

COLLECTIVE AGREEMENT

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY

Representing:

Pan Am Clinic

Breast Health Centre

Home Care Program

Public Health Program

Clinical Nurse Specialists

Primary Care Nurses

Nurse Practitioners

Regional Programs

AND

THE MANITOBA NURSES' UNION

April 1, 2013 to March 31, 2017



A COMMITMENT TO CARING

THIS AGREEMENT MADE BETWEEN:

WINNIPEG REGIONAL HEALTH AUTHORITY

(hereinafter referred to as the “Employer”)

– and –

MANITOBA NURSES’ UNION

(hereinafter referred to as the “Union”)

PREAMBLE

WHEREAS, it is the desire of both parties to this agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Health Care Organization; and to maintain harmonious relationships between the Employer and the members of the Union; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

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

WHEREAS, the Employer recognizes the responsibility to secure nurses from risks to their safety, health and welfare arising out of or in connection with the activities in their workplaces, the Employer will comply with their responsibilities in accordance with Section 2(2) of The Workplace Safety and Health Act.

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

ARTICLE 1 -- SCOPE OF RECOGNITION

101 The Employer recognizes the Union as sole bargaining agent for nurses in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-6730

ARTICLE 2 - DURATION

201 This Collective Agreement shall be in full force and effect from the 1st day of April, 2013, up to and including the 31st day of March, 2017.

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

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

ARTICLE 3 -- DEFINITIONS

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

302 Employment status of nurses shall be defined as:

- (a) A "full-time nurse" is one who works the full prescribed hours of work specified in Article 14.
- (b) A "part-time nurse" is one who works on a regular and continuing basis for less than the full prescribed hours as specified in Article 14 but not less than seven and three-quarter (7.75) hours [**seven and one-quarter (7.25) hours @ Public Health**] per bi-weekly period when averaged over a four (4) week period.
- (c) "Casual nurse" as defined in 3501.

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

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

305 Wherever the feminine pronoun is used in this Agreement it includes the masculine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.

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

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

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

309 A "graduate nurse" means a person whose name is entered on the graduate nurse register of the College of Registered Nurses of Manitoba. A graduate nurse extended practice means a person whose name is entered on the graduate nurse extended practice register of the College of Registered Nurses of Manitoba. A "graduate practical nurse" means a person whose name is entered on the register of graduate practical nurses of the College of Licensed Practical Nurses of Manitoba. A "graduate psychiatric nurse" means a person whose name is entered on the register of graduate psychiatric nurses of the College of Registered Psychiatric Nurses of Manitoba. The terms of this Agreement shall be applicable to the graduate nurse, the graduate practical nurse, graduate psychiatric nurse, and graduate nurse practitioner, except as otherwise specified in the Collective Agreement.

310 Definition of Continuous Service/Length of Employment

"Length of Employment" shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and "Length of Service" shall have a similar meaning. Conversion from full-time or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be included in an employee's length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

311 The term "site(s)" shall mean the program(s)/facility(ies) within the Regional Health Authority as listed in Appendix "D".

ARTICLE 4 -- MANAGEMENT RIGHTS

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

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

ARTICLE 5 -- UNION SECURITY AND REPRESENTATION

501 The Employer agrees to deduct an amount equal to the current Union dues as directed in writing by the Manitoba Nurses' Union from each nurse in the bargaining unit, whether a member of the Union or not. Such letter shall include any dues exemptions. The Employer shall forward such dues to the Manitoba Nurses' Union by the 15th day of the following month together with a list of the names of nurses from each site for whom deductions have been made and a list of the names of all nurses newly hired/terminated/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 per attached memorandum.

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

The Employer agrees to provide each newly hired nurse with a Union Membership Form at the time of hiring. A nurse who chooses to complete the Union Membership Form shall forward the completed Union Membership Form to the Worksite President.

502 The Employer agrees to deduct union dues and the amount of any special general assessment in arrears upon receiving written authorization from the Union, and the Union agrees that all nurses to which the foregoing applies shall be given advance notice of the requested adjustment; and the Union further agrees to make refunds to nurses in the event of an over deduction of dues.

503 When a nurse makes known to the Employer or the Union that she/he is a member of a religious group which has as one of its articles of faith the belief that members of the group are precluded from being members of or financially supporting any union or professional association, the matter shall be dealt with in accordance with section 76(3) of the Labour Relations Act of Manitoba.

504 The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made; however, such change shall not be made more frequently than once in a twelve (12) month period.

505 The Union shall save the Employer harmless from any claims from nurses covered by this Agreement as a result of dues or special general assessments having been collected in accordance with the terms of this Article.

506 The Union shall provide the Employer with a list of officers and nurse representatives of the Union, and shall provide the Employer with a revised list within four (4) weeks of any changes made. The Employer also agrees to notify the Union when there are changes to relevant management positions.

507 Union activities other than those provided for in this Agreement shall not be conducted during the hours of duty of any nurse, nor in any non-public restricted area of the Employer's premises, without prior authorization by persons designated by the Employer.

508 If required in relation to the renewal of this Agreement or any new Agreement which may be negotiated as herein provided, nurse representatives or officers of the Union shall be granted time off duty, without loss of pay, to participate in negotiations in which both the Employer and the Union are represented, subject to a maximum cost as follows:

(a) Local Negotiations:
Two (2) nurses

(b) Joint Negotiations:

In the event of joint negotiations involving more than one (1) but less than five (5) Employers and the respective Unions, salaries of two (2) nurses per each site shall be maintained by the respective Employers.

In the case of "Central Table" negotiations, salaries of up to thirteen (13) nurses representing participating Manitoba Nurses' Union regions/locals shall be maintained by the respective Employers.

509 Copies of this agreement shall be provided by the Union, and the Employer will supply a copy to each nurse at the time of hiring.

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

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

512 A representative of the Union shall be granted not less than thirty (30) minutes during the orientation period in order to familiarize nurses in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to the Union. A management representative may be present during this period.

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

ARTICLE 6 -- CONTINUANCE OF OPERATIONS

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

ARTICLE 7 -- NON DISCRIMINATION

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

702 The Employer and the Union agree that no form of sexual or workplace harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union.

ARTICLE 7A -- HEALTH AND SAFETY

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

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

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

On an annual basis the Workplace Safety and Health Committee will be provided with a copy of the Critical Incident Stress Management or applicable policies for review.

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

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

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

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

7A06 **Rehabilitation and Return to Work Program** - The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill, injured or disabled nurses even when she/he is not covered under the D & R, WCB or MPI programs. Any such nurse will be supernumerary in nature when reasonably possible. The Union shall be notified by the Employer if there is a request for a Rehabilitation and Return to Work Program for a nurse. The Employer shall include the Union in the initial meeting with the nurse to review the provisions of the program to ensure that the work designated is within her/his 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.

Nurses may be placed in a rehabilitation program within a 50 kilometre radius of the originating site/office unless a greater distance is mutually agreed between the Employer and the nurse.

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

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

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

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

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

ARTICLE 8 -- TECHNOLOGICAL CHANGE

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

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

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

802 A nurse who is displaced from her/his job as a result of technological change:

- (i) shall be entitled to apply for any vacancy within the sites comprising the Regional Health Authority, or
- (ii) shall have the right to displace a nurse with less seniority in accordance with Article 27 specified in this Agreement.

803 Where newer skills are required than are already possessed by nurse(s) who are affected by a technological change as provided in Article 801, such nurse(s) shall, at the expense of the Employer, be given a reasonable training period during which they may acquire the skills necessitated by the new method of operation or, at the option of the Employer, be trained in a new area in respect of which there is a demand for individuals possessing such skills. There shall be no reduction in wage or salary rates during the training period of any such nurse.

ARTICLE 9 -- CHANGE OF FUNCTION OF NURSING UNIT

901 Should the Employer find it necessary in the interest of patient/client care, reduction of costs, or increased efficiency, to change the general overall function of a nursing unit/Community Health Program, the Employer shall provide written notice to the nurses and the Union at least ninety (90) days in advance of the change of function. The Employer and the Union shall enter into discussion within fourteen (14) calendar days of notice being given for the purpose of affecting reasonable provisions to protect the interests of the nurse(s) so affected.

Applicable for Home Care Nurses Only

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

ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS

1001 Emergency

- (a) In any emergency or disaster, nurses are required to perform duties as assigned notwithstanding any contrary provision in this Agreement.

For purposes of this Article, emergencies will be those situations which directly affect the safety or well-being of patients/clients in the site.

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

In the event of the issuance of a major health alert such as a possible pandemic occurrence, it is understood that notification will also be provided to the Manitoba Nurses' Union.

- (b) Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 16 shall apply to overtime hours worked.
- (c) This clause is subject to the Labour Relations Act of Manitoba.

1002 **Drills**

- (a) Site disaster, emergency or fire plans brought into effect by drill shall override the provisions of this Agreement provided always that where overtime is worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.
- (b) The importance of regular disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is encouraged.
- (c) Fire drills and equipment testing shall be held in accordance with the Manitoba Fire Code, and a review of written disaster plan exercises will be conducted at least once annually. The Employer will ensure that a fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the site emergency, disaster, and fire plans during orientation to the site. An inservice session related to evacuation procedures will be conducted at least once annually.

The Workplace Safety and Health Committee will be provided with a copy of the written Disaster Plan annually for their information. The Committee may provide feedback.

ARTICLE 11 -- JOINT COMMITTEES

1101 **Release Time**

- (a) Basic pay or equivalent time off, with a minimum of one (1) hour guaranteed to nurses who are not on duty, will be granted to nurses appointed by the Union to attend meetings of the Union Management Committee and any other site/regional joint committee to which the Union is required to appoint representatives.
- (b) All reasonable efforts will be made to relieve a nurse who is appointed to attend meetings of the Union Management Committee, Nursing Advisory Committee or any other site/regional joint committee to which the Union is required to appoint representatives, without loss of salary or benefits. This clause is applicable when the meeting(s) occurs during hours the nurse is otherwise scheduled to work.

1102 Union Management Committee

The Employer and the Union agree to establish and maintain a Union Management Committee for the Regional Health Authority consisting of one (1) nurse from each site (as listed in Appendix "D") appointed by the Union and senior management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Appointments shall be made for a term of one (1) year but without limit on the number of consecutive terms a member may serve. The committee shall meet at the request of either party subject to five (5) days notice being given, but not less than bi-monthly unless otherwise mutually agreed. Other parties 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.

This committee shall address concerns as follows:

- (i) Issues that have been referred by any site 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 her/his vehicle to travel to attend meetings of this committee at a location other than her/his unit/worksite/office, she/he shall be reimbursed by the Employer in accordance with the prevailing Province of Manitoba mileage rates. It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.

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

(a) At the request of either the Union or the Employer's senior nursing management, a Nursing Advisory Committee (NAC) shall be established at each site to:

- (i) Review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.
- (ii) Provide a forum for discussion and make recommendations on issues relative to nursing professional practice such as nursing standards, nursing functions, physical planning and layout of facilities as they relate to nursing and other matters of concern.

(b) The parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective patient/resident/client care and contributes to a healthy work environment.

- (c) It is further agreed it is in the best interests of the Employer, the sites and the nurses to work together to resolve the issues relative to staffing and scheduling, prolonged periods of work (consecutive hours and consecutive shifts), standby assignments, agency nurse utilization and the use of part time additional shifts and casual shifts as it relates to the creation of permanent positions.
- (d) It is further agreed that to facilitate the effective functioning of the NAC, the NAC as a committee may request and obtain data related to use of additional and/or casual shifts, overtime hours, and vacancies, 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.
- (e) The parties further agree that the cost of producing the Workload staffing reports will be shared equally.

A working group will be established and meet within sixty (60) days of ratification for the purpose of reviewing and revising as necessary, the Workload Staffing Report form. Further, the working group will review current use of the form and jointly develop an education plan directed to nurses, managers and employers. The working group shall complete the joint education plan, including situations for the completion of the form, for implementation no more than one hundred and eighty (180) days after ratification.

- (f) Any information shared with NAC cannot be used or shared by NAC members for any purpose other than that set out in this article.

(2) Committee Representation and Meeting Processes

- (a) The NAC shall be comprised of at least two (2) and up to three (3) nurses appointed by the Union (at least one of whom shall be a registered nurse or a registered psychiatric nurse), and senior nursing management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.
- (b) The NAC shall meet at the request of either party subject to five (5) days notice being given but not less than bi-monthly unless otherwise mutually agreed.
- (c) The chair and the secretary of the NAC shall alternate between the parties. The secretary shall be the opposite party to the chair.
- (d) Agendas shall be circulated at least seven (7) calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.

- (e) Minutes of the NAC meetings shall be circulated to members of the committee and shall be approved at the next NAC meeting.
- (f) A regular report outlining the activities and deliberations of the NAC including the number, type and disposition of issues dealt with by the NAC shall be forwarded to the facility's Board of Directors (Board).
- (g) The NAC shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the NAC report. The NAC shall provide the nurse(s) with a copy of that portion of the minutes of the Board's meeting relating to issues raised by a nurse(s) under 1 (a) (i) above.

(3) Nursing Advisory Committee Procedures

- (a) A nurse(s) with a concern as referenced in 1 (a) (i) above shall discuss the matter at the ward/unit level utilizing established lines of communication including the designated out of scope manager with the objective of resolving the concern. If the matter is not resolved to the satisfaction of the nurse(s), the nurse(s) may complete and submit a Workload Staffing Report. The Manager shall provide a written response as soon as is reasonably possible and no later than 14 days after the form has been submitted to management. The response will outline the action(s) taken and any further actions to be implemented. The Workload Staffing Report will then be reviewed at the next scheduled Nursing Advisory Committee meeting.
- (b) Those issues referenced in 1 (a) (ii) above may be placed on the agenda at any time by any NAC member.
- (c) If the decision of the NAC regarding an issue referenced in 1 (a) (i) or 1 (a) (ii) above is unacceptable to the nurse(s) who submitted the issues, or if the NAC is unable to resolve the issues in 1 (a) (i) or 1 (a) (ii), the matter shall be referred in writing to the regional senior nursing manager/senior nursing officer. Upon the request of either party, a meeting will be scheduled as soon as reasonably possible, but no later than fourteen (14) days.
- (d) The response of regional senior nursing manager/senior nursing officer shall be provided in writing to the nurse(s) and the NAC within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (e) Where, in the opinion of the nurse(s) who submitted the issue, the response from the regional senior nursing manager/senior nursing officer does not resolve the issue, it may be referred to an Independent Assessment Committee (IAC) within twenty-one (21) days following the response.

1104 Independent Assessment Committee

- (a) The IAC shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3rd) nurse shall chair the IAC and shall be selected in the following manner:
- (i) A list of IAC Chairpersons as agreed between the parties shall be appended to this Collective Agreement.
 - (ii) When a Chairperson is required, the Labour Relations Secretariat and the Manitoba Nurses' Union will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided shall be the name following that of the last person utilized.
 - (iii) Should the person whose name is so selected be unable to serve, or where the person would be unsuitable due to connections with the parties or geographic community involved, the next person on the list shall be approached to act as Chairperson.
 - (iv) In the event that an individual whose name appears on the list of IAC Chairpersons can no longer serve in that capacity, another individual shall be jointly selected by the Manitoba Nurses' Union and the Labour Relations Secretariat and the list of Chairpersons shall be amended accordingly.
 - (v) Appointments to the IAC shall be confirmed within twenty-one (21) calendar days of the referral.
- (b) A meeting of the IAC to investigate and make recommendations shall be held within thirty (30) calendar days of the IAC's appointment unless a longer time frame is otherwise mutually agreed between the Employer and the Union. Such recommendations shall be provided in writing to the nurse(s), the NAC and the regional senior nursing manager/senior nursing officer within a further fourteen (14) calendar days. The Employer shall convene a meeting of Employer representatives, the Union and representative(s) selected by, and from amongst, the nurses who referred the matter/issues to the NAC, subsequent to the receipt of the report, to review and discuss potential implementation of the recommendations.
- (c) Each party shall bear the cost of its own appointee to the IAC and shall jointly bear the cost of the Chairperson.
- (d) Nurses required to attend IAC meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2409.
- (e) Nurses who are nominees to an IAC shall be granted leave of absence in accordance with 2409.

- (f) A regular report outlining the activities and deliberations of the IAC including the number, type and disposition of issues dealt with by the IAC shall be forwarded to the RHA's Board of Directors (Board).
- (g) The NAC shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the NAC report. The NAC shall provide the nurse(s) with a copy of that portion of the minutes of the Board's meeting relating to issues raised by a nurse(s) under 1 (a) (i) above.

1105 Regional Nursing Advisory Committee

(1) Purpose of the Committee

- (a) The parties agree that a Regional Nursing Advisory Committee (NAC) will be established for the Winnipeg Regional Health Authority (WRHA) and the facilities/sites affiliated therein which are party to this collective agreement.

Note: facilities/sites to be listed.

- (b) The parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective patient/resident/client care and contributes to a healthy work environment.
- (c) It is further agreed it is in the best interests of the Regional Health Authority, the facilities and the nurses to work together to resolve the issues relative to staffing and scheduling, prolonged periods of work (consecutive hours and consecutive shifts), standby assignments, agency nurse utilization and the use of part-time additional shifts and casual shifts as it relates to the creation of permanent positions.
- (d) It is further agreed that the Regional NAC will review data relative to use of additional and/or casual shifts and agency nurse utilization with a view to making recommendations relative to the creation of positions.
- (e) It is agreed this structure shall not preclude issues as noted above being brought forward and/or resolved at the facility NAC in accordance with the provisions of 1103.

(2) RHA NAC Committee Representation and Meeting Processes

- (a) The Regional Health Authority NAC shall be comprised of one (1) nurse from each facility/site and two (2) nursing members at large appointed by the Union, and senior nursing management representatives of the facilities/sites and the Winnipeg Regional Health Authority, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.

- (b) Where a nurse is required to use her/his own vehicle to travel to attend meetings of this committee at a location other than her/his work site, she/he shall be reimbursed by the Employer in accordance with the prevailing Province of Manitoba mileage rates. It is understood that any adjustments in the mileage rates shall be implemented as quickly as reasonably possible, retroactive to the date the Province of Manitoba mileage rates became effective.
- (c) The RHA NAC shall meet as often as mutually agreed by the parties.
- (d) The chair and the secretary of the RHA NAC shall alternate between the parties. The secretary shall be the opposite party to the chair.
- (e) Agendas shall be circulated at least seven (7) calendar days prior to each meeting; however this shall not preclude members from raising issues without prior agenda notice. It is understood that issues may be deferred to future meetings to enable appropriate investigation.
- (f) Minutes of the RHA NAC meetings shall be circulated to members of the committee and shall be approved at the next RHA NAC meeting.
- (g) A bi-annual report outlining the activities and deliberations of the RHA NAC including the number, type and disposition of issues dealt with by the RHA NAC shall be forwarded to the RHA's Board of Directors (Board) by the RHA NAC Co-Chairs.
- (3) RHA NAC Procedures**
 - (a) A nurse(s) with a concern which may be of regional impact may complete and submit a written report to the Co-Chairs of the RHA NAC.
 - (i) If such issue is determined to be of regional impact it will be placed on the agenda of the RHA NAC. If not, it shall be referred to the appropriate site NAC.
 - (b) If the decision of the RHA NAC regarding an issue referenced above is unacceptable to the nurse(s) who submitted the issue, or if the RHA NAC is unable to resolve the issue, the matter shall be referred in writing to the regional senior nursing manager/senior nursing officer. Upon the request of either party, a meeting will be scheduled as soon as is reasonably possible but no later than fourteen (14) days.
 - (c) The response of the Regional Health Authority Executive Management Committee shall be provided in writing to the nurse(s) and the RHA NAC within fourteen (14) calendar days of the referral unless otherwise mutually agreed.

- (d) Where in the opinion of the nurse who submitted the issue to the RHA NAC the response from the RHA Executive Management Committee does not resolve the issue it can be referred to an Independent Assessment Committee (IAC) within twenty-one (21) days following the response.

1106 Regional Independent Assessment Committee (IAC)

- (a) The IAC shall be composed of three (3) nurses, one (1) of whom shall be appointed by the Manitoba Nurses' Union, and one (1) of whom shall be appointed by the Employer. The third (3rd) nurse shall chair the IAC and shall be selected in the following manner:
- (i) A list of IAC Chairpersons as agreed between the parties shall be appended to this Collective Agreement.
 - (ii) When a Chairperson is required, the Labour Relations Secretariat and the Manitoba Nurses' Union will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided shall be the name following that of the last person utilized.
 - (iii) Should the person whose name is so selected be unable to serve, or where the person would be unsuitable due to connections with the parties or geographic community involved, the next person on the list shall be approached to act as Chairperson.
 - (iv) In the event that an individual whose name appears on the list of IAC Chairpersons can no longer serve in that capacity, another individual shall be jointly selected by the Manitoba Nurses' Union and the Labour Relations Secretariat and the list of Chairpersons shall be amended accordingly.
 - (v) Appointments to the IAC shall be confirmed within twenty-one (21) calendar days of the referral.
- (b) A meeting of the IAC to investigate and make recommendations shall be held within thirty (30) calendar days of the IAC's appointment unless a longer time frame is otherwise mutually agreed between the Employer and the Union. Such recommendations shall be provided in writing to the nurse(s), the Regional Health Authority NAC and the Regional Senior Nursing Manager/Senior Nursing Officer within a further fourteen (14) calendar days. The Employer shall convene a meeting of Employer representatives, the Union and representative(s) selected by, and from amongst, the nurses who referred the matter/issues to the NAC, subsequent to the receipt of the report, to review and discuss potential implementation of the recommendations.
- (c) Each party shall bear the cost of its own appointee to the IAC and shall jointly bear the cost of the Chairperson.

- (d) Nurses required to attend IAC meetings shall be granted Union leave upon seven (7) calendar days notice in accordance with Article 2409.
- (e) Nurses who are nominees to an IAC shall be granted leave of absence in accordance with 2409.
- (f) A regular report outlining the activities and deliberations of the RHA NAC/IAC including the number, type and disposition of issues dealt with by the RHA NAC/IAC shall be forwarded to the RHA's Board of Directors (Board).
- (g) The RHA NAC shall be provided with a copy of that portion of the minutes of the Board's meeting relating to its deliberations of the RHA NAC report. The RHA NAC shall provide the nurse(s) with a copy of that portion of the minutes of the Board's meeting relating to issues raised by a nurse(s) under 1103 (1) (a) (i) above.

ARTICLE 12 -- GRIEVANCE PROCEDURE

1201 For purposes of this Agreement "grievance" shall mean a dispute between a nurse; or between a group of nurses with a similar grievance; or between the Union and the Employer regarding the application, interpretation or alleged violation of this Agreement.

1202 Unless dismissed or suspended by the Employer a nurse shall continue to work in accordance with this Agreement until such time as the dispute has been resolved.

1203 A nurse may be accompanied by, or represented by, a Union representative at any stage of the grievance procedure.

1204 A nurse or Union representative shall request permission from her/his immediate supervisor to leave her/his duties in order to process grievances; she/he shall report to her/his immediate supervisor upon her/his return; she/he shall be granted this permission when, in the opinion of her/his immediate supervisor, it will not prejudice care or student education or require any staff replacement in either area. She/he shall not suffer loss of salary when engaged in such activities during regular working hours.

1205 Complaint Stage:

A nurse shall, within fifteen (15) days of the occurrence of the grievance, attempt to resolve the grievance through discussion with her/his immediate supervisor outside the bargaining unit, and if the matter is not settled to her/his satisfaction the nurse may proceed with the grievance herself/himself or elect to be represented by a Union representative.

1206 Step One:

If the dispute is not resolved within the time period specified in 1205 above, the grievor and/or Union representative may, within a further ten (10) days submit the grievance in writing to the Human Resources Consultant or equivalent. The Human Resources Consultant or equivalent shall reply in writing within ten (10) days of receipt of the written grievance.

A grievance concerning general application or interpretation of the Agreement, including the question of whether the matter falls within the scope of this Agreement, or which affects a group of nurses in more than one (1) department, may be submitted as Step 1.

The Employer agrees to notify the Union in writing when there are changes in personnel in these positions.

1207 Step Two:

If the dispute remains unresolved, the Union may within a further ten (10) days submit the grievance in writing to the Human Resources Director or equivalent, and the Human Resources Director or equivalent shall reply in writing within ten (10) days of receipt of the written grievance.

The Employer agrees to notify the Union in writing when there are changes in personnel in these positions.

1208 For purposes of determining the lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

1209 The time limits fixed in the grievance procedure may be extended by the mutual written consent of the Employer and the aggrieved nurse and/or the Union.

1210 Subject to the provision of 1209 above, and subject to Section 121(2) of the Labour Relations Act of Manitoba, failure of the nurse/Union to comply with any of the time limits specified in this Article shall result in the grievance being deemed abandoned, without prejudice.

ARTICLE 13 -- ARBITRATION PROCEDURE

1301 In the event of the failure of the parties to settle a grievance by means of the grievance procedure stated in Article 12, within ten (10) days of the date upon which the written reply referred to in Article 12 is received from the Human Resources Director or equivalent, the matter may then be referred to arbitration as hereinafter set forth.

1302 If mutual agreement is not reached by both parties to choose a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration as defined in 1301 above, then the procedure stated below will be followed.

1303 Either party may submit the matter in dispute to a Board of Arbitration by giving notice to the other party within a further seven (7) days and by appointing in that notice one (1) nominee of the intended Board of Arbitration. The other party to the dispute shall, within seven (7) days after the receipt of such notice, also appoint a nominee and the two (2) nominees thus appointed shall, within ten (10) days thereafter, select a third member who shall be Chairperson.

1304 Should either party fail to appoint an Arbitrator as herein provided, or if any Arbitrator thus appointed should fail or be unable to serve and another Arbitrator not be appointed in her/his place by the party who made the original appointment, then the other party to the dispute may request the Minister of Labour for Manitoba to select a substitute.

1305 Should the two (2) appointed nominees fail within ten (10) days to agree upon a Chairperson, the two (2) nominees shall forward a request to the Minister of Labour for Manitoba to select a Chairperson.

1306 It is mutually agreed by both parties to this Collective Agreement that the decision of the Arbitrator, or the decision of the Chairperson in the absence of the majority decision of the Arbitration Board shall be final and binding upon the Employer, the Union and the nurse(s) concerned; however, the Arbitrator or the Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions in this Collective Agreement.

1307 The Board of Arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

1308 In the event of a grievance alleging unjust layoff, suspension or discharge being referred to arbitration, the Arbitrator or Board of Arbitration shall be authorized to rule whether or not the nurse(s) concerned shall be reinstated and, in the event of reinstatement, shall also be authorized to make an award in terms of compensation for regular salary lost or a reasonable alternate award, however, any monetary award shall not exceed the difference between salary lost and any wages that may have been earned from employment with another employer during the period of the layoff, suspension or discharge.

1309 Any costs incurred by either of the parties hereto, preceding or during arbitration proceedings, shall be borne by the respective parties incurring such costs, but the costs of the Arbitrator or of the Chairperson of the Arbitration Board shall be borne by the parties hereto in equal shares.

1310 For the purposes of determining lengths of time in the foregoing procedure, Saturdays, Sundays and Recognized Holidays are excluded.

1311 Nothing in this Collective Agreement shall preclude a nurse or the Union committee and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures or to extend any of the stipulated time limits.

1312 Nurses whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of salary as a result.

1313 The Arbitrator shall be requested to provide both parties with a hard (paper) copy as well as a disk/electronic version of an arbitration award.

ARTICLE 14 -- HOURS OF WORK

1401 Seventy-seven and one-half (77.50) ~~[seventy-two and one-half (72.5) @ Public Health]~~ hours shall constitute a bi-weekly period of work, excluding meal periods, but including rest periods.

Additional for Breast Health and CNS

The regular hours of work for nurses shall be 08:00-16:30 hours Monday to Friday.

Applicable for Public Health, Breast Health, CNS, Primary Care, Nurse Practitioners and Regional Programs

- (a) *Upon mutual agreement between a nurse and her/his 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 her/his supervisor. To the extent practicable, this time off shall occur within four (4) weeks of the nurse having worked the additional hours.*

Additional for Public Health, Breast Health , Primary Care, Nurse Practitioners and Regional Programs

- (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.*

Additional for Public Health

- (d) *In order to facilitate the provision of Public Health nursing services, a nurse may periodically elect to work; or upon a minimum two (2) weeks notice may be scheduled to work during the evening in accordance with Article 1505.*

1402 The meal period will be scheduled by the Employer and will be one-half (.50) of an hour **[forty-five (45) minutes @ for Public Health, CNS, Breast Health and Nurse Practitioners]** in duration, unless otherwise mutually agreed between the nurse(s) concerned and the Employer.

Applicable for Home Care

1402 *Where a nurse works for five (5) or more consecutive hours, an unpaid meal period of one-half (.50) hour will be provided.*

1403 A rest period of fifteen (15) minutes will be allocated by the Employer during each continuous three (3) hour period of work.

1404 A shift shall be seven and three-quarter (7.75) **[seven and one-quarter (7.25) @ Public Health]** consecutive hours of work exclusive of meal times and inclusive of two (2) fifteen (15) minute rest periods. This clause shall not, however, prevent trial and implementation of changes in shift length if mutually agreed between a majority of nurses whose schedule is affected, the Union representing those nurses whose schedule is affected, and the Employer. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.

Applicable for Home Care

1404 *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 her/his 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 1402 above.*
- (d) *This clause shall not, however, prevent trial and implementation of changes in shift length if mutually agreed between a majority of nurses whose schedule is affected, the Union representing those nurses whose schedule is affected, and the Employer. Any change in shift length agreements shall take the form of an addendum attached to and forming part of this Agreement.*

1405 A full-time or part-time nurse who is advised not to report for her/his scheduled shift, or who is sent home because of lack of work, shall receive pay for the scheduled hours not worked.

Applicable for Home Care

1405 *Where a Home Care nurse is unable to complete her/his scheduled shift due to client circumstances, she/he may be reassigned to other clients, or may be reassigned to other work for which she/he is qualified within any of the offices within the Home Care Program. It is understood that such reassignment will only occur within a fifty (50) km. radius of the originating unit/worksites/office, unless a greater distance is mutually agreed between the Employer and the nurse. Travel time and Transportation Allowance as outlined in Article 20 shall be paid to the nurse to travel to the reassigned unit/worksites/office.*

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

1406 *Where a nurse cannot arrive as scheduled at work due to whiteout/ blizzard conditions as declared by Environment Canada or the Employer, or due to road closures as declared by police agencies or the Department of Highways, the nurse shall be rescheduled at a mutually agreeable time if possible during the following two (2) consecutive bi-weekly pay periods to work any hours missed. Where the scheduling of such shift cannot be accommodated or the nurse chooses not to be rescheduled, she/he may take the time from banked time which includes banked overtime, Recognized Holidays or vacation.*

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

Additional for Public Health :

1408 *A maximum of thirty (30) nurses, excluding nurses in the Antenatal Home Care and Travel Health programs, will be assigned to work in any office on weekends, on an equitable, rotational basis. With mutual agreement between the Employer and the nurse, the nurse's scheduled days off may be altered to be taken during the one (1) week prior to and/or the two weeks following the assignment. The number of nurses assigned to work weekends may be increased by mutual agreement between the parties, such agreement shall not be unreasonably denied.*

ARTICLE 15 -- SHIFT SCHEDULES

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

1502 Requests for interchanges in posted shifts or a portion thereof shall also be submitted in writing, co-signed by the nurse willing to exchange shifts with the applicant. Where reasonably possible, interchanges in posted shifts are to be completed within the posted shift schedule. It is understood that any change in shifts or days off initiated by the nurses and approved by the Employer shall not result in overtime costs to the Employer.

1503 Night shift shall be considered as the first shift of each calendar day.

Applicable for Home Care, Pan Am , Primary Care, Regional Programs and Nurse Practitioners

1504 Master rotations for each nursing unit shall be planned by the Employer in meaningful consultation with the nurse(s) concerned.

The process for meaningful consultation shall include:

- Employer proposes a master rotation including the Employer established criteria and provides to Nurses concerned
- Nurses are provided reasonable time to submit feedback and/or an alternate master rotation for consideration.
- The amended or new master rotation is provided to Nurses for review. Nurses are provided with a reasonable time to submit feedback.
- At each step of the consultation process the Union will be provided with the new or revised master rotation to ensure contract compliance.
- Employer has the sole discretion to select the new master rotation and provides rationale for the selection.

Master Rotations shall, unless otherwise mutually agreed between the nurse(s) concerned and the Employer, observe the conditions listed hereinafter:

- (a) a minimum of fifteen hours (15) off between assigned shifts.
- (b)
 - (i) a minimum of forty-seven (47) hours off at one time, or
 - (ii) where only “8” hour shifts are worked, a single weekday off may be permitted on a changeover from Day shift to Evening shift or in a staffing pattern that provides alternate weekends off. This is subject to meaningful consultation between the nurses affected and the Union.
- (c) a minimum of eight (8) days off within each period of four (4) consecutive weeks.
- (d) alternate weekends off shall be granted as often as reasonably possible, with each nurse receiving a minimum of every third weekend off.

- (e) a maximum of seven (7) consecutive days of work and preferably less between days off. It is understood that eight (8) consecutive days of work may be assigned for the purpose of meeting the requirements of sections 2204 and 2207 inclusive herein
- (f) nurses who are required to rotate shifts being assigned to work either Day shift and Evening shift, or Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern, whenever reasonably possible.
- (g) A nurse will receive consideration in scheduling to allow her/him to pursue academic course(s) to further her/his education. Whenever reasonably possible, subject to patient care requirements, the granting shall be based on the following:
 - (i) she/he submits her/his written request at least eight (8) weeks prior to commencing the academic course(s), and
 - (ii) another nurse(s) on the unit/worksite/office is (are) prepared to interchange her/his 'normally' scheduled shifts for the 'normally' scheduled shifts of the nurse attending the academic course(s), as agreed in writing,
 - (iii) upon completion of the academic course(s) each nurse shall revert to her/his former rotation pattern.

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

ARTICLE 16 -- OVERTIME

Article 16 Not Applicable for CNS

Applicable for Home Care , Pan Am, Primary Care , Nurse Practitioners and Regional Programs:

1601 Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the rotation pattern in effect on each nursing unit/worksite/office 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 Site substantiating the reason for the overtime work.

Applicable for Public Health and Breast Health:

1601 Overtime shall be authorized time worked which exceeds the normal daily shift as defined in Article 14 herein or the normal full-time hours in the bi-weekly period. 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 substantiating the reason for the overtime work. 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.

Applicable for Home Care, Primary Care , Nurse Practitioners and Regional Programs

1602 Each nurse shall be paid at the rate of one and one-half (1.50) times her/his basic salary for the first three (3) hours of authorized overtime in any one (1) day, and at the rate of double her/his basic salary for hours worked in excess of three (3) hours in any one (1) day. A full-time nurse shall receive two (2) times her/his basic salary for all overtime worked on a scheduled day off. However, notwithstanding section 1601 above, all overtime worked on a Recognized Holiday shall be paid at two and one-half (2.50) times her/his basic salary.

Applicable for Public Health:

1602 Each nurse shall be paid at the rate of one and one-half (1.50) times her/his basic salary for the first one (1) hour of authorized overtime in any one (1) day, and at the rate of double her/his basic salary for hours worked in excess of one (1) hour in any one (1) day. A full-time nurse shall receive two (2) times her/his basic salary for all overtime worked on a scheduled day off and Sunday. However, notwithstanding section 1601 above, all overtime worked on a Recognized Holiday shall be paid at two and one-half (2.50) times her/his basic salary.

1603 Notwithstanding sections 1601 and 1602 above, where a nurse works two consecutive shifts, the nurse shall be paid the full hours for both shifts and shall not be required to work an additional fifteen (15) minutes. She/he shall receive pay at the rate of double her/his basic salary for the additional shift, except when the additional shift is worked on a Recognized Holiday, she/he shall receive pay at the rate of two and one-half (2.50) times her/his basic salary for the additional shift.

1604 At the nurse's request, overtime shall be banked and shall be compensated by time off at overtime rates to be taken at a time mutually agreed. At the nurse's request, any banked overtime, or portion thereof, shall be paid out on a separate cheque without a surcharge on the dates designated by the Employer. At the nurse's request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. Overtime may be accumulated to a maximum of seventy-seven and one-half (77.50) **[seventy-two and one-half (72.50) @ Public Health]** hours at any one time. Any overtime in excess of seventy-seven and one-half (77.50) hours shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March thirty-first (31st) of each fiscal year. Accumulated overtime not taken as time

off or paid out by this date shall be paid to the nurse in the last pay period of the fiscal year on a separate cheque without a surcharge.

1605 A full-time nurse reporting back to work upon request after leaving work following completion of a shift but before commencement of her/his next scheduled shift shall be paid at overtime rates of pay with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

Applicable for Home Care:

1605 *A full-time nurse reporting back to work upon request after completing the daily client assignment and following completion of a seven and three-quarter (7.75) hour shift but before commencement of her/his next scheduled shift shall be paid at overtime rates of pay with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.*

1606 Overtime worked as a result of the changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime.

The changeover from Central Standard Time to Daylight Savings Time will be considered as full hours worked for that shift.

1607 Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work, in accordance with 1601. Preference for such overtime shall be awarded in order by unit, site and then region.

Applicable for Home Care and Nurse Practitioners:

1607 *Overtime shall be distributed as equitably as possible amongst those nurses qualified for the work, and giving consideration to client needs and continuity of care.*

1608 In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which case regular meal/rest periods shall occur.

1609 A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following her/his regular hours of work shall be provided with a meal allowance of eight dollars (\$8.00).

ARTICLE 17 -- SHIFT PREMIUM AND WEEKEND PREMIUM

Article 17 Not Applicable for CNS

1701

- (a) An evening shift premium of one dollar (\$1.00) [one dollar and seventy-five cents (\$1.75) effective April 1, 2016] 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 five cents (\$2.05) [two dollars and fifty cents (\$2.50) effective April 1, 2016] per hour shall be paid to a nurse for all hours actually worked on any shift when the majority of hours on that shift falls between 2400 hours and 0600 hours.

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

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

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

1704 A weekend premium of one dollar and sixty-five cents (\$1.65) [two (\$2.00) dollars effective April 1, 2016] per hour shall be paid to a nurse for all hours actually worked on any shift where the majority of the hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 18 -- STANDBY

Article 18 Not Applicable for CNS

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

1802 Nurses required to be on standby shall receive two (2) hours basic pay per eight (8) [***seven and one-quarter (7.25) @ Public Health***] hour shift or portion thereof.

1803 A nurse actually called back to work when she/he is on standby shall be paid for hours worked at the overtime rates, or may, at the nurse's request, be granted time off which is the equivalent of overtime rates. The nurse will be guaranteed a minimum of three (3) hours at the overtime rate except when called in within three (3) hours of the commencement of her/his next shift. In such cases the nurse shall be paid at the overtime rate from the time she/he started work to the beginning of her/his shift.

Additional for Nurse Practitioners

A nurse who is placed on standby shall, in addition to Standby premium, be paid at the rate of double the nurse's regular hourly rate of pay for any telephone calls received and shall be inclusive of any follow-up required with a minimum payment of fifteen (15) minutes per call.

A nurse not on standby shall be paid at the rate of double the nurse's regular hourly rate of pay for any telephone calls received and shall be inclusive of any follow-up required with a minimum payment of fifteen (15) minutes per call. Accepting any such calls when not receiving the Standby premium shall be at the discretion of the Nurse Practitioner.

1804 Standby allowance shall be paid for any time during which a nurse is actually called back to work.

1805 Assignment of standby shall be distributed as equitably as possible amongst those nurses qualified for the assignment.

1806 The Employer will provide parking space in near proximity to the site for the use of nurses on standby who are called back.

1807 Whenever reasonably possible, a pager (or alternate) shall be provided by the Employer to nurses during any period of assigned standby.

ARTICLE 19 – RESPONSIBILITY PAY

Applicable for Home Care, Primary Care and Regional Programs:

1901 *A nurse temporarily assigned to perform all or substantially all of the duties of a more senior classification or a nurse designated as being "in charge" will receive an allowance of one dollar (\$1.00) for each hour worked.*

A Licensed Practical Nurse will receive responsibility pay when she/he is assigned charge nurse responsibilities by the Employer.

Applicable for Public Health, CNS , Breast Health and Nurse Practitioners:

1901 *In the event the Employer or representative temporarily assigns a nurse to substantially all of the duties and responsibilities of a position carrying a higher rate of pay, the nurse shall receive the rate on the salary scale of the higher position which is at least one (1) increment above her/his present rate of pay immediately. When the higher rate of pay is the rate of an out of scope position, it is understood the nurse receiving the higher rate of pay shall remain in the bargaining unit for the duration of assignment.*

Applicable for Pan Am:

1901 A nurse designated as being "in charge" will receive an allowance of one dollar (\$1.00) for each hour worked in accordance with the following provisions:

- (a) A nurse will be designated as being "in charge" for the Operating Rooms unit in the absence of the manager for periods in excess of two (2) hours
- (b) A nurse will be designated as being "in charge" for the Recovery Room unit during those periods when three or more operating rooms requiring anesthetist coverage are open.
- (c) A nurse will be designated as being "in charge" for the Minor Injury Clinic in the absence of the manager for periods in excess of two (2) hours

Applicable for Home Care, Pan Am and Primary Care

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

Additional for Pan Am:

1903 This allowance shall be paid to one (1) Registered Nurse on each nursing unit on Day shift except in the case of there being a nurse manager on the unit.

This allowance is also applicable to one (1) nurse on each nursing unit on Evening shift.

ARTICLE 20 – TRANSPORTATION ALLOWANCE/ESCORT DUTY

2001 A nurse who is required to terminate or commence her/his shift between the hours of 0001 and 0600 hours and who does not have her/his own transportation, will have transportation provided by the Employer at no cost to the nurse if such transportation is available.

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

- (a) return transportation provided by the Employer, or
- (b) if she/he elects to use her/his own vehicle, she/he shall be reimbursed for all travel in accordance with the prevailing Province of Manitoba mileage rates, subject to a minimum guarantee of \$4.00 and a maximum payment of twenty-five (\$25.00) dollars effective date of ratification.

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

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

- (a) she/he shall be reimbursed by the Employer for all travel from the unit/worksite/office and between work locations in accordance with the prevailing Province of Manitoba mileage rates.

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

- (b) She/he shall be reimbursed for parking expenses incurred away from the unit/worksite/office during the course of the authorized business.

2004 **Escort Duty:**

- (a) (i) A nurse called in to escort a patient/client when she/he is not on standby or provided she/he does not qualify for pay at overtime rates in accordance with Article 16, shall be paid for all time involved with the patient/client assignment including travel time required to return to the worksite/Team Office, subject to a minimum guarantee of three (3) hours pay at regular rates of pay. All hours worked in excess of seven and three-quarter (7.75) hours **(seven and one-quarter (7.25) hours @ Public Health)** shall be paid in accordance with Article 16.
- (ii) When a nurse is required to escort a patient/client while on a scheduled shift, overtime rates of pay will apply in accordance with Article 16 for all hours worked in excess of the scheduled shift length (i.e. 7.25, 7.75 hours, 11.625 hours).
- (iii) A full-time or part-time nurse scheduled or called in for escort duty when she/he is not on standby whose escort duty is cancelled, shall be paid or assigned work for a period of three (3) hours.
- (iv) When a nurse on escort duty is no longer involved with the patient assignment, time and return travel time will be paid as follows:
- For each subsequent 24 hour period that the nurse is awaiting return travel she/he shall be paid wages for one regular shift (or overtime in accordance with Article 16)
 - For each portion of a 24 hour period that the nurse is awaiting return travel or travelling to return to the facility, the nurse will be paid the greater of hours worked plus actual hours in travel status (or overtime in accordance with Article 16) or a prorated shift based on the portion of the 24 hour period away.

- (v) Where a nurse is responsible for the care and control of equipment and/or drugs, and such equipment and/or drugs is not readily portable and requires the nurses' full attention, then the nurse shall be considered as being still "on duty" as if she/he was still involved with the patient and shall be paid accordingly.

A casual nurse whose Escort Duty is cancelled prior to her/his arrival at the worksite/Team Office shall not be entitled to the payment or work noted above. If her/his Escort Duty is cancelled after she/he has reported for duty, she/he shall be paid or assigned work for a period of four (4) hours.

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

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

Additional for Home Care and Public Health

2005 Applicable to nurses who live within the City of Winnipeg:

Where a nurse is authorized to use her/his privately owned vehicle on the Employer's business, she/he shall be reimbursed in accordance with 2003 above for all travel between work locations and any distance greater than eight (8) kilometers when traveling from home to the first work assignment of the day or traveling home from the last work assignment of the day. Where the nurse is required to report to the designated Community Health Services site at the beginning of the day or at the end of the day, she/he will be reimbursed in accordance with Article 2003 for all travel between the designated Community Health Services site and all client visits.

Applicable to nurses who live outside the City of Winnipeg:

Where a nurse is authorized to use her/his privately owned vehicle on the Employer's business, she/he shall be reimbursed in accordance with 2003 above for all travel between work locations and any distance greater than eight (8) kilometers from her/his closest point of entry to the Perimeter Hwy. (from her/his home) when she/he is directed to report to a client's home as the first work assignment of the day or traveling home from a client's home after the last work assignment of the day. Where the nurse is required to report to the designated Community Health Services site at the beginning of the day or at the end of the day, she/he will be reimbursed in accordance with Article 2003 for all travel between the designated Community Health Services site and all client visits.

Additional for Home Care:

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

Additional for Home Care:

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

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

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

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

ARTICLE 21 -- VACATIONS

2101 *Unless otherwise agreed between the nurse and the Employer, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that five (5) vacation days [(thirty-eight point seven five (38.75) hours) **[thirty-six point 25 (36.25) @ Public Health]** equals one (1) calendar week. Effective the 2011/2012 vacation year, the vacation year shall be from April 1st to March 31st. The dates used to calculate vacation earned shall be from the end of the last full pay period of March in one vacation accrual year to the end of the last full pay period of the following March. 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 her/his vacation begins. Upon request, a nurse may be permitted to retain up to three (3) days of her/his regular vacation for the purpose of taking such time off for personal reasons such as religious observance or special occasion. Any such days not scheduled at the commencement of the vacation year shall be requested and duly considered in accordance with Article 1501.

2102 A nurse who has completed less than one (1) year of employment as at the cut-off date shall be entitled to a paid vacation at the rate of one and one-quarter (1.25) **[one point sixty-six (1.66) @ CNS and Nurse Practitioners]** days per month worked, however, unless otherwise mutually agreed, the Employer is not obliged to permit earned vacation to be taken until a nurse has completed six (6) months of employment.

Applicable for Home Care, Public Health, Pan Am, Breast Health, Primary Care and Regional Programs

2103

(a) *Except as provided in subsection (b) hereinafter, nurses shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:*

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
<i>In the first three (3) years</i>	<i>Fifteen (15) days/three (3) weeks [116.25 hours (for Public Health 108.75 hours)] per year</i>
<i>In the fourth (4th) to tenth (10th) year inclusive</i>	<i>Twenty (20) days/four (4) weeks [155 hours (for Public Health 145 hours)] per year</i>
<i>In the eleventh (11th) to twentieth (20th) year inclusive</i>	<i>Twenty-five (25) days/five (5) weeks [193.75 hours (for Public Health 181.25 hours)] per year</i>
<i>In the twenty-first (21st) and subsequent years</i>	<i>Thirty (30) days/six (6) weeks [232.50 hours (for Public Health 217.50 hours)] per year</i>

Vacation entitlement for the vacation year following completion of the 3rd, 10th and 20th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

Additional for Home Care and Regional Programs

(b) *In addition to (a) above, all nurses employed in the NIV or NV 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.

Additional for Public Health

- (b) *In addition to (a) above, all Nurse IV's (Public Health Nurses) and Nurse V's shall receive an additional five (5) days vacation per year. This provision shall only apply to nurses employed prior to October 17, 1996.*

This provision shall apply to nurses employed in the classification of Nurse IV or higher on October 17, 1996. This Article will not apply to nurses who are newly employed as or reclassified to Nurse IV or higher after October 17, 1996.

Applicable for CNS and Nurse Practitioners**2103**

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

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

Vacation entitlement for the vacation year following completion of the 3rd, 10th and 20th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

2104 In recognition of length of service, each nurse shall receive an additional five (5) days of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e. 25th, 30th, 35th, 40th, etcetera). Such days shall be taken during the vacation year in which the 20th or subsequent 5th anniversary occurs.

2105 For the purposes of determining the rate at which vacation entitlement is earned, the term of continuous service of a nurse will be deemed to include:

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

2106 Nurses on Workers Compensation will continue to accrue paid vacation for a period of one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.

2107 Terminal vacation pay shall be calculated in accordance with sections 2103 and 2105 and based on the nurse's rate of pay on the date of termination.

2108 The Employer shall notify each nurse, prior to her/his vacation, of the date and time upon which she/he is to report back to work following her/his vacation, but this will not preclude the making of a change during the nurse's vacation period if mutual agreement is reached between the Employer and the nurse.

2109 The Employer shall be responsible for posting the vacation entitlement lists, along with a list of the number of nurses in each occupational classification per unit/worksites/office that may be scheduled for vacation at one time, in an accessible location, by February 1st of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at March 31st of that year.

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

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

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

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

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

A nurse who transfers to another unit/worksites/office after her/his vacation request has been approved, shall have her/his vacation scheduled by the Manager of the new unit/worksites/office in consultation with the nurse within the time periods remaining during that vacation year.

Notwithstanding the above, as much as reasonably possible, the approved vacation of deleted and bumped nurses shall continue to be approved regardless of the unit/worksites/office they are displaced to. This shall not impact previously approved vacation of nurses in the new unit/worksites/office. If the displaced nurse prefers to reschedule the vacation at a time that is mutually agreeable to both the Employer and the nurse, that shall occur.

A nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used or scheduled by January 15th, the Employer has the right to schedule the vacation prior to the end of the current vacation year. Vacation may be paid out only in extenuating circumstances.

Additional for Public Health

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

2110 Any nurse who was granted, at date of employment, vacation entitlement superior to the entitlement schedule in 2103, shall have those entitlements continued.

Additional for Public Health Nurses

2111 *Where the Employer has been unable to schedule part or all of a nurse's vacation within the vacation year, the nurse may, in lieu of receiving vacation pay out at year end, elect to carry over such vacation leave to the following year.*

ARTICLE 22 -- RECOGNIZED HOLIDAYS

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

2202 Whenever a Recognized Holiday falls on her/his scheduled days off, it is understood that this day off in lieu shall be banked in accordance with Article 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that she/he receive an extra day's pay at her/his basic rate of pay.

2203 A nurse required to work on a Recognized Holiday shall be paid at the rate of one and one-half (1.50) times her/his basic pay and in addition it is understood that one (1) day off shall be banked in accordance with Article 2206, or the nurse may request that a day in lieu of the Recognized Holiday be scheduled on a date mutually agreed between the Employer and the nurse, or the nurse may request that she/he receive an extra day's pay at her/his basic rate of pay.

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

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

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

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

2206 A nurse may accumulate up to four (4) days off in lieu of Recognized Holidays to be taken with scheduled days off or to complete a partial week of vacation or at such other time as is requested and granted in accordance with 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.

Additional for Home Care ,Primary Care and Nurse Practitioners:

2207 *Assignment of Recognized Holidays on the actual day of their occurrence shall be made as equitably as reasonably possible.*

Additional for Public Health:

2208 *Where the Employer requires a nurse to work a regular work day on December 24th when that day falls on Monday through Friday inclusive, such nurse shall be entitled to one-half (½) day of compensatory leave with pay to a maximum of four (4) hours.*

The above referenced clause ceases to apply to any nurses hired into a Rural Community Health Nurse or WRHA Public Health Nurse position after the date of ratification.

ARTICLE 23 -- INCOME PROTECTION AND WORKERS COMPENSATION

2301 A nurse having accumulated income protection may claim basic pay for such income protection against such accumulation with respect to periods during which:

- (i) She/he was unable to work because of an incapacitation due to accident or illness, however, a nurse cannot receive income protection benefits for any period of time during which she/he is eligible for wage loss benefits from either the Workers Compensation Board or the Manitoba Public Insurance as a result of a motor vehicle accident [subject to 2303], or

- (ii) In the opinion of the Employer, her/his presence constituted a health hazard for patient and/or other employees and she/he was instructed by the Employer to leave her/his place of duty; or
- (iii) She/he attends an appointment related to a medical/dental examination and/or treatment, subject to 3704.

Additional for Public Health and Breast Health:

- (iv) *A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. No deductions for absences on account of illness will be made for periods of two (2) hours or less, to a maximum of six (6) such absences per year.*

A nurse who has had accumulated sick credits and subsequently used all her/his credits will be entitled to the benefit of this Article regarding absence for two (2) hours or less.

2302 Each nurse shall accumulate income protection at the rate of one and one-quarter (1.25) days for each full month of employment.

Note: For each one and one-quarter (1.25) days of income protection accumulated, one day* (80%) shall be reserved exclusively for the nurse's personal use as outlined in Article 2301. The remaining one-quarter (.25) of a day* (20%) shall be reserved for either the nurse's personal use as outlined in 2301, or for use in the event of family illness as specified in 2312. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

2303

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

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

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

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

- (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, *Disability and Rehabilitation plan, and group life insurance plan as if the nurse was not disabled. If the supplement is not sufficient, or where the nurse elects to receive an advance, the nurse may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the nurse contributes.
 - (iii) Further to this, the Employer shall notify Workers Compensation/Manitoba Public Insurance of salary adjustments at the time they occur.
 - (iv) In accordance with Section 41(6)(b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the WCB by January 1, 1994 so that the WCB may determine whether or not the supplements referenced in 2303(b)(i) shall continue in effect after January 1, 1995.
 - (v) If at any time it is decided by the WCB/MPI that any payment to be made to the nurse by the Employer must be offset against benefits otherwise payable by the WCB/MPI, then such payment shall not be payable.
- (c) Where the WCB/MPI recommends a work assessment period or a modified return to work period, the provisions of 7A06 shall apply.

Applicable for Home Care, Pan Am, Breast Health, CNS, Primary Care, Nurse Practitioners and Regional Programs

- (d) A nurse who is on D&R/WCB/MPI prior to the commencement of her/his vacation shall, upon her/his request, have her/his vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year. If the nurse's current annual vacation cannot be reasonably scheduled by the end of the current vacation year the nurse may elect to carry over to the next vacation year up to five (5) days of current annual vacation (pro-rated for part-time).

Applicable for Public Health

- (d) A nurse who is on D&R/WCB/MPI prior to the commencement of her/his vacation shall, upon her/his request, have her/his vacation displaced and such vacation shall be re-scheduled at a time mutually agreed between the nurse and the Employer within the available time periods remaining during that vacation year.

2304 The Employer shall be entitled to recover any income protection paid to a nurse if her/his employment is not continued beyond her/his probationary period, from the nurse's final termination cheque.

2305 A nurse who is unable to report for work due to illness shall inform the Employer prior to the commencement of her/his next scheduled shift(s). A nurse who fails, without valid reason, to give notice as specified below will not be entitled to receive income protection benefits for the shift(s) in question.

Prior to Day shift	--	One (1) hour
Prior to Evening shift	--	Three (3) hours
Prior to Night shift	--	Three (3) hours

A nurse returning to work following an absence of one week or more shall inform the Employer by 1200 hours the day prior to returning to work.

2306 The Employer, either at the time of notification by the nurse of claiming income protection, or by advance notice prior to future income protection claims, may require a medical certificate or report as proof of the validity of any claim for income protection and as proof of the nurse's ability to perform her/his regular duties. Failure to provide such a certificate when requested may disqualify a nurse from receiving paid income protection or may result in a refusal of permission for her/him to resume her/his duties.

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

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

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

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

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

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

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

2312 Subject to the provisions of 2302, a nurse may use income protection for the purpose of providing care in the event of an illness of a spouse, child or parent.

2313 A nurse who has completed the probationary period who is unable to perform her/his work by reason of an accident or illness not fully covered by income protection, upon providing an acceptable medical certificate, shall be granted unpaid leave of absence as required for recovery; subject to review at three (3) months, or lesser intervals, at the discretion of the Employer.

ARTICLE 24 -- LEAVE OF ABSENCE

2401 The nurse will be required to submit a written request for any leave of absence unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the Employer unless otherwise indicated in the agreement; however, requests for education leave will be given special consideration. Except in emergencies, such requests must be made at least four (4) weeks in advance. The Employer shall notify the nurse of her/his decision in writing, within two (2) weeks of receipt of the request. Requests for extension of educational leave, maternity leave, paternity leave, adoption leave, and bereavement leave will be granted if reasonably possible.

Where a nurse requests to return to work prior to the expiry of the leave of absence as set out in the approved request, the Employer shall have no obligation to return the nurse to work until such time that the leave of absence would have expired, except as per 2408 C.6.

Where a nurse has been granted a leave of absence from her/his entire EFT, she/he shall be eligible to work additional available shifts. However, she/he shall not have preference over part-time nurses or casual nurses who offer to work these shifts. When she/he is awarded additional available shifts, she/he is compensated in accordance with Article 2703 (a) – (e).

Where a nurse has requested and been granted a partial leave of absence, she/he will be entitled to accrual of vacation, income protection credits, pre-retirement leave, and Recognized Holiday pay on a pro-rata basis.

2402 Overstaying of leave of absence without valid reason may be deemed as a resignation.

Applicable for Home Care, Pan Am, CNS and Nurse Practitioners

2403 The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less, the nurse is assured of being placed in the same occupational classification within the site and at the same step on her/his salary scale on her/his return, but she/he cannot be assured of being placed in the same nursing unit/worksites/office, position or shift. In the case of longer leaves of absence, a nurse may be placed in any position covered by this agreement within a fifty (50) kilometre radius of the originating site, unless a greater distance is mutually agreed between the Employer and the nurse, and shall be reinstated at her/his previous salary, provided that such salary shall not exceed the maximum for the position in which she/he is placed. Notwithstanding 3001, a nurse not placed in her/his former position will be given consideration over other nurses for the first vacancy made available to her/him in a similar position within the sites comprising the Regional Health Authority.

Additional for Home Care

Note: The following 2 paragraphs are in effect only for nurses who commenced a leave of absence prior to date of ratification (March 27, 2008). They do not apply to nurses who commenced a leave of absence on March 28, 2008 or later:

In cases where a Licensed Practical Nurse is eligible for or obtains a Registered Nurse/Registered Psychiatric Nurse designation, it is understood by the parties that should the nurse not be successful in obtaining a Registered Nurse/Registered Psychiatric Nurse position within the site, she/he shall be considered as laid-off.

In cases where a Licensed Practical Nurse has been granted an educational leave of absence to pursue a Registered Nurse/Registered Psychiatric Nurse designation and is unsuccessful, it is understood by the parties that she/he shall be considered as laid-off.

Applicable for Public Health, Breast Health, Primary Care and Regional Programs

2403 Without prejudicing the Employer's right to assign and reassign nurses to various Team offices from time to time, the Employer agrees that, where reasonably practical in the opinion of management, nurses returning from maternity/parental leave will be placed in the Team office where they worked immediately preceding the aforementioned leaves.

The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less, the nurse is assured of being placed in the same occupational classification and at the same step on her/his salary scale on her/his return, but she/he cannot be assured of being placed in the same Team Office, position or shift. In the case of longer leaves of absence, a nurse may be placed in any position covered by this Agreement and shall be reinstated at her/his previous salary, provided that such salary shall not exceed the maximum for the position in which she/he is placed. Notwithstanding 3001, a nurse not placed in her/his former position will be given consideration over other nurses for the first vacancy made available to her/him in a similar position.

2404 There shall be no loss of income protection accumulations or vacation accumulations up to the date of any leave of absence whether granted with or without pay.

2405 Income protection and vacation benefits will continue to accrue during any period of an unpaid leave of absence, approved by the Employer of four (4) weeks or less.

2406 Professional Leave: If, in the opinion of the Employer it is in the best interests of patient care, nurses may, whenever practicable, be granted time off with pay in order to attend professional or educational meetings, conventions, workshops and institutes.

2407 Education Leave:

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

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

(c) Employer Sponsored Educational Development:

A nurse shall be granted, upon written request, funding up to a maximum of \$200 per fiscal year, to attend approved workshops, courses, and other programs that are relevant to nursing practice. Such requests must be submitted to the senior nursing manager or designate prior to attendance at such program. The \$200 allowance referenced herein shall be for reimbursement of tuition or registration and recommended/required books and shall occur upon satisfactory completion of the workshop, course, or educational program.

2408 Parenting Leave

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave. A nurse shall be granted leave of absence for up to fifty-four (54) weeks where she/he qualifies for Parenting Leave.

A nurse who qualifies for Maternity Leave may apply for such leave in accordance with either Maternity Leave Plan "A" or Maternity Leave Plan "B" but not both.

A. Maternity Leave Plan "A"

1. Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:

- (a) a written request must be submitted not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended date of the leave.
- (b) if requested by the nurse, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.
- (c) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.

B. Maternity Leave Plan “B”

1. In order to qualify for Plan B, a pregnant nurse must:
 - (a) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave.
 - (b) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
 - (c) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the nurse has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.
 - (d) the Employer is entitled to require a nurse to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where a nurse is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment; and

- (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified as per C.6 below.
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (d) In the event the nurse does not complete the full period of service as required under Part (a) and (b) above, she shall repay a portion of the “top up” as follows:

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

3. A nurse who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in (1) (b).
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in (1) (b).
 - (c) the Employer may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.
4. During the period of maternity leave, a nurse who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) for the first two (2) weeks a nurse shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the nurse is eligible to receive and ninety-three percent (93%) of her normal weekly earnings.
 - (c) All other time as may be provided under this Article, shall be on a leave without pay basis.

5. Plan B does not apply to a newly hired nurse occupying a term position.
6. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

C. 1. Parental Leave

- (i) In order to qualify for Parental Leave a nurse must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave), or be a partner in a same sex relationship who assumes care and custody of a child.
 - (ii) A nurse who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
 - (iii) In the case of Adoption Leave, the nurse must submit a written request for such leave. The nurse may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
 - (iv) A nurse who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to fifty-four (54) weeks inclusive of vacation as specified in (C.2) below. If requested by the nurse, extensions to leaves under this clause will be granted in accordance with 2401.
2. Except as outlined below, any nurse must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.

Where Parenting leave is thirty-seven (37) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.

Where Maternity and/or Parental Leave exceeds thirty-seven (37) weeks, the nurse may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).

Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.

3. Subject to 4. below, Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the nurse.
4. Where a nurse takes Parental Leave in addition to Maternity Leave, the nurse must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
5. Three (3) days of paid leave of absence (23.25 hours) **(21.75 hours for Public Health)** shall be granted to a full-time nurse prior to the commencement of Maternity, Paternity, or Adoption Leave or at the time of the birth or adoption of a child. If the nurse is taking a Maternity, Paternity, or Adoption Leave, the nurse will use this three (3) days of paid leave to replace scheduled hours of work immediately prior to the Sunday of the week the Maternity, Paternity, or Adoption Leave commences.

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

6. A nurse may end Maternity or Parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the nurse wants to end the leave.

2409

(a)

Union Leave:

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

- (b) Subject to six (6) weeks notice, a nurse elected or selected to a full-time or part-time position with the Manitoba Nurses' Union or the Canadian Federation of Nurses' Unions/Canadian Labour Congress or College of Registered Nurses of Manitoba or College of Licensed Practical Nurses of Manitoba or College of Registered Psychiatric Nurses of Manitoba, shall be granted leave of absence without loss of seniority, salary or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request, during her/his term of office. It is understood that the Manitoba Nurses' Union will reimburse the Employer for the total recovery of payroll and related costs.

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

2410 Legal and Investigative Proceedings

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

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

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

2411**Bereavement Leave:**

- (a) Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, stepchild, parent, step-parent, sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or four (4) calendar days following the death, whichever is the greater. Bereavement leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.

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

- (b) Necessary time off up to one day at basic pay will be granted to a nurse to attend a funeral as a pallbearer.

Necessary time off up to one day at basic pay may be granted a nurse to attend either a funeral or initial memorial service as a mourner. Special consideration will be given to requests for leave related to the death of significant other persons under this provision.

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

Additional for Public Health , CNS , Breast Health and Nurse Practitioners:

A nurse may be granted leave of absence without pay and without loss of seniority for compassionate or other very special reasons on approval of the Director of the Department or her/his designate where, in the opinion of management, such leave will not adversely affect the operation of the Department.

2412

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

2413**Pre-retirement Leave:**

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

- (v) terminate employment at any time due to permanent disability

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

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

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

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

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

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

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

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

- (c) Calculation of pre-retirement leave entitlement shall begin from the date of the nurse's last commencing employment with the Employer and shall be based on the nurse's total length of continuous employment on the date of retirement.

Note: It is understood that for the purposes of calculation of pre-retirement leave entitlement, for nurses employed within two (2) or more sites that now comprise the Regional Health Authority, the earliest of their employment dates will apply.

- (d) Payment shall, at the option of the nurse, be made in a lump sum or as a continuation of salary until scheduled retirement date, or as a combination of continuation of salary followed by a lump sum payment.

NOTE: Where a nurse chooses to take a lump sum payment, the retirement date shall be her/his last day worked.

- (e) Where a nurse is entitled to pre-retirement leave in accordance with the conditions listed above, and the nurse dies prior to receiving this benefit, it is understood that the pre-retirement leave benefit shall be paid to her/his estate.

2414 Citizenship Leave: Nurses shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen. The nurse shall notify the Employer a minimum of seven (7) days prior to the date this leave is required.

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

2416 Compassionate Care Leave:

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

- (a) A nurse must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) A nurse who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) A nurse may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For a nurse to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the nurse has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and

- (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the nurse;
 - (ii) a child of the nurse or a child of the nurse's spouse or common-law partner;
 - (iii) a parent of the nurse or a parent of the nurse's spouse or common-law partner;
 - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the nurse or of the nurse's spouse or common-law partner;
 - (v) a current or former foster parent of the nurse or of the nurse's spouse or common-law partner;
 - (vi) a current or former foster child, ward or guardian of the nurse, or of the nurse's spouse or common-law partner;
 - (vii) the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
 - (viii) any other person whom the nurse considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) Unless otherwise mutually agreed, a nurse may end her/his Compassionate Care Leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be clearly indicated as "Compassionate Care Leave shifts – subject to forty-eight (48) hours notice of cancellation".
- (g) Seniority shall be retained/accrued as per Article 25.
- (h) Subject to the provisions of 2302, a nurse may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the nurse shall be eligible for Bereavement Leave as outlined in Article 2411.

2417 **Secondment to Educational Institutions**

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

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

ARTICLE 25 -- SENIORITY

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

Additional for Home Care: *Seniority accumulated up to September 30, 2002 shall be retained; and effective October 1, 2002, seniority will be calculated in accordance with 2501 above.*

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

NOTE: Memo #34 Re: Transfer – Job Selection shall be in effect for the duration of this Collective Agreement.

2503 The seniority of a nurse will be retained but will not accrue if:

- (i) she/he is on any unpaid leave of absence in excess of four (4) consecutive weeks except those referenced in (ii) below, and those referenced in Article 2504;
- (ii) she/he is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D & R, for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
- (iii) she/he is on an educational leave of absence in excess of two (2) years;
- (iv) she/he is laid off for more than twenty-six (26) weeks and less than five (5) years;
- (v) she/he obtains a term position of fifty-four (54) weeks or less, outside the bargaining unit.

- 2504** The seniority of a nurse will be retained and will accrue if:
- (i) she/he is on any period of paid leave of absence;
 - (ii) she/he is on any period of Employer paid income protection;
 - (iii) she/he is on an educational leave of absence up to two (2) years;
 - (iv) she/he is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI or D & R for a period of up to two (2) years from the date of the first absence from work related to the injury or illness;
 - (v) she/he is on any period of unpaid leave of absence of less than four (4) weeks, except those referenced in (iv) above;
 - (vi) she/he is laid off for less than twenty-six (26) weeks;
 - (vii) she/he is on parenting leave;

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

- 2505** The seniority of a nurse will terminate if:
- (i) she/he resigns;
 - (ii) she/he is discharged, and not reinstated under the grievance procedure;
 - (iii) she/he is laid off for more than five (5) years;
 - (iv) she/he fails to report for duty within seven (7) days after notification to do so, subject to Article 2706;
 - (v) she/he fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension without valid reason;
 - (vi) she/he obtains a permanent position outside the bargaining unit; or a term position outside the bargaining unit which is greater than fifty-four (54) weeks.

2506 The Employer shall once annually, by January 31st, provide the Union with a seniority listing of names of nurses within the scope of this agreement, together with the length of each nurse's continuous employment with the Employer. Any alleged errors in the list will be reviewed by the Employer and corrected as soon as possible.

ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT

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

- (a) for classifications other than Nurse IV, Nurse V ,CNS and Nurse Practitioner -- four (4) weeks, and
- (b) for Nurse II – Public Health, Nurse IV , Nurse V , CNS and Nurse Practitioner classifications -- six (6) weeks.

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

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

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

2604 Subject to other provisions contained in this Agreement relative to termination of employment, each nurse shall, unless otherwise mutually agreed, upon termination of her/his employment and within five (5) office working days following the completion of her/his last working shift, receive pay in lieu of unused vacation, and all salary earned to date of termination.

ARTICLE 27 -- LAYOFF AND RECALL

2701 When a reduction in the working force becomes necessary, nurses will be laid off in reverse order of seniority within their occupational classification within the site, subject only to more senior nurses being qualified, competent and willing to perform the required work.

2702 Notice of intention of layoff or equivalent pay thereof shall be given by personal service or by registered mail to the nurse(s) concerned and a copy of the notice forwarded to the Union. Notice shall be as follows:

- Layoffs of six (6) weeks or less - two (2) weeks notice;
- Layoffs of longer than six (6) weeks - four (4) weeks notice.

A nurse who is on layoff shall not be entitled to notice of layoff when she/he comes back to work on an incidental basis.

2703 No layoff of full-time or part-time nurses shall occur within a site when casual nurses are being employed within that site, unless no full-time or part-time nurse on staff within that site is qualified, competent and willing to fill the position(s) in question.

Notwithstanding Article 3402, additional available shifts shall be offered to a nurse on layoff, before part-time and casual nurses, provided she/he is qualified, competent and willing to perform the required work. During the first three (3) years of a layoff, the nurse on layoff will receive preferential consideration for the assignment of such shifts at the Team Office/ site of layoff, provided that this will not result in her/him working in excess of her/his regular EFT commitment. In addition, during the first three (3) years of layoff, if a laid off nurse indicates her/his availability for additional available shifts at any of the other Team Offices/sites comprising the Regional Health Authority, she/he will receive preferential consideration over part-time nurses for the assignment of such

shifts, provided that this will not result in her/his working in excess of her/his regular EFT commitment. During the period between three (3) to five (5) years, a laid off nurse may indicate availability for additional available shifts within any of the Team Offices/sites comprising the Regional Health Authority but will not receive preferential consideration over part-time nurses.

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

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

- (a) vacation pay shall be calculated in accordance with section 2103 and shall be paid at the prevailing rate for the nurse on each pay cheque, and shall be prorated on the basis of hours paid at regular rate of pay,
- (b) income protection accumulation shall be calculated as follows:

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

- (c) in the event the layoff is longer than twenty-six (26) weeks, seniority shall be calculated in accordance with regular hours worked,
- (d) the nurse shall be paid four point six two percent (4.62%) of the basic rate of pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours and shall be included in each pay cheque,
- (e) participation in benefit plans is subject to the provisions of each plan.

Any period of time during the layoff when the nurse works additional available shifts or works in a term position shall not extend the five (5) year period referenced in Article 25.

However, a nurse on layoff who agrees to work in a term position shall retain her/his right to be recalled into a permanent position while working in the term position.

2704 No new nurses will be hired at a site when other nurses are on layoff from that site, except for reasons of a special skill requirement.

2705 All nursing job vacancies, permanent and term, shall be posted in accordance with the terms of this agreement. Nurses on layoff shall be entitled to apply for these vacancies.

2706 Nurses shall be recalled in seniority order to available positions in equal or lower paid occupational classifications at the originating site or at other sites within a fifty (50) kilometre radius of the originating site provided they are qualified to perform the required work. In addition, at the time of layoff, nurses may request recall to sites outside the fifty (50) kilometre radius. Such recall shall be made by registered mail or by personal service and shall provide for at least one (1) week's notice to report back to work.

The nurses affected will contact the Employer by telephone not later than four (4) days, excluding Saturdays, Sundays and Recognized Holidays following the notice of recall being delivered. Failure to notify as above shall result in the nurse being placed last on the recall list.

A nurse being placed last on the recall list who is subsequently recalled to work and who fails to report for duty as scheduled without valid reason shall have her/his employment terminated.

2707 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 her/his seniority rights, subject to her/his ability, performance and qualifications, to displace a nurse in a position of equal or lower classification within the site. Where it is not possible due to seniority level or where there are no positions available within .2 of the EFT of the position occupied by the nurse at the time of the deletion, the nurse shall be entitled to exercise her/his seniority rights, subject to her/his ability, performance and qualifications, to displace a nurse in a position of equal or lower classification within any of the other sites comprising the Regional Health Authority. Any nurse thus displaced shall also be entitled to a like exercise of seniority rights.

2708 Laid off nurses shall be entitled to apply for nursing job vacancies in any of the sites comprising the Regional Health Authority, other than those to which they have recall rights. Copies of job postings will be sent to the President of the Worksite during the period when any nurses are on layoff.

2709 Accumulated vacation entitlement shall be paid out at time of layoff except where, prior to the date of layoff, a nurse has been awarded a term or permanent position which commences within four (4) weeks of date of layoff.

2710 Nurses who are absent from work due to a leave of absence for any reason shall be advised of layoff or deletion of their position in accordance with this Agreement and shall be required to comply with all provisions of this Agreement except that they shall not be expected to return to work prior to the expiry of their leave of absence.

ARTICLE 28 -- PROMOTION AND REASSIGNMENT

2801 Upon promotion, a nurse shall receive a salary applicable to her/his new classification which provides an increase of at least one increment above her/his former salary. A promotion shall mean an increase in classification from one occupational classification to another.

2802 The nurse's anniversary date of employment prior to promotion shall continue to govern with respect to increments.

2803 The first three (3) calendar months following a nurse's promotion shall be considered to be a trial period, and the Union shall be notified by the Employer. During the first six (6) weeks of this trial period, the nurse may return to her/his former position at her/his request or be returned to her/his former position by the Employer. During the last six (6) weeks of this trial period, she/he may return to her/his former classification at her/his request or be returned to her/his former classification by the Employer.

2804

(a) 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 Regional Health Authority, a nurse may be reassigned subject to the following condition:

Where the reassigned nurse does not have the specific 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.

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

(b) Nurses who are reassigned from one site to another within the Regional Health Authority shall be eligible for transportation reimbursement in accordance with the prevailing Province of Manitoba mileage rates subject to a minimum guarantee of four dollars (\$4.00) and in accordance with the following formula:

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

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

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

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

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

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

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

2904 If a nurse is reclassified to a lower paid position because of changing conditions within the Regional Health Authority, she/he will retain her/his current salary level until the salary scale of the lower position reaches her/his level of salary.

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

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

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

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

ARTICLE 30 -- VACANCIES, TERM POSITIONS AND NEW POSITIONS

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

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

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

3003 Provided that equivalent qualifications are met, preference shall be given to nurses presently in the bargaining unit who have submitted a written application for the vacant, term or new positions, with first preference being given to applicants from the site where the vacancy occurs.

Notwithstanding the above, a Nurse will have unit or site preference when new positions are posted as a result of an Employment Security Notice.

3004 The name of the successful applicant and the position awarded will be posted on the bulletin board for a period of seven (7) calendar days with a copy of this information forwarded to the Union.

Any nurse who was interviewed but was not the successful applicant shall be entitled to consult with the hiring Manager. Such consultation will take place within two (2) weeks of the request. The purpose of the consultation shall be to provide the nurse with constructive feedback regarding their application.

An unsuccessful applicant may inquire of the hiring Manager or the Human Resources Consultant to why she/he was not selected for an interview.

In the case of a nurse from the bargaining unit being awarded a position, her/his transfer shall be carried out within the time frame of the period of notice of termination for the position from which she/he is transferring, unless otherwise mutually agreed between the nurse and the Employer.

3005 The applicant selected for any position shall receive, within two (2) weeks of the selection being made, written confirmation of the salary scale, her/his placement on such scale, and any special conditions that may be applicable to her/his appointment.

3006 "Term Position":

A position occupied by a full-time or part-time nurse for a specified period of time, up to a maximum of sixty (60) weeks, where patient/client census or workload necessitates a temporary increase in staffing, if mutually agreed, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under the Memorandum of Understanding regarding Employment Security, or as otherwise mutually agreed between the Union and the Employer. If the Employer determines there is a term position to be filled by a nurse, the term position shall be posted in accordance with Article 30. This shall not preclude the Employer from utilizing part-time nurses and/or casual nurses to work available shifts as specified in Articles 34 and 35 when the Employer decides that a term position is not required.

The Employer shall provide written confirmation of the start and expiry dates of the term position prior to the nurse's commencement in the position. This period may be extended if the Employer so requests and the Union agrees.

The maximum duration specified in paragraph 1 above for term positions shall not apply in situations where a nurse is absent indefinitely due to Workers Compensation and/or illness and/or accident or where there is a temporary vacancy due to leave for Public Office. In these cases, the Employer shall state on the job posting that the said term position is an "Indefinite Term" which will expire subject to a minimum of twenty-four (24) hours notice. The "Indefinite Term" will expire upon either the return to work or termination of employment of the nurse on leave. Any term positions directly resulting from the above procedure will be posted in the same manner.

In case a nurse on Maternity or Parental Leave wants to exercise her/his right to return from such leave earlier than anticipated, having given appropriate notice as per 2408 C.6, the Employer shall state on the job posting that the said term position is a "Maternity or Parental Leave of absence term" which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

The terms of this Collective Agreement shall be applicable to the nurse in the term position, except that a nurse occupying a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

On expiry of the term position the nurse:

- (a) newly hired from outside the Regional Health Authority or a casual nurse from within the Regional Health Authority shall be entitled to exercise her/his seniority rights to obtain any vacant position within the sites comprising the Regional Health Authority for which she/he is qualified, without interruption of seniority or benefits if the position commences within six (6) weeks of the expiry of the term position. During this six (6) week period if a nurse secures casual employment, she/he may work available casual shifts.
- (b) who was employed by the Employer immediately prior to accepting the term position shall return to her/his former position if reasonably possible. A nurse not returned to her/his former position shall be returned to her/his former occupational classification and employment status within the site.
- (c) In accordance with the provisions of Article 21, if a nurse's term position ends prior to the start of the vacation year, the nurse shall schedule the next year's vacation on the unit they are returning/going to.

ARTICLE 31 – PROBATIONARY PERIOD

Applicable for Breast Health , Pan Am and Primary Care

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

Applicable for Home Care , Public Health , CNS, Nurse Practitioners and Regional Programs

3101

- (a) *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.*

- (b) *The time frames of continuous employment mentioned in subsection (a) above will automatically be extended to adjust for any period of time that the nurse is on compensation for lost wages paid by Workers Compensation Board.*

ARTICLE 32 -- PERFORMANCE APPRAISALS

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

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

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

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

ARTICLE 33 -- DAMAGE TO PERSONAL PROPERTY

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

ARTICLE 34 -- SPECIAL UNDERSTANDINGS RE PART-TIME NURSES

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

3402 Part-time nurses who make known to the Employer that they wish to work occasional additional available shifts shall be given preference for such shifts unless the part-time nurse has already worked in that day with such preference being given on the following basis within the worksites/Programs comprising the Regional Health Authority:

- (i) First, among nurses in each work location ***(in a specific Public Health program in each community area or community paired area)*** where the shift is available who meet the provisions above, and who have requested additional shifts, if mutually agreed between the Employer and the Union;
- (ii) Second, among those nurses within that site ***(in a specific Public Health program from other Team offices)***, who meet the provisions above, and who have requested additional shifts;
- (iii) Third, among those nurses from other sites comprising the Regional Health Authority who meet the provisions above and who have requested additional shifts.

Not Applicable for CNS

3403 A part-time nurse called back to work hours in excess of a shift (as defined in 1404) in any one (1) day shall be paid at overtime rates of pay with a guaranteed minimum of three (3) hours at overtime rates. If the extra time worked under this subsection commences within less than three (3) hours before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

Applicable for Home Care:

3403 A part-time nurse called back to work hours in excess of a seven and three-quarter (7.75) hour shift in any one (1) day shall be paid at overtime rates of pay with a guaranteed minimum of one (1) hour at overtime rates. If the extra time worked under this subsection commences within less than one (1) hour before the start of a shift, the guaranteed minimum of overtime pay will not apply. In such cases, the nurse will be paid at overtime rates from the time she/he starts to work to the beginning of her/his shift.

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

3405

- (a) Vacation pay shall be calculated as follows:

Hours Paid at Regular		
Rate of Pay		
<u>(during vacation year)</u>	X	Entitlement of a
Full-time Hours		Full-time Nurse

Not Applicable for Public Health Nurses, CNS and Breast Health Nurses:

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

3406 Income protection accumulation for part-time nurses shall be calculated as follows:

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

3407 Part-time nurses will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be calculated on all paid hours (excluding overtime hours as defined in Article 16) and shall be included in each regular pay cheque.

3408 A part-time nurse shall receive increments (calculated from the date of her/his last increment, or her/his starting date as the case may be) on the basis of one (1) increment for each 1343 (**1233 for Public Health**) hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1343 (**1233 for Public Health**) hours worked, it shall be applied to the pay period next following completion of 1343 (**1233 for Public Health**) hours worked.

Applicable for Home Care:

3409 *Seniority accumulated by a part-time nurse up to September 30, 2002 shall be retained; and effective from October 1, 2002 seniority will be calculated in accordance with regular hours worked.*

Applicable for Pan Am:

3409

- (a) *Part-time nurses shall accrue seniority on an annual basis, no matter the nurses' equivalent to full-time status, up to October 31, 2003.*
- (b) *Seniority accumulated by a part-time nurse up to October 31, 2003 shall be retained; and effective from November 1, 2003 seniority will be calculated in accordance with regular hours paid.*

3410 Subject to Article 3806, a nurse whose employment status changes from part-time to full-time shall be entitled to receive an increment on the later of :

- (a) one (1) calendar year from the date of his/her last increment, or date of employment as the case may be;

- (b) on completion of 2015 (**1885 @ Public Health**) hours calculated under the formula:

$$B = 2015 - (A \times 3/2) \text{ (**1885 - (A x 3/2 @ Public Health)**)}$$

A = number of hours during which seniority was accrued under part-time status since the date of her/his last increment, or starting date as the case may be.

B = number of hours remaining to be worked as full-time to earn an increment.

3411 Subject to Article 3806, a nurse whose employment status changes from full-time to part-time shall be entitled to receive an increment on the later of:

- (a) one (1) calendar year from the date of her/his last increment, or date of employment as the case may be;
- (b) on completion of 1343 (**1233 @ Public Health**) hours calculated under the formula:

$$B = 1343 - (A \times 2/3) \text{ [**1233 - (A x 2/3) @ Public Health**]}$$

A = number of hours during which seniority was accrued under full-time status since the date of her/his last increment, or starting date as the case may be.

B = number of hours remaining to be worked as part-time to earn an increment.

3412 Where a Recognized Holiday (or the Employer's designated lieu day) falls on a part-time nurse's normally scheduled day of work but the nurse's unit/worksites/office is closed, it is recognized that the nurse shall receive an unpaid leave of absence unless she/he requests one of the following options:

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

ARTICLE 35 -- SPECIAL UNDERSTANDINGS RE CASUAL NURSES

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

Applicable for Home Care:

3501 *A casual nurse is called in by the Employer to replace a full-time or part-time nurse or to supplement regular staffing requirements.*

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

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

A casual nurse shall receive increments (calculated from the date of her/his last increment, or the nurse's start date as the case may be) on the basis of one (1) increment for each 2015 regular hours (**1885 regular hours @ Public Health**) worked. Such increment shall be applied on the first day of the first pay period following completion of 2015 hours (**1885 regular hours @ Public Health**).

When a nurse elects to terminate her/his full-time or part-time position and immediately requests to have her/his name placed on a casual roster, the following conditions will apply:

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

3504 Casual nurses will be entitled to:

- compensation for overtime worked in accordance with Article 16;
- shift premium and weekend premium outlined in Article 17;
- the allowance as outlined in Article 18;
- Responsibility Pay premium outlined in Article 19;
- transportation allowance/escort duty outlined in Article 20;
- the rights outlined in 2905, 2906, 2907;
- the Employer Sponsored Educational Development allowance in 2407(c).
- the Legal and Investigative Proceedings in Article 2410.

3505 Casual nurses required to work on a Recognized Holiday, excluding Remembrance Day, shall be paid at the rate of time and one-half (1.50) their basic rate of pay. Casual nurses required to work on Remembrance Day shall be paid at the rate of double their basic rate of pay.

If there is a change in Manitoba legislation that extends Recognized Holidays to all employees, the parties agree that casual nurses as defined in Article 35 shall receive this benefit.

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

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

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

Applicable for Home Care:

3507 *Where a Home Care nurse is unable to complete her/his scheduled shift due to client circumstances, she/he may be reassigned to other clients, or may be reassigned to other work for which she/he is qualified within any of the sites comprising the RHA. It is understood that such reassignment will only occur within a fifty (50) km. radius of the originating site, unless a greater distance is mutually agreed between the Employer and the nurse. Travel time and Transportation Allowance as outlined in Article 20 shall be paid to the nurse to travel to the reassigned site.*

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

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

3509 Casual nurses shall accrue seniority for hours worked only for the purposes of Article 30 and only in situations where there are no qualified full-time or part-time applicants currently in the bargaining unit. On expiry of a term position, if a casual nurse is not successful in obtaining another term or permanent position in accordance with 3006 (a), she/he shall retain any previous casual seniority and seniority accrued while in the term position shall be converted to casual seniority.

3510

(a) Subject to (b) and (c) below, casual nurses will receive payment for one (1) orientation day following the completion of every four (4) 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/worksite/office, she/he shall be paid her/his outstanding orientation pay at regular rates on her/his first pay cheque subsequent to obtaining the said position.
- (c) When the orientation is six (6) days or greater, the casual nurse shall be paid two-thirds of the orientation period at the time of taking the orientation. The outstanding unpaid orientation period shall be subject to the recovery process outlined above.

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

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

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

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

3602 Out of Province Nurses

- (a) A person in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory whose name appears on the graduate nurse or graduate psychiatric nurse register may commence employment at the Nurse II Start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of her/his employment, shall receive recognition of previous experience as specified in 3803, retroactive to the date of her/his employment.

- (b) When registration of a nurse in good standing as a Registered Nurse or a Registered Psychiatric Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.
- (c) A person in good standing as a Licensed Practical Nurse in another province, country or territory whose name appears on the graduate practical nurse register may commence employment at the LPN start rate and upon providing proof of registration in Manitoba not later than eight (8) months following commencement of her/his employment, shall receive recognition of previous experience as specified in 3804, retroactive to the date of her/his employment.
- (d) When registration of a nurse in good standing as a Licensed Practical Nurse in another province, country or territory is obtained later than eight (8) months but before one (1) year the anniversary date shall be the date on which registration is obtained.

3603 Termination

- (a) In accordance with the Registered Nurses Act or the Registered Psychiatric Nurses Act or the relevant regulations to those Acts, failure of the graduate nurse or graduate psychiatric nurse to successfully complete the examination required for registration within a twelve (12) month period will be deemed to be just cause for termination.
- (b) Failure of the graduate practical nurse to successfully complete the examination required for licensure within an eighteen (18) month period, or as amended in the regulations of the Licensed Practical Nurses Act will be deemed to be just cause for termination.

ARTICLE 37 -- HEALTH PROGRAM

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

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

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

3704 Time off for medical and dental examinations and/or treatments may be granted and such time off, including necessary travel time, shall be chargeable against accumulated income protection benefits.

ARTICLE 38 -- SALARIES AND INCREMENTS

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

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

3803 Applicable to Registered Nurses and Registered Psychiatric Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015* hours *1885 @ Public Health	Start Rate
2015* hours within past 4 years *1885 @ Public Health	1 Year Rate
4030* hours within past 5 years *3770 @ Public Health	2 Year Rate
6045* hours within past 6 years *5655 @ Public Health	3 Year Rate
8060* hours within past 6 years *7540 @ Public Health	4 Year Rate
10075* hours within past 7 years *9425 @ Public Health	5 Year Rate

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

(c) The starting salary of a Registered Nurse or Registered Psychiatric Nurse who has had previous experience as a Licensed Practical Nurse, shall commence at the Nurse II 1 Year rate as specified in Appendix "A", and after not more than three (3) months from the date of commencement of her/his employment as a Registered Nurse or Registered Psychiatric Nurse, the Employer shall, on the basis of written performance appraisal discussed with her/him, grant such additional increments as performance warrants, with a minimum of one (1) increment for each two (2) years worked as a Licensed Practical Nurse within the previous five (5) year period.

3803 Applicable to CNS and Nurse Practitioners:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 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

Additional for Nurse Practitioners:

- (b) *A Nurse Practitioner shall receive a salary applicable to her/his new classification which provides an increase of at least one increment above her/his former salary. This only applies to nurses who are from within the Province of Manitoba.*

Additional for Nurse Practitioners:

- (c) *The starting salary of the Nurse Practitioner awaiting licensure shall be the start rate and, once licensure is obtained, probation shall begin and the Nurse Practitioner will be granted increments in accordance with 3803 (a) retroactive to start date.*

Applicable for Graduate Nurse Practitioners:

- (d) The starting salary of the newly graduated Nurse Practitioner who is employed as a Registered Nurse (Graduate Nurse Extended Practice) [RN(GNEP)] or as a Registered Nurse Graduate Nurse Practitioner [RN(GNP)], shall be at the start rate and, once licensure is obtained as a Nurse Practitioner (Registered Nurse, Extended Practice) [NP(RNEP)], probation, if applicable, shall begin and the Nurse Practitioner will be granted increments in accordance with 3803(a) retroactive to start date.

3804 Applicable to Licensed Practical Nurses:

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

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 2015 hours	Start Rate
2015 hours within past 4 years	1 Year Rate
4030 hours within past 5 years	2 Year Rate
6045 hours within past 6 years	3 Year Rate
8060 hours within past 6 years	4 Year Rate
10075 hours within past 7 years	5 Year Rate
12090 hours within past 7 years	6 Year Rate

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

3806 Increments:

- (a) Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the nurse's employment, or as altered by the terms of this Agreement, the latter of which shall take precedence, however, the Employer may, with reasonable cause and on the basis of a written performance appraisal previously discussed with the nurse, withhold an annual increment, subject to review within and not later than three (3) months of the date such increment was withheld.
- (b) If a nurse takes an unpaid leave of absence, the annual date on which she/he will be paid an increment will be delayed for one (1) month for every full month she/he is on leave of absence except that salary increases will not be delayed because of educational leave of up to two (2) years.

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

3808 Retroactivity:

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

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

ARTICLE 39 – EMPLOYEE BENEFIT PROGRAM

Not Applicable for Public Health:

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

Applicable for Public Health:**3901** Dental Plan:

Commencing January 1, 1981, the Employer shall pay one hundred percent (100%) of the premium cost of a Dental Plan, the terms of which will be supplied by the Employer to W.C.N.A., MNU, Local 1. Pursuant to the terms of the Dental Plan, coverage will be provided to eligible employees and eligible dependents.

Effective December 27, 1992, the current year Manitoba Dental Association fee guide will be implemented as a basis for payment.

The Employer will provide the Union with a summary of the Dental benefit in effect on January 1, 1991 as well as the contract number.

3902 Disability & Rehabilitation:

The Employer agrees to participate in the Disability and Rehabilitation Plan. The benefit levels will be as stipulated in the D & R Plan. The current premium for the nurse is one percent (1%) of base salary and the current premium for the Employer is 1.3% of base salary. Effective September 30, 2009, the Employer will pay the entire premium to a maximum of 2.3%.

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

3903 Health Spending Account

Effective April 1, 2010, 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, 2010 - \$250.00 for full-time nurses
 - \$125.00 for part-time nurses

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

For the purpose of the HSA, a nurse is deemed to qualify for the full-time benefit if she/he 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 hired on or after April 1, 2010, who become enrolled in the “Enhanced” Extended Health Care Plan will commence HSA coverage following one (1) year participation in the “Enhanced” Extended Health Care Plan.

Unutilized HSA monies are not carried over to the subsequent year.

3904 Applicable for Public Health:

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

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

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

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

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

Applicable for Public Health Nurses:

3905 *In the event a reduction in the permanent working force becomes necessary, permanent nurses that are unable to maintain positions in accordance with the bumping provisions of the Collective Agreement and who are severed, will receive dental care and vision care benefits in accordance with this Article for a period of three (3) years from the actual date of termination.*

ARTICLE 40 – OVERPAYMENTS

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

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

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

ARTICLE 41 – STAFF ORIENTATION

4101 The Employer shall provide an appropriate orientation program for nurses newly employed. The orientation program shall include such essential information as policies, nursing procedures, the location of supplies and equipment, fire, safety and disaster plans. Where necessary, orientation shall be provided for nurses moving to a new area of practice.

4102 The Employer shall provide a program of inservice education for nurses pertinent to patient care.

4103 The Employer shall provide, access to reference materials as is required in relation to maintaining current knowledge of general nursing care.

APPENDIX "A" - SALARIES

A1. Effective April 1, 2013

- Monthly salaries include a 2% general increase.

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

Nurse Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	2015	Hourly	25.198	26.022	26.836	27.825	28.732	29.745	30.804	31.420
		Monthly	4,231.164	4,369.528	4,506.212	4,672.281	4,824.582	4,994.681	5,172.505	5,275.942
		Annual	50,773.970	52,434.330	54,074.540	56,067.375	57,894.980	59,936.175	62,070.060	63,311.300
Nurse II	2015	Hourly	32.917	34.066	35.218	36.419	37.593	38.811		39.587
		Monthly	5,527.313	5,720.249	5,913.689	6,115.357	6,312.491	6,517.014		6,647.317
		Annual	66,327.755	68,642.990	70,964.270	73,384.285	75,749.895	78,204.165		79,767.805
Nurse II (20 Year Scale)	2015	Hourly	33.575	34.747	35.923	37.148	38.345	39.587		
		Monthly	5,637.802	5,834.600	6,032.070	6,237.768	6,438.765	6,647.317		
		Annual	67,653.625	70,015.205	72,384.845	74,853.220	77,265.175	79,767.805		
Nurse III	2015	Hourly	34.168	35.321	36.523	37.697	38.787	39.975	41.201	42.025
		Monthly	5,737.377	5,930.985	6,132.820	6,329.955	6,512.984	6,712.469	6,918.335	7,056.698
		Annual	68,848.520	71,171.815	73,593.845	75,959.455	78,155.805	80,549.625	83,020.015	84,680.375
Nurse III (20 Year Scale)	2015	Hourly	34.851	36.027	37.254	38.451	39.563	40.775	42.025	
		Monthly	5,852.064	6,049.534	6,255.568	6,456.564	6,643.287	6,846.802	7,056.698	
		Annual	70,224.765	72,594.405	75,066.810	77,478.765	79,719.445	82,161.625	84,680.375	
Nurse IV	2015	Hourly	35.340	36.649	37.959	39.387	41.024	42.612	44.273	45.158
		Monthly	5,934.175	6,153.978	6,373.949	6,613.734	6,888.613	7,155.265	7,434.175	7,582.781
		Annual	71,210.100	73,847.735	76,487.385	79,364.805	82,663.360	85,863.180	89,210.095	90,993.370
Nurse IV (20 Year Scale)	2015	Hourly	36.047	37.382	38.718	40.175	41.844	43.464	45.158	
		Monthly	6,052.892	6,277.061	6,501.398	6,746.052	7,026.305	7,298.330	7,582.781	
		Annual	72,634.705	75,324.730	78,016.770	80,952.625	84,315.660	87,579.960	90,993.370	
Nurse V	2015	Hourly	37.305	38.733	40.369	41.957	43.690	45.388	47.157	48.100
		Monthly	6,264.131	6,503.916	6,778.628	7,045.280	7,336.279	7,621.402	7,918.446	8,076.792
		Annual	75,169.575	78,046.995	81,343.535	84,543.355	88,035.350	91,456.820	95,021.355	96,921.500
Nurse V (20 Year Scale)	2015	Hourly	38.051	39.508	41.177	42.797	44.564	46.296	48.100	
		Monthly	6,389.397	6,634.052	6,914.305	7,186.330	7,483.038	7,773.870	8,076.792	
		Annual	76,672.765	79,608.620	82,971.655	86,235.955	89,796.460	93,286.440	96,921.500	
Nurse Practitioner	2015	Hourly	42.515	45.635	47.511	49.385	51.408			52.437
		Monthly	7,138.977	7,662.877	7,977.889	8,292.565	8,632.260			8,805.046
		Annual	85,667.725	91,954.525	95,734.665	99,510.775	103,587.120			105,660.555
Nurse Practitioner (20 Year Scale)	2015	Hourly	43.365	46.548	48.461	50.373	52.437			
		Monthly	7,281.706	7,816.185	8,137.410	8,458.466	8,805.046			
		Annual	87,380.475	93,794.220	97,648.915	101,501.595	105,660.555			
Clinical Nurse Specialist	2015	Hourly	42.515	45.635	47.511	49.385	51.408			52.437
		Monthly	7,138.977	7,662.877	7,977.889	8,292.565	8,632.260			8,805.046
		Annual	85,667.725	91,954.525	95,734.665	99,510.775	103,587.120			105,660.555
Clinical Nurse Specialist (20 Year Scale)	2015	Hourly	43.365	46.548	48.461	50.373	52.437			
		Monthly	7,281.706	7,816.185	8,137.410	8,458.466	8,805.046			
		Annual	87,380.475	93,794.220	97,648.915	101,501.595	105,660.555			

Infection Control Professional - PIO	2015	Hourly	35.340	36.649	37.959	39.387	41.024	42.612	44.345	46.150	47.072
		Monthly	5,934.175	6,153.978	6,373.949	6,613.734	6,888.613	7,155.265	7,446.265	7,749.354	7,904.173
		Annual	71,210.100	73,847.735	76,487.385	79,364.805	82,663.360	85,863.180	89,355.175	92,992.250	94,850.080
Occupational Health Nurse - PIO	2015	Hourly	35.340	36.649	37.959	39.387	41.024	42.612	44.345	46.150	47.072
		Monthly	5,934.175	6,153.978	6,373.949	6,613.734	6,888.613	7,155.265	7,446.265	7,749.354	7,904.173
		Annual	71,210.100	73,847.735	76,487.385	79,364.805	82,663.360	85,863.180	89,355.175	92,992.250	94,850.080
ICP-Clinical Team Leader Infection Control Specialist	2015	Hourly	37.228	39.369	41.732	44.094	46.455	48.818			49.794
		Monthly	6,251.202	6,610.711	7,007.498	7,404.118	7,800.569	8,197.356			8,361.243
		Annual	75,014.420	79,328.535	84,089.980	88,849.410	93,606.825	98,368.270			100,334.910
ICP-Clinical Team Leader (20 Year Scale) Infection Control Specialist (20 Year Scale)	2015	Hourly	37.973	40.156	42.567	44.976	47.384	49.794			
		Monthly	6,376.300	6,742.862	7,147.709	7,552.220	7,956.563	8,361.243			
		Annual	76,515.595	80,914.340	85,772.505	90,626.640	95,478.760	100,334.910			
Weekend Worker Rates		Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Weekend Worker - Licensed Practical Nurse	2015	Hourly	28.977	29.925	30.861	31.999	33.042	34.206	35.425		36.133
		Monthly	4,865.721	5,024.906	5,182.076	5,373.165	5,548.303	5,743.758	5,948.448		6,067.333
		Annual	58,388.655	60,298.875	62,184.915	64,477.985	66,579.630	68,925.090	71,381.375		72,807.995
Weekend Worker - Nurse II	2015	Hourly	37.855	39.176	40.501	41.882	43.232	44.633			45.526
		Monthly	6,356.485	6,578.303	6,800.793	7,032.686	7,259.373	7,494.625			7,644.574
		Annual	76,277.825	78,939.640	81,609.515	84,392.230	87,112.480	89,935.495			91,734.890
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	38.612	39.959	41.311	42.720	44.097	45.526			
		Monthly	6,483.598	6,709.782	6,936.805	7,173.400	7,404.621	7,644.574			
		Annual	77,803.180	80,517.385	83,241.665	86,080.800	88,855.455	91,734.890			
Weekend Worker - Nurse III	2015	Hourly	39.293	40.619	42.002	43.352	44.605	45.971	47.381		48.329
		Monthly	6,597.950	6,820.607	7,052.836	7,279.523	7,489.923	7,719.297	7,956.060		8,115.245
		Annual	79,175.395	81,847.285	84,634.030	87,354.280	89,879.075	92,631.565	95,472.715		97,382.935
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	40.079	41.431	42.842	44.219	45.497	46.891	48.329		
		Monthly	6,729.932	6,956.955	7,193.886	7,425.107	7,639.705	7,873.780	8,115.245		
		Annual	80,759.185	83,483.465	86,326.630	89,101.285	91,676.455	94,485.365	97,382.935		
Weekend Worker - Nurse IV	2015	Hourly	40.641	42.146	43.653	45.295	47.177	49.003	50.914		51.932
		Monthly	6,824.301	7,077.016	7,330.066	7,605.785	7,921.805	8,228.420	8,549.309		8,720.248
		Annual	81,891.615	84,924.190	87,960.795	91,269.425	95,061.655	98,741.045	102,591.710		104,642.980
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	41.454	42.989	44.526	46.201	48.121	49.983	51.932		
		Monthly	6,960.818	7,218.570	7,476.658	7,757.918	8,080.318	8,392.979	8,720.248		
		Annual	83,529.810	86,622.835	89,719.890	93,095.015	96,963.815	100,715.745	104,642.980		
Weekend Worker - Nurse V	2015	Hourly	42.900	44.543	46.425	48.251	50.244	52.196	54.230		55.315
		Monthly	7,203.625	7,479.512	7,795.531	8,102.147	8,436.805	8,764.578	9,106.121		9,288.310
		Annual	86,443.500	89,754.145	93,546.375	97,225.765	101,241.660	105,174.940	109,273.450		111,459.725
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	43.758	45.434	47.353	49.216	51.249	53.240	55.315		
		Monthly	7,347.70	7,629.13	7,951.36	8,264.19	8,605.56	8,939.88	9,288.31		
		Annual	88,172.37	91,549.51	95,416.30	99,170.24	103,266.74	107,278.60	111,459.73		

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A2. Effective April 1, 2014

- Monthly salaries include a 2% general increase.

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

Nurse Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	2015	Hourly	25.702	26.543	27.373	28.382	29.307	30.340	31.420	32.048
		Monthly	4,315.794	4,457.012	4,596.383	4,765.811	4,921.134	5,094.592	5,275.942	5,381.393
		Annual	51,789.530	53,484.145	55,156.595	57,189.730	59,053.605	61,135.100	63,311.300	64,576.720
Nurse II	2015	Hourly	33.575	34.747	35.923	37.148	38.345	39.587		40.379
		Monthly	5,637.802	5,834.600	6,032.070	6,237.768	6,438.765	6,647.317		6,780.307
		Annual	67,653.625	70,015.205	72,384.845	74,853.220	77,265.175	79,767.805		81,363.685
Nurse II (20 Year Scale)	2015	Hourly	34.247	35.442	36.641	37.891	39.112	40.379		
		Monthly	5,750.642	5,951.303	6,152.635	6,362.530	6,567.557	6,780.307		
		Annual	69,007.705	71,415.630	73,831.615	76,350.365	78,810.680	81,363.685		
Nurse III	2015	Hourly	34.851	36.027	37.254	38.451	39.563	40.775	42.025	42.866
		Monthly	5,852.064	6,049.534	6,255.568	6,456.564	6,643.287	6,846.802	7,056.698	7,197.916
		Annual	70,224.765	72,594.405	75,066.810	77,478.765	79,719.445	82,161.625	84,680.375	86,374.990
Nurse III (20 Year Scale)	2015	Hourly	35.548	36.747	37.999	39.220	40.354	41.590	42.866	
		Monthly	5,969.102	6,170.434	6,380.665	6,585.692	6,776.109	6,983.654	7,197.916	
		Annual	71,629.220	74,045.205	76,567.985	79,028.300	81,313.310	83,803.850	86,374.990	
Nurse IV	2015	Hourly	36.047	37.382	38.718	40.175	41.844	43.464	45.158	46.062
		Monthly	6,052.892	6,277.061	6,501.398	6,746.052	7,026.305	7,298.330	7,582.781	7,734.578
		Annual	72,634.705	75,324.730	78,016.770	80,952.625	84,315.660	87,579.960	90,993.370	92,814.930
Nurse IV (20 Year Scale)	2015	Hourly	36.768	38.129	39.492	40.978	42.681	44.333	46.062	
		Monthly	6,173.960	6,402.495	6,631.365	6,880.889	7,166.851	7,444.250	7,734.578	
		Annual	74,087.520	76,829.935	79,576.380	82,570.670	86,002.215	89,330.995	92,814.930	
Nurse V	2015	Hourly	38.051	39.508	41.177	42.797	44.564	46.296	48.100	49.062
		Monthly	6,389.397	6,634.052	6,914.305	7,186.330	7,483.038	7,773.870	8,076.792	8,238.328
		Annual	76,672.765	79,608.620	82,971.655	86,235.955	89,796.460	93,286.440	96,921.500	98,859.930
Nurse V (20 Year Scale)	2015	Hourly	38.812	40.298	42.000	43.652	45.456	47.221	49.062	
		Monthly	6,517.182	6,766.706	7,052.500	7,329.898	7,632.820	7,929.193	8,238.328	
		Annual	78,206.180	81,200.470	84,630.000	87,958.780	91,593.840	95,150.315	98,859.930	
Nurse Practitioner	2015	Hourly	43.365	46.548	48.461	50.373	52.437			53.485
		Monthly	7,281.706	7,816.185	8,137.410	8,458.466	8,805.046			8,981.023
		Annual	87,380.475	93,794.220	97,648.915	101,501.595	105,660.555			107,772.275
Nurse Practitioner (20 Year Scale)	2015	Hourly	44.233	47.478	49.431	51.381	53.485			
		Monthly	7,427.458	7,972.348	8,300.289	8,627.726	8,981.023			
		Annual	89,129.495	95,668.170	99,603.465	103,532.715	107,772.275			
Clinical Nurse Specialist	2015	Hourly	43.365	46.548	48.461	50.373	52.437			53.485
		Monthly	7,281.706	7,816.185	8,137.410	8,458.466	8,805.046			8,981.023
		Annual	87,380.475	93,794.220	97,648.915	101,501.595	105,660.555			107,772.275
Clinical Nurse Specialist (20 Year Scale)	2015	Hourly	44.233	47.478	49.431	51.381	53.485			
		Monthly	7,427.458	7,972.348	8,300.289	8,627.726	8,981.023			
		Annual	89,129.495	95,668.170	99,603.465	103,532.715	107,772.275			

Infection Control Professional - PIO	2015	Hourly	36.047	37.382	38.718	40.175	41.844	43.464	45.232	47.072	48.014
		Monthly	6,052.892	6,277.061	6,501.398	6,746.052	7,026.305	7,298.330	7,595.207	7,904.173	8,062.351
		Annual	72,634.705	75,324.730	78,016.770	80,952.625	84,315.660	87,579.960	91,142.480	94,850.080	96,748.210
Occupational Health Nurse - PIO	2015	Hourly	36.047	37.382	38.718	40.175	41.844	43.464	45.232	47.072	48.014
		Monthly	6,052.892	6,277.061	6,501.398	6,746.052	7,026.305	7,298.330	7,595.207	7,904.173	8,062.351
		Annual	72,634.705	75,324.730	78,016.770	80,952.625	84,315.660	87,579.960	91,142.480	94,850.080	96,748.210
ICP-Clinical Team Leader Infection Control Specialist	2015	Hourly	37.973	40.156	42.567	44.976	47.384	49.794			50.790
		Monthly	6,376.300	6,742.862	7,147.709	7,552.220	7,956.563	8,361.243			8,528.488
		Annual	76,515.595	80,914.340	85,772.505	90,626.640	95,478.760	100,334.910			102,341.850
ICP-Clinical Team Leader Infection Control Specialist (20 Year Scale)	2015	Hourly	38.732	40.959	43.418	45.875	48.332	50.790			
		Monthly	6,503.748	6,877.699	7,290.606	7,703.177	8,115.748	8,528.488			
		Annual	78,044.980	82,532.385	87,487.270	92,438.125	97,388.980	102,341.850			

Weekend Worker Rates	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Weekend Worker - Licensed Practical Nurse	2015	Hourly	29.557	30.524	31.478	32.639	33.703	34.891	36.133	36.856
		Monthly	4,963.113	5,125.488	5,285.681	5,480.632	5,659.295	5,858.780	6,067.333	6,188.737
		Annual	59,557.355	61,505.860	63,428.170	65,767.585	67,911.545	70,305.365	72,807.995	74,264.840
Weekend Worker - Nurse II	2015	Hourly	38.612	39.959	41.311	42.720	44.097	45.526		46.436
		Monthly	6,483.598	6,709.782	6,936.805	7,173.400	7,404.621	7,644.574		7,797.378
		Annual	77,803.180	80,517.385	83,241.665	86,080.800	88,855.455	91,734.890		93,568.540
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	39.384	40.759	42.137	43.574	44.979	46.436		
		Monthly	6,613.230	6,844.115	7,075.505	7,316.801	7,552.724	7,797.378		
		Annual	79,358.760	82,129.385	84,906.055	87,801.610	90,632.685	93,568.540		
Weekend Worker - Nurse III	2015	Hourly	40.079	41.431	42.842	44.219	45.497	46.891	48.329	49.295
		Monthly	6,729.932	6,956.955	7,193.886	7,425.107	7,639.705	7,873.780	8,115.245	8,277.452
		Annual	80,759.185	83,483.465	86,326.630	89,101.285	91,676.455	94,485.365	97,382.935	99,329.425
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	40.881	42.260	43.698	45.103	46.407	47.829	49.295	
		Monthly	6,864.601	7,096.158	7,337.623	7,573.545	7,792.509	8,031.286	8,277.452	
		Annual	82,375.215	85,153.900	88,051.470	90,882.545	93,510.105	96,375.435	99,329.425	
Weekend Worker - Nurse IV	2015	Hourly	41.454	42.989	44.526	46.201	48.121	49.983	51.932	52.971
		Monthly	6,960.818	7,218.570	7,476.658	7,757.918	8,080.318	8,392.979	8,720.248	8,894.714
		Annual	83,529.810	86,622.835	89,719.890	93,095.015	96,963.815	100,715.745	104,642.980	106,736.565
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	42.283	43.849	45.416	47.125	49.083	50.983	52.971	
		Monthly	7,100.020	7,362.978	7,626.103	7,913.073	8,241.854	8,560.895	8,894.714	
		Annual	85,200.245	88,355.735	91,513.240	94,956.875	98,902.245	102,730.745	106,736.565	
Weekend Worker - Nurse V	2015	Hourly	43.758	45.434	47.353	49.216	51.249	53.240	55.315	56.421
		Monthly	7,347.698	7,629.126	7,951.358	8,264.187	8,605.561	8,939.883	9,288.310	9,474.026
		Annual	88,172.370	91,549.510	95,416.295	99,170.240	103,266.735	107,278.600	111,459.725	113,688.315
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	44.633	46.343	48.300	50.200	52.274	54.305	56.421	
		Monthly	7,494.63	7,781.76	8,110.38	8,429.42	8,777.68	9,118.72	9,474.03	
		Annual	89,935.50	93,381.15	97,324.50	101,153.00	105,332.11	109,424.58	113,688.32	

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A3. Effective October 1, 2014

- Monthly salaries include a 1.1% market adjustment.

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

Nurse Classification		Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	2015	Hourly	25.984	26.835	27.674	28.694	29.629	30.673	31.766		32.401
		Monthly	4,363.147	4,506.044	4,646.926	4,818.201	4,975.203	5,150.508	5,334.041		5,440.668
		Annual	52,357.760	54,072.525	55,763.110	57,818.410	59,702.435	61,806.095	64,008.490		65,288.015
Nurse II	2015	Hourly	33.945	35.129	36.318	37.556	38.767	40.023			40.823
		Monthly	5,699.931	5,898.745	6,098.398	6,306.278	6,509.625	6,720.529			6,854.862
		Annual	68,399.175	70,784.935	73,180.770	75,675.340	78,115.505	80,646.345			82,258.345
Nurse II (20 Year Scale)	2015	Hourly	34.624	35.832	37.044	38.307	39.542	40.823			
		Monthly	5,813.947	6,016.790	6,220.305	6,432.384	6,639.761	6,854.862			
		Annual	69,767.360	72,201.480	74,643.660	77,188.605	79,677.130	82,258.345			
Nurse III	2015	Hourly	35.235	36.423	37.663	38.874	39.998	41.223	42.487		43.337
		Monthly	5,916.544	6,116.029	6,324.245	6,527.593	6,716.331	6,922.029	7,134.275		7,277.005
		Annual	70,998.525	73,392.345	75,890.945	78,331.110	80,595.970	83,064.345	85,611.305		87,324.055
Nurse III (20 Year Scale)	2015	Hourly	35.940	37.152	38.417	39.651	40.798	42.048	43.337		
		Monthly	6,034.925	6,238.440	6,450.855	6,658.064	6,850.664	7,060.560	7,277.005		
		Annual	72,419.100	74,861.280	77,410.255	79,896.765	82,207.970	84,726.720	87,324.055		
Nurse IV	2015	Hourly	36.444	37.793	39.144	40.617	42.304	43.942	45.655		46.568
		Monthly	6,119.555	6,346.075	6,572.930	6,820.271	7,103.547	7,378.594	7,666.235		7,819.543
		Annual	73,434.660	76,152.895	78,875.160	81,843.255	85,242.560	88,543.130	91,994.825		93,834.520
Nurse IV (20 Year Scale)	2015	Hourly	37.172	38.549	39.927	41.429	43.150	44.821	46.568		
		Monthly	6,241.798	6,473.020	6,704.409	6,956.620	7,245.604	7,526.193	7,819.543		
		Annual	74,901.580	77,676.235	80,452.905	83,479.435	86,947.250	90,314.315	93,834.520		
Nurse V	2015	Hourly	38.469	39.942	41.630	43.267	45.055	46.805	48.629		49.602
		Monthly	6,459.586	6,706.928	6,990.371	7,265.250	7,565.485	7,859.340	8,165.620		8,329.003
		Annual	77,515.035	80,483.130	83,884.450	87,183.005	90,785.825	94,312.075	97,987.435		99,948.030
Nurse V (20 Year Scale)	2015	Hourly	39.239	40.741	42.462	44.133	45.956	47.741	49.602		
		Monthly	6,588.882	6,841.093	7,130.078	7,410.666	7,716.778	8,016.510	8,329.003		
		Annual	79,066.585	82,093.115	85,560.930	88,927.995	92,601.340	96,198.115	99,948.030		
Nurse Practitioner	2015	Hourly	43.842	47.060	48.994	50.927	53.013				54.074
		Monthly	7,361.803	7,902.158	8,226.909	8,551.492	8,901.766				9,079.926
		Annual	88,341.630	94,825.900	98,722.910	102,617.905	106,821.195				108,959.110
Nurse Practitioner (20 Year Scale)	2015	Hourly	44.719	48.001	49.974	51.946	54.074				
		Monthly	7,509.065	8,060.168	8,391.468	8,722.599	9,079.926				
		Annual	90,108.785	96,722.015	100,697.610	104,671.190	108,959.110				
Clinical Nurse Specialist	2015	Hourly	43.842	47.060	48.994	50.927	53.013				54.074
		Monthly	7,361.803	7,902.158	8,226.909	8,551.492	8,901.766				9,079.926
		Annual	88,341.630	94,825.900	98,722.910	102,617.905	106,821.195				108,959.110
Clinical Nurse Specialist (20 Year Scale)	2015	Hourly	44.719	48.001	49.974	51.946	54.074				
		Monthly	7,509.065	8,060.168	8,391.468	8,722.599	9,079.926				
		Annual	90,108.785	96,722.015	100,697.610	104,671.190	108,959.110				

Infection Control Professional - PIO	2015	Hourly	36.444	37.793	39.144	40.617	42.304	43.942	45.729	47.590	48.542
		Monthly	6,119.555	6,346.075	6,572.930	6,820.271	7,103.547	7,378.594	7,678.661	7,991.154	8,151.011
		Annual	73,434.660	76,152.895	78,875.160	81,843.255	85,242.560	88,543.130	92,143.935	95,893.850	97,812.130
Occupational Health Nurse - PIO	2015	Hourly	36.444	37.793	39.144	40.617	42.304	43.942	45.729	47.590	48.542
		Monthly	6,119.555	6,346.075	6,572.930	6,820.271	7,103.547	7,378.594	7,678.661	7,991.154	8,151.011
		Annual	73,434.660	76,152.895	78,875.160	81,843.255	85,242.560	88,543.130	92,143.935	95,893.850	97,812.130
ICP-Clinical Team Leader Infection Control Specialist	2015	Hourly	38.390	40.598	43.035	45.471	47.906	50.342			51.349
		Monthly	6,446.321	6,817.081	7,226.294	7,635.339	8,044.216	8,453.261			8,622.353
		Annual	77,355.850	81,804.970	86,715.525	91,624.065	96,530.590	101,439.130			103,468.235
ICP-Clinical Team Leader Infection Control Specialist (20 Year Scale)	2015	Hourly	39.158	41.410	43.896	46.380	48.864	51.349			
		Monthly	6,575.281	6,953.429	7,370.870	7,787.975	8,205.080	8,622.353			
		Annual	78,903.370	83,441.150	88,450.440	93,455.700	98,460.960	103,468.235			

Weekend Worker Rates		Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Weekend Worker - Licensed Practical Nurse	2015	Hourly	29.882	30.860	31.825	32.998	34.073	35.274	36.531		37.261
		Monthly	5,017.686	5,181.908	5,343.948	5,540.914	5,721.425	5,923.093	6,134.164		6,256.743
		Annual	60,212.230	62,182.900	64,127.375	66,490.970	68,657.095	71,077.110	73,609.965		75,080.915
Weekend Worker - Nurse II	2015	Hourly	39.036	40.399	41.766	43.190	44.582	46.027			46.947
		Monthly	6,554.795	6,783.665	7,013.208	7,252.321	7,486.061	7,728.700			7,883.184
		Annual	78,657.540	81,403.985	84,158.490	87,027.850	89,832.730	92,744.405			94,598.205
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	39.817	41.207	42.601	44.053	45.473	46.947			
		Monthly	6,685.938	6,919.342	7,153.418	7,397.233	7,635.675	7,883.184			
		Annual	80,231.255	83,032.105	85,841.015	88,766.795	91,628.095	94,598.205			
Weekend Worker - Nurse III	2015	Hourly	40.520	41.887	43.313	44.705	45.997	47.407	48.860		49.838
		Monthly	6,803.983	7,033.525	7,272.975	7,506.715	7,723.663	7,960.425	8,204.408		8,368.631
		Annual	81,647.800	84,402.305	87,275.695	90,080.575	92,683.955	95,525.105	98,452.900		100,423.570
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	41.330	42.724	44.179	45.599	46.917	48.355	49.838		
		Monthly	6,939.996	7,174.072	7,418.390	7,656.832	7,878.146	8,119.610	8,368.631		
		Annual	83,279.950	86,088.860	89,020.685	91,881.985	94,537.755	97,435.325	100,423.570		
Weekend Worker - Nurse IV	2015	Hourly	41.910	43.462	45.015	46.709	48.650	50.533	52.503		53.554
		Monthly	7,037.388	7,297.994	7,558.769	7,843.220	8,169.146	8,485.333	8,816.129		8,992.609
		Annual	84,448.650	87,575.930	90,705.225	94,118.635	98,029.750	101,823.995	105,793.545		107,911.310
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	42.748	44.331	45.916	47.644	49.623	51.544	53.554		
		Monthly	7,178.102	7,443.914	7,710.062	8,000.222	8,332.529	8,655.097	8,992.609		
		Annual	86,137.220	89,326.965	92,520.740	96,002.660	99,990.345	103,861.160	107,911.310		
Weekend Worker - Nurse V	2015	Hourly	44.240	45.934	47.874	49.757	51.813	53.826	55.923		57.042
		Monthly	7,428.633	7,713.084	8,038.843	8,355.030	8,700.266	9,038.283	9,390.404		9,578.303
		Annual	89,143.600	92,557.010	96,466.110	100,260.355	104,403.195	108,459.390	112,684.845		114,939.630
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	45.124	46.852	48.832	50.752	52.849	54.902	57.042		
		Monthly	7,577.07	7,867.23	8,199.71	8,522.11	8,874.23	9,218.96	9,578.30		
		Annual	90,924.86	94,406.78	98,396.48	102,265.28	106,490.74	110,627.53	114,939.63		

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A4. Effective April 1, 2015

- Monthly salaries include a 2% general increase.

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

Nurse Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	2015	Hourly	26.504	27.371	28.227	29.268	30.222	31.287	32.401	33.049
		Monthly	4,450.463	4,596.047	4,739.784	4,914.585	5,074.778	5,253.609	5,440.668	5,549.478
		Annual	53,405.560	55,152.565	56,877.405	58,975.020	60,897.330	63,043.305	65,288.015	66,593.735
Nurse II	2015	Hourly	34.624	35.832	37.044	38.307	39.542	40.823		41.640
		Monthly	5,813.947	6,016.790	6,220.305	6,432.384	6,639.761	6,854.862		6,992.050
		Annual	69,767.360	72,201.480	74,643.660	77,188.605	79,677.130	82,258.345		83,904.600
Nurse II (20 Year Scale)	2015	Hourly	35.316	36.549	37.785	39.073	40.333	41.640		
		Monthly	5,930.145	6,137.186	6,344.731	6,561.008	6,772.583	6,992.050		
		Annual	71,161.740	73,646.235	76,136.775	78,732.095	81,270.995	83,904.600		
Nurse III	2015	Hourly	35.940	37.152	38.417	39.651	40.798	42.048	43.337	44.204
		Monthly	6,034.925	6,238.440	6,450.855	6,658.064	6,850.664	7,060.560	7,277.005	7,422.588
		Annual	72,419.100	74,861.280	77,410.255	79,896.765	82,207.970	84,726.720	87,324.055	89,071.060
Nurse III (20 Year Scale)	2015	Hourly	36.658	37.895	39.185	40.445	41.614	42.889	44.204	
		Monthly	6,155.489	6,363.202	6,579.815	6,791.390	6,987.684	7,201.778	7,422.588	
		Annual	73,865.870	76,358.425	78,957.775	81,496.675	83,852.210	86,421.335	89,071.060	
Nurse IV	2015	Hourly	37.172	38.549	39.927	41.429	43.150	44.821	46.568	47.500
		Monthly	6,241.798	6,473.020	6,704.409	6,956.620	7,245.604	7,526.193	7,819.543	7,976.042
		Annual	74,901.580	77,676.235	80,452.905	83,479.435	86,947.250	90,314.315	93,834.520	95,712.500
Nurse IV (20 Year Scale)	2015	Hourly	37.916	39.320	40.725	42.258	44.013	45.717	47.500	
		Monthly	6,366.728	6,602.483	6,838.406	7,095.823	7,390.516	7,676.646	7,976.042	
		Annual	76,400.740	79,229.800	82,060.875	85,149.870	88,686.195	92,119.755	95,712.500	
Nurse V	2015	Hourly	39.239	40.741	42.462	44.133	45.956	47.741	49.602	50.594
		Monthly	6,588.882	6,841.093	7,130.078	7,410.666	7,716.778	8,016.510	8,329.003	8,495.576
		Annual	79,066.585	82,093.115	85,560.930	88,927.995	92,601.340	96,198.115	99,948.030	101,946.910
Nurse V (20 Year Scale)	2015	Hourly	40.023	41.556	43.312	45.015	46.875	48.696	50.594	
		Monthly	6,720.529	6,977.945	7,272.807	7,558.769	7,871.094	8,176.870	8,495.576	
		Annual	80,646.345	83,735.340	87,273.680	90,705.225	94,453.125	98,122.440	101,946.910	
Nurse Practitioner	2015	Hourly	44.719	48.001	49.974	51.946	54.074			55.155
		Monthly	7,509.065	8,060.168	8,391.468	8,722.599	9,079.926			9,261.444
		Annual	90,108.785	96,722.015	100,697.610	104,671.190	108,959.110			111,137.325
Nurse Practitioner (20 Year Scale)	2015	Hourly	45.614	48.961	50.974	52.985	55.155			
		Monthly	7,659.351	8,221.368	8,559.384	8,897.065	9,261.444			
		Annual	91,912.210	98,656.415	102,712.610	106,764.775	111,137.325			
Clinical Nurse Specialist	2015	Hourly	44.719	48.001	49.974	51.946	54.074			55.155
		Monthly	7,509.065	8,060.168	8,391.468	8,722.599	9,079.926			9,261.444
		Annual	90,108.785	96,722.015	100,697.610	104,671.190	108,959.110			111,137.325
Clinical Nurse Specialist (20 Year Scale)	2015	Hourly	45.614	48.961	50.974	52.985	55.155			
		Monthly	7,659.351	8,221.368	8,559.384	8,897.065	9,261.444			
		Annual	91,912.210	98,656.415	102,712.610	106,764.775	111,137.325			

Infection Control Professional - PIO	2015	Hourly	37.172	38.549	39.927	41.429	43.150	44.821	46.644	48.542	49.513
		Monthly	6,241.798	6,473.020	6,704.409	6,956.620	7,245.604	7,526.193	7,832.305	8,151.011	8,314.058
		Annual	74,901.580	77,676.235	80,452.905	83,479.435	86,947.250	90,314.315	93,987.660	97,812.130	99,768.695
Occupational Health Nurse - PIO	2015	Hourly	37.172	38.549	39.927	41.429	43.150	44.821	46.644	48.542	49.513
		Monthly	6,241.798	6,473.020	6,704.409	6,956.620	7,245.604	7,526.193	7,832.305	8,151.011	8,314.058
		Annual	74,901.580	77,676.235	80,452.905	83,479.435	86,947.250	90,314.315	93,987.660	97,812.130	99,768.695
ICP-Clinical Team Leader Infection Control Specialist	2015	Hourly	39.158	41.410	43.896	46.380	48.864	51.349			52.376
		Monthly	6,575.281	6,953.429	7,370.870	7,787.975	8,205.080	8,622.353			8,794.803
		Annual	78,903.370	83,441.150	88,450.440	93,455.700	98,460.960	103,468.235			105,537.640
ICP-Clinical Team Leader (20 Year Scale) Infection Control Specialist (20 Year Scale)	2015	Hourly	39.941	42.238	44.774	47.308	49.841	52.376			
		Monthly	6,706.760	7,092.464	7,518.301	7,943.802	8,369.135	8,794.803			
		Annual	80,481.115	85,109.570	90,219.610	95,325.620	100,429.615	105,537.640			

Weekend Worker Rates	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Weekend Worker - Licensed Practical Nurse	2015	Hourly	30.480	31.477	32.461	33.658	34.755	35.980	37.261	38.006
		Monthly	5,118.100	5,285.513	5,450.743	5,651.739	5,835.944	6,041.642	6,256.743	6,381.841
		Annual	61,417.200	63,426.155	65,408.915	67,820.870	70,031.325	72,499.700	75,080.915	76,582.090
Weekend Worker - Nurse II	2015	Hourly	39.817	41.207	42.601	44.053	45.473	46.947		47.886
		Monthly	6,685.938	6,919.342	7,153.418	7,397.233	7,635.675	7,883.184		8,040.858
		Annual	80,231.255	83,032.105	85,841.015	88,766.795	91,628.095	94,598.205		96,490.290
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	40.614	42.031	43.453	44.935	46.383	47.886		
		Monthly	6,819.768	7,057.705	7,296.483	7,545.335	7,788.479	8,040.858		
		Annual	81,837.210	84,692.465	87,557.795	90,544.025	93,461.745	96,490.290		
Weekend Worker - Nurse III	2015	Hourly	41.330	42.724	44.179	45.599	46.917	48.355	49.838	50.834
		Monthly	6,939.996	7,174.072	7,418.390	7,656.832	7,878.146	8,119.610	8,368.631	8,535.876
		Annual	83,279.950	86,088.860	89,020.685	91,881.985	94,537.755	97,435.325	100,423.570	102,430.510
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	42.157	43.579	45.063	46.511	47.856	49.322	50.834	
		Monthly	7,078.863	7,317.640	7,566.829	7,809.972	8,035.820	8,281.986	8,535.876	
		Annual	84,946.355	87,811.685	90,801.945	93,719.665	96,429.840	99,383.830	102,430.510	
Weekend Worker - Nurse IV	2015	Hourly	42.748	44.331	45.916	47.644	49.623	51.544	53.554	54.625
		Monthly	7,178.102	7,443.914	7,710.062	8,000.222	8,332.529	8,655.097	8,992.609	9,172.448
		Annual	86,137.220	89,326.965	92,520.740	96,002.660	99,990.345	103,861.160	107,911.310	110,069.375
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	43.603	45.218	46.834	48.596	50.615	52.575	54.625	
		Monthly	7,321.670	7,592.856	7,864.209	8,160.078	8,499.102	8,828.219	9,172.448	
		Annual	87,860.045	91,114.270	94,370.510	97,920.940	101,989.225	105,938.625	110,069.375	
Weekend Worker - Nurse V	2015	Hourly	45.124	46.852	48.832	50.752	52.849	54.902	57.042	58.183
		Monthly	7,577.072	7,867.232	8,199.707	8,522.107	8,874.228	9,218.961	9,578.303	9,769.895
		Annual	90,924.860	94,406.780	98,396.480	102,265.280	106,490.735	110,627.530	114,939.630	117,238.745
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	46.027	47.789	49.808	51.768	53.906	56.000	58.183	
		Monthly	7,728.70	8,024.57	8,363.59	8,692.71	9,051.72	9,403.33	9,769.90	
		Annual	92,744.41	96,294.84	100,363.12	104,312.52	108,620.59	112,840.00	117,238.75	

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A5. Effective April 1, 2016

- Monthly salaries include a 2% general increase.

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

Nurse Classification		Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Licensed Practical Nurse	2015	Hourly	27.034	27.919	28.792	29.853	30.826	31.913	33.049	33.710
		Monthly	4,539.459	4,688.065	4,834.657	5,012.816	5,176.199	5,358.725	5,549.478	5,660.471
		Annual	54,473.510	56,256.785	58,015.880	60,153.795	62,114.390	64,304.695	66,593.735	67,925.650
Nurse II	2015	Hourly	35.316	36.549	37.785	39.073	40.333	41.640		42.472
		Monthly	5,930.145	6,137.186	6,344.731	6,561.008	6,772.583	6,992.050		7,131.757
		Annual	71,161.740	73,646.235	76,136.775	78,732.095	81,270.995	83,904.600		85,581.080
Nurse II (20 Year Scale)	2015	Hourly	36.022	37.280	38.541	39.855	41.140	42.472		
		Monthly	6,048.694	6,259.933	6,471.676	6,692.319	6,908.092	7,131.757		
		Annual	72,584.330	75,119.200	77,660.115	80,307.825	82,897.100	85,581.080		
Nurse III	2015	Hourly	36.658	37.895	39.185	40.445	41.614	42.889	44.204	45.088
		Monthly	6,155.489	6,363.202	6,579.815	6,791.390	6,987.684	7,201.778	7,422.588	7,571.027
		Annual	73,865.870	76,358.425	78,957.775	81,496.675	83,852.210	86,421.335	89,071.060	90,852.320
Nurse III (20 Year Scale)	2015	Hourly	37.391	38.653	39.969	41.253	42.446	43.746	45.088	
		Monthly	6,278.572	6,490.483	6,711.461	6,927.066	7,127.391	7,345.683	7,571.027	
		Annual	75,342.865	77,885.795	80,537.535	83,124.795	85,528.690	88,148.190	90,852.320	
Nurse IV	2015	Hourly	37.916	39.320	40.725	42.258	44.013	45.717	47.500	48.450
		Monthly	6,366.728	6,602.483	6,838.406	7,095.823	7,390.516	7,676.646	7,976.042	8,135.563
		Annual	76,400.740	79,229.800	82,060.875	85,149.870	88,686.195	92,119.755	95,712.500	97,626.750
Nurse IV (20 Year Scale)	2015	Hourly	38.674	40.106	41.540	43.103	44.894	46.631	48.450	
		Monthly	6,494.009	6,734.466	6,975.258	7,237.712	7,538.451	7,830.122	8,135.563	
		Annual	77,928.110	80,813.590	83,703.100	86,852.545	90,461.410	93,961.465	97,626.750	
Nurse V	2015	Hourly	40.023	41.556	43.312	45.015	46.875	48.696	50.594	51.605
		Monthly	6,720.529	6,977.945	7,272.807	7,558.769	7,871.094	8,176.870	8,495.576	8,665.340
		Annual	80,646.345	83,735.340	87,273.680	90,705.225	94,453.125	98,122.440	101,946.910	103,984.075
Nurse V (20 Year Scale)	2015	Hourly	40.824	42.387	44.178	45.916	47.812	49.670	51.605	
		Monthly	6,855.030	7,117.484	7,418.223	7,710.062	8,028.432	8,340.421	8,665.340	
		Annual	82,260.360	85,409.805	89,018.670	92,520.740	96,341.180	100,085.050	103,984.075	
Nurse Practitioner	2015	Hourly	45.614	48.961	50.974	52.985	55.155			56.258
		Monthly	7,659.351	8,221.368	8,559.384	8,897.065	9,261.444			9,446.656
		Annual	91,912.210	98,656.415	102,712.610	106,764.775	111,137.325			113,359.870
Nurse Practitioner (20 Year Scale)	2015	Hourly	46.526	49.940	51.993	54.044	56.258			
		Monthly	7,812.491	8,385.758	8,730.491	9,074.888	9,446.656			
		Annual	93,749.890	100,629.100	104,765.895	108,898.660	113,359.870			
Clinical Nurse Specialist	2015	Hourly	45.614	48.961	50.974	52.985	55.155			56.258
		Monthly	7,659.351	8,221.368	8,559.384	8,897.065	9,261.444			9,446.656
		Annual	91,912.210	98,656.415	102,712.610	106,764.775	111,137.325			113,359.870
Clinical Nurse Specialist (20 Year Scale)	2015	Hourly	46.526	49.940	51.993	54.044	56.258			
		Monthly	7,812.491	8,385.758	8,730.491	9,074.888	9,446.656			
		Annual	93,749.890	100,629.100	104,765.895	108,898.660	113,359.870			

Infection Control Professional - PIO	2015	Hourly	37.916	39.320	40.725	42.258	44.013	45.717	47.577	50.503
		Monthly	6,366.728	6,602.483	6,838.406	7,095.823	7,390.516	7,676.646	7,988.971	8,480.295
		Annual	76,400.740	79,229.800	82,060.875	85,149.870	88,686.195	92,119.755	95,867.655	101,763.545
Occupational Health Nurse - PIO	2015	Hourly	37.916	39.320	40.725	42.258	44.013	45.717	47.577	50.503
		Monthly	6,366.728	6,602.483	6,838.406	7,095.823	7,390.516	7,676.646	7,988.971	8,480.295
		Annual	76,400.740	79,229.800	82,060.875	85,149.870	88,686.195	92,119.755	95,867.655	101,763.545
ICP-Clinical Team Leader Infection Control Specialist	2015	Hourly	39.941	42.238	44.774	47.308	49.841	52.376		53.423
		Monthly	6,706.760	7,092.464	7,518.301	7,943.802	8,369.135	8,794.803		8,970.612
		Annual	80,481.115	85,109.570	90,219.610	95,325.620	100,429.615	105,537.640		107,647.345
ICP-Clinical Team Leader (20 Year Scale) Infection Control Specialist (20 Year Scale)	2015	Hourly	40.740	43.083	45.669	48.254	50.838	53.423		
		Monthly	6,840.925	7,234.354	7,668.586	8,102.651	8,536.548	8,970.612		
		Annual	82,091.100	86,812.245	92,023.035	97,231.810	102,438.570	107,647.345		

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Weekend Worker - Licensed Practical Nurse	2015	Hourly	31.089	32.106	33.110	34.331	35.450	36.699	38.006	38.766
		Monthly	5,220.361	5,391.133	5,559.721	5,764.747	5,952.646	6,162.374	6,381.841	6,509.458
		Annual	62,644.335	64,693.590	66,716.650	69,176.965	71,431.750	73,948.485	76,582.090	78,113.490
Weekend Worker - Nurse II	2015	Hourly	40.614	42.031	43.453	44.935	46.383	47.886		48.844
		Monthly	6,819.768	7,057.705	7,296.483	7,545.335	7,788.479	8,040.858		8,201.722
		Annual	81,837.210	84,692.465	87,557.795	90,544.025	93,461.745	96,490.290		98,420.660
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	41.426	42.872	44.322	45.833	47.311	48.844		
		Monthly	6,956.116	7,198.923	7,442.403	7,696.125	7,944.305	8,201.722		
		Annual	83,473.390	86,387.080	89,308.830	92,353.495	95,331.665	98,420.660		
Weekend Worker - Nurse III	2015	Hourly	42.157	43.579	45.063	46.511	47.856	49.322	50.834	51.851
		Monthly	7,078.863	7,317.640	7,566.829	7,809.972	8,035.820	8,281.986	8,535.876	8,706.647
		Annual	84,946.355	87,811.685	90,801.945	93,719.665	96,429.840	99,383.830	102,430.510	104,479.765
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	43.000	44.451	45.964	47.441	48.813	50.308	51.851	
		Monthly	7,220.417	7,464.064	7,718.122	7,966.135	8,196.516	8,447.552	8,706.647	
		Annual	86,645.000	89,568.765	92,617.460	95,593.615	98,358.195	101,370.620	104,479.765	
Weekend Worker - Nurse IV	2015	Hourly	43.603	45.218	46.834	48.596	50.615	52.575	54.625	55.717
		Monthly	7,321.670	7,592.856	7,864.209	8,160.078	8,499.102	8,828.219	9,172.448	9,355.813
		Annual	87,860.045	91,114.270	94,370.510	97,920.940	101,989.225	105,938.625	110,069.375	112,269.755
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	44.475	46.122	47.771	49.568	51.628	53.626	55.717	
		Monthly	7,468.094	7,744.653	8,021.547	8,323.293	8,669.202	9,004.699	9,355.813	
		Annual	89,617.125	92,935.830	96,258.565	99,879.520	104,030.420	108,056.390	112,269.755	
Weekend Worker - Nurse V	2015	Hourly	46.027	47.789	49.808	51.768	53.906	56.000	58.183	59.346
		Monthly	7,728.700	8,024.570	8,363.593	8,692.710	9,051.716	9,403.333	9,769.895	9,965.183
		Annual	92,744.405	96,294.835	100,363.120	104,312.520	108,620.590	112,840.000	117,238.745	119,582.190
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	46.947	48.745	50.804	52.803	54.984	57.120	59.346	
		Monthly	7,883.18	8,185.10	8,530.84	8,866.50	9,232.73	9,591.40	9,965.18	
		Annual	94,598.21	98,221.18	102,370.06	106,398.05	110,792.76	115,096.80	119,582.19	

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A6. Effective October 1, 2016

- Monthly salaries include a 1% market adjustment.

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

Nurse Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Licensed Practical Nurse	2015	Hourly 27.304	28.198	29.080	30.152	31.134	32.232	33.380		34.047
		Monthly 4,584.797	4,734.914	4,883.017	5,063.023	5,227.918	5,412.290	5,605.058		5,717.059
		Annual 55,017.560	56,818.970	58,596.200	60,756.280	62,735.010	64,947.480	67,260.700		68,604.705
Nurse II	2015	Hourly 35.669	36.914	38.163	39.464	40.736	42.056			42.897
		Monthly 5,989.420	6,198.476	6,408.204	6,626.663	6,840.253	7,061.903			7,203.121
		Annual 71,873.035	74,381.710	76,898.445	79,519.960	82,083.040	84,742.840			86,437.455
Nurse II (20 Year Scale)	2015	Hourly 36.383	37.652	38.926	40.254	41.551	42.897			
		Monthly 6,109.312	6,322.398	6,536.324	6,759.318	6,977.105	7,203.121			
		Annual 73,311.745	75,868.780	78,435.890	81,111.810	83,725.265	86,437.455			
Nurse III	2015	Hourly 37.025	38.274	39.577	40.849	42.030	43.317	44.646		45.539
		Monthly 6,217.115	6,426.843	6,645.638	6,859.228	7,057.538	7,273.646	7,496.808		7,646.757
		Annual 74,605.375	77,122.110	79,747.655	82,310.735	84,690.450	87,283.755	89,961.690		91,761.085
Nurse III (20 Year Scale)	2015	Hourly 37.765	39.039	40.368	41.666	42.870	44.184	45.539		
		Monthly 6,341.373	6,555.299	6,778.460	6,996.416	7,198.588	7,419.230	7,646.757		
		Annual 76,096.475	78,663.585	81,341.520	83,956.990	86,383.050	89,030.760	91,761.085		
Nurse IV	2015	Hourly 38.295	39.713	41.133	42.680	44.454	46.174	47.975		48.934
		Monthly 6,430.369	6,668.475	6,906.916	7,166.683	7,464.568	7,753.384	8,055.802		8,216.834
		Annual 77,164.425	80,021.695	82,882.995	86,000.200	89,574.810	93,040.610	96,669.625		98,602.010
Nurse IV (20 Year Scale)	2015	Hourly 39.061	40.507	41.955	43.534	45.343	47.098	48.934		
		Monthly 6,558.993	6,801.800	7,044.944	7,310.084	7,613.845	7,908.539	8,216.834		
		Annual 78,707.915	81,621.605	84,539.325	87,721.010	91,366.145	94,902.470	98,602.010		
Nurse V	2015	Hourly 40.424	41.972	43.745	45.465	47.343	49.183	51.100		52.122
		Monthly 6,787.863	7,047.798	7,345.515	7,634.331	7,949.679	8,258.645	8,580.542		8,752.153
		Annual 81,454.360	84,573.580	88,146.175	91,611.975	95,396.145	99,103.745	102,966.500		105,025.830
Nurse V (20 Year Scale)	2015	Hourly 41.232	42.811	44.620	46.375	48.290	50.166	52.122		
		Monthly 6,923.540	7,188.680	7,492.442	7,787.135	8,108.696	8,423.708	8,752.153		
		Annual 83,082.480	86,264.165	89,909.300	93,445.625	97,304.350	101,084.490	105,025.830		
Nurse Practitioner	2015	Hourly 46.070	49.450	51.484	53.515	55.707				56.821
		Monthly 7,735.921	8,303.479	8,645.022	8,986.060	9,354.134				9,541.193
		Annual 92,831.050	99,641.750	103,740.260	107,832.725	112,249.605				114,494.315
Nurse Practitioner (20 Year Scale)	2015	Hourly 46.991	50.439	52.513	54.585	56.821				
		Monthly 7,890.572	8,469.549	8,817.808	9,165.731	9,541.193				
		Annual 94,686.865	101,634.585	105,813.695	109,988.775	114,494.315				
Clinical Nurse Specialist	2015	Hourly 46.070	49.450	51.484	53.515	55.707				56.821
		Monthly 7,735.921	8,303.479	8,645.022	8,986.060	9,354.134				9,541.193
		Annual 92,831.050	99,641.750	103,740.260	107,832.725	112,249.605				114,494.315
Clinical Nurse Specialist (20 Year Scale)	2015	Hourly 46.991	50.439	52.513	54.585	56.821				
		Monthly 7,890.572	8,469.549	8,817.808	9,165.731	9,541.193				
		Annual 94,686.865	101,634.585	105,813.695	109,988.775	114,494.315				

Infection Control Professional - PIO	2015	Hourly	38.295	39.713	41.133	42.680	44.454	46.174	48.052	50.008	51.008
		Monthly	6,430.369	6,668.475	6,906.916	7,166.683	7,464.568	7,753.384	8,068.732	8,397.177	8,565.093
		Annual	77,164.425	80,021.695	82,882.995	86,000.200	89,574.810	93,040.610	96,824.780	100,766.120	102,781.120
Occupational Health Nurse - PIO	2015	Hourly	38.295	39.713	41.133	42.680	44.454	46.174	48.052	50.008	51.008
		Monthly	6,430.369	6,668.475	6,906.916	7,166.683	7,464.568	7,753.384	8,068.732	8,397.177	8,565.093
		Annual	77,164.425	80,021.695	82,882.995	86,000.200	89,574.810	93,040.610	96,824.780	100,766.120	102,781.120
ICP-Clinical Team Leader Infection Control Specialist	2015	Hourly	40.341	42.661	45.222	47.781	50.340	52.899			53.957
		Monthly	6,773.926	7,163.493	7,593.528	8,023.226	8,452.925	8,882.624			9,060.280
		Annual	81,287.115	85,961.915	91,122.330	96,278.715	101,435.100	106,591.485			108,723.355
ICP-Clinical Team Leader (20 Year Scale) Infection Control Specialist (20 Year Scale)	2015	Hourly	41.148	43.514	46.126	48.736	51.346	53.957			
		Monthly	6,909.435	7,306.726	7,745.324	8,183.587	8,621.849	9,060.280			
		Annual	82,913.220	87,680.710	92,943.890	98,203.040	103,462.190	108,723.355			

Weekend Worker Rates		Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	20 Year ¹
Weekend Worker - Licensed Practical Nurse	2015	Hourly	31.400	32.428	33.442	34.674	35.805	37.066	38.386		39.154
		Monthly	5,272.583	5,445.202	5,615.469	5,822.343	6,012.256	6,223.999	6,445.649		6,574.609
		Annual	63,271.000	65,342.420	67,385.630	69,868.110	72,147.075	74,687.990	77,347.790		78,895.310
Weekend Worker - Nurse II	2015	Hourly	41.020	42.451	43.887	45.384	46.847	48.365			49.332
		Monthly	6,887.942	7,128.230	7,369.359	7,620.730	7,866.392	8,121.290			8,283.665
		Annual	82,655.300	85,538.765	88,432.305	91,448.760	94,396.705	97,455.475			99,403.980
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	41.840	43.300	44.765	46.292	47.784	49.332			
		Monthly	7,025.633	7,270.792	7,516.790	7,773.198	8,023.730	8,283.665			
		Annual	84,307.600	87,249.500	90,201.475	93,278.380	96,284.760	99,403.980			
Weekend Worker - Nurse III	2015	Hourly	42.579	44.015	45.513	46.976	48.334	49.815	51.343		52.370
		Monthly	7,149.724	7,390.852	7,642.391	7,888.053	8,116.084	8,364.769	8,621.345		8,793.796
		Annual	85,796.685	88,690.225	91,708.695	94,656.640	97,393.010	100,377.225	103,456.145		105,525.550
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	43.430	44.895	46.424	47.916	49.301	50.811	52.370		
		Monthly	7,292.621	7,538.619	7,795.363	8,045.895	8,278.460	8,532.014	8,793.796		
		Annual	87,511.450	90,463.425	93,544.360	96,550.740	99,341.515	102,384.165	105,525.550		
Weekend Worker - Nurse IV	2015	Hourly	44.039	45.670	47.302	49.082	51.122	53.100	55.171		56.274
		Monthly	7,394.882	7,668.754	7,942.794	8,241.686	8,584.236	8,916.375	9,264.130		9,449.343
		Annual	88,738.585	92,025.050	95,313.530	98,900.230	103,010.830	106,996.500	111,169.565		113,392.110
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	44.920	46.583	48.248	50.064	52.144	54.162	56.274		
		Monthly	7,542.817	7,822.062	8,101.643	8,406.580	8,755.847	9,094.703	9,449.343		
		Annual	90,513.800	93,864.745	97,219.720	100,878.960	105,070.160	109,136.430	113,392.110		
Weekend Worker - Nurse V	2015	Hourly	46.487	48.267	50.306	52.285	54.445	56.560	58.764		59.940
		Monthly	7,805.942	8,104.834	8,447.216	8,779.523	9,142.223	9,497.367	9,867.455		10,064.925
		Annual	93,671.305	97,258.005	101,366.590	105,354.275	109,706.675	113,968.400	118,409.460		120,779.100
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	47.417	49.233	51.313	53.331	55.534	57.691	59.940		
		Monthly	7,962.11	8,267.04	8,616.31	8,955.16	9,325.08	9,687.28	10,064.93		
		Annual	95,545.26	99,204.50	103,395.70	107,461.97	111,901.01	116,247.37	120,779.10		

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A1. Effective April 1, 2013

- Monthly salaries include a 2% general increase.

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

Nurse Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Nurse II	1885	Hourly	35.187	36.415	37.647	38.931	40.186	41.488		42.317
		Monthly	5,527.313	5,720.249	5,913.689	6,115.357	6,312.491	6,517.014		6,647.317
		Annual	66,327.755	68,642.990	70,964.270	73,384.285	75,749.895	78,204.165		79,767.805
Nurse II (20 year scale)	1885	Hourly	35.891	37.143	38.400	39.710	40.989	42.317		
		Monthly	5,637.802	5,834.600	6,032.070	6,237.768	6,438.765	6,647.317		
		Annual	67,653.625	70,015.205	72,384.845	74,853.220	77,265.175	79,767.805		
Nurse IV	1885	Hourly	37.777	39.177	40.577	42.103	43.853	45.551	47.326	48.272
		Monthly	5,934.175	6,153.978	6,373.949	6,613.734	6,888.613	7,155.265	7,434.175	7,582.781
		Annual	71,210.100	73,847.735	76,487.385	79,364.805	82,663.360	85,863.180	89,210.095	90,993.370
Nurse IV (20 year scale)	1885	Hourly	38.533	39.960	41.388	42.946	44.730	46.462	48.272	
		Monthly	6,052.892	6,277.061	6,501.398	6,746.052	7,026.305	7,298.330	7,582.781	
		Annual	72,634.705	75,324.730	78,016.770	80,952.625	84,315.660	87,579.960	90,993.370	
Nurse V	1885	Hourly	39.878	41.404	43.153	44.851	46.703	48.518	50.409	51.417
		Monthly	6,264.131	6,503.916	6,778.628	7,045.280	7,336.279	7,621.402	7,918.446	8,076.792
		Annual	75,169.575	78,046.995	81,343.535	84,543.355	88,035.350	91,456.820	95,021.355	96,921.500
Nurse V (20 year scale)	1885	Hourly	40.675	42.233	44.017	45.749	47.637	49.489	51.417	
		Monthly	6,389.397	6,634.052	6,914.305	7,186.330	7,483.038	7,773.870	8,076.792	
		Annual	76,672.765	79,608.620	82,971.655	86,235.955	89,796.460	93,286.440	96,921.500	
Nurse Practitioner	1885	Hourly	45.447	48.782	50.788	52.791	54.953			56.053
		Monthly	7,138.977	7,662.877	7,977.889	8,292.565	8,632.260			8,805.046
		Annual	85,667.725	91,954.525	95,734.665	99,510.775	103,587.120			105,660.555
Nurse Practitioner (20 year scale)	1885	Hourly	46.356	49.758	51.803	53.847	56.053			
		Monthly	7,281.706	7,816.185	8,137.410	8,458.466	8,805.046			
		Annual	87,380.475	93,794.220	97,648.915	101,501.595	105,660.555			
Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Weekend Worker - Nurse II	1885	Hourly	40.466	41.878	43.294	44.770	46.214	47.711		48.666
		Monthly	6,356.485	6,578.303	6,800.793	7,032.686	7,259.373	7,494.625		7,644.574
		Annual	76,277.825	78,939.640	81,609.515	84,392.230	87,112.480	89,935.495		91,734.890
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	41.275	42.715	44.160	45.666	47.138	48.666		
		Monthly	6,483.598	6,709.782	6,936.805	7,173.400	7,404.621	7,644.574		
		Annual	77,803.180	80,517.385	83,241.665	86,080.800	88,855.455	91,734.890		
Weekend Worker - Nurse IV	1885	Hourly	43.444	45.053	46.664	48.419	50.431	52.383	54.425	55.514
		Monthly	6,824.301	7,077.016	7,330.066	7,605.785	7,921.805	8,228.420	8,549.309	8,720.248
		Annual	81,891.615	84,924.190	87,960.795	91,269.425	95,061.655	98,741.045	102,591.710	104,642.980
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	44.313	45.954	47.597	49.387	51.440	53.430	55.514	
		Monthly	6,960.818	7,218.570	7,476.658	7,757.918	8,080.318	8,392.979	8,720.248	
		Annual	83,529.810	86,622.835	89,719.890	93,095.015	96,963.815	100,715.745	104,642.980	
Weekend Worker - Nurse V	1885	Hourly	45.859	47.615	49.627	51.579	53.709	55.796	57.970	59.130
		Monthly	7,203.625	7,479.512	7,795.531	8,102.147	8,436.805	8,764.578	9,106.121	9,288.310
		Annual	86,443.500	89,754.145	93,546.375	97,225.765	101,241.660	105,174.940	109,273.450	111,459.725
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	46.776	48.567	50.619	52.610	54.783	56.912	59.130	
		Monthly	7,347.698	7,629.126	7,951.358	8,264.187	8,605.561	8,939.883	9,288.310	
		Annual	88,172.370	91,549.510	95,416.295	99,170.240	103,266.735	107,278.600	111,459.725	

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A2. Effective April 1, 2014

- Monthly salaries include a 2% general increase.

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

Nurse Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Nurse II	1885	Hourly	35.891	37.143	38.400	39.710	40.989	42.317		43.164
		Monthly	5,637.802	5,834.600	6,032.070	6,237.768	6,438.765	6,647.317		6,780.307
		Annual	67,653.625	70,015.205	72,384.845	74,853.220	77,265.175	79,767.805		81,363.685
Nurse II (20 year scale)	1885	Hourly	36.609	37.886	39.168	40.504	41.809	43.164		
		Monthly	5,750.642	5,951.303	6,152.635	6,362.530	6,567.557	6,780.307		
		Annual	69,007.705	71,415.630	73,831.615	76,350.365	78,810.680	81,363.685		
Nurse IV	1885	Hourly	38.533	39.960	41.388	42.946	44.730	46.462	48.272	49.239
		Monthly	6,052.892	6,277.061	6,501.398	6,746.052	7,026.305	7,298.330	7,582.781	7,734.578
		Annual	72,634.705	75,324.730	78,016.770	80,952.625	84,315.660	87,579.960	90,993.370	92,814.930
Nurse IV (20 year scale)	1885	Hourly	39.304	40.759	42.216	43.804	45.625	47.390	49.239	
		Monthly	6,173.960	6,402.495	6,631.365	6,880.889	7,166.851	7,444.250	7,734.578	
		Annual	74,087.520	76,829.935	79,576.380	82,570.670	86,002.215	89,330.995	92,814.930	
Nurse V	1885	Hourly	40.675	42.233	44.017	45.749	47.637	49.489	51.417	52.446
		Monthly	6,389.397	6,634.052	6,914.305	7,186.330	7,483.038	7,773.870	8,076.792	8,238.328
		Annual	76,672.765	79,608.620	82,971.655	86,235.955	89,796.460	93,286.440	96,921.500	98,859.930
Nurse V (20 year scale)	1885	Hourly	41.489	43.077	44.897	46.662	48.591	50.478	52.446	
		Monthly	6,517.182	6,766.706	7,052.500	7,329.898	7,632.820	7,929.193	8,238.328	
		Annual	78,206.180	81,200.470	84,630.000	87,958.780	91,593.840	95,150.315	98,859.930	
Nurse Practitioner	1885	Hourly	46.356	49.758	51.803	53.847	56.053			57.174
		Monthly	7,281.706	7,816.185	8,137.410	8,458.466	8,805.046			8,981.023
		Annual	87,380.475	93,794.220	97,648.915	101,501.595	105,660.555			107,772.275
Nurse Practitioner (20 year scale)	1885	Hourly	47.284	50.752	52.840	54.925	57.174			
		Monthly	7,427.458	7,972.348	8,300.289	8,627.726	8,981.023			
		Annual	89,129.495	95,668.170	99,603.465	103,532.715	107,772.275			
Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Weekend Worker - Nurse II	1885	Hourly	41.275	42.715	44.160	45.666	47.138	48.666		49.638
		Monthly	6,483.598	6,709.782	6,936.805	7,173.400	7,404.621	7,644.574		7,797.378
		Annual	77,803.180	80,517.385	83,241.665	86,080.800	88,855.455	91,734.890		93,568.540
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	42.100	43.570	45.043	46.579	48.081	49.638		
		Monthly	6,613.230	6,844.115	7,075.505	7,316.801	7,552.724	7,797.378		
		Annual	79,358.760	82,129.385	84,906.055	87,801.610	90,632.685	93,568.540		
Weekend Worker - Nurse IV	1885	Hourly	44.313	45.954	47.597	49.387	51.440	53.430	55.514	56.624
		Monthly	6,960.818	7,218.570	7,476.658	7,757.918	8,080.318	8,392.979	8,720.248	8,894.714
		Annual	83,529.810	86,622.835	89,719.890	93,095.015	96,963.815	100,715.745	104,642.980	106,736.565
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	45.199	46.873	48.548	50.375	52.468	54.499	56.624	
		Monthly	7,100.020	7,362.978	7,626.103	7,913.073	8,241.854	8,560.895	8,894.714	
		Annual	85,200.245	88,355.735	91,513.240	94,956.875	98,902.245	102,730.745	106,736.565	
Weekend Worker - Nurse V	1885	Hourly	46.776	48.567	50.619	52.610	54.783	56.912	59.130	60.312
		Monthly	7,347.698	7,629.126	7,951.358	8,264.187	8,605.561	8,939.883	9,288.310	9,474.026
		Annual	88,172.370	91,549.510	95,416.295	99,170.240	103,266.735	107,278.600	111,459.725	113,688.315
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	47.711	49.539	51.631	53.662	55.879	58.050	60.312	
		Monthly	7,494.625	7,781.762	8,110.375	8,429.417	8,777.676	9,118.715	9,474.026	
		Annual	89,935.495	93,381.145	97,324.500	101,153.000	105,332.110	109,424.575	113,688.315	

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A3. Effective October 1, 2014

- Monthly salaries include a 1.1% market adjustment.

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

Nurse Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Nurse II	1885	Hourly	36.286	37.552	38.823	40.146	41.441	42.783		43.638
		Monthly	5,699.931	5,898.745	6,098.398	6,306.278	6,509.625	6,720.529		6,854.862
		Annual	68,399.175	70,784.935	73,180.770	75,675.340	78,115.505	80,646.345		82,258.345
Nurse II (20 year scale)	1885	Hourly	37.012	38.303	39.599	40.949	42.269	43.638		
		Monthly	5,813.947	6,016.790	6,220.305	6,432.384	6,639.761	6,854.862		
		Annual	69,767.360	72,201.480	74,643.660	77,188.605	79,677.130	82,258.345		
Nurse IV	1885	Hourly	38.957	40.399	41.844	43.418	45.222	46.972	48.804	49.780
		Monthly	6,119.555	6,346.075	6,572.930	6,820.271	7,103.547	7,378.594	7,666.235	7,819.543
		Annual	73,434.660	76,152.895	78,875.160	81,843.255	85,242.560	88,543.130	91,994.825	93,834.520
Nurse IV (20 year scale)	1885	Hourly	39.736	41.208	42.681	44.286	46.126	47.912	49.780	
		Monthly	6,241.798	6,473.020	6,704.409	6,956.620	7,245.604	7,526.193	7,819.543	
		Annual	74,901.580	77,676.235	80,452.905	83,479.435	86,947.250	90,314.315	93,834.520	
Nurse V	1885	Hourly	41.122	42.697	44.501	46.251	48.162	50.033	51.983	53.023
		Monthly	6,459.586	6,706.928	6,990.371	7,265.250	7,565.485	7,859.340	8,165.620	8,329.003
		Annual	77,515.035	80,483.130	83,884.450	87,183.005	90,785.825	94,312.075	97,987.435	99,948.030
Nurse V (20 year scale)	1885	Hourly	41.945	43.551	45.390	47.177	49.125	51.033	53.023	
		Monthly	6,588.882	6,841.093	7,130.078	7,410.666	7,716.778	8,016.510	8,329.003	
		Annual	79,066.585	82,093.115	85,560.930	88,927.995	92,601.340	96,198.115	99,948.030	
Nurse Practitioner	1885	Hourly	46.866	50.306	52.373	54.439	56.669			57.803
		Monthly	7,361.803	7,902.158	8,226.909	8,551.492	8,901.766			9,079.926
		Annual	88,341.630	94,825.900	98,722.910	102,617.905	106,821.195			108,959.110
Nurse Practitioner (20 year scale)	1885	Hourly	47.803	51.311	53.420	55.528	57.803			
		Monthly	7,509.065	8,060.168	8,391.468	8,722.599	9,079.926			
		Annual	90,108.785	96,722.015	100,697.610	104,671.190	108,959.110			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Weekend Worker - Nurse II	1885	Hourly	41.728	43.185	44.646	46.169	47.657	49.201		50.185
		Monthly	6,554.795	6,783.665	7,013.208	7,252.321	7,486.061	7,728.700		7,883.184
		Annual	78,657.540	81,403.985	84,158.490	87,027.850	89,832.730	92,744.405		94,598.205
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	42.563	44.049	45.539	47.091	48.609	50.185		
		Monthly	6,685.938	6,919.342	7,153.418	7,397.233	7,635.675	7,883.184		
		Annual	80,231.255	83,032.105	85,841.015	88,766.795	91,628.095	94,598.205		
Weekend Worker - Nurse IV	1885	Hourly	44.800	46.459	48.119	49.930	52.005	54.018	56.124	57.247
		Monthly	7,037.388	7,297.994	7,558.769	7,843.220	8,169.146	8,485.333	8,816.129	8,992.609
		Annual	84,448.650	87,575.930	90,705.225	94,118.635	98,029.750	101,823.995	105,793.545	107,911.310
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	45.696	47.388	49.083	50.930	53.045	55.099	57.247	
		Monthly	7,178.102	7,443.914	7,710.062	8,000.222	8,332.529	8,655.097	8,992.609	
		Annual	86,137.220	89,326.965	92,520.740	96,002.660	99,990.345	103,861.160	107,911.310	
Weekend Worker - Nurse V	1885	Hourly	47.291	49.102	51.176	53.189	55.386	57.538	59.780	60.976
		Monthly	7,428.633	7,713.084	8,038.843	8,355.030	8,700.266	9,038.283	9,390.404	9,578.303
		Annual	89,143.600	92,557.010	96,466.110	100,260.355	104,403.195	108,459.390	112,684.845	114,939.630
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	48.236	50.083	52.200	54.252	56.494	58.688	60.976	
		Monthly	7,577.072	7,867.232	8,199.707	8,522.107	8,874.228	9,218.961	9,578.303	
		Annual	90,924.860	94,406.780	98,396.480	102,265.280	106,490.735	110,627.530	114,939.630	

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A4. Effective April 1, 2015

- Monthly salaries include a 2% general increase.

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

Nurse Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Nurse II	1885	Hourly	37.012	38.303	39.599	40.949	42.269	43.638		44.512
		Monthly	5,813.947	6,016.790	6,220.305	6,432.384	6,639.761	6,854.862		6,992.050
		Annual	69,767.360	72,201.480	74,643.660	77,188.605	79,677.130	82,258.345		83,904.600
Nurse II (20 year scale)	1885	Hourly	37.752	39.070	40.391	41.768	43.115	44.512		
		Monthly	5,930.145	6,137.186	6,344.731	6,561.008	6,772.583	6,992.050		
		Annual	71,161.740	73,646.235	76,136.775	78,732.095	81,270.995	83,904.600		
Nurse IV	1885	Hourly	39.736	41.208	42.681	44.286	46.126	47.912	49.780	50.776
		Monthly	6,241.798	6,473.020	6,704.409	6,956.620	7,245.604	7,526.193	7,819.543	7,976.042
		Annual	74,901.580	77,676.235	80,452.905	83,479.435	86,947.250	90,314.315	93,834.520	95,712.500
Nurse IV (20 year scale)	1885	Hourly	40.531	42.032	43.534	45.172	47.048	48.870	50.776	
		Monthly	6,366.728	6,602.483	6,838.406	7,095.823	7,390.516	7,676.646	7,976.042	
		Annual	76,400.740	79,229.800	82,060.875	85,149.870	88,686.195	92,119.755	95,712.500	
Nurse V	1885	Hourly	41.945	43.551	45.390	47.177	49.125	51.033	53.023	54.083
		Monthly	6,588.882	6,841.093	7,130.078	7,410.666	7,716.778	8,016.510	8,329.003	8,495.576
		Annual	79,066.585	82,093.115	85,560.930	88,927.995	92,601.340	96,198.115	99,948.030	101,946.910
Nurse V (20 year scale)	1885	Hourly	42.783	44.422	46.299	48.119	50.108	52.054	54.083	
		Monthly	6,720.529	6,977.945	7,272.807	7,558.769	7,871.094	8,176.870	8,495.576	
		Annual	80,646.345	83,735.340	87,273.680	90,705.225	94,453.125	98,122.440	101,946.910	
Nurse Practitioner	1885	Hourly	47.803	51.311	53.420	55.528	57.803			58.959
		Monthly	7,509.065	8,060.168	8,391.468	8,722.599	9,079.926			9,261.444
		Annual	90,108.785	96,722.015	100,697.610	104,671.190	108,959.110			111,137.325
Nurse Practitioner (20 year scale)	1885	Hourly	48.760	52.338	54.489	56.639	58.959			
		Monthly	7,659.351	8,221.368	8,559.384	8,897.065	9,261.444			
		Annual	91,912.210	98,656.415	102,712.610	106,764.775	111,137.325			
Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Weekend Worker - Nurse II	1885	Hourly	42.563	44.049	45.539	47.091	48.609	50.185		51.188
		Monthly	6,685.938	6,919.342	7,153.418	7,397.233	7,635.675	7,883.184		8,040.858
		Annual	80,231.255	83,032.105	85,841.015	88,766.795	91,628.095	94,598.205		96,490.290
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	43.415	44.930	46.450	48.034	49.582	51.188		
		Monthly	6,819.768	7,057.705	7,296.483	7,545.335	7,788.479	8,040.858		
		Annual	81,837.210	84,692.465	87,557.795	90,544.025	93,461.745	96,490.290		
Weekend Worker - Nurse IV	1885	Hourly	45.696	47.388	49.083	50.930	53.045	55.099	57.247	58.392
		Monthly	7,178.102	7,443.914	7,710.062	8,000.222	8,332.529	8,655.097	8,992.609	9,172.448
		Annual	86,137.220	89,326.965	92,520.740	96,002.660	99,990.345	103,861.160	107,911.310	110,069.375
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	46.610	48.336	50.064	51.947	54.106	56.201	58.392	
		Monthly	7,321.670	7,592.856	7,864.209	8,160.078	8,499.102	8,828.219	9,172.448	
		Annual	87,860.045	91,114.270	94,370.510	97,920.940	101,989.225	105,938.625	110,069.375	
Weekend Worker - Nurse V	1885	Hourly	48.236	50.083	52.000	54.252	56.494	58.688	60.976	62.196
		Monthly	7,577.072	7,867.232	8,199.707	8,522.107	8,874.228	9,218.961	9,578.303	9,769.895
		Annual	90,924.860	94,406.780	98,396.480	102,265.280	106,490.735	110,627.530	114,939.630	117,238.745
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	49.201	51.085	53.243	55.338	57.624	59.862	62.196	
		Monthly	7,728.700	8,024.570	8,363.593	8,692.710	9,051.716	9,403.333	9,769.895	
		Annual	92,744.405	96,294.835	100,363.120	104,312.520	108,620.590	112,840.000	117,238.745	

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A5. Effective April 1, 2016

- Monthly salaries include a 2% general increase.

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

Nurse Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Nurse II	1885	Hourly	37.752	39.070	40.391	41.768	43.115	44.512	45.401
		Monthly	5,930.145	6,137.186	6,344.731	6,561.008	6,772.583	6,992.050	7,131.757
		Annual	71,161.740	73,646.235	76,136.775	78,732.095	81,270.995	83,904.600	85,581.080
Nurse II (20 year scale)	1885	Hourly	38.506	39.851	41.199	42.604	43.977	45.401	
		Monthly	6,048.694	6,259.933	6,471.676	6,692.319	6,908.092	7,131.757	
		Annual	72,584.330	75,119.200	77,660.115	80,307.825	82,897.100	85,581.080	
Nurse IV	1885	Hourly	40.531	42.032	43.534	45.172	47.048	48.870	50.776
		Monthly	6,366.728	6,602.483	6,838.406	7,095.823	7,390.516	7,676.646	7,976.042
		Annual	76,400.740	79,229.800	82,060.875	85,149.870	88,686.195	92,119.755	95,712.500
Nurse IV (20 year scale)	1885	Hourly	41.341	42.872	44.405	46.076	47.990	49.847	51.791
		Monthly	6,494.009	6,734.466	6,975.258	7,237.712	7,538.451	7,830.122	8,135.563
		Annual	77,928.110	80,813.590	83,703.100	86,852.545	90,461.410	93,961.465	97,626.750
Nurse V	1885	Hourly	42.783	44.422	46.299	48.119	50.108	52.054	54.083
		Monthly	6,720.529	6,977.945	7,272.807	7,558.769	7,871.094	8,176.870	8,495.576
		Annual	80,646.345	83,735.340	87,273.680	90,705.225	94,453.125	98,122.440	101,946.910
Nurse V (20 year scale)	1885	Hourly	43.639	45.310	47.225	49.083	51.109	53.096	55.164
		Monthly	6,855.030	7,117.484	7,418.223	7,710.062	8,028.432	8,340.421	8,665.340
		Annual	82,260.360	85,409.805	89,018.670	92,520.740	96,341.180	100,085.050	103,984.075
Nurse Practitioner	1885	Hourly	48.760	52.338	54.489	56.639	58.959		60.138
		Monthly	7,659.351	8,221.368	8,559.384	8,897.065	9,261.444		9,446.656
		Annual	91,912.210	98,656.415	102,712.610	106,764.775	111,137.325		113,359.870
Nurse Practitioner (20 year scale)	1885	Hourly	49.735	53.384	55.579	57.771	60.138		
		Monthly	7,812.491	8,385.758	8,730.491	9,074.888	9,446.656		
		Annual	93,749.890	100,629.100	104,765.895	108,898.660	113,359.870		
Weekend Worker Rates	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Weekend Worker - Nurse II	1885	Hourly	43.415	44.930	46.450	48.034	49.582	51.188	52.213
		Monthly	6,819.768	7,057.705	7,296.483	7,545.335	7,788.479	8,040.858	8,201.722
		Annual	81,837.210	84,692.465	87,557.795	90,544.025	93,461.745	96,490.290	98,420.660
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	44.283	45.829	47.379	48.994	50.574	52.213	
		Monthly	6,956.116	7,198.923	7,442.403	7,696.125	7,944.305	8,201.722	
		Annual	83,473.390	86,387.080	89,308.830	92,353.495	95,331.665	98,420.660	
Weekend Worker - Nurse IV	1885	Hourly	46.610	48.336	50.064	51.947	54.106	56.201	58.392
		Monthly	7,321.670	7,592.856	7,864.209	8,160.078	8,499.102	8,828.219	9,172.448
		Annual	87,860.045	91,114.270	94,370.510	97,920.940	101,989.225	105,938.625	110,069.375
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	47.542	49.303	51.066	52.986	55.189	57.324	59.560
		Monthly	7,468.094	7,744.653	8,021.547	8,323.293	8,669.202	9,004.699	9,355.813
		Annual	89,617.125	92,935.830	96,258.565	99,879.520	104,030.420	108,056.390	112,269.755
Weekend Worker - Nurse V	1885	Hourly	49.201	51.085	53.243	55.338	57.624	59.862	62.196
		Monthly	7,728.700	8,024.570	8,363.593	8,692.710	9,051.716	9,403.333	9,769.895
		Annual	92,744.405	96,294.835	100,363.120	104,312.520	108,620.590	112,840.000	117,238.745
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	50.185	52.107	54.308	56.445	58.776	61.059	63.439
		Monthly	7,883.184	8,185.098	8,530.838	8,866.504	9,232.730	9,591.400	9,965.183
		Annual	94,598.205	98,221.175	102,370.060	106,398.045	110,792.760	115,096.800	119,582.190

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

APPENDIX "A" - SALARIES

A6. Effective October 1, 2016

- Monthly salaries include a 1% market adjustment.

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

Nurse Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Nurse II	1885	Hourly	38.129	39.460	40.795	42.186	43.545	44.956		45.855
		Monthly	5,989.420	6,198.476	6,408.204	6,626.663	6,840.253	7,061.903		7,203.121
		Annual	71,873.035	74,381.710	76,898.445	79,519.960	82,083.040	84,742.840		86,437.455
Nurse II (20 year scale)	1885	Hourly	38.892	40.249	41.611	43.030	44.417	45.855		
		Monthly	6,109.312	6,322.398	6,536.324	6,759.318	6,977.105	7,203.121		
		Annual	73,311.745	75,868.780	78,435.890	81,111.810	83,725.265	86,437.455		
Nurse IV	1885	Hourly	40.936	42.452	43.970	45.623	47.520	49.358	51.284	52.309
		Monthly	6,430.369	6,668.475	6,906.916	7,166.683	7,464.568	7,753.384	8,055.802	8,216.834
		Annual	77,164.425	80,021.695	82,882.995	86,000.200	89,574.810	93,040.610	96,669.625	98,602.010
Nurse IV (20 year scale)	1885	Hourly	41.755	43.301	44.848	46.536	48.470	50.346	52.309	
		Monthly	6,558.993	6,801.800	7,044.944	7,310.084	7,613.845	7,908.539	8,216.834	
		Annual	78,707.915	81,621.605	84,539.325	87,721.010	91,366.145	94,902.470	98,602.010	
Nurse V	1885	Hourly	43.212	44.867	46.762	48.601	50.608	52.575	54.624	55.717
		Monthly	6,787.863	7,047.798	7,345.515	7,634.331	7,949.679	8,258.645	8,580.542	8,752.153
		Annual	81,454.360	84,573.580	88,146.175	91,611.975	95,396.145	99,103.745	102,966.500	105,025.830
Nurse V (20 year scale)	1885	Hourly	44.076	45.763	47.697	49.573	51.620	53.626	55.717	
		Monthly	6,923.540	7,188.680	7,492.442	7,787.135	8,108.696	8,423.708	8,752.153	
		Annual	83,082.480	86,264.165	89,909.300	93,445.625	97,304.350	101,084.490	105,025.830	
Nurse Practitioner	1885	Hourly	49.247	52.860	55.035	57.206	59.549			60.740
		Monthly	7,735.921	8,303.479	8,645.022	8,986.060	9,354.134			9,541.193
		Annual	92,831.050	99,641.750	103,740.260	107,832.725	112,249.605			114,494.315
Nurse Practitioner (20 year scale)	1885	Hourly	50.232	53.918	56.135	58.349	60.740			
		Monthly	7,890.572	8,469.549	8,817.808	9,165.731	9,541.193			
		Annual	94,686.865	101,634.585	105,813.695	109,988.775	114,494.315			
Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year ¹
Weekend Worker - Nurse II	1885	Hourly	43.849	45.379	46.914	48.514	50.078	51.701		52.734
		Monthly	6,887.942	7,128.230	7,369.359	7,620.730	7,866.392	8,121.290		8,283.665
		Annual	82,655.300	85,538.765	88,432.305	91,448.760	94,396.705	97,455.475		99,403.980
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	44.726	46.286	47.852	49.485	51.079	52.734		
		Monthly	7,025.633	7,270.792	7,516.790	7,773.198	8,023.730	8,283.665		
		Annual	84,307.600	87,249.500	90,201.475	93,278.380	96,284.760	99,403.980		
Weekend Worker - Nurse IV	1885	Hourly	47.076	48.820	50.564	52.467	54.648	56.762	58.976	60.155
		Monthly	7,394.882	7,668.754	7,942.794	8,241.686	8,584.236	8,916.375	9,264.130	9,449.343
		Annual	88,738.585	92,025.050	95,313.530	98,900.230	103,010.830	106,996.500	111,169.565	113,392.110
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	48.018	49.796	51.575	53.517	55.740	57.897	60.155	
		Monthly	7,542.817	7,822.062	8,101.643	8,406.580	8,755.847	9,094.703	9,449.343	
		Annual	90,513.800	93,864.745	97,219.720	100,878.960	105,070.160	109,136.430	113,392.110	
Weekend Worker - Nurse V	1885	Hourly	49.693	51.596	53.775	55.891	58.200	60.461	62.817	64.074
		Monthly	7,805.942	8,104.834	8,447.216	8,779.523	9,142.223	9,497.367	9,867.455	10,064.925
		Annual	93,671.305	97,258.005	101,366.590	105,354.275	109,706.675	113,968.400	118,409.460	120,779.100
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	50.687	52.628	54.852	57.009	59.364	61.670	64.074	
		Monthly	7,962.105	8,267.041	8,616.308	8,955.164	9,325.084	9,687.280	10,064.925	
		Annual	95,545.255	99,204.495	103,395.695	107,461.965	111,901.010	116,247.365	120,779.100	

¹ Eligibility for the 20 Year increment is determined in accordance with Article 2105.

Not Applicable for CNS & NP
APPENDIX “B” – ACADEMIC ALLOWANCE

The non-cumulative additional rates of pay hereinafter set forth shall be paid to a nurse for academic attainments herein set forth:

- (a) Upon completion of an approved clinical course/program, or CNA Certification in a nursing specialty, or an approved course in Gerontology, or the Nursing Unit Administration Course, or a Registered Nurse with a Registered Psychiatric Nurse Diploma, or an approved midwifery course, or an Operating Room Technician course in addition to a Licensed Practical Nurse Certificate or Registered Nurse Diploma, or the Adult Education Certificate, or an Occupational Health Nursing course, or the University Certificate in Nursing (one year course also called University Diploma in Nursing), or a Baccalaureate Degree in Arts or Science from a recognized university, (or the equivalent), provided such degree (or the equivalent) is relevant to the position held by the nurse:

\$0.298 per hour for all paid hours (2015 annual hours)

\$0.318 per hour for all paid hours (1885 annual hours)

- (b) For a Baccalaureate Degree in Nursing, or a Baccalaureate Degree in Psychiatric Nursing, or a Baccalaureate Degree in Science-Mental Health, or a University Certificate in Nursing, as described in (a) above, in addition to a Baccalaureate Degree in Arts or Science, or the equivalent in the opinion of the Employer:

\$0.596 per hour for all paid hours (2015 annual hours)

\$0.637 per hour for all paid hours (1885 annual hours)

- (c) For a Master's Degree in Nursing from a recognized university, or the equivalent in the opinion of the Employer:

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

\$0.955 per hour for all paid hours (1885 annual hours)

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

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

APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

C.1 Occupational classifications are as follows:

L.P.N. -- A Licensed Practical Nurse is a person entitled to practice under the Licensed Practical Nurse's Act of Manitoba.

NURSE II -- A Registered Nurse or a Registered Psychiatric Nurse employed in a general duty position or its equivalent; or a Registered Nurse employed as an Immunization Nurse, STD Clinic Liaison Nurse or Community Based Direct Service Nurse.

NURSE III -- A nurse employed as a Primary Care Nurse or a nurse who is permanently assigned responsibility for the nursing activities of a small group of nursing staff on a unit or ward and who may replace a Nurse IV in her/his absence or a nurse employed as a Clinical Resource Nurse or a nurse employed as a Nurse Clinician.

NURSE IV- A nurse who is permanently assigned responsibility for the nursing activities and staff on a unit or ward on a twenty-four (24) hour basis; a nurse responsible for supervision of the clinical experience of student nurses (Clinical Instructor); or a nurse responsible for inservice education instruction (Inservice Education Instructor); or a nurse employed as a Public Health Nurse or Occupational Health Nurse

NURSE V - A Public Health Nurse employed as a Team Leader or Coordinator

CLINICAL NURSE SPECIALIST - A Registered Nurse with academic preparation at the Master's level (nursing science), possessing expertise in a clinical nursing speciality, and who is employed in a position designated by the Employer as Clinical Nurse Specialist.

NURSE PRACTITIONER -- is a Registered Nurse who is on the Extended Practice roster of the College of Registered Nurses of Manitoba who is employed in a position that is designated by the Employer as a Nurse Practitioner.

APPENDIX “D” – SITE LIST

WINNIPEG REGIONAL HEALTH AUTHORITY

Pan Am Clinic
Breast Health Centre
Home Care Program
Public Health Program
Clinical Nurse Specialists
Primary Care Nurses
Nurse Practitioners
Regional Programs

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDA OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY
AND
THE MANITOBA NURSES' UNION**

1. Re: Ratification of Collective Agreement

The ratification date of the current Collective Agreement occurred on April 30, 2014.

2. Re: Representative Workforce

The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned parties will work in cooperation to:

- (a) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
 - Facilitate constructive race and cultural relations.
- (b) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce;
- (c) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.

Not Applicable for Public Health, Breast Health and CNS**3. Re: Manitoba Health Premiums**

It is agreed that if Manitoba Health premiums are introduced during the life of this Agreement, the parties will meet to discuss and decide on an equitable sharing of the cost of these premiums.

Not Applicable for Public Health, Breast Health and CNS**4. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation**

The Employer will not exercise any right it may receive through legislation which enables the Employer to unilaterally reduce the wages specified in the Collective Agreement or the hours of work specified in the Collective Agreement during the life of this Collective Agreement.

Not Applicable for Public Health, Home Care ,Breast Health and CNS**5. Re: Shifts of Less than 7.75 Hours**

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

1. The terms and conditions of the Collective Agreement shall apply to part-time nurses working shifts of less than seven and three-quarter (7.75) hours except as otherwise stated hereinafter.
2. The Employer shall notify the Union in writing of its intent to introduce a shift of less than seven and three-quarter (7.75) hours. This notice shall include reasons for the introduction of this shift. The Employer and the Union shall meet within fourteen (14) days to discuss the introduction of the shift and the feasibility of available alternatives to same. If there are no mutually acceptable alternatives, then the following shall apply.
3. The Employer shall post all vacant, term or new positions which will include scheduled shifts of less than seven and three-quarter (7.75) hours. Such posting(s) shall specify the shift length(s) for the particular position.

4. Shifts of four (4.0) to five (5.0) paid hours shall include one (1) fifteen (15) minute rest period. Shifts of greater than five (5.0) paid hours but less than seven (7.0) paid hours shall include one (1) fifteen (15) minute rest period and exclude one (1) thirty (30) minute unpaid meal period. For shifts of seven (7.0) paid hours to seven and three-quarter (7.75) paid hours - rest and meal periods to be the same as per current agreements Article 14 for the "normal" seven and three-quarter (7.75) hour shift.
5. In the event that a nurse working such a shift agrees to remain at work beyond the end of her/his scheduled shift, she/he shall be paid for all hours worked beyond the shift at her/his basic salary up to seven and three-quarter (7.75) hours. Overtime rates of pay shall be applicable to time worked in excess of seven and three-quarter (7.75) hours, such time to have been authorized in such manner and by such person as may be directed by the Employer.
6. If a part-time nurse agrees to work an additional available shift, as referenced in 3402, she/he shall be paid for those hours at her/his basic salary unless the part-time nurse has already worked in that day, in which case overtime rates of pay shall apply.
7. No nurse shall be scheduled to work more than one (1) shift of less than seven and three-quarter (7.75) hours in any one (1) day.

Not Applicable for Public Health, Pan Am, Breast Health and CNS

6. Re: Agency Nurses

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

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

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

7. Re: Group Benefit Plans

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

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

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

- (i) The parties agree to participate in the Health Care Employees' Pension Plan – Manitoba (HEPP) in accordance with its terms and conditions including an established contributions rate as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.
- (ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.
- (iii) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

9. Re: Employment Security

Whereas, the Employer is concerned with its employees employment security, and

Whereas, the Union is concerned with its members employment security, and

Whereas, within the Province of Manitoba health care reform continues to be explored, and

Whereas, there may be a need to examine the delivery of health care within the facility, and

Whereas, there may be a need to examine the current complement of nursing staff:

1. It will be incumbent upon the Employer to notify the Union, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of nursing staff.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the nurses will be examined and discussed between the Employer and the Union, no later than twenty (20) days after the above.
3. The Employer and the Union agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected nurse shall retain employment with the Employer, and where reductions cannot be dealt with through attrition, Article 2707 shall apply. Should the nurse choose to not exercise seniority rights under Article 2707, then layoff in accordance with Article 27 shall apply.
6. In the event of #5 above occurring or in the event of the closure of a facility, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of nurses.
7. The Employer will also cooperate with other facilities, with the Labour Relations Secretariat, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

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

10. Re: Group Registered Retirement Savings Plan

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

11. Re: Joint Nursing Council

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

12. Re: Buyback of Pension Service

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

13. Re: Article 501

The Employer and the Union mutually agree that the Employer will provide the following information regarding Manitoba Nurses' Union members to the Manitoba Nurses' Union along with each monthly dues deduction list or special assessment deduction list:

- First Name
- (Middle Name)
- Last Name
- Amount of dues deducted

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

The Union commits to have in place reasonable administrative and physical safeguards to ensure the confidentiality and security of this information in accordance with F.I.P.P.A.

14. Re: Participation in PHCLA/Redeployment

All facilities except St. Amant Centre will agree to participate in the Provincial Health Care Labour Adjustment/Redeployment Program. Letter of Agreement for new participants to be appended to the collective agreement.

LETTER OF UNDERSTANDING

ON REDEPLOYMENT PRINCIPLES

1. PURPOSE:

- 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.

- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.
- 1.05 For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the "sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.06 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.07 "Central Redeployment List" means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.

- 1.08 "Provincial Health Care Labour Adjustment Committee" (hereinafter referred to as the "Committee") refers to the committee established by an agreement commencing January 20, 1993 between The Government of Canada, The Government of Manitoba, Labour Relations Secretariat, and Manitoba Council of Health Care Unions.

2. SENIORITY:

- 2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.02 Employees without a Collective Agreement shall not have seniority rights.
- 2.03 Transfer of Seniority - The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. TRIAL PERIOD:

- 3.01 Employees who move to a new bargaining unit/employer may be required to serve a trial period in accordance with the Collective Agreement in the receiving facility. If unsuccessful in the trial period, the employee shall return to the Central Redeployment List and to the recall list of the sending employer.

4. NEW AND VACANT POSITIONS:

- 4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement and that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.

- 4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility within a region, as defined in Appendix VII, shall give preferential consideration to qualified applicants from the same region who are on the Central Redeployment List.

If there are no applicants/no qualified applicants from the same region, the receiving facility shall provide preferential consideration to qualified applicants from other regions who are on the Central Redeployment List.

The following provisions shall apply in filling the vacancy:

- (a) Employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
- (b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List as described above. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- (c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement;
- (d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- (e) receiving facilities job description applies vis-a-vis qualification requirements;

- (f) Once an employee has been permanently redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List. For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:

- 5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected employer(s) and unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave. NOTE: Deer Lodge Centre limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement.
- 6.05 Benefits - An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- 6.06 Salary Treatments -
- (a) If range is identical, then placed step-on-step;
- (b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

NOTE: No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red circling provisions were in place prior to the inception of this Letter of Understanding.

- 6.07 Upon hire of an employee from the Central Redeployment List, the receiving employer agrees to confirm in writing to the employee all benefits, including seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

7. OTHER CONDITIONS:

- 7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.
- 7.02 Salary and vacation earned to date to be paid out by sending employer.
- 7.03 Banked time including overtime bank, stat bank, to be paid out by sending employer.

8. TRAINING:

- 8.01 The parties agree that provisions for training will be dealt with by the Committee.

9. ADMISSION OF NEW MEMBERS:

- 9.01 The parties hereby authorize the Committee to admit new signatories as participating employers or participating unions in such manner and upon such terms as the Committee in its discretion deems appropriate without the necessary consultation or agreement with existing signatories. Upon admission to this agreement such new signatories will have the same rights and obligations as existing participating unions and participating employers, effective the date of such admission.

10. ACCEPTANCE OF LETTER OF UNDERSTANDING:

- 10.01 Signatories to this Letter of Understanding agree to accept this letter without amendment. Any subsequent amendment to the Letter of Understanding shall only be implemented if approved pursuant to Article 12.

11. DURATION:

- 11.01 This Letter of Understanding shall be in full force and effect for an indefinite period commencing in 1993. In the event that any one of the parties signatory to this Letter of Understanding wishes to terminate its participation in this Letter of Understanding it shall give sixty (60) days written notice to the Committee and to the appropriate bargaining agent or Employer in respect of its collective agreement. Such termination shall not invalidate this Letter of Understanding as affects the other signatories except for the specific Employer or bargaining agent that is party to the relevant and affected collective agreement.

12. AMENDMENTS:

- 12.01 Amendments to this Letter of Understanding shall be effective if passed by the Committee after consultation with the signatories to the Letter of Understanding as outlined herein. All signatories shall receive a copy of the proposed amendment(s). Each signatory shall have thirty (30) calendar days during which to express its concerns (if any) about the proposed amendment(s). Any unresolved concerns must be reconciled by the respective employer/labour caucus prior to a Committee vote being conducted. If there are no concerns raised by signatories to the proposed amendments the Committee shall be empowered to implement the amendment(s).

13. APPEAL PANEL:

- 13.01 Should a dispute(s) arise between a participating union(s) and a participating employer(s) regarding the application, interpretation or alleged violation of this Letter of Understanding, the parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved, any party to the dispute may refer the matter(s) to an Appeal Panel composed of:

- Two (2) persons from Participating Employers who are not directly involved in the dispute.
- Two (2) persons from the Participating Unions who are not directly involved in the dispute.

The Appeal Panel shall set its own procedures for hearing the dispute and may accept any evidence that it deems appropriate.

Only lay advocate(s) shall be utilized by each party to the dispute in the presentation of its case.

The Appeal Panel shall make every effort to mediate the dispute to resolution.

Should efforts to mediate fail, the Appeal Panel shall submit its written recommendation(s) for settlement to the parties concerned, within fourteen (14) calendar days.

Any dispute under the Letter of Understanding shall not be resolved by grievance or arbitration pursuant to the collective agreement. The Appeal Panel is intended to be the only vehicle for resolution of such disputes.

This Letter of Agreement confirms that the above-named parties have ratified the Letter of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

15. Re: Provisions for Part-time Nurses Occupying More Than One Position Within the Sites Comprising the RHA

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

- (f) All accrued benefits, i.e. vacation, income protection, shall be maintained and utilized on the basis of the total of all active positions occupied.
- (g) Requests for scheduling of vacation shall be submitted to each Team Office/site supervisor/manager. Said requests will be considered by both Team Office/site supervisor(s)/manager(s), and shall be granted in accordance with the provisions of Article 2109, based on the nurse's seniority within each work site.
- (h) Requests for unpaid or paid leaves of absence shall be submitted to each Team Office/site supervisor/manager, and shall be considered and granted at each work site, in accordance with the appropriate provisions of the Collective Agreement.
- (i) Nurses taking on an additional position, which represents a promotion, will be subject to a trial period in accordance with Article 2803. If unsuccessful in the trial period, the nurse shall retain her/his previously held position(s).
- (j) Where an approved arrangement is later found to be unworkable, the affected nurse may be required to relinquish one of the positions occupied.

16. Left Blank To Agree With "Central" numbering

Not Applicable for Nurse Practitioners

17. Re: Mentorship

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

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

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

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

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

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

18. Re: Portability

The following provisions do not apply to transfers governed by the provisions of the Memorandum of Understanding on Staff Mobility:

1. A nurse who is/was employed by an Employer in Manitoba who participates at MNU Central Table negotiations, who is awarded a position with another Employer in Manitoba who participates at MNU Central Table negotiations, and who commences employment with this Employer within six (6) weeks of termination of employment from her/his former Employer, will be entitled to portability of benefits as specified hereinafter:
 - (i) accumulated income protection benefits;
 - (ii) length of employment applicable to rate at which vacation is earned;
 - (iii) length of employment applicable to pre-retirement leave;
 - (iv) length of employment applicable for qualification for the Magic 80 pension provisions;
 - (v) length of employment applicable to next increment date;
 - (vi) continuation of all Benefit Plans;
 - (vii) seniority credits (in accordance with receiving Collective Agreement).

The following Portability Guidelines are not part of the Collective Agreement but are here for guidance in interpretation

Guidelines for the Implementation of the Memorandum re: Portability

1. *The provisions of the Portability Memorandum shall be effective [retroactive to] April 1, 2002.*
2. *Where portability is implemented retroactively, the items ported shall be on a "go forward" basis. No processes [e.g. vacation selection, vacancy selection] or access to benefits [e.g. income protection] shall be adjusted retroactively.*
3. *The onus is on the nurse to advise her/his new Employer that there are benefits/seniority to port.*
4. *The provisions of the memorandum only apply where a nurse terminates from one Employer and commences employment with another Employer. It does not apply to "merge" employment/benefits etc. from two or more Employers to one of those Employers.*
5. *Once notified of portability of benefits/seniority, the receiving Employer shall notify the sending Employer by forwarding a "Portability Form" to the sending facility. That facility will complete the form as soon as possible and forward to the receiving facility. The Portability Benefits Transfer Form shall be provided in its entirety to the receiving Union.*
6. *Portability applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are ported at the time of employment. Should the nurse not obtain a permanent position in accordance with the new Employer's collective agreement, all seniority and benefits shall terminate, unless she/he in turn obtains employment with another MNU Employer where portability applies, and within the time lines specified.*
7. *Employment terminates with the sending facility and commences with the receiving facility, in order for Portability to apply. Therefore, accrued vacation is paid out by the sending facility; only the accrual rate is ported.*
8. *A nurse who occupies a casual position at a receiving facility AND a permanent or term position at a sending facility, AND who subsequently obtains a permanent or term position at a receiving facility, will be allowed to transfer seniority and benefits accrued in the permanent or term position at the sending facility, to the newly acquired permanent or term position in the receiving facility. The seniority accrued as a casual at a receiving facility cannot be added to the seniority being transferred with the permanent/term position.*

NOTE: Current contract provisions re placement on salary scale when nurses resign a permanent or term position and remain on the casual roster continue to apply.

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

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

- (a) All provisions of the Collective Agreement shall apply except as noted herein.
- (b) Occupied positions will not be deleted in order to create a Weekend Worker position(s).
- (c) A nurse working a weekend schedule will be scheduled to work on every weekend. This may include working one or all days on the weekend as well as shifts during the week. Article 1504(d) and 3404 shall not apply to Weekend Workers.
- (d) Weekend Workers positions shall be posted in accordance with the provisions of the Collective Agreement.
- (e) A nurse replacing a Weekend Worker shall not be entitled to the rate of pay applicable to the Weekend Worker. However, the Weekend Worker who interchanges a shift with a non Weekend Worker shall be paid at her/his 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.

20. Re: Increase of EFT

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

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

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

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

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

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

1. A nurse employed by the Employer who is elected to the full-time position of President of the Manitoba Nurses' Union, shall be considered as continuing in the employ of the Employer during the nurse's term of office as President of the Manitoba Nurses' Union and shall be considered to be seconded to the Manitoba Nurses' Union during the term of office.
2. For the purposes of administering the period of secondment, the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall function as the official contact person in any dealings with the Employer. In addition the Accounting and Information Technology Coordinator of the Manitoba Nurses' Union shall be accountable for:
 - (i) notifying the Employer, in writing, of the official commencement and termination date of the President's term of office;
 - (ii) determining the bi-weekly payroll record of the President and notifying the Employer of same.

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

3. Reimbursement of Employer Costs

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

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

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

4. Income Protection

- (i) The Union President will accumulate income protection credits at the rate of one and one-quarter (1.25) days per month during the period of secondment. In the event that the Manitoba Nurses' Union President is absent during the secondment period due to accident or illness and the income protection credits accumulated during the period of secondment are insufficient to cover full payment of sick leave, the Employer will pay the Manitoba Nurses' Union President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs (ii) and (iii) below.
- (ii) Upon the nurse's return to work following the period of secondment the amount of income protection accumulated during the period of secondment will be reconciled against the amount of income protection utilized during this same period. In the event the difference is positive i.e. the amount accumulated is greater than the amount utilized, the nurse will be eligible to utilize the difference (unutilized income protection credits) at a future date. It is understood that utilization of these income protection credits may only occur once the nurse exhausts all income protection credits accumulated during her/his normal course of employment with the Employer.
- (iii) It is further understood that these income protection credits shall not be stored in the nurse's income protection bank within the computerized payroll system. Following the period of secondment, a record of these credits will be provided to the nurse along with a copy in the personnel file of the nurse. In the event and at the point that the nurse wishes to utilize these income protection credits, she/he will advise the Human Resources Department. The Employer will pay said income protection and bill the Manitoba Nurses' Union for the cost.

5. Disability & Rehabilitation Plan (D & R)

The President will have coverage under the HEBP Disability & Rehabilitation (D & R) Plan. During the D & R elimination period, if income protection credits earned during the period of secondment are insufficient to cover full payment, the Employer will pay the Manitoba Nurses' Union President from income protection credits accumulated prior to the secondment period and bill the costs to the Manitoba Nurses' Union, subject to paragraphs 4.(ii) and 4.(iii) above.

6. Accumulation of Paid Vacation

The President will accumulate vacation credits at the rate of six (6) weeks per year.

For the purposes of reconciliation, the Employer is financially responsible for the vacation earned by the nurse while she/he is engaged in her/his normal course of employment with the Employer and the Manitoba Nurses' Union is financially responsible for the vacation earned by the nurse during the period of secondment.

7. Seniority/Service

(i) Seniority shall continue to accrue during the period of secondment.

(ii) Following the expiry of the period of secondment, the Manitoba Nurses' Union President's normal increment date will be delayed for a period of time equivalent to the period of secondment. The time worked between the date of the last increment to the date that the nurse assumed the office of Manitoba Nurses' Union President shall count toward the granting of the next increment.

8. This Memorandum of Understanding shall remain in force until revised by mutual agreement between the parties or until terminated by either party.

22. Re: Letter of Understanding – HEPP COLA Fund

The Parties have reached agreement concerning the establishment of a HEPP COLA Fund in accordance with the following:

1. COLA Fund - A "COLA" Fund(s) will be established effective April 1, 2014.
2. Dedicated COLA Monies - The monies contributed to the "COLA" Fund(s) will be "dedicated" monies for the specific purpose of providing ad hoc COLA adjustments to HEPP Retirees.
3. Equal Contributions - The "COLA" Fund(s) will be funded by equal contributions from Employers and Employees.
4. Funding: - Effective the following dates – COLA contributions, in the amounts per year, listed following from each of the Employer(s) and Employee(s) shall apply.

Employer:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

Employee:

- April 1, 2014 = 0.80% of regular pensionable earnings - to increase effective
- April 1, 2015 = 1.00% of regular pensionable earnings.

- All contributions to the Fund(s) shall be allocated using a method that is in compliance with applicable legislation, the HEPP Plan Text and HEPP Trust Agreement.
- It is understood and agreed that these contributions shall continue at the specified rates notwithstanding the realization of any surplus funds in any HEPP account unless otherwise agreed by the Plan Settlers

5. Cola Funds - The COLA monies shall be reserved solely for the creation of two, distinct and dedicated COLA Funds with specific allocation as follows:
 - HEPP COLA Fund # 1 - effective April 1, 2014 - for Employees who retire on or after October 1, 2009 shall have an allocation of 0.80% and, effective April 1, 2015, shall have an allocation of 0.90% of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Active Employees Fund").
 - HEPP COLA Fund # 2 - effective April 1, 2015 - for Employees who retired on or before September 30, 2009 shall have an allocation of 0.10% of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Past Retirees Fund").
6. Segregated Fund(s) - it is the intent of the Parties to establish segregated COLA Fund(s), accordingly:
 - It is understood that statutory exemption may be required to establish the COLA Funds as intended and the Plan Settlers agree to make joint application to the Province of Manitoba to seek changes and or exemptions as may be required.
 - The Plan Settlers also agree to make all reasonable efforts to address and resolve any additional statutory or regulatory issues that may pose a barrier to establishing the COLA Fund(s) as intended - including whether the Plan's status as a Specified Multi-Employer Pension Plan (SMEPP) is affected and in need of any changes as a result of additional contributions to the COLA Fund(s).
7. There shall not be any transfer or allocation of monies from the Active Employees Fund to the Past Retirees Fund without the express agreement of the Plan Settlers.
8. Surplus monies from the Past Retirees Fund may be transferred to the Active Employees Fund at the discretion of the Plan Trustees.
9. Contributions to the Past Retirees Fund shall continue as long as required to pay benefits to eligible pensioners. Thereafter, the contributions dedicated to the Past Retirees Fund shall be allocated to the Active Employees Fund.

10. COLA Payment - Earliest Start Date - April 1, 2018.
 - Maximum = 2/3 CPI (Canada) per year.
 - Ad hoc - as Fund will allow.
11. Implementation Committee - immediately following conclusion of collective bargaining:
- An Implementation Committee shall be formed consisting of Employer Settlers, Union Settlers and HEPP Administration.
 - The role of the Implementation Committee shall be to discuss, research and develop a model for the implementation of COLA as per the principles set out in this agreement.
 - It is understood that the Committee may be required to seek legal and/or actuarial advice in doing their work.
 - Following completion of their work the Committee will make recommendations to the HEPP Board of Trustees for their consideration and implementation.

23. Re: Regional Nursing Advisory Committee

WINNIPEG REGIONAL NURSING ADVSORY COMMTEE (NAC) PARTICIPANTS COMMUNITY CARE

Public Health Nurses Worksite 1
 Home Care Nurses Worksite 97
 Breast Health Centre Nurses Worksite 132
 Clinical Nurse Specialists Worksite 134
 Nurse Practitioners/RNEP Worksite 141
 Primary Care Nurses Worksite 142

24. Re: Inter-facility Position(s)

Applicable only to Health Sciences Centre, St. Boniface, Grace, Seven Oaks, Concordia, Victoria, Misericordia, Riverview, WRHA Public Health, WRHA Home Care, Breast Health Centre, WRHA CNS, Pan Am Clinic, Primary Care and Nurse Practitioners:

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 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 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 her/his 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.
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 she/he 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.

25. Re: Nurses in Inter-facility Positions

The Employer and the Union agree they will work together to identify nurses who are currently in inter-facility positions. Memorandum(s) [as referenced in #7 of the Memo Re: Inter-facility Position(s)] will be developed to cover these nurses and the conditions that apply.

26. Re: Staff Mobility Within the Following Facilities/Programs of the WRHA System

Applicable only to Health Sciences Centre, St. Boniface, Grace, Seven Oaks, Concordia, Victoria, Misericordia, Riverview, Deer Lodge, WRHA Public Health, WRHA Home Care, Breast Health Centre, WRHA CNS Pan Am Clinic ,Primary Care, Nurse Practitioners and Regional Programs:

WHEREAS it is the desire of, and in the best interest of, the parties to work toward the avoidance of job loss by providing for the mobility of employees within the WRHA system;

AND WHEREAS the parties recognize that it is in the best interest of patient care to retain the knowledge and expertise of health care providers within the programs;

AND WHEREAS the parties wish to promote career opportunities by removing systemic barriers;

NOW THEREFORE the parties agree as follows:

1. This memorandum is attached to and forms part of the Collective Agreement between the undersigned parties.
2. The parties agree to work towards a systemic labour adjustment plan utilizing a regional attrition model where reasonable, and utilizing any other programs as agreed to by the parties, (e.g. VSIPs, ERIPs, Training, EAP, etc.).
3. In the event that this Memorandum of Understanding conflicts with the terms of any existing Collective Agreement between the parties, the terms of this memorandum shall prevail over the terms of the Collective Agreement (unless otherwise specified).

4. (a) In the event of a transfer/closure/consolidation/merger of one or more of the programs and/or facilities, the Employer(s) will notify the unions, where possible*, at least ninety (90) days prior to the implementation date unless otherwise provided for in the applicable Collective Agreement. The Employer(s) will determine the estimated number and types of positions available, and update such data as the reconfiguration/implementation plans are defined.

*lesser notice may be given only in exceptional circumstances.

- (b) The Employer(s) and Union(s) shall meet within thirty (30) days of notice provided for in 4 (a) to discuss issues arising out of the transfer of employees.
- (c) The Employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the Union(s):
- positions affected at the sending facility/program.
 - number of vacancies and new positions created at the receiving facility/program
 - up to date seniority lists
 - pertinent classification information
 - relevant time frames

5 **Staff Mobility**

A. **Transfers with Programs**

- (i) When programs are transferred, consolidated, or merged from one facility/program or facilities/programs to another, the Employer(s) will determine the number of staff required by classification.

Qualified employees within the transferring program will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected based on mobility seniority. Where an insufficient number of staff by classification volunteer to move, the sending facility(s)/program(s) shall fill the remaining positions in the program by utilizing the job posting/recall procedures in the applicable Collective Agreement(s).

If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer employees from the sending facility/program to fill the vacancies commencing with the most junior qualified employee.

- (ii) Employees who are transferred in accordance with this memorandum shall retain seniority as described in (6) below, service and other portable benefits as set out in the Letter of Understanding on Redeployment Principles, and will be treated in all respects as if they had always been employees of the receiving facility/program.
- (iii) The receiving facility/program will provide an orientation period to employees transferring to a new program site. The orientation period shall be of sufficient duration to assist the employee in becoming familiarized with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.
- (iv) No new probationary/trial period will be served by transferring employees. Any transferring employee who had not yet completed their probationary period at the sending facility will complete the balance of the period required at the receiving facility.

Should the transferred employee decide not to remain at the receiving facility/program, such employee shall provide written notice to the receiving facility/program no later than sixty (60) days following the date of transfer. The employee shall be entitled to be placed on the Central Redeployment list and the recall list of the sending facility/program.

B. Temporary Transfer of Employees

- (i) To facilitate temporary transfers to facilities/programs experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another facility/program shall be offered the opportunity to work in the facility(s) /program(s) experiencing the need for additional employees.
- (ii) Temporary transfers shall not be implemented until the applicable provisions of the Collective Agreement of the receiving facility/program relating to the assigning of occasional additional shifts are fulfilled.
- (iii) The temporarily transferred employees will continue to be covered by the terms of the sending facility's/program's Collective Agreement.

- (iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the facility(s) /program(s) reserve the right to transfer employees, commencing with the most junior qualified employee at the sending facility/program.
- (v) Orientation as set out in (5)(a)(iii) above will be provided if reasonably possible.

C. Voluntary Transfers to Vacancies

As bargaining unit vacancies arise that any of the Facilities/Programs intend to fill, the following procedures will apply:

- (i) Vacancies will be filled in accordance with the provisions of the applicable Collective Agreement.
- (ii) An internal and city-wide posting may occur simultaneously. Employees from other facilities/programs will have the right to apply for said vacancy.

If the selected employee is a current employee of one of the facilities/programs of the WRHA System, that employee will be entitled to transfer all seniority, service and other benefits as set out in the Letter of Understanding on Redeployment Principles and will be treated in all respects as if they had always been an employee of the receiving facility/program. In addition, hours worked since the last increment shall be credited towards the next increment level.

- (iii) Where there are no qualified internal applicants, positions will be awarded in the following order:
 - Recall of laid off workers from the facility/program posting the vacancy (unless otherwise stipulated in the applicable collective agreement);
 - Applicants from the Redeployment List;
 - Applicants from one of the other facilities/programs of the WRHA System;
 - Applicants external to the facilities/programs of the WRHA System.

6. Seniority

- A. Seniority lists will be maintained in accordance with the Collective Agreements for internal purposes at each facility/program.

- B. Mobility seniority for the purposes of this memorandum will be calculated as follows:

“Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer”.

- C. Transferring employees will be treated in all respects as though they had always been employed at the receiving facility/program.
- D. To ensure the accuracy of the calculation of the mobility seniority, the Employer(s) will provide sufficient information to verify an accurate calculation has been made.

- E. Any employee who:

- (i) has utilized a redeployment number in the past to obtain a position but was not permitted to transfer seniority credits at the receiving facility/program, or
- (ii) has voluntarily transferred to another facility/program between 01 January 1998 and the effective date of this memorandum,

shall be entitled to an adjustment of seniority which will reflect cumulative seniority earned both at the sending and receiving facilities. Processes contingent on seniority implemented prior to date of signing will not be adjusted retroactively, (e.g. bumping, vacation preference).

7. **Staff Mobility Dispute Resolution Mechanism**

This dispute resolution mechanism shall not be utilized to resolve disputes which could be addressed through the grievance arbitration procedure(s) set out in the applicable Collective Agreement.

Should a dispute(s) arise between a signatory Union(s) and a signatory employer(s) regarding the application, interpretation or alleged violation of this Memorandum of Understanding, the parties concerned shall meet within twenty (20) calendar days and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved after such meetings, any party to the dispute may within a further ten (10) calendar days refer the matter(s) to arbitration.

The parties to the dispute shall select a mutually agreed Arbitrator within ten (10) calendar days following such referral to arbitration. Should the parties fail to agree upon an Arbitrator, either party may forward a request to the Manitoba Labour Board.

The above time limits may be extended by mutual agreement and shall be confirmed in writing.

The Arbitrator shall set his/her own procedures for hearing the dispute and may accept any evidence he/she deems appropriate.

The decision of the Arbitrator shall be final and binding upon the parties to the dispute.

Any costs incurred by either of the parties to the dispute, preceding or during arbitration proceedings, shall be borne by the parties incurring such costs, but cost of the Arbitrator shall be borne by the parties in equal shares.

27. *Re: Memo of Interpretation re Staff Mobility Within the Following Facilities/Programs of the WRHA System*

Applicable only to Health Sciences Centre, St. Boniface, Grace, Seven Oaks, Concordia, Victoria, Misericordia, Riverview, Deer Lodge, WRHA Public Health, WRHA Home Care, Breast Health Centre, WRHA CNS , Pan Am Clinic ,Primary Care, Nurse Practitioners and Regional Programs:

The parties agree that for the purposes of implementing the Memorandum of Understanding Regarding Staff Mobility Within the above-listed Facilities/Programs of the WRHA System, interpretation shall be as follows:

It is agreed that should it be necessary to transfer nurses with programs from one facility/program to another in accordance with the provisions of Article 5 (A), the Employer shall endeavor to the greatest degree possible, to transfer such nurse into a position which is within .2 of the EFT of the position occupied by the nurse at the sending facility/program.

It is further agreed that should it be necessary to temporarily transfer nurses from one facility/program to another, in accordance with Article 5(B), as much notice as possible shall be provided to such nurse. Should the temporary transfer be required during the course of a scheduled shift, travel time from the sending to the receiving facility/program shall be considered time worked. If personal transportation is not available, transportation will be provided.

It is further agreed that periods of orientation in Article 5A(iii) and 5B(v) shall be considered time worked.

28. Re: Mobility

Applicable only to Health Sciences Centre, St. Boniface, Grace, Seven Oaks, Concordia, Victoria, Misericordia, Riverview, Deer Lodge, WRHA Public Health, WRHA Home Care, Breast Health Centre, WRHA CNS , Pan Am Clinic ,Primary Care, Nurse Practitioners and Regional Programs:

The parties agree that for the purposes of implementing the Memorandum Regarding Staff Mobility Within the listed Facilities/Programs of the WRHA System and the Memorandum Regarding Interpretation re Staff Mobility Within the listed Facilities/Programs of the WRHA System, the following shall apply:

1. The primary emphasis of the Mobility Agreement is to facilitate the voluntary transfer of nurses with programs, to vacancies, or on a temporary basis.
2. The Employer agrees that the provisions of Section 5 (B) (iv) of the Mobility Agreement shall be utilized only under extenuating and emergency circumstances, and further, shall be implemented only in accordance with the provisions of Article 1001 of the Collective Agreement.
3.
 - (a) Issues related to orientation will be referred immediately to the Regional Nursing Advisory Committee (WHA), in order to ensure a standardized, effective orientation structure, duration and content across the WHA system.
 - (b) Orientation for nurse(s) transferring with programs shall be provided in accordance with Section 5 A (iii) of the Mobility Agreement and shall take into consideration the individual needs of the transferring nurse(s).
 - (c) Orientation for nurse(s) temporarily transferring to another facility in accordance with the provisions of Section 5 B of the Mobility Agreement and section #2 of this Memorandum, shall be provided in accordance with 5 A (iii) of the Mobility Agreement, if reasonably possible.
4.
 - (a) It is agreed that 5 A (ii) of the Mobility Agreement shall include portability of hours of service since the last increment for purposes of calculating the next increment.
 - (b) It is agreed that vacation earned at the sending facility shall not be paid out upon transfer unless the nurse requests.
5. The statement re: “personal transportation” in the Memorandum of Interpretation re: Staff Mobility will be expanded to include the following:

Return transportation will be provided by the Employer, if the nurse requests transportation or if personal transportation is not available. If personal transportation is utilized, the following shall apply:

- (a) Parking in close proximity to the “receiving facility” will be made available.
- (b) Parking expenses shall be reimbursed to the nurse by the Employer.
- (c) The nurse shall be eligible for transportation reimbursement in accordance with the prevailing Province of Manitoba mileage rates in accordance with the following formula, subject to a minimum guarantee of four dollars (\$4.00):

Distance (in kms) from the nurse’s home to the “receiving facility” minus the distance (in kms) from the nurse’s home to the “sending facility”.

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.

29. Letter of Understanding Supplementary to the Collective Agreement Re: Guidelines for the Implementation of the Memorandum re: Mobility

Agreed Between the Manitoba Nurses' Union and Employers in Winnipeg Hospitals - October 29, 1999 – and as amended subsequently in 2002, 2004 and 2008

1. **Increments:** Nurses having a permanent or term position in a sending facility, will be allowed to transfer their "hours worked" for purposes of determining when they are entitled to their next increment, when they secure a permanent or term position at a receiving facility. Casual nurses are NOT allowed to transfer such hours.
2. **Vacation:** Vacation earned at the sending facility shall not be paid out upon transfer unless the nurse requests. If a person elects to have vacation transferred, it does not mean that the previously approved vacation dates will be honored at the receiving facility. Only the amount of time which has to be taken in accordance with the new facility's Collective Agreement will be honored and operational requirements will be taken into account.
3. **Probationary Period:** As with any other voluntary transfer to a permanent position in a facility other than one in which a nurse is currently working, she/he is subject to a probationary period. When a nurse transfers with a program, as per Section 5A (iv) of the Mobility Memo, she/he is not subject to a probationary period unless she/he has not yet completed her/his probationary period at the sending facility.

4. **Trial Period:** Section 5A (iv) of the Mobility Memo specifically states there will be no new trial period or probationary period for nurses who are transferring with programs. As stated above, only nurses who have not completed their probationary period with a sending facility will be expected to complete it at the receiving facility. If a nurse voluntarily transfers from a sending to a receiving facility, she/he is subject to a probationary period in accordance with the collective agreement. She/he is not subject to a trial period as a "new" employee.
5. **Pre-Retirement Credits:** To be calculated in days at the sending facility.
6. **Terms:** Mobility applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are ported at the time of employment. Should the nurse not obtain a permanent position in accordance with the new Employer's collective agreement, all seniority and benefits shall terminate, unless she/he in turn obtains employment with another MNU Employer where mobility or portability applies, and within the time lines specified.
7. **More Than One Position at Same Facility/Site:** As of January 1, 1998, nurses moving from a sending facility shall have portability of seniority* and benefits when transferring to a receiving facility, regardless of the bargaining unit(s) involved.

* Full seniority as defined in 6B of the memo re Mobility Seniority

8. **Positions at More Than One Facility:**
There can only be one sending and one receiving facility. Even if a nurse has more than two (2) permanent positions, (at more than one facility) she/he will only be able to port the seniority and benefits from one of the facilities when she/he voluntarily transfers to a receiving facility.

Transfer of seniority and benefits shall be applicable to all nurses, including those who are on lay off, currently employed in a permanent or term position who secure a permanent or term position in a receiving facility in which they don't currently hold a permanent position.

Section 5C(ii) means a nurse who is/was employed by an Employer who is awarded a position with another Employer covered by the Mobility Memorandum and who commences employment with her/his new Employer covered by the Mobility Memorandum within six (6) weeks of termination of employment from her/his former Employer, will be entitled to transfer all seniority, service and other benefits as per the Mobility Memorandum.

9. A nurse who occupies a casual position at a receiving facility AND a permanent or term position at a sending facility, AND who subsequently obtains a permanent or term position at a receiving facility, will be allowed to transfer seniority and benefits accrued in the permanent or term position at the sending facility, to the newly acquired permanent or term position in the receiving facility. The seniority accrued as a casual at a receiving facility cannot be added to the seniority being transferred with the permanent/term position.

NOTE: Current contract provisions re placement on salary scale when nurses resign a permanent or term position and remain on the casual roster continue to apply.

10. The Local President at a receiving facility will be provided with written notification regarding each nurse's mobility seniority at the time of her/his transfer. In that regard, the following specific data shall be provided:
 - Start date at sending facility
 - Seniority (hours)
 - Seniority date at sending facility
 - Termination date at sending facility
 - Start date at receiving facility.
11. Bridging Time for the Purposes of Mobility: A nurse who commences employment with the receiving facility within six (6) weeks of termination of employment with the sending facility will be entitled to mobility of seniority, service and benefits as above.
12. Program Transfers: Posting Positions at Sending Site: Job postings under Section 5A(i) shall only occur if there are deletions or layoffs at the sending facility(s) associated with the transferred program and shall only be available to those staff at the sending facility that hold a permanent position.
13. The Mobility Benefits Transfer Form shall be provided to the receiving Union in its entirety effective March 27, 2008.
14. A nurse shall be placed at the greater of her/his salary level at the sending facility, or in accordance with the recognition of previous experience clause(s) in Article 38.
15. The parties agree that seniority shall not transfer across sectors.

30. Joint Nursing Position Classification Process

The Parties have mutually agreed to the development and implementation of a “Joint Nursing Position Classification System” based on the following agreed to principles:

1. This “Position Classification Process” will promote standardization and consistency in nursing position classifications provincially by applying standardized evidence informed criteria.
2. A Joint Committee will be struck within 90 days of ratification of the MNU Collective Agreement.
 - Committee membership shall be six (6) MNU and six (6) Employer representatives.
 - The MNU representatives will be as selected/appointed as follows:
 - President, Manitoba Nurses Union
 - 2 MNU members (appointed by MNU)
 - Director of Labour Relations, MNU
 - 2 Labour Relations officers (appointed by MNU)”
 - The Employer representatives will be as selected/appointed as follows:
 - Director, Labour Relations Secretariat (LRS)
 - 2 Nursing Leadership (appointed by WRHA)
 - 1 Nursing Leadership (appointed by HPSEN)
 - 1 Human Resources Leader (appointed by WRHA)
 - 1 Human Resources (appointed by PHRC)
3. The “Position Classification Process” will exist without prejudice to any position either party may take with regard to the classification of any position within the bargaining unit.
4. The classification system process will not vary or alter the Collective Agreement nor does it change the language, application or intent of the Collective Agreement.
5. The “Position Classification Process” will include a dispute mechanism to address a disagreement by either party on a classification decision.
6. The initial focus of the “Position Classification Process” will be a review of;
 - newly created positions; and
 - requests for reclassification of existing positions by the Employer and/or the MNU and/or the nurse.

7. The next step for the “Position Classification Process” would be a review of all positions within the system.
8. The parties agree that there will be no declassification of occupied existing positions. If the outcome of the “Position Classification Process” results in a decrease to the classification of an occupied existing position(s), the incumbent(s) would be “PIO’d” for as long as they remain in that specific position.
9. The “Position Classification Process” will be based on the principles that it is the job that is evaluated – not the individual’s performance of the job.
10. All parties commit to ensuring the integrity and validity of the process is maintained at all times.

Provincial Joint Nursing Position Classification Committee Guiding Principles

- All parties commit to the development and implementation of a joint nursing position classification system.
- This system will promote standardization and consistency in nursing position classifications provincially by applying standardized evidence informed criteria.
- Committee will be struck within 90 days of ratification of the Collective Agreement.
- The process exists without prejudice to any position either party may take with regard to the classification of any position within the bargaining unit.
- The process will not vary or alter the Collective Agreement nor does it change the language, application or intent of the Collective Agreement.
- The position classification process will include a dispute mechanism to address a disagreement by either party on a classification decision.
- Initial focus will be a review of:
 - Newly created positions
 - Requests for reclassification of existing positions by Employer and/or MNU and/or the nurse.

- Next step would be a review of all positions.
- No declassification of occupied existing positions.
 - If decision is to decrease class, incumbent would be PIO'd
- It is the job that is evaluated – not the individual's performance of the job.
- All parties commit to ensuring the integrity and validity of the process is maintained.

31. *Grievance Investigation Process*

The process is intended to create a harmonious relationship in order to promptly resolve grievances in an economical fashion.

On this basis, the parties are committed to the utilization of the following process where it is mutually agreed to be appropriate.

In the event that either party states that it is inappropriate to utilize the process and prior to a failure to utilize the process, the Director of Labour Relations of the MNU and the Director of the LRS 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 September 1, 2014 to the date of ratification of a new collective agreement, and subject to the Term of the Agreement.
2. The Grievance Investigator shall be an individual jointly approved by the MNU and representatives of the employer (Labour Relations Secretariat). The terms of appointment of the Grievance Investigator shall be set out in a separate document between the MNU, the LRS and the Grievance Investigator.
3. It is recognized that Grievance Investigation is a voluntary process and either party may request that any grievance be submitted to grievance Investigation, however both parties must agree on each case to be so submitted. Where such mutual agreement cannot be reached then the provisions of the Collective Agreement regarding Arbitration shall apply.

4. It is understood that the opinion of the Grievance Investigator is advisory in nature and is non-binding on either party. Where one or both of the parties does not accept the opinion of the Investigator then the option shall remain to utilize the Arbitration procedure contained in the Collective Agreement.
5.
 - a) It is understood that where the parties agree to abide by the opinion of the Investigator, it is done so on a without precedent or prejudice basis.
 - b) An opinion expressed by the Grievance Investigator regarding any issue shall not be submitted to any future Grievance Investigation nor to any Arbitrator.
6. The Grievance Investigator shall conduct an investigation into each grievance jointly submitted to her/him. It is expected that a hearing will be required in the normal course of the investigation. Within seven (7) days of a grievance being submitted to her/him, the Grievance Investigator shall schedule a hearing to be held within the thirty (30) day period following submission to her/him. The Grievance Investigator is empowered to fulfil her/his role in any manner deemed by her/him to be most effective given the individual circumstances of each case. The Grievance Investigator's general role is to:
 - a) Investigate each grievance jointly submitted
 - b) define the issue(s) in dispute
 - c) provide an opinion as to an appropriate resolution of the dispute.
 - d) otherwise assist the parties in reaching a resolution.
7. The Grievance Investigator is expected to give a verbal opinion at the conclusion of a hearing, and to submit a brief written opinion to each of the parties within seven (7) calendar days following a hearing. Where no hearing is held, it is expected that the Grievance Investigator will provide her/his written opinion within seven (7) calendar days following completion of her/his investigation.
8. Where either or both parties choose not to accept the opinion of the Grievance Investigator, they shall, within seven (7) calendar days following receipt of the Investigator's written opinion, submit it in writing to both the Investigator and the other party, their reasons for non-acceptance. Such reasons shall not be admissible at any future arbitration hearing or Grievance Investigation proceeding.
9. The parties shall jointly prepare guidelines to assist the Grievance Investigator in meeting the expectations of the parties. These guidelines may be amended from time to time during the collective agreement as circumstances warrant and as mutually agreed. The parties shall meet on a province wide basis through staff representatives of the MNU and the LRS at the request of either of these two bodies, but not less frequently than every six (6) months to review the operation and utilization of the Grievance Investigation Process.

10. Nothing shall preclude the parties from resolving any grievance in any mutually agreed manner either before, during or after its referral to the Grievance Investigation Process.
11. It is expressly understood that the Grievance Investigation Process is intended to provide a cost-effective, informal, and timely alternative to conventional arbitration.

Part 2 SUBMISSION OF GRIEVANCE

1. In all cases the grievance procedure contained in the Collective Agreement will continue to apply, however, where the grievance procedure has been exhausted and a party has certain time limits to refer the matter to arbitration, that party might instead within this time limit, advise the other party in writing of its desire to refer the matter to the Grievance Investigation Process. Where such a request is made, the time limits referenced in the grievance/arbitration procedure shall be temporarily suspended until:
 - a) the other party advises the party who has made such a request that it does not agree to refer the matter to the Grievance Investigation Process, or
 - b) fourteen (14) calendar days have elapsed from the date the request was made and the other party has failed to respond, or
 - c) fourteen (14) calendar days have elapsed from the date upon which the Grievance Investigator issued his written opinion.

When any one of the events referred to in a), b) or c) above occur the time limits for referring the matter to arbitration shall commence as if the grievance procedure had been exhausted on that date.

Part 3 HEARINGS

1. Hearings will normally be held on the premises of the facility where the grievance originated from, however, the Investigator may, with the consent of both parties, choose a more appropriate location in such instances as where several grievances originating from different locations can be heard at the same hearing.
2. The parties agree not to be represented at any Grievance Investigation hearing by legal counsel. Attendance at hearings shall be limited to a maximum of four (4) employees from the bargaining unit and/or the Union, and four (4) Employer and/or LRS representatives. This stipulation shall not prevent the Grievance Investigator from requesting the attendance of any other person who can assist in clarifying the issue in dispute.

3. The parties agree to provide the Investigator with a jointly prepared statement of facts in an effort to narrow the scope of any dispute and to minimize the need to present evidence through witnesses. The Grievance Investigator may through the course of her/his investigation determine additional facts relevant to the resolution of the matter and shall advise the parties accordingly.
4. Hearings shall be held in an informal manner, however, the Investigator shall conduct any hearing in a manner deemed by her/him to be effective. Witnesses will not give evidence under oath but the Investigator may act as a participant in attempting to resolve areas of conflicting evidence.
5. Each party shall pay for their own costs associated with any witnesses (wages, payroll costs and expenses) that are used to provide information as part of their evidence.

The Employer will be responsible for paying the grievor for the time of attendance at the GIP hearing at straight time rates.

Part 4 GUIDELINES FOR GRIEVANCE INVESTIGATOR

1. The Grievance Investigator shall be expected to accept the role for the life of the collective agreement.
2. While appointed the Grievance Investigator may not act on behalf of one of the parties either as counsel or nominee at conventional arbitration. She/he may serve as sole arbitrator or chairman of an arbitration board hearing a dispute involving one or both of the parties except in the case of a dispute which has previously been referred to her/him in her/his capacity as Grievance Investigator.
3. While it is not expected to be as detailed as an arbitrator's award, the parties do expect the written opinion to be a concise statement of the reasoning followed in reaching her/his conclusions. A detailed review of the positions of the parties or arbitral jurisprudence is not expected nor is any recounting of non-germane fact or argument. The opinion should contain sufficient information to assist the parties in preventing similar future disputes.
4. The parties shall each pay for their own costs associated with referring and processing a grievance through the Grievance Investigation Process except that the parties shall jointly and equally share the fees and expenses of the Grievance Investigator.
5. The Grievance Investigator is empowered to consider any grievable matter put to her/him by the parties including a question of whether or not an issue is grievable.

6. The opinion of the Grievance Investigator is expected to be an informed estimate of the likelihood of the grievance being sustained or denied in the event of it being referred to arbitration.
7. The Grievance Investigator will be provided with any documentation which might provide assistance to her/him carrying out her/his role.

32. Group Self Scheduling

The Employer and the Union mutually agree that the following conditions and understandings apply to group self-scheduling:

1. The procedure to be followed for the trial and implementation of group self-scheduling shall be as follows:
 - (a) A meeting of all nurses on the unit who wish to participate in group self-scheduling and senior nursing management will be held to discuss tentative group self-scheduling guidelines, a Master Rotation and proposed date of commencement of the trial period. A letter will be forwarded to the Local/Worksite President to inform her/him of the proposed changes.
 - (b) The length of the 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 trial period, a meeting of all participating nurses on the unit and senior nurse management will be held to evaluate group self-scheduling.
2. There must be mutual agreement between the Employer and the Union and senior nursing management to continue with group self-scheduling, otherwise the Collective Agreement provision on Hours of Work, Article 14 shall apply. Group self-scheduling may be cancelled 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. 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 may participate in Group Self-Scheduling.

5. Terms and conditions of the Collective Agreement, Appendices and Supplementary Memorandums of Understanding shall remain in full force and effect.
6. Unit specific guidelines for self-scheduling shall be established/revised for each unit in consultation with the Union. All self-scheduling groups shall follow the attached general guidelines and are subject to approval by both the Union and the Employer. The provisions of the Collective Agreement including hours of work, shift schedules and overtime shall be adhered to.
7. The Master Rotation must be in place for each unit 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 her/his line on the Master Rotation shall be permitted to do so. All nurses hired into a position(s) on the unit shall be provided with the option of following the Master Rotation or Self-Scheduling, however, the nurse(s) shall complete the self-scheduling 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 her/his shift schedule in accordance with her/his 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 her/his out-of-scope manager 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 memo shall apply to any nurse or group of nurses whether or not they have a master rotation.

Note: See attached for Group Self-Scheduling Guidelines

GROUP SELF-SCHEDULING GUIDELINES

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

General Information

1. The group self-scheduling guidelines must follow the provisions of the Collective Agreement.

2. The guidelines are generic and are used on all units that practice group self-scheduling.
3. Group self-scheduling is a process whereby a group of 2 or more nurses 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.
4. The out-of-scope Manager has the responsibility of overseeing the process and has final authority in resolving issues.
5. Any nurse within a unit may opt for group self-scheduling or a master rotation.
6. A nurse opting for group self-scheduling has the option of changing to the master rotation and a nurse opting for a master rotation has the option of changing to group self-scheduling. The timing of these changes is prior to the next set of selection of hours and is subject to #8 of the Group Self Scheduling MOU.
7. 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.
8. Group self-scheduling meetings should 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.

GUIDELINES

1. The Employer established master rotation will be used as the basis for each nurse within the group self-scheduling unit.
2. Nurses within the self-scheduling group are not allowed to schedule themselves in a way that would incur any overtime costs, unless pre-approved by their out of scope Manager.
3. Each nurse must work a minimum of one (1) shift within each pay period.
4. Shifts can be interchanged once selections are completed, however all nurses may be recommended to work a minimum of four (4) week day shifts in a six (6) week period in order to maintain adequate experience and for evaluation purposes.

5. The self-scheduling group must comply with the provisions of the Collective Agreement and meet the deadlines of these guidelines and the current posting practices.
6. Terms and conditions of the Collective Agreement, Appendices and Supplementary Memorandums of Understanding shall remain in full force and effect.
7. EFT requirements will be averaged over the three (3) consecutive bi-weekly periods in the shift schedule pattern or two (2) biweekly periods where it exists.
8. Out of scope Managers 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 must approve the proposed schedule prior to it being posted as part of the unit posted schedule.
9. Vacation scheduling will be done in accordance with Article 21.
10. Each nurse within the self-scheduling group must fulfill their base EFT for the posting period.
11. All changes to the self-scheduling group schedule must be confirmed with the out of scope Manager in accordance with Article 1502.

33. *Joint Safe Patient Care Committee*

In the interest of safe patient care and safe nursing practice, the parties agree to establish a Tripartite Manitoba Nurses Union/Employer/Manitoba Health Committee to review and make recommendations on issues of mutual interest to ensure effective and safe health care service delivery.

Topics will include but are not limited to:

- a) Nursing practice conditions
- b) Safety of patients and nurses
- c) Safe staffing model(s)
- d) Role of Charge Nurse
- e) Patient Care hours
- f) Community nursing

The Committee will be struck and will commence work within ninety (90) days of ratification. The parties shall create terms of reference for the Committee. Such terms of reference shall include a process whereby agreed recommendations may be implemented within the duration of the Collective Agreement.

34. Transfer – Job Selection

1. The Employer and the Union mutually agree that the following understandings apply to Article 30 Vacancies, Term Positions, and New Positions with respect to Nurses transferring to posted vacancies, term positions, and new positions for the duration of the Collective Agreement. The following criteria will be utilized to determine if the nurse(s) are eligible for transfer;
 - i. meet the qualifications of the posted position including the relevant experience required for that specific position;
 - ii. Nurse III, IV and V positions in Acute Care/Long Term Care and all Clinical Nurse Specialists and Nurse Practitioners are excluded
2. If more than one candidate meets the transfer criteria, the most senior nurse will be awarded the position.
3. If no candidates meet the transfer criteria, the successful candidate will be determined through a competitive process as per Article 2502.
4. The continuation of this MOU beyond the term of the Collective Agreement will only be on the mutual agreement of the parties.

35. Collaborative Discussions to Optimize Patient Care

WHEREAS it is the desire of the Manitoba Government 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 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 enter into this Memorandum of Understanding to work towards the achievement of these goals through collaborative discussions to optimize patient care;

The parties do hereby agree to work together with Manitoba Health, during the term of this Collective Agreement, 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.

Recommendations will include but are not limited to:

1. improving scheduling practices to reduce the use of overtime and agency nurses;
2. create a balance of full-time and part-time positions;
3. improve the quality of work-life balance through the implementation of the group self-scheduling guidelines;
4. improving weekend staffing resources through broader implementation of the weekend worker;
5. focusing on safe practices and the reduction of WCB injuries;
6. ensuring the skill sets of specialty nurses are used to maximum effect in the delivery of quality health services.

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

MEMORANDA OF UNDERSTANDING SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT BETWEEN WINNIPEG REGIONAL HEALTH AUTHORITY AND THE MANITOBA NURSES' UNION

1. Re: Ratification of Collective Agreement
2. Re: Representative Workforce
3. Re: Manitoba Health Premiums- *Not Applicable for Public Health, Breast Health and CNS*
4. Re: Amnesty From Provincial Wage/Hours Of Work Reduction Legislation - *Not Applicable for Public Health, Breast Health and CNS*
5. Re: Shifts of Less than 7.75 Hours - *Not Applicable for Public Health, Home Care, Breast Health and CNS*
6. Re: Agency Nurses - *Not Applicable for Public Health, Pan Am, Breast Health and CNS*
7. Re: Group Benefit Plans
8. Re: Pensions [Re: Participation in Jointly Trusteed Pension Plan (HEPP)]
9. Re: Employment Security
10. Re: Group Registered Retirement Savings Plan
11. Re: Joint Nursing Council
12. Re: Buyback of Pension Service
13. Re: Article 501
14. Re: Participation in PHCLA/Redeployment
15. Re: Provisions for Part-time Nurses Occupying More Than One Position Within the Sites Comprising the RHA -
16. Blank
17. Re: Mentorship - *Not Applicable Nurse Practitioners*
18. Re: Portability
19. Re Nurse Weekend Worker
20. Re: Increase of EFT
21. Re: Secondment of a Nurse Elected to Serve as President of the Manitoba Nurses' Union
22. Re: Letter of Understanding – HEPP COLA Fund
23. Re: Regional Nursing Advisory Committee
24. Re: Inter-facility Position(s)
25. Re: Nurses in Inter-facility Positions
26. Re: Staff Mobility Within the Following Facilities/Programs of the WRHA System
27. Re: Memo of Interpretation re Staff Mobility Within the Following Facilities/Programs of the WRHA System
28. Re: Mobility
29. Letter of Understanding Supplementary to the Collective Agreement Re: Guidelines for the Implementation of the Memorandum re: Mobility

- 30. ***Joint Nursing Position Classification Process***
- 31. ***Grievance Investigation Process***
- 32. ***Group Self Scheduling***
- 33. ***Joint Safe Patient Care Committee***
- 34. ***Transfer – Job Selection***
- 35. ***Collaborative Discussions to Optimize Patient Care***

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY
AND
MANITOBA NURSES' UNION**

***Re: Former Civil Service Nurses Who Have Maintained Their Pension
With the Civil Service Superannuation Plan***

1. Nurses who have maintained their pension with the Civil Service Superannuation Plan, may elect to accrue vacation benefits for retirement purposes.
2. For purposes of retirement, a nurse may request to carry over up to a maximum of one (1) year of vacation entitlement to be cashed out upon retirement. A maximum of up to 50 vacation days may be counted as pensionable service in accordance with the terms and conditions of the Civil Service Superannuation Act.
3. Nurses electing to carry over vacation entitlement for retirement purposes shall:
 - 3.1 Provide a written letter of retirement intent with a specified retirement day within the next four (4) fiscal years.
Example:
 - Nurse submits retirement notice on March 1, 2008
 - 4 fiscal years = the fiscal year of 2012/2013
 - Nurse must retire prior to March 31, 2013
 - 3.2 Indicate the intended number of vacation days per year to be reserved prior to retirement (during the last four fiscal years).
 - 3.3 Indicate the total number of vacation days to be cashed out upon retirement.
 - 3.4 Receive approval from their Manager for vacation carry over for retirement purposes.
4. Nurses may request to extend their retirement date and provide an alternate date provided that they give the Employer ninety (90) days notice of their intention to do so. Such requests shall be subject to the reasonable discretion of the Employer. Should the request to extend the retirement date be approved by the Employer, the nurse may be required to utilize a portion of the accrued vacation referenced in 2. in accordance with Province of Manitoba rules.

If requested a nurse may retire earlier than the retirement date indicated and as approved by their Manager.

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY
AND
MANITOBA NURSES' UNION**

Applicable for Pan Am Nurses

Re: Article 15 – Shift Schedule

This memorandum is applicable to the following nurses [the “nurse(s)”]

Wendy Christenson
Dawn Christenson
Merlyn Aytá

The parties agree that Article 1503 (d) and (f) shall apply as follows to the nurses on staff on October 1, 2003:

- (i) 1504 (d) and (f) shall not apply to the nurse(s) for the period October 1, 2003 to September 30, 2008 unless the nurse(s) applies for and secures another position with the Employer.
- (ii) 1504 (d) and (f) shall apply to the nurse(s) from the date the nurse(s) secures another position with the Employer.

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY
AND
MANITOBA NURSES' UNION**

Applicable for Public Health Nurses

Re: Community-Based Direct Service Nurses

Applicable to Part-time Nurses:

The Employer and the Union mutually agree that all provisions of the Collective Agreement shall be applicable to a part-time nurse occupying a position as a Community-Based Direct Service Nurse except for the provisions regarding hours of work as outlined below.

It is understood that a part-time Community-Based Direct Service Nurse will be permitted to bank the hours from any shifts/hours she/he works above her/his EFT and that this banked time shall be used to provide salary and benefits for periods when there is no work available in the school – i.e. Christmas Break, Spring Break, and certain shifts/hours during July and August. It is understood that a shift shall be seven and one-quarter (7.25) consecutive hours of work exclusive of a meal period of forty-five (45) minutes and inclusive of two (2) fifteen (15) minute rest periods. Any hours worked in excess of a shift in any one day shall be paid in accordance with the provisions of Article 16 and the nurse may request to bank these hours. It is understood that the provisions of Article 1604 re: maximum banked overtime hours and payout of overtime banks at fiscal year end shall not be applicable.

In any situation where a Community-Based Direct Service Nurse has insufficient banked hours to cover any period of time where there is no work available – i.e. Christmas Break, Spring Break, and certain shifts/hours during July and August, it is understood that the nurse shall be granted vacation and/or an unpaid leave of absence in order to maintain her/his EFT.

Applicable to Full-time Nurses:

The Employer and the Union mutually agree that all provisions of the Collective Agreement shall be applicable to a full-time nurse occupying a position as a Community-Based Direct Service Nurse except for the provisions regarding hours of work as outlined below.

It is understood that a full-time Community-Based Direct Service Nurse will be permitted to bank any overtime hours from any shifts/hours she/he works above her/his EFT and that this banked time shall be used to provide salary and benefits for periods when there is no work available in the school – i.e. Christmas Break, Spring Break, and certain shifts/hours during July and August. It is understood that a shift shall be seven and one-quarter (7.25) consecutive hours of work exclusive of a meal period of forty-five (45) minutes and inclusive of two (2) fifteen (15) minute rest periods. Any hours worked in excess of a shift in any one day shall be paid in accordance with the provisions of Article 16 and the nurse may request to bank these hours. It is understood that the provisions of Article 1604 re: maximum banked overtime hours and payout of overtime banks at fiscal year end shall not be applicable.

In any situation where a Community-Based Direct Service Nurse has insufficient banked hours to cover any period of time where there is no work available – i.e. Christmas Break, Spring Break, and certain shifts/hours during July and August, it is understood that the nurse shall be granted vacation and/or an unpaid leave of absence in order to maintain her/his EFT.

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY
AND
MANITOBA NURSES' UNION**

Applicable for CNS

Re: Vacation Entitlement

It is agreed that the following nurse will have her current superior rate of earning vacation protected and will continue to earn vacation at the rate of twenty-five (25) days per year during her first ten (10) years of employment:

Michelle Todoruk-Orchard

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY
AND
MANITOBA NURSES' UNION**

Applicable for Home Care, Primary Care and Nurse Practitioners

Re: Job Sharing

In the event the Employer authorizes a job sharing arrangement between two (2) nurses, the terms and conditions thereof shall be in accordance with the following: Job sharing is defined as an arrangement whereby two (2) permanent part-time nurses share hours of work of one (1) permanent full-time position.

- (a) The Employer will determine the suitability and number of job sharing positions.
- (b) Requests to job share permanent full-time positions must be submitted in writing and may be originated by one (1) interested nurse or two (2) nurses jointly.

Requests shall be considered on an individual basis.

- (c) Total hours worked by the nurses shall equal one (1) full-time position. The schedule shall be determined by mutual agreement between the two (2) nurses and the nurse manager in accordance with the scheduling provisions of the Collective Agreement.
- (d) Scheduling of weekends shall be subject to Article 1504, unless otherwise mutually agreed.
- (e) 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 her/his partner's absence providing such coverage will not result in overtime without the authorization of the supervisor.

If due to unforeseen circumstances, a job share nurse cannot cover in her/his partner's absence, she/he 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 her/his obligation to advise the nurse manager of her/his absence, notwithstanding the shift(s) is covered by the other job share nurse.

- (f) Two (2) permanent part-time nurses shall be able to enter into a job share arrangement for a vacant full-time position. Selection will be made in accordance with the Collective Agreement.

Subject to paragraph one above:

- (i) 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.
 - (ii) Where the job sharing arrangements arise out of the filling of a vacant full-time position, both job sharing positions will be posted and selection of the applicants will be made in accordance with the provisions of the Collective Agreement.
- (g) If a vacancy is created by one (1) nurse leaving the job share arrangement the Employer will have the option of posting the remaining position as a job share or revert position to a full time position. If the position is not posted as a job share, the remaining nurse will have the option of filling the full-time position or reverting to a part-time position for which she/he is qualified when a vacancy exists. If no vacancy is available, she/he shall be dealt with in accordance with Article 27, excluding 2701, 2704, 2706 paragraph 3 and 2707. If she/he does not continue full-time, the position must be posted in accordance with the provisions of the Collective Agreement.
- (h) Each job shared position will be evaluated by the nurse manager and job sharers after a period of thirty (30) days and on an ongoing basis against the following criteria:
- (i) client satisfaction
 - (ii) continuity of care
 - (iii) administrative time
 - (iv) desire by both job sharers to continue
 - (v) co-workers satisfaction and compatibility
 - (vi) cost effectiveness

If a job sharing arrangement is not successfully evaluated by all of the evaluators referred to herein, against the established criteria, the arrangement may be discontinued with one (1) month's notice by either party.

- (i) In the event that a job share arrangement is terminated by the Employer as a result of the evaluation referred to in paragraph (h) above, the job sharers shall have the option of returning to the EFT held prior to assuming the job share arrangement or applying for a position for which she/he is qualified when a vacancy exists.

- (j) An individual job share agreement shall be established for each job share specifying the nurses who are sharing the position, the position they occupy and the EFT of each nurse. Copies of the job share agreement shall be signed by both nurses and the Employer. Copies of all agreements will be provided to the Union upon signing.

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY
AND
MANITOBA NURSES' UNION**

RE: 10 Hour Shifts

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

1. Each bi-weekly period is to provide eight (8) shifts of 9.69 ("10") hours duration.
2. Each shift of 9.69 ("10") hours duration is to be inclusive of two (2) fifteen (15) minute rest periods and exclusive of one (1) meal period of at least thirty (30) minutes.
3. Overtime for full-time nurses shall be authorized time worked in excess of a scheduled 9.69 ("10") shift or in excess of the full time hours in the rotation pattern in effect on each nursing unit/worksites/office for full-time nurses.

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

4. Income Protection is accrued at the rate of 9.69 hours per month. It is utilized in hours of absence due to illness, e.g.,
 - (a) absence due to illness for one (1) 9.69 ("10") hour shift utilizes 9.69 hours of accumulated income protection credits;
 - (b) absence due to illness for two (2) 9.69 ("10") hour shift utilizes 19.38 hours of accumulated income protection credits.

5. Pay for Bereavement Leave will be calculated according to scheduled hours of work missed in accordance with the provisions of Article 2411

one (1) scheduled 9.69 ("10") hour shift = 9.69 hours;

two (2) scheduled 9.69 ("10") hour shifts = 19.38 hours.

6. The paid vacation entitlement that a nurse receives under the 9.69 ("10") hour shift pattern shall be equivalent in hours to the paid vacation entitlement on a seven and three- quarters (7.75) hour shift schedule pattern calculated in accordance with Article 21. Vacation shall be scheduled in accordance with Article 2101.

7. Recognized Holidays: A nurse required to work on a Recognized Holiday shall be paid in accordance with the Collective Agreement for all hours worked and in addition shall receive an alternate 7.75 hour shift off at her/his basic rate of pay in accordance with Article 2203. Overtime worked on a Recognized Holiday shall be paid in accordance with the Collective Agreement.

A nurse may accumulate up 22.25 hours given in lieu of recognized holidays in order to take two (2) consecutive shifts off with pay. Such shifts shall be added to a weekend off or to scheduled days off or used to complete a partial week of vacation in accordance with Article 2206.

8. Where payroll limitations exist such that only two decimal points can be entered in regard to shift length, the shift length shall be rounded up to two decimal points.
9. There must be mutual agreement between the Employer and the Union to continue the 9.69 ("10") hour shift schedule pattern, otherwise the Collective Agreement or some other mutually agreeable variation of the Collective Agreement shall apply.

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY
AND
MANITOBA NURSES' UNION**

RE: 12 Hour Shifts

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

1. The procedure to be followed for the trial and implementation of the twelve hour shift schedule pattern shall be as follows:
 - (a) A meeting of all nurses on the unit/worksite/office and senior nursing management will be held to discuss a tentative shift schedule pattern and proposed date of commencement of the trial period. A date will be determined for a secret ballot vote to occur to establish that the majority of nurses are in favor of the shift change. A letter will be forwarded to the Worksite President to inform her/him of the proposed changes.
 - (b) A majority will be sixty percent (60%) of all nurses on the unit. Nurses who have given notice of termination of employment in the area affected will not be entitled to vote.
 - (c) The length of the trial period for the twelve ("12") hour shift shall be six (6) months in length or for a shorter period as mutually agreed between the Union and the Employer.
 - (d) Six (6) weeks prior to the completion of the trial period, a meeting of all nurses on the unit and senior nursing management will be held to evaluate the twelve ("12") hour shift.
2. There must be mutual agreement between the Employer and the Union and senior nursing management to continue with the 11.625 ("12") hour shift schedule pattern, otherwise the Collective Agreement provision on Hours of Work, Article 14 shall apply.
3. Each shift of 11.625 ("12") hours duration is to be inclusive of two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute meal period. Each shift of 11.625 ("12") hours shall be exclusive of one (1) meal period not exceeding thirty-seven (37) minutes in length.

Each 7.75 hour shift shall be inclusive of two (2) fifteen minute rest periods and exclusive of one (1) thirty (30) minute meal break.

4. Hours of Work and Shift Schedules:

Full-time hours of work shall provide:

- (a) An average of six (6) shifts of 11.625 hours duration, and one (1) shift of seven and three-quarter (7.75) hours duration in each bi-weekly period; or
 - (b) Twenty (20) shifts of 11.625 hours duration in each three (3) consecutive bi-weekly period.
 - (c) A combination of shifts of 11.625 ("12") hours duration and 7.75 hours duration that equal an average of seventy-seven and one-half (77.50) hours bi-weekly averaged over the three (3) consecutive bi-weekly periods in the shift schedule pattern.
 - (d) Shift schedules shall be based on Master Rotation patterns planned in consultation with the nurses concerned, and provide for a minimum of forty-seven (47) hours off duty at one time, unless otherwise mutually agreed and shall provide nurses with a minimum of alternate weekends off duty whenever reasonably possible, or three (3) weekends off in each six (6) week period of the shift schedule with a maximum of two (2) weekends worked between weekends off.
5. Overtime for full-time nurses shall be authorized time worked in excess of a scheduled shift as defined in (I) above or Article 1401(a), or in excess of the full-time hours defined in II (a) (b) or (c) above.

Overtime for part-time nurses shall be authorized time worked in excess of a scheduled 11.625 ("12") shift or seven and three-quarter (7.75) hours respectively or hours worked in excess of the normal full-time hours in two (2) consecutive bi-weekly periods, in accordance with Article 16.

6. Recognized Holidays:

- (a) A nurse required to work on a Recognized Holiday shall be paid in accordance with the Collective Agreement for all hours worked and, in addition, shall receive an alternate 7.75 hour shift off at her/his basic rate of pay in accordance with Article 2203. Overtime worked on a Recognized Holiday shall be paid in accordance with the Collective Agreement.

- (b) A nurse may accumulate up to 38.75 hours given in lieu of recognized holidays in order to take three (3) consecutive shifts off with pay. Such shifts shall be added to a weekend off or to scheduled days off or used to complete a partial week of vacation in accordance with Article 2206.

7. Income Protection:

Income protection is accrued at the rate of 9.69 hours per month. It is utilized in hours of absence due to the nurse's own illness or the illness of a family member, e.g.:

- absence through illness for one (1) twelve (12) hour shift utilizes 11.625 hours of accumulated income protection credits.
- absence through illness for two (2) twelve (12) hour shifts utilizes 23.25 hours of accumulated income protection credits.
- absence through illness for one (1) twelve (12) hour shift plus one (1) eight (8) hour shift utilizes 19.375 hours of accumulated income protection credits.

8. Bereavement Leave:

Pay for bereavement leave will be calculated according to scheduled hours of work missed in accordance with the provisions of Article 2411. It is agreed that the term "working day" shall be deemed to mean a scheduled 11.625 (12) hour or 7.75 hour shift.

- four (4) scheduled twelve (12) hour days off = pay for 46.5 hours.
- three (3) scheduled twelve (12) hour days off = pay for 34.875 hours.
- two (2) scheduled twelve (12) hour days off = pay for 23.25 hours.
- one (1) scheduled twelve (12) hour day off plus one (1) scheduled eight (8) hour day off = pay for 19.375 hours.

9. Vacation:

The paid vacation entitlement that a nurse receives under the twelve (12) hour shift schedule pattern shall be equivalent in hours to the paid vacation entitlement on a seven and three-quarter (7.75) hour shift schedule pattern, calculated in accordance with Article 21. The amount of paid time off that a nurse receives under the modified shift schedule pattern shall correspond exactly in hours to the paid time off on 7.75 hour shift pattern.

10. A "weekend" shall mean the period from 2345 hours on Friday until 2330 hours on the immediately following Sunday.

11. The terms of 1504(g) shall be applicable.
12. Shift Premium, Weekend Premium and Responsibility Pay shall be paid in accordance with the provisions of the Collective Agreement.
13. It is understood that whenever 11.625 ("12") hours is mentioned, its equivalent of eleven (11) hours and thirty-seven and one-half (37.50) minutes may be used.
14. Where payroll limitations exist such that only two decimal points can be entered in regard to shift length, the shift length shall be rounded up to two decimal points.
15. PROCEDURES FOR AREAS DISCONTINUING THE TWELVE (12) HOUR SHIFT:
 - A. When a majority of seventy percent (70%) of nurses in an area working the twelve (12) hour shift decide to return to the eight (8) hour shift, the following procedure must be carried out:
 - (1) The Manager is to notify the designated Senior Nursing Manager.
 - (2) The designated Senior Nursing Manager should hold a staff conference.
 - (3) The reasons for returning to the eight (8) hour shift should be documented.
 - (4) Establish the fact that a majority of seventy percent (70%) of the staff wish to return to the eight (8) hour shift.
 - (5) Set a tentative date for returning to the eight (8) hour shift. This must commence with the beginning of a new pay period.
 - (6) The Manager will then submit in writing to the designated Senior Nursing Manager and Human Resources, the area's intention with reasons for returning to the eight (8) hour shift for their approval.
 - B. The Employer retains the right to discontinue the "12" hour shift rotation, subject to, amongst others, the following:
 - (i) patient care is adversely affected; or
 - (ii) performance and productivity deteriorate due to fatigue; or
 - (iii) if there are demonstrated increased costs.

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN**

**HEALTH SCIENCES CENTRE
AND
HEALTH SCIENCES CENTRE NURSES LOCAL 10 OF
THE MANITOBA NURSES UNION
AND
WINNIPEG REGIONAL HEALTH AUTHORITY
AND
THE MANITOBA NURSES' UNION**

Applicable for Home Care Nurses

Re: Nurse Clinician – Bleeding Disorder Program

The Employer(s) and the Union agree that the following conditions and understandings apply re nursing services provided by the Nurse Clinician-Bleeding Disorder Program in the Home Care Program.

1. The Nurse Clinician-Bleeding Disorder Program providing nursing services in the Home Care Program is an employee of the Health Sciences Centre and the terms and conditions of the Collective Agreement between the Winnipeg Regional Health Authority, Health Sciences Centre Site and Health Sciences Centre Nurses Local 10 shall be applicable to her/him.
2. Professional practice issues shall be referred to and are the responsibility of the Health Sciences Centre.
3. Any other disputes/grievances arising under the WRHA HSC/HSC Nurses Local 10 Collective Agreement shall be referred to and are the responsibility of the Health Sciences Centre.
4. It is agreed that the Nurse Clinician-Bleeding Disorder Program shall continue to provide the following nursing services in accordance with past practice:
 - Following the patient into the community and providing education to Bleeding Disorder patients;
 - Providing education to the Home Care Nurses responsible for the care of the patient(s) including demonstrating skills, accessing veins, developing the appropriate therapy, IV techniques;
 - Providing education to the educational facilities that the patient(s) attend.

5. Should any party to this agreement wish to alter any provision of this Memorandum, ninety (90) days notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the parties are unable to reach agreement concerning the alteration(s), the dispute shall, at the request of any or all parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at Section 1302.
6. Should any party to this agreement wish to terminate this Memorandum, ninety (90) days notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the concerns cannot be resolved or addressed at the above-mentioned meeting, then the notice to terminate will be accepted by all parties.

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN**

**HEALTH SCIENCES CENTRE
AND
HEALTH SCIENCES CENTRE NURSES LOCAL 10 OF
THE MANITOBA NURSES UNION**

AND

**WINNIPEG REGIONAL HEALTH AUTHORITY
AND
THE MANITOBA NURSES' UNION**

Applicable for Home Care Nurses

Re: Child Health Program Nurses

The Employer(s) and the Union agree that the following conditions and understandings apply re nursing services provided by Child Health Program Nurses in the Home Care Palliative Program.

1. Child Health Program Nurses providing nursing services in the Home Care Palliative Program are employees of the Health Sciences Centre and the terms and conditions of the Collective Agreement between the Winnipeg Regional Health Authority, Health Sciences Centre Site and Health Sciences Centre Nurses Local 10 shall be applicable to them.
2. Professional practice issues shall be referred to and are the responsibility of the Health Sciences Centre.
3. Any other disputes/grievances arising under the WRHA HSC/HSC Nurses Local 10 Collective Agreement shall be referred to and are the responsibility of the Health Sciences Centre.
4. It is agreed that the Child Health Program Nurses (CK5 Oncology) shall continue to provide the following nursing services in accordance with past practice:

Transition plans for terminally ill children to the WRHA Home Care Palliative Program from CK5 may result in one or more CK5 Nurses providing direct assistance with the care of the terminally ill child in the Community for a temporary period after transition and/or having CK5 Nurses available on a consultative basis to the WRHA Home Care Palliative Program with regard to the care of the terminally ill child.

5. Should any party to this agreement wish to alter any provision of this Memorandum, ninety (90) days notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the parties are unable to reach agreement concerning the alteration(s), the dispute shall, at the request of any or all parties, be dealt with in accordance with the provisions as set forth in Article 13 Arbitration Procedure herein, commencing at Section 1302.
6. Should any party to this agreement wish to terminate this Memorandum, ninety (90) days notice must be provided to all interested parties. All interested parties will meet within thirty (30) days to discuss any outstanding concerns. If the concerns cannot be resolved or addressed at the above-mentioned meeting, then the notice to terminate will be accepted by all parties.

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
THE WINNIPEG REGIONAL HEALTH AUTHORITY
AND
HOME CARE NURSES LOCAL 97
OF THE MANITOBA NURSES' UNION**

***Re: Secondment of a Home Care Nurse Elected To Serve As
President of Worksite 97***

The Employer and the Union mutually agree as follows:

1. A nurse employed by the Employer who is elected to the position of President of the Union, shall be considered as continuing in the employ of the Employer during the nurse's term of office as President of the Union and shall be considered to be seconded to the Union on a part-time basis during the term of office.
2. It is agreed that the part-time secondment will be for no less than 0.4 EFT [Effective May 1, 2015, 0.5 EFT]. This nurse will be granted a partial leave of absence, if required, to maintain her/his position within Home Care. It is understood that the partial position vacated by the nurse seconded to the Executive position shall be posted and maintained and/or replaced as an indefinite term.
3. Scheduling of the nurse's remaining position in her/his remaining rotation and EFT, if required, will be done by the appropriate Team Manager in consultation with the nurse and will observe the conditions of 1504 unless otherwise mutually agreed.
4. For the purposes of administering the period of secondment, the Treasurer of the Union shall function as the official contact person in any dealings with the Employer. In addition, the Treasurer of the Union shall be accountable for:
 - (i) notifying the Employer, in writing, of the official commencement and termination date of the President's term of office;
 - (ii) determining the bi-weekly payroll record of the President and notifying the Employer of same.

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

5. Reimbursement of Employer Costs

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

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

It is understood that the Employer shall reimburse the Union for all travel expenses, i.e. parking, mileage from the facility to the meeting site incurred by the President when attending Regional NAC meetings, other regional joint committee meetings or any other regional meetings.

The Employer shall provide the Union Treasurer with a monthly statement of the above-referenced payroll expenses incurred during the nurse's period of secondment to President of the Union.

6. Income Protection

- (i) The Union President will accumulate sick pay credits at the rate of one and one-quarter (1.25) days per month during the period of secondment. In the event that the Union President is absent during the secondment period due to accident or illness and the sick pay credits accumulated during the period of secondment are insufficient to cover full payment of sick leave, the Employer will pay the Union President out of sick leave credits accumulated prior to the secondment period and bill the costs to the Union, subject to paragraphs (ii) and (iii) below.
- (ii) Upon the nurse's return to work following the period of secondment the amount of income protection accumulated during the period of secondment will be reconciled against the amount of income protection utilized during this same period. In the event the difference is positive i.e. the amount accumulated is greater than the amount utilized, the nurse will be eligible to utilize the difference (unutilized income protection credits) at a future date. It is understood that utilization of these income protection credits may only occur once the nurse exhausts all income protection credits accumulated during her/his normal course of employment with the Employer.

- (iii) It is further understood that the income protection credits earned during the period of secondment shall not be stored in the nurse's income protection bank within the computerized payroll system. Following the period of secondment a record of these credits will be provided to the nurse along with a copy in the personnel file of the nurse. In the event and at the point that the nurse wishes to utilize these income protection credits, she/he will advise the Human Resources Department. The Employer will pay said income protection and bill the Union for the cost.

7. Disability & Rehabilitation Plan (D & R)

The President will have coverage under the HEB Disability & Rehabilitation (D & R) Plan. During the D & R elimination period unutilized income protection credits earned during the period of secondment will be paid for those days that the President would have been at the Worksite 97. The remaining EFT if applicable will be covered as per 3902.

8. Accumulation of Paid Vacation

The President will accumulate vacation credits on the same earning rate as she/he would have accumulated vacation credits had she/he not been seconded.

For the purposes of reconciliation, the Employer is financially responsible for the vacation earned by the nurse while she/he is engaged in her/his normal course of employment with the Employer; and the Union is financially responsible for the vacation earned by the nurse during the period of secondment.

9. Seniority/Service

- (i) Seniority shall continue to accrue during the period of secondment.
- (ii) Following the expiry of the period of secondment, the President's normal increment date will be delayed on a pro rata basis for a period of time equivalent to the period of secondment. The time worked between the date of the last increment to the date that the nurse assumed the office of President shall count toward the granting of the next increment.

10. This Letter of Understanding shall remain in force until revised by mutual agreement between the parties or until terminated by either party.

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

**MEMORANDUM OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT
BETWEEN
WINNIPEG REGIONAL HEALTH AUTHORITY
– and –
THE MANITOBA NURSES' UNION
Applicable for Nurse Practitioners**

Re: Distribution Of Functions With Respect To Protected Time

Whereas the WRHA has adopted the Strong Model of practice for Nurse Practitioners which provides for domains of practice equivalent to approximately 80% dedicated to direct clinical practice and up to approximately 20% dedicated to non-clinical activities that support such clinical practice;

And Whereas the parties agree that, for novice Nurse Practitioners, a greater percentage of time and focus may be required on clinical activities of the Strong Model of practice during the novice period;

And Whereas the parties agree that non-clinical activities may include, but are not limited to educational/professional development, research, publication/professional leadership and system support activities;

And Whereas the parties understand that the performance of these non-clinical activities will require some flexibility on the part of both the Employer and the Nurse Practitioner to enable their achievement while balancing the needs of operational requirements and the professional development of the Nurse Practitioner;

Now therefore, the parties agree as follows:

Establishment of Work Schedule

The Nurse Practitioner and their manager shall work cooperatively on an on-going basis to determine a work schedule that ensures that the Strong Model of practice can be achieved and that also meets operational requirements relating to the provision of clinical care. Such schedules may require modification from time to time and changes shall occur in consultation between the Nurse Practitioner and their manager. Should agreement not be achieved between the parties on an appropriate work schedule, the determination of the direct Supervisor, after consulting with and giving due consideration to the expressed interests of the Nurse Practitioner, shall govern. This determination shall not result in a change in the shift rather it shall be limited to the type of functions performed during that shift.

From time to time, clinical requirements and/or competing priorities may require temporary modification to the schedule. Reasonable efforts shall be made to ensure that any such adjustments to schedules are temporary in nature and that any resulting lost non-clinical time is recaptured over a reasonable period.

Establishment of Priorities

Priorities for non-clinical functions shall be determined jointly through consultation between the Nurse Practitioner and their manager and may be modified over time to reflect changing priorities. Priorities are to be relevant to the specific role of the Nurse Practitioner and consistent with the missions, aims and objectives of the WRHA.

Within the priorities established, the WRHA supports the Nurse Practitioners' right, responsibility and opportunity to carry out research and other scholarly activities. The Nurse Practitioner holds professional discretion in how these priorities will be achieved. No articles, papers, written submissions, etc. are to be submitted for publication without the prior approval of the WRHA Advance Practice Nursing Steering Committee. All such activities are to be completed by the Nurse Practitioner as an employee of the WRHA.

Professional Leadership

The WRHA recognizes that professional leadership under the Strong Model may include, but is not limited to such functions as consultation, community service and professional activities. Professional Leadership functions shall be consistent with the priorities established as per the process contained within this Memorandum and performed by the Nurse Practitioner as an employee of the WRHA.

Future Models of Practice

The parties agree that the inclusion of this Memorandum does not, in any way, restrict the Employer's right to determine appropriate practice models and, specifically, that the Employer is not prevented from adopting a different model other than the Strong Model of practice in the future following consultation with the Nurse Practitioners through the Nursing Advisory Committee.

FOR THE EMPLOYER:

FOR THE UNION:

Signed the _____ day of _____, 2015.

INDEPENDENT ASSESSMENT COMMITTEE (IAC)

Chairpersons as per 1104(a)(i)

Nancy Brown
Jan Currie

Judy Kaprowy
Brenda Lesyk

Yvonne Oxe
Laverne Sturtevant

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