

## **MEMORANDUM OF AGREEMENT**

between

### **THE MANITOBA NURSES UNION**

(The “Union”)

-and-

### **PROVINCIAL HEALTH LABOUR RELATIONS SERVICES**

(“PHLRS”)

on behalf of

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

(The “Employer”)

#### **Re: Non-Conforming Shift Schedules – Full Time Salary Enhancement**

**WHEREAS** the parties have agreed to a Memorandum of Understanding (“the MOU”) which prescribes the terms and conditions of the Full Time Hours Salary Enhancement (FTSE) Project.

**AND WHEREAS** Article 3007 of the Collective Agreement allows for the opportunity for a nurse to request an increase in EFT.

**AND WHEREAS** the parties recognize that additional flexibility may be required in order to maximize opportunity to allow nurses to qualify for the FTSE.

**NOW THEREFORE**, the parties agree as follows:

1. Where a nurse has requested an increase to their EFT in order to enhance their eligibility to qualify for the FTSE, and
  - i) the increase in EFT would result in a non-conforming shift pattern contrary to Article 1504 (f) of the Collective Agreement; and
  - ii) there is voluntary agreement by the nurse to accept the non-conforming shift pattern in order to increase their EFT; and
  - iii) the Employer can reasonably increase the EFT based on operational need

the increase in EFT shall occur within the next set of posted scheduled hours from when the increase in EFT was requested.

2. For the purposes of this Memorandum of Agreement (the "MOA"), where there are significant

- i) vacant nursing positions; or
- ii) overtime/mandatory overtime hours; or
- iii) Agency use in a unit/site/program,

the Operational Need condition will be considered satisfied if the additional hours requested for EFT increase is less than, or equal to the hours apportioned to vacancies, overtime hours, agency use, or any combination thereof.

Where reasonably possible the additional EFT should be in the nurse's home unit/program. However, where this is not reasonably possible, it is understood that the non-conforming shift pattern may be positioned in a relief team, and not in the nurse's home unit where the EFT is held, which may result in the nurse holding two part time positions.

3. Where the Employer denies an increase in EFT request on the basis of Operational Need, upon request of the Union, the Employer shall provide, all information relative to the hours allotted for overtime, agency use, and vacant positions for the unit/ site/program where the increase in EFT was requested, in a timely fashion.
4. Where the Union disputes the Employer's refusal on the basis of Operational Need, the Union may refer the matter to the grievance and arbitration process as prescribed in the Collective Agreement.
5. Where a nurse has been granted an EFT increase and a non-conforming shift pattern is instituted with agreement of the nurse, the nurse's shift pattern may remain non-conforming until such time as the Employer changes the rotation in accordance with Articles 1504 and 2701. The Employer is not obligated to rescind the non-conforming shift pattern or EFT increase should the nurse indicate they no longer wish to participate in qualification for the FTSE or the FTSE ends.
6. Where such a non-conforming shift pattern associated to an EFT increased position is then vacated by a nurse, the Employer is not obligated to repost the position as a non-conforming shift pattern, and may repost the vacant hours into alternate EFT(s) in accordance with the Collective Agreement.
7. Any failure to adhere to, or comply with, the provisions of this MOA are subject to the grievance and arbitration procedures of the Collective Agreement.
8. It is understood that should the FTSE MOU end, this MOA will expire simultaneously, unless otherwise agreed to by the parties, subject to any mutually agreed upon modifications. The parties may mutually agree to end this MOA prior to that date. Any increased EFT and non-conforming shift pattern position created under this MOA shall continue unless it is ended in accordance with #5 or #6 above.

**Dated this 3<sup>rd</sup> day of December 2025**

**Provincial Health Labour Relations Services  
On behalf of the Employers:**



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Wanda Reader  
Interim Executive Director  
Provincial Health Labour Relations Services  
Union

**Manitoba Nurses Union:**



**February 4, 2026**

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Mike Sutherland  
Executive Director  
Manitoba Nurses