

**RATIFICATION REPORT FOR THE
PRINCE EDWARD ISLAND NURSES' UNION
March, 2019**

NEGOTIATIONS DETAILED SUMMARY

After twelve (12) days of meetings held between October, 2018 and March, 2019, the PEINU Negotiating Committee reached a tentative deal with the Employer on Friday, March 15th, 2019.

DETAILS OF THE TENTATIVE AGREEMENT

The Union was able to maintain all major benefits/provisions within the agreement and also achieved contract language improvements that will be explained in detail in this document. The following are the highlights of the tentative agreement together with summary explanations of new provisions or proposed changes to existing contract language:

- 1) Three (3) year agreement covering the period April 1, 2018 to March 31, 2021;
- 2) General wage rate increases of:
 - 1% on April 1, 2018;
 - 1% on October 1, 2018;
 - 1.25% on April 1, 2019;
 - 1% on April 1, 2020;
 - 1.25% on October 1, 2020;

At the end of the agreement, hourly pay rates will have increased by **5.67 %** (compounded).

The 2018 wage rate increases are retroactive to the dates of the increases. Please note that if ratification occurs on May 2, 2019, new wage rates will be effective for the pay of (on a date to be confirmed by the employer). Although the employer has up to 90 days to process retroactive pay, they have indicated retroactive pay could be paid on (a date to be confirmed by the employer). (see wage grid on last page);

- 3) Increase in the standby rate of pay from \$3.00 to **\$3.35 per hour** (Art. 21.7 (b));
- 4) Increase in the funding for the PEINU **Education Fund** by an **additional \$50,000**. an increase from \$350,000/year to \$400,000/year (article 28.6);
- 5) New language for Service Credits for Steps, for newly hired employees who have previous hours of nursing services not utilized in the initial step placement shall be permitted to use these towards computation of hours for the next increment-(article 10.4 (c));
- 6) In Charge compensation will now include "Home Care" (article 10.9);
- 7) Short trip travel allowance increased from \$6.00 to **\$6.25** (article 11.1);

- 8) Uniform Allowance of \$100.00 per employee per year. To be eligible, for this allowance the employee must wear a uniform or lab coat and must have it embroidered with RN/NP logo. Receipts will be required. Employees who are provided a uniform by the employer will not be eligible.
The Employer also commits to exploring mandatory uniform policy of black and white for exclusive use by RNs and NPs, **Please see the attached Uniform MOU.**
- 9) Change in the trial period hours - will now be **600 hours** with a performance appraisal conducted prior to the **attainment of 350 hours** of the trial period (article 15.6);
- 10) New language under Job Postings, 15.1(c) – In the event a posting continues to remain vacant following such posting, it shall be identified as vacant and open for applications on the Employer’s bulletin boards, and website under the heading “ongoing vacancies” until such time as the Employer determines to remove or modify the posting. Remainder of article is re-numbered;
- 11) New language that Employees shall be provided a Post Interview meeting if a request is made (article 15.4). This language comes from a Letter of Understanding dated April 28th, 2015;
- 12) New language for Provincial/ Regional Positions. Those positions that have more than one worksite/unit, shall be identified as having one (1) fixed primary worksite and any other worksites/units shall be considered alternate worksites for the purpose of this article. Articles 16.1 (c) , (e), and (f) will apply to employees in these positions (new article 16.2);
- 13) Early return of Incument Employee to Positon must provide the employer with fourteen (14) days advance notice of their intended return date (article 17.4);
- 14) The probationary period may be extended by a maximum of **two hundred and fifty (250) working hours** (article 18.2);
- 15) New language in the Calculation of Seniority which allows for an employee who is hired in a permanent position without a break in temporary employment in excess of twenty eight (28) days, upon the completion of the probationary period seniority shall be retroactive to include the temporary service (article 19.1);
- 16) Better notice of Christmas –NewYear’s schedule: Additional language for Employees who do shift work over the Christmas–New Year’s period. They shall have their schedule posted by November 15th (article 20.8 (a));
- 17) Required notice of shift changes: In order to provide some improvement in worklife balance, Employee’s shall be notified at least **forty-eight (48) hours** in advance of any proposed changes. If the employee does not receive at least **forty-eight (48) hours** notice and works the shift change, she/he will be compensated at the overtime rate (article 20.8 (c));
- 18) For clarity purposes additional language has been added to meal breaks. The designated meal period for 8 hour shifts, shall not be less than thirty (30) minutes. For twelve (12) hour shift workers the designated meal period shall not be less than forty-five (45) minutes. Each

employee shall receive two (2) fifteen (15) minute rest periods, an increase from two (2) ten minute breaks for 8 hour shift employees (article 20.2 (d));

- 19) Better language for Flexibe Hours of Work for Non-Shift Employees, the employer may not require employees to work flexible daily hours unless mutually agreed between the employer and the employee (article 20.20 (b));
- 20) Amendments to Master Rotations, master rotations shall only consist of eight (8) and twelve (12) hour shifts (article 20.7);
- 21) Improvement in Standby which cannot be assigned to a nurse who is on vacation **or sick leave** (article 21.7 (e));
- 22) All overtime earned **outside** an Employee's home unit shall be paid out at the applicable hourly rate (article 21.3 (a)). Overtime hours earned in an Employee's **home unit** can be taken at a time mutually agreed. Employees shall be permitted to carry forward **37.5 hours** of overtime and up to 22.5 hours of additional time denied between January- March. This article applies to both full and part-time employee's (article 21.3(b));
- 23) Improved language under Accumulation of Sick Leave; 24.2 (b) Permanent part-time employees shall be entitled to use their accumulated sick leave credits in the following manner: For the posted schedules for the current and next consecutive master rotation, accumulated sick leave shall be granted based on guaranteed shifts and any extra pick-up shifts already scheduled. The current (b) now renumber (c);
- 24) In order to qualify for sick day(s), all travel to medical/dental appointments must be **30 km** or more away from work or home. The addition of kilometers is to add clarity and fairness to all members (article 24.11);
- 25) Improvements to extended sick leave Article 24.12 If the employee returns to work and suffers a recurrence. .. the employee shall be entitled to an additional four months leave of absence ;
- 26) We have maintained the **No Lay Off clause;**
- 27) Deleted article 25.2, new guidelines under Worker's Compensation Act indicated there is no wait period. Employee's will receive **85%** of net income, this is an increase from **80%** (article 25.3);
- 28) Additional language to clarify that the employer may now post the president's position for the full term of the employee's leave of absence (2 year temporary) (article 27.2);
- 29) Improvement in eligible years of service required to obtain severance pay upon death of employee has been reduced to **5 (five) years** of service, from 10 (ten) years;

- 30) Article 29, employee shall be granted leave without pay for up to **seventy-eight (78) weeks**, an increase from 52 weeks as indicated in the Employment Standards Act (this does not however extend the current paid maternity top up provisions);
- 31) Improved bereavement leave, amendment, to leave of absence in death of immediate family, will now include **grandchild, grandparent** (article 30.1);
- 32) Improvements to adverse weather (storms) protections; Moved appendix "N" into the collective agreement and have created a new article under 31.
Adverse Weather is now article 31.5. New amendments now include;
Reasonable lateness of an employee for time spent actually in transit to the workplace shall not be subject to the provisions of article 31.2.
Where an employee is unable to report for work at the employee's normal start time due to weather conditions, the employee will monitor the weather conditions and will report for work as soon as reasonably possible.
We achieved new language, now article 31.6, an employee who goes to their worksite and is unable to access the building due to storm conditions shall be paid for the hours within their shift that the building remained inaccessible;
- 33) Amended language to article 32.1; All Employees shall give the employer as much notice as possible of their intention to resign, which shall be at least a minimum of four (4) calendar weeks written notice;
- 34) Additional language to article 33.1 will now include a (c) medical lay-off. In the event of a medical lay-off, Article 33.4 does not apply and in Article 33.5 the employee may only elect subsections (b) or (c);
- 35) Prepaid retirement leave, additional language was added; Once retirement allowance credits are used, the Employee cannot earn any additional retirement allowance credits (article 35.7);
- 36) The Employer shall notify the Union prior to the abolishment of any bargaining unit positions (new article 13.2(a) and renumber remaining article 13.2 (b));
- 37) Appendix "P" now called Professional Responsibility Guidelines and Form. This is inserted throughout the document where Work Situation report and Guidelines was written;
- 38) New Letter of Understanding, Re: Psychological Health and Safety in the Workplace, **Please see the attached;**
- 39) Improvement in Compensation for Part-time employees who are now entitled to compensation for statutory holidays, either in time in lieu or pay, (article 23.7);
- 40) There will be no further distinction between how an eight (8) hour employee and a twelve (12) hour employee are compensated for statutory holidays (article 23.2);
- 41) New language for payout of stat holiday banks: Full time employees, new article 23.8; All statutory holiday time not taken in excess of thirty-seven and a half (37.5) prior to March 31st of each fiscal year shall be paid out. Full time employees may carry over a maximum of thirty-

seven and a half (37.5) hours of statutory holiday. Any hours carried over to the next fiscal year must be used in that fiscal year or paid out prior to March 31st. Re-number remainder of article;

- 42) New Language for Part-time employees, new article 20.24; Part-time employees who are scheduled for extra shifts less than forty-eight (48) hours in advance are not entitled to sick leave for those extra shifts;
- 43) New wage grid, see attached Appendix “A”
- 44) Amendment to Line Sharing Agreement Appendix “E”

Paragraph 8;

Employees entering line sharing may have the arrangement approved for up to twenty-four (24) months.

No line sharing arrangement shall extend beyond twenty-four (24) months without the mutual agreement of the Employer and the Union.

At the completion of the line sharing agreement, participating Employees shall not be able to enter into another line sharing arrangement for at least the length of time of the arrangement just completed;

Paragraph 12;

Benefits will be earned in proportion to hours worked.

The life insurance benefit will reflect each employee's permanent status.

Subject to the terms of the pension plan and the provisions of the Income tax Act, a participating Full Time Employee may be permitted to contribute to their pension on the same basis as if they were in their full time position, for a lifetime period of not more than twenty-four (24) months.

The Employer will match the Employee contributions;

- 45) Under Appendix H” nurses assigned to mentor new graduates shall receive a payment of \$550 at end of mentorship period. (if more than one mentor, payment to be pro-rated between nurses.)

- 46) Additional sites were added to Appendix “M”, under Prince - Women’s Wellness Clinic was added; under Queens – Cornwall Medical Centre, Insight Program RN, Enman Crescent; and additional #4 was added to include; Families of Schools as defined by the Employer, with a primary worksite within the family identified;

Please note that there have been several administrative/non-substantive changes proposed throughout the body of the Collective Agreement. These changes, which are too numerous to provide the details of in this summary information package, were implemented:

If ratified, all changes will be identified in the new collective agreement in **bold** print. You can also expect to find minor changes to the current numbering of articles.

APPENDIX "A"

Wage Rates

DRAFT

1%							25 yr
April 1, 2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	wage rate
RN I	32.80	34.15	35.70	37.20	38.74	40.00	41.19
RN II	33.32	35.00	36.65	38.30	39.99	41.60	42.86
RN III	36.04	37.62	39.28	41.09	42.88	44.35	45.67
RN IV	37.37	39.25	41.13	43.02	44.85	46.75	48.14
NP	48.84	50.10	51.36	52.64	53.94	55.29	56.94

1%							25 yr
October 1, 2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	wage rate
RN I	33.13	34.49	36.06	37.57	39.13	40.40	41.60
RN II	33.65	35.35	37.02	38.68	40.39	42.02	43.29
RN III	36.40	38.00	39.67	41.50	43.31	44.79	46.13
RN IV	37.74	39.64	41.54	43.45	45.30	47.22	48.62
NP	49.33	50.60	51.87	53.17	54.48	55.84	57.51

1.25%							25 yr
April 1, 2019	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	wage rate
RN I	33.55	34.92	36.51	38.04	39.62	40.90	42.12
RN II	34.07	35.79	37.48	39.17	40.89	42.54	43.83
RN III	36.85	38.47	40.17	42.02	43.85	45.35	46.71
RN IV	38.22	40.14	42.06	43.99	45.87	47.81	49.23
NP	49.95	51.23	52.52	53.83	55.16	56.54	58.23

1%							25 yr
April 1, 2020	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	wage rate
RN I	33.88	35.27	36.88	38.42	40.02	41.31	42.54
RN II	34.41	36.15	37.86	39.56	41.30	42.97	44.27
RN III	37.22	38.86	40.57	42.44	44.29	45.81	47.17
RN IV	38.60	40.54	42.48	44.43	46.33	48.29	49.72
NP	50.45	51.74	53.05	54.37	55.72	57.10	58.81

1.25%
October 1,
2020

25 yr

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	wage rate
RN I	34.31	35.71	37.34	38.90	40.52	41.83	43.07
RN II	34.84	36.60	38.33	40.05	41.82	43.51	44.83
RN III	37.69	39.34	41.08	42.97	44.85	46.38	47.76
RN IV	39.08	41.04	43.01	44.98	46.91	48.89	50.34
NP	51.08	52.39	53.71	55.05	56.41	57.82	59.55

APPENDIX "B"
MEMORANDUM OF UNDERSTANDING
RE: UNIFORMS

WHEREAS, Health PEI (The "Employer") supports the initiative of PEINU Registered Nurses/Nurse Practitioners when required, to wear uniforms consisting of a white top embroidered with an RN/NP logo, and black pants;

AND WHEREAS the Employer will engage in dialogue with its Union groups to discuss the development of a uniform policy and to assist PEINU bargaining unit members in their initiative to achieve identification in the workplace of Registered Nurses/Nurse Practitioners by the wearing of a uniform consisting of a white top embroidered with the RN/NP logo and black pants;

AND WHEREAS PEINU recognizes that in some service areas of the Employer, dress codes, policies or practices exist that require Registered Nurses/Nurse Practitioners to wear uniforms or clothing that are not black and white, and there is no intent on the part of the PEINU to prevent the Employer from continuing or implementing alternate dress policies, codes or practices in its operations or for the Employer to provide Registered Nurses/Nurse Practitioners with Employer supplied uniforms;

NOW THEREFORE, the Employer and PEINU hereby agree that:

1. The Employer does support the desire of Registered Nurses/Nurse Practitioners to wear a uniform consisting of a white top embroidered with the RN/NP logo and black pants, in areas of the Employer's operation where other dress codes, policies and practices are not in place or the Employer does not provide the Registered Nurses/Nurse Practitioners with uniforms;
2. In support of PEINU, the Employer will engage in dialogue with its other Union groups regarding the wearing of distinctive employee group uniforms. In its dialogue the Employer will support PEINU's uniform initiative of a white top embroidered with the RN/NP logo and black pants;
3. The Employer agrees to develop a uniform policy with its workforce. Any reference to the uniform of a Registered Nurses/Nurse Practitioner in such policy will support the wearing of the white top with an embroidered RN/NP logo and black pants;
4. PEINU recognizes that in some service areas of the Employer, dress codes, policies or practices exist that require Registered Nurses/Nurse Practitioners to wear uniforms or clothing that are not black and white, and there are areas where the Employer provides RN/NP's with uniforms and there is no intent on the part of the PEINU to prevent the Employer from continuing or implementing alternate dress policies, codes or practices in its operations.

APPENDIX "C"

LETTER OF UNDERSTANDING

RE: Psychological Health and Safety in the Workplace

WHEREAS The Parties recognize the importance of providing a work environment that supports psychological health and safety;

AND WHEREAS Health PEI has launched a Workplace Wellness Framework that identifies employee mental health as a key pillar of employee wellness;

AND WHEREAS psychological health and safety is a priority for both Parties;

AND WHEREAS the Parties are committed to the principles outlined in the National Standard of Canada, Psychological Health and Safety In The Workplace, published on January 16, 2013 (referenced as CAN/CSA-Z1003-13/BNQ 9700-803/2013);

AND WHEREAS the Parties share a common interest of promoting and enhancing a working relationship consistent with the principles of mutual respect, confidentiality and cooperation;

The Parties agree that they shall:

1. Reinforce the development (by the Employer) and sustainability of psychologically healthy and safe workplace environments;
2. Lead and influence workplace culture in positive measures of discussion and collaboration;
3. Engage employees to
 - a) Be aware of the importance of psychological health and safety;
 - b) Be aware of the impact of tolerating hazards to psychological health and safety; and
 - c) Identify workplace needs regarding psychological health and safety.
4. Health PEI shall ensure that its senior managers:
 - a) Support and reinforce front line management in the promotion of psychological health and safety; and
 - b) Ensures that psychological health and safety is considered in organizational decision-making processes.
5. The Union shall ensure its officials and representatives
 - a) Support and reinforce the promotion of psychological health and safety in the workplace;
 - b) Ensures that psychological health and safety is considered in its dealings with the Employer.