

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: Casual nurses and inclusion of previously earned hours toward increment
advancement on pay scale**

WHEREAS the Employers Organizations are parties to a Collective Agreement,

AND WHEREAS the parties, wish to best ensure retention of experienced nurses in the public health system and take meaningful action to reduce or eliminate reliance upon agency nurses;

AND WHEREAS the intention of this Memorandum is to support retention of nurses for positions of employment within the Province of Manitoba's universal public health system, by recognizing hours worked towards earning increment advancement;

AND WHEREAS the parties confirm that this Memorandum of Agreement does not in any way change the definition of continuous service as outlined in Article 311 of the Collective Agreement except as specifically outlined herein;

AND WHEREAS a nurse who formerly held a permanent or term position with an Employer as listed in Appendix D of the Collective Agreement who resigned or retired as of January 1st, 2018 or later and was or is rehired to and maintains current employment as of January 1st, 2018 or later in casual status, the parties wish to recognize regular paid hours accrued towards subsequent increment advancement on the salary scale while in the former permanent or term position;

NOW THEREFORE the parties agree as follows:

1. Definitions;

- a) Qualifying Former Position (QFP) means a term or permanent part or full time position from which a nurse resigned or retired as of January 1st, 2018 or later.
- b) Qualifying Receiving Part-time Position (QRPP) means a part time permanent or term position occupied by a nurse as of January 1st, 2018 or later, with a minimum 0.4 EFT or greater.
- c) Qualifying Receiving Full-time Position (QRFP) means a full time permanent or term position occupied by a nurse as of January 1st, 2018 or later.

2. A nurse who has been **rehired to casual status with any Employer listed in Appendix D** of the Collective Agreement (Central Table), within a six (6) month period from date of resignation or retirement (exclusive of any period of pre-retirement leave as per Article 3504 shall retain the step on salary scale held in the former permanent or term position, including any and all regular hours previously earned towards their next increment advancement. The previous increment hours earned towards the next increment on the salary scale shall be credited for use as per Article 3502 which states; A casual nurse shall receive increments *on the basis of one (1) increment for each 2015 hours worked. Such increment shall be applied to the pay period next following completion of 2015 hours.*

Example

- EFT nurse was at Year 4 on the pay scale with 900 accrued increment hours towards next increment
 - Nurse resigned or retired from the EFT position
 - Nurse rehires to casual status within six (6) months from effective date of resignation/retirement (not inclusive of any pre-retirement leave)
 - The 900 accrued increment hours as noted above will count towards eligibility for the next increment
 - Casual nurse requires 2015 hours to achieve an increment
 - 2015 hours – 900 hours = 1115 hours required to be advanced an increment
3. Where a nurse has **moved from casual status to a QRPP**, and has agreed to a Return of Service of twenty-four (24) months commencing the date the nurse occupied a position eligible for the reconnection of seniority; the hours earned in the previous casual position shall count towards increment advancement and/or placement on the salary scale in the part-time position in accordance with Article 3408 of the Collective Agreement or one (1) years' continuous service, which ever occurs later.

Example

- PT nurse formerly at Step 4 upon resignation date of January 30th, 2020 and has 300 accrued increment hours.
 - June 1st, 2020, nurse rehired to casual status and placed at Step 4 and accrued 800 hours at regular rates of pay in casual status up to January 30th, 2024.
 - On January 30th, 2024, nurse commenced a 0.5 EFT position and reconnects seniority and signs a ROSA under MOU #49.
 - the 300 previously accrued hours and the 800 hours, for a total of 1100 hours are credited to the nurse in the QRPP for the purpose of advancement of step on salary scale.
 - Once credited the increment advancement process would follow Article 3408.
4. A nurse has **moved from casual status to a QRFP**, and has agreed to a Return of Service of 24 months commencing the date the nurse occupied a position eligible for the reconnection of seniority. The hours earned at regular rates of pay in the former casual position shall count towards increment advancement and/or placement on the salary scale in the full-time position in accordance with Article 3806 of the Collective Agreement or one (1) years' continuous service, which ever occurs later.

5.

a. Where a nurse was (and is currently employed) or is rehired to, casual status with any Employer listed in Appendix D in accordance with Article 3504 as follows:

- *Continuation of placement at the 15, 20, or 25-year rate as applicable if rehired after a period of no longer than six (6) months. For clarity a period of pre-retirement leave does not count towards the six (6) month qualification time limit.*

or

b. Where a nurse currently maintains casual status but for whom Article 3504 did not apply at the time of hire;

or

c. Where a nurse is hired into casual status subsequent to or on the date of this Memorandum but for whom Article 3504 does not apply;

The following will apply:

The nurse would be eligible to progress to the next 15, 20 or 25 year salary step, subject to the nurse meeting the required hours paid at regular rates to achieve that rate as noted below:

Salary Step	Hours Required
15 Year	30,225 hours
20 Year	Currently at 15 Year rate plus 10,075 hours Not at 15 Year rate – 40,300 hours
25 Year	Currently at 20 year rate plus 10,075 hours Not at 15 or 20 year rate – 50,375 hours

- Hours referenced above are understood to be hours paid at regular rates, and are the cumulative total paid to the nurse amongst previous positions held amongst Employers listed in Appendix D of the Collective Agreement. However a nurse may not incorporate hours from multiple positions held simultaneously with multiple Employers. In such case the nurse must select the position for which the hours shall be incorporated for the provision above.
 - For clarity increment advancement/placement for the 15, 20 or 25 year salary step for Full or Part time nurses is based upon continuous service as defined in Article 3810.
6. Placement on the 15, 20 or 25 year step, as per the terms and conditions of this Memorandum shall be retroactive to April 1st, 2024 or date of commencement in an applicable position, whichever occurs later. All other increment placement shall be retroactive to date of signing of this Memorandum
7. 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.

8. This MOA is without prejudice and precedent with for any current or potential grievance in regards to placement of casual nurses at the 15, 20 or 25 year salary step.
9. Where a nurse in casual status has been in receipt of the 15, 20 or 25 year salary step, they shall not suffer a rate reduction as a result of this Memorandum.
10. For nurses currently holding a position as of the date of signing of this Memorandum, in order to receive the hours towards increment advancement, qualifying nurses must submit a written request to the Employer within one hundred and twenty (120) days.

Where a nurse with previous hours accrued from employment, maintained up until January 1st, 2018, or later, with any Employer listed in Appendix D of the Collective Agreement, is rehired subsequent to the date of signing of this Memorandum, during the onboarding process, the nurse shall make such previous hours known to the Employer. Where a nurse previously held simultaneous multiple positions with multiple Employers, the nurse must select the position from which they will be credited the hours.

At the time of rehire the Employer shall make the terms and conditions of this Memorandum known to nurses and shall credit any applicable previous hours towards increment advancement. Where the Employer fails to make such known to the nurse, and the nurse qualified for crediting of hours, the nurse shall be credited the hours with corresponding increment placement on the salary scale, retroactive to date of rehire.

11. The Employer agrees to provide instruction and communication as to the contact information (including email) of the Employer designate to whom eligible nurses are to submit the written requests. Such contact information to be provided to nurses and MNU Central within five (5) business days of the signing of this Memorandum. The Employer agrees to send confirmation of receipt to all requesting nurses within fourteen (14) days of date of submission of their request. The parties agree that written requests include requests submitted via email.

Dated this 3rd day of March, 2025.

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



Wanda Reader
Interim Executive Director
Provincial Health Labour Relations Services

Manitoba Nurses Union:



Mike Sutherland
Executive Director
Manitoba Nurses Union