

# Contract Interpretation Manual

April 1, 2013 to March 31, 2017



# IMPORTANT - PLEASE READ

## INTRODUCTION

This manual is to assist Local/Worksite Presidents who must interpret and/or apply the Collective Agreement. The manual is not the “final word” on the subjects it addresses. The Collective Agreement remains the legal binding document. It is subject to interpretation and the Employer’s interpretation may differ from that presented herein. We have endeavoured to interpret clauses so that they reflect the intent of the language when it was negotiated. Where no interpretation is given, the contract language is self-explanatory.

As the Collective Agreement changes so will the manual - remaining reflective of the **intent** of the language contained in the Agreement.

Remember, this is not the final word and we may not have covered every possible situation. We, therefore, advise you to proceed with some caution. If you are unsure of the answer(s) to your question, please contact your Labour Relations Officer.

## HOW TO USE THIS MANUAL

Each section of language contained in the MNU Collective Agreement is contained herein and is shown in **green**. Language which is **bolded** and **green** indicates transferred/non transferred language depending on the workplace. Language which is **fuchsia** is language which differs from the foregoing and is found in the Northern Agreements. Following each clause is a brief explanation of the language and perhaps an example or two of the application of the language. When searching for answers, look up the “issues” in the index; cross referencing is often necessary when dealing with problems.

Where your language varies from that found in this Contract, it would be advisable for your Local Executive to include the appropriate contract language and interpretation so the manual can be more effective.

Where there are references to “attachments” - these are numbered and are at the back of the manual.

Space has been provided on the right for you to make notes where you wish to do so.

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## PREAMBLE

*Statement of intent and philosophy is to be used as a guide to interpret other provisions in the collective agreement.*

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/**Facility as a service institution**; 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

*Expresses the obligation to provide the best possible quality of health care. This provision should be addressed within NAC and/or IAC presentations or at discussions relating to quality of nursing care.*

*Expresses the obligation to maintain harmonious relationships between the Employer and the Union. This should be used as a guidepost in any discussions.*

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.

*Expresses the obligation of the Employer under the Workplace Safety and Health Act. Nurses are guaranteed under the legislation the right to know about hazards, the right to participate in safety discussions and committees, the right to be free from discrimination and the right to refuse dangerous work.*

### ***Excerpt from the current Workplace Safety and Health Act***

#### ***Specific objects and purposes***

- 2(2)** *Without limiting the generality of subsection (1), the objects and purposes of this Act include*
- (a)** *the promotion and maintenance of the highest degree of physical, mental and social well-being of workers;*

- (b) *the prevention among workers of ill health caused by their working conditions;*
- (c) *the protection of workers in their employment from factors promoting ill health;*
- (d) *the placing and maintenance of workers in an occupational environment adapted to their physiological and psychological condition; and*
- (e) *the promotion of workers' rights*
  - (i) *to know about safety and health hazards in their workplaces,*
  - (ii) *to participate in safety and health activities at their workplaces,*
  - (iii) *to refuse dangerous work, and*
  - (iv) *to work without being subject to discriminatory action.*

*The Workplace Safety and Health Act and Regulations are available on line at <https://safemanitoba.com/wsh-act>*

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

*The Union and the Employer have agreed to all of the following terms of the Collective Agreement and, as such, both parties are obligated to uphold the provisions of same.*

## **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-# (nos. specific to each bargaining unit).*

*This clause incorporates by reference a description of the bargaining unit. Reference should be made to this provision as well as definitions (301), seniority provisions and Appendix "C" whenever bargaining unit work is an issue.*

*This clause reflects the principles of the Labour Relations Act which sets out the Union as the sole bargaining agent. The purpose of this is to ensure that the Union members have the right to Union representation.*

*The Local Executive (Regional or non-transferred Local) is considered representative of the Local or the "Union" and only they,*



*and the MNU central office representatives, can enter into an agreement with the Employer for that bargaining unit. The worksite unit is not the bargaining unit.*

*An individual Union member or a worksite unit cannot make any agreement with the Employer which changes the terms of the Collective Agreement to affect the bargaining unit, or herself/himself, unless the Collective Agreement clearly provides for such agreements to be made.*

*A nurse with the same Employer must be “in” or “out” of scope but not both as per a legal opinion received.*

## **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.

*This clause determines the effective date and expiry date of the Collective Agreement. (48 month agreement ratified on April 30, 2014)*

**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.

*A mechanism is provided here for the “opening” of the Collective Agreement by either the MNU or the Employer and negotiating its terms either in whole or in part.*

*The process for “opening” is clearly defined in the language above stating that written notice is given by either party to the other indicating that they wish to open the Collective Agreement (i.e. negotiate to arrive at a new Collective Agreement). Such notice must be given, in writing, **at least** 90 days before the date the Collective Agreement expires.*

*Within the 30 days after the notice to open the Collective Agreement is received, the parties **meet** to exchange their proposals to the Collective Agreement unless a later date is mutually agreed. Then the parties sit down and negotiate a new Collective Agreement.*

*In the event that either party does not serve notice to negotiate the Collective Agreement within the specified time period, the current Collective Agreement may have to continue for another one year - without change to any of its provisions. The expiry may have to be moved to the next year in the same month and on the same day as the contract stipulates in 201.*

**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.

*This provision mandates that the Collective Agreement continues in effect and only ends when a new/revised Collective Agreement is ratified or the Union goes on strike or the Employer locks out the nurses. This clause is commonly known as a “bridging clause”.*

## **ARTICLE 3 -- DEFINITIONS**

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

*We have given a definition to the term “nurse” as used in this Collective Agreement. This provision does not preclude a nurse from working in more than one occupational classification at the same time. The term “nurse” is also applicable to an Operating Room Technician where this classification is included in the bargaining unit.*

**302** Employment status of nurses shall be defined as:

*A status is established for nurses according to the working hours and conditions of their employment.*

- (a) A "full-time nurse" is one who works the full prescribed hours of work specified in Article 14.

*Full-time nurses are those nurses who are **hired to work** full-time hours as specified in the Collective Agreement (see Article 14 in your Collective Agreement – full-time hours of work may vary within/between Collective Agreements. e.g. 7.75 hour shift equates to 2015 full-time annual hours, 8 hour shift equates to 2080 full-time annual hours).*

- (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** (or hours as applicable) per bi-weekly period when averaged over a four (4) week period.

*Notwithstanding this, any nurse employed prior to April 1, 1996 on a part-time basis which permits her/him to work less than the above shall maintain her/his part-time employment status.*

*A part-time nurse will be **assigned and committed** to work regularly scheduled shifts on a continuing basis and the EFT must be confirmed in writing at the time of commencing employment or the position (see Article 3401).*

**Applicable for Community Health Nurses:**

*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 one-quarter (7.25) hours per bi-weekly period when averaged over a four (4) week period.*

*Notwithstanding this, any nurse employed prior to April 1, 1999 on a part-time basis which permits her/him to work less than the above shall maintain her/his part-time employment status.*

*See interpretation above.*

(c) "Casual nurse" as defined in 3501.

*Casual nurses (see 3501) do not derive their status from the number of hours they work – they do not have guaranteed hours of work.*

*Casuals are called in on an occasional basis. They are called in for the specific purpose of replacing a full or part-time nurse or they may be called in if the workload temporarily increases. Shifts assigned to casuals are not guaranteed nor are casual nurses obligated to work shifts that they have previously accepted.*

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

*The weekend is Saturday and Sunday which is the period from **at or about** 0001 hours Saturday to **at or about** 2400 hours Sunday. (48 hour period) This does not impact 8 hour night shifts that commence between 2300 – 2400 hours.*

*Weekend definition is contained in 12 hour memos. Please refer to your 12 hour memo as it may define specific hours.*

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

*A bi-weekly period, for the purposes of this Collective Agreement commences at the beginning of the pay period and terminates at the end of the pay period, with the elapsed time between those two points being two (2) weeks.*

**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.

*This simply allows for the exchange of references to gender, without having to insert the pronoun in the text of the Collective Agreement.*

*So when you find "she" or "her" in the Collective Agreement, it can be taken to mean "he" or "his".*

*Also, the singular may be taken to be plural in a situation where reference is being made to more than one nurse, etc. This alleviates the need for the Collective Agreement to contain both singular and 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.

*The above clauses 306, 307 and 308 define the designations Registered Nurse, Nurse Practitioner, Registered Psychiatric Nurse and Licensed Practical Nurse by referencing the respective Acts which govern the practice of such persons. Thus, in order for a person to hold themselves out as either a RN, NP, RPN or LPN they must comply with the requirements set forth in the respective Acts.*

**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.

*In this clause we create a definition to deal with persons who have graduated from a nursing program but who do not hold a registration/license and cannot be considered as either a RN, NP, RPN or LPN for the purpose of this Collective Agreement or for the purpose of the governing Acts. Thus, without this clause, a nurse whose name is not included in one of the above registers would not be eligible for hire as a graduate nurse.*

### **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.

*This provision embeds our longstanding interpretation regarding the status of casual nurses. This applies only when calculating entitlements and does not preclude the Employer from giving nurses service recognition/awards.*

**311**      **An Operating Room Technician shall mean a person who has graduated from a formal course in Operating Room Technology approved by the Employer.**

**312**      **The term “site(s)” shall mean the facility(ies) within the Regional Health Authority as listed in Appendix “D”.**

*Appendix “D” lists the sites in the RHA. Please note that the sites listed in Appendix “D” for the purposes of the Collective Agreement may be different than the worksites within the MNU internal structure.*

## **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.

*The Union recognizes the Employer's rights to the extent that they are limited or qualified by other language in the Collective Agreement, current legislation including the Labour Relations Act, Human Rights Act and the Workplace Health & Safety Act, or by past practice of the Employer in applying the Collective Agreement. Only certain portions of the Employment Standards Code and Regulations apply to nurses as professionals. See Attachment #7 for those portions of the Regulations that do apply to nurses.*

*The Employer has the right to determine which category and/or classification of worker fills a shift or a vacancy subject to limitations in other parts of the Collective Agreement, e.g. Article 34. However, we reserve the right to challenge if the Employer assigns bargaining unit work inappropriately to non bargaining unit workers including Management. Nurses should fill out workload staffing reports when the replacement staff is inappropriate.*

*The Employer has the right to lay off nurses, however, under the layoff procedure (Article 27), the Employer has conceded some rights to the Union. It cannot lay off whomever it pleases for convenience sake. The Employer must take into consideration:*

- 1. Seniority*
- 2. Ability to do the work required*
- 3. The right to bump*
- 4. Memorandums of Understanding re:  
Employment Security and Principles of  
Redeployment*

*If you are in doubt about the Employer decisions or actions:*

- 1. Check the Collective Agreement for language which may limit or put conditions on their rights.*
- 2. If no restrictions exist, then determine what policy they have in effect to cover the situation.*
- 3. Determine if this policy falls in line with pertinent legislation (i.e. Labour Relations Act, Human Rights Act, Workplace Safety & Health Act, etc.)*
- 4. Make certain their decision for a course of action is based on good sound management practice, not on bias or prejudices. Make certain it is consistent with other decisions they have made in the past.*
- 5. Be prepared to question their action/request rationale for the position the Employer has taken.*



**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.

*This language comes from the Labour Relations Act and seeks to ensure reasonable application/administration of the Collective Agreement and/or policies of the Employer.*

## **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/facility** 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/facility** 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.

*In accordance with the law, each and every nurse in the bargaining unit who is included in the scope of this agreement shall have dues deducted. These dues are deducted from their bi-weekly pay regardless of whether they have signed a Union membership form in accordance with the Rand formula for dues deduction. See Attachment #9 for history of the Rand formula. (Full-time and part-time nurses have dues deducted 26 pay periods per year, casual nurses have dues deducted in each pay period that they work.)*

*The Employer must send the dues to the MNU by the 15<sup>th</sup> day of the following month. Accompanying the payment of dues is to be a list of nurses from each site for whom deductions have been made and lists of nurses who:*



1. have terminated employment;
2. are newly hired;
3. are on a leave of absence for four (4) weeks or longer

*There is also provision for the Union to assess a general levy against its members which the Employer will deduct and forward to the MNU. This assessment has to be specific and generally assessed to all nurses and it can only happen once per year.*

***Excerpt from the MNU Handbook:***

***Dues Exemption:***

- (a) *Leave of Absence:* *A member on leave of absence of more than four weeks is exempted from paying dues. (less than four weeks – no exemption) A member on layoff (who is not working – see (d) below) or in receipt of Workers Compensation or on D&R benefits or on an unpaid leave of absence for a period of four weeks or longer remains a member in good standing without paying dues. As well, dues are not deducted from pre-retirement leave salary and the MNU will continue to represent these members should the need arise. MNU members on maternity leave with “top up” are exempt from paying dues as they are not on a paid LOA.*

*Nurses who are receiving Employer supplements to WCB/MPI payments from their income protection [Article 2303 (b) (i)], or paid for all hours worked during a return to work program either under WCB or non-insured who have not been returned to payroll are exempt from paying dues as they are not on a paid LOA.*

- (b) *Casual Nurses:* *Are included under all current Collective Agreements and pay provincial/local/worksite dues in any pay period worked.*
- (c) *Refunds:* *An individual is eligible for a refund of the MNU **provincial portion** of dues when they have paid in excess of a full year’s full-time/part-time provincial dues where MNU is the bargaining agent provided the dual dues paid are in excess of a full year’s full-time/part-time dues. To be eligible the member must make application in writing by January 31<sup>st</sup> of each year.*

- (d) Nurses on Lay-off: Nurses who are laid off but who continue to work additional available shifts and/or in term positions shall pay full dues on a **bi-weekly** basis (i.e., the same as when they are working regular full-time or part-time).

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 **Local/Worksite** President.

*This ensures each newly hired nurse is provided a membership form and the opportunity to become a signed member in a timely fashion. This should allow Locals/Worksites to have up to date membership lists.*

*When the Union Representative attends orientation sessions, she/he should encourage new hires to sign and return the membership forms. If a nurse does not wish to sign a membership form she/he will not receive a membership card or any mailouts from the Union.*

**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.

*This clause provides for a method of collecting dues that for one reason or another have fallen into arrears or collecting special assessments. The Employer does not take any action to collect dues in arrears until it receives written authority from the MNU.*

*The MNU will give the nurse(s) advance notice of any requested adjustments. MNU will provide a refund to any nurse who proves an overpayment of Union dues as per MNU policy.*

*Local/Worksite Treasurers should review monthly dues deduction listings to ensure all nurses in the bargaining unit are being deducted 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.

*For those nurses whose articles of faith dictate that they are prevented from joining or financially contributing to a Union, they must indicate same to the Union or Employer and make application to the Manitoba Labour Board if they wish to be considered for exemption from paying dues. There are several religious organizations that fall within these provisions.*

*A nurse who succeeds in this application shall continue to be deducted monies equivalent to union dues and such monies deducted shall be forwarded to a charity mutually agreed upon between the Union and the nurse.*

*This nurse who has succeeded in her/his application forfeits most of her/his Union rights. The Union has no obligation to represent her/him in matters pertaining to the Collective Agreement and will not file a grievance on her/his behalf. But, the nurse does have the right to cast a ballot for ratification or strike votes.*

**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.

*Should the Union wish to change the amount of dues to be deducted from each person in the bargaining unit, notice to the Employer must be given in writing by the MNU. The Local/Worksite must advise the MNU Provincial Office if a decision is made to change their Local/Worksite dues. The MNU will notify the Employer one (1) month or more before the end of the pay period in which dues deductions are to be made.*

*The Union cannot make changes more 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.

*This clause ensures the Union and Employer are kept informed of those persons with whom it is to deal on matters relating to the Collective Agreement.*

*The Local/Worksite shall supply such a list and supply revised lists within 4 weeks of any changes being made whenever any of their representatives are replaced or reorganized. List should include Executive and Voting Delegates. In accordance with the MNU Constitution, Locals/Worksites should be electing their Voting Delegates for the AGM in the following year, not the current year.*

**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.

*This provision allows nurses to use Employer time to act on behalf of the Union or in some specific matters of Union business. These instances generally relate to administering or policing the Collective Agreement (grievance, arbitration, orientation) or negotiating the terms of the Agreement.*

*If the Local wishes to conduct any business on Employer time for which it has no specific right under the Collective Agreement, it must make a request of the Employer. The granting of such request is at the discretion of the Employer and should not be unreasonably denied.*

**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:

Facilities of less than 150 beds --	Two (2) nurses
Facilities of 151 - 400 beds --	Three (3) nurses
Facilities of over 400 beds --	Four (4) nurses

(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/facility** 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.

*Provision is made for nurses to negotiate without suffering loss of pay. The negotiations must be with the Employer and a maximum is set on the number of nurses who will be paid during such negotiations.*

*Joint negotiations are also addressed and the Employer is again responsible for ensuring that the nurses, who are on the MNU PCBC do not suffer any loss of pay for those periods of negotiations.*

*The Employer continues to pay the nurse her/his scheduled days when she/he is away at negotiations.*

**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.

*This ensures each newly hired nurse receives a collective agreement at the time of hiring. Any questions related to the Collective Agreement can be reviewed during the Union orientation (see 512).*

**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 **facility/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.

*The Employer provides notice board space for the Union. Generally this consists of a notice board specified for Union use, perhaps to be used in conjunction with other Unions within the facility. The use of this board should be for the posting of information regarding Union meetings, elections and other non-confidential Union information. No prior approval is required.*

*Requests by the Employer for removal of material should not be frivolous in nature. They should only stem from a real concern for the reputation of the facility or the Employer/nurse relations within the facility.*

**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.

*It is important that the Employer advise the Union of newly hired nurses and when their orientation will occur. This is an opportunity for the Local/Worksite to meet/sign up new members and let them know what the MNU is. A copy of the Collective Agreement should be provided to each newly hired nurse at this time. Each Local/Worksite should assign the President or designate to conduct this orientation to the Union.*

*The Local/Worksite President should ensure that during the orientation, new hires are reminded to check their proper placement on the salary scale as per Article 38, their entitlement to Academic Allowances according to Appendix "B", and to ensure that they are enrolled in pension and benefit plans.*

**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.

*Section 72(1) of the Labour Relations Act identifies the Union as the sole bargaining agent for the bargaining unit and precludes any one individual from entering into agreements with the Employer, unless the Collective Agreement clearly provides for such agreements to be made (see 101). The Employer cannot rely upon any nurse's voluntary agreement to violate the terms of the Collective Agreement.*

## **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.

*A strike or lockout, as defined in the Labour Relations Act, cannot occur during the life of the Collective Agreement.*

*The grievance arbitration procedure is provided for dispute resolution during the life of the Collective Agreement.*

## **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.

*This clause incorporates rights and responsibilities as determined in section 9 of the Manitoba Human Rights Code. This provides members with access to the grievance/arbitration process to address discriminatory issues should the need arise.*

**Excerpt from Manitoba Human Rights Code:**

**PART II PROHIBITED CONDUCT AND SPECIAL PROGRAMS**

**"Discrimination" defined**

9(1) In this Code, "discrimination" means

- (a) differential treatment of an individual on the basis of the individual's actual or presumed membership in or association with some class or group of persons, rather than on the basis of personal merit; or
- (b) differential treatment of an individual or group on the basis of any characteristic referred to in subsection (2); or
- (c) differential treatment of an individual or group on the basis of the individual's or group's actual or presumed association with another individual or group whose identity or membership is determined by any characteristic referred to in subsection (2); or
- (d) failure to make reasonable accommodation for the special needs of any individual or group, if those special needs are based upon any characteristic referred to in subsection (2).

**Interpretation**

9(1.1) In this Code, "discrimination" includes any act or omission that results in discrimination within the meaning of subsection (1), regardless of

- (a) the form of the act or omission; and
- (b) whether the person responsible for the act or omission intended to discriminate.

**Applicable characteristics**

9(2) The applicable characteristics for the purposes of clauses (1)(b) to (d) are

- (a) ancestry, including colour and perceived race;
- (b) nationality or national origin;
- (c) ethnic background or origin;
- (d) religion or creed, or religious belief, religious association or religious activity;
- (e) age;
- (f) sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;



- (g) *gender identity;*
- (h) *sexual orientation;*
- (i) *marital or family status;*
- (j) *source of income;*
- (k) *political belief, political association or political activity;*
- (l) *physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;*
- (m) *social disadvantage..*

The Human Rights Code is available on line at  
<http://web2.gov.mb.ca/laws/statutes/ccsm/h175e.php>

**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.

*See Attachment #1 regarding **Harassment and Abuse Between Members – Protocol Regarding Union Representation (Article 7A.04).***

*Attachment #2A **Preventing Workplace Harassment.***

## **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.

*This wording guarantees the rights of nurses and the obligation of the Employer to ensure a safe workplace for nurses. The Employer is also obligated to provide necessary safety, protective equipment and the education for proper use of such equipment (for example*

N95 masks). *Workplace Safety and Health Regulations Part 6 obligates nurses to use the protective equipment supplied. Where the safety equipment is inadequate, the nurse has the right to challenge the Employer through the Workplace Safety and Health Committee.*

**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.

*The Workplace Safety and Health Act says there must be a Workplace Safety and Health Committee established at each workplace with more than twenty employees and the Collective Agreement supports the provisions of the Act. The MNU constitution and bylaws determines how the Locals/Worksites elect and/or select their representatives. The worker members of the WSHC determine the Worker co-chair by election (separate and apart from the entire WSHC). It is important that the local/worksites MNU WSH Representative attend all of the committee meetings and provide regular reports to the executive and membership. Local/Worksites are advised to elect/appoint an alternate so that if the representative is unable to attend, MNU members are still represented at the meeting. Local/Worksite and Regional Presidents should make every effort to keep current on the status of WSH issues within their jurisdiction including receiving copies of WSHC minutes as a regular order of business. If you have any questions contact your Labour Relations Officer.*

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.

*Requiring the Employer to provide these policies to the Workplace Safety and Health Committee ensures that the policies are reviewed and recommendations can be submitted. Please note that this language **does not** require the Employer to implement the recommendations.*

**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.

*This enshrines the employer's obligation to have a respectful workplace policy as well as the employer's commitment to basic principles such as an expeditious and impartial investigation. This is intended to address the concern that investigations are often protracted and that sometimes the employer selects an investigator who is not perceived by members to be impartial.*

*This clause seeks to ensure a safe working environment for nurses. There is an obligation on the part of the Employer to notify the Union of any abuse within 96 hours of the occurrence being reported. Development of a reporting process for incidents of abuse should be determined in accordance with Manitoba Health Policy 215.5 Violence Prevention Program for Healthcare Workers in Manitoba and Manitoba Regulation Part 11 Violence in the Workplace, and Part 10 Harrassment which form as attachments to this manual.*

*This clause can have a very broad application and no individuals who enter your work environment are exempt. It can apply in situations where the abuser includes: co-workers, contractors, volunteers, families, visitors, doctors, Employer representatives.*

*The Workplace Safety and Health Regulations require that the Employer, through the Workplace Safety and Health Committee, establish policies that clearly express that no form of harassment or abuse will be tolerated. The Workplace Safety and Health Committee, which is a joint committee comprised of Union and Management representatives, shall review the Respectful Workplace policy once a year. The policy must address how zero tolerance of staff abuse will be communicated within the facility/worksite. The communication strategy will include signs which advise staff, visitors, patients/residents/clients, doctors, etc. that this workplace supports zero tolerance of abuse.*

*See Attachment #1 regarding **Harassment and Abuse Between Members – Protocol Regarding Union Representation (Article 7A.04).***

*See Attachment #2 **Workplace Safety and Health Regulations Part 10 and 11***

*See Attachment #2A **Preventing Workplace Harassment***

*See Attachment #2B **Amendments to the Workplace Safety and Health Regulation on Violence Prevention.***

*See Attachment #2C **Manitoba Health Policy 215.5 Violence Prevention Program***

**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.

*The Employer shall bear the cost. See Attachment #3 - **Canadian Immunization Guide.***

*See Attachment #10 – **MNU's position Re Hepatitis Vaccines***

**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 unless a greater**

**distance is mutually agreed between the Employer and the nurse.**

*This clause outlines the Employer's and the Union's legal responsibility under the Human Rights Code to accommodate nurses returning from medical leaves of absence and leaves of absence related to D & R, MPI and WCB claims. Where D & R, MPI or WCB is not funding the return to work, the Employer is responsible for payment of hours worked\*\*. The nurse in the Rehabilitation and Return to Work Program must be "supernumerary" when reasonably possible. "Supernumerary" means that the nurse is in addition to the regular staffing complement to ensure that the return to work will be successful.*

*In the absence of a third party insurer attendance by the affected member at any meetings related to the Return to Work program shall be compensated by the employer.*

*The inclusion of the Union in the Rehabilitation and Return to Work process is mandatory. This clearly defines the requirement for union representation at the initial meeting. With union concurrence, subsequent meetings may not require union representation, however the Union makes this determination. It is not the Employer's decision as to whether or not the Union attends.*

*\*\* If the nurse is in receipt of EI, the Employer is still responsible to pay for hours worked and it is the responsibility of the nurse to report her/his earnings to EI.*

*It may be necessary to consider waiving job postings after all avenues have been exhausted, to ensure every reasonable effort has been made to accommodate a nurse in the workplace in accordance with the Duty to Accommodate.*

*Case Law is continually evolving in regards to the Duty to Accommodate. Please consult with your Labour Relations Officer on any matters related to Accommodation.*

**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.

*Reflects the provisions of the Public Interest Disclosure Act*

**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.

*This seeks to ensure that new Workplace Safety and Health Committee members receive valuable basic training in order to be a productive and effective member of the committee. As well, it allows for this training to take place within the first year when it is needed most. Finally, the language recognizes the professional autonomy of members in selecting training that best meets their needs provided that it covers the basics of workplace health and safety.*

***Time off for committee work – See Sections 40(11) and 44((1) under Attachment #2.***

*The rights for workers regarding the Workplace Safety and Health Committee are clearly enshrined in the legislation. It is common for Employers to request a variance from these legislated rights. Workplace Safety and Health Committee members should contact the LRO if the Employer is proposing a variance.*

## 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.

*When considering technological change, it should not be confused with "Change of Function of Nursing Unit" (refer to Article 9).*

*The introduction of new computer systems, (e.g. charting systems, electronic medical records) does not constitute technological change under this article. This example may need to be addressed under Article 2407 and/or Nursing Advisory Committee. Equipment or material that affects employment security and/or staff mix/ratios, e.g. robotics, could be considered Technological Change. Prior to implementing a technological change, the Employer should have developed a plan of action. This will ensure that when the one hundred and twenty (120) days minimum notice is given to the Union, meaningful negotiations may take place. This is important as an arbitration hearing will give a decision if one cannot be reached between both parties.*



**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.

*The option provided in (i) job competition and (ii) bumping, is at the nurse's discretion.*

**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.

*Health care delivery is evolving in our Province. Please contact your Labour Relations Officer with your specific situation.*

*The notice to MNU and subsequent discussions are to ensure that the affected nurse's rights are protected. The Employment Security provisions will be applicable in conjunction with this clause when there are associated deletions. Reasonable provisions may include training, adequate orientation, relocation, enforcing bumping rights.*



*An arbitration award has determined that two conditions need to be met in order for 90 days Change of Function notice to apply:*

- 1. If it is the Employer who initiates the change of its own volition, and*
- 2. There must be a change to the general overall function of the nursing unit.*

*i.e. Changing from acute care to transitional care does not qualify nor does changing from a urology surgical unit to a general surgical unit qualify.*

*Changing from a surgical unit to a medical unit or a long term care unit would qualify.*

### **Applicable for Home Care Nurses**

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

## **ARTICLE 10 -- EMERGENCY, DISASTER, FIRE PLANS**

### **1001**      **Emergency**

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

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

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.

*Nurses are required to perform duties as assigned during any period declared as an emergency.*

*A critical event must occur before a disaster is declared. Situations such as a fire or contaminated water supply within a facility or a disaster outside of the facility such as a blizzard or flood, plane crash, motor vehicle accident, train wreck, might be classified as an Emergency. Disaster exercises or fire drills are not emergencies (see 1002).*

*The notice to MNU of a major health alert such as a possible pandemic occurrence is in addition to notice to the Local/Worksite. The notification to MNU is to ensure the best possible communication and co-ordination of any necessary responses to a major health alert.*

*Written confirmation of the declaration of Emergency may be delayed in extreme situations.*

***A staffing shortage in itself is not an emergency.***

- (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.

*The Employer cannot declare an emergency in the event of strike by its employees.*

## **1002**      Drills

- (a) **Site/Facility** disaster, emergency or fire plans brought into effect by drill shall override the provisions of this Agreement provided always that where overtime is

worked by reason of a disaster or fire drill, pay, or by mutual agreement equivalent time off will be granted.

- (b) The importance of regular disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union and, to this end, the participation of all nurses is encouraged.
- (c) Fire drills and equipment testing shall be held in accordance with the Manitoba Fire Code, and a review of written disaster plan exercises will be conducted at least once annually. The **site/facility** will ensure that the telephone fan-out system will be maintained on a perpetual basis. Each newly hired nurse shall receive the appropriate information relative to the **site/facility** emergency, disaster, and fire plans during orientation to the **site/facility**. An in-service session related to evacuation procedures will be conducted at least once annually.

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

*This allows the Workplace Safety and Health Committee to monitor this policy. Please note that this language **does not** require the employer to implement the recommendations.*

*Under the National Building Code, Hospitals and Personal Care Homes are classified Group B, Division 2 occupancies. Under this classification the Manitoba Fire Code orders that fire drills shall be held at least monthly.*

## 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 Facility joint committee to which the Union is required to appoint representatives.

*The “one (1) hour” is a minimum and should not preclude meetings from lasting as long as required to deal with the issues.*

- (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 facility 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.

*Improves the opportunity for nurses to be relieved to attend joint committee meetings.*

#### **1102 Union Management Committee**

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

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

*This Committee is intended to be a constructive vehicle for both parties at each site and should meet at least bi-monthly to maintain communication between senior site management and the worksite unit. Meetings may be held more frequently if requested by either party. Information discussed at those meetings provides the Employer with the opportunity to respond to the nurses’ concerns on a formal basis. Minutes should be kept as a record. It is not intended that this Committee become involved in collective bargaining or grievance discussions. Issues related to nursing workload and/or staffing must be dealt with under Nursing Advisory Committee. **Any interpretations discussed should be confirmed with your Labour Relations Officer prior to agreement with the Employer.***

*Examples of appropriate topics for discussion at Union Management meetings include the reporting process for abuse incidents, payroll questions, parking issues, security (which might also be covered in WSH), benefit plan changes, laundry, dietary, pharmacy, and cafeteria.*

## **1103 Nursing Advisory Committee**

### **(1) Purpose of the Committee**

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

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

*Workload Staffing Reports are specifically referenced in the Nursing Advisory Committee language. This will ensure that unresolved issues identified by WSR's filled out by nurses will be part of the Nursing Advisory Committee agenda and discussions.*

*The words "and other matters of concern" broadens the scope of discussion under (a) (ii) to include other issues, for example: Employer policies, nursing administration, funding, etc.*

- (b) The parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective patient/resident/client care and contributes to a healthy work environment.
- (c) It is further agreed it is in the best interests of the Employer, the facilities 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.

*The content of these three sections provides further direction with respect to issues that can be discussed at the nursing advisory committee. The MNU representatives on the NAC should ensure that the data referred to in paragraph 3 is shared at the NAC on a regular ongoing basis.*

*Ensures the Union's access to data required to make informed decisions by the NAC committee members. Including the use of Agency nurses.*

- (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.

*The addition of 1(e) confirms the long-standing practice that because the forms are a joint venture, the cost to produce the forms is also a joint venture.*

*The working group is established to assist with the refreshing and renewing of the WSR's. Much of this work has already been completed by an ad hoc working*

*group and this language will now allow that work to be completed and for the new forms to be implemented quickly. A very important feature of the working group is the obligation of the parties to review the use of the form and to jointly plan education for members, managers and employers, again cementing the joint nature of the form. This is an important component of the goal to renew and refresh the use and purpose of WSR's.*

- (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.

*The release of this data is limited to the committee members and should only be shared with the referring nurses.*

## **(2) Committee Representation and Meeting Processes**

- (a) The NAC shall be comprised of at least two (2)\* and up to three (3)\*\* nurses appointed by the Union (at least one of whom shall be a registered nurse or registered psychiatric nurse), and senior nursing management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. Other persons may be invited to participate as mutually agreed.

\* Two (2) at those facilities which have less than three (3) out of scope senior nursing managers.

\*\* Four (4) for those facilities exceeding 400 beds.

*The intent of having a Senior Nursing Management representative is to have a person who is able to make/influence decisions on behalf of the Employer. Management representatives may not all be nurses however, we suggest that at least one of them be a nurse.*

- (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).

*Minutes of the meeting must accurately reflect the discussions that have taken place including the Union's position and the Employer's position on the issues and the minutes may be amended as necessary to reflect this.*

- (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 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.



*Workload Staffing reports have traditionally been completed when nurses identified an unsafe or potentially unsafe situation. Going forward, the WSR will be completed only if the nurse has identified an unsafe or potentially unsafe situation and the situation is allowed to continue with no steps taken to create an environment where safe, quality patient care can be delivered by the nurse.*

*If the Employer has been made aware of the unsafe situation and does not respond or if the response was ineffective, the nurses concerned will complete the WSR and submit the WSR to the out of scope manager with whom they discussed the situation. Nurses are advised to take a photocopy of the WSR for their records and document the date and time they discussed the situation and submitted the form. The out of scope manager has 14 days after the form is submitted to provide a written response. Their response MUST outline the actions they took in response to the report of unsafe conditions and what further actions will be implemented to avoid a repeat of the situation. As a very important next step in the process, all WSR's are to be reviewed and discussed at the next NAC meeting. The NAC members must follow-up with the nurse who completed the form to advise her of the outcome of the discussion and any further actions to be taken.*

- (b) Those issues referenced in 1 (a) (ii) above may be placed on the agenda at any time by any NAC member.
- (c) If the decision of the NAC regarding an issue referenced in 1 (a) (i) or 1 (a) (ii) above is unacceptable to the nurse(s) who submitted the issue, or if the NAC is unable to resolve the issue(s) in 1 (a) (i) or 1 (a) (ii), the matter shall be referred in writing to the facility Administrator/Executive Management Committee. Upon the request of either party, a meeting will be scheduled as soon as is reasonably possible but no later than fourteen (14) days.

*This allows for unresolved NAC issues relative to nursing professional practice as referred to in 1 (a) (ii) above to be referred to the facility administration and an IAC if required.*

*This provides an opportunity for the nurse(s) who submitted the issue to the NAC or the RHA NAC to meet with the RHA Executive Management Committee.*

- (d) The response of the Administrator/Executive Management Committee shall be provided in writing to the nurse(s) and the NAC within fourteen (14) calendar days of the referral unless otherwise mutually agreed.
- (e) Where, in the opinion of the nurse(s) who submitted the issue, the response from the Administrator/Executive Management Committee 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.

*The MNU nominee must be appointed by MNU provincially.*

- (b) A meeting of the IAC to investigate and make recommendations shall be held within thirty (30) calendar days of the IAC's appointment unless a longer time frame is otherwise mutually agreed between the Employer and the Union. Such recommendations shall be provided in writing to the nurse(s), the NAC, and the Administrator/Executive Management Committee within a further fourteen (14) calendar days. The Employer shall convene a meeting of Employer representatives, the Union and representative(s) selected by, and from amongst, the nurses who referred the matter/issues to the NAC, subsequent to the receipt of the report, to review and discuss potential implementation of the recommendations.

*This clause ensures the Employer will call a meeting with the Union and nurse representatives to review and discuss potential implementation of the recommendations of the report. This allows an opportunity for the nurses who referred the matter initially to have dialogue with the Employer representatives on 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 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 IAC report. The NAC shall provide the nurse(s) with a copy of that portion of the minutes of the Board's meeting relating to issues raised by a nurse(s) under 1 (a) (i) above.

*[The IAC will be established, investigate and hear evidence relating to the issue(s) and make recommendations to resolve the issues. However, in Regional Agreements, issues that remain unresolved at the Worksite should be referred to the Regional NAC to attempt resolution prior to referring to an IAC.]*

## **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 (3<sup>rd</sup>) 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 11 -- JOINT COMMITTEES

(Applicable for rural regional agreements)

### **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.

*The "one (1) hour" is a minimum and should not preclude meetings from lasting as long as required to deal with the issues.*

- (b) All reasonable efforts will be made to relieve a nurse who is appointed to attend meetings of the Union Management Committee, Nursing Advisory Committee or any other worksite/regional 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.

*Improves the opportunity for nurses to be relieved to attend joint committee meetings.*



(Pilot Project in effect – please see pages 45 – 48)

- (A) The Employer and the Union agree to establish and maintain a Union Management Committee at each site comprising the Regional Health Authority, consisting of not less than two (2) persons appointed by each of the parties. Management representatives shall include the designated senior nursing manager at the site. Union representatives shall be nurses employed at the site. 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.

The purpose of this committee shall be to discuss/study/make recommendations to the Employer and Union regarding matters of mutual concern at that site.

*This Committee is intended to be a constructive vehicle for both parties at each site and should meet at least bi-monthly to maintain communication between senior site management and the worksite unit. Meetings may be held more frequently if requested by either party. Information discussed at those meetings provides the Employer with the opportunity to respond to the nurses' concerns on a formal basis. Minutes should be kept as a record. It is not intended that this Committee become involved in collective bargaining or grievance discussions. Issues related to nursing workload and/or staffing must be dealt with under Nursing Advisory Committee. **Any interpretations discussed should be confirmed with your Labour Relations Officer prior to agreement with the Employer.***

*Examples of appropriate topics for discussion at Union Management meetings include the reporting process for abuse incidents, payroll questions, parking issues, security (which might also be covered in WSH), benefit plan changes, laundry, dietary, pharmacy, and cafeteria.*

- (B) In addition, the Employer and the Union agree to establish and maintain a Union Management Committee for the Regional Health Authority consisting of at least two (2) and not more than four (4) nurses appointed by the Union, and senior management representatives appointed by the Employer, the number of whom shall not exceed the number of Union representatives. The Committee shall meet at the request of either party subject to ten (10) days notice being given, but not less than semi-annually. Other persons may be invited to participate as mutually agreed.

This committee shall address concerns as follows:

- (i) Issues that have been referred by any site Union Management Committee because they could not be resolved at the site level, or
- (ii) Issues that have region-wide implication.

Where a nurse is required to use her/his 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.

## **Rural RHA Union Management Pilot Project**

Within sixty (60) days of ratification the following Pilot Project shall commence.

- 1) The Union agrees to the following committee structure:
  - IERHA - five committees
  - NRHA - three committees
  - PHM - ten committees
  - SH-SS - eight committees
- 2) Individual sites may opt out of the committee groupings
- 3) The Employer will pay mileage for all site representatives to attend six (6) committee meetings per fiscal year.
- 4) 18 months after ratification the MNU and the LRS shall reconvene for three purposes:
  - a) to assess the relative strengths and weaknesses of the pilot project and determine whether or not to continue
  - b) to determine if the Union Management model could be applied to NAC's and if so to negotiate an implementation plan
  - c) to review any requests for sites wishing to opt out of the Union Management Pilot Project
- 5) If a site specific issue or concern arises, either party may request a site Union Management meeting. Such meeting will take place within five days of the request.

## **UNION MANAGEMENT PILOT PROJECT GROUPINGS**

### **PRAIRIE MOUNTAIN HEALTH**

1. Swan River, Benito
2. Dauphin
3. Russell, Roblin, Rossburn, Birtle, Shoal Lake, Hamiota, Rivers, Grandview, Gilbert Plains, Sandy Lake
4. Boissevain, Melita, Deloraine, Killarney, Cartwright
5. Wawanesa, Glenboro, Treherne, Baldur, Carberry
6. Neepawa, Erickson, Minnedosa, McCreary
7. Virden, Elkhorn, Reston, Souris, Hartney
8. Brandon (Brandon Regional Health Centre, Fairview, and Rideau Park)
9. Home Care, Public Health
10. Community Programs (Community Based Mental Health, Child & Adolescent Treatment Centre, Crisis Services, Regional Programs)

### **INTERLAKE EASTERN**

1. Selkirk and District General Hospital
2. Community
  - Home Care Program
  - Public Health Program
  - Crisis Services (Mental Health)
  - Quick Care
3. West
  - Stonewall and District Health Centre
  - Teulon Hunter Memorial Health Centre
  - Lakeshore District Health Centre (Ashern Hospital & PCH, Eriksdale Hospital & PCH, Lundar PCH)
4. Central
  - Arborg and District Health Centre
  - Fisher Personal Care Home
  - Hodgson Renal Health Centre
  - Johnson Memorial Hospital
  - Berens River Renal Health Centre

5. East

Beausejour Health Centre  
East Gate Lodge  
Kin Place Health Complex  
Pine Falls Health Complex  
Whitemouth Health District  
Winnipeg River Health District – Lac du Bonnet  
Winnipeg River Health District – Pinawa Hospital

**SOUTHERN HEALTH – SANTE' SUD**

1. Bethesda Hospital/Bethesda Place

2. Boundary Trails Health Centre

3. Portage District General Hospital

4. North

Douglas Campbell Lodge  
Lions Prairie Manor  
Lorne Memorial Hospital  
MacGregor and District Health Centre  
Seven Regions Health Centre

5. Mid:

Boyne Valley Lodge  
Carman Memorial Hospital  
Centre Medico DeSalaberry District Health Centre  
St. Claude Health Centre (Hospital/Pavilion)  
Red River Valley Health District

6. East:

Hospital Ste. Anne Hospital  
Vita & District Health Centre

7. West:

Altona Community Memorial Health Centre  
Foyer Notre Dame Inc.  
Centre de Santé Notre Dame  
Pembina-Manitou Health Centre

8. Community

Home Care Program  
Public Health Program  
Primary Health Program

## NORTHERN

### 1. West # 1

Flin Flon General Hospital  
Snow Lake Medical Nursing Unit  
Home Care Program  
Public Health Program

### 2. West # 2

The Pas Health Complex  
Home Care Program  
Public Health Program

### 3. East

Thompson General Hospital  
Gillam Hospital, Inc.  
Lynn Lake Hospital  
Leaf Rapids Health Centre  
Home Care Program  
Public Health Program

**Nursing Advisory Committee**

(Prairie Mountain Pilot Project in effect)

**(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.

*Workload Staffing Reports are specifically referenced in the Nursing Advisory Committee language. This will ensure that unresolved issues identified by WSR's filled out by nurses will be part of the Nursing Advisory Committee agenda and discussions.*

*The words "and other matters of concern" broadens the scope of discussion under (a) (ii) to include other issues, for example: Employer policies, nursing administration, funding, etc.*

- (b) The parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective patient/resident/client care and contributes to a healthy work environment.
- (c) It is further agreed it is in the best interests of the Employer, the facilities 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.

*The content of these three sections provides further direction with respect to issues that can be discussed at the nursing advisory committee. The MNU representatives on the NAC should ensure that the data referred to in paragraph 3 is shared at the NAC on a regular ongoing basis.*

*Ensures the Union's access to data required to make informed decisions by the NAC committee members. Including the use of Agency nurses.*

- (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.

*The addition of 1(e) confirms the long-standing practice that because the forms are a joint venture, the cost to produce the forms is also a joint venture.*

*The working group is established to assist with the refreshing and renewing of the WSR's. Much of this work has already been completed by an ad hoc working group and this language will now allow that work to be completed and for the new forms to be implemented quickly. A very important feature of the working group is*



*the obligation of the parties to review the use of the form and to jointly plan education for members, managers and employers, again cementing the joint nature of the form. This is an important component of the goal to renew and refresh the use and purpose of WSR's.*

- (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.

*The release of this data is limited to the committee members and should only be shared with the referring nurses.*

**(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.

*The intent of having a Senior Nursing Management representative is to have a person who is able to make/influence decisions on behalf of the Employer. Management representatives may not all be nurses however, we suggest that at least one of them be a nurse.*

- (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).

*Minutes of the meeting must accurately reflect the discussions that have taken place including the Union's position and the Employer's position on the issues and the minutes may be amended as necessary to reflect this.*

- (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.

*Workload Staffing reports have traditionally been completed when nurses identified an unsafe or potentially unsafe situation. Going forward, the WSR will be completed only if the nurse has identified an unsafe or potentially unsafe situation and the situation is allowed to continue with no steps taken to create an environment where safe, quality patient care can be delivered by the nurse.*

*If the Employer has been made aware of the unsafe situation and does not respond or if the response was ineffective, the nurses concerned will complete the WSR and submit the WSR to the out of scope manager with whom they discussed the situation. Nurses are advised to take a photocopy of the WSR for their records and document the date and time they discussed the situation and submitted the form. The out of scope manager has 14 days after the form is submitted to provide a written response. Their response MUST outline the actions they took in response to the report of unsafe conditions and what further actions will be implemented to avoid a repeat of the situation. As a very important next step in the process, all WSR's are to be reviewed and discussed at the next NAC meeting. The NAC members must follow-up with the nurse who completed the form to advise her of the outcome of the discussion and any further actions to be taken.*

- (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.

*This allows for unresolved NAC issues relative to nursing professional practice as referred to in 1 (a) (ii) above to be referred to the facility administration and an IAC if required.*

*This provides an opportunity for the nurse(s) who submitted the issue to the NAC or the RHA NAC to meet with the RHA Executive Management Committee.*

- (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.

*The MNU nominee must be appointed by MNU provincially.*

- (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.

*This clause ensures the Employer will call a meeting with the Union and nurse representatives to review and discuss potential implementation of the recommendations of the report. This allows an opportunity for the nurses who referred the matter initially to have dialogue with the Employer representatives on 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.

*[The IAC will be established, investigate and hear evidence relating to the issue(s) and make recommendations to resolve the issues. However, in Regional Agreements, issues that remain unresolved at the Worksite should be referred to the Regional NAC to attempt resolution prior to referring to an IAC.]*

## **1105 Regional Nursing Advisory Committee**

### **(1) Purpose of the Committee**

- (a) In addition, at the request of either the Union or the Employer's senior nursing management, a Regional Health Authority Nursing Advisory Committee (RHA NAC) shall be established to address issues as outlined in 1103 (a) above which have regional impact, as well as the following:
- (b) The parties mutually recognize that resolving nurses' workplace issues supports the delivery of effective patient/resident/client care and contributes to a healthy work environment.
- (c) It is further agreed it is in the best interests of the 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, 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, 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 at least two (2) and up to four (4) 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) 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 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 NAC shall meet at the request of either party subject to five (5) days notice being given but not less than bi-monthly unless otherwise mutually agreed.
- (d) The chair and the secretary of the 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.

**(3) RHA NAC Procedures**

- (a) A nurse(s) with a concern which may be of regional impact may complete and submit a NAC summary report to the Chair of the 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 reasonably possible.
- (c) The response of the regional senior nursing manager/senior nursing officer 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 regional senior nursing manager/senior nursing officer 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 RHA NAC and the senior nursing manager/senior nursing officer within a further fourteen (14) calendar days. The Employer shall convene a meeting of Employer representatives, the Union and representative(s) selected by, and from amongst, the nurses who referred the matter/issues to the RHA 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 IAC including the number, type and disposition of issues dealt with by the RHA 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 (a) (i) above.

See Attachment #13 – **Workload Staffing Report Flow Chart**

## **ARTICLE 12 -- GRIEVANCE PROCEDURE**

*In grievances involving application of the Collective Agreement and non-disciplinary issues, the onus of proof lies with the grievor. The onus of proof lies with the Employer on all disciplinary matters*

**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.

*A definition of a grievance is established in this clause. A grievance is any difference which arises between the nurse, nurses or the Union and the Employer. The differences are restricted, however, to the application, interpretation or violation of the Collective Agreement. To determine if a grievance exists, one has to determine if the complaint arises as a result of incorrect or unfair application of the Collective Agreement.*

*Not all problems that arise are clear cut in terms of whether or not they constitute a grievance, some are questionable. If you are approached to initiate a grievance, an investigation of the complaint must be done.*

**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.

*The nurse has an obligation to obey the Employer's direction and then initiate a grievance. The only exceptions to this are if the nurse is concerned about **her/his personal safety** (WS and H Act) or the nurse is being asked to do something illegal. With respect to the right to refuse dangerous work, the nurse must **first** report her/his concerns to the immediate supervisor to allow the supervisor to rectify the situation. For further information, refer to Attachment #2, Workplace Safety and Health Act.*

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

*The nurse is entitled to have a Union representative assist her/him in presenting her/his case to the Employer at any or each step of the grievance procedure.*

*A Union representative is a duly elected or appointed representative of the Local/Worksite or a Labour Relations Officer. If the Employer approaches the Union representative to be present at the meeting, it is imperative that the Union representative ask the nurse if they wish them to attend.*

**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.

*Under this clause a nurse or Union representative is allowed time to process a grievance, during working hours **without loss of pay**. The Employer shall not unreasonably deny the representative such time off.*

**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.

*The 15 days starts the day after the grievance occurs and excludes Saturdays, Sundays and Recognized Holidays.*

*The Complaint Stage of the grievance may be initiated verbally or in writing. If the matter is submitted on a grievance form, it will require the signature of the grievor.*

**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.

*If the dispute is not resolved within the 15 day period of the Complaint Stage the grievor and/or a Union representative may immediately present the grievance, in writing, on the prescribed MNU grievance form to the Human Resources Consultant or equivalent. The Union has 10 days, excluding Saturdays, Sundays and Recognized Holidays, following the discussion/complaint stage to submit the grievance at Step One (total 25 days). The Human Resources Consultant or equivalent has 10 days, excluding Saturdays, Sundays and Recognized Holidays, from the date following receipt of the written grievance from the Union to respond to the grievance in writing.*

*In the event the Human Resources Consultant or equivalent fails to respond within the specified time limits, the Union should file the next step of the grievance immediately.*

**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.

*In accordance with MNU policy, the MNU takes control of the grievance at Step Two. In the event the Human Resources Director or equivalent fails to respond within the specified time limits, the MNU may refer the grievance to arbitration or to the Grievance Investigation Process – See Memorandum #31.*

**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.

*Either party may request an extension to the time limits specified in the grievance procedure. Any agreement shall be confirmed in writing. Generally, extensions are granted if they will not prejudice the parties, i.e. locating witnesses or documents to be used in evidence.*

**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.

*If an extension is granted then the limits are revised to the date agreed upon by the parties.*

*Section 121.2 of the Labour Relations Act of Manitoba allows for a grievance to be processed even when time limits have been exceeded. The process can continue as though the time limits weren't breached and the Arbitrator can decide on whether or not such a breach prejudices the case of either party. If it determines not, then she/he can set out an award binding both parties.*

## **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.

*Only the MNU can refer a matter to arbitration.*

*The MNU Board of Directors must approve funds before a matter can proceed to an arbitration hearing.*

**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.

*It has been the practice for LRO's to forward the request to the Minister of Labour with a copy to the Manitoba Labour Board.*

**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.

*It has been the practice for LRO's to forward the request to the Minister of Labour with a copy to the Manitoba Labour Board.*

**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.

*The decision of a sole arbitrator or Arbitration Board is final and binding upon both parties and the award must be implemented.*

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

*The arbitration hearing is more informal than the court of law.*

**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.

*The onus of proof lies with the Employer on all disciplinary matters. In grievances involving application of the Collective Agreement and non-disciplinary issues, the onus of proof lies with the grievor.*

*There is an obligation on the nurse who is terminated/suspended to mitigate losses of salary. This will include applying for alternate positions and/or EI during the period that the nurse is waiting for her/his grievance to be arbitrated.*

*We recommend that nurses who are applying for EI consult with the Community Unemployed Help Centre (942-6556), before their application is submitted.*

**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.

*A formula is provided for covering the costs of arbitration as follows:*

- (a) *Cost of the Chairperson: Is split on a 50-50 basis by both the Employer and the Union. This usually includes*



*the cost of the meeting room, preparation of the award, meetings with the board members, phoning to arrange the arbitration, etc.*

- (b) *Cost of nominee: Each party pays the cost of their own nominee to the board. This is basically a cost for the nominee's time with the other members of the board, either in caucus or sitting at the hearing. It may also include preparation of a dissenting award if that is provided.*
- (c) *Cost of counsel: Each party pays for the cost of the lawyer, etc. representing them. This cost generally includes all preparation, investigation, research and presentation of the material at the hearing.*

**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.

*If a nurse is required or subpoenaed to be a witness at an arbitration hearing then the Employer must pay her/his wages for any hours lost as a result of her/his absence from work. This provision applies regardless for whom she/he is a witness. If you receive a subpoena please call your Labour Relations Officer.*

**MNU Handbook Policy Re: Grievance Arbitration and Labour Board Hearings:**

**13. POLICIES APPLICABLE TO GRIEVANCE AND ARBITRATION**

- (a) *Locals/Worksites are advised to consult with staff members prior to filing grievances. Costs incurred by staff in obtaining information and legal advice will be paid by MNU.*



- (b) *Grievances cannot proceed to arbitration unless approved by the Board of Directors.*
- (c) *Expenses paid include:*
  - i. *Costs associated with travel, research, and preparation of materials and briefs;*
  - ii. *Cost of legal counsel if necessary and approved by the Director of Labour Relations;*
  - iii. *Cost of hearings;*
  - iv. *Any additional or unusual expenses will be considered as necessary;*
  - v. *Other involved members (i.e. other than the grievor) in any grievance have the right to have legal counsel of their own choice present at arbitration hearings and further, such legal counsel will be at that member's own expense.*

*Grievance Arbitration, Labour Board Hearings, Inquests and/or Inquiries (re witnesses, including grievors at Arbitration and Labour Board Hearings):*

- i. *The MNU shall not pay the salary of any nurse who is eligible to be reimbursed for loss of salary under Article 13 of the Collective Agreement (or applicable clause in each Collective Agreement).*
- ii. *Subject to paragraph (i) above, if the MNU requires and/or subpoenas a witness for a hearing or the witness needs to prepare with MNU legal counsel, the MNU will pay expenses, salary replacement for salary lost and if on a day off, salary replacement for the hours spent at the hearing up to a maximum of seven and three-quarter (7  $\frac{3}{4}$ ) hours.*

*If the President of a Local/Worksite or a Grievance Representative is required by the MNU to be present at the hearing(s), the MNU will reimburse for salary lost. There must be notice of requirement to attend by the Director of Labour Relations.*

*If observers (i.e. those not required) attend, it is at their own or Local/Worksite's expense.*

*(Also, Note: Central Collective Agreement – Article 1204 (or applicable clause in other Collective Agreements, deals with grievance – mediation cases.)*

**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.

*Although we cannot force the Arbitrator to provide a hard copy as well as a disk/electronic version, both parties have acknowledged that this would be beneficial.*

## **ARTICLE 14 -- HOURS OF WORK**

**1401** Seventy-seven and one-half (77.50) hours (or hours as applicable) shall constitute a bi-weekly period of work, excluding meal periods, but including rest periods.

*This clause ensures annual full-time hours equal 2015 hours. The average may be greater and/or lesser hours than this amount, i.e. a full-time nurse may not actually work 10 shifts in 2 weeks (bi-weekly period). Meal periods are not included in this total and are unpaid. Rest periods of 15 minutes are included in the 77.50 hours and must be paid.*

### **Applicable for Community Health Nurses:**

**1401** Seventy-two and one-half hours (72.5) shall constitute a bi-weekly period of work, excluding meal periods, but including rest periods. The Community Health Nurse as mutually agreed may vary hours worked in order to effectively carry out the various duties and responsibilities of the position.

### **Applicable for Community Health Nurses:**

*This clause ensures annual full-time hours equal 1885 hours. This clause states that over the course of two weeks, a full-time nurse shall be paid a total of 72.50 hours. Meal periods are not included in this total and are therefore unpaid. Rest periods of 15 minutes are included in the 72.50 hours and must be paid. The Employer may schedule the Community Health Nurse to work an evening shift or a modified evening shift in accordance with notice as per 1501. If nurses are not given this notice, they cannot be forced to flex their hours within the bi-weekly period. If the nurse wants to flex her/his hours, she/he must have the Employer's agreement.*

*“...vary hours worked in order to effectively carry out the various duties and responsibilities of the position” means to flex hours e.g. work 10 hours one day and 6 hours the next day or alter start time in order to do an evening prenatal class. CHN are not entitled to overtime until they have worked in excess of 80 hours in a bi-weekly period. Nurses are not able to bank those excess hours worked between 72.5 and 80 hours in a bi-weekly period to take at a later date. These excess hours must be flexed as time off within the bi-weekly period or paid out at straight time.*

**1402** The meal period will be scheduled by the Employer and will be **one-half (.50)** of an hour in duration, unless otherwise mutually agreed between the nurse(s) concerned and the Employer.

*It is the Employer's obligation to schedule the meal period and it will normally be **1/2 hour** in length. (Meal periods vary depending on the Collective Agreement) However, the option is open to the Employer and the nurse to adjust length of the meal period if mutually agreed. The nurse is to be free and unencumbered during the unpaid meal break and is entitled to leave the worksite if she/he so desires. When time or circumstance does not permit the nurse to take the meal break as described, she/he is entitled to overtime pay.*

**Applicable for Home Care Nurses:**

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

**Applicable for Community Health Nurses:**

**1402** The meal period will be scheduled by the Employer and will be three-quarters of an hour (.75) in duration, unless otherwise mutually agreed between the nurse(s) concerned and the Employer.

*When time or circumstance does not permit the CHN to take the meal break as described, she/he is not entitled to overtime pay, however she/he may flex this time back within the bi-weekly pay period.*

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

*Every nurse must receive a 15 minute paid break scheduled by the Employer, for every 3 hours of work and if missed shall be paid at overtime rates (i.e. an additional ½ time).*

*Carrying a pager on a paid break does not incur overtime unless the nurse is actually called to return to her/his duties.*

**1404** A shift shall be **seven and three-quarter (7.75)** consecutive hours (or hours as applicable) 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.

*Shift lengths may be altered by the Union, acting on behalf of the nurses whose schedule is affected, and the Employer. The Local/Worksite must be involved in this discussion since any change will require an amendment to the Collective Agreement. Amendments of this nature altering shift lengths must be included in a memorandum and approved by a simple majority vote of the membership at a general meeting of the Local. The memorandum may be generic in nature or specific to a small group of nurses on a unit or ward. A procedure for implementation and discontinuance should be included in the memorandum. Unless otherwise specified in an existing memo which alters the shift length, the percentage recommended for implementation and/or discontinuance is 50% plus 1. If there is discontinuance hours of work revert back to the 7.75 hour shift or some other mutually agreeable variation.*

*If the agreement contains the standard memorandum on shifts of less than 7 3/4 hours, that memo sets out the process to follow for shifts of less than 7 3/4 hours. If the agreement does not contain that memo, 1404 applies.*

*Nurses eligible to vote with respect to altering shift length include:*

- *permanent and term nurses on the unit for the trial period.*
- *permanent nurses including the nurses on leave who hold a permanent position vote for permanent implementation of the altered shift length.*
- *casual nurses are not eligible to vote in either case.*

*“Nurses whose schedule is affected” mean those nurses who will actually work the altered shift.*

*Employment Security notice/deletions are not required for trial and/or permanent implementation of changes in shift length unless the EFT’s change.*

*The Employer may post new and/or vacant positions with altered shift lengths i.e. 10 hours and 12 hours without notice to the Union.*

**Applicable for Community Health Nurses:**

**1404** *A shift shall be seven and one-quarter (7.25) 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.*

*See above.*

**Applicable for Home Care Nurses:**

**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.*

**Applicable for Home Care Nurses:**

*Where the shift length provides for an unpaid meal period and a nurse remains with a client(s), the meal period will be paid at overtime rates of pay. Regardless of the number of splits in a day, the nurse only receives one premium of \$12/day. The Employer is urged to create schedules where the nurse works a continuous number of hours up to 7.75 hours in a day.*

**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.

*This guarantees payment for all scheduled shifts for full and part-time nurses. This clause applies to the changeover from Central Standard Time to Daylight Saving Time.*

**Applicable for Home Care Nurses:**

**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 sites comprising the RHA. It is understood that such reassignment will only occur within a **fifty (50) km radius of the originating site [60 km for RHA's other than Winnipeg and Brandon]**, 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.*

**1406** Where a nurse cannot arrive as scheduled at the **Worksite/Facility** 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.

*The nurse has the choice to either have her/his shift rescheduled as above, take banked time as per above (vacation refers to 3 saved vacation days as per 2101) or take an unpaid leave of absence as a last resort only.*

*If the nurse chooses to work, it must be an additional available shift not already assigned to another nurse.*

**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 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.

*This guarantees that a nurse will not be penalized when called in to work on short notice. This is for both a regular shift or an overtime shift.*

## ARTICLE 15 -- SHIFT SCHEDULES

*“Shift pattern” refers to a master rotation. A master rotation is a template. Posted shift schedules may vary from the master rotation due to the requirements of scheduling Christmas, other recognized holidays and/or an individual nurse’s vacation. A nurse’s shift schedule should not change to accommodate another nurse’s vacation. (See Attachment #4 - **Vacation Scheduling Procedure**)*

**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.

*Only 4 weeks of hours is confirmed even though an Employer may post a longer period of time. There must be a mechanism to identify the confirmed 4 week period if more than 4 weeks of hours are posted at the same time.*



*If a 4 week schedule commences on March 1<sup>st</sup>, the Employer must have the schedule posted at least 14 days in advance of that schedule (February 14<sup>th</sup>). If the nurse is requesting a specific day off within the period to be posted (March 1<sup>st</sup> – March 28<sup>th</sup>) she/he must submit her/his request, in writing, at least 14 days in advance of February 14<sup>th</sup> (January 31<sup>st</sup>). A reason for the request is not required. The Employer is obligated to give consideration to that request and incorporate it, if possible, into the nurse's 28 day schedule (March 1<sup>st</sup> – March 28<sup>th</sup>). Alterations of hours within the confirmed 4 week portion of the posted hours shall not occur unless agreed to by the nurse.*

**Applicable for Home Care Nurses:**

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

**Applicable for Home Care Nurses:**

*Shift schedules for Home Care nurses shall include length of shift including start and end times. Overtime hours shall not form part of the EFT.*

**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.*

*A nurse who participates in an interchange which results in her/him working in excess of a shift in any 24 hour period shall not be entitled to overtime pay as a result of the interchange.*

*Requests for interchanges in full or portion of shifts can be made at any time. The intent is that interchanges are to be done within the confirmed 4 week portion of the posted hours but it may not always be possible. If it is not possible, then it must be done in the next posted 4 week period. There is no notice period required nor limit to the number of interchanges a nurse may request. All requests for interchanges must be in writing and approved by the Employer.*



*The Employer **may** delegate this to an in-scope charge nurse, CRN, etc. A nurse who has an interchange approved, is not obligated to work the shift if the nurse she/he interchanged with is unable to work the shift. Once an interchange is approved, it becomes part of the nurse's scheduled hours of work and as such, cannot be altered.*

*Interchanges with casuals are not permitted.*

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

*This clause relates only to shift scheduling and it is to ensure the nurse receives a full weekend off as defined in Article 303.*

*It should be noted that "ESP" scheduling, which is in effect with many Employers, indicates on paper that Night shift is the last shift of the day. However, the Collective Agreement prevails and what the nurses actually work is in keeping with 1503. A letter confirming Collective Agreement rights should be sent to any Employer implementing "ESP" scheduling.*

**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.

*This defines and describes what would be considered meaningful consultation. It states the requirement for the employer to establish and communicate basic staffing criteria and places the onus on the employer to provide rationale and communicate with the union at every step of the process. It states the fact that the employer has*

*the sole discretion in implementing the master rotation but strengthens the requirement for them to consult with members when doing so.*

*Applicable for Home Care Nurses:* *Master rotations shall be planned by the Employer in meaningful consultation with the nurse(s) concerned and shall, unless otherwise mutually agreed between the nurse(s) concerned and the Employer, observe the conditions listed hereinafter:*

*Although it is discouraged, nurses may mutually agree to variations of (b) through (g). However, when a master rotation is planned, if any one or more of the shift patterns/lines in that master rotation **violates** (b) through (g), 100% of the nurses **on the unit** must agree with the violations. This ensures that no nurse will be forced to accept a rotation pattern which violates her/his rights. When a nurse who has agreed to work a non-conforming shift pattern vacates her/his position, the master rotation shall be reviewed as outlined above before the vacancy is filled. When 100% approval is not achieved, and a nurse(s) still wishes to work a non-conforming shift pattern, she/he may achieve this through the interchange process - see 1501.*

*A Float Pool Nurse has a master rotation. The Regional Float Nurse and a Relief Nurse do not have a master rotation but she/he does have a posted shift schedule in accordance with 1501.*

*In a situation where a nurse holds more than one part-time position in the bargaining unit, each position is treated separately with respect to the scheduling provisions. However, the sum of those positions is not required to comply with the provisions, i.e. nurse may work all three shifts or every weekend. (Also see memo re provisions for part-time nurses occupying more than one position).*

*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.*

*The nurse must have a minimum of 15 hours off between shifts. This does not apply to 12 hour shifts. Nurses cannot mutually agree to work more than 1 shift in a calendar day at straight time rates unless it is an*

*approved interchange initiated by the nurses as described in 1502.*

- (b) (i) a minimum of forty-seven (47) hours off at one time, or

*When full-time nurses' days off are scheduled, a minimum of 47 hours off must be provided. When going from Day shift to Evening shift, a single day off is satisfactory. This still equates to 47 hours off.*

*Part-time nurses do not have designated days off.*

- (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.

*This allows more flexibility in scheduling for nurses who work 8 hour shifts and do not wish to work 7 shifts in a row. Nurses must have meaningful input when new rotations are created.*

- (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.

*Weekends are defined in Article 303.*

- (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 2206 inclusive herein.

*Maximum number of days varies between Collective Agreements.*

- (f) nurses who are required to rotate shifts **being/shall be** assigned to work either Day shift and Evening shift, or

Day shift and Night shift. There shall be at least as great a number of Day shifts assigned as there are Night (or Evening) shifts within each standard rotation pattern, **whenever reasonably possible.**

*Shifts for nurses shall be days and evenings or days and nights - not all three shifts. A nurse working either of these shifts shall have at least as many days as evening or nights in her/his schedule, whenever reasonable possible. When it isn't reasonably possible, then the ratio of Evening or Night shifts relative to Day shifts must be distributed equitably amongst the nurses affected.*

(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 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.

*The language provides for discretion in the granting of such schedule change for the purpose indicated, however, it directs the Employer to consider each request.*

*The nurse must make the necessary arrangements with the other nurses who are going to be affected and obtain an agreement with them, in writing, before she/he would be considered for such a leave. In granting such a leave, the Employer may consider the scheduling of all*

nurses who may be affected by the granting of the changes.

**Applicable for Community Health Nurses:**

**1504** *It is understood that should the Employer implement a seven (7) day work schedule, the parties will meet to negotiate appropriate provisions to cover same.*

## **ARTICLE 16 -- OVERTIME**

***The Employer can only mandate overtime as a last resort. They must have exhausted all avenues prior to mandating overtime. For example:***

- ***qualified nurses on standby – Cross-reference 1801.***
- ***part-time nurses – additional shifts***
- ***casuals***
- ***voluntary overtime regardless of occupational class***
- ***close beds temporarily/shift in services***
- ***It is our expectation that the Employer canvas the out-of-scope managers to work prior to mandating a bargaining unit member to work overtime.***

***In the event the Employer mandates a nurse to work overtime and she/he believes she/he is unable to work the overtime, it is essential that the nurse clearly state the reason she/he is unable to perform the overtime assignment. The most important factor affecting nurses with respect to being required to perform overtime is whether the work assigned is of such a **critical nature** that it could not be delayed. A reasonable excuse for refusing the overtime will vary according to factors such as:***

- *The nurse is near exhaustion and could injure herself/himself;*
- *The nurse believes her/his continued attendance would compromise patient care;*
- *Physical health of the nurse (duty to accommodate);*
- *Whether the nurse is, in some sense, involuntarily prevented from working e.g. child care arrangements (because of lack of appropriate notice), medical appointments that cannot be changed;*
- *The availability of others to work the overtime;*
- *The amount of overtime and regular hours worked by the nurse in the recent past;*

- *The expected duration of the overtime assignment, i.e. working 2 hours vs. 8 hours;*
- *The amount of notice given by the employer to the nurse prior to the commencement of the overtime shift (unreasonable inconvenience);*
- *Whether the assignment is in an area of the health care facility which more regularly and usually demands overtime.*

*Part-time nurses cannot be mandated from home unless they qualify for overtime pay, for example an extension (before or after) of a scheduled shift in the same calendar day and/or already in excess of full-time hours in 2 consecutive bi-weekly periods. A nurse working an 8 hour night shift cannot be mandated to work the preceding evening shift because this is not the same calendar day.*

*Overtime can only be mandated by out-of-scope management and this function cannot be delegated to in-scope nurses who are designated “in charge”.*

*In the final analysis, if a nurse elects to refuse to work overtime when the Employer mandates her/him, she/he may be at risk of being disciplined.*

*In all instances where mandatory overtime is worked, report to local/worksite president and complete a workload staffing form if applicable.*

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

*Part-time nurses are eligible for overtime once they exceed the normal full-time hours (paid at regular rate) in any two consecutive bi-weekly pay periods. The “normal full-time hours” in the rotation pattern include worked time, income protection, bereavement leave, vacation, etc. The two consecutive bi-weekly periods are fixed bi-weekly periods.*

*Casuals are treated the same way as part-time nurses for the purposes of this clause.*

*The overtime calculation will be based on a calendar day not the 24-hour clock basis. The last sentence ensures that the nurse's overtime rate of pay will continue if the overtime extends past midnight, i.e. she/he will not revert to time and one-half after midnight if she/he is already being paid double time.*

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/Facility** substantiating the reason for the overtime work.

*It is important that authorization for the overtime be obtained prior to working, with the exception of emergencies. It may be that a nurse is prevented from obtaining prior authorization due to unexpected patient care needs on the unit, or the inability to access an individual who has authority to approve the overtime. An "emergency" in this clause is not an emergency as detailed in Article 10. If the Employer says "go home" - go home.*

*If authorization cannot be obtained in an emergency, the nurse must complete a written claim prior to leaving the facility in order to receive the overtime pay.*

*Overtime can only be cancelled if the work that gave rise to the overtime no longer exists i.e. patient dies, census down, vacant position is filled. If the reason for the work continues to exist and the nurse is cancelled, all we can expect to get in a grievance is straight time rates for the cancelled hours not worked (because she/he did not work it).*

**Applicable in the North:**

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



**Applicable for Community Health Nurses:**

**1601** Overtime shall be authorized time worked in excess of eighty (80) hours in a bi-weekly period and will be paid at one and one-half (1.50) times.

*All overtime beyond 80 hours is paid at 1.5 times. They do not qualify for double time or two and one-half times except as per 1603 (two consecutive shifts).*

*Although the nurse's regular bi-weekly hours of work are 72.5 hours, overtime is only paid for hours worked in excess of 80 hours bi-weekly. It is important that authorization for the overtime be obtained. Any authorized hours worked between 72.5 and 80, are to be used to vary their schedule (flex). If nurses cannot vary their schedule in the bi-weekly period, these hours (up to 7.5 hours) will be paid at straight time (see 1401).*

**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.

*Except as otherwise noted, nurses are entitled to one and one-half times their regular rate of pay for the first three hours of overtime **worked** and two times their regular rate for all hours **worked** after the original 3 hours of overtime in one calendar day.*

*A part-time nurse does not have scheduled days off and therefore even after achieving full-time hours she/he starts at time and one-half.*

*This clause does not apply to Community Health Nurses.*

**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.



*This clarifies the nurse will be paid for 2 complete shifts and will not be deducted for the overlap.*

**Applicable for Home Care Nurses:**

**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) hours (or hours as applicable) at any one time. Any overtime in excess of seventy-seven and one-half (77.50) hours (or hours as applicable) shall be paid as earned. All accumulated overtime must be taken as time off or paid out by March thirty-first (31<sup>st</sup>) 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.*

*This allows full-time and part-time nurses the opportunity to bank overtime. Any overtime in excess of the "cap" will be paid as earned. Payout of overtime on a separate cheque will only be done on dates designated by the Employer. There is no minimum amount of hours to be paid on a separate cheque. However, payout of overtime may be requested on a regular pay cheque at any time.*

**Applicable in the North**

**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. All accumulated*

*overtime must be taken as time off or paid out by March thirty-first (31<sup>st</sup>) 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.*

*NOTE: Part-time nurses who hold more than one position and earn overtime in either position are not limited to utilization of banked over time only in the department/unit where it was earned. It can be requested as time off in either department/unit.*

**1605** A full-time nurse reporting back to work upon request after leaving the **site/grounds of the Facility** 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.

*This clause applies only to full-time nurses who **physically** return to the workplace. Double time is only applicable after the nurse has **actually worked** in excess of 3 hours overtime.*

*(If referring to Standby, see Article 18. If referring to part-time nurses see Article 3403.)*

**Applicable for Home Care Nurses:**

**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, program/**site** and then facility/**region**.

*Overtime shall be offered and shared as fairly as possible amongst full-time and part-time nurses within the classification required by the Employer, provided the nurses are all qualified and are available for the overtime assignment. If there is no one available in the required classification, then overtime can be offered to any other classification.*

*Equitable does not necessarily mean equal. In order to be equitable, a record must be kept of overtime offered and worked. The Local must be involved in establishing an equitable process.*

**Applicable for Home Care Nurses:**

**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.

*Nurses should take the 20 minute rest period during the 3 hour period even if they take it after working 2 hours and 40 minutes. If it's not possible to take the break, the only way the nurse will be paid for the break is if she/he remains on the premises for an additional 20 minutes or if the Employer authorizes her/him to leave the premises for that paid 20 minute break.*

**1609** A nurse required to work overtime without advance notice for a period in excess of two (2) hours immediately following her/his regular shift shall receive a meal voucher for the facility cafeteria to cover the cost of a meal of up to eight dollars (\$8.00) or if this is not possible, a meal allowance of eight dollars (\$8.00) shall be provided.

*The intent is for unforeseen overtime and does not apply when nurses have pre-booked overtime.*

**Applicable in the North:**

**1609** *When a nurse is required to work overtime without advance notice for a period in excess of two (2) hours immediately following her/his scheduled shift, the Employer shall provide a meal at no cost to the nurse.*

**Applicable for Home Care Nurses:**

**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**

*There is no prohibition against pyramiding of premiums in this Collective Agreement, i.e. you are eligible for more than one premium at any one time, e.g. shift premium plus weekend premium plus standby.*

**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.*

*In order to receive premiums on overtime hours, the nurse has to work the majority (more than half) of the hours on the shift (Evening or Night shift) drawing the premiums. As a result of an Arbitration Award, the nurse will continue to draw whatever premium is applicable to her/his originating shift for up to one-half of the overtime shift.*

**See Attachment #7 – Premiums on Overtime**

*A nurse does not receive any premium for vacation hours, sick time hours, hours spent on WCB, any period of paid leave, etc., by virtue of her/his schedule falling during the 1800-0600 period. The nurse must **work** to be eligible for the premium.*

*The night shift premium applies to all hours worked on a 12-hour Night shift.*

**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.

*The evening shift premium is payable on a 12-hour Day shift for all hours worked after 1600 hours.*

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

*A nurse shall only receive the premiums for hours **worked** while on standby.*

**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**

*There is no prohibition against pyramiding of premiums in this Collective Agreement*

**1801** "Standby" shall refer to any period of time duly authorized by the Employer during which a nurse is required to be available to return to work without undue delay. Callback shall be

limited to the unit(s) **[program(s) for Home Care, Community Health and Public Health]** for which the nurse is on standby. Standby shall be assigned and scheduled in accordance with the provisions of Article 1501 whenever reasonably possible.

*Nurses can be required to take standby and shall be assigned in advance and, whenever reasonably possible, scheduled and posted in accordance with the posting provisions of Article 15, i.e. 4 weeks of hours posted 2 weeks in advance.*

*When the standby is assigned, it must include the unit or units that the nurse is on standby for. The assignment of the unit(s) must be fair and reasonable and, in accordance with 1805, the nurse must be qualified for the assignment.*

*Nurses may request a switch of standby with another qualified nurse or may request to give her/his assigned standby to another nurse, subject to Employer's agreement.*

*There should be a meeting between the Union and the Employer if standby is going to be introduced to a new unit(s) in accordance with 1103(1)(c).*

*Standby assignment can be cancelled at any time by the Employer if the need for standby no longer exists.*

*A nurse designated for standby duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the supervisor and the nurse and must be available to return for duty as quickly as possible if called. A nurse does not have to leave the facility in order to be qualified for standby premium.*

*Standby is not to be used for baseline staffing. Standby must not be used by the Employer as a substitute for posting and filling vacancies and/or filling additional available shifts. According to an arbitration award involving MNU received in 2003, an Employer may use a previously assigned standby nurse as a last resort to address a staffing need as an alternative to mandating overtime. It has never been the intent to have standby assigned as an alternative to filling additional available shifts. This has previously been determined to be an unfair labour practice as it provides premium pay for what should otherwise be regular pay.*

**Applicable for Community Health Nurses and Home Care Nurses:**

**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) for which the nurse is on standby.

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

*A nurse receives 2 hours pay for every 8 hour period or portion of an 8 hour period that she/he is on standby, i.e. the nurse on standby for 9 hours receives 4 hours pay, a nurse on standby for 12 hours receives 4 hours pay, the nurse on standby for 16 hours receives 4 hours pay, the nurse on standby for 18 hours receives 6 hours pay, and so on.*

**Applicable for Community Health Nurses:**

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

*See explanation above.*

**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.

*When the nurse works during a period of standby, she/he shall receive three hours pay at time and one-half, even if she/he works for less than 3 hours for each time she/he is called back to work. However, a nurse on standby after her/his regular scheduled shift who does not leave the facility, will continue to receive standby premium and will be paid for all hours worked at overtime rates. The 3 hour minimum does not apply.*

*Nurses who are called at home must return to the facility in order to receive the 3 hour minimum overtime pay.*

*If she/he works for four hours she/he shall receive 3 hours at time and one-half and one hour at double time. The double time*



*premium is only applicable after the nurse has **worked** three hours while on standby. If the nurse is called in within three hours of the commencement of her/his shift, she/he should be paid only for actual hours worked (i.e. if a nurse is scheduled to work at 0800 hours and is called in at 0600 - she/he is only entitled to 2 hours at overtime rates. The overtime rate is modified according to Article 16, e.g. Recognized Holidays, full-time nurses on days off, etc.*

**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.

*Standby shall be offered and shared as fairly as possible amongst all full-time, part-time and casual nurses, providing the nurses are all qualified for the standby assignment.*

*Equitable does not necessarily mean equal. In order to be equitable, a record must be kept of standby assigned. The Local must be involved in establishing this equitable process.*

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

*Concerns had been expressed by nurses responding to callback about their safety and security at night when responding to callback. The intent of this clause is to make sure that every consideration is extended to the nurse to be as close to the facility as possible for their personal safety, when returning to the hospital at night on a callback.*

**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**

*There is no prohibition against pyramiding of premiums in this Collective Agreement*

**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.

*This language ensures a LPN will receive responsibility pay when she/he is designated as the Charge Nurse.*

*There are two situations where the allowance is paid:*

1. *When a nurse is temporarily assigned to perform the majority of a higher classification's duties;*
2. *When a nurse is placed "in charge" by the Employer **or circumstances require** that a nurse assumes a charge role even though the Employer has not formally designated her/him as the "charge" nurse.*

*Nurses who are red-circled are entitled to be paid Responsibility Pay when assigned charge duties.*

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

*This premium is applicable to full-time, part-time and casual nurses. The Employer determines when assignment of charge is required and which classification will be assigned charge responsibility.*

*Charge responsibility shall be divided as equitably as possible so that one nurse does not obtain all of the "charge" assignments.*

*When assigning a nurse "in charge", the Employer should be rotating this assignment amongst all nurses involved in any area. This will ensure that all nurses have an opportunity to develop their overall skills and will ensure that arrangement will always have staff with "charge" experience during staff shortfalls (i.e. vacation, illness, leaves of absence).*

## **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.

*"If such transportation is available" applies to accessibility of taxi service or other provision for safe transportation to work or home. Bus transportation is not appropriate.*

**2002** A nurse required to return to the **site/facility** 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. [where maximum payment exists]**.

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.

*Adjustments mean the rates may increase or decrease.*

**MILEAGE RATES:**

	<b>South of 53°</b>	<b>North of 53°</b>
<i>April 1, 2014</i>	<i>43.0¢/km</i>	<i>47.4¢/km</i>

**The following formula shall be effective April 1, 2012:**

Base Rate = 41.0 ¢/km (45.4¢/km north of the 53<sup>rd</sup>) based on a price of \$1.00/litre of regular gasoline. The kilometer rates would be adjusted based on the following ratio:

- For every full 10.0¢ increase/decrease in the price per litre of regular gasoline, there would be a 1.0¢/km increase/decrease in the private vehicle kilometer reimbursement rates.

The private vehicle kilometer rates would be determined based on the previous six months average of regular gasoline prices in Winnipeg. A semi-annual review, for April 1 to September 30, and October 1 to March 31, will be conducted. Any increase or

decrease resulting from a review shall be effective October 1 and April 1 respectively. The first potential adjustment would be scheduled to occur October 1, 2012.

**Rates in effect March 21, 2014 shall remain in effect until the negotiation of a new mileage rate or formula at the G.E.M.A. table.**

**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 **worksite/facility** 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.

*There is no cap on the number of km driven at the agreed upon km rate.*

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

**2004** **Escort Duty:**

- (a) (i) A nurse called in to escort a patient 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 assignment including travel time required to return to the **site/facility**, subject to a minimum guarantee of three (3) hours pay in Winnipeg **[four (4) hours for RHA's including non-transferred facilities, seven and three-quarter (7.75) hours for Burntwood, Churchill and NorMan]** at regular rates of pay. All hours worked in excess of seven and three-quarter (7.75) hours shall be paid in accordance with Article 16.

- (ii) When a nurse is required to escort a patient while on a scheduled shift, overtime rates of pay will apply in accordance with Article 16 for all hours worked in excess of the scheduled shift length (i.e. 7.75 hours, 11.625 hours).
- (iii) A full-time or part-time nurse scheduled or called in for escort duty when she/he is not on standby whose escort duty is cancelled, shall be paid or assigned work for a period of three (3) hours **[four (4) hours for RHA's including non-transferred facilities, seven and three-quarter (7.75) hours for Burntwood, Churchill and NorMan]**.
- (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.

*The intent of this provision is to ensure that nurses on transport duty are fairly compensated when they are required to stay with equipment that is not readily portable such as incubators. This clarifies that the nurse receives escort duty pay even when there is no patient.*

A casual nurse whose Escort Duty is cancelled prior to her/his arrival at the **site/facility** 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 three (3) hours **[four (4) hours for RHA's including non-transferred facilities, seven and three-quarter (7.75) hours for Burntwood, Churchill and NorMan]**.

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.

*This improves payment to nurses who are providing escort duty to ensure payment includes time involved with the patient assignment, travel time and compensation for the wait time to return home/to the facility.*

- (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 assignment including travel time required to return to the **site/facility**.
- (d)
  - (i) A nurse on escort duty out of province/country shall be provided with a travel advance for all anticipated travel expenses (transportation, meals, accommodation) before commencing escort duty, unless the nurse chooses to make alternate arrangements.

- (ii) A nurse on escort duty within the province shall be provided with meal allowance/advance of ten dollars (\$10.00), 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.

*The \$10.00 meal advance applies to escort duty within the province regardless of the time involved. Dependent on Travel Policy, the advance may need to be substantiated by an expense claim and any unused portion may have to be returned. Meals of greater than \$10.00 may be reimbursed dependent on Employer policy. This further clarifies that the \$10.00 advance is paid only once per shift*

**Additional for Home Care:**

**2005** *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 distances greater than eight (8) kilometers when traveling to the first work assignment of the day or traveling home from the last work assignment of the day.*

*Where the nurse travels greater than 8 kilometers from her/his home to the first client assignment of the day or greater than 8 kilometers from the last client assignment of the day to her/his home, she/he cannot claim transportation allowance for the first 8 kilometers in either direction. Where the first client assignment of the day is less than 8 kilometers from the nurse's home, she/he can claim transportation allowance after completing her/his first client assignment. If the nurse must report to the designated Community Health Services site before beginning her/his client assignment, all mileage is claimable after leaving the office. She/he is not entitled to transportation allowance to travel to the office prior to beginning her/his client assignment.*

*Where nurses are required to work split shifts, mileage is only paid for the distance between clients, not from Client A to home and home to Client B.*

**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.*

*Home Care nurses are paid for all time required to travel between client assignments. Travel time is also paid when the nurse's first assignment is to report to a client's residence rather than the designated Community Health Services site and the client's residence is more than 24 kilometers away from the office and the nurse's home. If this distance is shorter, travel time cannot be claimed to travel to the first assignment.*

*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.*

*Travel time from the last work assignment of the day shall be considered time worked only when the last assignment is at a client's residence and only if the client's residence is greater than 24 kilometers away from the designated Community Health Services site and the nurse's home. If the distance is shorter, travel time cannot be claimed.*



## ARTICLE 21 -- VACATIONS

*Also See Attachment #4 - **Vacation Scheduling Procedure.***

**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 (*or hours as applicable*)] equals one (1) calendar week. The vacation year shall be from May 1<sup>st</sup> to April 30<sup>th</sup> (***April 1<sup>st</sup> to March thirty-first @ some locals/worksites***). The dates used to calculate vacation earned shall be from the end of the last full pay period of April (***March @ some locals/worksites***) in one vacation accrual year to the end of the last full pay period of the following April (***March @ some locals/worksites***). Vacation earned in any vacation year is taken in the following vacation year.

*This clarifies the dates used for calculating vacation earned that the Employers have been using (26 pay periods which do not necessarily fall within May 1<sup>st</sup> to April 30<sup>th</sup> – or dates as applicable)*

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.

*The Employer is to schedule vacations as requested. Nurses are entitled to take all of their vacation entitlement earned in the previous year at once without having to return to work until the vacation is exhausted, unless otherwise requested and approved.*

*Vacation is earned in one vacation year and taken in the next vacation year.*

*Vacation is to be requested in **weeks**, indicating the day of the week vacation is requested to begin, and then the amount of weeks taken will be counted from the day vacation begins.*

*Part-time nurses who request one week of vacation which includes their entire EFT shall be advised that this is 2 weeks of vacation. One week vacation is equivalent to half of the nurse's EFT. Two weeks vacation is equivalent to the entire EFT.*



*Nurses who request to retain up to 3 vacation days for personal use must realize these days are included in their total vacation entitlement. Three (3) days is not prorated for part-time nurses, however in saving those 3 days, it reduces the nurse's vacation entitlement on a prorated basis.*

*This ensures that 3 personal days retained and not selected during the vacation selection period, can be requested in accordance with 1501 and will be considered regardless of the allotted number of nurses who may be off on vacation at that time. While this does not guarantee that the request will be granted, the request must be considered by the Employer in accordance with the expectations outlined in 1501.*

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

**2103**

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

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

*The nurse earns paid vacation at the rate of:*

- 15 days per year: (year 1-3) - from the date of hire until the end of the 3rd year of employment;
- 20 days per year: (year 4-10) - from the date of the 4th anniversary until the end of the 10th;
- 25 days per year: (year 11-20) - from the date of the 11th anniversary until the end of the 20th;

- 30 days per year: (year 21 onward) - from the date of the 21st anniversary.

*In the case of a Nurse IV or V apply the appropriate vacation as addressed in 2103(b).*

*The provisions of 2105 should be considered when determining the rate at which vacation is earned, i.e. 15 days per year, 20 days per year, etc.*

*The full-time nurses who agree to work during their week of vacation shall be compensated at overtime rates of pay. Part-time nurses who agree to work during their week of vacation shall be paid at straight time unless they qualify for overtime as per 1601.*

*It is recommended that nurses on vacation should only be called in as a last resort.*

### **Applicable in the North:**

<u>Length of Employment</u>	<u>Rate at Which Vacation Earned</u>
In the first three (3) years	Twenty (20) days/four (4) weeks [155 hours (145 hours for Community Health)] per year
In the fourth (4th) to tenth (10th) year inclusive	Twenty-five (25) days/five (5) weeks [193.75 hours (181.25 hours for Community Health)] per year
In the eleventh (11th) to twentieth (20th) year inclusive	Thirty (30) days/six (6) weeks [232.50 hours (217.5 for Community Health)] per year
In the twenty-first (21st) and subsequent years	Thirty-five (35) days/seven (7) weeks [271.25 hours (253.75 hours for Community Health)] per year

Two (2) additional paid days travel time will be granted each year (n/a @ Churchill).

*These are seven and three-quarter hour (7.75) days – the pay is prorated for part-timers, but not the time. These days are to be taken on either the last scheduled shift(s) prior to vacation or the first scheduled shift(s) back.*

- (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.

*All Community Health Nurses are entitled to this benefit provided they were employed prior to April 1, 1998 by the current, or predecessor, Employer in a NIV, NV or comparable classification.*

- (c) 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.

*In a changeover year - when a nurse is going from her/his 3rd to her/his 4th (or 10th to 11th) year of service and earning vacation at two different rates during the same vacation year, she/he will have an entitlement in the following year which is somewhere between 15 and 20 days (or 20 and 25 days).*

**Additional for Burntwood:**

- (d) *NOTE: When a nurse takes her/his earned vacation between November 1<sup>st</sup> and March 1<sup>st</sup>, the nurse shall receive an additional one (1) day's paid vacation.*

**Additional for Churchill:**

- (d) *Vacation travel assistance shall be paid once annually commencing with the nurse's second (2nd) year of employment, and shall consist of economy return airfare, or its equivalent from Churchill to Winnipeg. Commencing in the nurse's sixth (6th) year of employment and each year thereafter, the amount of vacation travel assistance shall consist of two (2) times economy return airfare, or its equivalent from Churchill to Winnipeg.*

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

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

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

**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.

*The nurse is provided an extra vacation bonus in recognition of long service as a nurse. Five extra days are granted in the vacation year in which the full-time nurse completes 20 years of continuous service. "Continuous service" is clarified in Article 310 and 2105. Part-time nurses' entitlement is prorated based on regular paid hours in the preceding vacation year. The 5 days are granted for that vacation year and in each vacation year that a subsequent 5<sup>th</sup> anniversary occur. The 5 days are taken at any time during the vacation year in which these anniversaries occur. The 5 days can be taken prior to the anniversary date if the nurse so requests in accordance with 2109, however if the nurse terminates employment prior to the actual anniversary date, any of the bonus week vacation taken must be repaid.*

*If the nurse is on an unpaid leave of absence for the entire vacation year that she/he would otherwise qualify for this bonus week, she/he is not entitled to this bonus week. It does not carry over.*

*This applies to nurses who exercise their rights under the Portability and/or Mobility Memoranda.*

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

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

*Continuous service commences from the date of last hire and continues to the current date. The exceptions are:*

- (b) *When a nurse has been on Workers Compensation for more than 2 years. That time in excess of 2 years interrupts her/his continuous service and is subtracted from the time frame which extends from the date of last hire to the current date.*
- (c) *An unpaid leave of absence which is more than four consecutive weeks. That period in excess of 4 consecutive weeks interrupts her/his continuous service and is subtracted from the time frame which extends from the date of last hire to the current date. Two leaves of absence, 3 weeks each, would not be considered a six week leave of absence and thus would not interrupt the nurse's period of continuous service.*
- (e) *Leaves of absence for educational purposes which exceed 2 years. That period in excess of 2 years interrupts her/his continuous service and is subtracted from the time frame which extends from the date of last hire to the current date.*

*There is no interruption in continuous service when a nurse is on periods of paid vacation, paid leave of absence, receiving income protection, on educational leaves of absence of up to two years, on unpaid leave of absence related to illness or disability of up to 2 years, parenting leave and layoffs of less than 18 weeks. These periods are calculated as a part of her/his continuous service.*

*For example: a nurse who is on educational leave for 2 years would not earn vacation or be paid vacation, however, her/his length of employment as set out in 2103 (a) would continue uninterrupted for purposes of determining her/his **rate** at which vacation is earned.*

**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.

*The nurse earns vacation credit for the first year she/he is on WCB. She/he is treated as if she/he had worked for that year and she/he earns vacation days at her/his appropriate rate and is able to take the vacation earned in the next year. This provision is applied separately for each absence on Workers Compensation.*

**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.

*A nurse who leaves the employ of the Employer is to receive vacation pay earned up to the last day of employment. Last day of employment does not necessarily mean last day of work. It may include pre-retirement leave which is taken as a continuation of salary, banked time, recognized holidays and any vacation credits taken as continuation of salary. Nurses will not earn vacation on lump sum payments at 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/site** that may be scheduled for vacation at one time, in an accessible location, by **March 1st (February 1<sup>st</sup> @ some locals/worksites)** of each year. The vacation entitlement lists shall reflect each nurse's projected vacation entitlement as at **April 30th (March 31<sup>st</sup> @ some locals/worksites)** of that year.

Beginning **March 15<sup>th</sup> (February 15<sup>th</sup> @ some locals/worksites)** 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 nursing unit having the most seniority within the **site/facility**.

The approved vacation schedule will be posted no later than **May 1<sup>st</sup> (April 1<sup>st</sup> @ some locals/worksites)**. Approved vacation schedules within each nursing unit shall not be changed unless mutually agreed upon by the nurse and the Employer.

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

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

*This wording improves opportunities for deleted/bumped nurses to retain previously approved vacation when they are displaced to a new unit.*



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 15<sup>th</sup>, 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.

*This provision ensures that all vacation is either scheduled or used before the start of the next vacation year.*

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

**See Memorandum of Understanding #23.**

**Note: Above-mentioned dates vary from facility to facility.**

**See Attachment #4 Vacation Scheduling Procedure.**

## **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.

*Alternate days cannot be substituted for the Recognized Holidays listed above. Part-time nurses are compensated for Recognized Holidays in accordance with 3407.*

**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.

*Both in 2202 and 2203, the Recognized Holiday/lieu day will be banked up to the maximum allowed under 2206, unless the nurse requests that the day be scheduled or paid out.*

*If a part-time nurse works a Recognized Holiday, she/he is entitled to pay at time and one-half but does not receive an additional paid day off. Refer to Article 3407.*

**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.

*If the nurse is requesting to have the lieu day scheduled, it will be scheduled as stated above unless the nurse requests to have the lieu days scheduled in accordance with 1501.*

**2205** The Employer agrees to assign time off as equitably as possible over Christmas and New Year's, endeavouring to grant each nurse as many consecutive days off as reasonably possible over either Christmas Day or New Year's Day **with a minimum of five (5) consecutive days off if at all possible @ Burntwood and NorMan.**

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.

*We recognize that in order to comply with 2205, the Employer may need to deviate from the master rotation for the weeks around Christmas and New Year's. Nurses are entitled to be off either Christmas or New Year's each year. Nurses are not entitled to be off both, however, where this can be accommodated, this should be applied equitably. Nurses should be canvassed in the early Fall, to ascertain their preferences.*

*If a nurse is granted vacation over the Christmas period, in accordance with 2109, she/he is not entitled to be off New Year's in accordance with 2205 because the Christmas period would not be considered time worked. This means that if a nurse wanted to have both Christmas and New Year's off, she/he must request a period of vacation covering both holidays.*

*Over the Christmas/New Year's schedule, if an interchange is approved in the previous year, i.e. a nurse scheduled to work New Year's Day but interchanges to work Christmas Day and be off New Year's Day. For the purpose of the Christmas and New Year's schedule, the Employer should follow the "original" holiday schedule i.e. the nurse would be off New Year's Day in the following year and work Christmas Day.*

**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.

*A nurse having accumulated 4 lieu days (7.75 hours 7.25 for Community Health) will either have any subsequent Recognized Holiday scheduled off or paid out until such time as her/his accumulated lieu days fall below 4.*

*All banked lieu days must be taken within the fiscal year unless there is mutual agreement to carry them into the next fiscal year. This is important to bear in mind when Good Friday and Easter Monday fall in the latter part of March.*

**Applicable for Home Care Nurses; Burntwood & NorMan:**

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

**Applicable for Community Health Nurses:**

**2207** 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.*

*This applies to both full-time and part-time CHNs who are required to work and is not prorated.*

## **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

*Recent case law supports that a woman may be entitled to use income protection for pregnancy related causes during the ante-partum (and post-partum) period.*

- (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

*There must be reasonable grounds for the Employer to place the nurse on medical leave.*

- (iii) She/he attends an appointment related to a medical/dental examination and/or treatment, subject to 3704.

*Such paid time would include travel to and from the appointment (see further explanation under 3704).*

If a nurse doesn't have any income protection in her/his bank, she/he should apply for EI.

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

*This calculation is based on a daily shift length as defined in 1404. "Full month of employment" includes all Employer paid hours and unpaid leave of absences of up to 4 weeks. See 3406 for part-time nurse entitlement.*

**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".)

*This note is required due to Employment Insurance regulations governing reduced EI premiums. These regulations specify that in an employee's first year of employment, only 9 days income protection must be designated for "personal use" and in subsequent years, 12 days per year must be designated for personal use.*

*Any days designated for family illness can be accessed for personal illness once the personal illness bank is exhausted. However, the reverse is not the case.*

**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.

*If the nurse wishes to receive the supplement she/he must apply for it. The Employer cannot pay it out automatically.*

*If she/he doesn't apply for benefits the Employer won't pay their portion. If the nurse doesn't apply for the supplement, she/he will have to pay both the Employer and the employee portion of the contributions to benefits. Even if the nurse doesn't have a sufficient balance, if she/he applies, the Employer will still have to make their contributions.*

- (ii) Subject to the provisions of each plan, the nurse may request the Employer to deduct from the supplement, if sufficient, the contributions which would have been paid by the nurse to the Employer's pension plan, dental care plan, Disability & Rehabilitation plan, 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.

*It is imperative that nurses continue to pay their D&R while they are on an unpaid leave of absence or they will not qualify for benefits after the 119 day waiting period.*

- (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.

- (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).

*This provides for carryover of 1 week (38.75 hours) of vacation (prorated for part-time nurses based on their EFT)*

*Nurses who are applying for WCB/MPI benefits should also apply for D & R benefits.*

**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.

*When a nurse is unable to provide the above notice due to a valid reason, the Employer cannot unreasonably deny the income protection.*

**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.

*The Employer may request a medical certificate to validate a personal illness or illness of a spouse, parent or child. The cost of providing a basic medical certificate is the nurse's expense. Any special reports that the Employer requires are at the Employer's expense (see Article 37).*

**See Attachment #6 - *Employer's Right to Medical Information***

*Employers' requests for certificates for all future income protection claims must be applied fairly, reasonably and without discrimination. This clause should not be used to harass individual nurses who utilize their income protection.*

*Attendance Management Programs instituted by the Employer must be fair, reasonable, non-discriminatory and consistently applied. Union representatives should not participate in the development of such programs given that they are, at times, subject to grievance.*

**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.

*There may be some employers who have not been consistently following the provisions of 2307. Please note that most employers put the Union on notice that they would be reverting to the strict application of this language effective the date of ratification (April 30, 2014).*

**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.

As soon as a nurse knows that she/he is going to require surgery, the Employer must be informed **in writing**. Such notification does not require the reason for the surgery. In that letter, the nurse should indicate she/he will update the Employer as to the tentative surgery date. *This will allow the Employer the ability to find a replacement for the nurse.*

*This allows the nurse to cancel her/his request for a leave when surgery is cancelled therefore saving her/his income protection for when the surgery does occur. These are the only approved additional available shifts other than those identified in Compassionate Care Leave that can be cancelled after being approved. The nurse whose surgery has been cancelled may need to utilize income protection to cover any shift within the 48 hour period.*

**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.

**While on vacation**, a nurse who is treated in a health care facility as a result of an accident or illness can use her/his income protection to cover the period of her/his hospitalization and the recovery period after she/he is discharged. When this occurs, the vacation entitlement which was replaced by income protection is put back into the nurse's vacation bank to be rescheduled at a future date as mutually agreed.

**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.

*The nurse may use income protection to provide physical care and/or emotional support for her/his spouse, child or parent when they are ill. Time used for this purpose is taken from the nurse's "family illness bank" (see note 2302).*

**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.

*There is no maximum length of time for the leave, but it can be periodically reviewed by the Employer. Such review shall not result in discontinuing the leave.*

## **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.

*The Employer must apply fair and reasonable discretion in applying this clause. Some of the factors that may be considered include staffing situations, vacation schedules, reason for the leave, etc.*

*The Employer cannot cancel term positions [exception see 3006] or scheduled additional available shifts [exception see 2416(f)] in order to accommodate a nurse's early return to work from an approved leave of absence.*

*The employer is required to respond in writing within two weeks. If the employer has not responded, nurses are advised to follow-up with the person they sent the request to. The absence of written approval should not be deemed to be a denial of the leave of absence.*

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

**2403**      The Employer shall make every reasonable effort to assure that a nurse granted leave of absence for any reason shall return to the same position. For leaves of absence of sixty (60) weeks or less, 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, 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**.

*The Employer is to make every **reasonable** effort to ensure a nurse is returned to her/his **same position** upon returning from a leave of absence [position is occupational classification, (Appendix "C"), salary step (Appendix "A"), status (clause 302),*

*shift/ward/department]. This may include the posting of a term position for the duration of the leave of absence.*

*“Notwithstanding 3001” - this allows for the waiving of postings to facilitate the return to work of a nurse from an extended leave of absence.*

**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.

*“Four weeks” means 4 consecutive weeks.*

**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.

*Before you attend any of the above sessions, it is important to clarify whether the Employer is **requiring** vs. **requesting** you to attend. Only **required** sessions are covered by this provision. Expenses include travel, accommodation and meals.*

(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.

*Before you attend any of the above sessions, it is important to clarify whether the Employer is **requiring** vs. **requesting** you to attend. Only **required** sessions*

*are covered by this provision. Expenses include travel, accommodation and meals.*

(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.

*This provision is applicable to all nurses covered by this agreement including nurses on lay-off, leave of absence, full-time, part-time or casual (see 3504) and is not pro-rated. This money is not to be used to fund Employer-required sessions [see (a) and (b) above]. It is neither taxable nor is it a taxable benefit. It is negotiated by the Union but not paid by the Union.*

**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

*Return of service in exchange for the paid top-up means the nurse has to work whatever her EFT was prior to the leave.*

- (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:

Monetary value of top up provided  
(value is based on hours paid at regular  
rate of pay in 6 months prior to leave X number of hours not worked  
Hours of service required to be worked  
(based on monetary value)

*This provides a formula for repayment of top-up when a nurse does not complete her return for service.*

*Repayment of return for service can be mobilized to other Employers who are party to the Mobility Agreement (WRHA). If moving from one regional*



*health authority to another, you will have to pay back any outstanding top-up payments.*

*Repayment of return for service can be transferred between facilities devolved to a Regional Health Authority.*

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.

*The nurse has no position to provide the return of service.*

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 in accordance with 2408 (a), (b), or (c) 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) 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.

*The new language ensures that any nurse can take the 3 days of paid leave without taking any unpaid leave. If the nurse is taking a Maternity, Paternity or Adoption Leave, the 3 days of paid leave should be taken as the last 3 scheduled days of the pay week, i.e. prior to Sunday because Sunday is the first day of the EI week. This allows the nurse to maximize EI benefits.*

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.

*Union Leave is considered a mandatory leave. MNU will challenge employers if they try to assess replacement or overtime costs for union leave. "No additional costs"*

*relates to the nurse on Leave e.g. payroll costs which MNU is billed for with salary replacement. It is not related to replacement/overtime 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 Nurse' 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.

*Ensures nurses elected/selected to a position with any of these organizations will be granted a leave of absence for up to 2 years.*

*This allows for posting of term positions for up to 2 years or as indefinite terms in order to backfill the positions vacated.*

## **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.

*Paid jury and witness duty is only for public duty (i.e. jury duty, witness to a motor vehicle collision or a crime, etc.)*

- 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.

*Nurses will be granted an unpaid leave of absence for attendance at court proceedings for private affairs (i.e. divorce, criminal matters, etc.)*

*This amendment changes the name of the article to reflect the expansion of the application of this provision. The article now ensures that all nurses shall be compensated for time spent at Legal and Investigative proceedings and includes time to prepare for required court proceedings where the nurse will provide evidence. Possible proceedings that would now fall under this provision are:*

- *Investigations under the provisions of the Protection for Persons in Care Act*
- *Respectful Workplace Investigations*
- *Inquiries and inquests*

- *Work related court proceedings (eg Sexual Assault Nurse Examiner)*
- *Workplace Investigations such as Ombudsman reviews.*

*The above list is not exhaustive, please consult with your LRO. Please note that this language also applies to casual nurses. See Article 3504.*

#### **2411** Bereavement Leave:

(a) Bereavement leave of up to four (4) working days **(5 working days in the North)** without loss of pay shall be granted in the event of death of a spouse, common-law spouse, child, stepchild, parent, step-parent, sibling (**; and bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of death of – in the North**), 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.

*The intent of this clause is to protect the nurse's salary at a time of loss. This means that the nurse would have to be scheduled to work on the days for which she/he claims compensation. If she/he is on vacation, holidays or leave of any type, she/he does not qualify. Further time beyond the 4 paid days may be compensated under income protection provisions or as a request for personal leave*

*Attendance at the funeral is not required to qualify for this provision unless the travel time is requested.*

*The one day that may be retained for use at a later date is not extended to include travel days.*

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

*The Employer must grant paid leave under this clause to 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.

*This allows attendance at a memorial service in cases where there is no funeral.*

*When the Employer grants leave under this clause to a mourner, it must be paid time in accordance with this clause. An Employer cannot arbitrarily deny mourner leave.*

*It is possible that a nurse will only be granted a portion of her/his shift off to attend a funeral.*

**Applicable in the North:**

***When a family member of a nurse's immediate family becomes ill, the Employer agrees to allow compassionate leave to such a nurse. The leave shall be of such duration to allow for care and comfort of the nurse's ill relative. It is understood that a request for such a leave be considered on an individual basis by the Employer and it is understood that this leave is without pay.***

- (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.

**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

*Note: Nurses with permanent disability should apply for pre-retirement leave as a lump sum payment or to be rolled over into a RRSP. Call the MNU Office for further advice.*

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

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

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

*A nurse who has worked a combination full-time/part-time will be pro-rated based on the formula below in (b). Note that "average annual hours actually worked" is applied as "average annual regular hours paid". A nurse's pre-retirement leave is calculated on each year of employment, the sum total is based on the nurse's years of service, i.e. for the years the nurse worked full-time, she/he receives 4 days per year, for the years she/he worked part-time, the number of days she/he received will be pro-rated based on the average annual regular hours paid.*

- (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

*Note: Nurses with permanent disability should apply for pre-retirement leave as a lump sum payment at current rates or to be rolled over into a RRSP. Call the MNU Office for further advice.*

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 **at the Facility** 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) Effective October 1, 2007, 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.

*The lump sum payment shall be at the current basic salary which includes Academic Allowance.*

*Also the nurse may make a choice as to how she/he wishes to receive her/his pre-retirement leave. It is strongly suggested that a nurse seek financial advice prior to choosing continuation of salary, a lump sum payment or a combination of continuation of salary and lump sum payment.*

1. *As a continuation of salary to the scheduled retirement date.*

***If she/he chooses this option, she/he has to commence her/his leave prior to her/his retirement date so that the leave expires on the date she/he is to retire. Then she/he will be paid during the leave period at the rate she/he would have earned had she/he continued to work in the facility receiving all salary adjustments made to her/his scale during that period. She/he would also accumulate vacation days, be paid for recognized holidays and earn sick leave credits. (As her/his pre-retirement leave is calculated up to the date she/he retires she/he would not earn additional leave as it is already calculated in her/his entitlement). During this period of leave, she/he receives her/his normal pay and has the normal deductions taken from her/his cheque, which includes contributions to all benefit plans.***

2. As a lump sum payment.

*If this option is chosen then the nurse will have retired on the day she/he receives the payment for her/his leave. This happens when the nurse:*

*elects to take a lump sum payment and leaving work prior to her/his intended retirement date, OR*

*works right up to her/his intended retirement date.*

3. *If a nurse elects a combination of continuance of salary and lump sum payment, the provisions of each shall apply.*

*When she/he receives the lump sum payment, it will include only the dollar amount of the leave payment accumulated, less income tax, EI and CPP deductions. She/he will not have pension or other monies deducted from this amount. To calculate the gross dollar amount, use the wage rate applicable to the nurse on her/his retirement date or termination date (the date the lump sum is paid) and multiply it by the benefit accrued.*

*When a lump sum is paid out for this benefit, there is no accrual of any additional vacation time, sick benefits or recognized holiday pay past the date the lump sum was paid.*

**Note:** *Payment of the lump sum terminates employment and the retirement day is the last day the nurse works.*

Example:

Nurse works:      2 years at 2015 hours (FT)  
                         3 years at 1000 hours (PT)  
                         5 years at 1500 hours (PT)  
                         2 years at 500 hours (PT)  
                         1 year at 2015 hours (FT)

With an average of      4030  
                                 3000  
                                 7500  
                                 1000  
                                 2015  
                                 17545

*divided by 13 (years) = 1350 hours per year*

Therefore:

$$\begin{array}{rcl} \text{(Average FT/PT hours) 1350 hours} & & \\ \hline \text{(Full-time) 2015 hours} & \times 4 \text{ days} \times 13 \text{ years} & \\ \\ 1350 & & \\ \hline \text{2015} & \times 52 \text{ days} = & 34.8 \text{ paid pre-retirement days.} \end{array}$$

**Rate of Pay for Pre-Retirement Leave Benefits:**

*Payment of Pre-Retirement Benefits for those nurses who are on leave of absence or Disability & Rehabilitation just prior to retirement or termination for permanent disability, will be paid at the current MNU rate of pay as per Appendix "A" not the rate of pay applicable on the last day that the nurse actually worked.*

**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.

*This leave cannot be used as time off to write the citizenship exam. This provision only applies to the nurse and not other family members.*

**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.

*Compassionate Care Leave as follows coincides with the current legislation –*

**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.

*This provision permits nurses to take a paid leave of absence to be part of nurse education programs. This is seen to be a benefit to the health care system as positions with educational institutions are sometimes not competitive and therefore difficult to fill. The nurse retains all salary and benefits during the time with the educational institution.*

## **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/**at the Facility**, subject to Article 34 herein.

*Seniority is the time that a nurse has been employed on a full-time or part-time basis, without interruption, in a position(s) which falls within the scope of the MNU bargaining unit, except as modified in Articles 2503 and 2504.*

*Example #1:       Hired - November 5, 1985  
Quit - August 17, 1997  
Rehired - January 21, 1998*

*Her/his seniority is calculated from January 21, 1998 and all of her/his benefits are calculated from January 21, 1998. When she/he quit she/he lost her/his seniority and she/he does not get it back when she/he is rehired. Accumulation of seniority starts over.*

*Example #2:       Nurses, who previously occupied positions which traditionally fall within the scope of this agreement, who enter the bargaining unit by reason of certification of their worksite, shall be granted seniority as if they had always been within the bargaining unit.*

*Example #3:       A bargaining unit member awarded a permanent out-of-scope position and vacating her/his bargaining unit position, loses her/his seniority and cannot recover same by re-entering the bargaining unit at a later date.*

*Example #4:       A full-time or part-time nurse who changes employment status to casual, loses her/his seniority, and cannot recover same at a later date. See also Article 302(c).*

*Example #5:       Nurses who work in more than one worksite with the same Employer, or hold more than one position in the same worksite, shall accumulate seniority on all regular paid hours provided they hold at least one position with the Employer that is either full-time, part-time. This means she/he has one seniority listing with that Employer.*

*Note:       See Article 34 for seniority of a part-time nurse.  
See Article 35 for seniority related to a casual nurse.*

**Note:       See Attachment #5.**



**Additional for Home Care Nurses:** *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.

*Seniority must be considered as one of the factors when making selections for posted vacancies, promotions and transfers and, when candidates are equal, **seniority rules**. A nurse's seniority is carried with her/him when moving between occupational classifications, i.e. LPN, Nurse II, Nurse III, Nurse IV, Nurse V.*

*See Memo #34 which may modify Article 2502. This memo exists only for the life of the current 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.

*A bargaining unit member cannot work concurrently in a managerial-excluded position (out-of-scope) with the same Employer for reasons of conflict of interest (see 2505). A nurse must take a leave of absence from her/his bargaining unit position*

*in order to occupy an out-of-scope position with the same Employer for 54 weeks or less. She/he cannot work in the bargaining unit during this time.*

**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;
- (viii) she/he is on Educational Deferred Salary Leave.

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

*The part-time nurse's accrual of seniority under this clause is based on her/his 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.

*A bargaining unit member vacating her/his bargaining unit position, and obtaining a permanent out-of-scope position or a term out-of-scope position greater than 54 weeks with the same Employer is*

*deemed to have resigned, loses her/his seniority and cannot recover same by re-entering the bargaining unit at a later date. The nurse also forfeits her/his rights under the Collective Agreement. She/he cannot work in the bargaining unit. Please also see Article 310.*

**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.

*The Local should ensure that they receive this list annually and that the members review the list to verify its accuracy. An inaccurate seniority listing should be challenged by the Union and/or the nurse(s) affected immediately under the grievance provisions of the collective agreement.*

## **ARTICLE 26 -- NOTICE OF TERMINATION OF EMPLOYMENT**

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

- (a) for classifications other than Nurse IV or Nurse V -- four (4) weeks, and
- (b) for Nurse IV and Nurse V classifications -- six (6) weeks.

*Vacation may not be used as part of the period of termination notice.*

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

- (a) by mutual agreement between the nurse and the Employer for special circumstances, *(In the North - It is agreed that transfer of a spouse of less than four (4) weeks notice shall constitute reasonable cause for lesser notice to be given,)* 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

*(See also Memorandum of Understanding regarding Employment Security)*

**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 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 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 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:

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

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

- (d) the nurse shall be paid 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.

*Laid off nurses who have been awarded additional available shifts, cannot be cancelled nor can the nurse cancel her/his shift. Additional available shifts will be awarded in seniority order amongst laid off nurses (provided they are qualified, competent and willing to perform the required work) up to their regular EFT, i.e. the most senior nurse on layoff is offered shifts up to her/his EFT first, unless there is a shift she/he cannot work...then on to the next nurse in order of seniority.*

**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.

*Nurses cannot bump into vacancies because all jobs must be posted. Nurses on layoff do not have preference for vacancies by virtue of the fact that they are laid off.*

**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 Department of Nursing 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.

*The only time that recall is used is when the posting process results in the position not being filled by a nurse occupying a position within the site (see Article 2704). Nurses must be recalled before the Employer considers any applications from outside the site.*

*When a nurse declines her/his first recall and is subsequently recalled to a different position she/he must report for duty as scheduled or have her/his employment terminated should she/he fail to do so without valid reason. The Employer cannot offer the nurse the same position twice.*

**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.

*This clause identifies the rights of a nurse who is displaced by the deletion of her/his position, e.g. a Nurse III position might be deleted by an Employer. The nurse in that position would have the right to "bump" into another Nurse III position providing she/he has seniority and the ability to do the job. As well, the same Nurse III could bump into a Nurse II position (lower classification) again providing she/he has the seniority and the ability to do the job. Any nurse "bumped" out of her/his position in this example would as*



*well be able to exercise her/his seniority to “bump” into the same or lower classification. This procedure causes a chain reaction, and can result in several “bumps” until the most junior person is laid off. (See also 2904)*

*MNU’s definition of position allows the nurse to bump outside of the Worksite if necessary to maintain her/his occupational classification, shift description and EFT. If Employer disagrees, bump without prejudice and file a grievance.*

*There is no restriction on EFT that a nurse can bump into.*

*A deletion process may be cancelled.*

*See Employment Security Process for Implementation of New Rotation/Positions which follows Employment Security Memorandum #9.*

**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 **Local/Worksite** during the period when any nurses are on layoff.

*Nurses who are on layoff from a site have to be recalled before any applications from nurses who work in other sites can be considered.*

**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.

*Nurses who are laid off should contact their Employer to arrange for continuation of benefit plans, e.g. dental, group health, etc.*

**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.

*The nurse who “owns” the position is the person who exercises her/his bumping rights.*



## 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.

*Nurses who are currently at a twenty year step who secure a promotion are placed on the twenty year scale of the higher classification.*

*See formula under 3803(b).*

**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.

*The "trial period" is not a probationary period.*

*"promotion" means inscope.*

*This clause does not apply to lateral transfers, i.e. Nurse II to Nurse II.*

### **Applicable for Community Health Nurses:**

**2803** *All promotions and voluntary transfers into a Community Health Nurse position are subject to a six (6) month trial period. During this trial period, the promoted (or transferred) nurse may revert to her/his former position, or may be returned (or transferred) 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.**

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.

*A lateral reassignment is within the same occupational classification. If there should be an unforeseen, temporary shortage of nursing staff in one nursing unit, a nurse from another unit may be sent to cover the shift. This clause is intended to apply on a shift to shift basis regardless of the start time of the shift. Examples are sick calls, heavy workload, increased acuity, bereavement leave. This does not include vacation relief and/or filling of vacancies*

*When nurses are re-assigned (seconded, floated are other terms often used) and they do not have specific competency in that re-assignment, the expectation is that they perform functional tasks (such as taking vital signs, performing treatments and administering medications) or work with another 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.

*Adjustments refers to increases or decreases. See formula in Article 20.*

- (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.

When a nurse is demoted and there is no vacant position, the Employer would lay off the least senior nurse and the demoted nurse would assume that position.

**2904** If a nurse is reclassified to a lower paid position because of changing conditions within the **Regional Health Authority/facility**, 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.

*This provision is known as “red-circling”.*

**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.

*The nurse has the right to examine her/his personnel file and to have a copy of it without charge or other conditions.*

**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.

*Any entry on her/his file that she/he has not been made aware of cannot be used against her/him in an arbitration hearing. Basically, this holds with the principle that if one is not told they are being reprimanded, then the reprimand never took place. Thus, at any time the Employer makes a derogatory entry into a nurse's file, the nurse shall be advised that it has been made.*

*Anecdotal notes are not part of the personnel file. They should not be kept in HR files, however, the Manager may keep them for purposes of substantiating performance issues.*

*Documentation regarding the circumstances of a verbal reprimand may be included in a personnel file. Letters of Direction are not disciplinary in nature and can be included in a personnel file.*

**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 **at each site comprising the Regional Health Authority on the same date** for at least seven (7) days to enable nurses presently in the employ of the **Regional Health Authority/Employer** to apply for same. Such posting shall not preclude the Employer from advertising outside the **Regional Health Authority/site premises**. All postings shall state minimum qualifications required, the equivalent to full-time (E.F.T.) **site(s) of the position** and date of closing of the competition. Job descriptions shall be available to applicants on request.

*"Minimum qualifications required" means the posting shall contain all criteria against which the nurse is being measured. Arbitrators have gone further and said all selection criteria must be identified for the applicants, i.e. on the posting.*

See Attachment # 12 - **What Should Appear on a Standard Job Posting.**

*The posting must state the specific classification required.*

**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.**

*Preference must be given to nurses presently in the bargaining unit (including nurses in term positions subject to 3006) and not to out-of-scope nurses who are presently in the employ of the Regional Health Authority. Part-time nurses only get preference at the site where they have a designated EFT, they do not get preference at the site(s) where they pick up additional shifts. Casual nurses do not have designated sites and therefore do not get site preference.*

*Nurses in term positions have site preference where they currently occupy a term.*

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

*This ensures that as a result of employment security notices, nurses will have unit preference for newly posted positions.*

**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.

*This will ensure that nurses will have a clear and defined process when inquiring about the disposition of their application. Previously, nurses have received a form letter informing they were*

*unsuccessful and directing them to check the posting board. Under this language, if nurse is not successful after an interview, he or she may request a meeting with the hiring manager for constructive feedback within two weeks of request.*

*Nurses not selected for an interview may request feedback from the hiring manager or human resources personnel.*

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.

*See Article 2801, 3803 and 3804 re placement on salary scale.*

**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/resident census or workload necessitates a temporary increase in staffing, if mutually agreed, to replace a nurse(s) who is/are on vacation or leave of absence, or to carry out a special short term project or where the Employer has provided notice of permanent deletion of position(s) under 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.

*Term positions can be utilized for vacation relief. Nurses taking term positions for vacation relief may have to forfeit their previously approved vacation during the term.*



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.

*This means that there is no cut-off for "indefinite terms". Indefinite terms can only be posted to replace a nurse who is absent indefinitely due to illness, accident or Workers Compensation, leave for Public Office.*

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/facility** or a casual nurse from within the **Regional Health Authority/facility** 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.

*Casual status during the bridging period shall not be considered a break in service. A nurse who applies for and is awarded a position that would be starting within 6 weeks of the expiry of the term, is deemed to still be employed and considered an internal applicant at the site during the 6 week bridging period.*

*The bridging provision applies to casual nurses who have been in term positions with the Employer.*

- (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.**

*The Employer has an obligation to provide the nurse with a position that matches her/his former EFT.*

- (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.

*This is intended to provide predictability and consistency in vacation selection for nurses occupying term positions. This provision applies only when the nurse is returning to their former position or going to another position.*

## **ARTICLE 31 – PROBATIONARY PERIOD**

**3101** The period from the date of last employment to the completion of three (3) calendar months of employment for full-time nurses [and from the date of last employment to the later of completion of four (4) calendar months or thirty (30) shifts worked for part-time nurses] will be recognized as a probationary period. During such period the nurse shall not have recourse to the grievance procedure for reasons of termination of employment for

unsuitability or unsatisfactory performance. This clause shall not preclude the Employer from extending the probationary period of a full-time or part-time nurse up to an additional three (3) calendar months providing that the Employer gives written notification to the Union specifying the reason(s) for the extension.

*The probationary period applies only to newly hired nurses, and excludes nurses transferring within the Facility/site or who have been redeployed.*

*During a probationary period nurses are free to make application to other positions.*

*Under the Labour Relations Act a probationary nurse who is terminated may initiate a grievance under the grievance processes outlined in the Act.*

**Applicable for Community Health Nurses and Home Care Nurses:**

**3101** The period from the date of employment to the completion of six (6) calendar months of employment will be recognized as a probationary period. During such period the nurse shall not have recourse to the grievance procedure for reasons of termination of employment for unsuitability or unsatisfactory performance.

## **ARTICLE 32 -- PERFORMANCE APPRAISALS**

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

*The Employer may require nurses to participate in peer appraisals however the peer review of a nurse's performance should not constitute the primary focus or underpinning of an Employer's performance evaluation process.*

*Please contact your LRO if you are requested to do a peer 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.

*Any nurse who files a reply/rebuttal to her/his performance appraisal must ensure she/he includes the following statement: "This document shall be attached to the performance appraisal and shall be referred to concurrently with all references to the performance appraisal dated \_\_\_\_\_ and provided by \_\_\_\_\_."*

*The nurse may file a grievance in conjunction with any rebuttal.*

## **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/Employer** policy.

*Compensation would be in accordance with the Employer's policy. It should be noted that policy cannot deny compensation.*

## **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.

*When posting part-time positions the EFT must be stated. Once the commitment is made by the Employer and nurse, the part-time employment status can only be changed through a posting and*

*selection process and/or by way of a layoff/deletion notice or by way of "Duty to Accommodate".*

*There is no obligation for part-time nurses to agree to work additional available shifts over and above their EFT. Further, part-time nurses cannot be required or forced to come to work on any day they are not scheduled to work.*

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

- (i) **First, among nurses on each unit/ward where the shift is available who meet the provisions above, and who have requested additional shifts, if mutually agreed between the Employer and the Union;**

*Mutual agreement allows the Employer and the Union to first offer shifts facility-wide where that practice has existed.*

- (ii) **Second, among those nurses within that site, who meet the provisions above, and who have requested additional shifts;**

- (iii) **Third, among those nurses from other sites comprising the Regional Health Authority who meet the provisions above and who have requested additional shifts.**

*Once a shift has been awarded to a part-time nurse it becomes part of her scheduled hours for that period and the nurse is entitled to all terms and conditions of the Collective Agreement with respect to that shift. Exception: when there has been an error made with respect to awarding additional available shifts every effort should be made to correct the error prior to the date of the scheduled shift(s). This means that the shift may be taken away from the part-time nurse who was awarded the shift in error.*

*The Employer does not have to call a part-time nurse if she/he has already worked in that day (the day is the calendar day). A nurse cannot work more than her/his scheduled shift in a calendar day*

*(i.e. midnight to midnight) without being compensated at overtime rates of pay.*

*There should be a protocol which sets out how additional available shifts will be distributed amongst part-time nurses i.e. by seniority, or equitability. If there is no established protocol please contact your Labour Relations Officer.*

*Principles to include when developing a protocol:*

- The Employer determines the classification of nurse that is required, i.e. LPN, Nurse II, Nurse III.*
- A nurse who owns a position in a classification higher than the classification identified by the Employer, does not get preference over a nurse in the classification needed, i.e. all Nurse II's are considered before a Nurse III classification and higher, or all LPNs are considered before Nurse II.*

*Regarding pay for a Nurse III classification and higher:*

- When volunteering to work a Nurse II shift, in accordance with the established protocol regarding the awarding of additional available shifts, the nurse will be paid at the Nurse II rate for any additional available shift(s) that are awarded.*
- When the request to work an additional available shift is initiated by the Employer the nurse will be paid at her/his normal rate of pay.*

*These principles would also apply when a nurse works overtime.*

*There is no ability to bank hours worked/additional shifts paid at regular rates of pay.*

*Nurses who are on scheduled vacation or scheduled paid leaves are not considered to be available to work additional available shifts. Nurses have used their seniority to schedule vacation, which means another nurse was not granted her/his request for vacation. These nurses will only be offered additional available shifts as a last resort prior to mandating overtime.*

**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.

*When a part-time nurse is required to return to work in the same calendar day, she/he must be paid at appropriate overtime rates.*

**Applicable for Home Care Nurses:**

**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:

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

(b) Part-time nurses shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time nurse (*includes travel time as per 2103*) and shall be paid her/his earned vacation pay proportionately during each week of scheduled vacation.

*See Article 21. This is in keeping with the vacation scheduling procedure (Attachment #4) and ensures that both full-time and part-time nurses are treated equally.*

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

Hours Paid at Regular  
Rate of Pay  
Full-time Hours

X Entitlement of  
Full-time Nurses

See Article 23.

**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.

*Part-time nurses are guaranteed their EFT during any period pay in which a Recognized Holiday falls. 4.62% is equivalent to the 12 Recognized Holidays that the full-time nurse receives.*

**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 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1343 hours worked, it shall be applied to the pay period next following completion of 1343 hours worked.

*It must be noted that the nurse receives the increment on the later of one year or 1343 hours of work.*

**3409** Seniority accumulated by a part-time nurse up to **December 31, 1978** shall be retained; and effective from **January 1, 1979** seniority will be calculated in accordance with regular hours worked.

*"Regular hours worked" is interpreted as all paid hours exclusive of overtime. In addition, seniority accrual as per Article 2504 applies.*

*This clarifies that the accumulation of seniority is applicable to all clauses in the Collective Agreement where seniority is a factor. Dates vary from worksite to worksite – see your Collective Agreement.*

**Applicable for Home Care Nurses:**

**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.

**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 hours calculated under the formula:

$$B = 2015 - (A \times 3/2)$$

A = number of hours during which seniority was accrued under part-time status since the date of 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 hours calculated under the formula:

$$B = 1343 - (A \times 2/3)$$

A = number of hours during which seniority was accrued under full-time status since the date of 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 department/unit/program 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.

*This ensures that part-time nurses working in units that normally close on Recognized Holidays can maintain their EFT.*

## 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.

*The intent here is not to have casuals scheduled. Part-time nurses must be offered all extra available shifts prior to casuals being given the shifts.*

### Applicable for Home Care Nurses:

**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

worked. Such increment shall be applied on the first day of the first pay period following completion of 2015 hours.

When a nurse elects to terminate 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;

*This refers to payment only – no other provisions of Article 16 are applicable i.e. equitable distribution*

- 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.

*This provision is designed to ensure that casuals are not excluded if legislation changes in the future.*

**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.

*A casual who is called in for work and reports for duty is guaranteed 3 hours pay at basic rates, if there is no work available and her/his work is cancelled. In the event that a casual is called and "cancelled" before she/he arrives at work he/she does not receive the 3 hours pay. See Article 2004 for exception related to Escort Duty.*

*The casual nurse can cancel her/his agreement to work a shift/hours at any time. A Union grievance was filed in the Parkland Region when the Employer issued a memorandum at Dauphin Regional Health Centre that said casual nurses could not cancel shifts once the casual nurse had signed up for them and the Employer approved them. The memorandum indicated that there could be disciplinary action as a result of a casual nurse cancelling a shift. There was a long-standing accepted practice at Dauphin where casual nurses could cancel a shift.*

*The Union filed a policy grievance in order to protect the rights of casual nurses. There had not been any disciplinary action taken up to the time the grievance was filed. The majority Arbitration Award was in favour of the Union and concluded that casual nurses could cancel shifts. The Employer challenged the Award in the Court of Queen's Bench and the Award was subsequently quashed (set aside). The grievance was based on a potential breach and was seen by the Judge as premature.*

*In the meantime, the Union's position remains the same as it has been; casuals have the right to cancel a previously accepted shift, however, as a professional courtesy to colleagues and the employer, as much notice as possible should be given.*

**Applicable for Home Care Nurses:**

**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 sixty (60) km. radius of the originating site, unless a greater distance is mutually agreed between the Employer and the nurse. Travel time and Transportation Allowance as outlined in Article 20 shall be paid to the nurse to travel to the reassigned site.*

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

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

*Casuals can only grieve if their rights under Article 35 are violated.*

**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.

**The Union agrees that upon implementation of the above (3509), the following will become effective:**

- (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 or department, 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.

*If a full-time or part-time nurse converts to casual status, she/he loses all previous seniority and begins to accrue casual seniority and this seniority can only be used to compete vs. other casuals for positions. However the casual has no seniority in relation to competing against P/T or F/T nurses.*

*Any casual nurse who obtains a part-time or full-time EFT does not take her/his casual seniority to the new position.*

*A casual nurse who secures a term position will retain casual seniority and accrue seniority which will be converted to casual seniority upon expiry of the term position.*

## **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.

*This article ensures that provisions related to graduate nurses are in accordance with the Registered Nurses Act, Registered Psychiatric Nurses Act, Licensed Practical Nurses Act.*

## 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/on the Employer's premises** or at a facility designated by the Employer.

**3703** With the approval of the Employer, a nurse may choose to be examined by a physician 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.

*If the Employer grants time off for the purpose of medical or dental examinations, etc., then the Employer must pay income protection. The request must be reasonably considered by the Employer.*

## 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).

*The academic allowance - once awarded to a nurse - becomes a part of her/his hourly or monthly rate. Academic Allowance is paid on overtime.*

**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 @ Community Health	Start Rate
2015* hours within past 4 years *1885 @ Community Health	1 Year Rate
4030* hours within past 5 years *3770 @ Community Health	2 Year Rate
6045* hours within past 6 years *5655 @ Community Health	3 Year Rate
8060* hours within past 6 years *7540 @ Community Health	4 Year Rate
10075* hours within past 7 years *9425 @ Community Health	5 Year Rate

*The nurse must ensure that her/his hours are accurate for starting salary calculations. She/he should request and obtain the calculation of hours from their previous Employer and provide same to the new Employer.*

*Except in cases related to 2904 (demotions), where a higher classification, e.g. Nurse IV, voluntarily applies for a Nurse II position, she/he will be placed on the Nurse II salary scale in accordance with the above formula.*



**For all CNS and Nurse Practitioners:**

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 10,075* hours *9,425 @ Community Health	Start Rate
10,075* hours within past 6 years *9,425 @ Community Health	1 Year Rate
12,090* hours within past 7 years *11,310 @ Community Health	2 Year Rate
14,105* hours within past 8 years *13,195 @ Community Health	3 Year Rate
16,120* hours within past 9 years *15,080 @ Community Health	4 Year Rate

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

*Example #1: Nurse II Year 4 gets promoted to Nurse IV and must be paid at least equivalent to Nurse II Year 5 salary when placed on the Nurse IV salary scale.*

*Example #2: Nurse II Year 5 gets promoted to Nurse IV and her/his increase must be at least the equivalent of one increment above her/his Nurse II Year 5 salary.*

(Year 5 monthly salary) 6647.317 – (Year 4 monthly salary)  
6438.765 = (X) 208.552  
Add X to Year 5 monthly salary = 208.552 + 6647.317 =  
6855.869 = minimum increase when placed on Nurse IV  
scale. This is Nurse IV Year 4

*Example #3 Nurse II Year V gets promoted to Nurse III  
and her/his increase must be at least the  
equivalent of one increment above her/his  
Nurse II Year V salary*

(Year 5 monthly salary) 6647.317 – (Year 4 monthly salary)  
6438.765 = (X) 208.552  
Add X to Year 5 monthly salary = 208.552 + 6647.317 =  
6855.869 = minimum increase when placed on Nurse III  
scale. This is Nurse III Year 6.

*There may be exceptions that apply under the Mobility Memorandum*

- (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 (or as per applicable collective agreement) 1 Year rate 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.

*The nurse's increment date would continue to be the date she/he commenced at the Nurse II Year 1 Rate.*

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

*Probation is only applicable when a Graduate Nurse Practitioner is newly employed.*

**Additional in the North:**

- (e) **Notwithstanding 3803(c), a nurse returning from a leave of absence who has completed the Registered Nurse program having had previous experience as a Registered Psychiatric Nurse, and who returns to work in the psychiatric area shall receive full recognition for previous experience when placed on the salary schedule.**

**3804**      **Applicable to Licensed Practical Nurses and Operating Room Technicians:**

- (a)      The starting salary of a newly employed Licensed Practical Nurse **and Operating Room Technicians** 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 *1885 @ Community Health	Start Rate
2015* hours within past 4 years *1885 @ Community Health	1 Year Rate
4030* hours within past 5 years *3770 @ Community Health	2 Year Rate
6045* hours within past 6 years *5655 @ Community Health	3 Year Rate
8060* hours within past 6 years *7540 @ Community Health	4 Year Rate
10075* hours within past 7 years *9425 @ Community Health	5 Year Rate
12090* hours within past 7 years *11310 @ Community Health	6 Year Rate

*The nurse must ensure that her/his hours are accurate for starting salary calculations. She/he should request and obtain the calculation of hours from their previous Employer and provide same to the new Employer.*

**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.

*Nurses should not hesitate to request a higher starting salary than what 3803 or 3804 formulas provide as this clause gives the Employer the ability to honour such a request. However the nurse cannot grieve if the Employer refuses. The nurse cannot be granted a salary higher than those listed in Appendix "A", i.e. it has to be within the salary scales we've negotiated for a particular classification.*

**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.

*The nurse is granted an increment annually (on her/his anniversary date) according to the schedule of wages set out in Appendix "A". Other clauses of the Collective Agreement may affect the anniversary date and delay the implementation of the increment [see 3806(b)].*

*Any withholding of an increment would have to be justifiable and defensible through the grievance procedure. It must be noted that the appraisal must be objective and the results are to be discussed with the nurse. Also, the nurse must know what standards she/he is to meet to bring her/his performance in line with what is expected.*

*Regarding nurses occupying more than one part-time position within the sites comprising the RHA – the nurse's earliest date of hire within any of the sites comprising the RHA is to be considered as the anniversary date of hire. Nurses holding more than one position will be at the same increment step (highest year) on the salary scale for all positions in the same occupational classification in a RHA. For non transferred facilities which subsequently become part of the RHA, there must be a "blending" of salaries and benefits for nurses employed at both with the superior benefit being provided.*

- (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.

*When a nurse takes an unpaid leave of absence her/his anniversary date is adjusted forward by one month for each full month of leaves.*

**Example:**

*Anniversary date - January 11, 1995*

*Unpaid leave (3 months in 1997)*

*New Anniversary date **(for incremental purposes only)***

*- April 11<sup>th</sup>*

*Unpaid leaves include periods on Workers Compensation, D&R, MPI, etc.*

**Applicable for Home Care Nurses:**

**3806**

**Increments:**

- (a) *Increments as specified in salary schedule Appendix "A" shall be granted annually, effective on the first day of the pay period following the nurse's anniversary date of 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.

*This will ensure retroactive salary adjustments are completed within a reasonable time frame.*

## **ARTICLE 39 – EMPLOYEE BENEFIT PROGRAM**

*Nurses having questions/concerns about any benefit plans should contact the MNU Office or HEBP/HEPP Office at 942-6591 or 1-888-842-4233.*

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

*Premiums may be adjusted by the HEBP Board from time to time as costs or utilization changes.*

*The Employer pays 50% of the monthly dental premiums for all full/part-time nurses on the dental plan. See the Dental Plan booklet for further information regarding the plan.*

**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.

*The provisions of the D & R Plan may be found in the D & R Booklet. **Please note a part-time nurse must work a minimum average of 15 hours per week over a year to qualify for D & R.** A nurse will normally be paid from accumulated sick time (if sufficient accumulation exists) to cover the elimination period. Nurses may also be eligible for sick benefits under the Employment Insurance Act. When 119 calendar days has elapsed, no more income protection is payable. The onus is on the nurse to have applied for D & R coverage beyond that time. In the case of a WCB claim, it is up to the D & R carrier and the WCB to determine their respective obligations to the nurse (see Income Protection Article 23).*

*Nurses applying for WCB or MPI who may be off for extended periods and who are covered by the D & R plan, should be simultaneously applying for D & R benefits. Nurses should ensure premiums for other benefit plans are paid when income protection is exhausted and prior to D&R commencing.*

*It is imperative that nurses continue to pay their D&R while they are on an unpaid leave of absence or they will not qualify for benefits after the 119 day waiting period.*

*Any unused Income Protection credits remain in the income protection bank for use by the nurse on her/his return from D & R or WCB.*

*D&R staff may be contacting disabled nurses to begin the rehabilitation process.*

*The HEBP Board have approved that Appendix "A" and "B" are recognized as base salary for D&R effective January 1, 2009.*

### **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.

*1500 hours works out to be 0.75 EFT.*

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.

*The **following** clause and any other clauses with the notation below are only applicable to nurses who belonged to the MGEU prior to April 1, 1999. Nurses hired on or after April 1, 1999 are not subject to these specific provisions. In these cases, the regular provisions of the Collective Agreement and HEBP and HEPP shall apply.*

**3904**      **Applicable for Community Health Nurses:**

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 benefit plans currently include the Dental Plan, Disability and Rehabilitation Plan, Ambulance and Hospital Semi-Private Plan (AHSP), Group Extended Health Plan, Group Life Insurance Plan, Pension Plan, and the Vision Care Plan, and will



be "grandparented" to those plans for the duration of their employment.

The Employer and the Union mutually agree that all nurses "grandparented" to the Civil Service Benefit Plan shall have the following benefit changes applicable to them:

- increasing maximum allowable annual coverage for Vision and Dental Plans;
- Vision Care maximum increased to \$200 per 24 months (from \$190);
- Dental basic/major maximum increased to \$1100 (from \$1000) and to \$1200 January 2002 and \$1400 January 2003;
- Orthodontic maximum increased to \$1300 (from \$1200) and to \$1400 January 2002 and \$1600 January 2003;
- Implementation of the appropriate annual fee guides for Vision and Dental Plans;
- Vision and Dental coverage to remain in force for the first 17 weeks of maternity leave;
- Allowing Family Coverage for part-time nurses up to 50% of the maximum allowable for Vision and Dental;
- Effective October 1, 2001, implementation of an Employer paid Drug Plan providing for 80% reimbursement of eligible drug expenses up to \$500 per year per family.

All future changes to Benefit Plans negotiated in the Civil Service shall be applicable to the MNU members who are "grandparented" to these plans. The Employers agree to notify the Union as soon as the Employer is made aware of any benefit changes.

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).

*Any former MGEU nurse who takes a new position with a different employer in health care in the Manitoba, should contact the MNU Office to discuss implications and options respecting their pension transfer.*

*Example: A Community Health Nurse who takes a position in a facility within the same RHA will continue to be covered as above. If that Community Health Nurse should take a position in a facility that is outside that RHA, she/he will be enrolled in HEBP and HEPP for the work she/he performs in her/his new position.*

*“All former MGEU nurses” means all former MGEU nurses who were previously employed by the Province of Manitoba. There will be no new entrants to the Civil Service Benefit Plans. All nurses previously hired by the RHA and all new hires go into the HEBP and HEPP plans.*

## **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:

*It is important for nurses to check their pay statements to ensure they are paid accurately. Any shortages or overpayments should be reported to your supervisor and/or payroll department immediately. The Employer is entitled to repayment of overpayments just as a nurse is entitled to recover underpayment.*

*Only overpayments for a maximum of 12 months can be recovered regardless of the length of time that the overpayment has been made.*

- (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.

*This outlines the process for recovery of overpayments in a fair and reasonable time frame and allows the nurse input.*

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.

*When a repayment agreement has been made and the nurse terminates her/his employment with the Employer, the Employer is entitled to deduct any money owing from the nurse's last pay cheque.*

## **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.

*This article establishes a minimum requirement for orientation. Presently some employers are offering very expansive orientation programs and are encouraged to continue to do so. Please note the reference to nurses moving to a new area of practice. This will include moving to and from long term care, acute care and specialty units such as ICU and Emergency.*

## 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 <sup>1</sup>	
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			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
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	7,347.698	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	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.



**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 <sup>1</sup>
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			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
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	7,494.625	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	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

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 <sup>1</sup>
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			



Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
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	7,577.072	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	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

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 <sup>1</sup>
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			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
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	7,728.700	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	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

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 <sup>1</sup>	
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			



Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
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	7,883.184	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	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

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 <sup>1</sup>	
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			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
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	7,962.105	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	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

## Applicable for Community Health Nurses

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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	26.936	27.817	28.687	29.744	30.714	31.796	32.928	33.587
		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	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 III	1885	Hourly	36.524	37.757	39.042	40.297	41.462	42.732	44.042	44.923
		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)	1885	Hourly	37.255	38.512	39.823	41.103	42.291	43.587	44.923	
		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	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 <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	30.975	31.989	32.989	34.206	35.321	36.565	37.868	38.625
		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	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 III	1885	Hourly	42.003	43.420	44.899	46.342	47.681	49.141	50.649	51.662
		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)	1885	Hourly	42.843	44.288	45.797	47.269	48.635	50.125	51.662	
		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	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	

<sup>1</sup> Eligibility for the 20 Year Increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	27.475	28.374	29.261	30.339	31.328	32.432	33.587	34.258
		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	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 III	1885	Hourly	37.255	38.512	39.823	41.103	42.291	43.587	44.923	45.822
		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)	1885	Hourly	38.000	39.281	40.620	41.925	43.137	44.458	45.822	
		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	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 <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	31.595	32.629	33.649	34.890	36.027	37.297	38.625	39.398
		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	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 III	1885	Hourly	42.843	44.288	45.797	47.269	48.635	50.125	51.662	52.695
		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)	1885	Hourly	43.700	45.174	46.712	48.214	49.607	51.128	52.695	
		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	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	

<sup>1</sup> Eligibility for the 20 Year Increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	27.776	28.686	29.583	30.673	31.672	32.788	33.957	34.636
		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	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 III	1885	Hourly	37.665	38.935	40.260	41.555	42.756	44.066	45.417	46.326
		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)	1885	Hourly	38.419	39.714	41.066	42.386	43.612	44.948	46.326	
		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	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 <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	31.943	32.988	34.020	35.274	36.423	37.707	39.050	39.831
		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	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 III	1885	Hourly	43.314	44.776	46.300	47.788	49.169	50.676	52.230	53.275
		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)	1885	Hourly	44.180	45.670	47.226	48.744	50.153	51.690	53.275	
		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	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	

<sup>1</sup> Eligibility for the 20 Year Increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	28.332	29.259	30.174	31.286	32.306	33.445	34.636	35.328
		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	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 III	1885	Hourly	38.419	39.714	41.066	42.386	43.612	44.948	46.326	47.253
		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)	1885	Hourly	39.186	40.508	41.887	43.234	44.484	45.847	47.253	
		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	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 <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	32.582	33.648	34.700	35.979	37.152	38.461	39.831	40.627
		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	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 III	1885	Hourly	44.180	45.670	47.226	48.744	50.153	51.690	53.275	54.340
		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)	1885	Hourly	45.064	46.584	48.171	49.719	51.156	52.724	54.340	
		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	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	52.200	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	

<sup>1</sup> Eligibility for the 20 Year Increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	28.898	29.844	30.778	31.912	32.952	34.114	35.328	36.035
		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	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 III	1885	Hourly	39.186	40.508	41.887	43.234	44.484	45.847	47.253	48.198
		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)	1885	Hourly	39.970	41.319	42.725	44.098	45.373	46.763	48.198	
		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	1885	Hourly	40.531	42.032	43.534	45.172	47.048	48.870	50.776	51.791
		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)	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	55.164
		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)	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 <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	33.233	34.320	35.393	36.699	37.895	39.230	40.627	41.440
		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	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 III	1885	Hourly	45.064	46.584	48.171	49.719	51.156	52.724	54.340	55.427
		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)	1885	Hourly	45.966	47.517	49.134	50.713	52.179	53.778	55.427	
		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	1885	Hourly	46.610	48.336	50.064	51.947	54.106	56.201	58.392	59.560
		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)	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	63.439
		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)	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	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	29.187	30.143	31.086	32.231	33.281	34.455	35.682	36.395
		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	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 III	1885	Hourly	39.578	40.914	42.306	43.666	44.929	46.304	47.725	48.680
		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)	1885	Hourly	40.369	41.731	43.152	44.540	45.827	47.231	48.680	
		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	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 <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	33.566	34.664	35.748	37.065	38.274	39.622	41.033	41.854
		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	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 III	1885	Hourly	45.515	47.051	48.652	50.216	51.667	53.251	54.884	55.982
		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)	1885	Hourly	46.425	47.991	49.626	51.221	52.701	54.315	55.982	
		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	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	

<sup>1</sup> Eligibility for the 20 Year Increment is determined in accordance with Article 2105.

### Applicable in the North:

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 <sup>1</sup>
Licensed Practical Nurse	2015	Hourly	26.398	27.261	28.114	29.150	30.100	31.161	32.271	32.916
		Monthly	4,432.664	4,577.576	4,720.809	4,894.771	5,054.292	5,232.451	5,418.839	5,527.145
		Annual	53,191.970	54,930.915	56,649.710	58,737.250	60,651.500	62,789.415	65,026.065	66,325.740
Nurse II	2015	Hourly	34.485	35.688	36.895	38.153	39.383	40.654		41.468
		Monthly	5,790.606	5,992.610	6,195.285	6,406.525	6,613.062	6,826.484		6,963.168
		Annual	69,487.275	71,911.320	74,343.425	76,878.295	79,356.745	81,917.810		83,558.020
Nurse II (20 Year Scale)	2015	Hourly	35.174	36.402	37.633	38.917	40.171	41.468		
		Monthly	5,906.301	6,112.503	6,319.208	6,534.813	6,745.380	6,963.168		
		Annual	70,875.610	73,350.030	75,830.495	78,417.755	80,944.565	83,558.020		
Nurse III	2015	Hourly	35.795	37.002	38.262	39.492	40.634	41.879	43.163	44.026
		Monthly	6,010.577	6,213.253	6,424.828	6,631.365	6,823.126	7,032.182	7,247.787	7,392.699
		Annual	72,126.925	74,559.030	77,097.930	79,576.380	81,877.510	84,386.185	86,973.445	88,712.390
Nurse III (20 Year Scale)	2015	Hourly	36.511	37.743	39.028	40.282	41.446	42.716	44.026	
		Monthly	6,130.805	6,337.679	6,553.452	6,764.019	6,959.474	7,172.728	7,392.699	
		Annual	73,569.665	76,052.145	78,641.420	81,168.230	83,513.690	86,072.740	88,712.390	
Nurse IV	2015	Hourly	37.023	38.394	39.766	41.263	42.977	44.641	46.381	47.309
		Monthly	6,216.779	6,446.993	6,677.374	6,928.745	7,216.555	7,495.968	7,788.143	7,943.970
		Annual	74,601.345	77,363.910	80,128.490	83,144.945	86,598.655	89,951.615	93,457.715	95,327.635
Nurse IV (20 Year Scale)	2015	Hourly	37.764	39.162	40.562	42.088	43.837	45.533	47.309	
		Monthly	6,341.205	6,575.953	6,811.036	7,067.277	7,360.963	7,645.750	7,943.970	
		Annual	76,094.460	78,911.430	81,732.430	84,807.320	88,331.555	91,748.995	95,327.635	
Nurse V	2015	Hourly	39.081	40.577	42.292	43.955	45.771	47.549	49.402	50.390
		Monthly	6,562.351	6,813.555	7,101.532	7,380.777	7,685.714	7,984.270	8,295.419	8,461.321
		Annual	78,748.215	81,762.655	85,218.380	88,569.325	92,228.565	95,811.235	99,545.030	101,535.850
Nurse V (20 Year Scale)	2015	Hourly	39.863	41.389	43.138	44.834	46.686	48.500	50.390	
		Monthly	6,693.662	6,949.903	7,243.589	7,528.376	7,839.358	8,143.958	8,461.321	
		Annual	80,323.945	83,398.835	86,923.070	90,340.510	94,072.290	97,727.500	101,535.850	
Nurse Practitioner	2015	Hourly	44.540	47.808	49.774	51.737	53.856			54.933
		Monthly	7,479.008	8,027.760	8,357.884	8,687.505	9,043.320			9,224.166
		Annual	89,748.100	96,333.120	100,294.610	104,250.055	108,519.840			110,689.995
Nurse Practitioner (20 Year Scale)	2015	Hourly	45.430	48.764	50.769	52.772	54.933			
		Monthly	7,628.454	8,188.288	8,524.961	8,861.298	9,224.166			
		Annual	91,541.450	98,259.460	102,299.535	106,335.580	110,689.995			



Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	2015	Hourly	30.357	31.351	32.331	33.523	34.615	35.835	37.111	37.854
		Monthly	5,097.446	5,264.355	5,428.914	5,629.070	5,812.435	6,017.294	6,231.555	6,356.318
		Annual	61,169.355	63,172.265	65,146.965	67,548.845	69,749.225	72,207.525	74,778.665	76,275.810
Weekend Worker - Nurse II	2015	Hourly	39.657	41.041	42.430	43.876	45.291	46.753		47.688
		Monthly	6,659.071	6,891.468	7,124.704	7,367.512	7,605.114	7,850.608		8,007.610
		Annual	79,908.855	82,697.615	85,496.450	88,410.140	91,261.365	94,207.295		96,091.320
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	40.450	41.862	43.278	44.754	46.197	47.688		
		Monthly	6,792.229	7,029.328	7,267.098	7,514.943	7,757.246	8,007.610		
		Annual	81,506.750	84,351.930	87,205.170	90,179.310	93,086.955	96,091.320		
Weekend Worker - Nurse III	2015	Hourly	41.164	42.553	44.002	45.416	46.729	48.160	49.637	50.630
		Monthly	6,912.122	7,145.358	7,388.669	7,626.103	7,846.578	8,086.867	8,334.880	8,501.621
		Annual	82,945.460	85,744.295	88,664.030	91,513.240	94,158.935	97,042.400	100,018.555	102,019.450
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	41.988	43.404	44.882	46.324	47.663	49.124	50.630	
		Monthly	7,050.485	7,288.255	7,536.436	7,778.572	8,003.412	8,248.738	8,501.621	
		Annual	84,605.820	87,459.060	90,437.230	93,342.860	96,040.945	98,984.860	102,019.450	
Weekend Worker - Nurse IV	2015	Hourly	42.577	44.153	45.731	47.452	49.424	51.337	53.338	54.405
		Monthly	7,149.388	7,414.025	7,678.997	7,967.982	8,299.113	8,620.338	8,956.339	9,135.506
		Annual	85,792.655	88,968.295	92,147.965	95,615.780	99,589.360	103,444.055	107,476.070	109,626.075
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	43.428	45.036	46.646	48.401	50.412	52.364	54.405	
		Monthly	7,292.285	7,562.295	7,832.641	8,127.335	8,465.015	8,792.788	9,135.506	
		Annual	87,507.420	90,747.540	93,991.690	97,528.015	101,580.180	105,513.460	109,626.075	
Weekend Worker - Nurse V	2015	Hourly	44.943	46.664	48.636	50.549	52.637	54.681	56.813	57.949
		Monthly	7,546.679	7,835.663	8,166.795	8,488.020	8,838.630	9,181.851	9,539.850	9,730.603
		Annual	90,560.145	94,027.960	98,001.540	101,856.235	106,063.555	110,182.215	114,478.195	116,767.235
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	45.842	47.597	49.608	51.560	53.689	55.775	57.949	
		Monthly	7,697.636	7,992.330	8,330.010	8,657.783	9,015.278	9,365.552	9,730.603	
		Annual	92,371.630	95,907.955	99,960.120	103,893.400	108,183.335	112,386.625	116,767.235	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	2015	Hourly	26.926	27.807	28.676	29.733	30.702	31.784	32.916	33.575
		Monthly	4,521.324	4,669.259	4,815.178	4,992.666	5,155.378	5,337.063	5,527.145	5,637.802
		Annual	54,255.890	56,031.105	57,782.140	59,911.995	61,864.530	64,044.760	66,325.740	67,653.625
Nurse II	2015	Hourly	35.174	36.402	37.633	38.917	40.171	41.468		42.297
		Monthly	5,906.301	6,112.503	6,319.208	6,534.813	6,745.380	6,963.168		7,102.371
		Annual	70,875.610	73,350.030	75,830.495	78,417.755	80,944.565	83,558.020		85,228.455
Nurse II (20 Year Scale)	2015	Hourly	35.878	37.130	38.386	39.695	40.974	42.297		
		Monthly	6,024.514	6,234.746	6,445.649	6,665.452	6,880.218	7,102.371		
		Annual	72,294.170	74,816.950	77,347.790	79,985.425	82,562.610	85,228.455		
Nurse III	2015	Hourly	36.511	37.743	39.028	40.282	41.446	42.716	44.026	44.907
		Monthly	6,130.805	6,337.679	6,553.452	6,764.019	6,959.474	7,172.728	7,392.699	7,540.634
		Annual	73,569.665	76,052.145	78,641.420	81,168.230	83,513.690	86,072.740	88,712.390	90,487.605
Nurse III (20 Year Scale)	2015	Hourly	37.241	38.497	39.808	41.088	42.275	43.571	44.907	
		Monthly	6,253.385	6,464.288	6,684.427	6,899.360	7,098.677	7,316.297	7,540.634	
		Annual	75,040.615	77,571.455	80,213.120	82,792.320	85,184.125	87,795.565	90,487.605	
Nurse IV	2015	Hourly	37.764	39.162	40.562	42.088	43.837	45.533	47.309	48.255
		Monthly	6,341.205	6,575.953	6,811.036	7,067.277	7,360.963	7,645.750	7,943.970	8,102.819
		Annual	76,094.460	78,911.430	81,732.430	84,807.320	88,331.555	91,748.995	95,327.635	97,233.825
Nurse IV (20 Year Scale)	2015	Hourly	38.519	39.945	41.373	42.930	44.713	46.444	48.255	
		Monthly	6,467.982	6,707.431	6,947.216	7,208.663	7,508.058	7,798.722	8,102.819	
		Annual	77,615.785	80,489.175	83,366.595	86,503.950	90,096.695	93,584.660	97,233.825	
Nurse V	2015	Hourly	39.863	41.389	43.138	44.834	46.686	48.500	50.390	51.398
		Monthly	6,693.662	6,949.903	7,243.589	7,528.376	7,839.358	8,143.958	8,461.321	8,630.581
		Annual	80,323.945	83,398.835	86,923.070	90,340.510	94,072.290	97,727.500	101,535.850	103,566.970
Nurse V (20 Year Scale)	2015	Hourly	40.660	42.217	44.000	45.731	47.620	49.470	51.398	
		Monthly	6,827.492	7,088.938	7,388.333	7,678.997	7,996.192	8,306.838	8,630.581	
		Annual	81,929.900	85,067.255	88,660.000	92,147.965	95,954.300	99,682.050	103,566.970	
Nurse Practitioner	2015	Hourly	45.430	48.764	50.769	52.772	54.933			56.032
		Monthly	7,628.454	8,188.288	8,524.961	8,861.298	9,224.166			9,408.707
		Annual	91,541.450	98,259.460	102,299.535	106,335.580	110,689.995			112,904.480
Nurse Practitioner (20 Year Scale)	2015	Hourly	46.339	49.739	51.784	53.827	56.032			
		Monthly	7,781.090	8,352.007	8,695.397	9,038.450	9,408.707			
		Annual	93,373.085	100,224.085	104,344.760	108,461.405	112,904.480			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	2015	Hourly	30.964	31.978	32.977	34.193	35.308	36.552	37.854	38.611
		Monthly	5,199.372	5,369.639	5,537.388	5,741.575	5,928.802	6,137.690	6,356.318	6,483.430
		Annual	62,392.460	64,435.670	66,448.655	68,898.895	71,145.620	73,652.280	76,275.810	77,801.165
Weekend Worker - Nurse II	2015	Hourly	40.450	41.862	43.278	44.754	46.197	47.688		48.641
		Monthly	6,792.229	7,029.328	7,267.098	7,514.943	7,757.246	8,007.610		8,167.635
		Annual	81,506.750	84,351.930	87,205.170	90,179.310	93,086.955	96,091.320		98,011.615
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	41.259	42.699	44.144	45.649	47.121	48.641		
		Monthly	6,928.074	7,169.874	7,412.513	7,665.228	7,912.401	8,167.635		
		Annual	83,136.885	86,038.485	88,950.160	91,982.735	94,948.815	98,011.615		
Weekend Worker - Nurse III	2015	Hourly	41.988	43.404	44.882	46.324	47.663	49.124	50.630	51.643
		Monthly	7,050.485	7,288.255	7,536.436	7,778.572	8,003.412	8,248.738	8,501.621	8,671.720
		Annual	84,605.820	87,459.060	90,437.230	93,342.860	96,040.945	98,984.860	102,019.450	104,060.645
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	42.827	44.272	45.779	47.251	48.617	50.106	51.643	
		Monthly	7,191.367	7,434.007	7,687.057	7,934.230	8,163.605	8,413.633	8,671.720	
		Annual	86,296.405	89,208.080	92,244.685	95,210.765	97,963.255	100,963.590	104,060.645	
Weekend Worker - Nurse IV	2015	Hourly	43.428	45.036	46.646	48.401	50.412	52.364	54.405	55.493
		Monthly	7,292.285	7,562.295	7,832.641	8,127.335	8,465.015	8,792.788	9,135.506	9,318.200
		Annual	87,507.420	90,747.540	93,991.690	97,528.015	101,580.180	105,513.460	109,626.075	111,818.395
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	44.297	45.937	47.579	49.369	51.420	53.411	55.493	
		Monthly	7,438.205	7,713.588	7,989.307	8,289.878	8,634.275	8,968.597	9,318.200	
		Annual	89,258.455	92,563.055	95,871.685	99,478.535	103,611.300	107,623.165	111,818.395	
Weekend Worker - Nurse V	2015	Hourly	45.842	47.597	49.608	51.560	53.689	55.775	57.949	59.108
		Monthly	7,697.636	7,992.330	8,330.010	8,657.783	9,015.278	9,365.552	9,730.603	9,925.218
		Annual	92,371.630	95,907.955	99,960.120	103,893.400	108,183.335	112,386.625	116,767.235	119,102.620
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	46.759	48.549	50.600	52.591	54.763	56.891	59.108	
		Monthly	7,851.615	8,152.186	8,496.583	8,830.905	9,195.620	9,552.947	9,925.218	
		Annual	94,219.385	97,826.235	101,959.000	105,970.865	110,347.445	114,635.365	119,102.620	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.



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 <sup>1</sup>
Licensed Practical Nurse	2015	Hourly	27.222	28.112	28.991	30.060	31.040	32.134	33.944
		Monthly	4,571.028	4,720.473	4,868.072	5,047.575	5,212.133	5,395.834	5,699.763
		Annual	54,852.330	56,645.680	58,416.865	60,570.900	62,545.600	64,750.010	68,397.160
Nurse II	2015	Hourly	35.561	36.802	38.047	39.345	40.613	41.924	42.762
		Monthly	5,971.285	6,179.669	6,388.725	6,606.681	6,819.600	7,039.738	7,180.453
		Annual	71,655.415	74,156.030	76,664.705	79,280.175	81,835.195	84,476.860	86,165.430
Nurse II (20 Year Scale)	2015	Hourly	36.272	37.538	38.808	40.132	41.425	42.762	
		Monthly	6,090.673	6,303.256	6,516.510	6,738.832	6,955.948	7,180.453	
		Annual	73,088.080	75,639.070	78,198.120	80,865.980	83,471.375	86,165.430	
Nurse III	2015	Hourly	36.913	38.158	39.457	40.725	41.902	43.186	45.401
		Monthly	6,198.308	6,407.364	6,625.488	6,838.406	7,036.044	7,251.649	7,623.585
		Annual	74,379.695	76,888.370	79,505.855	82,060.875	84,432.530	87,019.790	91,483.015
Nurse III (20 Year Scale)	2015	Hourly	37.651	38.921	40.246	41.540	42.740	44.050	45.401
		Monthly	6,322.230	6,535.485	6,757.974	6,975.258	7,176.758	7,396.729	7,623.585
		Annual	75,866.765	78,425.815	81,095.690	83,703.100	86,121.100	88,760.750	91,483.015
Nurse IV	2015	Hourly	38.179	39.592	41.008	42.551	44.319	46.034	48.786
		Monthly	6,410.890	6,648.157	6,885.927	7,145.022	7,441.899	7,729.876	8,031.286
		Annual	76,930.685	79,777.880	82,631.120	85,740.265	89,302.785	92,758.510	96,375.435
Nurse IV (20 Year Scale)	2015	Hourly	38.943	40.384	41.828	43.402	45.205	46.955	48.786
		Monthly	6,539.179	6,781.147	7,023.618	7,287.919	7,590.673	7,884.527	8,191.983
		Annual	78,470.145	81,373.760	84,283.420	87,455.030	91,088.075	94,614.325	98,303.790
Nurse V	2015	Hourly	40.301	41.844	43.612	45.328	47.200	49.034	51.964
		Monthly	6,767.210	7,026.305	7,323.182	7,611.327	7,925.667	8,233.626	8,554.515
		Annual	81,206.515	84,315.660	87,878.180	91,335.920	95,108.000	98,803.510	102,654.175
Nurse V (20 Year Scale)	2015	Hourly	41.107	42.681	44.484	46.234	48.144	50.014	51.964
		Monthly	6,902.550	7,166.851	7,469.605	7,763.459	8,084.180	8,398.184	8,725.622
		Annual	82,830.605	86,002.215	89,635.260	93,161.510	97,010.160	100,778.210	104,707.460
Nurse Practitioner	2015	Hourly	45.930	49.300	51.328	53.352	55.538		56.649
		Monthly	7,712.413	8,278.292	8,618.827	8,958.690	9,325.756		9,512.311
		Annual	92,548.950	99,339.500	103,425.920	107,504.280	111,909.070		114,147.735
Nurse Practitioner (20 Year Scale)	2015	Hourly	46.849	50.286	52.354	54.419	56.649		
		Monthly	7,866.728	8,443.858	8,791.109	9,137.857	9,512.311		
		Annual	94,400.735	101,326.290	105,493.310	109,654.285	114,147.735		

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	2015	Hourly	31.305	32.329	33.340	34.569	35.696	36.954	38.270	39.035
		Monthly	5,256.631	5,428.578	5,598.342	5,804.711	5,993.953	6,205.193	6,426.171	6,554.627
		Annual	63,079.575	65,142.935	67,180.100	69,656.535	71,927.440	74,462.310	77,114.050	78,655.525
Weekend Worker - Nurse II	2015	Hourly	40.895	42.323	43.754	45.246	46.705	48.212		49.176
		Monthly	6,866.952	7,106.737	7,347.026	7,597.558	7,842.548	8,095.598		8,257.470
		Annual	82,403.425	85,280.845	88,164.310	91,170.690	94,110.575	97,147.180		99,089.640
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	41.713	43.169	44.630	46.151	47.639	49.176		
		Monthly	7,004.308	7,248.795	7,494.121	7,749.522	7,999.382	8,257.470		
		Annual	84,051.695	86,985.535	89,929.450	92,994.265	95,992.585	99,089.640		
Weekend Worker - Nurse III	2015	Hourly	42.450	43.881	45.375	46.834	48.188	49.664	51.187	52.211
		Monthly	7,128.063	7,368.351	7,619.219	7,864.209	8,091.568	8,339.413	8,595.150	8,767.097
		Annual	85,536.750	88,420.215	91,430.625	94,370.510	97,098.820	100,072.960	103,141.805	105,205.165
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	43.299	44.759	46.283	47.771	49.151	50.657	52.211	
		Monthly	7,270.624	7,515.782	7,771.687	8,021.547	8,253.272	8,506.155	8,767.097	
		Annual	87,247.485	90,189.385	93,260.245	96,258.565	99,039.265	102,073.855	105,205.165	
Weekend Worker - Nurse IV	2015	Hourly	43.906	45.531	47.159	48.934	50.967	52.940	55.004	56.104
		Monthly	7,372.549	7,645.414	7,918.782	8,216.834	8,558.209	8,889.508	9,236.088	9,420.797
		Annual	88,470.590	91,744.965	95,025.385	98,602.010	102,698.505	106,674.100	110,833.060	113,049.560
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	44.784	46.442	48.102	49.912	51.986	53.998	56.104	
		Monthly	7,519.980	7,798.386	8,077.128	8,381.057	8,729.316	9,067.164	9,420.797	
		Annual	90,239.760	93,580.630	96,925.530	100,572.680	104,751.790	108,805.970	113,049.560	
Weekend Worker - Nurse V	2015	Hourly	46.346	48.121	50.154	52.127	54.280	56.389	58.586	59.758
		Monthly	7,782.266	8,080.318	8,421.693	8,752.992	9,114.517	9,468.653	9,837.566	10,034.364
		Annual	93,387.190	96,963.815	101,060.310	105,035.905	109,374.200	113,623.835	118,050.790	120,412.370
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	47.273	49.083	51.157	53.169	55.366	57.516	59.758	
		Monthly	7,937.925	8,241.854	8,590.113	8,927.961	9,296.874	9,657.895	10,034.364	
		Annual	95,255.095	98,902.245	103,081.355	107,135.535	111,562.490	115,894.740	120,412.370	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	2015	Hourly	27.766	28.675	29.571	30.661	31.661	32.777	33.944	34.623
		Monthly	4,662.374	4,815.010	4,965.464	5,148.493	5,316.410	5,503.805	5,699.763	5,813.779
		Annual	55,948.490	57,780.125	59,585.565	61,781.915	63,796.915	66,045.655	68,397.160	69,765.345
Nurse II	2015	Hourly	36.272	37.538	38.808	40.132	41.425	42.762		43.617
		Monthly	6,090.673	6,303.256	6,516.510	6,738.832	6,955.948	7,180.453		7,324.021
		Annual	73,088.080	75,639.070	78,198.120	80,865.980	83,471.375	86,165.430		87,888.255
Nurse II (20 Year Scale)	2015	Hourly	36.998	38.289	39.584	40.934	42.254	43.617		
		Monthly	6,212.581	6,429.361	6,646.813	6,873.501	7,095.151	7,324.021		
		Annual	74,550.970	77,152.335	79,761.760	82,482.010	85,141.810	87,888.255		
Nurse III	2015	Hourly	37.651	38.921	40.246	41.540	42.740	44.050	45.401	46.309
		Monthly	6,322.230	6,535.485	6,757.974	6,975.258	7,176.758	7,396.729	7,623.585	7,776.053
		Annual	75,866.765	78,425.815	81,095.690	83,703.100	86,121.100	88,760.750	91,483.015	93,312.635
Nurse III (20 Year Scale)	2015	Hourly	38.404	39.699	41.051	42.370	43.595	44.931	46.309	
		Monthly	6,448.672	6,666.124	6,893.147	7,114.629	7,320.327	7,544.664	7,776.053	
		Annual	77,384.060	79,993.485	82,717.765	85,375.550	87,843.925	90,535.965	93,312.635	
Nurse IV	2015	Hourly	38.943	40.384	41.828	43.402	45.205	46.955	48.786	49.762
		Monthly	6,539.179	6,781.147	7,023.618	7,287.919	7,590.673	7,884.527	8,191.983	8,355.869
		Annual	78,470.145	81,373.760	84,283.420	87,455.030	91,088.075	94,614.325	98,303.790	100,270.430
Nurse IV (20 Year Scale)	2015	Hourly	39.721	41.192	42.665	44.270	46.109	47.894	49.762	
		Monthly	6,669.818	6,916.823	7,164.165	7,433.671	7,742.470	8,042.201	8,355.869	
		Annual	80,037.815	83,001.880	85,969.975	89,204.050	92,909.635	96,506.410	100,270.430	
Nurse V	2015	Hourly	41.107	42.681	44.484	46.234	48.144	50.014	51.964	53.003
		Monthly	6,902.550	7,166.851	7,469.605	7,763.459	8,084.180	8,398.184	8,725.622	8,900.087
		Annual	82,830.605	86,002.215	89,635.260	93,161.510	97,010.160	100,778.210	104,707.460	106,801.045
Nurse V (20 Year Scale)	2015	Hourly	41.929	43.535	45.374	47.159	49.107	51.015	53.003	
		Monthly	7,040.578	7,310.252	7,619.051	7,918.782	8,245.884	8,566.269	8,900.087	
		Annual	84,486.935	87,723.025	91,428.610	95,025.385	98,950.605	102,795.225	106,801.045	
Nurse Practitioner	2015	Hourly	46.849	50.286	52.354	54.419	56.649			57.781
		Monthly	7,866.728	8,443.858	8,791.109	9,137.857	9,512.311			9,702.393
		Annual	94,400.735	101,326.290	105,493.310	109,654.285	114,147.735			116,428.715
Nurse Practitioner (20 Year Scale)	2015	Hourly	47.786	51.292	53.401	55.508	57.781			
		Monthly	8,024.066	8,612.782	8,966.918	9,320.718	9,702.393			
		Annual	96,288.790	103,353.380	107,603.015	111,848.620	116,428.715			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	2015	Hourly	31.931	32.976	34.007	35.261	36.410	37.693	39.035	39.816
		Monthly	5,361.747	5,537.220	5,710.342	5,920.910	6,113.846	6,329.283	6,554.627	6,685.770
		Annual	64,340.965	66,446.640	68,524.105	71,050.915	73,366.150	75,951.395	78,655.525	80,229.240
Weekend Worker - Nurse II	2015	Hourly	41.713	43.169	44.630	46.151	47.639	49.176		50.160
		Monthly	7,004.308	7,248.795	7,494.121	7,749.522	7,999.382	8,257.470		8,422.700
		Annual	84,051.695	86,985.535	89,929.450	92,994.265	95,992.585	99,089.640		101,072.400
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	42.548	44.032	45.522	47.074	48.592	50.160		
		Monthly	7,144.518	7,393.707	7,643.903	7,904.509	8,159.407	8,422.700		
		Annual	85,734.220	88,724.480	91,726.830	94,854.110	97,912.880	101,072.400		
Weekend Worker - Nurse III	2015	Hourly	43.299	44.759	46.283	47.771	49.151	50.657	52.211	53.255
		Monthly	7,270.624	7,515.782	7,771.687	8,021.547	8,253.272	8,506.155	8,767.097	8,942.402
		Annual	87,247.485	90,189.385	93,260.245	96,258.565	99,039.265	102,073.855	105,205.165	107,308.825
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	44.165	45.654	47.209	48.726	50.135	51.670	53.255	
		Monthly	7,416.040	7,666.068	7,927.178	8,181.908	8,418.502	8,676.254	8,942.402	
		Annual	88,992.475	91,992.810	95,126.135	98,182.890	101,022.025	104,115.050	107,308.825	
Weekend Worker - Nurse IV	2015	Hourly	44.784	46.442	48.102	49.912	51.986	53.998	56.104	57.226
		Monthly	7,519.980	7,798.386	8,077.128	8,381.057	8,729.316	9,067.164	9,420.797	9,609.199
		Annual	90,239.760	93,580.630	96,925.530	100,572.680	104,751.790	108,805.970	113,049.560	115,310.390
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	45.680	47.371	49.064	50.911	53.026	55.078	57.226	
		Monthly	7,670.433	7,954.380	8,238.663	8,548.805	8,903.949	9,248.514	9,609.199	
		Annual	92,045.200	95,452.565	98,863.960	102,585.665	106,847.390	110,982.170	115,310.390	
Weekend Worker - Nurse V	2015	Hourly	47.273	49.083	51.157	53.169	55.366	57.516	59.758	60.953
		Monthly	7,937.925	8,241.854	8,590.113	8,927.961	9,296.874	9,657.895	10,034.364	10,235.025
		Annual	95,255.095	98,902.245	103,081.355	107,135.535	111,562.490	115,894.740	120,412.370	122,820.295
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	48.219	50.065	52.180	54.233	56.473	58.667	60.953	
		Monthly	8,096.774	8,406.748	8,761.892	9,106.625	9,482.758	9,851.167	10,235.025	
		Annual	97,161.285	100,880.975	105,142.700	109,279.495	113,793.095	118,214.005	122,820.295	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.



## 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 <sup>1</sup>
Licensed Practical Nurse	2015	Hourly	28.321	29.248	30.163	31.275	32.294	33.432	34.623	35.315
		Monthly	4,755.568	4,911.227	5,064.870	5,251.594	5,422.701	5,613.790	5,813.779	5,929.977
		Annual	57,066.815	58,934.720	60,778.445	63,019.125	65,072.410	67,365.480	69,765.345	71,159.725
Nurse II	2015	Hourly	36.998	38.289	39.584	40.934	42.254	43.617		44.490
		Monthly	6,212.581	6,429.361	6,646.813	6,873.501	7,095.151	7,324.021		7,470.613
		Annual	74,550.970	77,152.335	79,761.760	82,482.010	85,141.810	87,888.255		89,647.350
Nurse II (20 Year Scale)	2015	Hourly	37.738	39.055	40.376	41.753	43.099	44.490		
		Monthly	6,336.839	6,557.985	6,779.803	7,011.025	7,237.040	7,470.613		
		Annual	76,042.070	78,695.825	81,357.640	84,132.295	86,844.485	89,647.350		
Nurse III	2015	Hourly	38.404	39.699	41.051	42.370	43.595	44.931	46.309	47.235
		Monthly	6,448.672	6,666.124	6,893.147	7,114.629	7,320.327	7,544.664	7,776.053	7,931.544
		Annual	77,384.060	79,993.485	82,717.765	85,375.550	87,843.925	90,535.965	93,312.635	95,178.525
Nurse III (20 Year Scale)	2015	Hourly	39.172	40.493	41.872	43.218	44.467	45.829	47.235	
		Monthly	6,577.632	6,799.450	7,031.007	7,257.023	7,466.750	7,695.453	7,931.544	
		Annual	78,931.580	81,593.395	84,372.080	87,084.270	89,601.005	92,345.435	95,178.525	
Nurse IV	2015	Hourly	39.721	41.192	42.665	44.270	46.109	47.894	49.762	50.757
		Monthly	6,669.818	6,916.823	7,164.165	7,433.671	7,742.470	8,042.201	8,355.869	8,522.946
		Annual	80,037.815	83,001.880	85,969.975	89,204.050	92,909.635	96,506.410	100,270.430	102,275.355
Nurse IV (20 Year Scale)	2015	Hourly	40.516	42.016	43.518	45.155	47.032	48.852	50.757	
		Monthly	6,803.312	7,055.187	7,307.398	7,582.277	7,897.457	8,203.065	8,522.946	
		Annual	81,639.740	84,662.240	87,688.770	90,987.325	94,769.480	98,436.780	102,275.355	
Nurse V	2015	Hourly	41.929	43.535	45.374	47.159	49.107	51.015	53.003	54.063
		Monthly	7,040.578	7,310.252	7,619.051	7,918.782	8,245.884	8,566.269	8,900.087	9,078.079
		Annual	84,486.935	87,723.025	91,428.610	95,025.385	98,950.605	102,795.225	106,801.045	108,936.945
Nurse V (20 Year Scale)	2015	Hourly	42.768	44.406	46.282	48.102	50.089	52.035	54.063	
		Monthly	7,181.460	7,456.508	7,771.519	8,077.128	8,410.778	8,737.544	9,078.079	
		Annual	86,177.520	89,478.090	93,258.230	96,925.530	100,929.335	104,850.525	108,936.945	
Nurse Practitioner	2015	Hourly	47.786	51.292	53.401	55.508	57.781			58.937
		Monthly	8,024.066	8,612.782	8,966.918	9,320.718	9,702.393			9,896.505
		Annual	96,288.790	103,353.380	107,603.015	111,848.620	116,428.715			118,758.055
Nurse Practitioner (20 Year Scale)	2015	Hourly	48.741	52.318	54.469	56.618	58.937			
		Monthly	8,184.426	8,785.064	9,146.253	9,507.106	9,896.505			
		Annual	98,213.115	105,420.770	109,755.035	114,085.270	118,758.055			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	2015	Hourly	32.570	33.635	34.687	35.966	37.138	38.447	39.816	40.613
		Monthly	5,469.046	5,647.877	5,824.525	6,039.291	6,236.089	6,455.892	6,685.770	6,819.600
		Annual	65,628.550	67,774.525	69,894.305	72,471.490	74,833.070	77,470.705	80,229.240	81,835.195
Weekend Worker - Nurse II	2015	Hourly	42.548	44.032	45.522	47.074	48.592	50.160		51.163
		Monthly	7,144.518	7,393.707	7,643.903	7,904.509	8,159.407	8,422.700		8,591.120
		Annual	85,734.220	88,724.480	91,726.830	94,854.110	97,912.880	101,072.400		103,093.445
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	43.398	44.913	46.433	48.016	49.563	51.163		
		Monthly	7,287.248	7,541.641	7,796.875	8,062.687	8,322.454	8,591.120		
		Annual	87,446.970	90,499.695	93,562.495	96,752.240	99,869.445	103,093.445		
Weekend Worker - Nurse III	2015	Hourly	44.165	45.654	47.209	48.726	50.135	51.670	53.255	54.320
		Monthly	7,416.040	7,666.068	7,927.178	8,181.908	8,418.502	8,676.254	8,942.402	9,121.233
		Annual	88,992.475	91,992.810	95,126.135	98,182.890	101,022.025	104,115.050	107,308.825	109,454.800
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	45.048	46.567	48.153	49.701	51.137	52.704	54.320	
		Monthly	7,564.310	7,819.375	8,085.691	8,345.626	8,586.755	8,849.880	9,121.233	
		Annual	90,771.720	93,832.505	97,028.295	100,147.515	103,041.055	106,198.560	109,454.800	
Weekend Worker - Nurse IV	2015	Hourly	45.680	47.371	49.064	50.911	53.026	55.078	57.226	58.370
		Monthly	7,670.433	7,954.380	8,238.663	8,548.805	8,903.949	9,248.514	9,609.199	9,801.296
		Annual	92,045.200	95,452.565	98,863.960	102,585.665	106,847.390	110,982.170	115,310.390	117,615.550
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	46.593	48.318	50.046	51.929	54.086	56.180	58.370	
		Monthly	7,823.741	8,113.398	8,403.558	8,719.745	9,081.941	9,433.558	9,801.296	
		Annual	93,884.895	97,360.770	100,842.690	104,636.935	108,983.290	113,202.700	117,615.550	
Weekend Worker - Nurse V	2015	Hourly	48.219	50.065	52.180	54.233	56.473	58.667	60.953	62.172
		Monthly	8,096.774	8,406.748	8,761.892	9,106.625	9,482.758	9,851.167	10,235.025	10,439.715
		Annual	97,161.285	100,880.975	105,142.700	109,279.495	113,793.095	118,214.005	122,820.295	125,276.580
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	49.183	51.066	53.224	55.317	57.602	59.840	62.172	
		Monthly	8,258.645	8,574.833	8,937.197	9,288.646	9,672.336	10,048.133	10,439.715	
		Annual	99,103.745	102,897.990	107,246.360	111,463.755	116,068.030	120,577.600	125,276.580	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	2015	Hourly	28.605	29.541	30.464	31.587	32.617	33.767	35.668
		Monthly	4,803.256	4,960.426	5,115.413	5,303.984	5,476.938	5,670.042	5,989.252
		Annual	57,639.075	59,525.115	61,384.960	63,647.805	65,723.255	68,040.505	71,871.020
Nurse II	2015	Hourly	37.368	38.672	39.980	41.343	42.676	44.054	44.935
		Monthly	6,274.710	6,493.673	6,713.308	6,942.179	7,166.012	7,397.401	7,545.335
		Annual	75,296.520	77,924.080	80,559.700	83,306.145	85,992.140	88,768.810	90,544.025
Nurse II (20 Year Scale)	2015	Hourly	38.115	39.445	40.780	42.170	43.530	44.935	
		Monthly	6,400.144	6,623.473	6,847.642	7,081.046	7,309.413	7,545.335	
		Annual	76,801.725	79,481.675	82,171.700	84,972.550	87,712.950	90,544.025	
Nurse III	2015	Hourly	38.788	40.096	41.461	42.794	44.031	45.380	47.707
		Monthly	6,513.152	6,732.787	6,961.993	7,185.826	7,393.539	7,620.058	8,010.800
		Annual	78,157.820	80,793.440	83,543.915	86,229.910	88,722.465	91,440.700	96,129.605
Nurse III (20 Year Scale)	2015	Hourly	39.564	40.898	42.291	43.650	44.912	46.288	47.707
		Monthly	6,643.455	6,867.456	7,101.364	7,329.563	7,541.473	7,772.527	8,010.800
		Annual	79,721.460	82,409.470	85,216.365	87,954.750	90,497.680	93,270.320	96,129.605
Nurse IV	2015	Hourly	40.119	41.604	43.091	44.713	46.570	48.373	51.264
		Monthly	6,736.649	6,986.005	7,235.697	7,508.058	7,819.879	8,122.633	8,608.080
		Annual	80,839.785	83,832.060	86,828.365	90,096.695	93,838.550	97,471.595	103,296.960
Nurse IV (20 Year Scale)	2015	Hourly	40.921	42.436	43.953	45.607	47.502	49.341	51.264
		Monthly	6,871.318	7,125.712	7,380.441	7,658.175	7,976.378	8,285.176	8,608.080
		Annual	82,455.815	85,508.540	88,565.295	91,898.105	95,716.530	99,422.115	103,296.960
Nurse V	2015	Hourly	42.349	43.970	45.828	47.630	49.598	51.525	54.604
		Monthly	7,111.103	7,383.296	7,695.285	7,997.871	8,328.331	8,651.906	9,168.922
		Annual	85,333.235	88,599.550	92,343.420	95,974.450	99,939.970	103,822.875	110,027.060
Nurse V (20 Year Scale)	2015	Hourly	43.196	44.850	46.744	48.583	50.590	52.555	54.604
		Monthly	7,253.328	7,531.063	7,849.097	8,157.895	8,494.904	8,824.860	9,168.922
		Annual	87,039.940	90,372.750	94,189.160	97,894.745	101,938.850	105,898.325	110,027.060
Nurse Practitioner	2015	Hourly	48.264	51.805	53.935	56.063	58.359		59.526
		Monthly	8,104.330	8,698.923	9,056.585	9,413.912	9,799.449		9,995.408
		Annual	97,251.960	104,387.075	108,679.025	112,966.945	117,593.385		119,944.890
Nurse Practitioner (20 Year Scale)	2015	Hourly	49.229	52.841	55.014	57.184	59.526		
		Monthly	8,266.370	8,872.885	9,237.768	9,602.147	9,995.408		
		Annual	99,196.435	106,474.615	110,853.210	115,225.760	119,944.890		



Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	2015	Hourly	32.895	33.972	35.034	36.326	37.510	38.832	40.214	41.019
		Monthly	5,523.619	5,704.465	5,882.793	6,099.741	6,298.554	6,520.540	6,752.601	6,887.774
		Annual	66,283.425	68,453.580	70,593.510	73,196.890	75,582.650	78,246.480	81,031.210	82,653.285
Weekend Worker - Nurse II	2015	Hourly	42.973	44.473	45.977	47.545	49.078	50.662		51.675
		Monthly	7,215.883	7,467.758	7,720.305	7,983.598	8,241.014	8,506.994		8,677.094
		Annual	86,590.595	89,613.095	92,643.655	95,803.175	98,892.170	102,083.930		104,125.125
Weekend Worker - Nurse II (20 Year Scale)	2015	Hourly	43.832	45.362	46.897	48.496	50.059	51.675		
		Monthly	7,360.123	7,617.036	7,874.788	8,143.287	8,405.740	8,677.094		
		Annual	88,321.480	91,404.430	94,497.455	97,719.440	100,868.885	104,125.125		
Weekend Worker - Nurse III	2015	Hourly	44.606	46.111	47.681	49.213	50.636	52.187	53.788	54.863
		Monthly	7,490.091	7,742.805	8,006.435	8,263.683	8,502.628	8,763.067	9,031.902	9,212.412
		Annual	89,881.090	92,913.665	96,077.215	99,164.195	102,031.540	105,156.805	108,382.820	110,548.945
Weekend Worker - Nurse III (20 Year Scale)	2015	Hourly	45.498	47.033	48.634	50.198	51.649	53.231	54.863	
		Monthly	7,639.873	7,897.625	8,166.459	8,429.081	8,672.728	8,938.372	9,212.412	
		Annual	91,678.470	94,771.495	97,997.510	101,148.970	104,072.735	107,260.465	110,548.945	
Weekend Worker - Nurse IV	2015	Hourly	46.136	47.844	49.555	51.420	53.556	55.629	57.798	58.954
		Monthly	7,747.003	8,033.805	8,321.110	8,634.275	8,992.945	9,341.036	9,705.248	9,899.359
		Annual	92,964.040	96,405.660	99,853.325	103,611.300	107,915.340	112,092.435	116,462.970	118,792.310
Weekend Worker - Nurse IV (20 Year Scale)	2015	Hourly	47.059	48.801	50.546	52.448	54.627	56.742	58.954	
		Monthly	7,901.990	8,194.501	8,487.516	8,806.893	9,172.784	9,527.928	9,899.359	
		Annual	94,823.885	98,334.015	101,850.190	105,682.720	110,073.405	114,335.130	118,792.310	
Weekend Worker - Nurse V	2015	Hourly	48.701	50.566	52.702	54.775	57.038	59.253	61.563	62.794
		Monthly	8,177.710	8,490.874	8,849.544	9,197.635	9,577.631	9,949.566	10,337.454	10,544.159
		Annual	98,132.515	101,890.490	106,194.530	110,371.625	114,931.570	119,394.795	124,049.445	126,529.910
Weekend Worker - Nurse V (20 Year Scale)	2015	Hourly	49.675	51.577	53.756	55.870	58.178	60.438	62.794	
		Monthly	8,341.260	8,660.638	9,026.528	9,381.504	9,769.056	10,148.548	10,544.159	
		Annual	100,095.125	103,927.655	108,318.340	112,578.050	117,228.670	121,782.570	126,529.910	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

## Applicable for Community Health Nurses

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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	28.219	29.141	30.053	31.160	32.176	33.310	35.186
		Monthly	4,432.664	4,577.576	4,720.809	4,894.771	5,054.292	5,232.451	5,527.145
		Annual	53,191.970	54,930.915	56,649.710	58,737.250	60,651.500	62,789.415	66,325.740
Foot Care Nurse	1885	Hourly	28.219	29.141	30.053	31.160	32.176	33.310	35.186
		Monthly	4,432.664	4,577.576	4,720.809	4,894.771	5,054.292	5,232.451	5,527.145
		Annual	53,191.970	54,930.915	56,649.710	58,737.250	60,651.500	62,789.415	66,325.740
Nurse II	1885	Hourly	36.863	38.149	39.439	40.784	42.099	43.458	44.328
		Monthly	5,790.606	5,992.610	6,195.285	6,406.525	6,613.062	6,826.484	6,963.168
		Annual	69,487.275	71,911.320	74,343.425	76,878.295	79,356.745	81,917.810	83,558.020
Nurse II (20 year scale)	1885	Hourly	37.600	38.912	40.228	41.601	42.941	44.328	
		Monthly	5,906.301	6,112.503	6,319.208	6,534.813	6,745.380	6,963.168	
		Annual	70,875.610	73,350.030	75,830.495	78,417.755	80,944.565	83,558.020	
Nurse III	1885	Hourly	38.264	39.554	40.901	42.216	43.436	44.767	47.062
		Monthly	6,010.577	6,213.253	6,424.828	6,631.365	6,823.126	7,032.182	7,392.699
		Annual	72,126.925	74,559.030	77,097.930	79,576.380	81,877.510	84,386.185	88,712.390
Nurse III (20 Year Scale)	1885	Hourly	39.029	40.346	41.720	43.060	44.304	45.662	47.062
		Monthly	6,130.805	6,337.679	6,553.452	6,764.019	6,959.474	7,172.728	7,392.699
		Annual	73,569.665	76,052.145	78,641.420	81,168.230	83,513.690	86,072.740	88,712.390
Nurse IV	1885	Hourly	39.576	41.042	42.508	44.109	45.941	47.720	50.572
		Monthly	6,216.779	6,446.993	6,677.374	6,928.745	7,216.555	7,495.968	7,943.970
		Annual	74,601.345	77,363.910	80,128.490	83,144.945	86,598.655	89,951.615	95,327.635
Nurse IV (20 year scale)	1885	Hourly	40.368	41.863	43.359	44.991	46.860	48.673	50.572
		Monthly	6,341.205	6,575.953	6,811.036	7,067.277	7,360.963	7,645.750	7,943.970
		Annual	76,094.460	78,911.430	81,732.430	84,807.320	88,331.555	91,748.995	95,327.635
Nurse V	1885	Hourly	41.776	43.375	45.209	46.986	48.928	50.828	53.865
		Monthly	6,562.351	6,813.555	7,101.532	7,380.777	7,685.714	7,984.270	8,461.321
		Annual	78,748.215	81,762.655	85,218.380	88,569.325	92,228.565	95,811.235	101,535.850
Nurse V (20 year scale)	1885	Hourly	42.612	44.243	46.113	47.926	49.906	51.845	53.865
		Monthly	6,693.662	6,949.903	7,243.589	7,528.376	7,839.358	8,143.958	8,461.321
		Annual	80,323.945	83,398.835	86,923.070	90,340.510	94,072.290	97,727.500	101,535.850
Nurse Practitioner	1885	Hourly	47.612	51.105	53.207	55.305	57.570		58.721
		Monthly	7,479.008	8,027.760	8,357.884	8,687.505	9,043.320		9,224.166
		Annual	89,748.100	96,333.120	100,294.610	104,250.055	108,519.840		110,689.995
Nurse Practitioner (20 year scale)	1885	Hourly	48.563	52.127	54.270	56.411	58.721		
		Monthly	7,628.454	8,188.288	8,524.961	8,861.298	9,224.166		
		Annual	91,541.450	98,259.460	102,299.535	106,335.580	110,689.995		

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	32.451	33.513	34.561	35.835	37.002	38.306	39.670	40.465
		Monthly	5,097.446	5,264.355	5,428.914	5,629.070	5,812.435	6,017.294	6,231.555	6,356.318
		Annual	61,169.355	63,172.265	65,146.965	67,548.845	69,749.225	72,207.525	74,778.665	76,275.810
Weekend Worker - Foot Care Nurse	1885	Hourly	32.451	33.513	34.561	35.835	37.002	38.306	39.670	40.465
		Monthly	5,097.446	5,264.355	5,428.914	5,629.070	5,812.435	6,017.294	6,231.555	6,356.318
		Annual	61,169.355	63,172.265	65,146.965	67,548.845	69,749.225	72,207.525	74,778.665	76,275.810
Weekend Worker - Nurse II	1885	Hourly	42.392	43.871	45.356	46.902	48.415	49.977		50.977
		Monthly	6,659.071	6,891.468	7,124.704	7,367.512	7,605.114	7,850.608		8,007.610
		Annual	79,908.855	82,697.615	85,496.450	88,410.140	91,261.365	94,207.295		96,091.320
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	43.240	44.749	46.263	47.840	49.383	50.977		
		Monthly	6,792.229	7,029.328	7,267.098	7,514.943	7,757.246	8,007.610		
		Annual	81,506.750	84,351.930	87,205.170	90,179.310	93,086.955	96,091.320		
Weekend Worker - Nurse III	1885	Hourly	44.003	45.488	47.037	48.548	49.952	51.481	53.060	54.122
		Monthly	6,912.122	7,145.358	7,388.669	7,626.103	7,846.578	8,086.867	8,334.880	8,501.621
		Annual	82,945.460	85,744.295	88,664.030	91,513.240	94,158.935	97,042.400	100,018.555	102,019.450
Weekend Worker - Nurse III (20 Year Scale)	1885	Hourly	44.884	46.397	47.977	49.519	50.950	52.512	54.122	
		Monthly	7,050.485	7,288.255	7,536.436	7,778.572	8,003.412	8,248.738	8,501.621	
		Annual	84,605.820	87,459.060	90,437.230	93,342.860	96,040.945	98,984.860	102,019.450	
Weekend Worker - Nurse IV	1885	Hourly	45.513	47.198	48.885	50.725	52.833	54.877	57.016	58.157
		Monthly	7,149.388	7,414.025	7,678.997	7,967.982	8,299.113	8,620.338	8,956.339	9,135.506
		Annual	85,792.655	88,968.295	92,147.965	95,615.780	99,589.360	103,444.055	107,476.070	109,626.075
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	46.423	48.142	49.863	51.739	53.889	55.975	58.157	
		Monthly	7,292.285	7,562.295	7,832.641	8,127.335	8,465.015	8,792.788	9,135.506	
		Annual	87,507.420	90,747.540	93,991.690	97,528.015	101,580.180	105,513.460	109,626.075	
Weekend Worker - Nurse V	1885	Hourly	48.043	49.882	51.990	54.035	56.267	58.452	60.731	61.945
		Monthly	7,546.679	7,835.663	8,166.795	8,488.020	8,838.630	9,181.851	9,539.850	9,730.603
		Annual	90,560.145	94,027.960	98,001.540	101,856.235	106,063.555	110,182.215	114,478.195	116,767.235
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	49.004	50.880	53.029	55.116	57.392	59.622	61.945	
		Monthly	7,697.636	7,992.330	8,330.010	8,657.783	9,015.278	9,365.552	9,730.603	
		Annual	92,371.630	95,907.955	99,960.120	103,893.400	108,183.335	112,386.625	116,767.235	

<sup>1</sup> Eligibility for the 20 Year Increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	28.783	29.725	30.654	31.784	32.819	33.976	35.186	35.891
		Monthly	4,521.324	4,669.259	4,815.178	4,992.666	5,155.378	5,337.063	5,527.145	5,637.802
		Annual	54,255.890	56,031.105	57,782.140	59,911.995	61,864.530	64,044.760	66,325.740	67,653.625
Foot Care Nurse	1885	Hourly	28.783	29.725	30.654	31.784	32.819	33.976	35.186	35.891
		Monthly	4,521.324	4,669.259	4,815.178	4,992.666	5,155.378	5,337.063	5,527.145	5,637.802
		Annual	54,255.890	56,031.105	57,782.140	59,911.995	61,864.530	64,044.760	66,325.740	67,653.625
Nurse II	1885	Hourly	37.600	38.912	40.228	41.601	42.941	44.328		45.214
		Monthly	5,906.301	6,112.503	6,319.208	6,534.813	6,745.380	6,963.168		7,102.371
		Annual	70,875.610	73,350.030	75,830.495	78,417.755	80,944.565	83,558.020		85,228.455
Nurse II (20 year scale)	1885	Hourly	38.352	39.691	41.033	42.433	43.800	45.214		
		Monthly	6,024.514	6,234.746	6,445.649	6,665.452	6,880.218	7,102.371		
		Annual	72,294.170	74,816.950	77,347.790	79,985.425	82,562.610	85,228.455		
Nurse III	1885	Hourly	39.029	40.346	41.720	43.060	44.304	45.662	47.062	48.004
		Monthly	6,130.805	6,337.679	6,553.452	6,764.019	6,959.474	7,172.728	7,392.699	7,540.634
		Annual	73,569.665	76,052.145	78,641.420	81,168.230	83,513.690	86,072.740	88,712.390	90,487.605
Nurse III (20 Year Scale)	1885	Hourly	39.809	41.152	42.553	43.922	45.191	46.576	48.004	
		Monthly	6,253.385	6,464.288	6,684.427	6,899.360	7,098.677	7,316.297	7,540.634	
		Annual	75,040.615	77,571.455	80,213.120	82,792.320	85,184.125	87,795.565	90,487.605	
Nurse IV	1885	Hourly	40.368	41.863	43.359	44.991	46.860	48.673	50.572	51.583
		Monthly	6,341.205	6,575.953	6,811.036	7,067.277	7,360.963	7,645.750	7,943.970	8,102.819
		Annual	76,094.460	78,911.430	81,732.430	84,807.320	88,331.555	91,748.995	95,327.635	97,233.825
Nurse IV (20 year scale)	1885	Hourly	41.175	42.700	44.226	45.891	47.797	49.647	51.583	
		Monthly	6,467.982	6,707.431	6,947.216	7,208.663	7,508.058	7,798.722	8,102.819	
		Annual	77,615.785	80,489.175	83,366.595	86,503.950	90,096.695	93,584.660	97,233.825	
Nurse V	1885	Hourly	42.612	44.243	46.113	47.926	49.906	51.845	53.865	54.943
		Monthly	6,693.662	6,949.903	7,243.589	7,528.376	7,839.358	8,143.958	8,461.321	8,630.581
		Annual	80,323.945	83,398.835	86,923.070	90,340.510	94,072.290	97,727.500	101,535.850	103,566.970
Nurse V (20 year scale)	1885	Hourly	43.464	45.129	47.034	48.885	50.904	52.882	54.943	
		Monthly	6,827.492	7,088.938	7,388.333	7,678.997	7,996.192	8,306.838	8,630.581	
		Annual	81,929.900	85,067.255	88,660.000	92,147.965	95,954.300	99,682.050	103,566.970	
Nurse Practitioner	1885	Hourly	48.563	52.127	54.270	56.411	58.721			59.896
		Monthly	7,628.454	8,188.288	8,524.961	8,861.298	9,224.166			9,408.707
		Annual	91,541.450	98,259.460	102,299.535	106,335.580	110,689.995			112,904.480
Nurse Practitioner (20 year scale)	1885	Hourly	49.535	53.169	55.355	57.539	59.896			
		Monthly	7,781.090	8,352.007	8,695.397	9,038.450	9,408.707			
		Annual	93,373.085	100,224.085	104,344.760	108,461.405	112,904.480			



Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	33.099	34.183	35.251	36.551	37.743	39.073	40.465	41.274
		Monthly	5,199.372	5,369.639	5,537.388	5,741.575	5,928.802	6,137.690	6,356.318	6,483.430
		Annual	62,392.460	64,435.670	66,448.655	68,898.895	71,145.620	73,652.280	76,275.810	77,801.165
Weekend Worker - Foot Care Nurse	1885	Hourly	33.099	34.183	35.251	36.551	37.743	39.073	40.465	41.274
		Monthly	5,199.372	5,369.639	5,537.388	5,741.575	5,928.802	6,137.690	6,356.318	6,483.430
		Annual	62,392.460	64,435.670	66,448.655	68,898.895	71,145.620	73,652.280	76,275.810	77,801.165
Weekend Worker - Nurse II	1885	Hourly	43.240	44.749	46.263	47.840	49.383	50.977		51.996
		Monthly	6,792.229	7,029.328	7,267.098	7,514.943	7,757.246	8,007.610		8,167.635
		Annual	81,506.750	84,351.930	87,205.170	90,179.310	93,086.955	96,091.320		98,011.615
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	44.104	45.644	47.188	48.797	50.371	51.996		
		Monthly	6,928.074	7,169.874	7,412.513	7,665.228	7,912.401	8,167.635		
		Annual	83,136.885	86,038.485	88,950.160	91,982.735	94,948.815	98,011.615		
Weekend Worker - Nurse III	1885	Hourly	44.884	46.397	47.977	49.519	50.950	52.512	54.122	55.205
		Monthly	7,050.485	7,288.255	7,536.436	7,778.572	8,003.412	8,248.738	8,501.621	8,671.720
		Annual	84,605.820	87,459.060	90,437.230	93,342.860	96,040.945	98,984.860	102,019.450	104,060.645
Weekend Worker - Nurse III (20 Year Scale)	1885	Hourly	45.781	47.325	48.936	50.510	51.970	53.562	55.205	
		Monthly	7,191.367	7,434.007	7,687.057	7,934.230	8,163.605	8,413.633	8,671.720	
		Annual	86,296.405	89,208.080	92,244.685	95,210.765	97,963.255	100,963.590	104,060.645	
Weekend Worker - Nurse IV	1885	Hourly	46.423	48.142	49.863	51.739	53.889	55.975	58.157	59.320
		Monthly	7,292.285	7,562.295	7,832.641	8,127.335	8,465.015	8,792.788	9,135.506	9,318.200
		Annual	87,507.420	90,747.540	93,991.690	97,528.015	101,580.180	105,513.460	109,626.075	111,818.395
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	47.352	49.105	50.860	52.774	54.966	57.095	59.320	
		Monthly	7,438.205	7,713.588	7,989.307	8,289.878	8,634.275	8,968.597	9,318.200	
		Annual	89,258.455	92,563.055	95,871.685	99,478.535	103,611.300	107,623.165	111,818.395	
Weekend Worker - Nurse V	1885	Hourly	49.004	50.880	53.029	55.116	57.392	59.622	61.945	63.184
		Monthly	7,697.636	7,992.330	8,330.010	8,657.783	9,015.278	9,365.552	9,730.603	9,925.218
		Annual	92,371.630	95,907.955	99,960.120	103,893.400	108,183.335	112,386.625	116,767.235	119,102.620
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	49.984	51.897	54.090	56.218	58.540	60.815	63.184	
		Monthly	7,851.615	8,152.186	8,496.583	8,830.905	9,195.620	9,552.947	9,925.218	
		Annual	94,219.385	97,826.235	101,959.000	105,970.865	110,347.445	114,635.365	119,102.620	

<sup>1</sup> Eligibility for the 20 Year increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	29.099	30.051	30.990	32.133	33.181	34.350	35.573	36.285
		Monthly	4,571.028	4,720.473	4,868.072	5,047.575	5,212.133	5,395.834	5,587.931	5,699.763
		Annual	54,852.330	56,645.680	58,416.865	60,570.900	62,545.600	64,750.010	67,055.170	68,397.160
Foot Care Nurse	1885	Hourly	29.099	30.051	30.990	32.133	33.181	34.350	35.573	36.285
		Monthly	4,571.028	4,720.473	4,868.072	5,047.575	5,212.133	5,395.834	5,587.931	5,699.763
		Annual	54,852.330	56,645.680	58,416.865	60,570.900	62,545.600	64,750.010	67,055.170	68,397.160
Nurse II	1885	Hourly	38.013	39.340	40.671	42.058	43.414	44.815		45.711
		Monthly	5,971.285	6,179.669	6,388.725	6,606.681	6,819.600	7,039.738		7,180.453
		Annual	71,655.415	74,156.030	76,664.705	79,280.175	81,835.195	84,476.860		86,165.430
Nurse II (20 year scale)	1885	Hourly	38.774	40.127	41.484	42.900	44.282	45.711		
		Monthly	6,090.673	6,303.256	6,516.510	6,738.832	6,955.948	7,180.453		
		Annual	73,088.080	75,639.070	78,198.120	80,865.980	83,471.375	86,165.430		
Nurse III	1885	Hourly	39.459	40.790	42.178	43.534	44.792	46.164	47.581	48.532
		Monthly	6,198.308	6,407.364	6,625.488	6,838.406	7,036.044	7,251.649	7,474.139	7,623.585
		Annual	74,379.695	76,888.370	79,505.855	82,060.875	84,432.530	87,019.790	89,689.665	91,483.015
Nurse III (20 Year Scale)	1885	Hourly	40.248	41.605	43.022	44.405	45.688	47.088	48.532	
		Monthly	6,322.230	6,535.485	6,757.974	6,975.258	7,176.758	7,396.729	7,623.585	
		Annual	75,866.765	78,425.815	81,095.690	83,703.100	86,121.100	88,760.750	91,483.015	
Nurse IV	1885	Hourly	40.812	42.322	43.836	45.486	47.375	49.209	51.128	52.151
		Monthly	6,410.890	6,648.157	6,885.927	7,145.022	7,441.899	7,729.876	8,031.286	8,191.983
		Annual	76,930.685	79,777.880	82,631.120	85,740.265	89,302.785	92,758.510	96,375.435	98,303.790
Nurse IV (20 year scale)	1885	Hourly	41.629	43.169	44.713	46.395	48.323	50.193	52.151	
		Monthly	6,539.179	6,781.147	7,023.618	7,287.919	7,590.673	7,884.527	8,191.983	
		Annual	78,470.145	81,373.760	84,283.420	87,455.030	91,088.075	94,614.325	98,303.790	
Nurse V	1885	Hourly	43.080	44.730	46.620	48.454	50.455	52.416	54.458	55.548
		Monthly	6,767.210	7,026.305	7,323.182	7,611.327	7,925.667	8,233.626	8,554.515	8,725.622
		Annual	81,206.515	84,315.660	87,878.180	91,335.920	95,108.000	98,803.510	102,654.175	104,707.460
Nurse V (20 year scale)	1885	Hourly	43.942	45.625	47.552	49.423	51.464	53.463	55.548	
		Monthly	6,902.550	7,166.851	7,469.605	7,763.459	8,084.180	8,398.184	8,725.622	
		Annual	82,830.605	86,002.215	89,635.260	93,161.510	97,010.160	100,778.210	104,707.460	
Nurse Practitioner	1885	Hourly	49.098	52.700	54.868	57.031	59.368			60.556
		Monthly	7,712.413	8,278.292	8,618.827	8,958.690	9,325.756			9,512.311
		Annual	92,548.950	99,339.500	103,425.920	107,504.280	111,909.070			114,147.735
Nurse Practitioner (20 year scale)	1885	Hourly	50.080	53.754	55.965	58.172	60.556			
		Monthly	7,866.728	8,443.858	8,791.109	9,137.857	9,512.311			
		Annual	94,400.735	101,326.290	105,493.310	109,654.285	114,147.735			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	33.464	34.559	35.639	36.953	38.158	39.503	40.909	41.727
		Monthly	5,256.631	5,428.578	5,598.342	5,804.711	5,993.953	6,205.193	6,426.171	6,554.627
		Annual	63,079.575	65,142.935	67,180.100	69,656.535	71,927.440	74,462.310	77,114.050	78,655.525
Weekend Worker - Foot Care Nurse	1885	Hourly	33.464	34.559	35.639	36.953	38.158	39.503	40.909	41.727
		Monthly	5,256.631	5,428.578	5,598.342	5,804.711	5,993.953	6,205.193	6,426.171	6,554.627
		Annual	63,079.575	65,142.935	67,180.100	69,656.535	71,927.440	74,462.310	77,114.050	78,655.525
Weekend Worker - Nurse II	1885	Hourly	43.715	45.242	46.772	48.366	49.926	51.537		52.567
		Monthly	6,866.952	7,106.737	7,347.026	7,597.558	7,842.548	8,095.598		8,257.470
		Annual	82,403.425	85,280.845	88,164.310	91,170.690	94,110.575	97,147.180		99,089.640
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	44.590	46.146	47.708	49.334	50.924	52.567		
		Monthly	7,004.308	7,248.795	7,494.121	7,749.522	7,999.382	8,257.470		
		Annual	84,051.695	86,985.535	89,929.450	92,994.265	95,992.585	99,089.640		
Weekend Worker - Nurse III	1885	Hourly	45.378	46.907	48.504	50.064	51.511	53.089	54.717	55.812
		Monthly	7,128.063	7,368.351	7,619.219	7,864.209	8,091.568	8,339.413	8,595.150	8,767.097
		Annual	85,536.750	88,420.215	91,430.625	94,370.510	97,098.820	100,072.960	103,141.805	105,205.165
Weekend Worker - Nurse III (20 Year Scale)	1885	Hourly	46.285	47.846	49.475	51.066	52.541	54.151	55.812	
		Monthly	7,270.624	7,515.782	7,771.687	8,021.547	8,253.272	8,506.155	8,767.097	
		Annual	87,247.485	90,189.385	93,260.245	96,258.565	99,039.265	102,073.855	105,205.165	
Weekend Worker - Nurse IV	1885	Hourly	46.934	48.671	50.411	52.309	54.482	56.591	58.797	59.973
		Monthly	7,372.549	7,645.414	7,918.782	8,216.834	8,558.209	8,889.508	9,236.088	9,420.797
		Annual	88,470.590	91,744.965	95,025.385	98,602.010	102,698.505	106,674.100	110,833.060	113,049.560
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	47.873	49.645	51.419	53.354	55.571	57.722	59.973	
		Monthly	7,519.980	7,798.386	8,077.128	8,381.057	8,729.316	9,067.164	9,420.797	
		Annual	90,239.760	93,580.630	96,925.530	100,572.680	104,751.790	108,805.970	113,049.560	
Weekend Worker - Nurse V	1885	Hourly	49.542	51.440	53.613	55.722	58.023	60.278	62.626	63.879
		Monthly	7,782.266	8,080.318	8,421.693	8,752.992	9,114.517	9,468.653	9,837.566	10,034.364
		Annual	93,387.190	96,963.815	101,060.310	105,035.905	109,374.200	113,623.835	118,050.790	120,412.370
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	50.533	52.468	54.685	56.836	59.184	61.483	63.879	
		Monthly	7,937.925	8,241.854	8,590.113	8,927.961	9,296.874	9,657.895	10,034.364	
		Annual	95,255.095	98,902.245	103,081.355	107,135.535	111,562.490	115,894.740	120,412.370	

<sup>1</sup> Eligibility for the 20 Year Increment is determined in accordance with Article 2105.



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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	29.681	30.653	31.610	32.776	33.845	35.037	36.285	37.011
		Monthly	4,662.374	4,815.010	4,965.464	5,148.493	5,316.410	5,503.805	5,699.763	5,813.779
		Annual	55,948.490	57,780.125	59,585.565	61,781.915	63,796.915	66,045.655	68,397.160	69,765.345
Foot Care Nurse	1885	Hourly	29.681	30.653	31.610	32.776	33.845	35.037	36.285	37.011
		Monthly	4,662.374	4,815.010	4,965.464	5,148.493	5,316.410	5,503.805	5,699.763	5,813.779
		Annual	55,948.490	57,780.125	59,585.565	61,781.915	63,796.915	66,045.655	68,397.160	69,765.345
Nurse II	1885	Hourly	38.774	40.127	41.484	42.900	44.282	45.711		46.625
		Monthly	6,090.673	6,303.256	6,516.510	6,738.832	6,955.948	7,180.453		7,324.021
		Annual	73,088.080	75,639.070	78,198.120	80,865.980	83,471.375	86,165.430		87,888.255
Nurse II (20 year scale)	1885	Hourly	39.550	40.930	42.314	43.757	45.168	46.625		
		Monthly	6,212.581	6,429.361	6,646.813	6,873.501	7,095.151	7,324.021		
		Annual	74,550.970	77,152.335	79,761.760	82,482.010	85,141.810	87,888.255		
Nurse III	1885	Hourly	40.248	41.605	43.022	44.405	45.688	47.088	48.532	49.503
		Monthly	6,322.230	6,535.485	6,757.974	6,975.258	7,176.758	7,396.729	7,623.585	7,776.053
		Annual	75,866.765	78,425.815	81,095.690	83,703.100	86,121.100	88,760.750	91,483.015	93,312.635
Nurse III (20 Year Scale)	1885	Hourly	41.053	42.437	43.882	45.292	46.602	48.030	49.503	
		Monthly	6,448.672	6,666.124	6,893.147	7,114.629	7,320.327	7,544.664	7,776.053	
		Annual	77,384.060	79,993.485	82,717.765	85,375.550	87,843.925	90,535.965	93,312.635	
Nurse IV	1885	Hourly	41.629	43.169	44.713	46.395	48.323	50.193	52.151	53.194
		Monthly	6,539.179	6,781.147	7,023.618	7,287.919	7,590.673	7,884.527	8,191.983	8,355.869
		Annual	78,470.145	81,373.760	84,283.420	87,455.030	91,088.075	94,614.325	98,303.790	100,270.430
Nurse IV (20 year scale)	1885	Hourly	42.460	44.033	45.607	47.323	49.289	51.197	53.194	
		Monthly	6,669.818	6,916.823	7,164.165	7,433.671	7,742.470	8,042.201	8,355.869	
		Annual	80,037.815	83,001.880	85,969.975	89,204.050	92,909.635	96,506.410	100,270.430	
Nurse V	1885	Hourly	43.942	45.625	47.552	49.423	51.464	53.463	55.548	56.658
		Monthly	6,902.550	7,166.851	7,469.605	7,763.459	8,084.180	8,398.184	8,725.622	8,900.087
		Annual	82,830.605	86,002.215	89,635.260	93,161.510	97,010.160	100,778.210	104,707.460	106,801.045
Nurse V (20 year scale)	1885	Hourly	44.821	46.537	48.503	50.411	52.494	54.533	56.658	
		Monthly	7,040.578	7,310.252	7,619.051	7,918.782	8,245.884	8,566.269	8,900.087	
		Annual	84,486.935	87,723.025	91,428.610	95,025.385	98,950.605	102,795.225	106,801.045	
Nurse Practitioner	1885	Hourly	50.080	53.754	55.965	58.172	60.556			61.766
		Monthly	7,866.728	8,443.858	8,791.109	9,137.857	9,512.311			9,702.393
		Annual	94,400.735	101,326.290	105,493.310	109,654.285	114,147.735			116,428.715
Nurse Practitioner (20 year scale)	1885	Hourly	51.082	54.829	57.084	59.336	61.766			
		Monthly	8,024.066	8,612.782	8,966.918	9,320.718	9,702.393			
		Annual	96,288.790	103,353.380	107,603.015	111,848.620	116,428.715			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	34.133	35.250	36.352	37.693	38.921	40.293	41.727	42.562
		Monthly	5,361.747	5,537.220	5,710.342	5,920.910	6,113.846	6,329.283	6,554.627	6,685.770
		Annual	64,340.965	66,446.640	68,524.105	71,050.915	73,366.150	75,951.395	78,655.525	80,229.240
Weekend Worker - Foot Care Nurse	1885	Hourly	34.133	35.250	36.352	37.693	38.921	40.293	41.727	42.562
		Monthly	5,361.747	5,537.220	5,710.342	5,920.910	6,113.846	6,329.283	6,554.627	6,685.770
		Annual	64,340.965	66,446.640	68,524.105	71,050.915	73,366.150	75,951.395	78,655.525	80,229.240
Weekend Worker - Nurse II	1885	Hourly	44.590	46.146	47.708	49.334	50.924	52.567		53.619
		Monthly	7,004.308	7,248.795	7,494.121	7,749.522	7,999.382	8,257.470		8,422.700
		Annual	84,051.695	86,985.535	89,929.450	92,994.265	95,992.585	99,089.640		101,072.400
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	45.482	47.069	48.661	50.320	51.943	53.619		
		Monthly	7,144.518	7,393.707	7,643.903	7,904.509	8,159.407	8,422.700		
		Annual	85,734.220	88,724.480	91,726.830	94,854.110	97,912.880	101,072.400		
Weekend Worker - Nurse III	1885	Hourly	46.285	47.846	49.475	51.066	52.541	54.151	55.812	56.928
		Monthly	7,270.624	7,515.782	7,771.687	8,021.547	8,253.272	8,506.155	8,767.097	8,942.402
		Annual	87,247.485	90,189.385	93,260.245	96,258.565	99,039.265	102,073.855	105,205.165	107,308.825
Weekend Worker - Nurse III (20 Year Scale)	1885	Hourly	47.211	48.803	50.465	52.086	53.593	55.233	56.928	
		Monthly	7,416.040	7,666.068	7,927.178	8,181.908	8,418.502	8,676.254	8,942.402	
		Annual	88,992.475	91,992.810	95,126.135	98,182.890	101,022.025	104,115.050	107,308.825	
Weekend Worker - Nurse IV	1885	Hourly	47.873	49.645	51.419	53.354	55.571	57.722	59.973	61.173
		Monthly	7,519.980	7,798.386	8,077.128	8,381.057	8,729.316	9,067.164	9,420.797	9,609.199
		Annual	90,239.760	93,580.630	96,925.530	100,572.680	104,751.790	108,805.970	113,049.560	115,310.390
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	48.830	50.638	52.448	54.422	56.683	58.876	61.173	
		Monthly	7,670.433	7,954.380	8,238.663	8,548.805	8,903.949	9,248.514	9,609.199	
		Annual	92,045.200	95,452.565	98,863.960	102,585.665	106,847.390	110,982.170	115,310.390	
Weekend Worker - Nurse V	1885	Hourly	50.533	52.468	54.685	56.836	59.184	61.483	63.879	65.157
		Monthly	7,937.925	8,241.854	8,590.113	8,927.961	9,296.874	9,657.895	10,034.364	10,235.025
		Annual	95,255.095	98,902.245	103,081.355	107,135.535	111,562.490	115,894.740	120,412.370	122,820.295
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	51.544	53.518	55.779	57.973	60.368	62.713	65.157	
		Monthly	8,096.774	8,406.748	8,761.892	9,106.625	9,482.758	9,851.167	10,235.025	
		Annual	97,161.285	100,880.975	105,142.700	109,279.495	113,793.095	118,214.005	122,820.295	

<sup>1</sup> Eligibility for the 20 Year Increment is determined in accordance with Article 2105.

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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	30.274	31.265	32.243	33.432	34.521	35.738	37.011	37.751
		Monthly	4,755.568	4,911.227	5,064.870	5,251.594	5,422.701	5,613.790	5,813.779	5,929.977
		Annual	57,066.815	58,934.720	60,778.445	63,019.125	65,072.410	67,365.480	69,765.345	71,159.725
Foot Care Nurse	1885	Hourly	30.274	31.265	32.243	33.432	34.521	35.738	37.011	37.751
		Monthly	4,755.568	4,911.227	5,064.870	5,251.594	5,422.701	5,613.790	5,813.779	5,929.977
		Annual	57,066.815	58,934.720	60,778.445	63,019.125	65,072.410	67,365.480	69,765.345	71,159.725
Nurse II	1885	Hourly	39.550	40.930	42.314	43.757	45.168	46.625		47.558
		Monthly	6,212.581	6,429.361	6,646.813	6,873.501	7,095.151	7,324.021		7,470.613
		Annual	74,550.970	77,152.335	79,761.760	82,482.010	85,141.810	87,888.255		89,647.350
Nurse II (20 year scale)	1885	Hourly	40.341	41.748	43.161	44.633	46.071	47.558		
		Monthly	6,336.839	6,557.985	6,779.803	7,011.025	7,237.040	7,470.613		
		Annual	76,042.070	78,695.825	81,357.640	84,132.295	86,844.485	89,647.350		
Nurse III	1885	Hourly	41.053	42.437	43.882	45.292	46.602	48.030	49.503	50.493
		Monthly	6,448.672	6,666.124	6,893.147	7,114.629	7,320.327	7,544.664	7,776.053	7,931.544
		Annual	77,384.060	79,993.485	82,717.765	85,375.550	87,843.925	90,535.965	93,312.635	95,178.525
Nurse III (20 Year Scale)	1885	Hourly	41.874	43.286	44.760	46.199	47.534	48.990	50.493	
		Monthly	6,577.632	6,799.450	7,031.007	7,257.023	7,466.750	7,695.453	7,931.544	
		Annual	78,931.580	81,593.395	84,372.080	87,084.270	89,601.005	92,345.435	95,178.525	
Nurse IV	1885	Hourly	42.460	44.033	45.607	47.323	49.289	51.197	53.194	54.257
		Monthly	6,669.818	6,916.823	7,164.165	7,433.671	7,742.470	8,042.201	8,355.869	8,522.946
		Annual	80,037.815	83,001.880	85,969.975	89,204.050	92,909.635	96,506.410	100,270.430	102,275.355
Nurse IV (20 year scale)	1885	Hourly	43.310	44.914	46.519	48.269	50.276	52.221	54.257	
		Monthly	6,803.312	7,055.187	7,307.398	7,582.277	7,897.457	8,203.065	8,522.946	
		Annual	81,639.740	84,662.240	87,688.770	90,987.325	94,769.480	98,436.780	102,275.355	
Nurse V	1885	Hourly	44.821	46.537	48.503	50.411	52.494	54.533	56.658	57.791
		Monthly	7,040.578	7,310.252	7,619.051	7,918.782	8,245.884	8,566.269	8,900.087	9,078.079
		Annual	84,486.935	87,723.025	91,428.610	95,025.385	98,950.605	102,795.225	106,801.045	108,936.945
Nurse V (20 year scale)	1885	Hourly	45.718	47.468	49.474	51.419	53.543	55.624	57.791	
		Monthly	7,181.460	7,456.508	7,771.519	8,077.128	8,410.778	8,737.544	9,078.079	
		Annual	86,177.520	89,478.090	93,258.230	96,925.530	100,929.335	104,850.525	108,936.945	
Nurse Practitioner	1885	Hourly	51.082	54.829	57.084	59.336	61.766			63.002
		Monthly	8,024.066	8,612.782	8,966.918	9,320.718	9,702.393			9,896.505
		Annual	96,288.790	103,353.380	107,603.015	111,848.620	116,428.715			118,758.055
Nurse Practitioner (20 year scale)	1885	Hourly	52.102	55.926	58.225	60.523	63.002			
		Monthly	8,184.426	8,785.064	9,146.253	9,507.106	9,896.505			
		Annual	98,213.115	105,420.770	109,755.035	114,085.270	118,758.055			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	34.816	35.955	37.079	38.446	39.699	41.099	42.562	43.414
		Monthly	5,469.046	5,647.877	5,824.525	6,039.291	6,236.089	6,455.892	6,685.770	6,819.600
		Annual	65,628.550	67,774.525	69,894.305	72,471.490	74,833.070	77,470.705	80,229.240	81,835.195
Weekend Worker - Foot Care Nurse	1885	Hourly	34.816	35.955	37.079	38.446	39.699	41.099	42.562	43.414
		Monthly	5,469.046	5,647.877	5,824.525	6,039.291	6,236.089	6,455.892	6,685.770	6,819.600
		Annual	65,628.550	67,774.525	69,894.305	72,471.490	74,833.070	77,470.705	80,229.240	81,835.195
Weekend Worker - Nurse II	1885	Hourly	45.482	47.069	48.661	50.320	51.943	53.619		54.691
		Monthly	7,144.518	7,393.707	7,643.903	7,904.509	8,159.407	8,422.700		8,591.120
		Annual	85,734.220	88,724.480	91,726.830	94,854.110	97,912.880	101,072.400		103,093.445
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	46.391	48.010	49.635	51.327	52.981	54.691		
		Monthly	7,287.248	7,541.641	7,796.875	8,062.687	8,322.454	8,591.120		
		Annual	87,446.970	90,499.695	93,562.495	96,752.240	99,869.445	103,093.445		
Weekend Worker - Nurse III	1885	Hourly	47.211	48.803	50.465	52.086	53.593	55.233	56.928	58.066
		Monthly	7,416.040	7,666.068	7,927.178	8,181.908	8,418.502	8,676.254	8,942.402	9,121.233
		Annual	88,992.475	91,992.810	95,126.135	98,182.890	101,022.025	104,115.050	107,308.825	109,454.800
Weekend Worker - Nurse III (20 Year Scale)	1885	Hourly	48.155	49.779	51.474	53.129	54.664	56.339	58.066	
		Monthly	7,564.310	7,819.375	8,085.691	8,345.626	8,586.755	8,849.880	9,121.233	
		Annual	90,771.720	93,832.505	97,028.295	100,147.515	103,041.055	106,198.560	109,454.800	
Weekend Worker - Nurse IV	1885	Hourly	48.830	50.638	52.448	54.422	56.683	58.876	61.173	62.396
		Monthly	7,670.433	7,954.380	8,238.663	8,548.805	8,903.949	9,248.514	9,609.199	9,801.296
		Annual	92,045.200	95,452.565	98,863.960	102,585.665	106,847.390	110,982.170	115,310.390	117,615.550
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	49.806	51.650	53.497	55.510	57.816	60.054	62.396	
		Monthly	7,823.741	8,113.398	8,403.558	8,719.745	9,081.941	9,433.558	9,801.296	
		Annual	93,884.895	97,360.770	100,842.690	104,636.935	108,983.290	113,202.700	117,615.550	
Weekend Worker - Nurse V	1885	Hourly	51.544	53.518	55.779	57.973	60.368	62.713	65.157	66.460
		Monthly	8,096.774	8,406.748	8,761.892	9,106.625	9,482.758	9,851.167	10,235.025	10,439.715
		Annual	97,161.285	100,880.975	105,142.700	109,279.495	113,793.095	118,214.005	122,820.295	125,276.580
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	52.575	54.588	56.895	59.132	61.575	63.967	66.460	
		Monthly	8,258.645	8,574.833	8,937.197	9,288.646	9,672.336	10,048.133	10,439.715	
		Annual	99,103.745	102,897.990	107,246.360	111,463.755	116,068.030	120,577.600	125,276.580	

<sup>1</sup> Eligibility for the 20 Year Increment is determined in accordance with Article 2105.



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 <sup>1</sup>
Licensed Practical Nurse	1885	Hourly	30.578	31.578	32.565	33.765	34.866	36.096	37.381	38.128
		Monthly	4,803.256	4,960.426	5,115.413	5,303.984	5,476.938	5,670.042	5,871.878	5,989.252
		Annual	57,639.075	59,525.115	61,384.960	63,647.805	65,723.255	68,040.505	70,462.535	71,871.020
Foot Care Nurse	1885	Hourly	30.578	31.578	32.565	33.765	34.866	36.096	37.381	38.128
		Monthly	4,803.256	4,960.426	5,115.413	5,303.984	5,476.938	5,670.042	5,871.878	5,989.252
		Annual	57,639.075	59,525.115	61,384.960	63,647.805	65,723.255	68,040.505	70,462.535	71,871.020
Nurse II	1885	Hourly	39.945	41.339	42.737	44.194	45.619	47.092		48.034
		Monthly	6,274.710	6,493.673	6,713.308	6,942.179	7,166.012	7,397.401		7,545.335
		Annual	75,296.520	77,924.080	80,559.700	83,306.145	85,992.140	88,768.810		90,544.025
Nurse II (20 year scale)	1885	Hourly	40.744	42.165	43.592	45.078	46.532	48.034		
		Monthly	6,400.144	6,623.473	6,847.642	7,081.046	7,309.413	7,545.335		
		Annual	76,801.725	79,481.675	82,171.700	84,972.550	87,712.950	90,544.025		
Nurse III	1885	Hourly	41.463	42.861	44.320	45.745	47.068	48.510	49.998	50.997
		Monthly	6,513.152	6,732.787	6,961.993	7,185.826	7,393.539	7,620.058	7,853.798	8,010.800
		Annual	78,157.820	80,793.440	83,543.915	86,229.910	88,722.465	91,440.700	94,245.580	96,129.605
Nurse III (20 Year Scale)	1885	Hourly	42.293	43.719	45.208	46.660	48.009	49.480	50.997	
		Monthly	6,643.455	6,867.456	7,101.364	7,329.563	7,541.473	7,772.527	8,010.800	
		Annual	79,721.460	82,409.470	85,216.365	87,954.750	90,497.680	93,270.320	96,129.605	
Nurse IV	1885	Hourly	42.886	44.473	46.063	47.797	49.782	51.709	53.725	54.799
		Monthly	6,736.649	6,986.005	7,235.697	7,508.058	7,819.879	8,122.633	8,439.324	8,608.080
		Annual	80,839.785	83,832.060	86,828.365	90,096.695	93,838.550	97,471.595	101,271.885	103,296.960
Nurse IV (20 year scale)	1885	Hourly	43.743	45.363	46.984	48.752	50.778	52.744	54.799	
		Monthly	6,871.318	7,125.712	7,380.441	7,658.175	7,976.378	8,285.176	8,608.080	
		Annual	82,455.815	85,508.540	88,565.295	91,898.105	95,716.530	99,422.115	103,296.960	
Nurse V	1885	Hourly	45.270	47.002	48.989	50.915	53.019	55.078	57.225	58.370
		Monthly	7,111.103	7,383.296	7,695.285	7,997.871	8,328.331	8,651.906	8,989.083	9,168.922
		Annual	85,333.235	88,599.550	92,343.420	95,974.450	99,939.970	103,822.875	107,868.995	110,027.060
Nurse V (20 year scale)	1885	Hourly	46.175	47.943	49.968	51.934	54.079	56.179	58.370	
		Monthly	7,253.328	7,531.063	7,849.097	8,157.895	8,494.904	8,824.860	9,168.922	
		Annual	87,039.940	90,372.750	94,189.160	97,894.745	101,938.850	105,898.325	110,027.060	
Nurse Practitioner	1885	Hourly	51.593	55.378	57.655	59.929	62.384			63.631
		Monthly	8,104.330	8,698.923	9,056.585	9,413.912	9,799.449			9,995.408
		Annual	97,251.960	104,387.075	108,679.025	112,966.945	117,593.385			119,944.890
Nurse Practitioner (20 year scale)	1885	Hourly	52.624	56.485	58.808	61.128	63.631			
		Monthly	8,266.370	8,872.885	9,237.768	9,602.147	9,995.408			
		Annual	99,196.435	106,474.615	110,853.210	115,225.760	119,944.890			

Weekend Worker Rates	Annual Hours		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year <sup>1</sup>
Weekend Worker - Licensed Practical Nurse	1885	Hourly	35.164	36.315	37.450	38.831	40.097	41.510	42.987	43.848
		Monthly	5,523.619	5,704.465	5,882.793	6,099.741	6,298.554	6,520.540	6,752.601	6,887.774
		Annual	66,283.425	68,453.580	70,593.510	73,196.890	75,582.650	78,246.480	81,031.210	82,653.285
Weekend Worker - Foot Care Nurse	1885	Hourly	35.164	36.315	37.450	38.831	40.097	41.510	42.987	43.848
		Monthly	5,523.619	5,704.465	5,882.793	6,099.741	6,298.554	6,520.540	6,752.601	6,887.774
		Annual	66,283.425	68,453.580	70,593.510	73,196.890	75,582.650	78,246.480	81,031.210	82,653.285
Weekend Worker - Nurse II	1885	Hourly	45.937	47.540	49.148	50.824	52.463	54.156		55.239
		Monthly	7,215.883	7,467.758	7,720.305	7,983.598	8,241.014	8,506.994		8,677.094
		Annual	86,590.595	89,613.095	92,643.655	95,803.175	98,892.170	102,083.930		104,125.125
Weekend Worker - Nurse II (20 year scale)	1885	Hourly	46.855	48.490	50.131	51.841	53.511	55.239		
		Monthly	7,360.123	7,617.036	7,874.788	8,143.287	8,405.740	8,677.094		
		Annual	88,321.480	91,404.430	94,497.455	97,719.440	100,868.885	104,125.125		
Weekend Worker - Nurse III	1885	Hourly	47.682	49.291	50.969	52.607	54.128	55.786	57.498	58.647
		Monthly	7,490.091	7,742.805	8,006.435	8,263.683	8,502.628	8,763.067	9,031.902	9,212.412
		Annual	89,881.090	92,913.665	96,077.215	99,164.195	102,031.540	105,156.805	108,382.820	110,548.945
Weekend Worker - Nurse III (20 Year Scale)	1885	Hourly	48.636	50.277	51.988	53.660	55.211	56.902	58.647	
		Monthly	7,639.873	7,897.625	8,166.459	8,429.081	8,672.728	8,938.372	9,212.412	
		Annual	91,678.470	94,771.495	97,997.510	101,148.970	104,072.735	107,260.465	110,548.945	
Weekend Worker - Nurse IV	1885	Hourly	49.318	51.144	52.973	54.966	57.250	59.465	61.784	63.020
		Monthly	7,747.003	8,033.805	8,321.110	8,634.275	8,992.945	9,341.036	9,705.248	9,899.359
		Annual	92,964.040	96,405.660	99,853.325	103,611.300	107,915.340	112,092.435	116,462.970	118,792.310
Weekend Worker - Nurse IV (20 year scale)	1885	Hourly	50.304	52.167	54.032	56.065	58.394	60.655	63.020	
		Monthly	7,901.990	8,194.501	8,487.516	8,806.893	9,172.784	9,527.928	9,899.359	
		Annual	94,823.885	98,334.015	101,850.190	105,682.720	110,073.405	114,335.130	118,792.310	
Weekend Worker - Nurse V	1885	Hourly	52.060	54.053	56.337	58.553	60.972	63.339	65.809	67.125
		Monthly	8,177.710	8,490.874	8,849.544	9,197.635	9,577.631	9,949.566	10,337.454	10,544.159
		Annual	98,132.515	101,890.490	106,194.530	110,371.625	114,931.570	119,394.795	124,049.445	126,529.910
Weekend Worker - Nurse V (20 year scale)	1885	Hourly	53.101	55.134	57.463	59.723	62.190	64.606	67.125	
		Monthly	8,341.260	8,660.638	9,026.528	9,381.504	9,769.056	10,148.548	10,544.159	
		Annual	100,095.125	103,927.655	108,318.340	112,578.050	117,228.670	121,782.570	126,529.910	

<sup>1</sup> Eligibility for the 20 Year Increment is determined in accordance with Article 2105.

## 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:

**In the South:**

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

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

\$0.288 per hour for all paid hours (2080 annual hours)

**In the North:**

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

***\$0.308 per hour for all paid hours (1950 annual hours)***

***\$0.298 per hour for all paid hours (2015 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:

**In the South:**

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

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

\$0.577 per hour for all paid hours (2080 annual hours)



**In the North:**

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

\$0.615 per hour for all paid hours (1950 annual hours)

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

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

**In the South:**

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

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

\$0.865 per hour for all paid hours (2080 annual hours)

**In the North:**

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

\$0.923 per hour for all paid hours (1950 annual hours)

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

*Nurses who are employed as a Clinical Nurses Specialist or Nurse Practitioner are not entitled to this academic allowance as it is already calculated into their comprehensive salary.*

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.

See Attachment #11 – WRHA Document Re Academic Allowance

*Regardless of the number of academic attainments a nurse may have, the facility is only required to pay one of the amounts. Depending on the attainments, the higher amount will only be paid.*

*The Employer is not obligated to pay an Academic Allowance until the nurse provides verification of her/his academic attainment (no retroactivity). **Clarification for new graduates:** a nurse who graduates with a BN gets academic allowance from date of hire and the Employer may still require verification. Verification can take the form of CRNM registration.*

*A nurse's entitlement to academic allowance ceases if her/his CNA certification has expired.*

*When a nurse obtains a nursing degree from another province or country, the International Qualification Assessment Services (IQAS) must verify whether the nursing degree is equivalent to a degree from Manitoba. The nurse is responsible for obtaining the IQAS assessment, e.g. the Charles Sturt University 3 year BN is not equivalent to a Manitoba BN, therefore only qualifies for the academic allowance under (a) above. However, the Charles Sturt University 4 year honours program does qualify for the academic allowance under (b) above.*

*Academic Allowance is part of the basic or regular rate of pay – See 3802.*

## APPENDIX "C" -- OCCUPATIONAL CLASSIFICATIONS

- (a) **Nurse II:** A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position or its equivalent.

**Applicable for Home Care Nurses:**

***Nurse II -- A Registered Nurse or Registered Psychiatric Nurse employed in a general duty position, Home Care position or its equivalent.***

- (b) **Nurse III:** A nurse who is permanently assigned responsibility for the nursing activities of a small group of nursing staff on a unit or ward and who may replace a Nurse IV in her/his absence; **may include Diabetes nurse, Assistant In-Service Educator, or a general duty RN who has intermittent responsibility for in-service education.**

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

**Applicable for Community Health Nurses:**

***Nurse IV -- A nurse who is permanently assigned responsibility for the nursing activities and staff on a unit or ward on a twenty-four (24) hour basis; a nurse responsible for supervision of the clinical experience of student nurses (Clinical Instructor); or a nurse responsible for inservice education instruction (Inservice Education Instructor) or a nurse responsible for Community Health Programs including Public Health, Diabetes Education Resource, and Home Care (as applicable).***

- (d) **Nurse V:** A nurse who is responsible for the nursing activities and staff of more than one (1) nursing unit on a permanent basis.
- (e) **LPN:** A Licensed Practical Nurse is a person entitled to practice as a practical nurse under the Licensed Practical Nurse's Act of Manitoba.
- (f) **ORT:** **Operating Room Technician shall mean a person who has graduated from a formal course in operating technology and who is employed as an Operating Room Technician.**

- (g) **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.

See Memorandum #16 - **Nurse Practitioner Positions.**

*Occupational classifications are designations of a nurse's position for the purpose of establishing the type of duties they would normally take on and the appropriate wage rate they would be paid for that work.*

*The wage rates are established through the negotiation process with the Union and the Employer, whereas the job content is defined by the Employer and contained in a job description which is prepared for each occupational classification.*

See Memorandum #30 – **Joint Nursing Position Classification Process**

## APPENDIX “D” – SITE LIST

*Names of Transferred sites within the RHA are listed in Appendix “D”.*

## MEMORANDA OF UNDERSTANDING SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT

### **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.

*This Memorandum of Understanding allows the parties to work co-operatively to develop initiatives and programs that promote and facilitate the recruitment of aboriginal employees and promote cultural awareness of aboriginal people. This will ensure a better understanding of respectful work practices to achieve a harassment-free environment.*

### **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.

### **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.

### **5. Re: Shifts of Less than 7.75 Hours - Not Applicable for Home Care Nurses**

**If your agreement does not contain this memo – 1404 must be followed if you are going to negotiate a short shift memo.**

*Shifts contemplated in this memo are regular recurring shifts of less than 7 ¾ hours set out in a rotation pattern.*

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.



Factors to consider when determining whether there are other “available alternatives” include:

- Will this compromise patient care?
- Will this hinder recruitment, retention?
- Is this a cost-cutting measure by the Employer?
- Is this for peak load staffing only?
- Will this erode our bargaining unit work?

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.

*If you have never applied and obtained a vacant, term or new position which included scheduled shifts of less than 7 ¾ hours, you cannot be required to work less than 7 ¾ hours shifts.*

*Positions which include both 7 ¾ hour shifts and “short shifts” need to be posted indicating the length of the short shifts as described in #4 below. The EFT for the nurse must be maintained.*

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.

*Nurses working shifts of less than 7¾ hours who work beyond the end of their shift, must receive overtime after 7¾ hours regardless of whether the rotation pattern in effect on the unit is based on a 7¾ or 12 hour shift.*

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.

**If a nurse works a shift less than 7¾ hours and returns to work within the same calendar day, the nurse shall be entitled to overtime compensation for the entirety of the second shift irrespective of the number of hours she/he worked in the shift of less than 7¾ hours.**

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.

*The intent is there be no split shifts.*

## **6. Re: Agency Nurses - Not Applicable for Home Care Nurses (except Winnipeg Home Care)**

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 facility nurses in accordance with the provisions of the collective agreement. Only when nurses at the facility are not available, will the facility 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.

*The intent was that Agency Nurses shall be used as an absolute last resort. Before an Agency Nurse is utilized, part-time and casuals must be offered the work. Overtime does not have to be offered prior to the use of Agency Nurses unless the Employer has a policy/past practice that requires overtime to be offered prior to calling Agency Nurses.*

*In accordance with the 3<sup>rd</sup> paragraph, the Union should ensure that the Employer meets with the Union on a quarterly basis to discuss Agency Nurse usage and alternatives.*

## **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, 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 or plan text and may only be amended by a process outlined in the Trust or through collective bargaining.

*If you have any questions regarding the HEBP Plan please call (204) 942-6591 or Toll Free: 1-877-567-4996 or the MNU Office.*

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

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

*This increase in premiums is required to maintain benefits at current levels.*

- January 1, 2011 - Employer contribution rate to increase by 1.0% (Employer portion 0.5% and employee portion 0.5%)

*Employer pays both the nurse's and the employer's contributions.*

- April 1, 2012 - Employee contribution rate to increase by 0.8% (Employer portion 0.4% and employee portion 0.4%)

*The nurse pays both the employer's and the nurse's contributions.*

- April 1, 2013 –
  - Employer contribution rate to increase by 0.1% resulting in an overall contribution rate increase of 1.1%
  - Employee contribution rate to increase by 0.3% resulting in an overall contribution rate increase of 1.1%.
  - (resulting in the new rates of 7.9% up to YMPE and 9.5% for earnings in excess of YMPE)

*Nurses and employers will each contribute 1.1%.*

*This binds the Employer to the Jointly Trusteed Pension Plan (HEPP). If you have any questions regarding the HEPP Plan please call (204) 942-6591 or Toll Free: 1-888-842-4233 or the MNU Office.*

## **9. Re: Employment Security**

**Applicable For Home Care Nurses - The terms of the following Memorandum shall not be applicable in circumstances arising out of short-term fluctuations in client need or service.**

*Employment Security notice is required for the following:*

- *If bed closures/interruption of services impact on occupied positions (either increase or decrease) or by deletions;*
- *If care or delivery is being altered even if no positions are affected (it may be an Employment Security or Change of Function);*
- *If temporary bed closures/interruption of services occur, where it is in the control of the Employer, for a defined period of time, (for example a summer closure), and nursing staff are affected i.e. no work is available on the affected unit/facility.*

***When the 90 day notice has been given and there is no work available on the unit during that period, nurses may be transferred to other areas but their EFT and shift cannot be altered. If the closure is permanent, or if it is a temporary closure for a defined period of time, the process to establish***

***the nurses' new positions is ongoing and the new positions become effective at the end of the notice period.***

***There is a distinction between temporary closures that are beyond the Employer's control i.e. a lack of doctors, and situations where the closures are within the Employer's control. Each situation is unique and must be investigated and evaluated on its own merit.***

***This is not a secondment issue. Secondment is "my unit is business as usual and I am seconded to another unit".***

***"Transfer" occurs when a unit or beds on a unit are closed and there is no work and it is necessary to re-assign nurses in order to maintain their employment status during the 90 day period.***

*Employment Security notice is not required for the following:*

- *when temporary closures or reduction in beds occur and there is no change to nursing positions*
- *when the circumstances leading to the temporary closures of beds and/or units is beyond the Employer's control and does negatively impact the nurses' positions. In these cases, nurses may be transferred to other areas but their EFT and shift cannot be altered.*

***Each situation is unique and must be investigated and evaluated on its own merit.***

*"At least 90 days" may mean the Employer can give more notice which is beneficial. Only if there is an inordinate (excessive) delay, we may require a new notice.*

*A rotation change in itself does not require 90 days notice if all positions, (i.e. EFT, shift) stay the same. A rotation change does require notice in accordance with 1501.*

*Employment Security notice is not required for the trial and/or implementation of a "12" hour shift unless EFT's are changing.*

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.

*Note: The Employer is obligated to provide full particulars regarding any alteration in the delivery of health care. If there is inordinate delay in the Employer providing the necessary particulars to the Union, a further 90 day notice period is required.*

*If the alteration in the delivery of health care results in any deletions or layoffs, appropriate notice must be given to the individuals involved in accordance with Article 27.*

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).]

### Employment Security: Process for Implementation of New Rotation/Positions

1. Once the 90-Day notice is served, the Employer is required to meet with the Union to outline “all avenues relevant to the issue of employment security for the nurses”.
2. The new rotations are developed by the Employer in consultation with the Union and the nurses concerned. It is the Employer’s responsibility to determine the EFTs for the new rotation pattern
3. A cut-off date for the calculation of seniority and the date of implementation are established.
4. The nurses whose current positions do not exist in the new rotation are identified and served notice that their positions will be deleted and the date the deletion is to take effect (implementation date).
5. All nurses, whether in a permanent or a term position, will continue to work in their current position until 2400 hours of the last day of the notice period.
6. It is the incumbent or “owner” of the deleted position that is notified and has the rights afforded by Article 27, even if s/he is on a leave of absence or temporarily in a term position.
7. If a nurse is occupying a deleted position as a term, the term will expire at 2400 hours of the last day of the notice period, and at that time the nurse occupying the term will revert to her/his previous position/status in accordance with Article 3006.
8. The newly created positions are posted and filled in accordance with Article 30.
9. All nurses in the site/facility are welcome to apply for the new vacancies whether their position has been deleted or not. In the RHAs, the jobs are also posted in the other sites of the RHA, but nurses from within the unit/site get preference in the selection process. See Article 3003
10. A nurse who has received notice that her/his position will be deleted has the right to apply/is encouraged to apply for one or more of the new positions, and providing all qualifications are met equally, seniority will be the deciding factor. If a nurse who has received notice that her/his position will be deleted chooses not to apply, s/he runs the risk of the vacant position(s) being filled by a more senior nurse from another site who s/he would not be able to bump.
11. Resulting vacancies will be posted accordingly. It sometimes takes several rounds of postings until all falls into place.



12. Approved leaves of absence continue during and after the notice period. The nurse on leave exercises all of her/his rights to obtain a new position and the resulting term position will be posted in accordance with Article 30.
13. Nurses occupying a term position at the time of the posting and selection process are considered as current employees of the site/facility for the purposes of the selection process, in accordance with Article 30.
14. Although the posting, selection and bumping process takes place during the notice period, in actuality, the key day that is applicable to the application of Article 27 is the first day that the new rotation actually takes effect (implementation date).
15. Once the posting and selection process is completed, the nurses impacted by the restructuring who have been unable to secure a new position via the vacancy selection process will have the ability to exercise their seniority rights to displace (bump) a nurse with lower seniority in a position of equal or lower classification. (RNs cannot bump LPNs. Nurse IIIs or IVs can bump Nurse IIs.)
16. When bumping starts, the occupied positions available to the nurses who are exercising their right to bump are all of the positions in the facility whether they are long-standing or new.
17. If a newly hired nurse is subsequently displaced, her/his seniority will be as calculated on the day of the bump.
18. Nurses working in transferred sites in the RHAs may be able to bump outside of their worksite (Article 2707), if necessary, to maintain their occupational classification, shift description and E.F.T.
19. A nurse who is displaced because of this process is entitled to exercise the same seniority rights in Article 2707 as the nurses whose positions have been deleted.
20. If a nurse applies for and is awarded and accepts a position, she/he does not get the opportunity to change her/his mind later and bump.
21. If a nurse whose position will be deleted is unable to secure a position by either the posting or bumping process, then that nurse would be laid-off. Such notice must be issued four weeks prior to the date it takes effect.
22. Once the process is completed, the nurses with the same "positions" (EFT, unit, shift) will choose their rotation line in order of seniority as much as reasonably possible (i.e. mix of junior & senior staff, ability to take charge, standby, etc).

## **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.

*A voluntary RRSP, including with payroll deduction, is available. Check with your Employer with respect to accessing it.*

## **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.

*Manitoba Nurses' Union representatives on this Council are the President, Vice-President and Secretary-Treasurer. Meetings are held regularly with the Minister of Health and Employer Representatives.*

## **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.

*If you have any questions regarding the HEPP Plan please call (204) 942-6591 or Toll Free: 1-888-842-4233 or the MNU Office.*

## **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.

*This memorandum arises out of Article 501 1st paragraph, last sentence. F.I.P.P.A. stands for Freedom of Information and Protection of Privacy Act.*

*For the purpose of this memo "the Union" refers to the provincial MNU.*

## **14. Re: Participation in PHCLAC/ 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.

*As of March 31<sup>st</sup>, 2000 the PHCLAC was disbanded and the Redeployment Program was moved to the Labour Relations Secretariat (WRHA). Call your LRO if you have any questions about the Redeployment Program.*

## **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, Manitoba Health Organizations Inc., 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.

*Any transfer of seniority under this provision must take place at the time of the redeployment. It cannot be applied retroactively.*

## **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 (Title is “Provisions for Part-time Nurses Occupying More Than One Position Within the Facility” for any non-transferred agreements.)**

- (a) Part-time nurses shall be eligible to apply for and occupy more than one (1) part-time position within the sites/facility comprising the Regional Health Authority/facility. Where it is determined that it is not feasible for the nurse to work in more than one (1) position, the nurse will have the option of assuming the position applied for and relinquishing their former position.

*A nurse may occupy more than one part-time position within a worksite/facility or within the region. This does not apply to a nurse who occupies a part-time position in a transferred site and another position in a non-transferred facility.*

- (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.

*Clarifies that nurses occupying more than one position may:*

- *work every weekend*
- *work more shifts in a row than allowed in 1504(d)*
- *work both Christmas and New Year's*
- *be on vacation from one position but not the other position*

- (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.

*For nurses who hold more than one position on the same unit, each position stands alone on the master rotation schedule, i.e. the positions cannot be amalgamated.*

*Nurses who do not have a part-time position in Home Care but work additional available hours/shifts in Home Care are entitled to overtime if he/she meets the overtime provisions of Article 16. Nurses who hold a part-time position in Home Care and another worksite in the same region are not entitled to overtime until they exceed 12 hours in any one calendar day between the two positions.*

- (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 departmental/site supervisor/manager. Said requests will be considered by both departmental/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.

*The nurse's total seniority is with the Employer and this seniority is then applied in each worksite/unit.*

- (h) Requests for unpaid or paid leaves of absence shall be submitted to each department/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.

*"To relinquish" means to give up one of the positions, it does not mean the nurse has to resign and it does not mean the nurse is deleted. The intent is that it should be the nurse's choice as to which position is relinquished.*

## **16. Re: Nurse Practitioner Positions**

The terms of the Collective Agreement shall be applicable to Nurse Practitioner positions except as modified hereinafter. Inclusion of Nurse Practitioners within the scope of the bargaining unit shall have no retroactive effect except as expressly provided for hereinafter.

The following shall apply to all Nurse Practitioner positions.

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

Length of Employment	Rates at Which Vacation Earned
In the first ten (10) years	Twenty (20) days/five (5) weeks [155 hours (145 hours for Community Health)] per year
In the eleventh (11th) to twentieth (20th) year inclusive	Twenty-five (25) days/five (5) weeks [193.75 hours (181.25 hours for Community Health)] per year
In the twenty-first (21st) and subsequent years	Thirty (30) days/six (6) weeks [232.50 hours (217.5 for Community Health)] per year

2. Article 2103(b) – shall include those nurses occupying a Nurse Practitioner position.
3. Article 2601(b) – shall include those nurses occupying a Nurse Practitioner position.

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

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

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

7. Seventy-seven and one half (77.50) hours shall constitute a bi-weekly pay period of work (2015 hours per annum). The Nurse Practitioner may vary hours worked in order to effectively carry out the accountabilities and responsibilities of the position (Articles 16, 17 and 18 shall not apply).

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

8. The salary scale for the Nurse Practitioner shall be as set out in APPENDIX “A” – SALARIES.
10. APPENDIX “B” shall not apply.

## **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 dependant 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.

*Work assignment adjustments will vary. The mentor must have sufficient time and a reasonable work assignment for the mentorship relationship to be successful.*

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.

*There should be discussion at NAC to ensure that both parties understand the mentorship role and the attributes required.*

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.

*This new provision is for mentoring of new graduate nurses only; not for nurses from another jurisdiction who are awaiting registration in Manitoba.*

*The Employer assigns the mentors.*

## **18. Re: Portability**

***For nurses employed at HSC, St. Boniface, Concordia, Misericordia, Seven Oaks, Grace, Riverview, Victoria and Deer Lodge Hospital, WRHA Public Health, WRHA Home Care, Breast Health Centre, WRHA CNS and Pan Am Clinic who transfer between these facilities, the provisions of the Mobility Memorandum (Memo #25) apply. For nurses employed at these above-mentioned facilities (except Deer Lodge) who transfer to any other facility represented at the “Central” table, the provisions of the Portability Memorandum apply.***

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:

*Portability rules have been amended so that a casual nurse does not have to resign her/his casual position at the receiving facility in order to port her/his seniority and benefits from the sending facility when she/he secures a permanent or term position at the receiving facility. See #8 below.*

- (i) accumulated income protection benefits;
- (ii) length of employment applicable to rate at which vacation is earned;  
*If 2104 (i.e. bonus week vacation) applied to the nurse at the sending facility it also applies to the nurse who ports to the receiving facility.*
- (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;  
*This is one opportunity the nurse has to change her/his coverage in accordance with HEBP (time limits apply)*
- (vii) seniority credits (in accordance with receiving Collective Agreement).

*The rate of pay is not ported. Starting salaries at the receiving facility are based on Article 38. The recognition of previous experience formula is a guaranteed minimum however, the Employer may grant a higher starting salary in accordance with 3805.*

*Nurses will be required to serve a probationary period at the receiving facility.*

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.

*If you have a casual position in the receiving facility on the date you are transferring from the sending facility, portability of benefits can occur. This is a new provision and it clarifies re casuals.*

*The Collective Agreement also stipulates that you must commence work in the "new" position within 6 weeks of your termination date at the sending facility. It is absolutely essential that you start your new job within this bridging period or your right to port seniority and benefits from the sending facility will be lost.*

*It is important to note that when terminating from the sending facility, you cannot go casual at the sending facility prior to your last day of*

*employment if you are intending to port to a new Employer because once you go casual you have nothing to port. Once you have commenced your job at the receiving facility, you can apply for a casual position at the sending facility without jeopardizing portability options.*

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)

*This new memorandum provides an option for nurses who are willing to work every weekend at an enhanced salary if the Employer chooses to implement "weekend worker" positions. All "weekend worker" positions will be posted in accordance with the provisions of the Collective Agreement. Conditions related to the Weekend Worker are clearly outlined in the Memorandum.*

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***

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.

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

- (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.

*This memorandum provides an opportunity for part-time nurses to permanently increase their EFT's without resorting to Employment Security and deletions or applying for an additional part-time position. Conditions related to the increase in EFT are clearly outlined in the Memorandum.*

*Please note the following amendments made in the last round of negotiations:*

- *The process will be monitored by Nursing Advisory Committee.*
- *The employer must identify the available EFT and shift patterns in advance.*
- *It allows for more flexible time lines and is not limited to once a year.*
- *It allows for an individual unit to use the process independent of the facility*
- *The memorandum is limited to life of agreement in order for the parties to assess if it is meeting the needs of nurses.*

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

*Ensures that a nurse elected as President of MNU will be granted a paid leave of absence.*

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 April1, 2014 - for Employees who retire on or after October 1, 2009 shall have an allocation of 0.80% and, effective April1, 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 April1, 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 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.

### **QUESTIONS & ANSWERS RE LOU – HEPP COLA**

*In the past, retired nurses and healthcare employees did not have any monies allocated to indexing. This means that unless the pension plan had significant surplus earnings, a retired pensioner had no assurance that his/her pension would keep pace with inflation. It was possible that pension payments received by retirees could stay the*

*same their entire retired life even though the cost of living increased every year. HEPP has provided ad hoc COLA increases from time to time with the last increase in 2004.*

*Starting in 2014, all participating Employers and HEPP members will start contributing 1% of regular pensionable earnings to a COLA Fund. These contributions will add up to approximately 40 million dollars annually. The establishment of a dedicated COLA Fund changes the way in which pensioners receive inflation protection.*

*Between 2014 and 2018, the COLA Fund will be built up with the annual contributions. Starting in 2018, retired pensioners will be eligible to receive cost of living increases up to 66.67% of the annual inflation rate. There will be a significant difference for those who retired on or before September 30, 2009 and those who retired on or after October 1, 2009.*

*As past retirees did not make contributions to the COLA Fund, only 10% (0.1%) of the new contributions will be used for indexing their pensions. For more recent retirees, 90% (0.9%) of the contributions will go towards funding future indexing. Over the longer term, 100% of the contributions will be allocated to indexing for contributing members.*

***How much will I be contributing to the COLA Fund?***

*Starting in April 2014, you will contribute 1% of your regular pensionable annual earnings to the Fund.*

***Will employers match these contributions?***

*Yes. Employers will be matching your contributions dollar for dollar.*

***Will these contribution rates increase in the future?***

*Only if the Health Care Unions negotiate additional increases. Over the long term, the 1% contribution rate is expected to cover the costs of indexing at the target rate of 66.67% of inflation. Therefore we do not expect that additional contributions will be needed.*

***Will there be just one COLA fund set up with all of the contributions made starting 2014?***

*We intend to set up two separate funds. Ten percent (10%) of the contributions will be reserved for plan members who retired on or before September 30, 2009. Ninety (90%) percent of the contributions will be reserved for members who retire on or after October 1, 2009.*

***When do indexing benefits start?***

*While contributions will start in 2014, it will take time to build up the Fund. By 2018, the Fund will hold an estimated 200 million dollars in assets. This will be the first year that Plan Trustees will be in a position to provide indexing to retirees.*

***How much will my indexing benefits be?***

*The long term target indexing is a maximum of 66.67% of inflation. That is consistent with other Manitoba public sector pension plans. However, the actual indexing will be dependent on the numbers of retirees at any given time and the investment returns experienced by the COLA Fund.*

***Will the COLA Fund start indexing at the target rate as of 2018?***

*It is very likely that the indexing rate will be lower than the target rate for a few years after 2018. Even though plan members will be contributing a total of about 40 million annually starting in 2014, to fully fund indexing at 66.67%, the actual required amount would be about 60 million annually. Once there are fewer past retirees drawing pensions, indexing will increase gradually to the target rate.*

***Does the Fund only cover nurses?***

*Virtually all healthcare employees in Manitoba participate in the Health Employees Pension Plan (HEPP). While the Manitoba Nurses Union took the lead in negotiating this benefit, all participating healthcare employees are covered and each employee will make the same contributions.*

***Can I opt out of the COLA Fund?***

*No. Participation is mandatory. If you work for a participating employer and contribute to HEPP, you will be required to participate.*

***Would there be indexing of pensions without a dedicated COLA Fund?***

*Past experience suggests that it is highly unlikely. Plan members and employers have already been asked to increase regular pension contributions by 1.1% each to maintain benefits at existing levels.*

*Under prevailing market conditions, the chances of the main pension fund generating significant surplus earning remains remote for the foreseeable future. Without the establishment of a dedicated COLA Fund, pension payments would likely stay flat for a considerable period of time.*

**Not Applicable for Rural RHA's:**

**23. Re: Regional Nursing Advisory Committee**

**WINNIPEG REGIONAL NURSING ADVISORY COMMITTEE (NAC) PARTICIPANTS**

Riverview Health Centre Nurses Local 1a  
Health Sciences Centre Local 10  
St. Boniface Nurses Local 5  
Concordia Nurses Local 27  
Grace Nurses Local 41  
Victoria Nurses Local 3  
Misericordia Nurses Local 2  
Seven Oaks Nurses Local 72  
Pan Am Nurses Worksite 135  
Regional Programs Nurses Worksite 153

**WINNIPEG REGIONAL NURSING ADVISORY COMMITTEE (NAC) PARTICIPANTS  
LONG TERM CARE**

Sharon Home Nurses Local 47  
Tache Nurses Local 49  
Convalescent Home Nurses Local 13  
DCM Nurses Local 60  
Golden West Nurses Local 91  
Fred Douglas Nurses Local 100  
Luther Home Nurses Local 102  
Bethania Nurses Local 103  
Middlechurch Nurses Local 116  
Holy Family Nurses Local 136  
Lions Nurses Local 137  
Meadowood Nurses Local 140  
Foyer Valade Nurses Local 146  
River Park Gardens Nurses Local 149  
Southeast PCH Nurses Local 148  
St. Amant Nurses Local 95  
Misericordia Nurses Local 2  
Riverview Health Centre Nurses Local 1a  
Concordia Nurses Local 27

## 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

### **Applicable only for Regional RHAs & Local 1 Public Health**

#### **23. *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, 2012
    - 4 fiscal years = the fiscal year of 2016/2017
    - Nurse must retire prior to March 31, 2017
  - 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.

*This allows nurses to amend their date of retirement and remain employed subject to the reasonable discretion of the employer.*

*Applicable in Regional Agreements and Local 1 Public Health – This provision allows nurses covered by the Civil Service Superannuation Plan to carry over vacation entitlement for retirement purposes. This is in keeping with policies that had been established for many years but were not reflected in the collective agreement.*

## **24. Re: Regional Float Nurse(s) - Not Applicable for Community Health and Home Care Nurses, Non-transferred Facilities:**

*Applies only to Rural RHAs.*

The Employer and the Union agree that the following conditions and understandings shall apply to Nursing Services provided by Regional Float Nurse(s).

1. When Regional Float Positions are created by the Employer, the positions will be posted as per Article 3001.

*The Employer is required to list the sites where the nurse will be assigned to work.*

2. Home base for the successful applicant(s) will be determined as follows:
  - (i) Home base will be one of the sites in which the Regional Float Nurse(s) will be working.
  - (ii) The home base will be determined by the Employer prior to posting, and identified on the job posting, if a significant majority of the work is determined to be at one particular site, or



- (iii) It will be identified on the job posting that at the conclusion of the posting process, the home base will be determined between the Employer, the Union and the successful applicant.
3. Transportation reimbursement will be provided to Regional Float Nurse(s) in accordance with the prevailing Province of Manitoba mileage rates in accordance with the following formula:

*distance (in kms) from the nurse's home to the alternate worksite  
minus the distance (in kms) from the nurse's home to the nurse's  
home base (worksite).*

It is understood that any 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.

*Adjustments shall mean either an increase or decrease.*

4. Professional practice issues shall be dealt with at the designated home base.
5. The terms and conditions of the Collective Agreement between the Employer and the Manitoba Nurses' Union shall be applicable.

*Article 15 applies to Regional Float Nurse positions except the requirement for a Master Rotation. They have shift schedules posted in accordance with 1501. The shift length of the position must be included in the posting and shift length must be specifically referenced in the nurse's posted shift schedule. A nurse may be scheduled to work a 12 hour shift (without overtime being applicable for hours worked in excess of 7  $\frac{3}{4}$  hours) in a 8 hour facility/unit provided the posting indicated that the float position was a combination of 8 and 12 hour shifts. The memorandum regarding 12 hour shifts must be followed if there are any 12 hour shifts scheduled in the posted hours.*

## **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:**

*Where "facility" is used in this memorandum, it shall also mean "programs" of the WRHA system listed above.*

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.

*“Both parties” in this case means all 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**

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:

*Where "facility" is used in this memorandum, it shall also mean "programs" of the WRHA system listed above.*

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:

*Wherever the term "nine facilities" is used, it shall mean the nine facilities and the programs of the WRHA system listed above.*

*The Mobility memos govern movement of nurses between the nine facilities and the programs listed above.*

*The provisions of Portability do not apply for movement between the nine facilities and programs of the WRHA listed above however, Portability does apply for movement to and from the eight\*\* MNU facilities and WRHA programs listed above to other facilities represented at the MNU “Central” bargaining table.*

*\*\* Deer Lodge is not a MNU facility, however, nurses can mobilize between Deer Lodge and the 8 MNU facilities and WRHA programs listed above.*

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.

*The memorandum is an integral part of the Collective Agreement. It is binding on all signatories and can be enforced through the grievance/arbitration procedure of the Collective Agreement or alternatively, through Section 7 (Dispute Resolution Mechanism) as specified herein.*

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.).

*A systemic or regional labour adjustment strategy is contemplated here. The intention is to maintain nurses with expertise in a particular service working within that service within the WRHA. This may involve transfers of nurses along with programs/ services between facilities vs. lay-offs/bumping occurring within the service at the downsizing facility/program. A regional attrition model is contemplated here.*

*Labour adjustment strategies e.g. VSIPs, ERIPs, Training, EAP will be coordinated on a system (WRHA) wide basis*

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).

*The memorandum of understanding shall take precedence over existing collective agreements unless otherwise specified\*. This is necessary since the provisions of most existing collective agreements do not allow for transfers of nurses with accrued seniority between facilities. Currently, nurse bargaining units and applicable collective agreements are autonomous in the City of Winnipeg. The staff mobility memorandum in effect amends collective agreements and provides for a nurse to not lose all of her/his seniority as has occurred previously when she/he went to one of the nine (9) facilities.*

*Note \* - The regular grievance/arbitration set out in the collective agreement shall apply whenever a dispute can be resolved through the regular process. In cases related to application/implementation of the memorandum itself which cannot be resolved through the regular process e.g. a nurse's application for a position is bypassed by the receiving employer, the matter will be handled in accordance with the Dispute Resolution Mechanism contained in the memorandum.*

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.
  - number of vacancies and new positions created at the receiving facility
  - up to date seniority lists
  - pertinent classification information
  - relevant time frames

*"Specifics/full particulars" regarding the transfer, closure, consolidation or merger must be shared with the union at the meeting(s) referenced in 4 (b) above.*

## 5 Staff Mobility

### A. Transfers with Programs

- (i) When programs are transferred, consolidated, or merged from one facility or facilities 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) 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 to fill the vacancies commencing with the most junior qualified employee.

*The Employer determines the number of nurses by classification who will be affected by the transfer/consolidation or merger. The transfer of nurses will be instituted on a "voluntary basis" if possible. If too many nurses volunteer for a transfer, the decision as to who will move will be determined on a mobility seniority basis if more than one facility/program is involved. (If only one facility/program is involved, that Collective Agreement re seniority will apply.) In the event that vacancies continue to exist after the job competition, the Employer will have the right to transfer nurses to fill the vacancies commencing with the most junior qualified nurse. [Cross-reference Memo #19 Interpretation paragraph 2]*

- (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.

*This memorandum allows for transfer of seniority in such a manner so as to allow for all nurses working in a particular facility to be treated according to the receiving facility's collective agreement, in addition to other accumulated benefits which are identified in the Letter of Understanding on Redeployment Principles*

- (iii) The receiving facility 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 acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.

*An adequate "orientation period" will be provided for the transferred nurse(s) at the receiving facility. [Cross-reference Memo - Mobility #20 - 3 and Memo #19 Interpretation paragraph 4.]*

- (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, such employee shall provide written notice to the receiving facility 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.

*A post -probationary nurse who transfers will not be required to serve a second probationary period at the receiving facility.*

*A transferred nurse who does not wish to remain at the receiving facility may, within 60 days from the date of her/his transfer, opt to be "laid-off " from the sending facility and may have her/his name placed on the Central Redeployment list. Seniority will be a combination of the sending and receiving facilities. [Cross-reference Memo - Redeployment - 4.02(f)]*

## **B. Temporary Transfer of Employees**

- (i) To facilitate temporary transfers to facilities experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another facility shall be offered the opportunity to work in the facility(s) experiencing the need for additional employees.



*Provision to allow the temporary transfer of qualified nurses on a voluntary basis to work their "scheduled shifts (from the sending facility)/occasional additional shifts" in another facility of the WRHA.*

- (ii) Temporary transfers shall not be implemented until the applicable provisions of the Collective Agreement of the receiving facility relating to the assigning of occasional additional shifts are fulfilled.

*Temporary transfers referred to in 5. B. (i) will not be implemented until the applicable provisions for assigning "term positions/occasional additional shifts" in the receiving facility have been satisfied.*

- (iii) The temporarily transferred employees will continue to be covered by the terms of the sending facility's Collective Agreement.

*The nurse who is temporarily transferred will continue to be an employee of the sending facility and to be covered by the collective agreement of the sending facility i.e. she/he will be treated as if the scheduled shifts (from sending facility)/occasional additional available shifts were worked at his/her own Employer's premises.*

- (iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the facility(s) reserve the right to transfer employees, commencing with the most junior qualified employee at the sending facility.

*If insufficient numbers of qualified nurses volunteer for temporary transfers, the Employer will have the right to temporarily transfer the nurses to fill the need for additional nurses, commencing with the most junior qualified nurse(s). [Cross-reference Memo #19 Interpretation paragraph 3 and Memo - Mobility – 20]*

- (v) Orientation as set out in (5)(a)(iii) above will be provided if reasonably possible.

*Adequate "orientation" will be provided for temporarily transferred nurses. [Cross-reference Memo - Mobility #25 - 3 and Memo #24 Interpretation paragraph 4.]*

### C. Voluntary Transfers to Vacancies

As bargaining unit vacancies arise that any of the Facilities 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 will have the right to apply for said vacancy.

If the selected employee is a current employee of one of the nine (9) facilities, 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.

*"City wide posting" of positions in WRHA facilities may occur simultaneous with "internal" posting of positions. If the successful applicant for a position is currently employed by another WRHA facility, he/she will be entitled to transfer seniority earned in her/his previous position to the receiving facility, in addition to other accumulated benefits which are identified in the Letter of Understanding on Redeployment Principles. The seniority transferred will be calculated based on the collective agreement provisions of the receiving facility.*

- (iii) Where there are no qualified internal applicants, positions will be awarded in the following order:
  - Recall of laid off workers from the facility posting the vacancy (unless otherwise stipulated in the applicable collective agreement);
  - Applicants from the Redeployment List;
  - Applicants from one of the other nine (9) facilities;
  - Applicants external to the nine (9) facilities.

*Sets out the "pecking order" for the awarding of positions in WRHA facilities when there are no qualified internal applicants.*

### 6. Seniority

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

*MNU seniority shall continue to be calculated and applied within each facility in accordance with the terms of the applicable collective agreement and in accordance with past practice. There shall be no change in the calculation of and application of seniority for "internal" purposes within each facility.*

- 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.

*B. & C. Mobility seniority is a "leveling formula" which is utilized when a transfer is effected. The intention is to ensure that transferring nurses are treated from a seniority perspective as if they had always been employed by the receiving facility. To create this "leveling" it is necessary to have a formula for converting seniority accrued by a nurse at a sending facility which does not accrue seniority based on regular paid hours.*

**Note:** *Nurses transferring into St. Boniface or Misericordia will have seniority calculated and converted in keeping with the St. Boniface or Misericordia Collective Agreement. A nurse hired at the sending facility prior to 1991 will receive seniority, upon transfer to St. Boniface or Misericordia, according to their start date at the sending facility. Nurses hired at the sending facility after 1991 will receive seniority upon transfer to St. Boniface or Misericordia, according to the regular hours formula.*

- 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.

*There is an onus on the Employer to verify the accuracy of their calculation of mobility seniority.*

- 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, or

- (ii) has voluntarily transferred to another facility 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).

*Note: "E" no longer applies as nurses who met the criteria in (i) and (ii) had until January 31, 2000 to have the adjustment made.*

## **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.

*To the fullest extent possible, the regular grievance/arbitration process set out in the collective agreement must continue to be used to settle disputes which arise between Employer(s) and the MNU.*

*There will be some disputes however relative to interpretation/ application of this memorandum that will need to be handled as set out in the "Staff Mobility Dispute Resolution Mechanism". The reason for this is that an arbitrator appointed through the Staff Mobility Dispute Resolution Mechanism will have an "expanded jurisdiction" to deal with disputes that arise at any facility that is signatory to the memorandum.*

**One example:**

*A nurse from WRHA Facility A applies for a position at WRHA Facility B. She is qualified for the position.*

*WRHA Facility B hires an external applicant not currently employed in a WRHA Facility.*

*An Arbitrator appointed under the Staff Mobility Dispute Resolution Mechanism will have the jurisdiction to order Facility B to comply with the Staff Mobility Memorandum and specifically Section 5. C. (iii) of same.*

*An Arbitrator appointed under the collective agreement at Facility A will only have jurisdiction to resolve disputes arising within Facility A. Therefore, it would be pointless to file a grievance under the collective agreement at Facility A.*

## **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 Nine Facilities 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 to another in accordance with the provisions of Article 5 (A), the Employer shall endeavour 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.

It is further agreed that should it be necessary to temporarily transfer nurses from one facility 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 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.

*Adjustments shall mean either an increase or decrease.*

## **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**

*As of 2007 Collective Agreement, these guidelines are now in the form of a Letter of Understanding Supplementary to the Collective Agreement.*

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:** 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.

*If a nurse gets hired into a new job before or after termination from the sending facility and she/he starts the new position within 6 weeks of termination from the sending facility, she/he will be able to mobilize seniority, service and benefits to the receiving facility.*

*It is important to note that when terminating from the sending facility, you cannot go casual at the sending facility if you are intending to mobilize to a new Employer because once you go casual you have nothing to mobilize. Once you have commenced your job at the receiving facility, you can apply for a casual position at the sending facility without jeopardizing mobility options.*

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.

*This is a new process that creates a Union and Employer partnership to promote standardization and consistency in nursing position classifications provincially.*

## **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.

*This provision will allow for groups of nurses to voluntarily opt into a group self-scheduling process. It is hoped that this kind of self-scheduling allows nurses to take more control over their work life balance. It is hoped that nurses who are currently using multiple interchanges to manage their schedule, can use this memo to gain greater predictability and stability. This provision allows the local/worksites president to be involved and monitor the process. Please note that the new scheduling process allows for nurses to opt in or out after satisfying a six month commitment to a self-scheduling arrangement.*

*Please be sure to consult with the LRO before initiating a Group Self Scheduling Plan.*

### **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.

*The Joint Safe Patient Care Committee will be meeting monthly starting in September, 2014.*

### **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.

*This memorandum exists for the life of this collective agreement only. It is intended to be used to streamline filling vacancies where requirements for qualifications and experience have been met. Please note that it does not apply to Nurse III, IV and V positions in acute and long term care and Clinical Nurse Specialists and Nurse Practitioners positions. It does apply to community nursing positions provincially.*

### **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.

*This Memorandum of Understanding enshrines the commitment of the parties to actively participate in discussions intended to ensure that quality health care is provided to the citizens of Manitoba. Access to the Deputy Minister of Health ensures that nurse's voices are heard at the highest levels of government. These discussions will take place in tandem with the Joint Safe Patient Care Committee.*

## INDEPENDENT ASSESSMENT COMMITTEE (IAC)

### Chairpersons as per 1104(a)(i):

Nancy Brown  
Jan Currie

Judy Kaprowy  
Brenda Lesyk

Yvonne Oxe  
Laverne Sturtevant

wmg.cope/342

## EXCERPT FROM MNU HANDBOOK

### ***HARASSMENT AND ABUSE BETWEEN MEMBERS - PROTOCOL REGARDING UNION REPRESENTATION (ARTICLE 7A.04)***

The Workplace Safety and Health Act mandates that employers protect workers from violence and harassment in the workplace. The provisions address psychological harassment, such as intimidation, bullying and humiliation. Employers are required to put in place measures to prevent harassment and address it if it occurs.

These measures must include a harassment prevention policy and the employer must make sure that all workers know to follow this policy at all times. The harassment prevention policy must explain how to make a formal complaint about harassment, how the complaint will be investigated, and how the complainant and person accused of harassment will be informed of the results of the investigation. The employer is required to take corrective action respecting any person under the employer's direction who subjects a worker to harassment.

Two main types of harassment are covered under the regulation:

- (a) The first type is defined as any inappropriate conduct, comment, display, action or gesture by a person that is made on the basis of race, creed, religion, colour, sex, sexual orientation, gender determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin.
- (b) The second type relates to what is sometimes referred to as "bullying". This may involve severe, repeated conduct that adversely affects a worker's psychological or physical well being if it could reasonably cause a worker to be humiliated or intimidated, or a single occurrence, if it is shown to have a lasting, harmful effect on a worker.

The MNU Collective Agreement, Article 7A.04, states:

*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.*

MNU and its representatives bear a duty to fair representation of all members. This obligation continues to apply in the case when one member of the bargaining unit alleges that she/he has been harassed and/or abused by another member of the same bargaining unit. In this event, to make every reasonable effort to ensure that there is no perception of unfair representation and/or of bias against one member over another, the following protocol shall apply:

- i. In order for a nurse who feels that she/he has been abused and/or harassed to have a grievance under the Collective Agreement, the nurse must first report her/his concerns to her/his immediate supervisor. This should be done in writing in accordance with the applicable Respectful Workplace Policy.
- ii. Local/Worksite Leaders may refer the nurse(s) to the Labour Relations Officer (LRO) assigned to the Local/Worksite. The complainant and the respondent will each be offered separate representation by a different LRO during the investigation and resolution process.
- iii. The role of each LRO will be to provide representation for the member at any investigative, disciplinary and/or mediation meetings in accordance with the principles of the duty to fair representation.
- iv. The employer must then investigate the complaint. MNU representatives will not participate in any form of joint investigation with the employer.
- v. However, the MNU representatives may conduct their own individual investigation, separate and apart from the employer. This is similar to the form of investigation that the MNU would conduct prior to considering the filing of any grievance.
- vi. The employer must then make a decision as to whether it intends to take any action in response to the complaint of abuse. The MNU shall not participate in the determination of any penalty or recommendations in regard to such alleged abuse/harassment, in order to avoid a perception that the representative(s) have had any part in the imposition of any form of sanction, recommendation, or discipline.
- vii. Any further action by the MNU will depend upon the actions taken by the employer in response to the complaint and investigation of alleged abuse/harassment:

- i. The MNU may file a grievance on behalf of the complainant if the employer is perceived to have condoned and/or failed to end the harassment/abuse.
- ii. The MNU may file a grievance on behalf of the respondent if it is perceived that the discipline imposed is unfair and unreasonable.
- iii. If the grievance filed on behalf of the complainant is successful, and the employer subsequently imposes some harsher form of discipline or sanction upon the abusing/harassing nurse, then the MNU would only consider filing a grievance on behalf of the abusing/harassing nurse if the penalty imposed is far too severe or extreme. So long as the penalty or sanction imposed is within the bounds of reasonableness, the MNU would not consider filing a second grievance contesting the discipline imposed by the employer on the abusing nurse, since the employer was only responding to the first grievance filed by the Union demanding that the employer take some action against the abusing/harassing nurse.

The aforementioned protocol would be applicable where one member of the bargaining unit is accusing another member of the bargaining unit of abuse/harassment. If a member of the MNU bargaining unit is alleging abuse/harassment by a person outside of the bargaining unit, then the normal and usual procedure involved in processing any potential grievance will be followed.

March, 2011  
Cope/342

This is an **unofficial version**.

If you need an official copy, use the bilingual (PDF) version.

This version is current as of **May 26, 2014**.

It has been in effect since **April 1, 2014**.

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## C.C.S.M. c. W210

# The Workplace Safety and Health Act

Table of Contents

Bilingual (PDF)

Regulations

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Manitoba, enacts as follows:

## DEFINITIONS

### Definitions

1 In this Act, unless otherwise specified,

**"advisory council"** means the Advisory Council on workplace safety and health established under this Act; (« Conseil consultatif »)

**"agency of the government"** means any board, commission, association, or other body, whether incorporated or unincorporated, all the members of which, or all the members of the board of management or board directors of which,

(a) are appointed by an Act of the Legislature or by the Lieutenant Governor in Council, or

(b) if not so appointed, are, in the discharge of their duties, public officers or servants of the Crown, or, for the proper discharge of their duties are, directly or indirectly, responsible to the Crown; (« organisme gouvernemental »)

**"Board"** means The Manitoba Labour Board established under *The Labour Relations Act*; (« Commission »)

**"branch"** means the Workplace Safety and Health Branch; (« Direction »)

**"chief occupational medical officer"** means the person designated as Chief Occupational Medical Officer under this Act; (« médecin du travail en chef »)

**"chief prevention officer"** means the Chief Prevention Officer appointed under section 17.1; (« conseiller principal en prévention »)

**"committee"** means a workplace safety and health committee established under section 40; (« comité »)

**"construction project"** means

(a) the construction, demolition, repair, alteration or removal of a structure, building, complex, street, road, highway, pipeline, sewage system or electrical telecommunication or transmission line,

(b) the digging of, working in or filling a trench or excavation,

(c) the installation, modification, repair or removal of any equipment or machinery, or

(d) any work prescribed by regulation as a construction project; (« projet de construction »)

**"construction project site"** means a workplace where work is performed on a construction project; (« chantier de construction »)

**"contractor"** means a person who, pursuant to one or more contracts, directs the activities of one or more employers or self-employed persons involved in work at a workplace; (« entrepreneur »)

**"department"** means such department of the government of Manitoba as may be designated by the Lieutenant Governor in Council for the purpose of this Act; (« ministère »)

**"director"** means the Director of the Workplace Safety and Health Branch appointed under subsection 14(4.1); (« directeur »)

**"discriminatory action"** means any act or omission by an employer or any person acting under the authority of the employer or any union which adversely affects any term or condition of employment, or of membership in a union, and without restricting the generality of the foregoing includes lay-off, suspension, dismissal, loss of opportunity for promotion, demotion, transfer of duties, change of location of workplace, reduction in wages, or change in working hours but does not include the temporary relocation of a worker to other similar or equivalent work without loss of pay or benefits until a condition that threatens the safety or health of the worker is remedied; (« mesure discriminatoire »)

**"employer"** includes

- (a) every person who, by himself or his agent or representative employs or engages one or more workers, and
- (b) the Crown and every agency of the government; (« employeur »)

**"health"** means the condition of being sound in body, mind and spirit, and shall be interpreted in accordance with the objects and purposes of this Act; (« santé »)

**"improvement order"** means an order made under section 26; (« ordre d'amélioration »)

**"minister"** means the member of the Executive Council charged by the Lieutenant Governor in Council with the administration of this Act; (« ministre »)

**"occupational health nurse"** means a registered nurse as defined by *The Registered Nurses Act*; (« infirmière hygiéniste »)

**"occupational health service"** means a service organized in or near a workplace for the purposes of

- (a) protecting workers against any health hazard that may arise out of their work or the conditions under which it is carried on,
- (b) ensuring the physical and mental adjustment of workers in their employment and ensuring their assignment to jobs for which they are suited, and
- (c) contributing to the establishment and maintenance of a high degree of physical and mental well-being of the workers; (« service d'hygiène »)

**"owner"**, in relation to any land or premises used or to be used as a workplace, includes

- (a) a trustee, receiver, mortgagee in possession, tenant, lessee, licensee or occupier of the land or premises, and
- (b) a person who acts for or on behalf of an owner as an agent or delegate,

but does not include a person who occupies premises used as a private residence, unless that person carries on a business, profession or trade at that residence; (« propriétaire »)

**"person"** includes a partnership or an unincorporated association; (« personne »)

**"physician"** means a duly qualified medical practitioner; (« médecin »)

**"prime contractor"** means the prime contractor for a construction project referred to in section 7; (« entrepreneur principal »)

**"representative"** means a worker safety and health representative designated or appointed under section 41; (« délégué »)

**"safety"** means the prevention of physical injury to workers and the prevention of physical injury to other persons arising out of or in connection with activities in the workplace; (« sécurité »)

**"safety and health officer"** means a person designated as a safety and health officer under this Act; (« agent de sécurité et d'hygiène »)

**"stop work order"** means an order made under section 36; (« ordre d'arrêt du travail »)

**"supervisor"** means a person who has charge of a workplace or authority over a worker; (« surveillant »)

**"supplier"** means a person who supplies, sells, leases, installs or provides

- (a) any tool, equipment, machine or device, or
- (b) any biological substance or chemical substance,



to be used in a workplace; (« fournisseur »)

**"union"** means a union as defined under *The Labour Relations Act*; (« syndicat »)

**"welfare"** means the conditions or facilities, in or near a workplace, provided for the feeding, rest, hygiene or sanitary requirements of a worker; (« bien-être »)

**"worker"** includes

- (a) any person who is employed by an employer to perform a service whether for gain or reward, or hope of gain or reward or not,
- (b) any person engaged by another person to perform services, whether under a contract of employment or not
  - (i) who performs work or services for another person for compensation or reward on such terms and conditions that he is, in relation to that person, in a position of economic dependence upon that person more closely resembling the relationship of any employee than that of an independent contractor, and
  - (ii) who works or performs services in a workplace which is owned or operated by the person who engages him to perform services,
- (c) any person undergoing training or serving an apprenticeship at an educational institution or at any other place; (« travailleur »)

**"worker safety and health representative"** means the person designated as a worker safety and health representative under this Act; (« délégué à la sécurité et à la santé des travailleurs »)

**"workplace"** means any building, site, workshop, structure, mine, mobile vehicle, or any other premises or location whether indoors or outdoors in which one or more workers, or self-employed persons, are engaged in work or have worked. (« lieu de travail »)

S.M. 2002, c. 33, s. 3; S.M. 2013, c. 9, s. 2.

## PURPOSE OF THIS ACT

### General objects and purposes

**2(1)** The objects and purposes of this Act are

- (a) to secure workers and self-employed persons from risks to their safety, health and welfare arising out of, or in connection with, activities in their workplaces; and
- (b) to protect other persons from risks to their safety and health arising out of, or in connection with, activities in workplaces.

### Specific objects and purposes

**2(2)** Without limiting the generality of subsection (1), the objects and purposes of this Act include

- (a) the promotion and maintenance of the highest degree of physical, mental and social well-being of workers;
- (b) the prevention among workers of ill health caused by their working conditions;
- (c) the protection of workers in their employment from factors promoting ill health;
- (d) the placing and maintenance of workers in an occupational environment adapted to their physiological and psychological condition; and
- (e) the promotion of workers' rights
  - (i) to know about safety and health hazards in their workplaces,
  - (ii) to participate in safety and health activities at their workplaces,
  - (iii) to refuse dangerous work, and
  - (iv) to work without being subject to discriminatory action.

S.M. 2013, c. 9, s. 3.

## APPLICATION OF THIS ACT

### Application of Act

**3** This Act applies to

- (a) the Crown in right of Manitoba and every agency of the government;
- (b) every employer, worker and self-employed person whose workplace safety, health and welfare standards are ordinarily within the exclusive jurisdiction of the Legislature to regulate; and
- (c) the Crown in right of Canada, every agency of the government of Canada, and every other person whose workplace safety, health and welfare standards are ordinarily within the jurisdiction of the Parliament of Canada, to the extent that the Crown in right of Canada may submit to the application of this Act.

## DUTIES OF EMPLOYERS

### General duties of employers

**4(1)** Every employer shall in accordance with the objects and purposes of this Act

- (a) ensure, so far as is reasonably practicable, the safety, health and welfare at work of all his workers; and
- (b) comply with this Act and regulations.

### Further duties of employer

**4(2)** Without limiting the generality of an employer's duty under subsection (1), every employer shall

- (a) provide and maintain a workplace, necessary equipment, systems and tools that are safe and without risks to health, so far as is reasonably practicable;
- (b) provide to all his workers such information, instruction, training, supervision and facilities to ensure, so far as is reasonably practicable, the safety, health and welfare at work of all his workers;
- (c) ensure that all his workers, and particularly his supervisors, foremen, chargehands or similar persons, are acquainted with any safety or health hazards which may be encountered by the workers in the course of their service, and that workers are familiar with the use of all devices or equipment provided for their protection;
- (d) conduct his undertaking in such a way as to ensure, so far as is reasonably practicable, that persons who are not in his service are not exposed to risks to their safety or health arising out of, or in connection with activities in his workplace;
- (e) consult and co-operate with the workplace safety and health committee where such a committee exists, regarding the duties and matters with which that committee is charged under this Act;
- (f) consult and co-operate with the worker safety and health representative where such a representative has been designated, regarding the duties and matters with which that representative is charged under this Act;
- (g) co-operate with any other person exercising a duty imposed by this Act, or the regulations;
- (h) ensure that all of the employer's workers are supervised by a person who
  - (i) is competent, because of knowledge, training or experience, to ensure that work is performed in a safe manner, and
  - (ii) is familiar with this Act and the regulations that apply to the work performed at the workplace;
- (i) if the employer's workers are working on a construction project that has a prime contractor, advise the prime contractor of the name of the supervisor of the employer's workers on the project.

### Employer as supervisor

**4(3)** For the purposes of clause (2)(h), an employer may supervise his or her workers if he or she satisfies the criteria set out in that clause.

### Employer's duty re training

**4(4)** Without limiting the generality of clause (2)(b), every employer shall provide information, instruction and training to a worker to ensure, so far as is reasonably practicable, the safety, and health of the worker, before the worker

- (a) begins performing a work activity at a workplace;
- (b) performs a different work activity than the worker was originally trained to perform; or
- (c) is moved to another area of the workplace or a different workplace that has different facilities, procedures or hazards.

#### **Performing work activity during training**

**4(5)** Notwithstanding subsection (4), a worker may perform a work activity while being trained if the worker is under the direction of a supervisor or another person who is fully trained and has sufficient experience in performing that work activity to ensure that the safety or health of the worker and any other person is not at risk.

#### **Wages and benefits during training**

**4(6)** A worker is entitled to the same wages and benefits for any time spent in training that he or she would be entitled to had the worker been performing his or her regular work duties during that time.

S.M. 2002, c. 33, s. 7.

### **DUTIES OF SUPERVISORS**

#### **Duties of supervisors**

**4.1** Every supervisor shall

- (a) so far as is reasonably practicable,
  - (i) take all precautions necessary to protect the safety and health of a worker under his or her supervision,
  - (ii) ensure that a worker under his or her supervision works in the manner and in accordance with the procedures and measures required by this Act and the regulations, and
  - (iii) ensure that a worker under his or her supervision uses all devices and wears all clothing and personal protective equipment designated or provided by the employer or required to be used or worn by this Act or the regulations;
- (b) advise a worker under his or her supervision of all known or reasonably foreseeable risks to safety and health in the area where the worker is performing work;
- (c) co-operate with any other person exercising a duty imposed by this Act or the regulations; and
- (d) comply with this Act and the regulations.

S.M. 2002, c. 33, s. 7.

### **DUTIES OF WORKERS**

#### **General duties of workers**

**5** Every worker while at work shall, in accordance with the objects and purposes of this Act,

- (a) take reasonable care to protect his safety and health and the safety and health of other persons who may be affected by his acts or omissions at work;
- (b) at all times, when the nature of his work requires, use all devices and wear all articles of clothing and personal protective equipment designated and provided for his protection by his employer, or required to be used and worn by him by the regulations;
- (c) consult and co-operate with the workplace safety and health committee, where such a committee exists, regarding the duties and matters with which that committee is charged under this Act;

- (d) consult and co-operate with the worker safety and health representative, where such a representative has been designated, regarding the duties and matters with which that representative is charged under this Act;
- (e) comply with this Act and the regulations; and
- (f) co-operate with any other person exercising a duty imposed by this Act or the regulations.

## DUTIES OF SELF-EMPLOYED PERSONS

### General duties of self-employed persons

- 6 Every self-employed person shall, in accordance with the objects and purposes of this Act,
- (a) conduct his undertaking in such a way as to ensure, so far as is reasonably practicable, that he or any other person is not exposed to risks to his or that person's safety or health, arising out of, or in connection with, activities in his workplace;
  - (a.1) when he or she is working on a construction project that has a prime contractor, advise the prime contractor that he or she is working on the project;
  - (b) comply with this Act and the regulations; and
  - (c) co-operate with any other person exercising a duty imposed by this Act or the regulations.

S.M. 2002, c. 33, s. 10.

## DUTIES OF PRIME CONTRACTORS

### Requirement for prime contractor

- 7(1) There shall be a prime contractor for a construction project if more than one employer or self-employed person is involved in work at the construction project site at the same time.

### Prime contractor for construction project

- 7(2) The prime contractor for a construction project is
- (a) the person who enters into a contract to serve as the prime contractor with the owner of the construction project site; or
  - (b) if there is no contract referred to in clause (a), or if that contract is not in effect, the owner of the construction project site.

### Duties of prime contractor

- 7(3) The prime contractor for a construction project shall
- (a) ensure, so far as is reasonably practicable, that every person involved in work on the project complies with this Act and the regulations;
  - (b) co-ordinate, organize and oversee the performance of all work at the construction project site and conduct his or her own activities in such a way as to ensure, so far as is reasonably practicable, that no person is exposed to risks to his or her safety or health arising out of, or in connection with activities at the construction project site;
  - (c) co-operate with any other person exercising a duty imposed by this Act or the regulations; and
  - (d) comply with this Act and the regulations.

S.M. 2002, c. 33, s. 11.

## DUTIES OF CONTRACTORS

### Duties of contractors

- 7.1 Every contractor shall

- (a) ensure, so far as is reasonably practicable,
  - (i) that every workplace where an employer, employer's worker or self-employed person works pursuant to a contract with the contractor, and
  - (ii) that every work process or procedure performed at a workplace by an employer, employer's worker or self-employed person pursuant to a contract with the contractor,that is not in the direct and complete control of that employer or self-employed person does not create a risk to the safety or health of any person;
- (b) if the contractor is involved in work on a construction project that has a prime contractor, advise the prime contractor of the name of every employer or self-employed person with whom the contractor has contracted to perform work on the project;
- (c) co-operate with any other person exercising a duty imposed by this Act or the regulations; and
- (d) comply with this Act and the regulations.

S.M. 2002, c. 33, s. 12.

## DUTIES OF OWNERS

### Duties of owners

**7.2** Every owner of a workplace shall

- (a) ensure, so far as is reasonably practicable, that the land or premises used as a workplace that is under his or her control is provided and maintained in a manner that does not create a risk to the safety or health of any person;
- (b) co-operate with any other person exercising a duty imposed by this Act or the regulations; and
- (c) comply with this Act and the regulations.

S.M. 2002, c. 33, s. 12.

## DUTIES OF SUPPLIERS

### Duties of suppliers

**7.3** Every supplier shall

- (a) ensure, so far as is reasonably practicable, that any tool, equipment, machine, device or chemical or biological substance provided by the supplier for use at a workplace
  - (i) is safe when used in accordance with the instructions provided by the supplier, and
  - (ii) conforms with the requirements of this Act and the regulations;
- (b) when prescribed by regulation, provide written instructions and information prescribed by regulation to every employer, self-employed person, contractor or prime contractor to whom the supplier supplies any tool, equipment, machine, device or chemical or biological substance; and
- (c) comply with this Act and the regulations.

S.M. 2002, c. 33, s. 12.

## WORKPLACE SAFETY AND HEALTH PROGRAM

### Establishment of workplace safety and health program

**7.4(1)** An employer shall establish a written workplace safety and health program for each workplace where 20 or more workers of that employer are regularly employed.

### Determining number of workers

**7.4(2)** For the purposes of subsection (1), the number of workers employed at a workplace shall be determined by averaging, over the previous 12 months, the number of full-time and part-time workers present each working day.

#### **Program for multiple workplaces**

**7.4(3)** Notwithstanding subsection (1), the director may issue a written order permitting an employer to establish a workplace safety and health program for more than one workplace or parts of more than one workplace.

#### **Considerations of director**

**7.4(4)** In determining whether to make an order under subsection (3), the director shall take into account

- (a) the nature of the work performed at the workplace;
- (b) any request for an order by an employer, worker or union representing workers at the workplace; and
- (c) the frequency of injury or illness in the workplace or in the industry in question.

#### **Content of program**

**7.4(5)** A workplace safety and health program must include

- (a) a statement of the employer's policy with respect to the protection of the safety and health of workers at the workplace;
- (b) the identification of existing and potential dangers to workers at the workplace and the measures that will be taken to reduce, eliminate or control those dangers, including procedures to be followed in an emergency;
- (c) the identification of internal and external resources, including personnel and equipment, that may be required to respond to an emergency at the workplace;
- (d) a statement of the responsibilities of the employer, supervisors and workers at the workplace;
- (e) a schedule for the regular inspection of the workplace and of work processes and procedures at the workplace;
- (f) a plan for the control of any biological or chemical substance used, produced, stored or disposed of at the workplace;
- (g) a statement of the procedures to be followed to protect safety and health in the workplace when another employer or self-employed person is involved in work at the workplace that includes
  - (i) criteria for evaluating and selecting employers and self-employed persons to be involved in work at the workplace, and
  - (ii) procedures for regularly monitoring employers and self-employed persons involved in work at the workplace;
- (h) a plan for training workers and supervisors in safe work practices and procedures;
- (i) a procedure for investigating accidents, dangerous occurrences and refusals to work under section 43;
- (j) a procedure for worker participation in workplace safety and health activities, including inspections and the investigation of accidents, dangerous occurrences and refusals to work under section 43;
- (k) a procedure for reviewing and revising the workplace safety and health program every three years or more often if circumstances at a workplace change in a way that poses a risk to the safety or health of workers at the workplace; and
- (l) any other requirement prescribed by regulation.

#### **Requirement for consultation**

**7.4(6)** The employer shall design the workplace safety and health program in consultation with

- (a) the committee for the workplace; or
- (b) if there is no committee, the representative for the workplace.

#### **Program available on request**

**7.4(7)** The employer shall make a workplace safety and health program available to the following persons on request:

- (a) the committee;
- (b) if there is no committee, the representative;
- (c) a worker at the workplace;
- (d) a safety and health officer.

#### **Co-ordination of programs by prime contractor**

**7.4(8)** If workers from two or more employers that have workplace safety and health programs are working at a construction project site that has a prime contractor, the prime contractor shall co-ordinate the programs of those employers.

S.M. 2002, c. 33, s. 12; S.M. 2013, c. 9, s. 4.

### **DUTY TO PROVIDE REQUIRED INFORMATION**

#### **Definition: "required information"**

**7.5(1)** In this section, "**required information**" means any information

- (a) that may affect the safety and health of a person at a workplace;
- (b) that is necessary to identify and control any existing or potential hazards with respect to a workplace or any process, procedure or biological or chemical substance used at a workplace; or
- (c) prescribed by regulation as required information.

#### **Required information by prime contractor**

**7.5(2)** Every prime contractor for a construction project shall provide, so far as is reasonably practicable, all required information that he or she knows or may reasonably be expected to know to

- (a) the owner of the construction project site; and
- (b) every contractor, employer and self-employed person who is involved in work on the project.

#### **Required information by contractor**

**7.5(3)** Every contractor shall provide, so far as is reasonably practicable, all required information that he or she knows or may reasonably be expected to know to

- (a) every owner of a workplace with whom the contractor has a contract;
- (b) every employer and self-employed person at a workplace with whom the contractor has a contract; and
- (c) the prime contractor for a construction project, if the contractor is involved in work on a construction project for which there is a prime contractor.

#### **Required information by owner**

**7.5(4)** Every owner of a workplace shall provide, so far as is reasonably practicable, all required information that he or she knows or may reasonably be expected to know to

- (a) every employer who employs workers at the workplace; and
- (b) every self-employed person who works at the workplace.

#### **Required information by owner of construction project**

**7.5(5)** Despite subsection (4), if a workplace is a construction project site where work is performed on a construction project that is required to have a prime contractor, an owner of that workplace shall provide, so far as is reasonably practicable, all required information that he or she knows or may reasonably be expected to know only to the prime contractor.



## PERSONS WITH MULTIPLE FUNCTIONS

### Definition: "function"

**7.6(1)** In this section, "**function**" means the function of employer, supervisor, worker, self-employed person, prime contractor, contractor, owner or supplier under this Act and the regulations.

### Multiple functions

**7.6(2)** If a person has two or more functions under this Act in respect of one workplace, that person shall satisfy the duties imposed by this Act and the regulations for each function.

S.M. 2002, c. 33, s. 12.

### Responsibility if duties apply to more than one person

**7.7** If

- (a) one or more provisions in this Act or the regulations imposes the same duty on more than one person; and
- (b) one of the persons subject to that duty complies with the applicable provision;

the other persons subject to that duty are relieved of their duty only during the time when

- (c) simultaneous compliance of that duty by more than one person would result in unnecessary duplication of effort and expense; and
- (d) the safety and health of any person at the workplace is not put at risk by compliance with that duty by only one person.

S.M. 2002, c. 33, s. 12.

## RELATIONSHIP OF THIS ACT TO *THE WORKERS COMPENSATION ACT*

### Effect on compensation

**8** The failure to comply with any provision of this Act or the regulations does not affect the right of a worker to compensation under *The Workers Compensation Act*.

### Effect on liabilities

**9** The liabilities and obligations of any person under *The Workers Compensation Act* are not decreased, reduced, or removed, by reason only of his compliance with the provisions of this Act or the regulations.

**10** Renumbered as subsection 14(4).

**11(1)** [Repealed] S.M. 1991-92, c. 36, s. 65.

**11(2)** Renumbered as subsection 14(5).

S.M. 1991-92, c. 36, s. 65.

## DUTIES AND POWERS OF THE DIRECTOR

### Duties of director

**12** The director shall, in accordance with the objects and purposes of this Act,

- (a) be concerned with workplace safety and health generally, and with the maintenance of reasonable standards for the protection of the safety and health of workers and self-employed persons in Manitoba;
- (b) be responsible for the administration of this Act and the regulations;

- (c) submit from time to time to the minister such recommendations as he considers appropriate for the making of regulations;
- (d) ensure that persons and organizations concerned with the purposes of this Act are provided with information and advice pertaining to its administration and to the protection of the safety and health of workers generally;
- (e) prepare and maintain or cause to be prepared and maintained illness, death and accident statistics relating to workers and self-employed persons, and do so either alone or in conjunction with The Workers Compensation Board, the Department of Health, or any other department, agency or commission; and
- (f) do such other things in connection with safety and health in the workplace as the minister may direct, for the purposes of carrying out the provisions of this Act and the regulations and the provisions of any other Act or regulations assigned to the minister for administration.

S.M. 2013, c. 9, s. 5.

#### **Powers of director**

**13** The director may, in accordance with the objects and purposes of this Act,

- (a) provide assistance to persons concerned with safety and health in the workplace, and provide services to assist workplace safety and health committees, employers and workers in maintaining reasonable standards for the protection of the safety and health of workers;
- (b) carry out studies and research, or cause studies and research to be carried out, and make arrangements for the publication of results of research, in matters relating to the safety and health of workers;
- (c) encourage, develop and conduct, either alone or in co-operation with organizations concerned with the purposes of this Act, education and information programs for promoting the safety and health of workers and for improving the qualifications of persons concerned with workplace safety and health;
- (d) make recommendations to the minister regarding grants of moneys for any of the purposes referred to in this section;
- (d.1) make recommendations to the minister regarding workplace safety and health and the prevention of workplace injury and illness;
- (d.2) coordinate examinations and investigations
  - (i) for determining the cause and particulars of any accident or ill health occurring to a worker, or self-employed person, and arising out of or in connection with activities in the workplace, or
  - (ii) for the prevention of accidents or ill health arising out of or in connection with activities in the workplace; and
- (e) perform such other functions as the minister may direct for the proper administration of this Act and the regulations.

S.M. 2013, c. 9, s. 6.

#### **Public reporting of orders and penalties**

**13.1** The director may issue public reports disclosing details of improvement orders, stop work orders and administrative penalties made or imposed under this Act. The reports may disclose personal information as defined in *The Freedom of Information and Protection of Privacy Act*.

S.M. 2013, c. 9, s. 7.

### **DUTIES AND POWERS OF THE MINISTER**

#### **Powers of minister**

**14(1)** The minister may, in accordance with the objects and purposes of this Act,

- (a) authorize the director or any other person to investigate and make a special report to him on any accident, occurrence, or any matter of safety and health in the workplace;

- (b) appoint the director or any other person to conduct a public inquiry into any matter of safety or health in the workplace, and the director or the person so appointed, for the purpose of an inquiry, has all the powers of a commissioner under Part V of *The Manitoba Evidence Act*;
- (c) appoint consultants and advisors who are professionally or technically qualified to advise him in the making of regulations, or to advise him on the administration of this Act or regulations;
- (d) call meetings of the advisory council on workplace safety and health;
- (e) approve, with or without modifications, any recommendation submitted to the minister by the advisory council or the chief prevention officer;
- (f) do such other things as he deems necessary for the proper carrying out of this Act.

#### **Remuneration and expenses**

**14(2)** Subject to the approval of the Lieutenant Governor in Council, members of the advisory council and consultants or advisors may be paid such remuneration and out-of-pocket expenses as may be authorized by the minister.

#### **Payment of certain costs**

**14(3)** The minister may authorize the payment of certain costs

- (a) for investigative and consultative services; and
- (b) for medical examinations and reports made under this Act, the costs of which are not payable from public funds;

that may be carried out or rendered for the purposes of this Act.

#### **Administration of Act**

**14(4)** This Act is to be administered through the Workplace Safety and Health Branch of the department.

#### **Minister to appoint director**

**14(4.1)** The minister must appoint a person, in accordance with *The Civil Service Act*, as the Director of the Workplace Safety and Health Branch.

#### **Consolidated Fund**

**14(5)** To assist in defraying the expenses incurred in the administration of this Act moneys may be paid from the Consolidated Fund, if authorized by an Act of the Legislature to be so paid and applied.

S.M. 2002, c. 33, s. 14 and 15; S.M. 2013, c. 9, s. 8.

### **ADVISORY COUNCIL**

#### **Advisory council**

**15(1)** The Lieutenant Governor in Council may in accordance with subsection (2) appoint a council to be known as "The Advisory Council on Workplace Safety and Health", which shall consist of a chairperson and not less than six or more than 12 members.

#### **Composition of advisory council**

**15(2)** Of the members appointed under subsection (1),

- (a) 1/3 shall be appointed after consultations by the minister with organizations representing workers;
- (b) 1/3 shall be appointed after consultations by the minister with organizations representing employers; and
- (c) 1/3 shall be appointed after consultations by the minister with technical and professional bodies whose members are concerned with the general purposes of this Act.

#### **Chairperson**

**15(3)** In addition to the members appointed under subsection (1), the Lieutenant Governor in Council shall appoint a person, other than a person appointed under subsection (1), as chairperson of the advisory council; but the chairperson does not have a vote in the affairs of the advisory council.

#### **Term of office**

**15(4)** The chairperson and members of the advisory council shall hold office for a term of three years and thereafter until their successors are appointed.

#### **Quorum**

**15(5)** A majority of the members of the advisory council, which shall include two persons representing the views of workers and two persons representing the views of employers, constitute a quorum of the advisory council.

#### **Meetings of council**

**16(1)** The council shall meet at the call of the minister or the chairperson, but in any case at least once a year.

#### **Jurisdiction of council**

**16(2)** The council may advise or make recommendations to the minister on any one or more of the following matters;

- (a) workplace safety and health generally, and the protection of workers in specific workplace situations;
- (b) the appointment of consultants and advisors by the minister; and
- (c) any matter relating to workplace safety and health on which the minister seeks the council's opinion.

#### **Review every five years**

**16(3)** At least once every five years, the council shall review this Act and its administration and report its findings and recommendations, if any, to the minister.

#### **Review at request of minister**

**16(4)** The council shall review any matter relating to the Act and its administration when requested to do so by the minister and report its findings and recommendations, if any, to the minister.

S.M. 2002, c. 33, s. 19.

### **CHIEF OCCUPATIONAL MEDICAL OFFICER**

#### **Chief occupational medical officer**

**17(1)** The minister shall appoint as chief occupational medical officer for the purpose of this Act, a person who is a duly qualified medical practitioner and who has training and experience in occupational medicine.

#### **Powers of chief occupational medical officer**

**17(2)** The chief occupational medical officer has all the powers of a workplace safety and health officer as set out in this Act, and such other powers as may be conferred upon him by the minister or the regulations.

#### **Authorization for occupational health nurse**

**17(3)** The chief occupational medical officer may provide written authority to a person who is an occupational health nurse to enter a workplace for the purpose of enforcing provisions of this Act, and a person so authorized shall have such duties and powers as are prescribed for the person by the chief occupational medical officer, but the duties and powers prescribed shall not include any duties and powers that are not prescribed for a person who is appointed as a safety and health officer under this Act.

### **CHIEF PREVENTION OFFICER**

### **Chief prevention officer**

**17.1(1)** The minister must appoint a person as the chief prevention officer.

### **Term of appointment**

**17.1(2)** The chief prevention officer may be appointed for a term not exceeding five years and may be appointed for successive terms not exceeding five years.

### **Responsibilities**

**17.1(3)** The chief prevention officer has the following responsibilities:

- (a) to provide advice to the minister
  - (i) on the prevention of workplace injury and illness, and
  - (ii) on any other matter, as requested by the minister;
- (b) to develop recommendations, at the minister's request, respecting the prevention of workplace injury and illness;
- (c) to provide an annual report to the minister respecting the prevention of workplace injury and illness that includes
  - (i) an analysis of serious incidents at workplaces, including injury data, in order to identify current and emerging issues and trends respecting workplace injury and illness,
  - (ii) information on the progress being made in implementing government measures to prevent workplace injury and illness, and
  - (iii) an analysis of the effectiveness of prevention activities undertaken during the year;
- (d) to do any other thing in connection with the prevention of injury and illness in the workplace, as requested by the minister.

### **Annual report by chief prevention officer**

**17.1(4)** The minister must make the chief prevention officer's annual report available to the public by posting it on the department's website and by any other means the minister considers advisable.

### **Workplace injury and illness prevention recommendations**

**17.1(5)** The chief prevention officer's recommendations respecting the prevention of workplace injury and illness must include

- (a) a statement of the goals for preventing injury and illness in the workplace;
- (b) key performance indicators for measuring the achievement of the goals; and
- (c) any other matter specified by the minister.

### **Consultation**

**17.1(6)** In preparing the recommendations, the chief prevention officer must consult with

- (a) organizations representing workers;
- (b) organizations representing employers;
- (c) technical and professional bodies whose members are concerned with the general purposes of this Act;
- (d) other departments of the government and agencies of the government; and
- (e) any other persons or organizations that the minister considers advisable.

S.M. 2013, c. 9, s. 9.

## **REGULATIONS, CODES AND STANDARDS**

## Regulations

18(1) The Lieutenant Governor in Council may make regulations

- (a) respecting standards and practices to be established and maintained by employers, supervisors, self-employed persons, prime contractors, contractors, owners and suppliers to protect the safety and health of any person at a workplace;
- (b) respecting procedures, measures and precautions that are required, or prohibited, when performing any work activity;
- (c) imposing requirements respecting conditions at workplaces, including such matters as the structural condition and stability of premises, available exits from premises, cleanliness, temperature, lighting, ventilation, overcrowding, noise, vibrations, ionizing and other radiations, dust and fumes;
- (c.1) respecting the prohibition of smoking at workplaces, including deeming a contravention of *The Non-Smokers Health Protection Act* relating to workplaces to be a contravention of this Act for the purpose of issuing an improvement order under section 26;
- (d) prescribing minimum standards of welfare facilities at workplaces, including the supply of water, sanitary conveniences and facilities for washing, bathing, changing, storing personal property, breaks and refreshment;
- (e) regulating or prohibiting the manufacture, supply, or use of any plant, tool, equipment, machine or device;
- (f) respecting the design, construction, guarding, siting, installation, commissioning, examination, repair, maintenance, alteration, adjustment, dismantling, testing, inspection, use, or approval prior to installation or use, of any plant, tool, equipment, machine or device;
- (g) prescribing requirements with respect to the marking of any plant, tool, equipment, machine or device used or manufactured in any workplace, and regulating or restricting the use of specified markings;
- (h) regulating or prohibiting the manufacture, supply, keeping, handling or use of any substance or material that may adversely affect the safety or health of any person at a workplace;
- (i) respecting the testing, labelling and examination of any substance or material that may affect the safety or health of any person at a workplace;
- (j) respecting the prevention, study and treatment of industrial diseases, including arrangements for medical examinations and health surveillance of persons involved in work at a workplace;
- (k) respecting the monitoring of atmospheric and other conditions in workplaces;
- (l) respecting the instruction, training and supervision of workers;
- (m) respecting the provision by employers, and the use by workers, of protective clothing or devices, including clothing affording protection against the weather;
- (n) prohibiting the performance of specified functions by any person who does not possess specified qualifications or experience;
- (o) respecting licences, certificates or designations required by persons performing specified functions at a workplace, and the fees and conditions required to obtain a licence, certificate or designation;
- (p) requiring a person to obtain a permit to carry on a specified activity affecting the safety or health of any person at a workplace, including the terms and conditions and the fee for the permit;
- (q) respecting the suspension or cancellation of any licence, certificate or permit issued under this Act;
- (r) respecting the preparation, maintenance and submission of records and reports dealing with accidents, industrial diseases and workplace safety and health standards;
- (s) restricting, prohibiting or requiring any activity if an accident or any other specified dangerous occurrence has occurred, or may occur;
- (t) respecting committees, including but not limited to
  - (i) the operation of committees,
  - (ii) the frequency of meetings of committees, including more frequent meetings for specified classes of workplaces,
  - (iii) the participation of committees members in inspections, investigations and other related matters, and
  - (iv) the submission of committee records to the director;

- (u) respecting representatives, including but not limited to
  - (i) the participation of representatives in inspections, investigations and other related matters, and
  - (ii) the submission of representatives' records to the director;
- (v) respecting workplace safety and health programs;
- (w) prescribing the persons to whom, circumstances in which, and methods by which specified information concerning safety and health shall be communicated;
- (x) prescribing the fees payable for examinations required under this Act;
- (y) respecting arrangements for ambulance service and first-aid treatment at workplaces;
- (z) respecting the employment or the provision of alternate employment to
  - (i) a pregnant or nursing worker, and
  - (ii) a worker whose safety or health is put at risk by exposure to a chemical or biological substance;
- (aa) respecting the establishment of policies and procedures in workplaces or classes of workplaces to prevent and respond to potentially violent situations;
- (bb) respecting measures that employers shall take to prevent harassment in the workplace;
- (bb.1) for the purpose of section 21, respecting the criteria to be used and the procedures to be followed when determining whether to make an order, or to reconsider an order, exempting a person or class of persons from any provision of a regulation;
- (bb.2) for the purpose of section 40,
  - (i) respecting the procedures to be followed in determining whether to issue an order, or to reconsider an order, under subsection 40(6) or (7.1), and
  - (ii) respecting any additional criteria to be considered by the director under subsection 40(7);
- (cc) for the purpose of section 53.1,
  - (i) specifying the form and content of notices of administrative penalties,
  - (i.1) prescribing provisions of this Act or the regulations for the purposes of subclauses 53.1(1)(a)(ii) and (2)(a)(ii),
  - (ii) respecting the determination of amounts of administrative penalties, which may vary according to the number of workers affected by, or the nature or frequency of, the matter that gave rise to the issuance of the notice of administrative penalty, and
  - (iii) respecting any other matter necessary for the administration of a system of administrative penalties provided for under this Act;
- (dd) defining the meaning of any word or phrase used but not defined in this Act;
- (ee) respecting any matter required or authorized by this Act to be prescribed or dealt with by regulation;
- (ff) respecting any matter that the Lieutenant Governor in Council considers necessary or advisable to carry out the purposes of this Act.

### **Application of regulations**

**18(2)** A regulation made under subsection (1) may be made applicable generally to all workplaces, or particularly to one or more workplaces, or to such classes thereof as may be specified therein.

*S.M. 2002, c. 33, s. 22; S.M. 2004, c. 17, s. 10; S.M. 2013, c. 9, s. 10.*

### **Approval of codes of practice**

**19(1)** For the purpose of providing practical guidance with respect to the requirements of any provision of the regulations, the director may approve and issue such codes of practice or any amendment or revision thereof as in his opinion are suitable for that purpose.

### **Notice in Gazette**



**19(2)** Where a code of practice is approved by the director under subsection (1), he shall cause to be published in the Manitoba Gazette a notice identifying the code, specifying the provisions of the regulations to which it applies and stating the effective date of the approval.

#### **Failure to observe code, no offence**

**20(1)** The failure by any person to observe any provision of an approved code of practice is not of itself an offence.

#### **Admissibility of codes as evidence**

**20(2)** Where a person is charged with a breach of any provision of the regulations in respect of which the director has issued a code of practice, that code is admissible as evidence in a prosecution for the violation of the provision of the regulation.

#### **Certified copy of code required**

**20(3)** A copy of a code of practice, or any amendment or revision thereto as approved by the director, certified to be a true copy by the director shall be received as evidence in any court without proof of the signature or of the official character of the person purporting to have signed the certificate.

#### **Onus**

**20(4)** Where a code of practice is admitted as evidence under subsection (2), and a prima facie case of non-compliance with the code of practice is established, the onus is on the accused to prove that he has complied with the regulation.

#### **Exemption from regulation**

**21(1)** After consulting with any parties he or she considers appropriate, the director may, in accordance with the regulations, make a written order exempting a person or class of persons from any provision of a regulation to meet the special circumstances in a particular case.

#### **Considerations on exemptions**

**21(2)** The director may make an order under subsection (1) only if he or she is satisfied that no worker's health or safety is materially affected by the exemption and any criteria set out in the regulations are met.

#### **Terms and conditions of order**

**21(3)** The director may impose any terms or conditions in connection with the order that the director considers necessary to maintain the safety or health of a worker.

#### **Reconsideration of exemption order**

**21(4)** If, after making an order under this section, additional information comes to the attention of the director, the director may, in accordance with the regulations, reconsider the order and

- (a) confirm the order; or
- (b) vary, suspend or revoke the order if the director believes that
  - (i) he or she would have come to a different decision if the information had been known when the order was made, or
  - (ii) a worker's safety or health is materially affected by the order.

S.M. 2002, c. 33, s. 23; S.M. 2013, c. 9, s. 11.

### **SAFETY AND HEALTH OFFICERS**

#### **Appointment of safety and health officers**

**22(1)** The minister may appoint persons as safety and health officers for the purpose of enforcing this Act and the regulations.

### **Agreements with other provinces**

**22(2)** The minister may enter into an agreement with any province authorizing a person employed by that province to act as a safety and health officer for the purpose of this Act.

### **Inspections for other jurisdictions**

**22(3)** The minister may consent to have a safety and health officer carry out safety and health inspections or other work on behalf of another province or the Government of Canada upon such terms and conditions as he deems advisable.

### **Credentials to be provided to safety and health officer**

**22(4)** The minister shall provide each safety and health officer with written credentials of his appointment which the officer shall produce upon request when exercising or seeking to exercise any of the powers conferred on him under this Act.

### **Duties of safety and health officers**

**23** A safety and health officer shall

- (a) make such inspections and inquiries, and carry out such tests, as he deems necessary to ascertain whether compliance is being made with the provisions of this Act and the regulations; and
- (b) carry out such other duties as may be assigned to safety and health officers under this Act or the regulations.

### **Powers of safety and health officers**

**24(1)** For the purpose of enforcing this Act and the regulations, a safety and health officer may, at any reasonable time, or where in his opinion a situation exists that is or may be dangerous at any time

- (a) without a warrant and without prior notification enter any place or premises in which he has reason to believe workers or self-employed persons are working or were working, other than premises used for personal residential purposes;
- (b) under the authority of an order made under subsection (2), enter any premises used for personal residential purposes in which he has reason to believe workers or self-employed persons are working or were working;
- (c) take with him any other person, and such equipment and materials, as he needs to assist him; and arrange with the employer, or person in charge of the place or premises, for that other person to re-enter alone to perform specified duties;
- (d) make such examinations and investigations as he deems necessary for determining the cause and particulars of any accident or ill health occurring to a worker, or self-employed person, and arising out of or in connection with activities in the workplace, or for the prevention of accidents or ill health arising out of or in connection with activities in the workplace;
- (e) take such measurements and photographs, make such tests and recordings, and take such samples of articles or substances found in the place or premises, or of the atmosphere in or near the place or premises as he deems necessary;
- (f) test or cause to be tested any equipment in the place or premises, or for the purposes of testing, require the equipment to be removed to a place designated by the director;
- (f.1) require the employer or a person designated by the employer to demonstrate the use of any machinery, equipment, appliance or thing at a workplace;
- (g) cause any article, substance or sample taken pursuant to clause (e), to be dismantled or subjected to any process or test but not in such manner as to damage or destroy it unless under the circumstances damage thereto is unavoidable or necessary;
- (h) in the case of any article, substance or equipment mentioned in clauses (e) and (g), to take possession thereof and detain it for so long as is necessary for use as evidence in any proceedings or prosecution under this Act;
- (i) require any documents, books, or records that relate in any way to the safety and health in workplaces of workers, or self-employed persons, to be produced for inspection and to make copies thereof or take extracts therefrom;

- (j) require any person to provide him with facilities or assistance with respect to any matters or things within that person's control, or in relation to which that person has responsibilities;
- (k) in conducting any inspection, inquiry, investigation, or examination under this section, or under section 23 require any person, whom the officer has reasonable cause to believe to possess any information respecting the conditions of workplace safety, health and welfare, to attend an interview and to provide full and correct answers, either orally or in writing, to such questions as the officer thinks fit to ask; and the interview shall take place in the absence of persons other than a person nominated by the person being interviewed to be present, and any other person whom the officer may allow to be present;
- (l) direct that any workplace, or part thereof, or anything therein, be left undisturbed for such time as is reasonably necessary for any of the purposes specified in clauses (d), (e) and (g);
- (m) do such other things as may be authorized by the minister.

#### **Order for entry into residential premises**

**24(2)** A safety and health officer may apply to a judge of the Court of Queen's Bench for an order requiring the person in possession of any residential premises in which the safety and health officer has reason to believe workers or self-employed workers are working or were working to permit the safety and health officer to enter the residential premises for the purposes of inspecting them and, if the judge is satisfied that it is reasonable and necessary for the administration of the Act to grant such an order, he may grant the order.

S.M. 2002, c. 33, s. 25.

#### **Power of commissioner under Evidence Act**

**25** A safety and health officer, for the purpose of conducting an inspection, inquiry or investigation under this Act or the regulations, has all the powers of a commissioner under Part V of *The Manitoba Evidence Act*.

### **IMPROVEMENT ORDERS**

#### **Improvement orders**

**26(1)** Where a safety and health officer is of the opinion that a person

- (a) is contravening any provision of this Act or the regulations; or
- (b) has contravened any provision of this Act or the regulations in circumstances which make it likely that the contravention will continue or be repeated;

the officer may make an improvement order against that person, requiring that person to remedy the contravention within such period as may be specified in the order and stating the reasons for making the order and requiring the person to maintain compliance with the improvement order.

#### **Stop work warning**

**26(2)** Where the officer believes that the contravention referred to in clause (1)(a) or (b), involves or is likely to involve a serious risk to the safety or health of any person in or about the workplace, he may, in the improvement order specify that if the contravention is not remedied within the period mentioned therein, a stop work order may be issued in accordance with section 36.

S.M. 2013, c. 9, s. 12.

**27 to 31** [Repealed]

S.M. 2002, c. 33, s. 27.

**32** Renumbered as section 36.3.

#### **Remedial measures**

**33** An improvement order may, but need not, include directions as to the measures to be taken to remedy any contravention or matter to which the order relates, and those directions

- (a) may be made by reference to any approved code of practice; and

- (b) may set out different ways of remedying the contravention or matter.

#### **Period for compliance with improvement orders**

**34** Where an improvement order provides a period for compliance therewith

- (a) the period shall begin at the time the order is communicated to the person against whom it is made;
- (b) the order may be withdrawn by the safety and health officer at any time before the end of the specified period; or
- (c) the period may be extended by the safety and health officer, unless an appeal against the order is made and not finally disposed of.

#### **Reporting compliance with improvement orders**

**35(1)** The person against whom an improvement order is made shall

- (a) within seven days after the expiry of the period specified in the order or any extension thereof prepare a written report on the measures taken to remedy the contravention and on any measures yet to be taken;
- (b) send a copy of the report to the workplace safety and health officer who made the order;
- (c) provide a copy of the report to the workplace safety and health committee for the workplace with respect to which the order was made or to the worker safety and health representative, if no safety and health committee exists; and
- (d) post in a prominent place at or near the workplace a copy of the report if there is no safety and health committee or a worker safety and health representative for the workplace.

#### **Achieving compliance with improvement orders**

**35(2)** Despite the submission of a report under subsection (1), the report is not determinative of whether or not the improvement order has been complied with. The person against whom an improvement order is made only achieves compliance with the order when an officer determines that compliance has been achieved.

S.M. 2002, c. 33, s. 29; S.M. 2013, c. 9, s. 13.

### **STOP WORK ORDERS**

#### **Stop work order**

**36(1)** Where a safety and health officer is of the opinion that activities that involve, or are likely to involve, an imminent risk of serious physical or health injury are being carried on, or are about to be carried on, in a workplace, or where a contravention specified in an improvement order was not remedied and a warning was given in accordance with subsection 26(2), the officer may make a stop work order providing for any one or more of the following matters:

- (a) the cessation of those activities;
- (b) that all or part of the workplace be vacated;
- (c) that no resumption of those activities be permitted by the employer.

#### **Stop work order — multiple workplaces**

**36(1.1)** Where a safety and health officer is of the opinion that activities that involve, or are likely to involve, an imminent risk of serious physical or health injury are being carried on, or are about to be carried on, by workers of the same employer at more than one workplace, the officer may make a stop work order providing for any one or more of the following matters:

- (a) the cessation of those activities;
- (b) that all or part of any of the employer's workplaces be vacated;
- (c) that no resumption of those activities be permitted by the employer at any of the employer's workplaces.

#### **Improvement work not affected**

**36(2)** A stop work order does not prevent the doing of any work or thing that may be necessary in order to remove the risk of injury referred to in subsection (1) or (1.1).

**36(3)** [Repealed] S.M. 2002, c. 33, s. 31.

#### **Duration of stop work order**

**36(4)** A stop work order remains in effect until it is

- (a) withdrawn or discontinued by the safety and health officer who issued it; or
- (b) set aside or varied by the director or the Board under subsection 37(4) or 39(5).

#### **Duration of varied order**

**36(5)** When the director or the Board varies a stop work order, the varied order remains in effect until a safety and health officer withdraws or discontinues it.

#### **Workers must be paid**

**36(6)** While a stop work order is in effect,

- (a) any worker who is directly affected by the order is entitled to the same wages and benefits that he or she would have received had the stop work order not been issued; and
- (b) the employer may re-assign the worker to alternate work.

#### **If alternate work not available**

**36(7)** If the employer provides satisfactory evidence to the director that alternate work is not available, the director may order that clause 6(a) does not apply for any period that the director specifies in the order, but until the director makes an order the employer is required to provide a worker with all wages and benefits under that clause.

#### **Appeal**

**36(8)** A person affected by an order of the director under subsection (7) may appeal it to the Board. In that case, section 39 applies with necessary changes.

S.M. 2002, c. 33, s. 31; S.M. 2013, c. 9, s. 14.

### **COMMUNICATING IMPROVEMENT ORDERS AND STOP WORK ORDERS**

#### **Communication of orders**

**36.1(1)** Subject to subsection (2), an improvement order or stop work order may be communicated to the person against whom the order is made

- (a) by delivering a copy of the order to the person or an agent of the person;
- (b) by sending a copy of the order by registered mail to the last known address of the person; or
- (c) if, despite reasonable efforts, the order cannot be communicated by delivery or mail under clause (a) or (b), by posting a copy of the order in a conspicuous place at or near the workplace with respect to which the order was made.

#### **Communication to worker and self-employed person**

**36.1(2)** An improvement order or a stop work order against a worker or self-employed person may be communicated

- (a) by delivering a copy of the order to the worker or the self-employed person; or
- (b) if, despite reasonable efforts, the order cannot be delivered to the worker or self-employed person, by sending a copy of the order by registered mail to the last known address of the worker or self-employed person.

### **Communication of improvement order**

**36.1(3)** If an improvement order is posted at a workplace under subsection (1), it is deemed to have been communicated to the person against whom the order was made 24 hours after the order was posted.

### **Communication of stop work order**

**36.1(4)** A stop work order is deemed to have been communicated at the time it is delivered, received or posted in accordance with this section and takes effect immediately upon delivery, receipt or posting.

### **Directions for communication**

**36.1(5)** Despite subsections (1) and (2), the director may direct that an order be communicated to a person in a manner not described in this section and may direct when the order is deemed to have been communicated.

S.M. 2002, c. 33, s. 31.

### **Communication of orders to prime contractor**

**36.2** If a safety and health officer makes an order against any person involved in work on a construction project that has a prime contractor, the officer shall provide a copy of the order to the prime contractor.

S.M. 2002, c. 33, s. 31.

### **Communication to workplace committees**

**36.3(1)** A copy of every improvement order shall be provided by the safety and health officer to

- (a) the workplace safety and health committee for the workplace with respect to which the order was made; or
- (b) the worker safety and health representative, if no safety and health committee exists for the workplace.

### **Posting improvement order**

**36.3(2)** Where there is no workplace safety and health committee or a worker safety and health representative for the workplace, the officer shall post in a prominent place at or near the workplace a copy of every improvement order.

S.M. 2002, c. 33, s. 28.

## **APPEALS**

### **Appeal can be made to director**

**37(1)** A person directly affected by an order or decision of a safety and health officer made under

- (a) section 26 (improvement order);
- (b) section 36 (stop work order);
- (c) section 42.1 (discriminatory action); or
- (d) section 43 (right to refuse dangerous work);

may appeal the order or decision to the director.

### **How to appeal**

**37(2)** The person appealing shall send a written appeal notice to the director within 14 days after the date of the order or decision, or within any further period that the director may allow. The notice must state the reasons for the appeal and list the persons interested in the appeal.

### **Submissions from interested persons**

**37(2.1)** The director must give the interested persons listed in the notice of appeal an opportunity to provide oral or written submissions, as determined by the director, about the matter that is the subject of the appeal.

### **Hearing not required**

**37(3)** The director is not required to hold a hearing before deciding an appeal.

### **Decision**

**37(4)** On an appeal, the director may

- (a) make an order confirming, varying or setting aside the order or decision; or
- (b) make any other order the director considers reasonable.

### **Reasons**

**37(5)** The director must make a decision about the appeal, and give written reasons, within a reasonable time after receiving the appeal notice, unless the appeal has been referred to the Board under section 38.

### **Original decision remains in effect pending appeal**

**37(6)** Unless the director orders otherwise, an appeal under this section does not suspend the operation of the order or decision under appeal.

[S.M. 1995, c. 33, s. 23](#); [S.M. 2002, c. 33, s. 32](#); [S.M. 2013, c. 9, s. 15](#).

### **Referring an appeal to Board**

**38(1)** Instead of deciding an appeal under section 37, the director may refer it to the Board. In that case, subsections 39(2) to (8) apply to the appeal, with necessary changes.

### **Reasons**

**38(2)** The director must give written reasons for a decision to refer an appeal to the Board under subsection (1).

### **Director to give information to Board**

**38(3)** On referring an appeal to the Board, the director shall

- (a) inform the person appealing that the appeal has been referred to the Board;
- (b) give the Board
  - (i) the appeal notice under section 37,
  - (ii) any written information the director has that is relevant to the appeal, and
  - (iii) a list of persons who the director thinks are directly affected by the order or decision under appeal; and
- (c) give each person on that list a copy of the appeal notice and any written information the director has that is relevant to the appeal.

[S.M. 2002, c. 33, s. 32](#).

### **Appeal to Board**

**39(1)** Any person directly affected by an order or decision of the director under section 37 may appeal it to the Board.

### **How to appeal**

**39(2)** The person appealing must send a written appeal notice to the Board within 14 days after the date of the order or decision, or within any further period that the Board may allow. The notice must state the reasons for the appeal and must be in the form and contain the information the Board requires.

### **Notice of hearing date**

**39(3)** On receiving a notice of appeal, the Board shall



- (a) fix a date, time and place for hearing the appeal; and
- (b) give written notice of the hearing to the person appealing, the director and any other person directly affected, at least five days before the hearing date.

#### **Director is party**

**39(4)** The Director is a party to an appeal under this section.

#### **Right to be heard**

**39(5)** At the hearing, the Board shall give any interested person an opportunity to be heard, to present evidence and to make presentations.

#### **Decision**

**39(6)** After hearing an appeal, the Board may make an order confirming, varying or setting aside the order or decision appealed from. It may also make any other order it considers necessary that is mentioned in subsection 31(4) of *The Labour Relations Act* (remedies for unfair labour practice).

#### **Order remains in effect pending appeal**

**39(7)** Unless otherwise ordered by the Board chairperson, an appeal to the Board under this section does not suspend the operation of the order or decision under appeal.

#### **Order filed in Queen's Bench**

**39(8)** An order of the Board may be filed in the Court of Queen's Bench and enforced in the same manner and to the same extent as a judgment of that court.

#### **Appeal to Court of Appeal**

**39(9)** A person who is a party to an order of the Board made under subsection (6) may appeal the order to The Court of Appeal, but only on a question of law or jurisdiction and by leave of a judge of the Court.

S.M. 2002, c. 33, s. 32; S.M. 2013, c. 9, s. 16.

### **WORKPLACE SAFETY AND HEALTH COMMITTEES AND REPRESENTATIVES**

#### **Workplace safety and health committee**

**40(1)** An employer must establish a workplace safety and health committee

- (a) for each workplace where
  - (i) in the case of a seasonal workplace, at least 20 of the employer's workers are involved, or are expected to be involved, in work and the work is expected to continue for at least 90 days, and
  - (ii) in the case of any other workplace, at least 20 of the employer's workers are regularly employed; and
- (b) for any other individual workplace or class of workplace designated by a written order of the director.

#### **Exception for construction project with prime contractor**

**40(2)** Subsection (1) does not apply to a construction project site that is required to have a prime contractor.

#### **Committee for construction project site**

**40(3)** A prime contractor shall establish a committee at a construction project site if

- (a) at least 20 workers are involved, or expected to be involved, in work on a construction project; and
- (b) the project is expected to require more than 90 days to complete.

#### **Determining number of workers**

40(4) For the purposes of subsection (1), the number of workers employed at a workplace shall be determined by averaging, over the previous 12 months, the number of full-time and part-time workers present each working day.

#### **More than one committee in a workplace**

40(5) The director may issue a written order requiring an employer or prime contractor to establish more than one committee for a workplace. The order may provide for the composition, practice and procedures of those committees.

#### **Committee for multiple workplaces**

40(6) Notwithstanding subsections (1) and (3), the director may, in accordance with the regulations, issue a written order permitting an employer or prime contractor to establish one committee for more than one workplace or parts of more than one workplace. The order may provide for the composition, practice and procedures of that committee.

#### **Considerations of director**

40(7) In determining whether to make an order under subsection (5) or (6), the director shall take into account

- (a) the nature of the work performed at the workplace;
- (b) any request for an order by an employer, prime contractor, worker or union representing workers at the workplace;
- (c) the frequency of injury or illness in the workplace or in the industry in question; and
- (d) with respect to an order under subsection (6), any additional criteria set out in the regulations.

#### **Reconsideration re one committee for multiple workplaces**

40(7.1) If, after making an order under subsection (6), additional information comes to the attention of the director, the director may, in accordance with the regulations, reconsider the order and

- (a) confirm the order; or
- (b) vary, suspend or revoke the order if the director believes that
  - (i) he or she would have come to a different decision if the information had been known when the order was made, or
  - (ii) a worker's safety or health is materially affected by the order.

#### **Membership of committee**

40(8) A committee

- (a) shall consist of not fewer than four or more than 12 persons, of whom at least 1/2 shall be persons
  - (i) representing workers who are not associated with the management of the workplace, and
  - (ii) appointed in accordance with the constitution of the union that is the certified bargaining agent or that has acquired bargaining rights on behalf of those workers, or where no such union exists, persons elected by the workers they represent; and
- (b) shall have two co-chairpersons — one chosen by the employer members on the committee, and the other chosen by the worker members on the committee — who shall alternate in serving as chairperson at meetings of the committee and shall participate in all decisions of the committee.

#### **Posting of names of members**

40(9) The employer or prime contractor shall ensure that the names of the committee members are posted conspicuously in the workplace.

#### **Duties of committee**

40(10) The duties of a committee include

- (a) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of workers;
- (b) participation in the identification of risks to the safety or health of workers or other persons, arising out of or in connection with activities in the workplace;
- (c) the development and promotion of measures to protect the safety and health and welfare of persons in the workplace, and checking the effectiveness of such measures;
- (d) co-operation with the occupational health service, if such a service has been established within the workplace;
- (e) co-operation with a safety and health officer exercising duties under this Act or the regulations;
- (f) the development and promotion of programs for education and information concerning safety and health in the workplace;
- (g) the making of recommendations to the employer or prime contractor respecting the safety and health of workers;
- (h) the inspection of the workplace at regular intervals;
- (i) the participation in investigations of accidents and dangerous occurrences at the workplace;
- (j) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee; and
- (k) such other duties as may be specified in this Act or prescribed by regulation.

#### **Time off for committee work**

**40(11)** A member of a committee is entitled to take the following time off from his or her regular duties:

- (a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- (b) the time required to attend each meeting of the committee;
- (c) the time required to attend workplace safety and health training in accordance with section 44, as approved by the committee and the employer;
- (d) such time as the committee determines is necessary to carry out his or her duties as a committee member under this Act and the regulations.

#### **Entitlement to pay for work as committee member**

**40(12)** A member of a committee is deemed to be at work during the times described in subsection (11) and is entitled to be paid for those times by his or her employer at the member's regular or premium pay, as applicable.

#### **Training of committee members**

**40(13)** The employer or prime contractor must ensure that committee members are trained to competently fulfill their duties as committee members.

[S.M. 2002, c. 33, s. 32; S.M. 2013, c. 9, s. 17.](#)

#### **Workplace safety and health representative**

**41(1)** Each employer shall cause a worker not associated with management to be designated as the worker safety and health representative

- (a) at a workplace, other than a construction project, where a safety and health committee is not required but where five or more workers are regularly employed;
- (b) at a construction project, notwithstanding the requirements for a safety and health committee; and
- (c) at any other individual workplace or classes of workplaces designated by a written order of the director.

#### **Appointment of representative**

41(2) The worker safety and health representative shall be appointed in accordance with the constitution of the union which is the certified bargaining agent or has acquired bargaining rights on behalf of those workers, or if no such union exists, shall be elected by the workers he represents.

#### **Posting of name of representative**

41(3) The employer shall cause the name of the representative to be posted prominently in the workplace.

41(4) [Repealed] S.M. 2002, c. 33, s. 33.

#### **Duties of representative**

41(5) The worker representative shall, in co-operation with a representative of the employer, perform the same duties as set out for the workplace safety and health committees in section 40.

#### **Time off for work as representative**

41(6) A representative is entitled to take the following time off from his or her regular duties:

- (a) one hour to prepare for each safety and health meeting with the employer;
- (b) the time required to attend each safety and health meeting with the employer;
- (c) the time required to attend workplace safety and health training in accordance with section 44, as approved by the employer;
- (d) such time as is necessary to carry out his or her duties as a representative under this Act and the regulations.

#### **Entitlement to pay for work as representative**

41(7) A representative is deemed to be at work during the times described in subsection (6) and is entitled to be paid for those times by his or her employer at the representative's regular or premium pay, as applicable.

#### **Training of representative**

41(8) The employer must ensure that the representative is trained to competently fulfill his or her duties as a representative.

S.M. 2002, c. 33, s. 33; S.M. 2013, c. 9, s. 18.

#### **Definition: "employer"**

41.1(1) In this section, "**employer**" means an employer or prime contractor who is required to establish a committee or to designate a representative.

#### **Recommendation by co-chair of committee**

41.1(1.1) If a committee has failed to reach a decision about whether or not to make a recommendation under clause 40(10)(g) after attempting in good faith to do so, either co-chairperson may make written recommendations to the employer.

#### **Employer response to recommendations**

41.1(2) Within 30 days after receiving a recommendation from a representative, a committee or a committee co-chairperson that identifies anything that may pose a danger to the safety or health of any person, the employer must respond in writing to the representative, committee or committee co-chairperson who made the recommendation.

#### **Contents of employer response**

41.1(3) The response of an employer must

- (a) contain a timetable for implementing the recommendations that the employer accepts;
- (a.1) contain any interim control measures that the employer will implement to address the danger posed to the safety or health of a person; and

- (b) give reasons why the employer disagrees with any recommendations that the employer does not accept.

#### **Referral to safety and health officer**

**41.1(4)** If no agreement can be reached regarding the response of an employer under subsection (3), any of the following may refer the matter to a safety and health officer:

- (a) the employer;
- (b) the committee;
- (c) a member of the committee;
- (d) if there is no committee, the representative.

#### **Order from officer**

**41.1(5)** If a dispute regarding a recommendation is referred to a safety and health officer, the officer may issue an order or a decision in accordance with this Act.

#### **No limitation**

**41.1(6)** Nothing in this section limits the right of a worker to refer any matter respecting safety and health directly to a safety and health officer.

S.M. 2002, c. 33, s. 33; S.M. 2013, c. 9, s. 19.

#### **Information on request**

**41.2** If requested by a committee or a representative, or a worker if there is no committee or representative, the employer or prime contractor must disclose the following to the committee, representative or worker:

- (a) information concerning the testing of any equipment, device or chemical or biological substance used at a workplace;
- (b) an inspection or investigation report respecting safety and health at the workplace, other than a harassment investigation report;
- (c) a report respecting workplace safety and health monitoring or audits;
- (d) a report providing summary information on the results of a harassment investigation, without disclosing the circumstances relating to the complaint or any information that could identify a worker or other person involved with the matter.

S.M. 2002, c. 33, s. 33; S.M. 2013, c. 9, s. 20.

#### **Accompanying an officer**

**41.3(1)** A safety and health officer who conducts an inspection or investigation at a workplace, may request that he or she be accompanied by

- (a) the worker co-chairperson of the committee or his or her designate;
- (b) if there is no committee at the workplace, the representative;
- (c) if there is no committee or representative at the workplace, a worker selected by the union; or
- (d) if there is no committee, representative or union representing workers at the workplace, a worker not associated with the management of the workplace.

#### **Employer co-operation**

**41.3(2)** If a safety and health officer makes a request under subsection (1), the employer shall permit the person requested to accompany the officer on the inspection or investigation and shall pay the person in accordance with subsection 40(11).

S.M. 2002, c. 33, s. 33.

## DISCRIMINATORY ACTION

### Discriminatory action against worker prohibited

**42(1)** No employer, union or person acting on behalf of an employer or union shall take or threaten discriminatory action against a worker for

- (a) exercising a right under or carrying out a duty in accordance with this Act or the regulations;
- (b) testifying in a proceeding under this Act;
- (c) giving information about workplace conditions affecting the safety, health or welfare of any worker to
  - (i) an employer or a person acting on behalf of an employer,
  - (ii) a safety and health officer or another person concerned with the administration of this Act,
  - (iii) another worker or a union representing a worker, or
  - (iv) a committee or a representative;
- (d) performing duties or exercising rights as a member of a committee or as a representative;
- (e) refusing to do dangerous work under section 43;
- (f) taking reasonable action at the workplace to protect the safety or health of another person;
- (g) complying with this Act or the regulations or a code of practice under this Act, or an order or decision made under this Act; or
- (h) attempting to have this Act or the regulations enforced.

### Failure to pay wages or benefits

**42(2)** In addition to the circumstances giving rise to discriminatory action as set out in subsection (1), an employer who fails to pay wages or benefits to a worker when required to do so by this Act is deemed to have taken discriminatory action against the worker under this section.

[S.M. 2002, c. 33, s. 34; S.M. 2013, c. 9, s. 21.](#)

### Referring a complaint to an officer

**42.1(1)** A worker who believes on reasonable grounds that the employer or union has taken discriminatory action against him or her for a reason described in section 42 may refer the matter to a safety and health officer.

### Order

**42.1(2)** If a safety and health officer decides that an employer or union has taken discriminatory action against a worker for a reason described in section 42, the officer shall make an order requiring the employer or union to do one or more of the following:

- (a) stop the discriminatory action;
- (b) reinstate the worker to his or her former employment on the same terms and conditions on which the worker was formerly employed;
- (c) pay the worker any wages the worker would have earned had he or she not been wrongfully discriminated against and compensate the worker for loss of any benefits;
- (d) remove any reprimand or other reference to the matter from any employment records the employer maintains about the worker.

### Officer to advise if no discriminatory action

**42.1(3)** If a safety and health officer decides that no discriminatory action was taken against a worker for a reason described in section 42, the officer shall inform the worker in writing of the reasons for that decision.

### Onus on employer or union

**42.1(4)** If, in a prosecution or other proceeding under this Act, a worker establishes

- (a) that discriminatory action was taken against him or her; and
- (b) that the worker conducted himself or herself in a manner described in section 42;

it shall be presumed that the discriminatory action was taken because of the worker's conduct. The onus is then on the employer or union to prove that the decision to take the discriminatory action was not influenced by the conduct.

#### **Court order to reinstate, etc.**

**42.1(5)** If an employer or union is convicted of taking discriminatory action against a worker contrary to this Act, the convicting justice shall order the employer or union to do one or more of the following:

- (a) stop the discriminatory action;
- (b) reinstate the worker to his or her former employment on the same terms and conditions on which the worker was formerly employed;
- (c) pay the worker any wages the worker would have earned had he or she not been wrongfully discriminated against and compensate the worker for loss of any benefits;
- (d) remove any reprimand or other reference to the matter from any employment records the employer maintains about the worker.

S.M. 2002, c. 33, s. 34.

## **RIGHT TO REFUSE DANGEROUS WORK**

### **Right to refuse dangerous work**

**43(1)** Subject to this section, a worker may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another worker or another person.

### **Reporting the refusal**

**43(2)** A worker who refuses to work or do particular work under subsection (1) shall promptly report the refusal and the reasons for it to his or her employer or immediate supervisor, or to any other person in charge at the workplace.

### **Inspecting dangerous conditions**

**43(3)** If the employer does not remedy the dangerous condition immediately, the person who receives the report of refusal to work, or a person designated by that person, shall immediately inspect the dangerous condition in the presence of the worker and one of the following persons:

- (a) if there is a committee under section 40, the worker co-chairperson of the committee or, if that person is unavailable, a committee member who represents workers;
- (b) if there is a representative designated under section 41, that representative or, if he or she is unavailable, another worker selected by the worker refusing to do the work;
- (c) if there is no committee or representative, another worker selected by the worker who is refusing to work.

### **Remedial action**

**43(4)** The person required to inspect the dangerous condition shall take any action necessary to remedy any dangerous condition, or ensure that such action is taken.

### **Worker may continue to refuse**

**43(5)** Until the dangerous condition is remedied, the worker who reported it may continue to refuse to work or do particular work.

### **Other workers not to be assigned**



**43(6)** When a worker has refused to work or do particular work under subsection (1), the employer shall not request or assign another worker to do the work unless

- (a) the employer has advised the other worker, in writing, of
  - (i) the first worker's refusal,
  - (ii) the reasons for the refusal,
  - (iii) the other worker's right to refuse dangerous work under this section, and
  - (iv) the reason why, in the opinion of the employer, the work does not constitute a danger to the safety or health of the other worker, another worker or any person;
- (b) where practicable, the first worker has advised the other worker of
  - (i) the first worker's refusal, and
  - (ii) the reasons for the refusal; and
- (c) the actions required by subsections (3) and (4) have been taken.

S.M. 2002, c. 33, s. 34; S.M. 2013, c. 9, s. 22.

#### **Report of dangerous condition to an officer**

**43.1(1)** If the dangerous condition is not remedied after an inspection under subsection 43(3), any of the persons present during the inspection may notify a safety and health officer of the refusal to work and the reasons for it.

#### **Investigation by officer**

**43.1(2)** On receiving a notice under subsection (1), the officer shall investigate the matter and decide whether the work the worker has refused to do constitutes a danger to the safety or health of the worker or any other worker or person at the workplace.

#### **Order by officer**

**43.1(3)** If the officer decides that the work is dangerous, he or she shall

- (a) make a written report stating the officer's findings;
- (b) make any improvement order under section 26 or stop work order under section 36 that the officer considers necessary or advisable; and
- (c) give a copy of the report and any order to
  - (i) the worker who refused to do the work,
  - (ii) the employer, and
  - (iii) the co-chairpersons of the committee, or the representative.

#### **Decision not to issue an order**

**43.1(4)** If the officer decides that the work is not dangerous, he or she shall, in writing,

- (a) inform the employer and the worker of that decision; and
- (b) inform the worker that he or she is no longer entitled to refuse to do the work.

S.M. 2002, c. 33, s. 34; S.M. 2013, c. 9, s. 23.

#### **Worker entitled to be paid despite refusal**

**43.2** If a worker has refused to work or do particular work under section 43,

- (a) the worker is entitled to the same wages and benefits that he or she would have received had the worker continued to work; and
- (b) the employer may re-assign the worker temporarily to alternate work.

### **Employer not to make worker work in unsafe conditions**

**43.3(1)** When the employer at a workplace or his or her agent, or the supervisor or another person representing the employer at the workplace in a supervisory capacity, knows or ought to know of a condition at the workplace that is or is likely to be dangerous to the safety or health of a worker, he or she shall not require or permit any worker to do that work until the dangerous condition is remedied.

### **Employer may remedy dangerous condition**

**43.3(2)** Subject to subsection 43(5), nothing in subsection (1) prevents the doing of any work or thing at a workplace that may be necessary to remedy a condition that is or is likely to be dangerous to the safety or health of a worker.

## **EDUCATIONAL LEAVE**

### **Educational leave**

**44(1)** Subject to this section, every employer at a workplace where there is a committee or a representative, must allow each member of the committee, the representative, or their respective designates, to take educational leave each year, without loss of pay or benefits, for the purpose of attending workplace safety and health training seminars, programs or courses of instruction

- (a) offered by the branch;
- (b) approved by the committee; or
- (c) provided for in the current collective bargaining agreement respecting the workers at the workplace.

### **Time allowed for educational leave**

**44(1.1)** The amount of time allowed for educational leave under subsection (1) is the greater of

- (a) 16 hours; and
- (b) the number of hours the worker normally works during two shifts.

### **Total number of safety and health committee members**

**44(2)** The total number of safety and health committee members for whom the employer is required to provide educational leave in accordance with subsection (1) during any year is equal to the number of members constituting the normal size of the committee.

### **Pay while attending educational leave programming**

**44(2.1)** The employer must pay a committee member, representative or designate who attends a workplace safety and health training program referred to in subsection (1) at the worker's regular or premium pay, as applicable, for the greater of

- (a) the actual number of hours spent attending the training; and
- (b) the number of hours the worker normally works during a normal shift.

### **Exception**

**44(2.2)** Subsection (1) does not apply to an employer on a construction project or an employer at a seasonal workplace as described in subclause 40(1)(a)(i).

### **Education program on construction sites**

**44(3)** On a construction project, each employer who employs five or more workers on that project shall institute a safety and health education program at the worksite at which all workers shall attend without loss of pay

or other benefits for a period or periods equivalent to 30 minutes every two weeks, of which no period shall be less than 15 minutes.

#### **Education program at seasonal workplace**

**44(4)** At a seasonal workplace as described in subclause 40(1)(a)(i), each employer must institute a safety and health education program at the workplace. All workers must attend the program without loss of pay or other benefits for a period or periods equivalent to 30 minutes every two weeks, of which no period may be less than 15 minutes, for the duration of the seasonal workplace.

S.M. 2002, c. 33, s. 36; S.M. 2013, c. 9, s. 24.

**45** [Repealed]

S.M. 2002, c. 33, s. 37.

### **NEEDLES IN MEDICAL WORKPLACES**

#### **Use of safety-engineered needles**

**45.1(1)** When hollow-bore or intravenous needles are used in a medical workplace, the employer must ensure

- (a) so far as is reasonably practicable, that workers use only safety-engineered needles; and
- (b) that safe work procedures and practices relating to the use of those safety-engineered needles are implemented in the workplace.

#### **If safety-engineered needles not practicable**

**45.1(2)** If it is not reasonably practicable to use safety-engineered needles in a medical workplace, the employer must ensure that safe work procedures and practices relating to the use of hollow-bore or intravenous needles are implemented in the workplace.

#### **Procedures — needlestick injuries**

**45.1(3)** The employer must develop procedures to be followed in a medical workplace when a worker suffers a needlestick injury, including instructions for the worker suffering the injury.

#### **Investigation and report required**

**45.1(4)** The employer must investigate and prepare a report on every needlestick injury to a worker in a medical workplace.

#### **Definitions**

**45.1(5)** The following definitions apply in this section.

**"medical workplace"** means

- (a) a hospital, a personal care home, a psychiatric facility, a medical clinic, a medical laboratory, a community health centre and CancerCare Manitoba;
- (b) a physician's office;
- (c) if prescribed by regulation, a registered dentist's office;
- (d) an ambulance as defined in *The Ambulance Services Act*; and
- (e) any other workplace where physical or mental health treatment or care is provided to a person. (« lieu de travail en milieu médical »)

**"needlestick injury"** means an injury caused by a hollow-bore or intravenous needle puncturing a person's skin or mucous membrane. (« blessure par piqûre d'aiguille »)

**"safety-engineered needle"** includes a shielded needle device, a retractable needle system and a needleless device. (« seringue conçue en vue d'un usage sécuritaire »)

S.M. 2005, c. 15, s. 2.

## GENERAL PROVISIONS

### Obtaining information

**46** To obtain information that the director needs to perform duties or exercise powers under this Act or the regulations, the director may require a person to provide any information in the manner and within the time period that the director may specify.

S.M. 2002, c. 33, s. 38.

### Order to conduct tests

**46.1(1)** The director may, by order, require an employer to do the following at the employer's expense:

(a) have tests conducted by a person who has the professional knowledge, experience or qualifications specified by the director;

(b) give the director a report or assessment prepared by that person;

and to do so in the manner and within the time period specified in the order.

### Service of order

**46.1(2)** The order must be served on the employer personally or be sent by registered mail to the employer's last known address.

S.M. 2002, c. 33, s. 38.

**47** [Repealed]

S.M. 2002, c. 33, s. 39.

### Confidential information

**48(1)** No person shall disclose any information with respect to any manufacturing or trade secret obtained by him by virtue of the exercise of any power conferred by this Act, except for the purpose of administering this Act and the regulations, or as required by law.

### Names to remain confidential

**48(2)** No person by whom information is obtained in confidence by virtue of any power conferred by this Act shall divulge the name of the informant to any person except for the purposes of this Act or the regulations.

### Exemption from liability

**49(1)** No action lies or shall be instituted against any person whether in his public or private capacity, where the person is acting under the authority of this Act or the regulations for any loss or damage suffered by any person by reason of anything done or omitted to be done by him in good faith, in the exercise of the powers given to him by this Act or the regulations.

### No exemption in case of negligence

**49(2)** Subsection (1) does not apply where the person exercising any of the powers given to him under this Act or the regulations is negligent in the performance thereof.

### Officials cannot be compelled to testify

**49.1** A safety and health officer, a person assisting a safety and health officer, the chief occupational medical officer, the director, or any other person acting under the authority of this Act or the regulations, is not a compellable witness in a civil action or proceeding — other than an inquest or inquiry under *The Fatality Inquiries Act* — respecting any document, information, or test obtained, received or made under this Act or the regulations, and may not be compelled to produce any such document.

S.M. 2002, c. 33, s. 40.

### **Medical examinations and health surveillance**

**50(1)** The chief occupational medical officer may carry out, or may arrange for another physician or other qualified person to carry out, any medical examinations or health surveillance of workers or former workers as he or she considers desirable for the purpose of administering this Act and the regulations. But no medical examination of a worker may be carried out without the worker's consent.

### **Examinations during working hours**

**50(2)** Medical examinations shall, wherever reasonably practicable, be conducted during working hours without loss in pay to the worker being examined and the employer shall, if required by the physician or other qualified person, provide suitable accommodation for such examinations at the workplace, and otherwise facilitate the conduct of those examinations.

### **Health surveillance**

**50(3)** Health surveillance during working hours must be conducted without loss of pay to the workers who participate. In addition, the employer shall facilitate and provide suitable accommodation at the workplace for health surveillance, if required to do so by the chief occupational medical officer or a physician or other qualified person.

S.M. 2002, c. 33, s. 41.

### **Reports**

**51(1)** Every physician or other qualified person attending or consulted respecting a person who,

- (a) became ill or injured while employed at a workplace or while being otherwise engaged as a worker; or
- (b) who has been examined pursuant to section 50;

shall furnish to the chief occupational medical officer upon request of the officer such reports concerning the condition of the person as the chief occupational medical officer may require for the purposes of this Act and the regulations.

### **Reports by hospitals**

**51(2)** Notwithstanding the provisions of any other Act, where a worker referred to in clause (1)(a) or (b) is, or has been, a patient in a hospital, the person in charge of the administrative affairs of that hospital shall furnish without charge to the chief occupational medical officer upon request such reports concerning the condition of the person as the chief occupational medical officer may require for the purposes of this Act and the regulations.

### **Information confidential**

**51(3)** Unless disclosed in a form calculated to prevent the information from being identified as relating to a particular person or case or unless disclosed as required by law, any information obtained by the chief occupational medical officer pursuant to section 50 and this section shall not be disclosed without the consent of the person examined or attended.

### **Power to require alternative work**

**52** Where it appears to the director upon the advice of the chief occupational medical officer that a worker has been over-exposed to a harmful substance and that a temporary removal from the hazard will enable the worker to resume his usual work, the director may by order require the employer to provide without loss of pay to the worker temporary alternative work which in the opinion of the director is suitable, for such period of time as the director may specify.

### **Requirement of occupational health service**

**53(1)** The minister may designate a workplace, or a class of workplaces, as requiring an occupational health service, having regard to the type of work being carried on therein, the number of workers employed thereat, and the degree or uncertainty of hazard thereof; and upon such designation, the employer shall cause an occupational health service to be established and maintained for the workplace in accordance with this section.

### **Minister may specify health services to be provided**

**53(2)** The minister may specify the services that are to be provided by the occupational health service for any workplace, or for any class of workplaces designated under subsection (1).

#### **Continued operation of health service**

**53(3)** The establishment and continued operation of an occupational health service is subject to the approval of the minister.

### **ADMINISTRATIVE PENALTIES**

#### **Administrative penalty**

**53.1(1)** If a person

- (a) has failed to comply with
  - (i) an improvement order within the period specified in the order, or
  - (ii) a prescribed provision of this Act or the regulations, and a safety and health officer is of the opinion that the failure involves, or is likely to involve, an imminent risk of serious physical or health injury to a worker or other person;
- (b) has failed to maintain compliance with an improvement order after initially complying with it;
- (c) has resumed an activity that previously was the subject of a stop work order which was discontinued because the person had complied with it; or
- (d) was ordered to take action under section 42.1 because the person took discriminatory action against a worker;

the officer shall provide evidence of the matter to the director.

#### **Imposing a penalty**

**53.1(2)** When the director determines that a person

- (a) has failed to comply with
  - (i) an improvement order within the period specified in the order, or
  - (ii) a prescribed provision of this Act or the regulations, and the director is of the opinion that the failure involves, or is likely to involve, an imminent risk of serious physical or health injury to a worker or other person;
- (b) has failed to maintain compliance with an improvement order after initially complying with it;
- (c) has resumed an activity that previously was the subject of a stop work order but was discontinued because the person had complied with it; or
- (d) was ordered to take action under section 42.1 because the person took discriminatory action against a worker;

the director may issue a notice in writing requiring the person to pay an administrative penalty in the amount set out in the notice.

#### **When penalty may be imposed**

**53.1(3)** Notice of an administrative penalty may be issued only after any period for appealing the matter that gave rise to the notice under subsection (2) has expired or, if an appeal has been filed, after a decision has been made on appeal.

#### **Maximum amount**

**53.1(4)** An administrative penalty may not exceed \$5,000.

#### **Notice**

**53.1(5)** A notice of administrative penalty must set out

- (a) the amount of the penalty determined in accordance with the regulations;

(b) when and how the penalty must be paid; and

(c) a statement that the person may appeal the matter to the board within 14 days after being served with the notice.

#### **Serving the notice**

**53.1(6)** A notice of administrative penalty must be served on the person required to pay the penalty. The notice may be served personally or may be sent by registered mail to the person's last known address.

#### **Appeal to the board**

**53.1(7)** Within 14 days after being served with a notice, the person required to pay the administrative penalty may appeal the matter to the board by sending the board a notice of the appeal together with reasons for the appeal. The requirement to pay the penalty is stayed until the board decides the matter.

#### **Notice of hearing**

**53.1(8)** On receiving a notice of appeal, the board shall

(a) fix a date, time and place for hearing the appeal; and

(b) give the person appealing, and the director, written notice of the hearing at least five days before the hearing date.

#### **Decision of the board**

**53.1(9)** After hearing the appeal, the board shall decide the matter and

(a) confirm or revoke the administrative penalty; or

(b) vary the amount of the penalty if the board considers that it was not established in accordance with the regulations.

#### **Payment**

**53.1(10)** Subject to an appeal under subsection (7), a person named in a notice of administrative penalty shall pay the amount of the penalty within 30 days after the notice is served. The government must use the amounts paid for the purpose of educating the public on matters relating to workplace safety and health.

#### **Debt due to the government**

**53.1(11)** If an administrative penalty is not paid within 30 days after notice of the penalty is served, or, if the penalty is appealed to the board, within 30 days after the board's decision, the amount of the penalty is a debt due to the government.

#### **Certificate registered in court**

**53.1(12)** The director may certify a debt referred to in subsection (11), or any part of such a debt that has not been paid. The certificate may be registered in the Court of Queen's Bench and, once registered, may be enforced as if it were a judgment of the Court.

#### **No offence to be charged if penalty is paid**

**53.1(13)** A person who pays an administrative penalty under this section may not be charged with an offence in respect of the matter that gave rise to the issuance of the notice of administrative penalty unless the matter continues after the penalty is paid.

#### **Lien for debt**

**53.1(14)** The government has, in addition to any other remedy it has for the recovery of a debt arising under this section, a lien and charge on every estate or interest in real property and personal property of the person required to pay the debt (referred to in this section as the "debtor"), including property acquired by the debtor after the debt arose.

#### **Extent of security**



**53.1(15)** The lien secures the payment of

- (a) the amount of the debt when the lien takes effect;
- (b) interest on the debt from the time the debt arose until it is paid in full, as determined under *The Financial Administration Act* and the regulations under that Act; and
- (c) costs reasonably incurred by the director
  - (i) for the registration and discharge of the lien, and
  - (ii) in retaking, holding, repairing, processing, preparing for disposition or disposing of property in respect of which the lien is registered.

**When lien takes effect**

**53.1(16)** The lien takes effect

- (a) in relation to the debtor's interest in real property, when a certificate in respect of the lien is registered against specific lands of the debtor; and
- (b) in relation to the debtor's personal property, when a financing statement in respect of the lien is registered in the Personal Property Registry.

**Registration and enforcement of lien**

**53.1(17)** Subsections 28(6) to (14) of *The Pension Benefits Act* apply, with necessary changes, to the registration and enforcement of a lien arising under this section as if

- (a) the references in those provisions to "employer" were references to the debtor under this section; and
- (b) the references in those provisions to "the superintendent" were references to the director under this Act.

S.M. 2002, c. 33, s. 42; S.M. 2013, c. 9, s. 25.

**OFFENCES AND PENALTIES**

**Offences**

**54** Every person who

- (a) contravenes this Act or the regulations;
- (b) fails to comply with an order made under this Act or the regulations;
- (c) knowingly obstructs or makes a false statement to a safety and health officer engaged in the exercise or performance of his or her powers or duties; or
- (d) knowingly makes or causes to be made a false entry in any register, book, notice or other document to be kept by him under the Act or the regulations, or deletes or destroys or causes to be deleted or destroyed any true or proper entry in any such document;

is guilty of an offence and is liable on summary conviction to the penalties set out in section 55.

S.M. 2002, c. 33, s. 44.

**Penalty**

**55(1)** A person guilty of an offence is liable

- (a) for a first offence to a fine of not more than \$250,000. and, in the case of a continuing offence to a further fine not exceeding \$25,000. for each day during which the offence continues; and
- (b) for a second or subsequent offence to a fine of not more than \$500,000. and, in the case of a continuing offence to a further fine not exceeding \$50,000. for each day during which the offence continues.

**55(2)** [Repealed] S.M. 2002, c. 33, s. 45.

**Additional penalty**

**55(3)** Where a person is convicted for an offence under this Act, in addition to the penalties set out in subsection (1), he may be imprisoned for a term not exceeding six months.

#### **Further penalty**

**55(4)** If a person is convicted of an offence for a contravention of subsection 43.3(1), he or she shall not work in a supervisory capacity at any workplace for a six month period after the date of conviction.

#### **Time limit for prosecution**

**55(5)** A prosecution under this Act may be commenced not later than two years after the day the alleged offence was committed.

S.M. 1997, c. 32, s. 2; S.M. 2002, c. 33, s. 45; S.M. 2010, c. 3, s. 2.

#### **Additional penalties**

**55.1(1)** When a person is convicted of an offence under this Act, the court may, having regard to the nature of the offence and the circumstances surrounding its commission, order the offender to pay to the minister an amount that the government must use for the purpose of educating the public on matters relating to workplace safety and health. Such a penalty may be required in addition to any other penalty that may be imposed under this Act.

#### **Limit**

**55.1(2)** The total of

- (a) any additional amount required to be paid under subsection (1); and
- (b) any penalty required to be paid under section 55;

must not exceed the amount of the maximum penalty for which the offender could be liable under section 55.

S.M. 2002, c. 33, s. 45.

#### **Offences by directors, etc., of corporations**

**56** Where a corporation commits an offence under this Act, any officer, director or agent of the corporation, who directed, authorized, assented to, acquiesced in or participated in the commission of the offence is a party to and guilty of the offence and liable, on summary conviction, to the penalty provided for the offence.

#### **Onus**

**57(1)** In any proceedings for an offence under any of the provisions of this Act or regulations consisting of a failure to comply with a duty or requirement to do something so far as is practicable or so far as is reasonably practicable, or to use the best practicable means to do something, it shall be for the accused to prove that it was not practicable or not reasonably practicable to do more than was in fact done to satisfy the duty or requirement, or that there was no better practicable means than was in fact used to satisfy the duty or requirement.

#### **Person deemed to be employer**

**57(2)** Where a person is charged as an employer in respect of an offence under this Act he shall be deemed to be an employer within the meaning of this Act unless it is otherwise proven.

#### **Application of subsection (1)**

**57(3)** Subsection (1) applies with such modifications as the circumstances require to any appeal involving an improvement order or a stop work order.

S.M. 2002, c. 33, s. 46.

#### **Laying of information**

**58** Any person may lay an information in respect of any offence or alleged offence against this Act or the regulations.

59 [Repealed]

S.M. 2002, c. 33, s. 47.



No. 275  
October 2010

## Preventing Workplace Harassment

- New Requirement Effective February 1, 2011 -

### What is harassment?

Changes under the workplace safety and health regulation define harassment as

(a) objectionable conduct that creates a risk to the health of a worker

or

(b) severe conduct that adversely affects a worker's psychological or physical well-being.

Conduct is considered to be objectionable if it is based on race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin.

Conduct is considered to be severe if it could reasonably cause a worker to be humiliated or intimidated and is repeated, or in the case of a single occurrence, has a lasting, harmful effect on a worker.

The objectionable or severe conduct, as noted above, includes a written or verbal comment, a physical act, gesture or display, or any combination of these.

It is important to note that the reasonable, day-to-day conduct of an employer or supervisor in managing, guiding or directing workers or the workplace is not harassment. Appropriate employee performance reviews, counselling or discipline by a supervisor or manager is not harassment.

### What are my responsibilities?

Workers, supervisors and employers all have a responsibility to not harass anyone in the workplace.

Employers must develop a written policy to prevent harassment in the workplace and must make sure that workers follow this policy. In developing the policy, employers must consult the workplace safety and health committee or representative. If there is no committee or representative, the workers must be consulted.

The written harassment prevention policy must be posted in the workplace in a place where it will be easy for everyone to see.

(See page 2)

#### Workplace Safety and Health Division Contact Information:

Winnipeg: (204) 945-3446  
Toll-Free: 1-866-888-8186 (Manitoba only)  
24-Hour Emergency Line: (204) 945-0581  
Publications/resources available at: [www.safemanitoba.com](http://www.safemanitoba.com)



**What must be in the harassment prevention policy?**

The harassment prevention policy must include the following statements:

- Every worker is entitled to work free of harassment.
- The employer must ensure, so far as is reasonably practicable, that no worker is subjected to harassment in the workplace.
- The employer will take corrective action respecting any person under the employer's direction who subjects a worker to harassment.
- The employer will not disclose the name of a complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is
  - necessary to investigate the complaint or take corrective action with respect to the complaint, or
  - required by law.
- A worker has a right to file a complaint with the Manitoba Human Rights Commission.
- The employer's harassment prevention policy is not intended to discourage or prevent the complainant from exercising any other legal rights pursuant to any other law.

The harassment prevention policy must also provide information on:

- How to make a harassment complaint.
- How harassment complaints will be investigated.
- How the complainant and alleged harasser will be informed of the results of the investigation.

**Reference to legal requirements under workplace safety and health legislation:**

- Harassment: Manitoba Regulation 217/2006 Part 10

**Additional workplace safety and health information available at [www.safemanitoba.com](http://www.safemanitoba.com)**

- Guideline for Preventing Violence and Harassment in the Workplace
- Sample Harassment Prevention Policy



No. 279  
July 2011

## Amendments to the Workplace Safety and Health Regulation on Violence Prevention

The Workplace Safety and Health Regulation was changed to include new requirements to protect workers from workplace violence. Amendments to Part 11 (Violence in the Workplace) will take effect on August 31, 2011.

Key changes to the Regulation are summarized below. Please refer to Part 11 of the Regulation for all requirements on violence prevention in the workplace.

### Applicable Workplaces (Section 11.1, 11.2 and 11.8):

Statistics show workers in some sectors are more at risk of violence in the workplace. This section of the regulation outlines which workplaces must develop and follow a violence prevention policy.

- Amendments to the regulations make it mandatory for workplaces to develop and follow a **Violence Prevention Policy** (as described in the regulations), if the workplace provides public services, including:
  - o Healthcare (see section 11.8 for a description of workplaces)
  - o Pharmaceutical-dispensing
  - o Education
  - o Financial
  - o Police, corrections or other law enforcement
  - o Security
  - o Crisis counseling and intervention
  - o Taxi cab and transit bus
- Employers at workplaces not described above must still assess the risk of violence to a worker at the workplace. The assessment must be done in consultation with the committee or representative at the workplace, or if there is no committee or representative at the workplace, with the workers at the workplace. If the assessment identifies a risk of violence, employers must develop and put a **Violence Prevention Policy** in place to protect their workers.

### Content of the Violence Prevention Policy (Section 11.4)

A violence prevention policy must describe the actions and measures employers will take to eliminate or control the risk of violence to workers. Building on requirements already in place, this section has been expanded to include:

- Measures to summon immediate assistance when violent or threatening situations occur.
- A description of any worksite at the workplace, where violence has occurred or may (reasonably be expected to) occur.
- A description of any specific job functions where the worker has been or may (reasonably be expected to) be exposed to an incident of violence.
- Procedures a worker will follow to report an incident of violence to the employer.
- Procedures the employer follow to document and investigate any incident of violence, and to put any control measures in place (as a result of the investigation) to eliminate or reduce the risk of further occurrence.
- A statement that the personal information disclosed, regarding an incident of violence, will be the minimum amount necessary.
- A recommendation that a worker who has been harmed as a result of a violent incident at the workplace is advised to consult their health care provider for treatment or referral to post-incident counseling, if appropriate.

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**Information for Workers (section 11.5):**

*If a risk of violence has been identified at the workplace, employers are required to inform workers about the nature and extent of the risk of violence to workers. Building on requirements already in place, this section has been clarified to include:*

- An employer's release of personal information, regarding the risk of violence from a person who has acted violently in the past and whom workers may encounter while at work, unless otherwise prohibited by law.

**Annual Report (section 11.7):**

*Each year, employers must prepare a report on violent incidents that will contain:*

- Records of incidents of violence at the workplace, if any;
- Results of any investigation into an incident of violence at the workplace, including a copy of any recommendations for control measures or for changes to the violence prevention policy and a copy of any report prepared under Part 2 (section 2.9) of the Regulation;
- Description of control measures put in place following investigation into an incident.

The annual report on workplace violence must be provided to: (a) the committee at the work place, (b) the representative at the workplace, (c) if there is no committee or representative at the workplace, the report must be provided to the workers at the workplace.

**Reference to legal requirements under workplace safety and health legislation:**

- o Workplace Safety and Health Regulations: Part 11 (Violence in the Workplace)
- o Workplace Safety and Health Regulations: Part 2 (Section 2.9)

**Additional workplace safety and health information available at [www.safemanitoba.com](http://www.safemanitoba.com)**



	<b>POLICY CATEGORY/NUMBER</b>	<b>HCS 215.5</b>
<b>POLICY TITLE</b>	<b>Date Approved</b>	April 29, 2013
Violence Prevention Program for Health Care Workers in Manitoba	<b>Applicable to</b>	Regional Health Authorities Health Corporations CancerCare Manitoba Diagnostic Services Manitoba
<b>BRANCH/DIVISION</b>	<b>Next Review Date</b>	
HEALTH WORKFORCE	<b>Date Reviewed</b>	
<b>RESPONSIBLE AUTHORITY</b>	<b>Date Revised</b>	
ASSISTANT DEPUTY MINISTER, HEALTH WORKFORCE	<b># of Pages</b>	3

### 1.0 POLICY STATEMENT

- 1.1. Every reasonable effort will be made to mitigate, eliminate or reduce all forms of violence in workplaces where healthcare services are provided. Where it is not reasonably practicable to eliminate the risk of violence, actions and measures will be taken to control that risk.

### 2.0 PURPOSE

- 2.1. To implement a systematic and comprehensive program for the prevention of healthcare related violence toward health care workers in Manitoba.

### 3.0 DEFINITIONS

- 3.1 Act** – The Manitoba Workplace Safety and Health Act, R.S.M. 1987, c. W210.
- 3.2 Client** – Patients, residents, clients.
- 3.3 Contractor** – A person who, pursuant to one or more contracts, directs the activities of one or more employers or self-employed persons involved in work at a workplace.
- 3.4 Hazard** – Any condition, activity, material, or substance that can cause injury or illness to a person.

- 3.5 Regulation** – The Manitoba Workplace Safety and Health Regulation, M.R. 217/2006 (including all current and future amendments).
- 3.6 Risk** – The potential that a chosen action or activity (including the choice of inaction) will lead to a loss (an undesirable outcome).
- 3.7 Supervisor** – A person who has charge of a workplace or authority over a worker. A supervisor is not a job title but rather a position of responsibility, accountability, and authority. Job title examples may include, but not limited to, lead-hand, foreman, supervisor, charge nurse, manager, or director, etc.
- 3.8 Violence** – any act that results in injury or threat of injury, real or perceived, by an individual, including but not limited to:
- 3.8.1 Acts of aggression (whether intentional or not).
  - 3.8.2 Verbal or written threats.
  - 3.8.3 Vandalism of personal property.
- 3.9 Violence, Types of –**
- 3.9.1 Type I (Criminal Intent): Results while a criminal activity is being committed and the perpetrator has no legitimate relationship to the workplace.
  - 3.9.2 Type II (Customer/client): The perpetrator is a customer or client at the workplace (e.g., health care client) and becomes violent while being served by the worker.
  - 3.9.3 Type III (Worker-on-Worker): Employees or past employees of the workplace are the perpetrators.
  - 3.9.4 Type IV (Personal Relationship): The perpetrator usually has a personal relationship with an employee (e.g., domestic violence in the workplace).
- 3.10 Visitor** – Any person who is attending the site on a temporary basis and that is not an employee, volunteer, contractor, or client.
- 3.11 Volunteer** – A person who performs a charitable service or helpful work willingly and without pay.
- 3.12 Worker/Staff:**
- 3.12.1 Any person who is employed by an employer to perform a service whether for gain or reward, or hope of gain or reward or not,
  - 3.12.2 Any person engaged by another person to perform services, whether under a contract of employment or not,
  - 3.12.3 Any person undergoing training or serving an apprenticeship at an educational institution or at any other place.
- 3.13 Workplace** – any building, site, workshop, structure, mobile vehicle, or any other premises or location whether indoors or outdoors in which one or more workers, or self-employed persons, are engaged in work or have worked.

## **4.0 POLICY**

**4.1** Every reasonable effort will be made to mitigate, eliminate or reduce all forms of workplace violence and to ensure that:

- 4.1.1** A violence-free workplace for all individuals' health, safety, welfare, and dignity is respected, protected and promoted.
- 4.1.2** Risks of violence are identified and appropriate prevention measures, controls, and practices are established that eliminate or minimize those risks.
- 4.1.3** Documented procedures are established to identify and address specific hazards and the associated risks for each workplace or area.
- 4.1.4** Workers are trained in and follow the safety procedures to prevent and respond to violence-related incidents.
- 4.1.5** Workers are empowered to make and act on decisions regarding the risk of violence to protect themselves and others.
- 4.1.6** Critical incident debriefing and other supports to workers affected by a workplace violence incident is available and accessible.
- 4.1.7** All individuals including workers, contractors, volunteers, and management understand their roles and responsibilities related to violence prevention in the health care environment and are held accountable.
- 4.1.8** All clients and visitors are expected to follow the violence-free workplace program.
- 4.1.9** Employers and its supervisors comply with this policy and its requirements.
- 4.1.10** At a minimum, compliance with The Workplace Safety and Health Act and Regulations, Accreditation Standards, and applicable Collective Agreements is maintained.
- 4.1.11** The program will be evaluated at appropriate intervals and sustainability measures are implemented.

## **5.0 PROCEDURES**

**5.1** Procedures to support the implementation of this policy will be established.

## **6.0 POLICY DOCUMENTS**

*The Workplace Safety and Health Act*, R.S.M. 1987, c. W210

Manitoba Workplace Safety and Health Regulation, M.R. 217/2006

**Seventh Edition**

# Canadian Immunization Guide

**2**

**www.naci.gc.ca**

**Public Health Agency of Canada** **Agence de la santé publique du Canada**

**Canada**



# Part 3

## Recommended Immunization



## Immunization of Adults

Prevention of infection by immunization is a lifelong process. There are a number of vaccines that all adults ( $\geq 18$  years) require. There are also other vaccines that need to be tailored to meet individual variations in risk resulting from occupation, foreign travel, underlying illness, lifestyle and age.

### Immunization does not stop at childhood!

Childhood immunization programs have significantly reduced vaccine-preventable diseases among children, but Canada's population has an increasing number of adults who remain vulnerable to these diseases. For example, a random digit dialing telephone survey conducted in 2002 among Canadians aged  $\geq 18$  found that only 34% of respondents had adequate coverage for tetanus, and this rate was lowest in those aged  $\geq 60$ . Furthermore, although overall rates of vaccination are rising as compared with previous years, only two-thirds of Canadians aged  $\geq 65$  surveyed in 2000/2001 reported receiving influenza vaccination, and only 47% of those aged  $\geq 20$  with at least one chronic complication placing them at increased risk of influenza had been vaccinated.

### Reasons for adults not being immunized

The following are common reasons for incomplete immunization in the adult years:

- ◆ lack of recommendation from their physician
- ◆ misrepresentation/misunderstanding of the risks of vaccine and benefits of disease prevention in adults
- ◆ lack of understanding of vaccine safety and efficacy
- ◆ missed opportunities for receiving the vaccine at health care encounters in physicians' offices, hospitals and nursing homes
- ◆ lack of publicly funded vaccine and reimbursement to health care providers
- ◆ lack of coordinated immunization programs for all adults
- ◆ lack of regulatory or legal requirements
- ◆ fear of injections
- ◆ lack of availability of up-to-date records and recording systems.

### Health care provider as health advocate

Health professionals have the responsibility to prevent vaccine-preventable diseases in those under their care. Failure to maintain adult immunization results in significant individual risk, increased mortality and community

risk for preventable diseases. Society not only expects health practitioners to promote newly approved interventions that maintain health and prevent disease but also to ensure that the population under their care has continuing and updated protection through appropriate immunization. Health care providers are recognized as leaders in their community, and their behaviours and attitudes can be a positive force for health promotion. They must present factual information concerning immunization and vaccines and also be able to review the benefits and risks of these interventions. This must be done in a manner that promotes the well-being of the individual, the family and the community.

### Strategies to improve vaccine uptake in adults

Four categories of effective intervention that increase vaccine uptake have been described by Shefer et al. Interventions that increase the demand include community education, patient reminders, incentives and patient-held records. Educational programs for health care providers are also effective. However, the two interventions that had the greatest success in enhancing access to immunization were programs that decrease costs and those that include legal or regulatory interventions. Stone et al. in their meta-analysis of controlled clinical trials concluded that organizational changes, such as the introduction of specific clinics and the participation of non-physician staff to execute the specific prevention strategies, were the most effective ways to enhance uptake. Johnston and Conly have conducted an excellent review of these issues.

All adults should be counselled concerning their personal immunization status. Health care providers should regularly review the patients under their care to ensure not only that their immunization status is up to date but also that they have been made aware of new vaccines. Practitioners should regularly audit their patients' immunization records during clinical encounters that coincide with a mid-decade birthday (i.e., 15, 25, 35, 45, 55 years etc.).

There are a number of patient encounters/situations that provide opportunities for general vaccine counselling in adults:

- ◆ "new" patient/client encounter as part of the "history";
- ◆ patient hospitalization, especially when the diagnosis is a chronic disease;
- ◆ patients requesting specific vaccination(s), e.g., pneumococcal vaccine or influenza vaccine;
- ◆ patients with evidence of "risk taking" behaviour, such as illicit drug use or a sexually transmitted disease;
- ◆ individuals requesting advice concerning international travel;
- ◆ periodic health examinations;
- ◆ visits for chronic disease management;
- ◆ management protocols on admission to nursing and long-term care institutions;



- ♦ pregnancy and the immediate post-partum period;
- ♦ assessment of new immigrants to Canada;
- ♦ new employee assessments in health care and health care-related facilities;
- ♦ parents attending their children's vaccination visits.

### Immunizations recommended for adults – routine

All adults should be immunized against diphtheria, tetanus, pertussis, measles, mumps, rubella and varicella. The schedule for adults who have no record or an unclear history of prior immunization as well as for booster dosing of those who have completed a prior primary series is shown in Table 5.

All Canadian adults require maintenance of immunity to tetanus and diphtheria, preferably with combined (Td) toxoid and a single dose of acellular pertussis vaccine. The first priority is to ensure that children receive the recommended series of doses, including the school leaving dose at 14 to 16 years of age, and that adults have completed primary immunization with Td. Currently, only a single dose of acellular pertussis (given as Tdap) is recommended in adulthood because the duration of protection from Tdap has yet to be determined. For adults not previously immunized against pertussis only one dose of Tdap is required as it is assumed that most adults will have some degree of immunity due to prior pertussis infection.

Combined measles, mumps, rubella vaccine (MMR) is preferred for vaccination of individuals not previously immunized against one or more of these viruses. Adults born before 1970 may be considered immune to measles. Adults born in 1970 or later who do not have documentation of adequate measles immunization or who are known to be seronegative should receive MMR vaccine. One additional dose of vaccine should be offered only to adults born in 1970 or later who are at greatest risk of exposure and who have not already received two doses or demonstrated immunity to measles. These people include travellers to a measles-endemic area, health care workers, students in post-secondary educational settings and military recruits. MMR is recommended for all adults without a history of mumps or mumps immunization. MMR vaccine should also be given to all adults without a history of rubella vaccination. Female adolescents and women of childbearing age should be vaccinated before pregnancy or post-partum, unless they have documented evidence of detectable antibody or prior vaccination. In addition, it is also important that health care workers of either sex be actively immunized against rubella because they may, through frequent face-to-face contact, expose pregnant women to rubella.

A history of chickenpox infection is adequate evidence of varicella immunity. Serologic testing should be performed in adults without a history of disease, as the majority of such adults will be immune and do not require the varicella vaccine. It is particularly important to promote varicella immunization with immigrants and refugees from tropical countries, women of

**Table 5. Adult Immunization Schedule – Routinely for All**

Vaccine	Dosing schedule (no record or unclear history of immunization)	Booster schedule (primary series completed)
Tetanus and diphtheria (page 312) given as Td; and pertussis given as Tdap	Doses 1 and 2, 4-8 weeks apart and dose 3 at 6-12 months later; one of the doses should be given as Tdap for pertussis protection	Td every 10 years; 1 dose should be given as Tdap if not previously given in adulthood
Measles, mumps and rubella (page 231) given as MMR	1 dose for adults born in or after 1970 without a history of measles or those individuals without evidence of immunity to rubella or mumps; second dose for selected groups (page 231)	Not routinely required
Varicella (page 335)	Doses 1 and 2, at least 4 weeks apart for susceptible adults (no history of natural disease or seronegativity)	Not currently recommended

childbearing age, those who are at occupational risk of exposure, including health care and child care workers, household contacts of immunocompromised persons, those with cystic fibrosis, and those susceptible adults exposed to a case of varicella. There are no data at present to guide recommendations for varicella booster dosing in adults following the primary vaccination series.

### Immunizations for adults – specific risk groups

There are several specific groups of adults for whom certain vaccines are recommended because of the presence of risk factors for disease, and these are summarized in Table 6. In many cases, individual factors, and in particular the presence of underlying co-morbid illnesses, define groups that specifically benefit from certain vaccines. However, there are two commonly encountered groups of healthy adults who require assessment for a series of vaccines: health care workers and international travelers. In both of these groups, the priority should be to ensure that routinely recommended immunizations are completed and booster doses provided as indicated.

Health care workers, including hospital employees, other staff who work or study in hospitals (e.g., students in health care disciplines and contract workers), other health care personnel (e.g., those working in clinical laboratories, nursing homes and home care agencies) and child care workers, are at risk of exposure to communicable diseases because of their contact



with patients or material from individuals with infections, both diagnosed and undiagnosed.

Hepatitis B is the most important vaccine-preventable infectious occupational disease for health care workers. The risk of being infected is a consequence of the prevalence of virus carriers in the population receiving care, the frequency of exposure to blood and other body fluids and the contagiousness of hepatitis B virus. Hepatitis B vaccine is recommended for health care workers and others who may be exposed to blood or blood products, or who may be at increased risk of sharps injury, bites or penetrating injuries (for example, clients and staff of institutions for the developmentally challenged). Annual influenza immunization is recommended for all health care personnel who have contact with individuals in high-risk groups. Such personnel include physicians, nurses and others in both hospital and out-patient settings; employees of chronic care facilities; and providers of home care, visiting nurses and volunteers. Influenza immunization of health care workers has been shown to reduce the mortality and morbidity of patients under their care in long-term settings and to reduce worker illness and absenteeism during the influenza season. Other vaccines may be indicated for certain workers at particularly high risk of exposure, such as laboratory workers in specialized reference or research facilities. These include but are not limited to typhoid, meningococcal, BCG, rabies, and smallpox vaccines. An individualized risk-benefit assessment is required.

International travelers represent another defined group requiring specific vaccine consideration. Ensuring that traveling adults have completed a primary series of routine vaccinations is the first priority (Table 6). This is particularly important because many vaccine-preventable diseases remain endemic in developing countries. Although completion of primary polio vaccination is adequate in most adults, a one-time polio booster ( $> 10$  years since primary vaccination) is recommended for adults who have not had a previous booster and are traveling to polio-endemic countries. It is also important that travelers who are in specific risk groups for routine vaccines (such as pneumococcal and influenza vaccines in those  $\geq 65$ ) receive the ones indicated. With travel-specific vaccines, an individualized approach is required that considers a patient's health status, risk of exposure and complications from vaccine-preventable illness, as well as location and duration of travel. Most commonly these include consideration for immunization against yellow fever, Japanese encephalitis, typhoid, cholera, meningococcal disease, rabies, and hepatitis A and B, as listed in Table 6.

Adults  $\geq 65$  years of age and those with conditions that increase their chances of complications should receive one dose of pneumococcal vaccine and yearly influenza vaccine. Opportunities to increase influenza vaccination should be taken; it is estimated that less than one-half of high-risk Canadians receive influenza vaccine annually. Increasing the rate of influenza vaccination of health care workers and household contacts of individuals with increased risk of influenza complications will not only

affect the vaccinated individuals but may also result in substantial secondary benefit to others.

Hepatitis A vaccination is recommended for those at increased risk of exposure (see *Hepatitis A Vaccine* chapter). Universal immunization against hepatitis B is recommended in childhood in Canada, and opportunities should be provided for adults to receive hepatitis B vaccine. Adults who are at increased risk of exposure to hepatitis B by virtue of their occupation, lifestyle or environment should receive the vaccine at the earliest possible clinical encounter. Patients may be vaccinated simultaneously for hepatitis A and B using a combined vaccine. Because of their increased risk for complications, all non-immune patients with chronic liver disease should be vaccinated against hepatitis A and B.

Cholera vaccine should be considered for high-risk travelers to cholera-endemic countries (please refer to the *Immunization of Travellers* chapter).

Meningococcal C conjugate vaccines are recommended for immunization of young adults to prevent the increased risk of serogroup C meningococcal disease in these age groups. Meningococcal vaccine is recommended for certain groups with increased risk of meningococcal disease (please refer to the *Meningococcal Vaccine* chapter). Such individuals include those with functional or anatomic asplenia; persons with complement, properdin or factor D deficiency; military recruits; research, industrial and clinical laboratory personnel who are routinely exposed to *Neisseria meningitidis* cultures; and travelers to high-risk areas. In cases in which risk is restricted to group C disease, monovalent serogroup C meningococcal conjugate vaccine may be preferred. Meningococcal vaccine is also used for outbreak management.

Although oral poliovirus vaccine is no longer used in Canada, individuals who have received a primary vaccination series with this vaccine are considered immune. Immunization of adults against poliovirus should be considered for those at increased risk (see *Poliomyelitis Vaccine* chapter).

Rabies vaccine should be offered, before exposure, to those individuals at high risk as a result of occupational or travel exposure to rabid animals. These may include veterinarians, laboratory workers, animal control and wildlife workers, spelunkers, trappers and hunters, and travelers to endemic countries where there may be limited access to safe and effective post-exposure prophylaxis.

Typhoid vaccine is recommended for high-risk international travelers, including those with prolonged (> 4 weeks) exposure in an endemic region or those with shorter duration of stay in particularly high-risk situations (please refer to the *Typhoid Vaccine* chapter). Although routine vaccination of health care workers is not required, laboratory workers who frequently handle live cultures of *Salmonella typhi* should be vaccinated.



**Table 6. Adult Immunization Schedule — Specific Risk Situations**

Vaccine or toxoid	Indication	Schedule
Influenza (page 209)	Adults $\geq$ 65 years; Adults < 65 years at high risk of influenza-related complications, their household contacts, health care workers, and all those wishing to be protected against influenza.	Every autumn using current recommended vaccine formulation
Pneumococcal polysaccharide (page 267)	Adults $\geq$ 65 years; Adults < 65 who have conditions putting them at increased risk of pneumococcal disease	1 dose
Hepatitis A (page 179)	Occupational risk, life-style, travel and living in areas lacking adequate sanitation. Outbreak control, post-exposure immunoprophylaxis. Patients with chronic liver disease.	2 doses 6-12 months apart
Hepatitis B (page 189)	Occupational risk, life-style, post-exposure immunoprophylaxis. Patients with chronic liver disease.	3 doses at 0, 1 and 6 months
Bacille Calmette-Guérin (BCG) (page 149)	Rarely used. Consider for high-risk exposure in selected cases.	1 dose
Cholera (page 158)	High-risk exposure in travelers to endemic area(s)	1 oral dose of live attenuated vaccine; 2 doses at least 1 week apart but not greater than 6 weeks of oral inactivated vaccine
Japanese encephalitis (page 221)	Travel to endemic area(s) or other exposure risk	3 doses at days 0, 7 and 30
Poliomyelitis (page 277)	Travel to endemic area(s) or other risk group	Primary series doses 1 and 2, 4-8 weeks apart and dose 3 at 6-12 months later; 1 booster dose if > 10 years since primary series
Meningococcal conjugate	Young adults	1 dose
Meningococcal polysaccharide (page 239)	High-risk exposure groups	1 dose
Rabies, pre-exposure use (page 285)	Occupational or high-risk travelers	3 doses at days 0, 7 and 21
Typhoid (page 317)	High-risk travelers to endemic area(s) or other high-risk exposure	Parenteral capsular polysaccharide 1 dose; live attenuated 3-4 oral doses depending on preparation

**Table 6. Adult Immunization Schedule – Specific Risk Situations**

Vaccine or toxoid	Indication	Schedule
Yellow fever (page 343)	Travel to endemic area(s) or if required for foreign travel	1 dose with booster every 10 years if required
Smallpox	Laboratory staff working with vaccinia or other orthopoxviruses	1 dose

Naturally occurring smallpox has been eradicated worldwide, and as a result vaccination is highly restricted. Laboratory workers who handle vaccinia or other orthopoxviruses should be considered for vaccination.

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## MNU VACATION SCHEDULING PROCEDURE

*Note: Employer Policies cannot contain provisions which are contrary to the provisions of the Collective Agreement. For example, the Employer cannot limit the number of vacation blocks a nurse can request (if a nurse has 4 or 5 weeks of vacation, she/he can request 4 or 5 blocks of vacation) and cannot limit the number of weeks that a nurse may request at any one time (a nurse with 4 or 5 weeks of vacation can request them all together during the summer or over Christmas if she/he chooses and has the seniority to have her/his request granted.)*

1. As required by Article 2109 of the MNU Collective Agreement, vacation entitlement lists are to be posted by March 1<sup>st</sup> of each year and shall reflect each nurse's projected vacation entitlement as at April 30<sup>th</sup> of that year **(dates vary between facilities)**.
  - 1.1 Vacation entitlement lists shall be prepared in seniority order and shall include the following:
    - Number of nurses in each occupational classification (i.e. Nurse II, III, IV, LPN, ORT) for each unit/site/facility, or number of nurses for each unit/site/facility (e.g. any one nurse regardless of classification) that may be scheduled for vacation at any one time
    - Number of projected vacation hours
    - Number of vacation entitlement weeks.
      - The projected vacation entitlement **must** include the additional week of vacation earned on completion of 20, 25, 30, 35, 40 etc years of continuous service. These days are taken during the vacation year in which they are earned (Article 2104)
      - The projected vacation entitlement will include any unpaid weeks earned when a nurse has been off on an unpaid leave during the vacation accrual year
2. Beginning March 15<sup>th</sup> 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 including any unpaid vacation she/he is requesting, in writing. This process must be completed by April 30<sup>th</sup> of each year **(dates vary between facilities)**.
  - 2.1 It is imperative that nurses are provided with sufficient notice of their respective vacation scheduling appointment.
  - 2.2 **Note:** It is also imperative that nurses on LOA, Income Protection, D & R, WCB, Vacation, etc. are notified of their respective vacation scheduling appointment.

- 2.3 Nurses in term positions shall also indicate their vacation requests at this time on the unit where they occupy the term position. However, 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.
- 2.4 These appointments shall take place in person, unless otherwise mutually agreed, and shall include reviewing the vacation selected/approved to date.

It is mandatory for nurses to attend their respective vacation scheduling appointment. This appointment should take place in person or by telephone or by making other arrangements with the Employer if the nurse is out of town. \*\*Except in extenuating circumstances, a nurse who fails to attend her/his appointment to indicate her/his choice of vacation dates shall be placed at the bottom of the seniority list for that unit/facility/site. Accordingly, when the schedule of appointments is completed, the Manager/ designate will meet with the nurse(s) who failed to attend their scheduled appointment and in consultation with the nurse will schedule said vacation within the time periods remaining. This is the only opportunity that nurses have to request vacation for the upcoming vacation year. The vacation scheduling process is not interrupted because a nurse has failed to show up for her/his appointment.

\*\*Extenuating circumstances include but are not limited to a motor vehicle accident on the way to the appointment, death in the family, etc. Extenuating circumstances **do not** include – "I forgot", "my car did not start", etc. If the nurse misses her/his appointment due to extenuating circumstances, she/he does not go to the bottom of the list but her/his appointment is rescheduled as soon as possible.

The nurse is to come to the appointment prepared to indicate in writing her/his choice of vacation dates.

- 2.4 All of the nurse's earned vacation, including unpaid vacation and the "Bonus Week" as per 2104, must be chosen at her/his respective vacation scheduling appointment, except for the three (3) days as per Article 2101 of the Collective Agreement. If nurses do not select these three (3) days during their vacation scheduling appointment, seniority will not be considered when these dates are requested at a later date. A nurse must request to use these vacation days in accordance with Article 1501 of the Collective Agreement.

<p><b>NOTE:</b> For former Civil Service nurses who have maintained their pension with the Civil Service Superannuation Plan, vacation days may be reserved in accordance with the Memorandum of Understanding Supplementary to the Collective Agreement</p>
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**MOU NEW 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, 2012
- 4 fiscal years = the fiscal year of 2016/2017
- Nurse must retire prior to March 31, 2017

- 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.

- 2.5 The selected vacation schedule shall be updated on an ongoing basis and shall be posted in an accessible location to allow nurses to remain current on what vacation periods have already been selected. The selected vacation schedule should be updated immediately following each nurse's vacation selection.
  - 2.6 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. This request to change vacation can only occur after all nurses have selected vacation in seniority order and the completed vacation schedule is posted.

- 2.7 The approved vacation schedule will be posted no later than May 1<sup>st</sup> ***(dates vary between facilities)***.
- 2.8 A nurse **must use** current annual vacation, (which was earned during the previous vacation year), during the current vacation year (See 2.4 above for exception for former Civil Service Nurses, see 3.4 for nurses on Parenting Leave and see 3.5 for nurses on D&R/WCB/MPI). If the current annual vacation is not used or scheduled by January 15<sup>th</sup>, the Employer has the right to schedule the vacation prior to the end of the current vacation year. This scheduling of vacation not requested by a nurse must be completed prior to April 30<sup>th</sup> because all vacation, except for the three (3) days as per Article 2101, must be scheduled prior to April 30<sup>th</sup>. Vacation may be paid out only in extenuating circumstances ***(dates vary between facilities)***.
- 2.9 **Article 2104- Bonus Week of Vacation**

The nurse is provided an extra vacation bonus in recognition of long service as a nurse. Five extra paid days are granted in the vacation year in which the full-time nurse completes 20 years of continuous service (as clarified in Article 2105). Part-time nurses' paid vacation is prorated based on regular paid hours in the preceding vacation year. The 5 days are granted for that vacation year and in each vacation year that a subsequent 5<sup>th</sup> anniversary occur. The 5 days are taken at any time during the vacation year in which these anniversaries occur. The 5 days can be taken prior to the anniversary date if the nurse so requests in accordance with 2109, however if the nurse terminates employment prior to the actual anniversary date, any of the bonus week vacation taken must be repaid.

**\*\*NOTE Any nurse who has been off on an unpaid leave of absence during the vacation accrual year immediately preceding her/his anniversary date is still entitled to the paid "bonus week" of vacation.**

If the nurse is on an unpaid leave of absence for the entire vacation year that she/he would otherwise qualify for this bonus week, she/he is not entitled to this bonus week. It does not carry over.

## 2.10 Moving to Next Level of Entitlement

When a nurse moves to the next level of vacation entitlement ie. From 3 to 4 weeks, depending on when her/his vacation entitlement date falls she/he may not have enough for the full entitlement (4 weeks) in the first vacation year in which the change occurs.

Employees can only take the earned vacation.

For example, if vacation entitlement date is in October (half way through the vacation year), the employee will have only earned 3½ weeks rather than 4 weeks.

3. Vacation is to be requested in weeks (7 day blocks), indicating the day of the week vacation is requested to begin as per Article 2101, e.g. the request is for 3 weeks starting Wednesday, July 6<sup>th</sup>.

- 3.1 Part-time nurses who request one week of vacation which includes their entire EFT shall be advised that this is 2 weeks of vacation as per Article 3405 (a) and (b). This means a nurse will be away from the workplace for 14 continuous days which is equivalent to 2 weeks off for a full-time nurse. This may require adjustments to the nurse's shift schedule prior to or following these vacation weeks.

- One week of vacation is equivalent to half of the nurse's EFT
- Two weeks vacation is equivalent to the entire EFT

<b>EFT</b>	<b>7.75 Hours/1 Week Vacation</b>	<b>11.63 Hours/1 Week Vacation</b>	<b>7.75 Hours/2 Weeks Vacation</b>	<b>11.63 Hours/2 Weeks Vacation</b>
1.0	5 days	3.3 days	10 days	6.7 days
0.9	4.5 days	3 days	9 days	6 days
0.8	4 days	2.7 days	8 days	5.3 days
0.7	3.5 days	2.3 days	7 days	4.6 days
0.6	3 days	2 days	6 days	4 days
0.5	2.5 days	1.7 days	5 days	3.3 days
0.4	2 days	1.3 days	4 days	2.7 days
0.3	1.5 days	1 day	3 days	2 days
0.2	1 day	0.6 days	2 days	1.3 days
0.1	½ day	3.5 hours	1 day	7 hours

\*\*\* NOTE: It is not possible to schedule partial days of vacation for nurses who work 8 or 12 hour shifts. Therefore the number of days of vacation is balanced over the number of weeks of entitlement the nurse receives. See attached tables (Vacation by EFT) at the end of this document for the distribution of shifts based on the nurses EFT)

If the nurse chooses to take one week of vacation during a week where she/he normally works more than half of her/his EFT, the nurse will have those excess days rescheduled as soon as possible surrounding the vacation period to ensure her/his EFT is maintained. It is understood that the posted hours for that period for the nurse going on vacation may differ from her/his master rotation to accommodate her/his rescheduled shifts. If the nurse chooses to take one week of vacation during a week where she/he normally works less than her/his EFT, the nurse may have a day from the previous week or the following week rescheduled into this short week in order to ensure that she/he receives her/his EFT in vacation time.

- 3.2 Excess vacations are those hours earned by part-time nurses working occasional additional available shifts above their EFT. 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. Therefore, the nurse may receive more vacation pay than what her/his EFT is during each week of vacation. The nurse cannot use this excess vacation to request additional weeks of vacation that she/his is not entitled to.
- 3.3 Nurses who request to retain up to three (3) 7.75 hour vacation days (two 12 hour shifts) for personal use shall have their number of weeks of vacation reduced as follows:

Listed below is a table that identifies the amount of vacation taken if three 7.75 hour vacation days are retained.

EFT	= Vacation Taken
1.0	½ week vacation
0.9	½ week vacation
0.8	¾ week vacation
0.7	1 week vacation
0.6	1 week vacation
0.5	1 week vacation
0.4	2 weeks vacation
0.3	2 weeks vacation
0.2	3 weeks vacation
0.1	6 weeks vacation

- 3.4 When a nurse is granted a parenting LOA and is not anticipated to return prior to April 30<sup>th</sup>, every reasonable effort will be made to schedule her/his vacation prior to the leave. The nurse may retain 5 paid vacation days to utilize upon return from parenting LOA as per Article 2408(c). ***(dates vary between facilities)***.

- 3.5 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) paid days of current annual vacation (pro-rated for part-time based on her/his EFT).
- 3.6 All vacation hours for all nurses shall be assigned, approved and posted on May 1<sup>st</sup> as per Article 2109 (***dates vary between facilities***).

Exception: The "up to 3 vacation days" requested for personal use shall be included on the approved vacation schedule and shall be awarded in order of seniority provided the specific dates are included in the request prior to April 30<sup>th</sup>. If no specific dates are attached, these days will be granted as long as adequate notice is given in order to accommodate scheduling in accordance with Article 1501.

**NOTE: ALL VACATION HOURS MUST BE APPROVED AND POSTED BY MAY 1<sup>ST</sup> (DATES VARY BETWEEN FACILITIES) REGARDLESS OF WHETHER OR NOT THE EMPLOYER HAS VACATION RELIEF IN PLACE. IT IS NOT THE PART-TIME NURSES' RESPONSIBILITY TO AGREE TO WORK ADDITIONAL AVAILABLE SHIFTS DURING VACATION PERIODS BEFORE THE EMPLOYER APPROVES VACATION REQUESTS.**

4. Vacation to be taken shall be calculated as follows:

**4.1 Full-time Nurses**

Vacation must be requested in weeks. One week's vacation is equal to 5 paid days (38.75 hours) as per Article 2101. If a Recognized Holiday falls within a vacation request, vacation will be assigned and the Recognized Holiday will be banked or scheduled.

**4.2 Part-Time Nurses - Excess Vacation Earned by Working Additional Shifts**

Vacation must be requested in weeks. One week of vacation is equal to 5 paid days (prorated) as per Article 3405 (a). Excess vacations are those hours earned by part-time nurses working occasional additional available shifts above their EFT. To ensure that the part-time nurses are treated similarly to full-time nurses with respect to vacation weeks, the following formula is used to calculate vacation hours to be paid within each vacation week requested.



$$\frac{\text{Total Vacation Hrs. Earned}}{\text{Vacation Weeks Earned}} = \text{\# of hours vacation paid per week regardless of EFT}$$

$$\text{e.g. } \frac{100 \text{ hours}}{4 \text{ weeks}} = 25 \text{ hours paid/week of vacation requested}$$

##### 5. **Vacation Allocation for Nurses on Leave During Accrual Year:**

During an approved leave of absence, employment is considered continuous. Nurses are still employed, but not earning wages while on the leave. Nurses who return from leave are entitled to their full vacation time (# of weeks as per Article 2103) but not full vacation pay.

Vacation pay for nurses who have taken a leave is calculated on the same basis as part-time nurses (Article 3405) as follows:

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

While on leave, nurses are still employed. The time they are away on leave **does** count toward their years of service when determining how much vacation they are entitled to.

**For example:** A nurse who is on unpaid leave for 6 months during the vacation accrual year is entitled to all of the vacation accrual, i.e. if she/he is earning vacation at the 4 week rate, she/he is entitled to 2 weeks of paid vacation and 2 weeks of unpaid vacation. The nurse may choose to take only full paid vacation weeks, (e.g. this nurse could just take 2 weeks). The nurse shall not be forced to take any unpaid vacation in order to be off for the entire vacation weeks, (e.g. this nurse could choose not to take two unpaid weeks).

##### 6. **New Hires**

As per Article 2102 of the Collective Agreement “A nurse who has completed less than one (1) year of employment as at the cut-off date shall be entitled to a paid vacation at the rate of one and one-quarter (1.25) days per month worked, however, unless otherwise mutually agreed, the Employer is not obliged to permit earned vacation to be taken until a nurse has completed six (6) months of employment.”

This applies to all new hires that start at a facility and have come from out of province/country or new graduates.

In accordance with the provisions of Mobility, vacation earned at the sending facility shall not be paid out upon transfer unless the nurse requests. If a nurse 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.

**7. Nurses Who Change EFT's from Accrual Year to Vacation Year:**

The rate of vacation accrual determines the vacation weeks, not the hours of vacation earned as per Article 2103.

**For Example:**

- (i) A part-time nurse worked 0.5 EFT position, earned vacation at the 4 week rate and earned 116.25 hours of vacation. She/he has requested one vacation period of 3 weeks and one of 1 week. She/he has moved to a full-time position in the interim. So, 4 weeks vacation now equals 155 hours. The nurse is granted her/his request even though she/he has inadequate vacation hours for all the scheduled shifts in the three week and one week vacation periods. However, the nurse may choose to take only full paid vacation weeks, (e.g. this nurse could just take 3 weeks). The nurse shall not be forced to take any unpaid vacation in order to be off for the entire vacation weeks, (e.g. this nurse could choose not to take one unpaid week).
- (ii) The full-time nurse who has earned 155 hours vacation (4 weeks) and goes to a .5 EFT part-time position will be paid 4 weeks vacation (77.5 hours). The remaining 77.5 hours will be paid as vacation excess during the vacation period as per 4.2 of this document.

**8. Nurses Who Transfer Between Units/Sites With the Same Employer:**

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

**9. Nurses Who Transfer to Another Employer Under Portability Provisions:**

As per #7 of Portability Guidelines, employment terminates with the sending facility and commences with the receiving facility, in order for Portability to apply. Therefore, accrued vacation pay is paid out by the sending facility; only the accrual rate is ported. However, during the next vacation year they are also entitled to the number of vacation weeks in accordance with Article 2103, whether paid or unpaid, because their years of continuous service have been ported and are recognized by the new Employer.

For example, a nurse earning at the 4 week rate of vacation who transferred to another Employer in October is entitled to 2 weeks of paid vacation and 2 weeks of unpaid vacation in the following vacation year. Depending on when you

transferred under the portability provisions, you may have very little or no paid vacation for the next vacation year.

10. **Applicable to NOR-MAN & BURNTWOOD**

**Travel Time**

In accordance with Article 2103, two (2) additional paid days travel are granted each year. The hours paid per day are pro-rated for part-time nurses. The travel days are to be requested with one of the “blocks” of vacation chosen by the nurse (i.e the day before and the day after one of the nurse’s vacation blocks).

EFT	Total Wks	Total Hours	Total Shifts	Shifts Per Week Block							Total Hours	Balance Of Hrs
EFT	Wks of Vac	Total Hours	12 Hr Shifts	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Used	
1.00	7	271.25	24	4	4	4	3	3	3	3	279.000	-7.75
	6	232.50	20	4	4	3	3	3	3	0	232.500	0.000
	5	193.75	17	4	4	3	3	3	0	0	197.625	-3.875
	4	155.00	14	4	4	3	3	0	0	0	162.750	-7.75
	3	116.25	10	4	3	3	0	0	0	0	116.250	0.000
	2	77.50	7	4	3	0	0	0	0	0	81.375	-3.875
	1	38.75	4	4	0	0	0	0	0	0	46.500	-7.75
0.90	7	244.125	21	3	3	3	3	3	3	3	244.125	0.000
	6	209.25	18	3	3	3	3	3	3		209.250	0.000
	5	174.375	15	3	3	3	3	3			174.375	0.000
	4	139.50	12	3	3	3	3	0	0	0	139.500	0.000
	3	104.625	9	3	3	3	0	0	0	0	104.625	0.000
	2	69.75	6	3	3	0	0	0	0	0	69.750	0.000
	1	34.875	3	3	0	0	0	0	0	0	34.875	0.000
0.80	7	217.00	18	3	3	3	3	2	2	2	209.250	+7.75
	6	186.00	16	3	3	3	3	2	2	0	186.000	0.000
	5	155.00	13	3	3	3	2	2	0	0	151.125	+3.875
	4	124.00	10	3	3	2	2	0	0	0	116.250	+7.75
	3	93.00	8	3	3	2	0	0	0	0	93.000	0.000
	2	62.00	5	3	2	0	0	0	0	0	58.125	+3.875
	1	31.00	2	2	0	0	0	0	0	0	23.250	+7.75
0.70	7	189.875	16	3	3	2	2	2	2	2	186.000	+3.875
	6	162.75	14	3	3	2	2	2	2	0	162.750	0.000
	5	135.625	11	3	2	2	2	2	0	0	127.875	+7.75
	4	108.50	9	3	2	2	2	0	0	0	104.625	+3.875
	3	81.375	7	3	2	2	0	0	0	0	81.375	0.000
	2	54.25	4	2	2	0	0	0	0	0	46.50	+7.75
	1	27.125	2	2	0	0	0	0	0	0	23.25	+3.875
0.60	7	162.75	14	2	2	2	2	2	2	2	162.750	0.000
	6	139.50	12	2	2	2	2	2	2	0	139.500	0.000
	5	116.25	10	2	2	2	2	2	0	0	116.250	0.000
	4	93.00	8	2	2	2	2	0	0	0	93.000	0.000
	3	69.75	6	2	2	2	0	0	0	0	69.750	0.000
	2	46.50	4	2	2	0	0	0	0	0	46.500	0.000
	1	23.25	2	2	0	0	0	0	0	0	23.250	0.000

EFT	Total Wks	Total Hours	Total Shifts	Shifts Per Week Block							Total Hours Used	Balance Of Hours
EFT	Wks of Vac	Total Hours	12 Hr Shifts	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7		
0.50	7	135.625	11	2	2	2	2	1	1	1	127.875	+7.75
	6	116.25	10	2	2	2	2	1	1	0	116.250	0.000
	5	96.875	8	2	2	2	1	1	0	0	93.000	+3.875
	4	77.50	6	2	2	1	1	0	0	0	69.750	+7.75
	3	58.125	5	2	2	1	0	0	0	0	58.125	0.000
	2	38.75	3	2	1	0	0	0	0	0	34.875	+3.875
	1	19.375	1	1	0	0	0	0	0	0	11.625	+7.75

0.40	7	108.50	9	2	2	1	1	1	1	1	104.625	+3.875
	6	93.00	8	2	2	1	1	1	1	0	93.000	0.000
	5	77.50	6	2	1	1	1	1	0	0	69.750	+7.75
	4	62.00	5	2	1	1	1	0	0	0	58.125	+3.875
	3	46.50	4	2	1	1	0	0	0	0	46.500	0.000
	2	31.00	2	1	1	0	0	0	0	0	23.250	+7.75
	1	15.50	1	1	0	0	0	0	0	0	11.625	+3.875

0.30	7	81.375	7	1	1	1	1	1	1	1	81.375	0.000
	6	69.75	6	1	1	1	1	1	1	0	69.750	0.000
	5	58.125	5	1	1	1	1	1	0	0	58.125	0.000
	4	46.50	4	1	1	1	1	0	0	0	46.500	0.000
	3	34.875	3	1	1	1	0	0	0	0	34.875	0.000
	2	23.25	2	1	1	0	0	0	0	0	23.230	0.000
	1	11.625	1	1	0	0	0	0	0	0	11.625	0.000

0.20	7	54.25	4	1	1	1	1	0	0	0	46.50	+7.75
	6	46.50	4	1	1	1	1	0	0	0	46.500	0.000
	5	38.75	3	1	1	1	0	0	0	0	34.875	+3.875
	4	31.00	2	1	1	0	0	0	0	0	23.250	+7.75
	3	23.25	2	1	1	0	0	0	0	0	23.250	0.000
	2	15.50	1	1	0	0	0	0	0	0	11.625	+3.875
	1	7.75	1	1	0	0	0	0	0	0	11.625	-3.875

When a nurse chooses to save up to three 7.75 hour vacation days (23.25 hours total) the number of shifts assigned and vacation weeks scheduled are reduced accordingly

**NOTE for - balance as per last column:** For full-time nurses, when there is a negative balance remaining as per the last column above, the nurse may use banked overtime or STAT time

**NOTE for + balance as per last column:** For part-time nurses, when there is a positive balance remaining as per the last column above, the balance is paid as excess vacation pay in accordance with Article 3405 (b).

## MNU VACATIONS BY EFT

EFT	Total Wks	Total Hours	Total Shifts	Shifts Per Week Block							Total Hours	Balance Of Hrs
EFT	Wks of Vac	Total Hours	8 Hr Shifts	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Used	
1.00	7	271.25	35	5	5	5	5	5	5	5	271.25	0.000
	6	232.50	30	5	5	5	5	5	5		232.50	0.000
	5	193.75	25	5	5	5	5	5			193.75	0.000
	4	155.00	20	5	5	5	5				155.00	0.000
	3	116.25	15	5	5	5					116.25	0.000
	2	77.50	10	5	5						77.50	0.000
	1	38.75	5	5							38.75	0.000
0.90	7	244.125	31	5	5	5	4	4	4	4	240.25	+3.875
	6	209.25	27	5	5	5	4	4	4		209.25	0.000
	5	174.375	22	5	5	4	4	4			170.50	+3.875
	4	139.50	18	5	5	4	4				136.50	0.000
	3	104.625	13	5	4	4					100.75	+3.875
	2	69.75	9	5	4						69.75	0.000
	1	34.875	4	4							31.00	+3.875
0.80	7	217.00	28	4	4	4	4	4	4	4	217.00	0.000
	6	186.00	24	4	4	4	4	4	4		186.00	0.000
	5	155.00	20	4	4	4	4	4			155.00	0.000
	4	124.00	16	4	4	4	4				124.00	0.000
	3	93.00	12	4	4	4					93.00	0.000
	2	62.00	8	4	4						62.00	0.000
	1	31.00	4	4							31.00	0.000
0.70	7	189.875	24	4	4	4	3	3	3	3	186.00	+3.875
	6	162.75	21	4	4	4	3	3	3		162.75	0.000
	5	135.625	17	4	4	3	3	3			131.75	+3.875
	4	108.50	14	4	4	3	3				108.50	0.000
	3	81.375	10	4	3	3					77.50	+3.875
	2	54.25	7	4	3						54.25	0.000
	1	27.125	3	3							23.25	+3.875
0.60	7	162.75	21	3	3	3	3	3	3	3	162.75	0.000
	6	139.50	18	3	3	3	3	3	3		139.50	0.000
	5	116.25	15	3	3	3	3	3			116.25	0.000
	4	93.00	12	3	3	3	3				93.00	0.000
	3	69.75	9	3	3	3					69.75	0.000
	2	46.50	6	3	3						46.50	0.000
	1	23.25	3	3							23.25	0.000

EFT	Total Wks	Total Hours	Total Shifts	Shifts Per Week Block							Total Hours Used	Balance of Hours
EFT	Wks of Vac	Total Hours	8 Hr Shifts	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7		
0.50	7	135.625	17	3	3	3	2	2	2	2	131.75	+3.875
	6	116.25	15	3	3	3	2	2	2		116.25	0.000
	5	96.875	12	3	3	2	2	2			93.00	+3.875
	4	77.50	10	3	3	2	2				77.50	0.000
	3	58.125	7	3	2	2					54.25	+3.875
	2	38.75	5	3	2						38.75	0.000
	1	19.375	2	2							15.50	+3.875

0.40	7	108.50	14	2	2	2	2	2	2	2	108.50	0.000
	6	93.00	12	2	2	2	2	2	2		93.00	0.000
	5	77.50	10	2	2	2	2	2			77.50	0.000
	4	62.00	8	2	2	2	2				62.00	0.000
	3	46.50	6	2	2	2					46.50	0.000
	2	31.00	4	2	2						31.00	0.000
	1	15.50	2	2							15.50	0.000

0.30	7	81.375	10	2	2	2	1	1	1	1	77.50	+3.875
	6	69.75	9	2	2	2	1	1	1		69.75	0.000
	5	58.125	7	2	2	1	1	1			54.25	+3.875
	4	46.50	6	2	2	1	1				46.50	0.000
	3	34.875	4	2	1	1					31.00	+3.875
	2	23.25	3	2	1						23.25	0.000
	1	11.625	1	1							7.75	+3.875

0.20	7	54.25	7	1	1	1	1	1	1	1	54.25	0.000
	6	46.50	6	1	1	1	1	1	1		46.50	0.000
	5	38.75	5	1	1	1	1	1			38.75	0.000
	4	31.00	4	1	1	1	1				31.00	0.000
	3	23.25	3	1	1	1					23.25	0.000
	2	15.50	2	1	1						15.50	0.000
	1	7.75	1	1							7.75	0.000

When a nurse chooses to save up to three 7.75 hour vacation days (23.25 hours total) the number of shifts assigned and vacation weeks scheduled are reduced accordingly

**NOTE for - balance as per last column:** For full-time nurses, when there is a negative balance remaining as per the last column above, the nurse may use banked overtime or STAT time

**NOTE for + balance as per last column:** For part-time nurses, when there is a positive balance remaining as per the last column above, the balance is paid as excess vacation pay in accordance with Article 3405 (b).



## ***EXCERPT FROM MNU HANDBOOK***

### **3. OUT OF SCOPE MANAGEMENT POSITIONS FOR THOSE LOCALS WHERE NO REFERENCE IN THE COLLECTIVE AGREEMENT RE SENIORITY AS IN THE “CENTRAL” COLLECTIVE AGREEMENT.**

The following policy was passed by the Board of Directors in November, 2000.  
(Amended: November 2002)

#### **MNU MEMBER MAKING APPLICATION FOR A TERM/TEMPORARY MANAGEMENT POSITION WITH THE SAME EMPLOYER**

***If a MNU member makes application to the Employer for a term (temporary) management position for which there is an incumbent, and should this nurse wish to retain her status in the bargaining unit, the nurse, with the employer, must make written application to the Union to enter into a Memorandum of Understanding supplementary to the Collective Agreement. This Memorandum will be between the nurse, the Employer and the Union and it will clarify the circumstances surrounding the leave the nurse is granted from her current bargaining unit position.***

The Memorandum must include the following:

During the period of her leave, the incumbent...

- (a) Will not accrue seniority (she will retain all seniority accrued to the date of leave of absence);
- (b) Will not attend Union meetings and will not receive Union mailings;
- (c) Will not be deducted Union dues during the time of the leave of absence;
- (d) Will not be allowed to use her seniority to apply for/be awarded any “in scope” position within the bargaining unit during the leave of absence;
- (e) At the conclusion of the position, the incumbent will be returned to the bargaining unit in accordance with 2403 and resume all Union rights which pertain to her;
- (f) The Union is under no obligation to represent the incumbent during her period of leave of absence from her “in scope” position, on any and all matters pertaining to her “management” position;
- (g) The vacancy created by the incumbent taking the leave of absence will be posted as a term position for the period of the leave of absence.

***The Memorandum must also stipulate the period of the leave (not to exceed fifty-four weeks). Extensions will only be made with the consent of the Local/Worksite and the Manitoba Nurses' Union.***

***It should be noted that for term/temporary management positions for which there is no incumbent, the agreement to a Memorandum of Understanding is strictly at the discretion of the Local/Worksite and/or the Manitoba Nurses' Union.***

**4. OUT OF SCOPE MANAGEMENT POSITIONS FOR THOSE LOCALS REPRESENTED AT THE MNU CENTRAL TABLE AND OTHERS WHERE COLLECTIVE AGREEMENTS IN ARTICLE 25 REFERENCE SENIORITY RE OUT OF SCOPE.**

**MNU MEMBER IN A TERM/TEMPORARY  
MANAGEMENT POSITION WITH THE SAME EMPLOYER**

***If a MNU member makes application to the Employer for a term (temporary) management position of fifty-four (54) weeks or less, the following applies:***

In addition to the direction in the Collective Agreement including Article 25 during the period of her leave, the incumbent:

- (a) Will not attend Union meetings and will not receive Union mailings;
- (b) Will not be deducted Union dues during the time of the leave of absence;
- (c) Will not be allowed to use her seniority to apply for/be awarded any "in scope" position within the bargaining unit during the leave of absence;
- (d) The Union cannot represent the incumbent during her period of leave of absence from her "in scope" position, on any and all matters pertaining to her "management" position;

***A letter outlining the above will be sent to the nurse by the Local President.***

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## ***EMPLOYER'S RIGHT TO MEDICAL INFORMATION***

### **Key Points to Remember**

1. By virtue of the employer/employee relationship, the employer has the right to seek confirmation of illness whether or not there is any wording in the Collective Agreement concerning the provision of medical notes or certificates. The key is that the employer is only entitled to medical information to sufficiently answer the question as to whether or not the individual should be away from work and nothing more. This concept comes from the principle that an employer can only intrude upon the privacy of an employee if it has a legitimate business purpose tied to the employer/employee relationship which justifies the intrusion.
2. Broadly speaking, there are three circumstances under which an employer is entitled to medical information about an employee:
  - (a) To verify that time away from the workplace was due to illness
  - (b) To prove eligibility conditions are satisfied for disability benefits (including sickness benefits)
  - (c) To facilitate accommodation of a disability
3. The employer is entitled to a general statement as to the nature of the illness from the doctor but the doctor is not required to provide a specific diagnosis. For example, the doctor should say "stress related leave" and not "patient suffers from depression and suicidal ideation".
4. The employer is entitled to know whether a treatment plan has been prescribed by the doctor and whether the patient is following it.
5. The employer is entitled to ask and be advised as to the doctor's prognosis for assessing when the employee may return to work.
6. Where it is contemplated that the employee may have some restrictions on return to work, either temporarily or permanently, then the duty to accommodate requires the employee to disclose medical information in order to allow the employer to assess the employee's ability to assume job duties or to allow the employer to modify job duties to accommodate any ongoing disability.
7. When an employer receives medical information about an employee there is an implied obligation that the employer shares that information with only those on a "need to know basis".
8. The Union's role in the duty to accommodate process may require it to get involved in the provision of and sharing of the employee's medical information to

determine such questions as extent of disability, length of disability, restriction on job duties, etc.

9. There is no duty on the employee to submit to an independent medical examination or a medical examination with the “company doctor” unless it is in the Collective Agreement. (Note: Article 3701 of the MNU Collective Agreement allows the Employer to require a medical examination at the employer’s expense.)
10. The employee should never let the employer have direct access to their doctor/health practitioner in writing or by telephone. The Union can be of assistance to the employee in channelling the appropriate questions to the doctor and asking for a report.
11. Whether or not the employer is using an outside consultant to manage its sick program, the information that the employer must require is the same.
12. If, however, the sick leave is being paid by an insurance carrier, there may be provisions in the insurance contract that require greater disclosure to the insurance carrier. Beware however that the insurance carrier does not obtain the employee’s consent to provide all of that extra information back to the employer.
13. As to who pays for the medical certificate, look to the Collective Agreement. If there is nothing in the Collective Agreement then at common law the employee probably has to pay for the certificate. Unions should try to negotiate something into their Collective Agreements requiring the employer to pay when it seeks a medical certificate. (Note: MNU members are responsible for costs related to obtaining a medical certificate)
14. An employer who demands that a particular employee provide sickness notes or medical certificates “for all future absences from work” may be discriminating against the employee and/or imposing discipline without just cause.

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MNU thanks Garth H. Smorang, Q.C. of Myers Weinberg L.L.P. for allowing us to print these notes from his presentation at the Mel Myers Labour Conference entitled Employers Who Like to Play Doctor: Protecting Worker’s Health Information.

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**PREMIUMS ON OVERTIME**

The following clarifies the Union's position on how premiums are paid when a nurse is called into work less than four (4) hours prior to her/his regularly scheduled shift:

1. The Night shift premium is paid to a nurse who is called in to work less than four (4) hours prior to her/his regularly scheduled Night shift. No premium is paid to a nurse who is called in to work less than four (4) hours prior to her/his regular scheduled Day shift. The Evening shift premium is paid to a nurse who is called in to work less than four (4) hours prior to her/his regularly scheduled Evening shift.
2. In accordance with Article 1702, the Evening shift premium is 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 example, if a "modified" shift starts at 1130 hours and finishes at 1930 hours, the Evening shift premium is paid on all hours after 1600 to the end of the shift at 1930 hours.
3. All double shifts receive the applicable shift premium i.e. Evening or Night shift premium. Day shift does not have a premium. [To clarify, the overtime received on double shifts is paid at 2.0 X the rate of pay for 7.75 hours for each shift except on Recognized Holidays when overtime is paid at 2.5 X the rate of pay.]
4. A nurse who is scheduled on the Night shift and works overtime into the Day shift continues to receive the Night shift premium for all hours worked because it is a continuation of the Night shift unless the overtime worked is the majority of the day shift i.e. 4 hours or a double in which case the nurse would not receive any premium because the Day shift does not draw a premium.
5. A nurse who is scheduled on the Day shift and works overtime into the Evening shift does not receive any premium because it is a continuation of the Day shift and the Day shift does not draw a premium unless the majority of the overtime worked falls after 1800 hours i.e. the nurse works four (4) hours after 1800 hours or works a double shift in which case the nurse would receive the Evening shift premium.
6. A nurse who is scheduled on the Evening shift and works overtime into the Night shift will continue to receive the Evening shift premium for all hours worked because it is a continuation of the Evening shift unless the majority of the overtime worked (i.e. 4 hours) falls between 2400 hours and 0600 hours or the nurse works a double shift in which case the nurse would receive the Night shift premium. If the regular Evening shift ends at 2300 hours, the nurse would still have to work four (4) hours between 2400 hours and 0600 hours in order to receive the Night shift premium.

7. The Weekend premium is paid on all hours worked providing the majority of the overtime worked falls after 0001 on the Friday and 2400 hours on the following Sunday, i.e. the nurse would have to work four (4) or more hours on the Night shift (between 2400 – 0600) in order to receive the Weekend premium; four (4) or more hours on the Day shift; four (4) or more hours after 1800 hours on the Evening shift.

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THE EMPLOYMENT STANDARDS CODE  
(C.C.S.M. c. E110)

**Employment Standards Regulation**

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**Professions**

**5** Except for Divisions 5 (annual vacations and vacation allowances), 9 (unpaid leaves) and 13 (equal wages) and subdivisions 1 and 3 of Division 10 (termination of employment), Part 2 does not apply to an employee who

(a) is qualified to practise and is practising or employed in a profession that is governed under an Act of the Legislature that applies solely to the profession; or

(b) is registered or enrolled and employed as a student-in-training in respect of such a profession.

DIVISION 5

ANNUAL VACATIONS AND VACATION ALLOWANCES

Employee entitlement to annual vacation

**34(1)** An employee is entitled to an annual vacation of at least

(a) two weeks after each of the first four years of employment; and

(b) three weeks after five consecutive years of employment and each year of employment after that.

Annual vacation does not include general holiday

**34(2)** The annual vacation referred to in subsection (1) does not include a general holiday that falls on a day during the employee's vacation and that the employee is entitled to.



When annual vacation to be given

**35** An employer shall give an employee an annual vacation not later than 10 months after the employee becomes entitled to it.

Setting dates for annual vacation

**36** If an employer and an employee are unable to agree on when the employee will take the annual vacation, the employer shall give the employee at least 15 days' notice of the date on which the vacation is to begin, and the employee must take the vacation at that time.

Period of vacation not to be less than a week

**37** An employer shall not require an employee who is entitled to an annual vacation to take less than a week at a time.

Vacation may be required during annual shut-down

**38** Despite section 37, where the business of an employer customarily shuts down for an extended period in each year, the employer may require the employees to take their annual vacations during that period.

Meaning of "wages"

**39(1)** In clause (2)(a), "wages" does not include

- (a) overtime wages;
- (b) a wage in lieu of notice payable under clause 61(1)(b); or
- (c) any vacation allowance.

Amount of vacation allowance

**39(2)** An employer shall pay to an employee who is entitled to an annual vacation, for each week of the vacation, a vacation allowance consisting of

- (a) 2% of the wages that the employee earned in the year of employment in respect of which the employee is entitled to the annual vacation; and
- (b) if the employer provides board and lodging, or pays an allowance in lieu of board and lodging, as part of the usual remuneration of the employee, an amount equal to 2% of the cash value of the board and lodging or allowance that the employee received in the year of employment in respect of his or her regular hours of work.

Time of payment of vacation allowance

**39(3)** Unless the employee otherwise agrees, the employer shall pay the vacation allowance to the employee not later than the last working day before the employee's annual vacation begins.

Determining the cash value of board and lodging

**39(4)** For the purpose of clause (2)(b), the cash value of board and lodging is the amount deducted from the wages of the employee by the employer for the board and lodging or, where no deduction is made,

- (a) the amount agreed upon by the employer and the employee; or
- (b) where no amount is agreed upon, the amount calculated in accordance with the regulations.

Certain payments do not affect vacation entitlement

**40** The payment of a bonus or other pecuniary benefit by an employer to an employee does not affect the employee's entitlement to an annual vacation or vacation allowance.

Effect of previous year or vacation taken in advance

**41** An employee's entitlement to an annual vacation and vacation allowance is not affected by his or her having received in a previous year an annual vacation or vacation allowance that was greater than the employee's entitlement, but this section does not apply in respect of an annual vacation or vacation allowance, or any part of a vacation or allowance, that an employee receives in advance of being entitled to it.

Employer may use common anniversary date

**42(1)** ) Despite sections 34 (annual vacation) and 39 (vacation allowance), an employer may establish a common anniversary date for all employees or a group of employees for the purpose of calculating their annual vacations and vacation allowances.

Director may prohibit common anniversary date

**42(2)** Despite subsection (1), the director may, on application by a bargaining agent for employees or, where the employees do not have a bargaining agent, an employee affected by a common anniversary date established under subsection (1), by order

- (a) revoke the establishment of the date and prohibit the employer from establishing such a date for such time as may be specified in the order; or
- (b) set terms and conditions for the use of the date, including setting a time period for its use and limiting its application to certain employees.

Employer to give proportion of entitlements

**42(3)** Where an employee is subject to a common anniversary date and has not on that date completed a year of employment, the employer shall give the employee an annual vacation and vacation allowance in the proportion that his or her time of employment in the year is to the entitlements under sections 34 and 39.

Effect of notice of termination

**43** Where an employer or employee gives notice of termination of the employee's employment,

- (a) no part of the employee's annual vacation may be used to calculate the required notice period unless, in the case of an employee giving notice, the employer otherwise agrees; and
- (b) the payment of a vacation allowance to the employee does not affect any other amount payable to the employee in respect of the termination.

Meaning of "wages"

**44(1)** In subsection (2), "wages" does not include

- (a) overtime wages;
- (b) a wage in lieu of notice payable under clause 61(1)(b); or
- (c) any vacation allowance.

Payment of vacation allowance on termination

**44(2)** If an employee's employment terminates before he or she is entitled to an annual vacation, the employer shall pay the employee a vacation allowance equal to

- (a) if the employee has not completed five consecutive years of employment with the employer, 4% of the wages earned since the date the employee became employed by the employer or the date the employee last became entitled to an annual vacation, whichever is later; and
- (b) if the employee has completed five consecutive years of employment with the employer, an additional 2% of the wages earned from the date the employee last became entitled to an annual vacation to the date of termination.

DIVISION 9  
UNPAID LEAVES

**MATERNITY LEAVE**

Definitions

**52** In this Division,

"date of delivery" means the date when the pregnancy of an employee terminates with the birth of a child; (« date d'accouchement »)

"medical certificate" means the signed statement of a duly qualified medical practitioner. (« certificat médical »)

Eligibility for maternity leave

**53** A pregnant employee who has been employed by the same employer for at least seven consecutive months is eligible for maternity leave.

Length of maternity leave

**54(1)** Subject to subsection (3), an employee who is eligible for maternity leave is entitled to the following maternity leave:

(a) if the date of delivery is on or before the date estimated in a medical certificate, a period of not more than 17 weeks; or

(b) if the date of delivery is after the estimated date, 17 weeks and a period of time equal to the time between the estimated date and the date of delivery.

Beginning and end of maternity leave

**54(2)** A maternity leave must begin not earlier than 17 weeks before the date of delivery estimated in the medical certificate and end not later than 17 weeks after the date of delivery.

Employee to provide certificate and give notice

**54(3)** An employee who is eligible for maternity leave shall

(a) as soon as practicable, provide the employer with a medical certificate giving the estimated date of delivery; and

(b) give the employer not less than four weeks' written notice of the date she will start her maternity leave.

Maternity leave if notice given after stopping work

**55(1)** An employee who is eligible for maternity leave but does not give notice under clause 54(3)(b) before leaving the employment is still entitled to maternity leave if, within two weeks after stopping work, she gives notice and provides her employer with a medical certificate

(a) giving the date of delivery or estimated date of delivery; and

(b) stating any period or periods of time within the 17 weeks before the date of delivery or estimated date of delivery that the normal duties of the employment could not be performed because of a medical condition arising from the pregnancy.

Length of maternity leave

**55(2)** The maternity leave to which the employee is entitled under subsection (1) is

(a) any time, within the time referred to in clause (1)(b), that she does not work; and

(b) the difference between that time and the time she would receive if she were entitled under subsection 54(1).

Maternity leave where notice not given

**56** An employee who is eligible for maternity leave but who does not give notice under clause 54(3)(b) or subsection 55(1) is still entitled to maternity leave for a period not exceeding the time she would receive if she were entitled under subsection 54(1).

End of maternity leave where notice not given

**57** The maternity leave of an employee referred to in subsection 55(1) or section 56 terminates not later than 17 weeks after the date of delivery.

End of maternity leave

**57.1(1)** An employee's maternity leave ends

(a) 17 weeks after it began; or

(b) if clause 54(1)(b) applies, 17 weeks after it began plus the additional time provided for in that clause.

Ending leave early

**57.1(2)** An employee may end her maternity leave earlier than the day set out in subsection (1) by giving her employer written notice at least two weeks or one pay period, whichever is longer, before the day she wishes to end the leave.

## PARENTAL LEAVE

Employee entitled to parental leave

**58(1)** An employee who adopts or becomes a parent of a child is entitled to parental leave to a maximum of 37 continuous weeks if

(a) the employee has been employed by the employer for at least seven consecutive months;

(b) the employee gives written notice to the employer at least four weeks before the day specified in the notice as the day on which the employee intends to begin the leave; and

(c) in the case of an adoption, the adoption occurs or is recognized under Manitoba law.

Effect of late notice on parental leave

**58(2)** An employee who gives less notice than is required under clause (1)(b) is entitled to the 37 weeks of parental leave less the number of days by which the notice given is less than four weeks.

Commencement of parental leave

**58(3)** A parental leave must commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the employee.

Maternity and parental leaves must be continuous

**59** An employee who takes maternity leave and parental leave shall take them in one continuous period, unless the employee and the employer otherwise agree or a collective agreement otherwise provides.

End of parental leave

**59.1(1)** An employee's parental leave ends

(a) 37 weeks after it began; or

(b) if subsection 58(2) applies, 37 weeks after it began less the number of days provided for in that subsection.

Ending leave early

**59.1(2)** An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least two weeks or one pay period, whichever is longer, before the day the employee wishes to end the leave.

## COMPASSIONATE CARE LEAVE

### Definitions

**59.2(1)** The following definitions apply in this section.

"common-law partner" of a person means a person who, not being married to the other person, is cohabiting with him or her in a conjugal relationship of some permanence. (« conjoint de fait »)

"family member", in relation to an employee, means

- (a) a spouse or common-law partner of the employee;
- (b) a child of the employee or a child of the employee's spouse or common-law partner;
- (c) a parent of the employee or a spouse or common-law partner of the parent; and
- (d) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition. (« membre de la famille »)

"physician" means a physician who provides care to a family member and who is entitled to practise medicine under the laws of the jurisdiction in which the care is provided. (« médecin »)

### Registered common-law relationship

**59.2(1.1)** For the purpose of the definition "common-law partner" in subsection (1), while they are cohabiting, persons who have registered their common-law relationship under section 13.1 of *The Vital Statistics Act* are deemed to be cohabiting in a conjugal relationship of some permanence.

### Entitlement to leave

**59.2(2)** Subject to subsections (3) to (8), an employee who has been employed by the same employer for at least 30 days is entitled to compassionate care leave of up to eight weeks to provide care or support to a seriously ill family member.

### Physician's certificate

**59.2(3)** For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (a) a family member of the employee has a serious medical condition with a significant risk of death within 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
- (b) the family member requires the care or support of one or more family members.

### Employee to give notice to employer

**59.2(4)** An employee who wishes to take a leave under this section must give the employer notice of at least one pay period, unless circumstances necessitate a shorter period.

### Employee to provide physician's certificate

**59.2(5)** The employee must give the employer a copy of the physician's certificate as soon as possible.

### When leave may be taken

**59.2(6)** An employee may take no more than two periods of leave totalling no more than eight weeks, which must end no later than 26 weeks after the day the first period of leave began.

### Minimum period of leave

**59.2(7)** No period of leave may be less than one week's duration.

Ending leave early

**59.2(8)** Unless the employee and employer agree otherwise, an employee may end a leave earlier than the expiry of eight weeks by giving the employer at least 48 hours' notice of his or her expected date of return.

## **FAMILY LEAVE**

Unpaid leave for family responsibilities

**59.3(1)** An employee who has been employed for at least 30 days may take up to three days of unpaid leave each year, but only to the extent that the leave is necessary

(a) for the health of the employee; or

(b) for the employee to meet his or her family responsibilities in relation to a family member as defined in subsection 59.2(1).

Notice to employer

**59.3(2)** An employee wishing to take a leave under subsection (1) must give the employer as much notice as is reasonable and practicable in the circumstances. The employer may require the employee to provide reasonable verification of the necessity of the leave.

Leave for part day

**59.3(3)** If an employee takes any part of a day as leave under this section, the employer may count that day as a day of leave for the purpose of this section.

## **BEREAVEMENT LEAVE**

Unpaid bereavement leave

**59.4(1)** An employee who has been employed for at least 30 days may take up to three days of unpaid leave on the death of a family member as defined in subsection 59.2(1).

Notice to employer

**59.4(2)** Before taking a leave under this section, the employee must give the employer notice of the amount and timing of the leave to be taken and of the death to which it relates. If requested by the employer, the employee must also provide evidence of his or her entitlement to the leave.

Leave for part day

**59.4(3)** If an employee takes any part of a day as leave under this section, the employer may count that day as a day of leave for the purpose of this section.

## **UNPAID LEAVE FOR RESERVISTS**

Definitions

**59.5(1)** The following definitions apply in this section.

"Reserves" means the component of the Canadian Forces referred to in the *National Defence Act* (Canada) as the reserve force. (« Réserve »)

"service" means active duty or training in the Reserves. (« service »)

Unpaid leave for reservist

**59.5(2)** An employee who

(a) is a member of the Reserves;

(b) has been employed by the same employer in civilian employment for at least seven consecutive months; and

(c) is required to be absent from work for the purpose of service;

is entitled, subject to the regulations, to an unpaid period of leave for the purpose of that service.

Length of leave

**59.5(3)** Subject to the regulations, the period of leave for the purpose of service is the period necessary to accommodate the period of service.

Notice of leave for service

**59.5(4)** An employee wishing to take a leave under this section must give the employer, in writing, as much notice as is reasonable and practicable in the circumstances. The employer may require the employee to provide reasonable verification of the necessity of the leave, including a certificate from an official with the Reserves stating

(a) that the employee is a member of the Reserves and is required for service; and

(b) if possible, the expected start and end dates for the period of service.

Return to work after notice

**59.5(5)** An employee on a leave under this section must give the employer written notice of the expected date of return to work. The employer may defer the employee's return to work by up to two weeks or one pay period, whichever is longer, after receiving the notice.

## GENERAL

No termination or lay-off

**60(1)** No employer shall lay off or terminate the employment of an employee entitled to take a leave under this Division because the employee is pregnant or intends to take a leave or takes a leave allowed by this Division.

Reinstatement

**60(2)** At the end of an employee's leave under this Division, the employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

Exception

**60(3)** Subsections (1) and (2) do not apply if the employer lays off the employee, terminates his or her employment or fails to reinstate for reasons unrelated to the leave.

Employment deemed continuous

**60(4)** For the purpose of pension and other benefits, the employment of an employee with the same employer before and after a leave under this Division is deemed to be continuous.

Vacation deferred because of leave

**60(4.1)** An employee on a leave under this Division may defer taking vacation. Section 36 applies to the deferred vacation.

Vacation and leave entitlements not reduced

**60(4.2)** An employee's leave under this Division does not reduce his or her vacation entitlement, and an employee's vacation entitlement does not reduce his or her entitlement to a leave under this Division.



Right to file complaint

**60(5)** An employee who claims

(a) that he or she has been laid off or that his or her employment has been terminated contrary to subsection (1); or

(b) that he or she has not been reinstated as required by subsection (2);

may file a complaint with an officer under section 92.

Complaint to be filed within six months

**60(6)** A complaint must be filed within six months after the date of the lay-off or termination, or within six months after the date the employee should have been reinstated.

DIVISION 10

TERMINATION OF EMPLOYMENT

Period of employment

**60.1** For the purpose of this Division, a period of employment is to be determined in accordance with the regulations and the following rules:

1. Consecutive periods of employment, including periods of employment that began before this section came into force, are to be treated as a continuous period of employment.

2. Subject to the regulations, a person's period of employment includes the period of a temporary interruption in employment, including a temporary interruption that began before this section came into force,

(a) immediately before and after which the person was employed by the same employer;

(b) during which the person was not working for the employer, whether or not the person remained an employee during the period; and

(c) during which the person

(i) was entitled to return to work for the employer,

(ii) could be required to return to work for the employer, or

(iii) had a reasonable expectation of returning to work for the employer.

SUBDIVISION 1

TERMINATION OF THE EMPLOYMENT OF AN INDIVIDUAL

Termination by employer — notice or wage in lieu of notice

**61(1)** Subject to section 62, an employer who terminates an employee's employment must

(a) give the employee notice of the termination

(i) in accordance with subsection 67(1) (notice period for group termination), if that subsection applies, or

(ii) in any other case, in accordance with the applicable notice period in subsection (2); or

(b) pay the employee a wage in lieu of notice, in accordance with sections 77 (amount of wage in lieu of notice) and 86 (wages to be paid within certain time).

Notice period — termination by employer

**61(2)** For the purpose of subclause (1)(a)(ii), the notice period for terminating the employment of an employee is the applicable notice period set out in the following table for the employee's period of employment with the employer.

Period of employment	Notice period
less than one year	1 week
at least one year and less than three years	2 weeks
at least three years and less than five years	4 weeks
at least five years and less than 10 years	6 weeks
at least 10 years	8 weeks

Exceptions to notice requirements

**62(1)** Section 61 does not apply in any of the following circumstances:

- (a) the employee's period of employment with the employer is less than
  - (i) the probationary period specified in a collective agreement that applies to the employee, if that period is one year or less, or
  - (ii) in any other case, 30 days;
- (b) the employment is for a fixed term and terminates at the end of the term;
- (c) the employee is employed for a specific task and for a period not exceeding 12 months, on completion of which the employment terminates;
- (d) the employee is employed in construction;
- (e) the employee is employed under an arrangement by which the employee may choose to work or not to work for a temporary period when requested to work by the employer;
- (f) the employee is employed under an agreement or contract of employment that is impossible to perform or has been frustrated by a fortuitous or unforeseeable circumstance;
- (g) the employee is on strike or has been locked out and the termination meets the requirements prescribed by regulation;
- (h) the employee acts in a manner that is not condoned by the employer and that
  - (i) constitutes wilful misconduct, disobedience or wilful neglect of duty, or
  - (ii) is violent in the workplace, or
  - (iii) is dishonest in the course of employment;
- (i) the employee has given the employer written notice of his or her intent to retire or quit on a specific date, and the employment is terminated on that date;
- (j) the employer's business or the part of the business in which the employee is employed is sold or transferred, and the employee is immediately re-employed in the same business on terms and conditions that, as a whole, are equivalent to or better for the employee than those that applied to the employee before the sale or transfer;
- (k) any other circumstances prescribed by regulation.

Termination by receiver-manager

**62(2)** If a receiver-manager, upon taking control of an employer's business, terminates the employment of an employee of the employer, the employer is deemed for the purpose of this Division

- (a) to have terminated the employment; and
- (b) to have given any termination notice that was given by the receiver-manager.

Termination by employee

**62.1(1)** Subject to subsection (2), an employee who terminates his or her employment must give the employer notice of the termination at least

- (a) one week before the termination, if the employee's period of employment is less than one year; or
- (b) two weeks before the termination, if the employee's period of employment is one year or more.

Termination without notice by employee

**62.1(2)** Subsection (1) does not apply in the following circumstances:

- (a) any of the circumstances described in clauses 62(1)(a) to (g);
- (b) the employer acts in a manner that is improper or violent toward the employee;
- (c) any other circumstances prescribed by regulation.

**63 to 65** Repealed.

### SUBDIVISION 3

#### WORKING CONDITIONS AFTER NOTICE, PAYMENT IN LIEU OF NOTICE, LAY-OFFS AND COMPLAINTS

Employer not to change conditions after notice

**76** After an employer or employee gives the other notice of termination of employment, the employer must not change the employee's working conditions or wage rates except

- (a) in accordance with a collective agreement; or
- (b) in the case of a termination to which section 67 applies, with the written consent of the bargaining agent for the employee or, if the employee does not have a bargaining agent, with the written consent of the employee.

Wage in lieu of notice

**77** The wage in lieu of notice payable under clause 61(1)(b) must not be less than the wage the employee would have earned during

- (a) the applicable notice period under subsection 61(2) or 67(1); or
- (b) if a termination notice was given for less than the applicable notice period, the portion of the notice period for which notice was not given;

if the employee had worked his or her regular hours of work for the period.

Termination by employer after employee gives notice

**77.1(1)** If an employee gives an employer a termination notice and the employer wishes to terminate the employment before it would otherwise be terminated by the employee,

- (a) the employer must comply with section 61; and
  - (b) in applying sections 61 and 77, the applicable notice period is
    - (i) the applicable notice period under subsection 61(2) or 67(1), or
    - (ii) the period beginning when the employer gives notice of the termination and ending when the employment would otherwise be terminated by the employee,
- whichever is shorter.

Termination by employee after employer gives notice

**77.1(2)** If an employer gives an employee a termination notice and the employee wishes to terminate the employment before it would otherwise be terminated by the employer, section 62.1 applies to the employee.

**78 and 79** Repealed.

DIVISION 13  
EQUAL WAGES

Discrimination in wage scales prohibited

**82(1)** No employer shall discriminate between male employees and female employees by paying one sex on a different scale of wages than applies to the other sex if the kind or quality of work and the amount of work required of, and done by, the employees is the same or substantially the same.

Complaint respecting equal wages

**82(2)** Where an employer fails to pay wages to an employee in accordance with this section, the employee may, within six months after the failure to pay, file a complaint under section 92.

## RAND FORMULA

The *Rand* case determined that all employees had to pay union dues even if they did not belong to a union.

The case arose out of a dispute between the Ford Motor Company and the United Auto Workers. A strike took place and as part of the settlement an arbitrator, Mr. Justice Ivan Rand, was appointed to bring the union and employer together. The payment of dues by all workers was one of the terms of the subsequent agreement reached by the union and employer. The rationale for the principle was that every employee benefited from union representation. The principle became generally accepted and is now known as the *Rand* formula. One of the immediate benefits to unions was an improved degree of financial security.

### Rand formula

In Canadian labour law, the **Rand formula** (also referred to as *automatic check-off*) is a workplace situation where the payment of trade union dues is mandatory regardless of the worker's union status. This formula is designed to ensure that no employee will opt out of the union simply to avoid dues yet reap the benefits of the union's accomplishments (such as ensuring higher wages, better job security or other benefits). Supreme Court of Canada Justice Ivan Rand, the eponym of this law, introduced this formula in 1946 as an arbitration decision ending the strike of Ford Motor Company's employees in Windsor, Ontario. The Canada Labour Code and the labour relations laws of a majority of provinces contain provisions requiring the Rand formula when certain conditions are met. In those provinces where the labour relations laws do not make the Rand formula mandatory, the automatic check-off of union dues may become part of the collective bargaining agreement if both parties (i.e., the employer and the trade union) agree. Importantly, the union dues do not have to go to the union, but instead the employee can elect to donate said dues to a charitable organization.

It has been argued that the Rand formula forces a person to join an association, thus violating his/her freedom of association. The Supreme Court of Canada determined that the Rand formula was indeed a violation of a person's freedom of association if the union does not use the fees it collects for the collective negotiation process (example : donations to a union in another country). This violation has although been, so far, determined as being justified under section 1 of the Canadian Charter of Rights and Freedoms.

## 5. Communicable diseases - Addendum - Hepatitis Vaccines

### *Introduction*

Hepatitis A and B pose a serious health hazard in the workplace. There is clear evidence to support vaccination against these diseases as an effective preventative measure to reduce the risk of contracting Hepatitis, and to reduce the severity of the disease after exposure.

### *Access to Vaccination*

All nurses potentially face exposure to Hepatitis. Locals and nurses should identify potential exposure risks within the workplace. The objective should be that all nurses have access to Hepatitis immunization on a voluntary basis. This should be at no cost or loss of income to the nurse.

It is the Manitoba Nurses' Union position that the Employer is responsible for the provision of appropriate vaccinations and/or preventative measures, i.e. Hepatovax B, HBIG (Hepatitis B Immune Globulin), ISG (Immune Serum Globulin) and other appropriate vaccines. Hepatitis vaccines and/or preventative measures should be administered within the recommended time frames.

### *Exposure to Hepatitis*

Each facility must have policies and procedures to monitor nursing staff after mucous membrane exposure and/or any needle stick injury.

The Union will treat exposure and/or contracting of Hepatitis as a work related injury and compensable under the Workers compensation Act unless it can be clearly proved otherwise.

## WRHA Document Re Academic Allowance

LIST OF APPROVED "PROGRAMS OF STUDY" ELIGIBLE FOR AN ACADEMIC ALLOWANCE - MNU		
		Latest Update: March 22, 2011
COURSE / PROGRAM / DEGREE	ALL AREAS	RELEVANT TO SPECIFIC AREA OF PRACTICE
<b>\$150 / Month* (.893/hr)</b>		
Masters of Nursing	X	
Masters in Nursing from Athabasca University - distance education	X	
Masters in Health Studies from Athabasca University - distance education	X	
Master of Science Applied MSc (A) Direct-Entry from McGill University	X	
Masters of Nursing (outside of Canada - IQAS equivalent)	X	
<b>\$100 / Month* (.596/hr)</b>		
Bachelor of Nursing (including Charles Sturt Honours - Australia)	X	
Non-Nursing Masters Degree	X	
BSc in Nursing (from a recognized University) - 4 year program	X	
Bachelor of Psychiatric Nursing	X	
Foreign Bachelor of Science in Nursing Degree with IQAS wording as follows: Degree generally compares to the completion of a <b>four-year</b> Bachelor of Science degree with a focus in Nursing.	X	
<b>\$50 / Month* (.298/hr)</b>		
Bachelor Degree (all including Charles Sturt pass - Australia)	X	
Foreign Bachelor of Science in Nursing Degree with IQAS wording as follows: Degree generally compares to the completion of a <b>three-year</b> Bachelor of Science degree with a focus in Nursing.	X	
RRCC certificate in Nursing Health Administration	X	
Nursing Health Administration (U of M)	X	
CDN Hospital Association Introduction to Nursing Management - distance education program (NMP)	X	
U of SK's Health Care Admin. certification program	X	
Wpg Critical Care Nursing Education Program {this prog has replaced the Adult Intensive Care Nrsg Prog & the Neonatal/Pediatric Critical Care Nrsg Prog (HSC)}	X	



Adult Intensive Care Nursing Program (replaced by Wpg Critical Care Nrsg Educ Prog)	X	
Neonatal and Pediatric Care Nursing Program - HSC (replaced by the Wpg Critical Care Nrsg Educ Prog)		Including any area with Peds Pop
Advanced Studies in Critical Care Nursing from Mount Royal College, Calgary	X	
Infection Control in Health Care certificate	X	
Adult Education certificate	X	
RN/RPN Combination (dually registered)	X	
Registered Psychiatric Nurse (Advanced Psychiatric Nursing Administration)		X
Gerontology certificate	X	Excluding any area of Peds Pop
WRHA Emergency Nursing course (does not include orientation program)	X	
Emergency Nursing course (Red River)		Grandfather only
Perioperative Nursing certificate, SBGH	Grandfather only	X
Oncology certificate	X	
Occupational Health certificate		X
MB Nephrology Nursing course	X	
Midwifery certificate		X
Advanced Practical Obstetrical program		X
Lactation Consultation certificate Program		X
Diag. Medical Sonographer (for Fetal Assessment Unit)		X
CNA certification		X
RRCC Maternity Nurse course		X
Hospital Dept. Mgt. course	X	
Out of Province/Country Critical Care course (equivalent)	X	
Perioperative program (WRHA & SIAST)		X & NFA/ED/Day surgery areas
Hospice Palliative Care certificate	X	
Palliative Care certificate	X	
Neurosciences program (Montreal)	X	
Canadian Diabetic Educator course	X	
BCIT - Diploma in Cardiovascular Technology		Cardiology
* Note: Academic Allowances are non-cumulative		

## **What Should Appear on a Standard Job Posting**

Job postings should be a clear indication of what a position entails and the skills and education needed to complete the job requirements. We have sometimes seen job postings that are “customized” and sometimes job postings mistakenly list qualifications that are unreasonable or disadvantage members unnecessarily. The following is a checklist of minimum and preferred qualifications that we would expect to see on job postings for most positions and classifications. Local/Worksite leaders are advised to check each job posting and compare with the checklist below. Variations are not necessarily problematic. Local/Worksite leaders should question why the variations exist and if necessary, contact the Labour Relations Officer for assistance.

### **Minimum Qualifications:**

- Eligible for license with the appropriate registering body
- If the position is NIII or higher, employers may require applicants to have a BN or Masters depending on the occupation classification
- In specialty areas, employers may require training related to the specialty
- Any certificates required for the position such as CPR, non-violent crisis intervention etc. Employers must be able to demonstrate the need for such certification to complete the job duties of the position.
- Employers may indicate a minimum number of years of experience. MNU believes the appropriate range is 1-3 years for a general duty position. If the posting is for a specialty area the minimum years of experience can range from 2-5 years.
- Personal characteristics such as leadership qualities are acceptable provided they are reasonable and related to the duties required by the position. References to things like attendance, attitude and work ethic are not appropriate for a job posting.

### **Other Information**

- All job postings must include:
  - The EFT
  - The unit/site/office
  - The occupation classification and title of the position
  - The shift length and rotation pattern (D/N or D/E)
  - Date of closing of the competition

Please note the following labour relations principles:

- 1) If a nurse is currently working in the unit where the vacancy occurs, that person is deemed to be minimally qualified for that position. That nurse is not entitled to the position. Rather, that nurse will be considered a viable applicant even though he/she may not meet the minimum qualifications. There may be a selection process if another nurse who also meets the minimum qualifications applies for the vacancy.
- 2) All qualifications listed by the employer must be reasonable and defensible. Locals and worksites are advised to monitor all job postings for compliance and consistency.
- 3) If monitoring shows inconsistency, locals and worksites are advised to have this issue appear on NAC/Union Management agendas and to advise the Labour Relations Officer.

## WORKLOAD STAFFING REPORT FLOW CHART

	Nurse has concern respecting workload or staffing ↓	
	Nurse discusses matter at unit/ward level using established lines of communication, including the designated out of scope Manager ↓	Discussion Date _____
Issues Resolved to Nurse's Satisfaction	No satisfactory solution for Nurse ↓	WSR Submission Date _____
	Submit W.S.R. to Out of scope Manager. A copy is forwarded to the N.A.C. ↓	
	Nurse receives written response to concern within <b>14 days</b> . Includes outline of actions taken and any further actions to be taken ↓	Response to WSR Date _____
Issues Resolved to Nurse's Satisfaction	No satisfactory solution for Nurse ↓	
	N.A.C. examines concerns and makes recommendations to resolve situation ↓	Referral Date _____
Issues Resolved to Nurse's Satisfaction	No satisfactory solution for Nurse ↓	NAC Mtg. Date _____
	Matter referred to Administrator by N.A.C. and/or Nurse within <b>14 days</b> ↓	
	Administrator examines concern and provides written response within <b>14 days</b> ↓	Referral Date _____
Issues Resolved to Nurse's Satisfaction	No satisfactory solution for Nurse ↓	Response Date _____
	Matter referred to Independent Assessment Committee (I.A.C.) for recommendation within <b>21 days</b> ↓	
	3 Nurse I.A.C. established within <b>14 days</b> ↓	Referral Date _____
	I.A.C. meets to investigate nurse's concerns within <b>14 days</b> ↓	
	I.A.C. makes recommendations and provides same to Nurse, N.A.C. and Administration ↓	IAC Mtg. Date _____
	Report detailing I.A.C.'s recommendations forwarded to Hospital Board ↓	IAC Report Received _____
	N.A.C. and Nurse provided with minutes of Board deliberations respecting I.A.C. recommendations	