### 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")

**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** the parties recognize that in the initial rollout of the FTSE project, good faith mistakes in the awarding of additional shifts may occur and centralized, standardized scheduling has not yet been implemented.

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

- 1. The first qualifying period April 1, 2025 to September 30, 2025 will be condensed to a five (5) month period being May, June, July, August and September.
- 2. During the five (5) month period as noted in #1 above, the nurse would require 839.58 qualifying hours over the five (5) month period in order to qualify for the full amount of the FTSE (\$5.95).
- 3. Scheduling errors should be addressed as they occur and the nurse shall be offered the opportunity to work a reasonable alternate like shift(s) on a supernumerary basis at the time of offering. However, it is recognized that it may not be reasonable for the nurse to work an additional shift to make up for the shift lost due to error and still obtain the requisite hours to satisfy the necessary hours within the remaining qualifying period.
- 4. This agreement does not reduce the amount of exception hours the nurse may utilize as outlined in A. 2. a) through j) (as listed in the second part of A.2.) of the MOU.

- Where problems and complications in regards to scheduling and offering of shifts across Employer Organizations persist, such that a nurse fails to meet the requisite hours to qualify for the FTSE, the Employer shall provide all reasonable consideration to permit additional flexibility with respect to the qualifying hours, such that the nurse is able to qualify for the FTSE.
- 6. Union will agree to place any current grievances related to nurses not being afforded the greatest opportunity to access the FTSE in abeyance until at least May 1st 2025, or longer, at its discretion, The Union reserves the right to reactivate the grievance(s), and file any additional grievances as the Union deems necessary. The Union maintains their right to all recourse available under the Collective Agreement or at law and this agreement does not prejudice or restrict those rights in any way, other than as stated herein. The Employer agrees that no timeliness objections shall be raised with respect to the grievances held in abeyance, or withheld from immediate filing, while awaiting determination on the efficacy of this agreement in addressing the related concerns.
- 7. Should this agreement fully address the concerns outlined in the grievances filed, the Union agrees to withdraw said grievances.
- 8. The Union reserves the right to file future grievances should it allege failure to comply with the MOU and/or the Collective Agreement.
- 9. Any failure to adhere to, or comply with, the provisions of this Memorandum are subject to the grievance and arbitration procedures of the Collective Agreement.
- 10. It is understood that this MOU will expire on October 1, 2025. Where the Employer has not, as of that date, fully resolved the issues associated to the offering and scheduling of available shifts so as to be fully compliant with the FTSE MOU. the parties agree to meet and formulate a further agreement to address such issues for the next qualifying period (October 2025 to March 31, 2026). The parties shall meet prior to the commencement of the next qualifying period, with sufficient time to formulate the necessary agreement as required.

Dated this 28th day of April, 2025

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

Wanda Reader

Janda Reader.

Interim Executive Director

Provincial Health Labour Relations Services

**Manitoba Nurses Union:** 

Mike Sutherland

**Executive Director** Manitoba Nurses Union