabilities and surplus ~~will be~~ **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.	
MOU #8 Re: Group Registered Retirement Savings Plan	***Delete***	No nurses enrolled in this plan.
MOU #12 Re: Provisions for Part time Nurses Occupying More Than One Position Within the Sites Comprising the Employer	***Amend to read:*** **SHEO, WCHREO** ***Remainder of MOU to remain status quo*** 6. The sum total of the equivalent of one (1) EFT for positions occupied will not be exceeded. Should the sum of the positions occupied equal 1.0 EFT, the employment status ~~will~~ **is** ~~continue to~~ be ~~part-time~~ **considered to be full-time, for the purposes of qualification for any full-time incentive.** ~~Unless~~ **If** a nurse holds more than one part-time position on the same unit/**program** and it is possible to amalgamate the positions to increase the employment status of the nurse to full-time, **the Employer shall convert the nurse to full-time status.** **SHREO, IEHREO, NHREO, PMHREO** ***Remainder of MOU to remain status quo*** ~~(d) Where the sum of the positions occupied equal one (1.0) EFT, the status of the nurse will continue to be part-time, (i.e. status will not be converted to full-time), and the provisions of Article 34 will apply based on the total of all active positions occupied, unless specified in this article.~~ **(d)** Where the sum of the positions occupied equal one (1.0) EFT, the status of the nurse will continue to be part-time**, but is considered to be full-time for the purposes of qualification for any full-time incentive**, (i.e. status will not be converted to full-time), and the provisions of Article 34 will apply based on the total of all active positions occupied, unless specified in this article. **If a nurse holds more than one part-time position on the same unit/program and it is possible to amalgamate the positions to increase the employment status of the nurse to full-time, the Employer shall convert the nurse to full-time status.**	Standardizes and clarifies that nurses who hold multiple part time positions that equate to full time receive any full time incentive.
MOU #13	***Amend to read:*** **IEHREO, SHREO, PMHREO, NHREO, WCHREO**	Editorial – vacation provisions moved to Article 21

Re: Nurse Practitioner Positions	~~The terms of the Collective Agreement shall be applicable to Nurse Practitioner positions except as modified hereinafter.~~ ~~The following shall apply to all Nurse Practitioner positions.~~ ~~1. APPENDIX "B" shall apply effective April 1, 2021.~~ ~~2. Article 2103(a) - A nurse occupying a Nurse Practitioner position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:~~	

~~**Length of Employment**~~	~~**Rates at Which Vacation Earned**~~
~~In the first ten (10) years~~	~~Twenty (20) days/four (4) weeks (155 hours) per year~~
~~In the eleventh (11th) to twentieth (20th) year inclusive~~	~~Twenty-five (25) days/five (5) weeks (193.75 hours) per year~~
~~In the twenty-first (21st) and subsequent years~~	~~Thirty (30) days/six (6) weeks (232.50 hours) per year~~

~~**NHREO**~~

~~**Length of Employment**~~	~~**Rates at Which Vacation Earned**~~
~~In the first ten (10) years~~	~~Twenty-five (25) days/five (5) weeks (193.75 hours) per year~~
~~In the eleventh (11th) to twentieth (20th) year inclusive~~	~~Thirty (30) days/six (6) weeks (232.50 hours) per year~~
~~In the twenty-first (21st) and subsequent years~~	~~Thirty-five (35) days/seven (7) weeks (271.25 hours) per year~~

~~Two (2) additional paid days travel time will be granted each year.~~

~~**WCHREO**~~
~~***Applicable for Churchill Health Centre site only:***~~

~~**Length of Employment**~~	~~**Rates at Which Vacation Earned**~~
~~In the first ten (10) years~~	~~Twenty-five (25) days/five (5) weeks (193.75 hours) per year~~
~~In the eleventh (11th) to twentieth (20th) year inclusive~~	~~Thirty (30) days/six (6) weeks (232.50 hours) per year~~
~~In the twenty-first (21st) and~~	~~Thirty-five (35) days/seven (7) weeks~~

	~~subsequent years (271.25 hours) per year~~ ~~3. Article 2103 (b) – shall include those nurses occupying a Nurse Practitioner position.~~ ~~4. Article 2103 (c) shall apply to nurses occupying a Nurse Practitioner position.~~ ~~***Applicable @ Churchill Health Centre site only:***~~ ~~In addition to the above, Article 2103 (d) shall apply to nurses occupying a Nurse Practitioner position.~~ ***The following shall only apply to Nurse Practitioners working in Community Health/Public Health***: 5. ~~***Effective April 1, 2022:***~~ Seventy-seven and one half (77.50) hours shall constitute a bi-weekly pay period of work (2015 hours per annum). The Nurse Practitioner may vary hours worked in order to effectively carry out the accountabilities and responsibilities of the position provided the Nurse Practitioner first obtains the pre-approval, in writing, from their immediate supervisor or designate. 6. For the Nurse Practitioner (Community Health) Articles 16, 17 and 18 shall apply effective April 1, 2022. 7. Community nursing position(s) are subject to the provisions in the Collective Agreement applicable to community nurses. The position shall have a base of operations as identified by the Employer. A Nurse Practitioner may be required to provide services in other regional locations on a temporary or assigned basis. The nurse shall be entitled to reimbursement for travel expenses as set out in the Collective Agreement. ***The following shall only apply to Nurse Practitioners working in Acute Care/Long Term Care:*** 8. Seventy-seven and one half (77.50) hours shall constitute a bi-weekly pay period of work (2015 hours per annum). The Nurse Practitioner may vary hours worked in order to effectively carry out the accountabilities and responsibilities of the position Articles 16, 17 and 18 shall apply. ~~9. The salary scale for the Nurse Practitioner shall be as set out in APPENDIX "A" – SALARIES.~~	
MOU #13A. Re: Provisions for Nurse Practitioners Prior to April 1, 2022	**IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** ***Delete***	
MOU #14. Re: Mentorship	**IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** ***Delete*** **Replace with Article 19XX**	
MOU #15. Re: Nurse Weekend Worker (Hereinafter referred to as Weekend Worker)	**IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** ***Moved to Article 17XX***	
MOU #19 Former Civil Service Nurses Who Have Maintained Their Pension with the Civil Service Superannuation Plan	**IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** ***Update example as follows:*** - Nurse submits retirement notice on ~~March 1, 2015~~ **March 1, 2024** - **Four (**4**) fiscal** years = fiscal year of ~~2019/2020~~ **2028/2029** - Nurse must retire prior to March 31, ~~2020~~ **2029**	Editorial.
MOU #20 Grievance Investigation Process	***Amend to read:*** **IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** The process is intended to create a harmonious relationship in order to promptly resolve grievances in an economical fashion.	Editorial.

	On this basis, the parties are committed to the utilization of the following process where it is mutually agreed to be appropriate. In the event that either party states that it is inappropriate to utilize the process and prior to a failure to utilize the process, the ~~Director of Labour Relations~~ **Executive Director** of the MNU and the Director of the PHLRS shall review the matter and exchange the positions of the parties. The parties hereto agree that the following conditions shall apply to the implementation and operation of the Grievance Investigation Process: **Part 1 GENERAL** ~~1. It is understood that this process and the appointment of the Grievance Investigator is to continue concurrent with the Collective Agreement. The Collective Agreement is for the period April 1, 2017 to the date of ratification of a new Collective Agreement, and subject to the Term of the Collective Agreement.~~ ***Remainder of MOU status quo.***	
MOU #21. Re: Transfer- Job Selection	**IEHREO, SHREO, PMHREO, NHREO, SHEO, WCHREO** ***Incorporate into Article 2502***	
MOU #22: Re: 12 Hour shift Schedule Pattern	***Amend to read:*** **IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** ***Remainder of MOU to remain status quo.*** (b) **The Employer shall make all reasonable efforts to ensure all nurses affected have an opportunity to vote. Amongst those nurses participating in the vote, a** majority of sixty percent (60%) of the nurses affected must vote in favour of the shift change before a trial of the "12 Hour" shift can proceed. Nurses terminating employment in the unit/worksite/program prior to the commencement of the trial period will not be entitled to vote. A letter will be forwarded to the Regional and ~~Local/~~Worksite President informing them that the unit/worksite/program is examining a "12 Hour" rotation.	Editorial to clarify who can vote in regards to converting to 12 hour shift.
MOU #23 10 Hour Shift Schedule Pattern	***Amend to read:*** **IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** ***Remainder of MOU to remain status quo.*** (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/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 "10 Hour" rotation.	Editorial to clarify who can vote in regards to converting to 10 hour shift.
MOU #24 7.75/11.63 Hour Shift	***Amend to read:*** **IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** ***Remainder of MOU to remain status quo.*** (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	Editorial to clarify who can vote in regards to converting to 7.75/11.63 hour shift.

	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.	
MOU #25. Re: Transfer of Program as per Article 4204 (A)	***Amend to read:*** **IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** In the event a Transfer of Program as per Article 4204 (A), the parties agree that where affected nurses hold accrued seniority and service at multiple Employers/facilities/ programs/sites, the parties will review the effect of the restructuring on such nurses to ensure fairness ~~and equity~~ in the recognition of **accrued** seniority and service. **Such considerations shall include amalgamation of earned seniority and service from multiple positions into a singular position. The parties agree the intention of this memorandum is to avoid disentitling a nurse from seniority and service earned.**	Allows nurse to retain all service and seniority for multiple positions when changes imposed by Employer.
MOU #26. Re: Relocation Assistance as per Article 4204 (A) – Program Transfers	***Amend to read:*** **IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** 2. The relocation costs will be paid up to a maximum of ~~$5,000.00~~ **$7500.00**. **In exceptional circumstances where a nurse is relocated, particularly but not exclusively, to a remote area and moving costs exceed the prescribed maximum, the Employer shall provide due consideration to pay such moving expenses. The Employer may require a longer service commitment in exchange for coverage of the costs. Such to be negotiated with the Union.**	Increase of relocation assistance.
MOU #29. Critical Incident Stress Management (CISM)	***Move to Article 7A:*** ***Amend to read:*** **IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** **Re: Critical Incident Stress ~~Management~~ Response (CIS~~M~~R)** Whereas certain Employers have implemented and maintained a Critical Incident Stress ~~Management~~ **Response**Team to provide support to nurses affected by a Critical Incident, an incident or circumstances that are deemed by the nurse to be outside the normal experience of their duties/workplace, or who may experience additional and significant stress related to their duties, the parties agree as follows: Where such CIS~~M~~R teams exist, the respective Employer shall make all reasonable efforts to maintain such for the life of this Collective Agreement. The Employer will communicate to members the option to activate CIS~~M~~R as well as provide information as to the nature of the support provided by the CIS~~M~~R teams. Such information shall include (a) under what circumstances and situations where CIS~~M~~R will be activated (b) the nature of the support provided by CIS~~M~~R – i.e. debriefing, peer support (c) the necessary contact information to activate CIS~~M~~R. 1. Where maintenance of CIS~~M~~R teams is no longer reasonably possible the Employer shall provide the Union as much notice as possible and the parties shall meet to discuss what options are to be implemented to continue provision of similar support to nurses. 2. Where the Employer, does not currently maintain a CIS~~M~~R team, they shall provide the Union with the specifics of how nurses are provided support similar to that provided by CIS~~M~~R teams, and through what programs and/or services. 3. The Employer may agree to add additional teams as the need arises.	Editorial

MOU #30. Re: Provincial **Travel Nurse Team** (the "~~Pool~~ **Team**")	***Amend to read:*** **IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** **Re: Provincial Travel Nurse Team ("Team") (Applies to Full Time, Part Time and Casual Nurses unless expressly stated otherwise** **WHEREAS** there is a need to meet health care service delivery requirements throughout the Province of Manitoba; **AND WHEREAS** the parties recognize the need for a stable, reliable and skilled nursing workforce to effectively address the ongoing demands of various patient/resident care needs, with less reliance upon external contracted resources; **AND WHEREAS** the parties wish to encourage and incentivize nurses to help meet these requirements through participation in the ~~Pool~~**Team**; **AND WHEREAS** retention, recruitment and training of nurses is a priority for the Manitoba government, health system Employers and the Manitoba Nurses Union; **AND WHEREAS** the parties recognize there are significant nursing retention and recruitment challenges and the parties agree that ongoing, focused effort on retaining and attracting nurses to the provincial health system is required; **AND WHEREAS** the parties have conducted collaborative discussions related to retention and recruitment of nurses in the Collective Agreements between the Employers and the Union, including the Provincial ~~Float Pool~~ **Travel Nurse Team** (P**TNT**) and the intention of the parties is that these discussions continue; **AND WHEREAS** the Provincial ~~Float Pool~~ **Travel Nurse Team** is intended to make significant improvements in nurse staffing levels, significantly decrease the Employers' reliance on agency nurse usage, reassignment or temporary transfer of nurses due to staffing shortages and mandatory overtime usage by the Employers listed in Appendix "D" of the Collective Agreement; **AND WHEREAS** the parties have determined they wish to modify and or amend certain conditions of the Memorandum of Understanding #30 (the Provincial ~~Float Pool~~ **Travel Nurse Team** MOU), as well as the Memorandum of Understanding Re: Interpretation of MOU #30 Re Provincial ~~Float Pool~~ **Travel Nurse Team** dated November 29th 2022, as indicated herein and agree as follows: It is understood between the parties that the following interpretation and application will be applied as it relates to the Provincial ~~Float Pool~~ **Travel Nurse Team** (PTNT) 1. Prior to implementation of the PTNT, nurses whose sites may be affected by the introduction of the PTNT program shall be provided reasonable opportunity to increase their EFTs. 2. Shared Health (direct operations) (the "Employer") shall establish the Pool and will employ nurses in positions in the ~~Pool~~ **Team**. ~~Pool~~ **Team** nurses will be covered by the terms of the Shared Health Employers Organization Collective Agreement (the "Shared Health Collective Agreement"), on the terms and conditions set out herein. Where the terms and conditions of this Memorandum of Understanding conflict with other provisions of the Shared Health Collective Agreement, this MOU shall govern. 3. ~~Pool~~ **Team** nurses shall be entitled to work in any Employers Organization in the Province and shall be governed by the Shared Health Collective Agreement only. 4. The purpose of ~~Pool~~ **Team** assignments for full-time, part-time, and casual nurses is to address staffing shortages caused by gaps in coverage such as for sick leave; vacation; leaves of absence; educational leaves; skills maintenance; surges in workload; unanticipated absences; unfilled vacancies; and such other causes as are experienced from time to time. For purposes of clarity available shifts will be offered in accordance with #30. below.	Updates and incorporates all current active memos for Provincial Travel Nurse Team into a singular current MOU.

5. The Employer and the Union shall consult from time to time regarding the processes to be followed in the creation, development, and evolution of the ~~Pool~~ **Team** and ~~Pool~~ **Team** positions. Pool processes will consider the requirements of patient/resident care, recognition of the importance of a healthy workplace and value overall wellbeing of nurses, as well as input from the Employer and the Union regarding that:
    - assignments will be based on service delivery requirements;
    - travel will be required to designated locations for designated periods of time, and accommodation, where necessary, will be provided by the Employer;
    - shift schedules may be variable and flexible as per #30. below;
    - other considerations may arise in achieving the goals of the ~~Pool~~ **Team**.

6. The Employer will create ~~Pool~~ **Team** positions, which shall be posted and include the following information:
    - EFT (if applicable), anticipated shift schedule, and type of position (Permanent, Term or Casual);
    - **may include areas or sites** in the Province to which the position applies, or may be subsequently determined in consultation with the nurse, ~~with a minimum commitment of 50% away from home base~~, ~~including site(s) or assignment(s) or a general description of the anticipated location(s) of work;~~
    - ~~premium rate;~~
    - ~~accommodation arrangements, if applicable;~~
    - travel requirements and rates, and home base for purposes of determining same, if applicable;
    - nursing specialty, qualifications, and skills, as applicable; and
    - such other information as the Employer determines necessary.

7. **Where a nurse already holds a position with a Central Table Employer such shall be designated as** the nurse's home base ~~will be determined at time of job award~~ and will be included in the offer letter, for purposes of determining travel and accommodation entitlements.

8. Schedules shall be determined by the Employer, within the scope of the posting subject to #30. below, and on reasonable notice to the nurse.

9. Each site to which a nurse is assigned will provide an orientation period to the nurse. The orientation shall be of sufficient duration to assist the nurse in becoming familiarized with essential information such as policies, procedures, routines, location of supplies and equipment, and fire and disaster plans.

10. Operational direction of the nurse will be the responsibility of the site to which a nurse is assigned. The Employer shall ensure the nurse is advised of who will provide operational direction at the site.

11. Any mileage **expenses incurred**, ~~travel time, parking, per diem, accommodation, and other travel expenses incurred~~ shall be compensated in accordance with **the Collective Agreement** ~~Appendix "A" to this MOU~~.

~~12. Assignment to sites within the expectations of the position posted shall be at the reasonable discretion of the Employer, with as much advance notice as is reasonably practicable.~~

~~13. Assignment of shifts to a Pool position shall occur after consideration of patient/resident/client care requirements and the provisions of the applicable site Collective Agreement governing the assignment of available shifts to nurses employed at the site. In the North, and other~~

~~difficult to staff sites, where it is reasonable to conclude that staffing through the applicable site Collective Agreement will not be effective, Pool assignments can be made without reference to the applicable site Collective Agreement.~~

14. ~~The premium rate for these Pool positions shall be $3.00/hour or 7.5% (whichever is greater) for all hours worked, based on a 50/50 split of home base/away assignments. The rate will be subject to upward adjustment up to $6.00/hour or 15% (whichever is greater) for 0/100% home base/away assignments.~~

15. **With the exception of Shared Health nurses as described in #20. below**, the ~~Pool~~ **Team** shall be considered to be a site within the Employer for purposes of Appendix "D" – Site List. As a result, hours worked in a ~~Pool~~ **Team** position shall not be considered as hours worked for purposes of determining overtime for any other positions occupied by the nurse within the Employer.

16. Vacation and vacation pay, where applicable, will be provided in accordance with the Collective Agreement. Where possible, reasonable consideration will be given to aligning ~~Pool~~ **Team** vacation requests with the vacation requests of nurses who hold another position(s).

17. Nurses participating in the ~~Pool~~ **Team** are not eligible to receive the payments outlined in Appendix F – Bi-Weekly Remoteness Allowance, nor the Isolation/Remoteness Retention Allowance.

18. If the Employer at the site to which a nurse is assigned has concerns about the nurse's performance, these may be addressed informally by that Employer, but formal performance management shall be provided by the Employer only.

19. Seniority shall accrue with the Employer as provided in the Shared Health Collective Agreement.

~~Appendix "A"~~

~~Travel Expense Reimbursement~~

~~Nurses whose assignment is more than 50 km from their home base shall be entitled to reimbursement of the following expenses incurred in accordance with the Shared Health Collective Agreement and Employer policies, unless noted otherwise:~~

~~(i) Mileage and parking expenses.~~
~~(ii) Return airfare where required.~~
~~(iii) Where required, accommodations will be provided if available. Where accommodations cannot be provided, the nurse will be reimbursed for reasonable accommodations made.~~

~~Per Diem~~

~~A per diem shall be paid for each day of work and travel, provided the nurse is assigned more than 50 km from their home base:~~

~~(i) $45 per day; or~~
~~(ii) $60 per day for travel to the North.~~

~~Travel Time~~

~~(i) Travel time in excess of 50 km from the nurse's home base shall be paid at the nurse's regular rate of pay, up to a maximum of four (4) hours each way.~~
~~(ii) A nurse travelling on a regular scheduled day of work will not suffer any loss in basic salary as a result of missing any portion of a scheduled workday due to travel.~~

20. ~~Where a nurse holds a position with a Central Table Employer site, facility or program (as listed in Appendix "D" of the Collective Agreement), such shall be considered the nurse's "home base" as per MOU #30.~~ Hours worked at "home base" are not eligible for the 15% or $6 per hour, whichever is greater, premium.

    (i) Where a nurse currently holds a position with an Employer who is part of the Shared Health Employer Organization, they shall be provided opportunity to accept a position in the ~~PFP~~ **PTNT**. The positions shall be considered a separate site except for:

        (a) Where a nurse holds a Central Table Employer (including Shared Health) position and a ~~PFP~~ **PTNT** position, where the combined EFTs meet or exceed a 1.0 EFT, the nurse shall be considered to qualify for the Full Time Incentive(s) in accordance with the Collective Agreement and any other active memorandum.

21. All hours worked away from the home base will be provided the premium rate of $6.00/hour or 15% (whichever is greater). Where a nurse does not hold a position with a Central Table Employer facility, site or program, the nurse shall NOT be considered to have a "home base" and all hours worked in the ~~PFP~~ **PTNT** shall be considered as "away". All hours worked in "away" status are eligible for the $6 or 15% per hour, whichever is greater, premium. However, for the purposes of the ~~PFP~~ **PTNT** nurses, hours engaged in travel are not eligible for the premium.

22. When a nurse from the ~~PFP~~ **PTNT** is assigned to work in Northern Manitoba (Northern Regional Health Authority, Berens River and Churchill), instead of the premium outlined in the Provincial ~~Float Pool~~ **Travel Nurse Team** agreement ($6.00 or 15%, whichever is greater), they shall be paid the premium of $10.00 per hour or 25%, whichever is greater, for all hours worked, but not including hours engaged in travel.

23. Overtime –

    a. Overtime shall be time worked which exceeds the normal daily shift as defined in Article 14 of the Collective Agreement; or

    b. Due to the nature of the compressed work schedule associated with a ~~Pool~~ **Team** position an annual paid hours reconciliation will be conducted for the period of April 1 to March 31 each year. Hours paid over 2015 annual hours will be paid at the applicable overtime rate as outlined in the Collective Agreement.

24. Where a nurse accepts a full time or part time position with the ~~PFP~~ **PTNT** they shall qualify for any incentive(s) in accordance with the Collective Agreement and any other active memorandum.

25. Where a nurse is required to work 50 kilometers or less from their residence (measured in distance via serviceable public roadway) the nurse is not eligible to receive mileage, travel time or per diem.

26. Where a nurse is required to work in an "away" capacity greater than 50 kilometers from their residence (measured in distance via serviceable public roadway) they shall receive:

	(i) Travel time, exclusive of time spent traveling to the province of Manitoba, will be paid at the nurse's regular rate of pay **(or at 1.5x on a Recognized Holiday)** for all hours engaged in travel, up to a maximum of 8 hours, however the Employer will pay beyond 8 hours in cases of exceptional circumstances Travel time shall not be considered as part of the nurse's EFT, however travel time in combination with the nurse's EFT shall be applicable towards qualification for any of the existing incentives (Full Time, Retention/Recruitment). However, where circumstances arise where travel time to a remote location routinely exceeds eight (8) hours in duration by the most direct and efficient means, the parties agree to revisit the maximum amount to reflect the amount of travel time actually required for that location. For clarity travel time shall be counted towards duration of work for the purposes of Article 1504 (h). (ii) Where the nurse utilizes their personal vehicle, they shall be provided the mileage rate as per the Collective Agreement. The most direct travel route shall be used for the calculation using Google Maps via serviceable public roadway. (iii) A nurse travelling on a regular scheduled day of work will not suffer any loss in basic salary as a result of missing any portion of a scheduled workday due to travel. (iv) No nurse will be compelled to involuntarily accept an assignment where travel exceeds four (4) hours in duration. (v) Where required, accommodations will be provided if available. Where accommodations cannot be provided, the nurse will be reimbursed for reasonable accommodations made. 27. Per diem of $60 per day, south of 53rd parallel, or $65 north of the 53rd parallel for each day in "away" status. Where travel is of significant distance from the nurse's residence the Employer shall provide return airfare, taxi or vehicle rental expenses as required and provide suitable accommodation for the duration of all "away" assignments. A personal automobile may be used for travel when other transportation is unavailable, or it is determined to be, with the prior approval of the Employer, an efficient and practical method. Reimbursement shall not exceed the amount that would have been paid if the nurse had traveled on a commercial carrier (documentation should be provided noting what the price of travel by the commercial carrier would have been) and shall be calculated on the mileage rate as per the Collective Agreement. Where nurses elect to use a personal automobile between their residence and station or airport, the nurses may claim a mileage allowance and parking, with the total amount allowed not to exceed the equivalent cost of taxi service. In determining the efficiency and practicality of personal vehicle usage versus commercial carrier or other form of commercial travel the following shall be taken into account: a) Availability of commercial travel on the date travel would be required in order to attend for the required shift(s). b) Difference in travel time between use of commercially available travel for the required dates and use of personal vehicle. c) Difference in cost of required additional accommodation for use of personal automobile versus use of commercial travel, taxi or rental vehicle (where applicable). For the purposes of this section, when disputing the efficiency and practicality of the use of a personal vehicle, the onus will be on the Employer to;	

i) demonstrate the travel for the prescribed period could have been accomplished more practically and efficiently through an alternate reasonable method.

ii) have provided sufficient advance notice to the nurse in such circumstances such that there was a reasonable opportunity for the nurse to amend travel plans to align with the Employer's preferred method of travel.

28. Where a nurse is designated to work in another facility, site or program or in travel status within twenty-four (24) hours of the conclusion of their designated shift, they shall not be mandated to work overtime. Exception would be when the ~~Pool~~ **Team** nurse is the only assigned nurse and unable to leave. In such case the Employer(s) shall provide the nurse with a minimum of eight (8) hours clear rest between cessation of work and commencement of travel or commencement of attending the start of a scheduled shift at another facility/site/program. The nurse shall not suffer a loss of pay for any hours of the shift designated to be worked in another facility/site/program that is missed as a result of providing the clear rest period.

29. The Employer commits that the locations where a nurse may work will be determined by taking into primary consideration the indicated preference(s) of the nurse. The Employer commits to a stable list of sites where the nurse will work with consideration taken of the operational needs of the Employers. Unless waived by agreement between the nurse and the Employer, the nurse's preferred sites must include at least one (1) of either rural or northern Employer Organization. The Employer and Union agree that ~~PFP~~ **PTNT** nurse familiarity and experience with a constant site assignment is beneficial to patient/resident care. Where any changes are unavoidably necessary to ensure maintenance of the nurses' EFT such will be made through mutual agreement whenever reasonably possible. Where there is no mutual agreement between the nurse and the Employer, the Employer shall not compel a nurse to travel to a non-preferred site (Appendix D) without significant notice (minimum two weeks), so as to provide stability to the nurse's assignment within the relevant posting periods. The Employer commits to maintain an environment of attractiveness/desirability for ~~PFP~~ **PTNT** positions so as to maximize recruitment/retention of nurses and tangible mitigation/reduction of Agency nurse use. Such will include stability of assignment and avoidance of assignment to nonpreferred sites unless significant urgent and exigent circumstances make such unavoidable in order to provide necessary patient care. In the circumstance that the Employer compels the nurse to travel to and/or work at a non-preferred site, the nurse shall be compensated at double the premium amount for the Provincial ~~Float Pool~~ **Travel Nurse Team**, applicable as **per Article 2805** Re: Involuntary Reassignment in Event of Staffing Shortages.

30. Re: Application of Article 15 as it relates to nurses employed in the Provincial ~~Float Pool~~ **Travel Nurse Team**

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

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

	In regards to the assignment of shifts for the FT and PT ~~PFP~~ **PTNT** nurses, it is understood that FT and PT ~~PFP~~ **PTNT** nurses will be assigned shifts prior to the PT site nurses picking up additional available shifts in order to guarantee the EFT of the ~~PFP~~ **PTNT** nurses. Determination of allocation of shifts is as follows: i) Site nurses to fulfill EFT ii) Site Float/Relief to fulfill EFT iii) Regional Float/Relief Pool to fulfill EFT iv) Provincial ~~Float Pool~~ **Travel Nurse Team** to fulfill EFT Once the above EFT's are assigned, then posted anticipated additional available shifts will be awarded as follows: i) Part time site nurses (not in OT position) ii) Part time site Float or Relief Pool nurses (not in OT position) iii) Part Time Regional Float (not in OT position) iv) Site Casual nurses (not in OT position) v) Site Casual Float / Relief Pool nurses (not in OT position) vi) Regional casual nurses (not in OT position) vii) Provincial ~~Float Pool~~ **Travel Nurse Team** Part Time (not in OT position) viii) ~~PFP~~ **PTNT** casual nurses (not in OT position) viii) Full time nurses at site (in OT position) ix) Part Time nurses at site (in OT position) x) Full time Site Float or Relief nurses (in OT position) xi) Part time Site Float or Relief nurses (in OT position) xii) Full time Regional Float (in OT position) xiii) Part time Regional Float (in OT position) xiv) Site Casual nurses (in OT position)	

	xv) Casual Site Float or Relief nurses (in OT position) xvi) Casual Regional Float nurses (in OT position) xvii) Casual Regional nurses (in OT position) xviii) Full time ~~PFP~~ **PTNT** nurses (in OT position) xix) Part Time ~~PFP~~ **PTNT** nurses (in OT position) xx) Casual ~~PFP~~ **PTNT** nurses (in OT Position) Overtime shall be awarded in accordance with Article 16 of the Shared Health Collective Agreement. 31. Recognizing the operational challenges and difficulties for remote facilities/sites, ~~PFP~~ **PTNT** nurses will be assigned shifts at regular rates in such facilities/sites during the scheduling period after site nurses schedules are determined in order to fulfill their respective EFT, and may be assigned shifts prior to site nurses being offered overtime. Overtime will be offered to Full and Part Time nurses at a site prior to overtime for ~~PFP~~ **PTNT** nurses for the following remote sites: Churchill, NRHA, Berens River. The exception for these sites is meant to address the travel and work/life balance difficulties associated with bringing nurses to these remote locations to mitigate unfilled shifts. The intent is not to disadvantage site nurses, but to ensure adequate ~~PFP~~ **PTNT** nurses are willing to fill such shifts in a manner that avoids excessive and inefficient travel. 32. Excluding Casual Nurses: Where a nurse is able to remain at, or return to, their residence but cannot travel to the scheduled site due to whiteout/blizzard conditions in Manitoba as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or Manitoba Infrastructure, or due to flight cancellations in Manitoba: a) the nurse shall be rescheduled at a mutually agreeable time if reasonably possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. b) Where the scheduling of such shift cannot be reasonably accommodated the nurse shall be compensated at a rate of two (2) hours basic pay per eight (8) hours or portion thereof of scheduled work hours missed. c) If the nurse can reasonably be rescheduled and chooses not to be rescheduled, the nurse may take the time from current banked time which includes banked overtime, Recognized Holidays or vacation. d) The nurse shall be compensated at the rates described in #27, 28 & 29 of this MOU for all hours and expenses engaged in attempts to travel to the scheduled worksite as well as the return home.	

e) Includes Casual Nurses: Where a nurse is engaged in travel to a scheduled site and is unable to arrive there and/or to return home due to conditions as described in 12 above, the nurse shall be reimbursed for all related expenses incurred and paid for the duration of the scheduled shift. When the nurse arrives at home they shall be then compensated as described in b) above.

33. Where incentives (monetary or non-monetary) associated to the ~~PFP~~ **PTNT** prove insufficient to achieve the stated purposes as outlined in the preamble, the parties shall engage in meaningful negotiations to consider, and exercise all due diligence to develop, agree upon and implement additional incentives, or modification of existing incentives, in order to achieve the goals outlined therein. Either party may give written notice to the other to commence such negotiations. Upon receipt of such notice, the receiving party shall meet with the sending party no later than sixty (60) days thereafter.

34. Where a ~~PFP~~ **PTNT** nurse selects earned vacation outside all the time frames listed below, such nurse shall receive an additional one (1) day's paid vacation to be taken in that vacation year, which may be booked in accordance with the process for booking any reserved days as outlined in Article 2101 (added to the up to five (5) days of regular vacation that may be retained).

    a. The week before and the week after Christmas

    b. the week of Spring Break (last week of March)

    c. July and August

35. Vacancy Selection – for the purposes of vacancy selection of ~~PFP~~ **PTNT** nurses, the following order of selection will apply:

    1. Internal ~~PFP~~ **PTNT** nurses

    2. Nurses employed within Direct Ops in any Employers Organization

    3. Nurses from another Employer in any Employers Organization

    4. External to Employers Organization

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

36. The parties (Union and Employer) agree to meet at minimum every twelve (12) months after the date of signing this agreement to review the terms and conditions herein and make any modifications as agreed upon.

37. The parties will incorporate all terms and conditions into the Collective Agreement.

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

MOU #31. Re: Referral to Patient Care Optimization Committee	***Move to Article 1107.***	
MOU #33. Re: Complexity of Negotiations Subject to HSBURA	***Delete***	No longer applicable.
MOU #36. Re: Undergraduate Nursing Employee (UNE)	***Amend to read:*** **IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** ~~WHEREAS the Employers Organizations are responsible for the provision of health care services for Manitobans, and as such desire to attract, retain and develop nurses to work as part of the delivery of those services;~~ ~~AND WHEREAS the parties agree that~~ **N**ursing students who have completed an appropriate amount of the curriculum and clinical experience are a valuable resource to support the existing collaborative health care team to provide patient centered care within the health care system; ~~AND WHEREAS by creating a new classification for these undergraduate nurses, it may increase the likelihood of retaining these undergraduate nurses to work as Registered Nurses and Registered Psychiatric Nurses upon graduation in the Province of Manitoba;~~ ~~AND WHEREAS by inclusion of these undergraduate nurses in the bargaining unit, they will have the opportunity to utilize rights in the Collective Agreement to apply for nursing positions as an internal candidate;~~ ~~AND WHEREAS the intention of this Memorandum is to support recruitment and retention efforts within the Province of Manitoba, not to affect the hours or positions of nurses in other classifications;~~ ~~NOW THEREFORE the parties agree to create a new classification of a casual Undergraduate Nursing Employee (UNE), as follows:~~ 1. ~~The new "casual" classification of UNE will be created.~~ **1.** The UNE will be a nursing student enrolled in an Employer-approved nursing education program leading to initial entry to practice as a Registered Nurse (RN) or Registered Psychiatric Nurse (RPN). **When a UNE is no longer enrolled in the approved nursing education program the UNE is no longer permitted to work as a UNE.** The UNE position provides an opportunity for the nursing student to consolidate the knowledge and skill acquired in their nursing education program towards competency in the range and complexity of RN or RPN practice. The UNE is an unregulated member of the collaborative health care team who provides patient centered care under the supervision of the RN or RPN. **2. All regular hours accrued while working in the casual UNE position will be credited towards seniority and increment hours when such nurse acquires a part time or full time position as a Graduate Nurse or Registered Nurse or Graduate Psychiatric Nurses or Registered Psychiatric Nurse.** **3. The parties recognize that there may be a gap in time between when the UNE is officially graduated and when they write the NCLEX in order to become a registered nurse. The parties agree that in recognition of the potential gap in time the UNE will be**	Incorporating MOU outside of CA. Adding clarifying language re: UNE.

	able to maintain their casual seniority for a period of one hundred twenty (120) days post graduation during the period of time they are waiting to write the NCLEX. This allows the UNE to utilize such seniority for the purposes of vacancy selection in accordance with the collective agreement. **In the event one hundred twenty (120) days are exceeded, unless there are extenuating circumstances, the UNE will be terminated and no longer be eligible to use casual seniority hours accrued.** As a casual employee, the UNE will be subject to the provisions of Article 35 – Special Understanding re Casual Nurses, with the exception of: a. Article 3501 b. Article 3504 i. the allowance as outlined in Article 18; ii. Responsibility Pay premium outlined in Article 19; iii. the Employer Sponsored Education Development allowance in Article 2407. c. Article 3510 (a), (b), and (c) re: orientation payback d. Article 3505 – UNE's will be paid 5% Recognized Holiday pay 4. The UNE will be compensated in accordance with Appendix "A" of the Collective Agreement . ~~5. It is understood that in order to enact this Memorandum of Understanding:~~ ~~a. The Bargaining Certificate will need to be amended to include this classification in compliance with HSBURA, and;~~ ~~b. Regulatory authority must be obtained to permit UNE's to carry out certain nursing functions under supervision that are currently reserved acts in the Province of Manitoba under regulations to The Regulated Health Professions Act;~~ ~~Representatives of the Employers and the Union will work together to achieve the necessary approvals.~~ Utilization and employment of UNEs shall not result in elimination or reduction of positions for all other classification of nurses, nor result in the reduction of the availability of additional available shifts, or a reduction in the hours that would otherwise be available for any other classification of nurses. ~~The parties will agree to meet upon confirmation of the required issues in #6 above to discuss implementation of the UNE classification. Subsequently,~~ The parties shall discuss the ongoing role of the UNE at the applicable Nursing Advisory Committee (NAC) meeting and address issues raised by the parties to ensure the successful implementation of this classification. In the event that there is a permanent increase or decrease to the nursing complement or there is a change to the master rotation on a unit where the UNE is utilized, the Employer will advise the Union of such change. ~~This Memorandum of Understanding is made on a without prejudice and precedent basis and may only be referred to in relation to the enforcement hereof.~~	
MOU #37. Re: Involuntary Reassignments in Event of Foreseen Staffing Shortages	***Moved to Article 2805.***	
MOU #41. Re: Article 2101 & 2109	***Delete***	No longer applicable.

MOU #43. Nurse-Initiatied Mobility 30A03	***Delete***	No longer applicable.
MOU #45. Re: Standardization of Hours	***Delete***	No longer applicable.
MOU #47. Re: Travel Nurse/Locum Assignment Program	***Delete- amalgamated into Provincial*** ~~Float Pool~~ **Travel Nurse Team** ***MOU***	
MOU #49. Re: Inter-facility Position(s)	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** ***Amend to read:*** ***Applicable within and between the Employers and Sites in the SHEO and WCHREO, excluding Churchill Health Center Site, Eden Mental Health Centre site and any sites outside the City of Winnipeg.*** Whereas, periodically it may be appropriate to create positions higher than a Nurse II which fall under the scope of this Collective Agreement which are inter-facility in nature; and Whereas, the creation of inter-facility position(s) ~~must~~ **may include** ~~recognize~~ the existence of separate Collective Agreements; The parties agree as follows: 1. Where an inter-facility position(s) is contemplated, the Employers commit to contacting MNU and the respective ~~Local/~~Worksite(s). The affected parties shall meet to discuss the specifics of the situation, in keeping with the principles as outlined in the Memorandum. 2. Should there not be mutual agreement between the affected parties, the inter-facility position(s) will not be posted as an inter-facility position(s). 3. In the event there is mutual agreement on a specific inter-facility position(s), such agreement shall be set out in a separate Memorandum of Understanding between the affected parties. 4. The positions contemplated in this memorandum will be either: (i) a position(s) shared between two (2) or more Employers; (ii) a position primarily located at one (1) site but requiring the performance of duties at each of the facilities. 5. The position(s) shall be posted in accordance with the respective Collective Agreement of both parties. 6. (a) For those position(s) outlined in 4 (i) above, all applicants from each of the facilities/sites/programs will be considered and shall be treated as internal candidates. Mobility seniority will be the seniority utilized for the purpose of selection into the shared position(s). An internal applicant awarded the position(s) will remain an employee of their current Employer. (b) Those positions outlined in 4 (ii) above shall be awarded in accordance with the Collective Agreement of the facility where the position is primarily located.	Editorial. Ensures parking is reimbursed when working at alternate sites.

	7. The affected parties will determine and commit to writing, in the separate memorandum, which facility will be considered the Employer of record, in the event the successful applicant is external to the facilities. 8. The successful applicant(s) will be required to comply with the policies and procedures of each facility in which they will practice. Resolution of professional practice and/or any other disputes arising under the Collective Agreement shall be the responsibility of the Employer of record. 9. To cover the cost of parking at each facility, one deduction from the nurse's pay cheque will be made by the Employer of record. A reciprocal pass will be provided, if possible. ~~It is understood the nurse(s) shall not incur parking costs exceeding the parking rate as determined by the Employer of record.~~ **Additional parking costs shall be reimbursed or at the expense of the Employer.**	
NEW MOU XX Re: Seasonal Worker	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** **No later than sixty days after ratification of this agreement, the parties shall establish a committee to develop terms and conditions for part time/full time seasonal workers. Where terms and conditions of seasonal workers have been established by agreement, they shall be incorporated into terms of the current collective agreement.** **The committee shall consist of equal representation from the parties, with two (2) appointees from the Employer and two (2) from the Union. Either party may initiate commencement of meetings of the committee by providing written notice of such to the other. The parties shall meet within fourteen (14) days of such notice, or later if mutually agreed.** The committee shall, by mutual agreement, establish the frequency of subsequent meetings.	MOU re discussion around permanent seasonal worker positions.
NEW MOU XX Re: Supervised Internationally Educated Nurse (SIEN)	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** ~~WHEREAS the Employers Organizations are responsible for the provision of healthcare services for Manitobans, and as such desire to attract, retain and develop nurses to work as part of the delivery of those services;~~ ~~AND WHEREAS~~ The parties agree that there are IEN applicants who require minimal education that can be remediated quickly through distance or continuing education as identified by the CLPNM. ~~AND WHEREAS~~ **The parties have agreed and created** a new classification for these ~~Supervised~~ Internationally Educated Nurses, **which** will permit eligible IENs to enter into clinical practice sooner, in paid positions. ~~AND WHEREAS by~~ Inclusion of these ~~supervised~~ internationally educated nurses in the bargaining unit, will **afford these IENs** the opportunity to utilize rights in the Collective Agreement to apply for nursing positions as an internal candidate; ~~AND WHEREAS the intention of this Memorandum is to support recruitment and retention efforts within the Province of Manitoba, not to affect the hours or positions of nurses in other classifications~~; ~~NOW THEREFORE the parties agree to create a new classification of a Supervised Internationally Educated Nurse (SIEN), as follows:.~~ ~~1. The new classification of SIEN will be created.~~ 2. The SIEN may be hired into a casual, part-time or full- time position. The terms and conditions of the MNU Collective Agreement shall apply as a whole with the following exceptions: a. Where a SIEN has been hired as casual, all regular hours accrued while working in this casual position will be credited towards	Clarifying language re SIENs and incorporate into CA

	seniority and increment hours when such nurse acquires a part- or full-time position as a Licensed Practical Nurse. ~~3. The parties also agree that the current SIEN's shall be afforded the same consideration in #2 a. above as it relates to regular hours credited towards seniority and increment hours after the SIEN has secured a part- or full-time position as a Licensed Practical Nurse.~~ 1. ~~The SIEN will be compensated at the Start Rate of the LPN scale~~. **The SIEN will be compensated in accordance with Appendix "A" of the Collective Agreement. The graduate practical nurse will continue on the SIEN salary scale until such time as they become a Licensed Practical Nurse.** **2. All regular hours accrued while working in the full time, part time or casual SIEN position will be credited towards seniority and increment hours when such nurse acquires a part time or full time position as a Graduate Practical Nurse or a Licensed Practical Nurse.** **~~3.~~ The parties recognize that there may be a gap in time between when the SIEN is officially graduated and when they write the CPNRE in order to become a licensed practical nurse. The parties agree that in recognition of the potential gap in time the SIEN will be able to maintain their casual seniority for a period of one hundred twenty (120) days post graduation during the period of time they are waiting to write the CPNRE. This allows the SIEN to utilize such seniority for the purposes of vacancy selection in accordance with the collective agreement~~.** **In the event one hundred twenty (120) days are exceeded, unless there are extenuating circumstances, the SIEN will be terminated and no longer be eligible to use casual seniority hours accrued.** 4. Utilization and employment of SIENs shall not result in elimination or reduction of positions for all other classification of nurses, nor result in the reduction of the availability of additional available shifts, or a reduction in the hours that would otherwise be available for any other classification of nurses. In the event that there is a permanent increase or decrease to the nursing complement or there is a change to the master rotation on a unit where the SIEN is utilized, the Employer will advise the Union of such change. ~~This Memorandum of Understanding is made on a without prejudice and precedent basis and may only be referred to in relation to the enforcement hereof.~~ ~~This Memorandum of Understanding was originally signed on August 18, 2022, and was amended by the parties as above.~~ ~~Signed the 20th day of March, 2023~~	
NEW MOU XX Re: Internationally Educated Nurse/Nurse Re-Entry/Refresher Program-Undergraduate Nursing Employee (IEN/NREP-UNE)	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** **~~WHEREAS~~** ~~the Employers Organizations are responsible for the provision of health care services for Manitobans, and as such desire to attract, retain and develop nurses to work as part of the delivery of those services;~~ **~~AND WHEREAS~~** ~~in the last round of collective bargaining the parties agreed to create a new classification for an undergraduate nursing employee to assist in increasing the likelihood of retaining such undergraduate nurses to work as Registered Nurses and Registered Psychiatric Nurses upon graduation in the Province of Manitoba;~~ **~~AND WHEREAS~~** ~~the parties agree that~~ Internationally educated nurses, and nationally educated/trained nurses who are in the process of reentering the workplace, have met a certain level of competencies as confirmed through the completion of the Clinical Competence~~y~~ Assessment and are on the pathway to becoming Registered Nurses with the College of Registered Nurses of Manitoba (CRNM), are deemed to be considered equivalent to having completed an appropriate amount of the curriculum and clinical experience of a nursing student, are a valuable resource to support the existing collaborative health care team to provide patient centered care within the health care system;	Clarifying language re IENs and incorporate into CA

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

AND WHEREAS these undergraduate nurses **are included** in the bargaining unit, **and** will have the opportunity to utilize rights in the Collective Agreement to apply for nursing positions as an internal candidate;

AND WHEREAS the intention of this Memorandum is to support recruitment and retention efforts within the Province of Manitoba, not to affect the hours or positions of nurses in other classifications;

NOW THEREFORE the parties agree**d and** create**d** a new variation of the Undergraduate Nursing Employee (UNE) hereby referred to as Internationally Educated Nurse/Nurse Re-Entry Program- Undergraduate Nursing Employee (IEN/NREP- UNE), as follows:

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

~~5. The parties also agree that the current UNE's shall be afforded the same consideration in #4 a. above as it relates to regular hours credited towards seniority and increment hours after the UNE has secured a part- or full-time position as a Graduate or Registered Nurse or as a Graduate Psychiatric Nurse or Registered Psychiatric Nurse .~~

~~6. The IEN/NREP- UNE will be compensated at Start Rate of the LPN scale. There shall be only one step on this scale. The IEN/NREP UNE will be compensated in accordance with Appendix "A" of the Collective Agreement and there will be only one (1) step on contained within Appendix "A".~~

2. All regular hours accrued while working in the casual UNE position will be credited towards seniority and increment hours when such nurse acquires a part time or full time position as a Graduate Nurse or Registered Nurse or Graduate Psychiatric Nurses or Graduate Psychiatric Nurse.

	3. The parties recognize that there may be a gap in time between when the IEN/NREP-UNE is officially graduated and when they write the NCLEX in order to become a registered nurse. The parties agree that in recognition of the potential gap in time the IEN/NREP-UNE will be able to maintain their casual seniority for a period of one hundred twenty (120) days post graduation during the period of time they are waiting to write the NCLEX. This allows the IEN/NREP-UNE to utilize such seniority for the purposes of vacancy selection in accordance with the collective agreement. **In the event one hundred twenty (120) days are exceeded, unless there are extenuating circumstances, the IEN/NREP-UNE will be terminated and no longer be eligible to use casual seniority hours accrued.** ~~7. Upon completion of the Re-Entry or Refresher Program, the IEN/NREP – UNE will be required to complete the relevant aspects of registration to the applicable college. The IEN/NREP will only be able to remain in the IEN/NREP- UNE for a period of six (6) weeks after completion of the Re- Entry or Refresher Program.~~ ~~8. The parties agree that this Memorandum, and the changes identified for the UNE classification above in paragraph #5 shall be considered as agreed for the next round of bargaining.~~ 9. Utilization and employment of IEN/NREP- UNEs shall not result in elimination or reduction of positions for all other classification of nurses, nor result in the reduction of the availability of additional available shifts, or a reduction in the hours that would otherwise be available for any other classification of nurses. The parties shall discuss the ongoing role of the IEN/NREP- UNE at the applicable Nursing Advisory Committee (NAC) meeting and address issues raised by the parties to ensure the successful implementation of this classification. In the event that there is a permanent increase or decrease to the nursing complement or there is a change to the master rotation on a unit where the *IEN/NREP-UNE* is utilized, the Employer will advise the Union of such change. ~~This Memorandum of Understanding is made on a without prejudice and precedent basis and may only be referred to in relation to the enforcement hereof.~~ ~~**Signed this 20th day of, March 2023**~~	
NEW MOU XX NRRF	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** **The Nursing Recruitment and Retention Fund (NRRF) was established to assist with the recruitment and retention of nurses in Manitoba in 1999. In January 2024, NRRF was transitioned from the NRRF Committee to the Patient Care Optimization Committee (PCOC).** **WHEREAS NRRF fund eligibility includes nurses represented by MNU, MGEU, MAHCP and out of scope nurses in management positions. The fund has been administered by the Health Care Providers Network with an annual allocation of 3.2 million dollars.** **AND WHEREAS the April 1, 2017 to March 31, 2024 ratified Collective Agreement with the Manitoba Nurses Union, includes an MOU Re: Patient Care Optimization Committee (PCOC) with an annual allocation of 4 million dollars to be utilized on improving retention and recruitment of nurses and incentives for education and /or training with the intention that the existing NRRF/Committee would be eliminated and a new structure created, that being PCOC.** **NOW THEREFORE the parties agree as follows:** **1. Any former NRRF grants will be brought forward to PCOC for consideration. PCOC will then determine which initiatives it will agree to fund based on:** **a. Improve recruitment and retention** **b. Incentivize training or education**	NEW MOU RE NRRF funding moved to PCOC.

	The PCOC will also be responsible to: **c. Establish and maintain effective policies for application of recruitment, retention, training or educational initiatives.** **d. Ensure consistency of application.** **2. Workplace Planning (Retention & Employee Development) will administer the fund and approve applications as per established PCOC policies.** **3. PHLRS will provide quarterly financial updates to the PCOC.** **4. The 4 million dollars as outlined in the MNU Collective Agreement Article 1107 is allocated specifically for those nurses represented by the Employer Organizations.** **5. Those nurses not represented within the existing Employer Organization structure as outlined in the Collective Agreements between MNU and the various Employer Organizations (commonly known as "Central Table") will continue to be eligible for NRRF grants, however the grants will be administered through PCOC and issued payment with an invoicing mechanism for PCOC to recover said payment(s).** **6. Any funds dispersed under item #5 will be reimbursed to PCOC by PHLRS within sixty (60) days where reasonably possible, but in no case later than ninety (90) days, from the date of issuance of payment from PCOC funds.**	
NEW MOU XX PIO Incentive Full-Time Weekend Worker Nurses	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** **Where a nurse has been hired into a full time Weekend Worker position, as per the incentive memorandum, prior to date of ratification, they shall maintain the 15% greater Weekend Worker pay scale for as long as they remain in the existing full time Weekend Worker position. Where a nurse has been hired into a full time Weekend Worker position on or after the date of ratification, the 10% greater pay scale shall apply rather than the 15% greater pay scale. The Employer shall not delete any such positions for the purposes of reducing the compensation provided the existing present incumbent only (PIO) full time Weekend Worker nurses. The nurses holding a full time Weekend Worker position prior to date of ratification are listed below:** **NHREO** **Jessie Stener** **Esa Fernandes** **Tomasito Aliado Navas** **Khushboo Puri** **Esther Acquah-Baidoo** **Robin Lagimodiere** **SHEO** **Shauna Allan** **Sherri Laxamana** **Sukhmani Sran** **Rommel Tiodin** **PMHREO** **Rosalind Kelly**	1872 hour full time weekend worker moving to 10% above scale. Existing weekend worker nurses remain at 15%.
NEW MOU XX	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO**	Standardizing of Offering of Additional Available Shifts and Overtime

Standardizing of Offering of Additional Available Shifts and Overtime	**The parties agree to establish a joint committee to standardize practices across all EOs for the offering of additional available shifts and overtime for all Employers within each EO. The committee shall be comprised of equal representation from each party and shall meet within fifteen (15) business days of the ratification of this agreement and as often as necessary thereafter to have clear and established guidelines in place well in advance of April 1, 2025. The established guidelines, determined by mutual agreement, shall be incorporated as an MOU into the Collective Agreement. The terms and conditions as mutually agreed between the parties and determined in the resultant MOU shall replace the MOUs re: Application of Overtime and Additional Available Shifts and re: Article 1601. It is agreed that current Employer practices of offering overtime and additional available shifts at a site level will be maintained until the parties have confirmed a new process and an agreed upon date of implementation.**	
NEW MOU XX Classification Discussion	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** **The Union and Employer agree that they shall establish a committee of no more than six (6) appointees, composed of equal representation from MNU and PHLRS (or designate). The committee shall be tasked to review the current classifications for the following categories of nurses:** **Primary Care Nurses – Winnipeg Region.** **URIS nurses – Winnipeg, Southern, Interlake and Shared Health Regions.** **RAAM nurses – Winnipeg Region & Shared Health.** **Regional/ Provincial Coordinators** **The review will be based upon the following guidelines:** **a) No nurses, or category of nurses, will suffer a reduction in classification as a result of the review.** **b) The review will take into consideration the responsibilities of the position, along with the educational and experiential requirements.** **c) Where the parties do not agree, nothing herein prevents the Union from exercising any all rights afforded as per the provisions of the Collective Agreement.** **The committee shall meet no later than ninety (90) days after ratification of this agreement.**	Classification Discussion for certain classifications in certain regions. No classification will be reduced.
NEW MOU Joint Nurses' Safety Working Group	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** **Safety of nurses is a priority shared by the Manitoba Nurses Union, Healthcare Employers and the Manitoba Government.** **1. The parties have agreed to the establishment of a Joint Nurses' Safety Working Group. This Working Group will function under the administration of the Joint Nursing Council to review physical and psychological health and safety concerns and bring forward recommendations to the Joint Nursing Council.** **2. The Joint Nurses' Safety Working Group will consist of equal number of representatives (3 from MNU, 3 from the Employer) from the Employer Organizations and the Union with the following representatives:** **(a) Manitoba Nurses' Union** **(b) Shared Health Provincial Lead Protective Services** **(c) PHLRS (or designate) Employer Organizations** **3. The Joint Nurses' Safety Working Group meetings:** **(a) will be co-chaired by an Employer Representative and a Union Representative.** **(b) Meet at such times as it may determine with a minimum of quarterly meetings.** **(c) Meetings will commence within sixty (60) days of ratification of the MNU Collective Agreement**	Joint Nurses' Safety Working Group

	4. The Joint Nurses' Safety Working Group priorities will be to: **(a) Recommend safety policy changes** **(b) Recommend initiatives to promote a positive safety culture and nurses' well-being** **(c) Recommend safety measures for implementation** **5. The Joint Nurses' Safety Working Group will submit recommendations to the Joint Nursing Council within a six (6) month period of first meeting.** **6. The Joint Nurses' Safety Working Group may be discontinued upon mutual written agreement of the Parties (PHLRS on behalf of the Employer Organizations and MNU).** **7. The Joint Nurses' Safety Working Group shall endeavor to promote and maintain good will between Employers and the Manitoba Nurses' Union, and encourage free and frank discussion of all safety and health concerns, with a view of reaching mutually acceptable resolutions.** **8. Nothing herein limits or restricts in any way whatsoever the rights of the Union to pursue any health or safety matter under its jurisdiction nor requires the Union to submit concerns to this committee prior to exercising those rights.** **9. Should the Union be dissatisfied or disagree with the response of, recommendation, or action taken by the committee or the Employer(s), the provisions outlined in paragraph #8 shall similarly apply.**	
NEW MOU Re: Funding of Online WSR System	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** **Whereas the parties agree that staffing shortages and excessive workload have a significant detrimental impact upon the retention and recruitment of nurses;** **And whereas the MNU, in cooperation with the Employer, has commenced establishment of an online Workload Staffing Report (WSR) system;** **And whereas the timely and accurate collection of occurrences and information regarding staffing shortages is crucial to discussion around the establishment of Nurse Patient Ratios (NPRs);** **And whereas the parties are participating in a committee (the Sub-Committee) tasked to make recommendations to the Minister of Health surrounding NPRs;** **And whereas the work of such committee may from time to time require participation from nurses employed within an Employer's Organization (EO) comprising Central Table Employers.** **The parties therefore agree as follows:** **1 – In order to ensure the continued smooth operation and successful transition of all EOs to an online WSR system, commencing December 1st, 2024, the Employer shall provide to the Union the sum of sixty-two thousand, five hundred dollars ($62,500) on December 1st of each year for (4) four years, for a total of two hundred fifty thousand dollars ($250,000).** **2 - The purpose of the aforementioned payment is to facilitate the expansion of the analysis parameters of the system in order to provide the scope of data necessary in the preparation of Nurse to Patient Ratios (NPR) recommendations as well as to promote meaningful discussions between the parties in a solution oriented manner.**	Funding of Online WSR System

	3 – Any nurse employed within an EO party to this agreement, called to the committee by either or both of the parties to participate or provide information to the Sub-Committee shall do so without loss of pay or benefits (such to be funded by the Employer). Reasonable expenses incurred will be reimbursed by the Employer upon unanimous approval of the Sub-Committee.	
NEW MOU Re Transition of Incentives	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** ***Re Transition of Incentives*** **With respect to the current Full time Incentive as per the Memorandum of Understanding Supplementary to the Collective Agreements (dated November 9th 2022), the Memorandum of Understanding Supplementary to the Collective Agreements & Addendum to Memorandum of Understanding Supplementary to the Collective Agreement (dated December 7th 2022), and Addendum #2 to Memoranda Of Understanding With Respect To Recruitment And Retention Incentives for Nurses (dated March 30th 2023), hereinafter referred to as the "Previous Incentive MOUs".** **The parties agree that, unless otherwise specified by agreement between the parties, the Previous Incentive MOUs will be discontinued and no longer in effect as of April 1st 2025, subject to the following conditions:** **1 – Where a nurse has signed a Return of Service Agreement (ROSA) for the full time incentive, which extends the eligibility and qualification period beyond April 1st 2025 and;** **A. the nurse is eligible for the new Full Time Incentive as of April 1st 2025, the amount of the previous incentive shall be prorated for payment as of March 31st 2025, and the nurse shall then, as of April 1st 2025 commence qualification for the new incentive for the period for which the nurse occupies a full time position.** **or:** **B. Where the Nurse does not occupy a classification for which the new incentive applies, the terms and conditions of the former incentive shall be honoured for the duration set out in the ROSA.** **2 – Where a nurse has signed a ROSA with respect to the provision of the Recruitment/Retention incentive, which extends the eligibility period beyond March 31st 2025, the incentive will be honoured as per the terms and conditions for the period set out in the ROSA.**	Current incentives expire April 1, 2025 to be replaced by new full time incentive. See MOU Full Time Incentive below at the end of this document.
NEW MOU XX Re NP and MRP	**IEHREO, SHEO, SHREO, PMHREO, NHREO, WCHREO** **MEMORANDUM OF UNDERSTANDING** **Whereas nurse practitioners (NPs) are regulated health professionals with an independent scope of practice defined by The Regulated Health Professions Act,** **Whereas the employer is committed to enabling NPs in the bargaining unit to work to their full scope of practice within the context of an integrated provincial health system while respecting the jurisdictional aspect of the collective agreement governing them.** **It is agreed that should the Employer intend to introduce amendments to the current scope of duties of NPs in the bargaining unit (including, but not limited to, Most Responsible Provider) following the ratification of the current collective agreement then the Employer shall initiate formal discussions with the Manitoba Nurses Union (MNU) a minimum of ninety (90) days prior to the introduction of such amendments. Such discussions to include review of NP compensation.** **Nothing herein limits, restricts or otherwise abrogates any rights afforded to MNU under the Collective Agreement, including but not limited, Article 38.07**	NEW MOU re: NP and Most Responsible Provider.

SHEO		
Re: Article 1601	**DELETE**	No longer applicable.
MOU Re: Application of Article 1805- Assignment of Standby (MATC only)	**DELETE**	No longer applicable.
MOU Re: Definition of Units at CancerCare Manitoba (Applicable for CancerCare Manitoba)	The Employer agrees that definition of units at CancerCare Manitoba shall be described as follows: **I Units:** ~~1. Clinical Trials Unit (CTU)~~ ~~2. Provincial Cancer Referral and Navigation (PCRN)~~ ~~3. Clinic(s)– MacCharles~~ ~~Treatment – MacCharles~~ ~~4. Clinic(s) – St. Boniface~~ ~~Treatment – St. Boniface~~ ~~5. Clinic(s) – Community~~ ~~Treatment – Community~~ **1. MCC - Outpatient Clinic Services Program (Clinics) – includes various disease site groups** **2. STB - Outpatient Clinic Services Program (Clinics) – includes various disease site groups** **3. VGH - Outpatient Clinic Services Program (Clinics) – includes various disease site groups** **4. GGH - Outpatient Clinic Services Program (Clinics) – includes various disease site groups** **5. Clinical Trials Unit** **6. MCC - Systemic Therapy Program (Treatment)** **7. STB - Systemic Therapy Program (Treatment)** **8. VGH - Systemic Therapy Program (Treatment)** **9. GGH - Systemic Therapy Program (Treatment)** **10. Screening Program** **11. Provincial Cancer Referral and Navigation** **II Flexibility:** It is further understood that Nurses in CTU and PCRN must have flexibility to work at all sites (St. Boniface, MacCharles, **Victoria General Hospital and Grace General Hospital** ~~and Community~~). **III Assignment – Not Unit Specific:** Nurse Educator(s), **Clinical Nurse Specialist(s),** and Nurse Practitioner(s) will not be impacted by this Memorandum of Understanding and will provide their services in any unit(s) as required.	Modifies definition of Units at CancerCare Manitoba (Applicable for CancerCare Manitoba), and expands where reassignment premium applies.

	IV Postings: 1. All postings will identify the specific unit(s) for the positions. 2. Postings in CTU and PCRN (as defined in II Flexibility) will identify the requirements for flexibility to work at all sites (St. Boniface, MacCharles **Victoria General Hospital and Grace General Hospital** ~~and Community~~)..	
Re: Special Understandings – Clinical Nurse Specialists (CNS)	The terms of the Collective Agreement shall be applicable to the Clinical Nurse Specialists except as modified hereinafter. Inclusion of Clinical Nurse Specialists within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter. ***Amend to read:*** 1. Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work. The Clinical Nurse Specialist may vary hours worked in order to effectively carry out the accountabilities of the position. ~~2. Article 2103(a) - A nurse occupying a CNS position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:~~ ~~Length of Employment — Rate at Which Vacation Earned~~ ~~In the first ten (10) years — Twenty (20) days per year~~ ~~In the eleventh (11th) to twentieth (20th) year inclusive — Twenty-five (25) days per year~~ ~~In the twenty-first (21st) and subsequent years — Thirty (30) days per year~~ ~~This provision shall apply to each Nurse IV (where applicable) and Nurse V (where applicable) employed by the Employer on April 1,1998. This article will not apply to nurses who are newly employed as, or reclassified to, Nurse IV (where applicable) or Nurse V (where applicable) after April 1,1998.~~ ~~3. Article 2103(b) - To include Clinical Nurse Specialists, effective April 26, 1991.~~ 4. Seniority Seniority within the bargaining unit shall be deemed to commence from the date that each incumbent last commenced continuous employment with the Employer.	Editorial. Moved into body of CA for vacation provision.

NEW: Re: Local 220	***Language from Original MOU in WCHREO agreement except where highlighted below:*** **MEMORANDUM OF UNDERSTANDING** **SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT** **BETWEEN** **SHARED HEALTH EMPLOYERS ORGANIZATION** **AND** **THE MANITOBA NURSES' UNION** **Re: Local 220** **WHEREAS the Health Sector Bargaining Unit Review Act (HSBURA) required a realignment of bargaining unit representation;** **AND WHEREAS employees formerly represented by the Manitoba Government and General Employees' Union (MGEU) Local 220 were, subsequent to the representation votes under the HSBURA and the issuance of interim labour certificates, then represented by the Manitoba Nurses Union (MNU);** **AND WHEREAS the MNU as bargaining agent conducted negotiations on behalf of the employees formerly represented under MGEU Local 220, at "central table" negotiations;** **AND WHEREAS, at the time the former MGEU members transitioned to the MNU bargaining unit, the MGEU Local 220 Collective Agreement expired March 31st 2018, whereas all other Collective Agreements being negotiated at "central table" by MNU expired March 31st 2017;** **AND WHEREAS Nurses classified as Community Health Services Specialists (case coordinators, hospital based case coordinators and pediatric case coordinators, or others as the case may be) under the MGEU Local 220 Collective Agreement received a general wage adjustment for the pay period April 1, 2017-March 31, 2018, but Nurses working in other classifications under the MGEU Local 220 Collective Agreement were to receive a wage adjustment effective April 2017 in accordance with the rates and effective dates established at MNU central table;** **AND WHEREAS the Nurse classifications and wage rates under the MGEU Local 220 Collective Agreement are not uniformly aligned with the Nurse classifications under the Union's collective agreement and the interim labour certificate;** **NOW THEREFORE the parties agree as follows as it applies to and Nurse who worked under the MGEU Local 220 Collective Agreement:** **1. Should the parties be unable to reach agreement on which classification in the MNU central table agreement should apply to nurses who worked under the MGEU Local 220 Collective Agreement within 15 days of the signing of this Agreement or such longer period as the parties agree, the matter shall be referred to an arbitrator to make a binding determination on the nurse's appropriate classification.** **2. Any increase in wage rate as a result of paragraph 1 shall be paid retroactively to the date that the Interim Bargaining Unit certificate was issued December 13 ,2019. In the event a position is reclassified as a result of determination subject to paragraph 1, that**	Wording from WCHREO agreement for transition of nurses from MGEU/MAHCP to MNU under HSBURA.

	results in a lower classification, with a lesser rate of pay, such will not result in any retroactive clawback, overpayment deduction, or other repayment, but shall only be applied proactively from the date of determination. **3. The general wage increase achieved at central table bargaining is applied retroactively (where indicated) to April 1, 2017, the retroactive increase shall apply to a nurse who worked under the MGEU Local 220 Agreement notwithstanding the March 31, 2018 expiry date of the former MGEU Local 220 Agreement** **4. Notwithstanding paragraph 3, a nurse who received a general wage increase between April 1, 2017 and March 31, 2018 shall not receive an additional general wage increase for the same time period under the MNU central table agreement.** **5. In no case will a nurse who worked under the MGEU Local 220 Agreement be subject to a "clawback", reduction or deduction in cases where the provisions of the MGEU Local 220 Agreement provided for superior benefit or compensation for the period from April 1st 2017 to March 31st 2018.** **6. In all other instances the language of the current MNU collective agreement shall apply as of October 14, 2021, unless specifically indicated otherwise.**	
WCHREO	**WCHREO MOUs**	
MOU RE: Article 1601	**DELETE**	No longer applicable.
MOU Re: Article 18 Exclusions Waiver	**Add: Cardiac Catheterization Laboratory**	
LOU Re: Utilization of Employee Portion of EI Rebate Training and Education Fund- applicable @ Women's Health Clinic, Nor'West, Mount Carmel, Klinic	**DELETE**	No longer applicable.
MOU Re: Part-time Accrual of Seniority and Increments- St. Boniface Hospital	**Remain status quo- update list of nurses names.**	
Re: Article 15- Shift Schedule (Applicable for Pan Am Clinic)	**DELETE**	No longer applicable.
MOU Re: Job Sharing (Applicable for Churchill Health Centre, WRHA – Home Care	***Amend to read:*** 1. When a full-time position is posted, two (2) nurses may apply to equally share that position. Both nurses sharing the position shall be given part-time employment status and shall earn benefits as provided for in the Collective Agreement. 2. The decision to allow two (2) nurses to split a full-time position rests solely with Management who will consider the needs of the area. 3. When one (1) nurse in a job share is authorized to be away from work for any reason, ~~it is expected the other nurse shall cover during their partner's absence providing such coverage will not result in overtime without the authorization of the manager~~ the manager will meet with the other nurse to determine the extent to which they can cover their partner's absence. **This will not result in overtime without the authorization of the manager. Any shifts that the partner nurse is unable to work will be posted in accordance with the additional available shift guidelines.**	Editorial. Nurse is no longer required to cover their job share partner's absences.

	~~If due to unforeseen circumstances, a job share nurse cannot cover in their partner's absence, the nurse must notify the nurse manager to arrange alternate coverage. Job share nurses are not required to cover for extended periods of absence, but will be offered an opportunity to do so.~~ ~~Nothing in this paragraph releases the nurse from their obligation to advise the nurse manager of their absence, notwithstanding the shift(s) is covered by the other job share nurse.~~ **For extended periods of absence (four (4) weeks or more) the nurse partner is under no obligation to fill absent nurses shifts. If the nurse partner is unable to cover the extended absence, the vacant shifts will be offered as additional available shifts or as a term position**. 4. In the event that one (1) of the nurses sharing a full-time position resigns, and the management decision is to allow this position to remain a shared position, the position will be posted as full-time with the following wording noted on the job posting: "This full-time position is currently being filled by two (2) nurses working permanent part-time. The remaining nurse wishes to continue working their half of the rotation and they will be allowed to do so if another nurse is willing to work the other half of the rotation. If you wish to apply for the other half of this rotation, please apply in the normal manner stating same." 5. Providing there is another nurse willing to share the full-time rotation, the remaining nurse will be maintained in the shared position. 6. If the management decision is to no longer allow this position to remain as a shared position, or if no nurse is willing to share the rotation with the remaining nurse, the posted position will be offered to the remaining nurse as full-time and will be granted to them if they wish to change from part-time to full-time. 7. If the remaining nurse refuses to accept the position on a full-time basis, the position may be offered as full-time to the most suitable applicant for the full-time job posting. 8. The remaining nurse will then be offered any part-time position that is currently vacant, and if none is available they shall be dealt with in accordance with Article 2708. ~~As of October 14, 2021, the conditions of an existing job share arrangement shall remain intact (as per previous applicable contract language) and will not be subject to the conditions of this MOU. Going forward, any new job share arrangements will be subject to this MOU.~~	
Re: Secondment of a Nurse to Presidential Duties – St. Boniface Hospital	***Update language to reflect April 30th instead of March 31st calendar year.***	Editorial.
Re: Research Nurses- St. Boniface Hospital	***Delete the following, remainder of language status quo:*** ~~2. All Research Nurses hired for positions which commence after February 15th, 1993 shall be paid in accordance with the Nurse III salary schedule set out in the Collective Agreement.~~	Editorial.

Re: French Language and Culture (St. Boniface Hospital)	***Amend to read, remainder of language status quo:*** 5. For all nurses currently employed at the Hospital, except for those nurses currently employed in the Woman and Child Program, or in the Woman and Child Float Pool, the exemption will not apply in the following circumstances: In the LDR~~P~~ unit until ~~7~~ **14** bilingual EFT has been achieved In the ~~IFCC~~ **Post Natal** unit until 7 bilingual EFT has been achieved In the ~~L & D~~ **NICU** unit until ~~7~~ **8** bilingual EFT has been achieved	Editorial. Updates name to current titles.
Re: Special Understandings re: Clinical Nurse Specialists (CNS) (Applicable for St. Boniface Hospital)	***Amend to read, remainder of language status quo:*** The terms of the Collective Agreement shall be applicable to the Clinical Nurse Specialist except as modified herein: 1. Article 2403 - add to paragraph II: For a leave of absence of one (1) year or less, the CNS shall be assured of being placed in the same position and department upon their return. In the event that a change is required in the CNS's role upon return from leave of absence, Item #3 of this memorandum will apply. 2. The Employer recognizes and supports the independent responsibility of the Clinical Nurse Specialist to plan, organize, control and determine work flow to reach mutually agreed upon goals. 3. There shall be mutual agreement between the Employer and the CNS concerned prior to any change being implemented in the CNS's role (within the department) for which the CNS has been hired. ~~4. Vacation: To add under 2103~~ ~~For CNS:~~ ~~In the first (1st) to tenth (10th) year inclusive — Twenty (20) days/four (4) weeks (155 hours) per year~~ ~~In the eleventh (11th) to twentieth (20th) year inclusive — Twenty-five (25) days/five (5) weeks (193.75 hours) per year~~ ~~In the twenty-first (21st) year — Thirty (30) days/six (6) weeks (232.50 hours) per year~~ ~~To add to (b) CNS:~~ ~~This provision shall apply to each Nurse IV, Nurse Educators and CNS (where applicable) employed by the Employer on April 1, 1998. This article will not apply to nurses who are newly employed as, or reclassified to, Nurse IV (where applicable) or CNS (where applicable) after April 1, 1998.~~ 5. Academic Freedom: The St. Boniface General Hospital supports the Clinical Nurse Specialist's right and opportunity to carry out a reasonable amount of meaningful research, scholarly work and other creative activities. Research, scholarly work and other creative activities conducted by the Clinical Nurse Specialist in the course of their duties shall have as primary objectives the expansion of knowledge in Nursing and	Editorial. Moves vacation provisions to body of CA

	advancement of clinical practice, as well as the improvement of the Clinical Nurse Specialist's scholarly competence. The Clinical Nurse Specialist, therefore, has academic freedom in carrying out research and other scholarly activities and in publishing the results thereof. Academic freedom carries with it the responsibility to use that freedom in a manner consistent with the Missions, Aims and Objectives of the St. Boniface General Hospital. 6. Professional Activity: The Employer recognizes the responsibility and entitlement of the Clinical Nurse Specialist to engage in consultation, community service and professional activities without loss of salary or benefits. 7. Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work. The Clinical Nurse Specialist, as mutually agreed, may vary hours worked in order to effectively carry out the duties and responsibilities of the job.	
Re: Special Understandings re: Clinical Nurse Specialists (CNS) (Applicable to Misericordia Health Centre)	***Amend to read, remainder of language status quo:*** The terms of the Collective Agreement shall be applicable to the Clinical Nurse Specialists except as modified hereinafter. Inclusion of Clinical Nurse Specialists within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter. 1. Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work. The Clinical Nurse Specialist may vary hours worked in order to effectively carry out the accountabilities of the position. ~~2. Article 2103(a) – A nurse occupying a CNS position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:~~ ~~Length of Employment — Rate at Which Vacation Earned~~ ~~In the first ten (10) years — Twenty (20) days/four (4) weeks (155 hours) per year~~ ~~In the eleventh (11th) to twentieth (20th) year inclusive — Twenty five (25) days/five (5) weeks (193.75 hours) per year~~ ~~In the twenty-first (21st) and subsequent years — Thirty (30) days/six (6) weeks (232.50 hours) per year~~ ~~3. Article 2103(b) – To include Clinical Nurse Specialists.~~ 4. Seniority – Seniority within the bargaining unit shall be deemed to commence from the date that each incumbent last commenced continuous employment with the Misericordia Health Centre.	Editorial. Moves vacation provisions to body of CA
Re: Special Understandings re: Clinical Nurse Specialists (CNS) (Applicable to WRHA -- Clinical Nurse Specialists)	***Amend to read, remainder of language status quo:*** The terms of the Collective Agreement shall be applicable to the Clinical Nurse Specialists except as modified hereinafter. 1. Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work. The Clinical Nurse Specialist may vary hours worked in order to effectively carry out the accountabilities of the position. ~~2. Article 2103(a) – A nurse occupying a CNS position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:~~ ~~Length of Employment — Rate at Which Vacation Earned~~	Editorial. Moves vacation provisions to body of CA

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Re: Special Understandings re: Clinical Nurse Specialists (CNS) (Applicable for Victoria Hospital)	***Amend to read, remainder of language status quo:*** The terms of the Collective Agreement shall be applicable to the Clinical Nurse Specialists except as modified hereinafter. Inclusion of Clinical Nurse Specialists within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter. 1. Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work. The Clinical Nurse Specialist may vary hours worked in order to effectively carry out the accountabilities of the position. 2. ~~Article 2103(a) - A nurse occupying a CNS position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:~~ ~~Length of Employment — Rate at Which Vacation Earned~~ ~~In the first ten (10) years — Twenty (20) days/four (4) weeks (155hours) per year~~ ~~In the eleventh (11th) to twentieth (20th) year inclusive — Twenty-five (25) days/five (5) weeks (193.75 hours) per year~~ ~~In the twenty-first (21st) and subsequent years — Thirty (30) days/six (6) weeks (232.50 hours) per year~~ ~~3. Article 2103(b) - To include Clinical Nurse Specialists.~~ 4. Seniority Seniority within the bargaining unit shall be deemed to commence from the date that each incumbent last commenced continuous employment with the Victoria General Hospital.	Editorial. Moves vacation provisions to body of CA
Re: Local 220	***Amend to read, remainder of language status quo:***	Editorial. Takes into account timing and commencement of new CA while

	4th paragraph: AND WHEREAS**, at the time the former MGEU members transitioned to the MNU bargaining unit,** the MGEU Local 220 Collective Agreement expired March 31st 2018, whereas all other Collective Agreements being negotiated at "central table" by MNU expired March 31st 2017;	preserving accruals ands retro under former CA. HSBURA issue
MOU #13A. Re: Provisions for Nurse Practitioners Prior to April 1, 2022 (Applicable for Community Health/Public Health Nurses)	**DELETE**	No longer applicable.
Re: MGEU 220 Article 32 and 34	***Amend to read, remainder of language status quo:*** Applicable Nurses Connie Taillon ~~Patricia Garbutt~~ ~~Starra Slykerman~~ ~~Cheryl Wigston~~ Michelle Green	Update name of nurses
Re: Special Understandings – Clinical Nurse Specialists (CNS) (Applicable for Deer Lodge Centre)	***Amend to read, remainder of language status quo:*** The terms of the Collective Agreement shall be applicable to the Clinical Nurse Specialists except as modified hereinafter. Inclusion of Clinical Nurse Specialists within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter. 1. Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work. The Clinical Nurse Specialist may vary hours worked in order to effectively carry out the accountabilities of the position. ~~2. Article 2103(a) – A nurse occupying a CNS position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:~~ ~~Length of Employment — Rate at Which Vacation Earned~~ ~~In the first ten (10) years — Twenty (20) days/four (4) weeks (155 hours) per year~~ ~~In the eleventh (11th) to twentieth (20th) year inclusive — Twenty-five (25) days/five (5) weeks (193.75 hours) per year~~ ~~In the twenty-first (21st) and subsequent years — Thirty (30) days/six (6) weeks (232.50 hours) per year~~ ~~3. Article 2103(b) – To include Clinical Nurse Specialists.~~ 4. Seniority – Seniority within the bargaining unit shall be deemed to commence from the date that each incumbent last commenced continuous employment with the Deer Lodge Centre.	Editorial. Moves vacation provisions to body of CA
Re: Special Understandings – Clinical Nurse Specialists (CNS)	***Amend to read, remainder of language status quo:***	Editorial. Moves vacation provisions to body of CA

(Applicable for Riverview Health Centre)	The terms of the Collective Agreement shall be applicable to the Clinical Nurse Specialists except as modified hereinafter. Inclusion of Clinical Nurse Specialists within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter. 1. Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work. The Clinical Nurse Specialist may vary hours worked in order to effectively carry out the accountabilities of the position. ~~2. Article 2103(a) – A nurse occupying a CNS position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:~~ ~~Length of Employment — Rate at Which Vacation Earned~~ ~~In the first ten (10) years — Twenty (20) days/four (4) weeks (155 hours) per year~~ ~~In the eleventh (11th) to twentieth (20th) year inclusive — Twenty-five (25) days/five (5) weeks (193.75 hours) per year~~ ~~In the twenty-first (21st) and subsequent years — Thirty (30) days/six (6) weeks (232.50 hours) per year~~ ~~3. Article 2103(b) – To include Clinical Nurse Specialists.~~ 4. Seniority – Seniority within the bargaining unit shall be deemed to commence from the date that each incumbent last commenced continuous employment with the Riverview Health Centre.	
SHREO	**SHREO MOUs**	
Re: Job Sharing (Applicable for SH-SS (Direct Operations) and Rock Lake Health District	***Amend to read, remainder of language status quo:*** 1. When a full-time position is posted, two (2) nurses may apply to equally share that position. Both nurses sharing the position shall be given part-time employment status and shall earn benefits as provided for in the Collective Agreement. 2. The decision to allow two (2) nurses to split a full-time position rests solely with Management who will consider the needs of the area. 3. When one (1) nurse in a job share is authorized to be away from work for any reason, ~~it is expected the other nurse shall cover during their partner's absence providing such coverage will not result in overtime without the authorization of the manager~~ the manager will meet with the other nurse to determine the extent to which they can cover their partner's absence. **This will not result in overtime without the authorization of the manager. Any shifts that the partner nurse is unable to work will be posted in accordance with the additional available shift guidelines.** ~~If due to unforeseen circumstances, a job share nurse cannot cover in their partner's absence, the nurse must notify the nurse manager to arrange alternate coverage. Job share nurses are not required to cover for extended periods of absence, but will be offered an opportunity to do so.~~ ~~Nothing in this paragraph releases the nurse from their obligation to advise the nurse manager of their absence, notwithstanding the shift(s) is covered by the other job share nurse.~~	Nurse is no longer required to cover their job share partner's absences.

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

4. In the event that one (1) of the nurses sharing a full-time position resigns, and the management decision is to allow this position to remain a shared position, the position will be posted as full-time with the following wording noted on the job posting:

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

5. Providing there is another nurse willing to share the full-time rotation, the remaining nurse will be maintained in the shared position.

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

7. If the remaining nurse refuses to accept the position on a full-time basis, the position may be offered as full-time to the most suitable applicant for the full-time job posting.

8. The remaining nurse will then be offered any part-time position that is currently vacant, and if none is available they shall be dealt with in accordance with Article 2708.

~~As of October 14, 2021, the conditions of an existing job share arrangement shall remain intact (as per previous applicable contract language) and will not be subject to the conditions of this MOU. Going forward, any new job share arrangements will be subject to this MOU.~~</td><td></td></tr>
<tr><td>Re: Income Protection (Applicable at Boundary Trails Health Centre)</td><td>Update names as follows:
<table><tr><td>Jo-Anne Hildebrand</td><td>~~Bev Friesen~~</td></tr><tr><td>Maureen Hutchinson</td><td>Marjorie Peters</td></tr><tr><td>Shannon Klassen</td><td>Kori Penner</td></tr><tr><td>~~Tena Martens~~</td><td>~~Jennifer Warms~~</td></tr><tr><td>~~Kim Morrow~~</td><td>Tina Waldner</td></tr></table></td><td>Editorial.</td></tr>
<tr><td>IERHEO</td><td>IERHEO MOUs</td><td></td></tr>
<tr><td>MOU Re: Job Sharing (Applicable for Betel Home (Gimli), Former Interlake RHA, and Former North East Man RHA)</td><td>Amend to read:

1. When a full-time position is posted, two (2) nurses may apply to equally share that position. Both nurses sharing the position shall be given part-time employment status and shall earn benefits as provided for in the Collective Agreement.

2. The decision to allow two (2) nurses to split a full-time position rests solely with Management who will consider the needs of the area.</td><td>Nurse is no longer required to cover their job share partner’s absences.</td></tr>
</table>

	3. When one (1) nurse in a job share is authorized to be away from work for any reason, ~~it is expected the other nurse shall cover during their partner's absence providing such coverage will not result in overtime without the authorization of the manager~~ the manager will meet with the other nurse to determine the extent to which they can cover their partner's absence. **This will not result in overtime without the authorization of the manager. Any shifts that the partner nurse is unable to work will be posted in accordance with the additional available shift guidelines.** ~~If due to unforeseen circumstances, a job share nurse cannot cover in their partner's absence, the nurse must notify the nurse manager to arrange alternate coverage. Job share nurses are not required to cover for extended periods of absence, but will be offered an opportunity to do so.~~ ~~Nothing in this paragraph releases the nurse from their obligation to advise the nurse manager of their absence, notwithstanding the shift(s) is covered by the other job share nurse.~~ **For extended periods of absence (four (4) weeks or more) the nurse partner is under no obligation to fill absent nurses shifts. If the nurse partner is unable to cover the extended absence, the vacant shifts will be offered as additional available shifts or as a term position**. 4. In the event that one (1) of the nurses sharing a full-time position resigns, and the management decision is to allow this position to remain a shared position, the position will be posted as full-time with the following wording noted on the job posting: "This full-time position is currently being filled by two (2) nurses working permanent part-time. The remaining nurse wishes to continue working their half of the rotation and they will be allowed to do so if another nurse is willing to work the other half of the rotation. If you wish to apply for the other half of this rotation, please apply in the normal manner stating same." 5. Providing there is another nurse willing to share the full-time rotation, the remaining nurse will be maintained in the shared position. 6. If the management decision is to no longer allow this position to remain as a shared position, or if no nurse is willing to share the rotation with the remaining nurse, the posted position will be offered to the remaining nurse as full-time and will be granted to them if they wish to change from part-time to full-time. 7. If the remaining nurse refuses to accept the position on a full-time basis, the position may be offered as full-time to the most suitable applicant for the full-time job posting. 8. The remaining nurse will then be offered any part-time position that is currently vacant, and if none is available they shall be dealt with in accordance with Article 2708. ~~As of October 14, 2021, the conditions of an existing job share arrangement shall remain intact (as per previous applicable contract language) and will not be subject to the conditions of this MOU. Going forward, any new job share arrangements will be subject to this MOU.~~	
MOU Re: Isolation/Remoteness Retention Allowance- applicable @ Berens River	**Increase to $10,000 effective October 1, 2024.**	Increase for Berens River site.

PMHREO		
Re: Special Understandings – Clinical Nurse Specialists (CNS)	The terms of the Collective Agreement shall be applicable to the Clinical Nurse Specialists except as modified hereinafter. Inclusion of Clinical Nurse Specialists within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter. 1. Seventy-seven and one-half (77.50) hours shall constitute a bi-weekly period of work. The Clinical Nurse Specialist may vary hours worked in order to effectively carry out the accountabilities of the position. ~~2. Article 2103(a) – A nurse occupying a CNS position shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:~~ ~~Length of Employment — Rate at Which Vacation Earned~~ ~~In the first ten (10) years — Twenty (20) days per year~~ ~~In the eleventh (11th) to twentieth (20th) year inclusive — Twenty-five (25) days per year~~ ~~In the twenty-first (21st) and subsequent years — Thirty (30) days per year~~ ~~Seniority~~ ~~3. Seniority within the bargaining unit shall be deemed to commence from the date that each incumbent last commenced continuous employment with the Employer.~~	Editorial. Moves vacation provisions to body of CA
MOU Re: S.T.E.P	**DELETE**	No longer applicable.
MOU Re: Secondment of a Nurse to Presidential Duties (Applicable for Brandon Regional Health Centre only)	***Amend to read:*** The secondment will be for ~~0.7~~ **0.8** EFT. Any changes to the EFT will be made if mutually agreed upon by the parties. The nurse will be granted a partial leave of absence, if required, to maintain their position with the Employer. It is understood the partial position vacated by the nurse seconded to be President, shall be posted and maintained and/or replaced as an indefinite term.	Editorial.
MOU Re: Job Sharing	***Amend to read:*** 1. When a full-time position is posted, two (2) nurses may apply to equally share that position. Both nurses sharing the position shall be given part-time employment status and shall earn benefits as provided for in the Collective Agreement. 2. The decision to allow two (2) nurses to split a full-time position rests solely with Management who will consider the needs of the area. 3. When one (1) nurse in a job share is authorized to be away from work for any reason, ~~it is expected the other nurse shall cover during their partner's absence providing such coverage will not result in overtime without the authorization of the manager~~ the manager will meet with the other nurse to determine the extent to which they can cover their partner's absence. **This will not result in overtime without the authorization of the manager. Any shifts that the partner nurse is unable to work will be posted in accordance with the additional available shift guidelines.**	Nurse is no longer required to cover their job share partner's absences.

	~~If due to unforeseen circumstances, a job share nurse cannot cover in their partner's absence, the nurse must notify the nurse manager to arrange alternate coverage. Job share nurses are not required to cover for extended periods of absence, but will be offered an opportunity to do so.~~ ~~Nothing in this paragraph releases the nurse from their obligation to advise the nurse manager of their absence, notwithstanding the shift(s) is covered by the other job share nurse.~~ **For extended periods of absence (four (4) weeks or more) the nurse partner is under no obligation to fill absent nurses shifts. If the nurse partner is unable to cover the extended absence, the vacant shifts will be offered as additional available shifts or as a term position**. 4. In the event that one (1) of the nurses sharing a full-time position resigns, and the management decision is to allow this position to remain a shared position, the position will be posted as full-time with the following wording noted on the job posting: "This full-time position is currently being filled by two (2) nurses working permanent part-time. The remaining nurse wishes to continue working their half of the rotation and they will be allowed to do so if another nurse is willing to work the other half of the rotation. If you wish to apply for the other half of this rotation, please apply in the normal manner stating same." 5. Providing there is another nurse willing to share the full-time rotation, the remaining nurse will be maintained in the shared position. 6. If the management decision is to no longer allow this position to remain as a shared position, or if no nurse is willing to share the rotation with the remaining nurse, the posted position will be offered to the remaining nurse as full-time and will be granted to them if they wish to change from part-time to full-time. 7. If the remaining nurse refuses to accept the position on a full-time basis, the position may be offered as full-time to the most suitable applicant for the full-time job posting. 8. The remaining nurse will then be offered any part-time position that is currently vacant, and if none is available they shall be dealt with in accordance with Article 2708. ~~As of October 14, 2021, the conditions of an existing job share arrangement shall remain intact (as per previous applicable contract language) and will not be subject to the conditions of this MOU. Going forward, any new job share arrangements will be subject to this MOU.~~	

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MEMORANDUM OF UNDERSTANDING

between

THE MANITOBA NURSES UNION

(The "Union")

-and-

PROVINCIAL HEALTH LABOUR RELATIONS SERVICES

("PHLRS")

on behalf of

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

(The "Employer")

RE: FULL-TIME HOURS INCENTIVE – 2015 ANNUAL HOURS

PREAMBLE:

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

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

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

Therefore, a Full-Time Hours Incentive (herein after referred to as "The Incentive") 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 incentive based on the following parameters:
    a) Full-time nurses must be employed in one of the following classifications: LPN, LPN-CRN, Nurse II, Nurse III.
    b) The Incentive will be paid in the form of a pensionable hourly premium of $5.95 per hour for all hours paid at regular rates subject to paragraphs (f), (g) and (h) below.
    c) The Incentive will be paid on the basis of the adjusted salary scales as listed in Schedule "A" for illustration purposes only.
    d) The Incentive will not apply to overtime hours or overtime rates.
    e) The Incentive applies to a nurse who occupies a full-time Weekend Worker, within the classifications noted in a) above, who has an annual hours base of 1872.
    f) The 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 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 Incentive shall be applied. For clarity, where a nurse is on a paid sick leave of four (4) weeks or more, The 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 a full time EFT shall be entitled to the incentive based on the following parameters:
    a) Part time and/or casual nurses must be employed in one of the following classifications: LPN, LPN-CRN, Nurse II, Nurse III.
    b) For part time and/or casual nurses working up to the equivalent of full-time hours, The Incentive will paid in the form of a pensionable hourly premium of $5.95 per hour for all hours paid at regular rates.
    c) The Incentive will not apply to overtime hours or overtime rates.

d) Part time and/or casual nurses on an accepted WCB claim shall qualify for The Incentive, if prior to going on WCB they had worked sufficient hours to qualify for The Incentive in the preceding eight (8) weeks immediately prior to going off.

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

- A nurse holds a part time or casual position:
    - The assessment of full-time equivalency will be based on 2015 annual hours, however the annual period will be split and subsequently calculated over two (2) separate six (6) month periods, with each six (6) month period consisting of 1007.5 paid hours.
    - The two (2) six-month periods are as follows:
        - April 1st to September 30th – 1007.5 hours with payment being made first off cycle pay in December.
        - October 1st to March 31st –1007.5 hours with payment being made first off cycle pay in June.

- Part time Nurse (casual excluded) exceptions. The exceptions that are applied towards eligibility of The Incentive for a part-time nurse are as follows: *(reduces amount but not eligibility)*
    a) A nurse is on an approved unpaid leave of absence of four (4) weeks or less.
    b) A nurse is on approved union leave of four (4) weeks or less.
    c) The aforementioned leaves can be taken individually or in combination of up to a maximum of four (4) weeks in the eligibility period.
    d) A nurse is on any period of approved WCB claim subject to 2 d) above.
    e) A nurse who has not achieved sufficient qualifying hours may choose to utilize accrued banked overtime to top up eligible hours to a maximum of 38.75 hours. Such request shall be made in writing within two (2) pay periods prior to the eligibility period end. The requested hours will be paid straight time rates.
    f) A nurse shall be granted an exception of up to 38.75 hours to supplement eligibility to achieve payment of the 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.

The eligible hours at regular rate of pay that are applied towards The Incentive can be worked at, or in combination within, any site/Employer within the nurse's Employer Organization (*exception: Provincial Float Pool hours will count towards eligibility in conjunction with the nurse's home position*).

B. OBLIGATIONS OF THE PARTIES:

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

- Eligibility for The Incentive is only for hours paid at regular rates (overtime hours do not apply towards eligibility for The Incentive), subject to the terms and conditions identified in this MOU.

- The Incentive will be for a two (2) year trial period commencing April 1, 2025 and ending March 31, 2027.

- Any part-time and/or casual nurse qualified to perform the work at a site within the nurses Employer Organization (EO) *(unless otherwise specified herein e.g. HSC/Winnipeg)* who is not in an overtime position and has indicated in writing a desire to work an available shift, in order to qualify for the full-time incentive, shall have preference over the Employer scheduling any nurse at overtime rates whether the nurse is at the site or not.

- Where the Employer reassigns or temporarily transfers a part-time nurse, beyond the nurses regular EFT, they shall have the option to choose whether or not the hours accrued for the reassignment/transfer shall be eligible either for the reassignment/transfer premium or count towards eligibility for the full-time incentive. If

nurses choose to have the hours count towards eligibility for the full-time incentive, the nurse must make that declaration in writing, the reassignment premium shall not be payable.

- Hours paid at regular rates include: vacation, income protection of less than four (4) weeks, and all other paid leaves approved by the Employer.

- For a nurse who holds a 1.0 EFT they shall still qualify for the 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 by virtue of established EFT or previous established pattern of working sufficient, hours in the previous eight (8) weeks, to qualify on a consistent basis are eligible for qualification to the full-time incentive.

- For the duration this full-time 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 any site/Employer within their Employer Organization (exception HSC/Winnipeg). This principle also applies to nurses in the Provincial Float Pool.

- The Employer will provide to the Union:
  - Agency hours and agency costs for the fiscal year 2023/24
  - Overtime hours and overtime cost for the fiscal years 2023/24
  - Total vacant positions (broken down by EFT for the qualifying classifications) as of an agreed to date
  - Most current vacancy rates for the qualifying classifications available as of an agreed to date.
  - Total vacant positions (broken down by EFT) as of March 31, 2025, March 31, 2026, March 31, 2027.
- The Employer and Union agree the information as contained in Schedule “B” is accurate.

- The Employer commencing fiscal year April 1, 2025 will provide quarterly reports to the Committee. The following information will be provided:
  - Agency hours and agency cost;
  - Overtime hours and overtime cost (including a break out total of mandatory overtime);
  - Nurse vacancy rates;
  - Count of all vacant positions;
  - Net increase or decrease of EFTs (upon request the Union shall be provided specifics for a particular Employer site or unit within the EO);
  - Frequency and volume of reassignment;
  - Cost of implementation of the incentive vs. cost saved from reduction of agency and overtime.
  - Any information reasonably necessary to determine the efficacy of The Incentive in reducing overtime, agency usage and/or vacancy rates.
- The 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 incentive. For clarity, the Union retains the ability to grieve the reasonability of disqualification of a nurse from the 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 the Joint Nursing Council or designated sub-committee which will also include a representative of the Manitoba Government.

- The designated subcommittee shall consist of equal representation from each of the parties, three (3) from the Union and three (3) from the Employer/Government.

- All administrative systems and associated scheduling guidelines, allowing nurses maximal access to available shifts within their EO (exception HSC/Winnipeg) related to the project along with required orientation shall be implemented no later than April 1, 2025. (Initial Scheduling Guidelines in Schedule "C")

- The committee shall continue to monitor the efficacy of The 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 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 incentive and implement any necessary changes to better ensure effective alignment with the purposes of The Incentive. Any changes prior to the expiry of the trial period require mutual agreement of the parties.

- The incentive may only be discontinued after the trial period, if it proves to be ineffective in reducing overtime and/or agency use to a significant degree.

- If after the trial period, the incentive is discontinued, the Employer agrees that it shall meet promptly with the Union to collaborate and develop alternative and meaningful incentives that shall significantly and tangibly:

  (i) improve the retention and recruitment of nurses; and/or
  (ii) reduce or eliminate agency nurse use and/or excessive overtime; and/or address new challenge(s) that have arisen within the Healthcare Sector

- Where one party intends to assert The Incentive ought to be discontinued, they shall provide notice in writing to the other party no later than ninety (90) days prior to the expiry of the trial period. The parties shall meet no later than ten (10) days after such notice is provided, and thereafter as often as required in order to establish a new incentive prior to the expiry of this incentive,

- The new incentive program shall commence immediately upon expiry of the current incentive and the funds from the previous incentive (equivalent to a maximum of the total amount of full-time incentives paid out during fiscal year 2024/2025 - approximately fifty (50) million dollars in relation to the Recruitment and Retention Memorandum of Agreement signed between the parties on December 7, 2022) shall be invested in, and reallocated to, the new incentive, which shall continue for the life of the current Collective Agreement.

Signed this XX day of, April 2024

FOR THE EMPLOYER:

_____

Wanda Reader
Interim Executive Director
Provincial Health Labour Relations Services
Shared Health

FOR THE UNION:

_____

Mike Sutherland
Executive Director
Manitoba Nurses Union

Note: There will be inclusion of a bargaining note as follows in the ratification document:

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. For clarity, this applies to all nursing classifications irrespective of whether or not covered by this MOU.

Bargaining Note: although not part of the Collective Agreement per se, the new Full Time Incentive MOU was a necessary condition for the Union to provide its agreement and endorsement of a new Collective Agreement

LETTER OF AGREEMENT
Between the
Government of Manitoba

And
Provincial Health Labour Relations Service ("the Employer")

(ON BEHALF OF THE EMPLOYERS IN SHARED HEALTH, WINNIPEG-CHURCHILL HEALTH REGION, NORTHERN HEALTH REGION, PRAIRIE MOUNTAIN HEALTH REGION, SOUTHERN HEALTH-SANTÉ SUD HEALTH REGION AND INTERLAKE-EASTERN HEALTH REGION EMPLOYERS ORGANIZATIONS)

And
Manitoba Nurses' Union ("the Union")

RE: Sub-Committee on Nurse Patient Ratios

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

1. **Within three (3) months of the Union and the Employer ratifying a Collective Agreement, a Sub-Committee, falling under the umbrella of the Joint Nursing Council (JNC), will be formed consisting of Government of Manitoba representatives and an equal number of both Union and Employer representatives.**
2. **The Sub-Committee will be charged with the responsibility of defining a "Made in Manitoba" approach for the establishment of NPRs that factor in the uniqueness of Manitoba and the population served.**
3. **The Government of Manitoba will provide funding to ensure adequate administrative support is provided to the Sub-Committee, and to engage a Research Project Coordinator to facilitate and support the Sub-Committee.**
4. **The Sub-Committee will make recommendations for appropriate NPRs by considering the overall skills mix of staff providing patient care on a unit, the complexity of care, acuity of care, nurse expertise, multi-disciplinary team supports and physical layout.**
5. **The Sub-Committee will use continuous improvement methodology in the development of recommendations for a "Made in Manitoba" approach to NPRs.**
6. **The Sub-Committee will determine evaluation metrics and indicators to be utilized to measure outcomes.**
7. **The Sub-Committee will develop a plan of priority areas of focus.**
8. **The Sub-Committee will be charged to develop a process that promotes selection of positions rather than the deletion of positions, should rotation changes be required to meet the objectives of the Sub-Committee.**
9. **The Sub-Committee will provide their agreed upon recommendations with respect to NPRs to the Minister of Health, Seniors and Long Term Care ("the Minister") no later than May 1st 2026.**
10. **The Minister will review and consider the recommendations from the Sub-Committee and the Minister will make a determination on the implementation of such recommendations.**

In the event the Sub-Committee is not able to agree on appropriate NPR recommendations, or if any other issues arising out of this Letter of Agreement remain in dispute, the parties shall initiate the dispute

resolution process no later than one hundred and twenty (120) days prior to May 1st 2026. The dispute resolution process is as follows:

Step 1: the Executive Director of Provincial Health Labour Relations Service (PHLRS) and the Executive Director of the Union shall meet in good faith to resolve any dispute arising under this Letter of Agreement. Step 2: Should a dispute remain after Step 1, either the Union or the Employer may refer the matter(s) for final resolution by an arbitration panel. The panel will be constituted as per the provisions of Article 13 of the Collective Agreement between the Union and the Employer. The panel shall have the authority to make a final determination with respect to NPR recommendations to be presented to the Minister.

Bargaining Note: although not part of the Collective Agreement per se, the Nurse Patient Ratio Committee MOU was a necessary condition for the Union to provide its agreement and endorsement of a new Collective Agreement.