

**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: Standardizing of Offering of Additional Available Shifts and Overtime**

WHEREAS the parties acknowledge and agree that there shall be standardized scheduling guidelines for the awarding of additional available shifts and overtime that shall apply to all Employers within the Employer Organizations as outlined in Appendix D of the Collective Agreement.

AND WHEREAS the parties agree that the standardized process shall apply to Article 34 - Special Understandings Re: Part-Time Nurses, Article 35 – Special Understandings Re: Casual Nurses, MOU 24 – Re: Provincial Travel Nurse Team (the “Team”) and Article 16 – Overtime.

AND WHEREAS the Awarding of Additional Available Shifts both at regular and overtime rates of pay shall be done in an equitable manner, reviewing the available nurses’ additional hours over the scheduling period.

Therefore, the parties agree:

MNU shall encourage nurses to advise the Employer(s) as to their interest in working additional shifts in order to qualify for the Full-Time Hours Salary Enhancement (the “Salary Enhancement”).

- 1) The Employer shall provide clear instruction to the nurses as to the information required by the Employer for said purpose, including the manner in which the communication is to be formatted and sent by the nurse, the Employer designate to whom it ought be sent, and any timelines associated to indicating availability, and any other information reasonably required by the Employer to administer the Salary Enhancement.
- 2) Notwithstanding the above, the Salary Enhancement Memorandum Of Understanding (MOU) includes (but is not limited to) the following requirements from the Employer:
  - Wherever reasonably possible, will provide the greatest opportunity for nurses to access the Salary Enhancement.

- Establish a mechanism that allows for nurses to readily view and apply for all available shifts at any site/Employer within their Employer Organization (exception Shared Health/Winnipeg geographical location). This principle also applies to nurses in the Provincial Travel Nurse Team.
- Will provide reasonable opportunity for the nurse to be aware of any shortfall in qualifying for The Salary Enhancement and any reasonable opportunity to make application to use the flexibility options in the Salary Enhancement MOU to qualify for The Salary Enhancement.

Where the direction or actions of the Employer as a result of, or associated directly or indirectly to the Employers instruction as indicated in 2) above, constitute a failure to adhere to, or comply with the provisions of the Salary Enhancement MOU (including, but not limited to, those listed above) such is subject to the grievance and arbitration procedures of the Collective Agreement, and are not limited, restricted or reduced in any manner by this Memorandum.

- 3) Nothing herein limits, restricts, or reduces the Union's reliance upon adherence MOU #5, or any other provision in the Collective Agreement, unless specifically agreed to by the Union in writing.
- 4) The Employer shall communicate a process and procedure for the Offering of Additional Available Shifts and Overtime to be utilized by all Employers in Appendix D of the Collective Agreement, which shall contain all shifts being offered and awarded in the following order:
  - A. Anticipated Unscheduled Available Shifts ("AUA Shifts")

Shifts shall be distributed as equitably as reasonably possible within the scheduling period as per paragraphs a- l below, provided the nurse is qualified and able to perform the required duties.

- a. Nurses on layoff of the same classification from the site, within the first three (3) years of layoff, up to their EFT
- b. Nurses on layoff of the same classification, within the first three (3) years who indicates their availability for additional available shifts at any of the other sites comprising the Employer, up to their EFT
- c. Part-time nurses of the same classification in their home unit – See Definitions
- d. Part-time nurses of the same classification within the program, (including Float Pool/Relief Teams)
- e. Part-time nurses of the same classification within the site
- f. Part-time nurses of the same classification external to the site, same Employer.
- g. Casual Plus nurses, of the same classification. See definition (for casual plus)
- h. Nurses on layoff of the same classification (within the first 3 years) above their EFT but up to 1.0, as well as nurses on layoff of the same classification, years 3-5 including their EFT
- i. Casual site nurses, of the same classification including nurses on a Leave of Absence of the same classification but available for Additional Available Shifts (Unpaid Maternity/Parental Leave, Education Leave, etc.)
- j. Any nurse with casual status, of the same classification, within the same Employer, not captured in any of the categories above.

- k. Part-time nurses of the same classification within the Provincial Travel Nurse Team, (when the site being scheduled at is one of their identified sites);
- l. Casual nurses of the same classification within the Provincial Travel Nurse Team, (when the site being scheduled is one of their identified sites);
- m. If the Employer decision is to fill with an alternate classification, repeat order as above.
- n. The finalized shift schedule for the posting period is posted at the end of the week prior to the posting period.
- o. If Employer is not successful in filling the shift(s) as per above, consider voluntary reassignment or voluntary overtime.
- p. Any shifts not awarded in paragraphs a - l above, shall be open to any qualified MNU nurse who makes themselves available on a first come first serve basis.

If no qualified MNU nurse makes themselves available all options must be exhausted prior to consideration of agency nurse usage.

#### B. Unanticipated Additional Available Shifts (“UAA Shifts”)

Shifts shall be offered distributed as equitably as reasonably possible within the scheduling period as per paragraphs a-k below, provided the nurse is qualified and able to perform the required duties.

- a. Nurses on layoff of the same classification from the site, within the first three (3) years of layoff, up to their EFT
- b. Nurses on layoff of the same classification within the first three (3) years who indicates their availability for additional available shifts at any of the other sites comprising the Employer, up to their EFT.
- c. Part-time nurses of the same classification within their home unit.
- d. Part-time nurses of the same classification within the program.(including Float Pool/Resource Teams.)
- e. Part-time nurses of the same classification within the site.
- f. Part-time nurses of the same classification external to the site, same Employer.
- g. Casual Plus nurses, of the same classification.
- h. Nurses on layoff of the same classification above their EFT but up to 1.0, for the first 3 years, as well as nurses on layoff of the same classification, years 3-5, including their EFT.
- i. Casual site nurses, of the same classification including nurses on a Leave of Absence of the same classification but available for Additional Available Shifts (Unpaid Maternity/Parental Leave, Education Leave, etc.).
- j. Any nurse with casual status, of the same classification, within the Employer, not captured in any of the categories above.
- k. Part Time nurses of the same classification within the Provincial Travel Nurse Team, (when the site being scheduled at is one of their identified sites.)
- l. Casual nurses of the same classification within the Provincial Travel Nurse Team (when the site being scheduled at is one of their identified sites.)
- m. If Employer decision is to fill with an alternate classification, repeat order as above.
- n. Consider voluntary reassignment of nursing staff, in accordance with Article 2804, or voluntary overtime
- o. Consider involuntary reassignment of nursing staff, in accordance with Article 2805.

- p. Any shifts not awarded in paragraphs a - l above, shall be open to any qualified MNU nurse who makes themselves available on a first come first serve basis.

If no qualified MNU nurse makes themselves available all options must be exhausted prior to consideration of agency nurse usage.

### C. Overtime

If Employer has determined to fill the shift at overtime rates, the Employer will contact nurses in accordance with their current established practices.

Nurse must be eligible to be paid overtime rates with the Employer as per Article 16

Overtime shifts shall be offered as equitably as reasonably possible within the scheduling period below, provided the nurse is qualified and able to perform the required duties as follows:

- a. Full-time and Part-time nurses of the same classification eligible for overtime, within their home unit.
  - b. Full-time and Part-time nurses of the same classification eligible for overtime, within the program (including Relief Team/Float Pool).
  - c. Full-time and Part-time nurses of the same classification eligible for overtime, within the site.
  - d. Full-time and Part-time nurses of the same classification external to the site who are eligible for overtime, within the Employer.
  - e. Casual site nurses of the same classification including Casual Plus nurses.
  - f. Any nurse with casual status, of the same classification, within the Employer, not captured in any of the categories above.
  - g. Full-time and Part-time nurses of the same classification within the Provincial Travel Nurse Team (when the site being scheduled at is one of their identified sites).
  - h. Casual nurses of the same classification within the Provincial Travel Nurse Team, (when the site being scheduled at is one of their identified sites).
  - i. If Employer decision is to fill with an alternate classification, repeat order as above.
- 5) The procedures will be communicated to nurses and the Union and will be completed such that the Salary Enhancement is operational as of April 1<sup>st</sup>, 2025.
- A. The parties agree that the PTNT is a unique program, and although attributed to the SHEO for administrative purposes, the PTNT is applied and in effect across all EOs. Therefore, so as not to disadvantage nurses with a Part Time status in the PTNT, the Union and Employer agree to review the hierarchy of shift selection above to be consistent with the principle, as contained in the Collective Agreement, that Part Time and Full-Time nurses receive preference over casual nurses with respect to selection of available shifts. The review shall be conducted no later than October 1<sup>st</sup>, 2025. There shall be no unreasonable delay in implementing a change consistent with the intent expressed in C herein, upon completion of the review.
  - B. The Union and the Employer agree to meet on a regular basis to review the efficacy of the Guidelines.

- C. The Union understands there may be good faith mistakes in the implementation of awarding AUA Shifts and UAA Shifts as set out above. Where a nurse had lost additional available shift(s) to which they ought to have been awarded, the Union and Employer will collaborate to provide reasonable opportunity and offer, on a supernumerary basis, at the time of offering, the nurse to work an alternate like shift(s). Scheduling discrepancies amongst MNU nurses will be addressed with a focus on quality improvement and not punitive in nature. However, nothing herein limits or restricts in any way MNU's recourse with respect to grievance, damages, arbitration as outlined in the collective agreement where a MNU nurse is not awarded a shift that was instead provided to an agency nurse.
- D. Where a nurse's qualification for the Salary Enhancement is in jeopardy due to missed shift(s) resulting from an awarding error, the nurse shall first be offered a reasonable opportunity to make up the lost qualifying hours via a supernumerary shift(s). Where no such reasonable opportunity was offered within the time constraints of qualifying for the Salary Enhancement hours at regular rates of pay, the nurse may first request usage of, and the Employer shall grant upon such request, utilization of the exception flexibility provisions with respect to qualifying hours as per the Salary Enhancement MOU (A. sub 2). If, in such case the exception flexibility hours are exceeded by virtue of the missed shift(s) alone, or in conjunction with other acceptable reasons for exception, the nurse shall still qualify for the Salary Enhancement, and the shortage of hours resulting from the missed shift(s) shall be credited towards the Salary Enhancement eligibility criteria.
- E. The parties agree to discuss, as soon as practicable, the ability of SHEO nurses that work at a site contained within the geographic area of a separate rural EO, but wish to pick up shifts at a site within that rural EO in the same geographic area, to allow for those hours worked to count towards the Salary Enhancement. Until such has been finalized the hours will be tracked in the event a retroactive calculation is made to qualify for the Salary Enhancement.
- 6) Any failure to adhere to, or comply with, the provisions of this agreement are subject to the grievance and arbitration procedures of the Collective Agreement.

#### **DEFINITIONS:**

**Casual Nurse:** For the purposes of this Memorandum of Understanding, a nurse who holds Casual Status with an Employer, and does not hold an EFT position with any other Employer within the Employer Organization including Health Sciences Centre for the Winnipeg -Churchill Health Region Employer Organization Only.

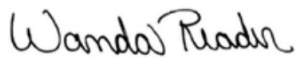
**Casual Plus Nurse:** For the purposes of this Memorandum of Understanding, a nurse who holds Casual Status at an Employer and holds a Part-time EFT position at another Employer within the same Employer Organization\*

A Full-time nurse cannot be considered Casual Plus.

*\*A nurse who holds an EFT position at Shared Health Employers Organization (within the geographic region of Winnipeg) and who holds casual status at a facility/site within the Winnipeg Churchill Health Region Employers Organization (within the geographic region of Winnipeg) will be considered Casual Plus. A nurse who holds an EFT position at a facility/site within the Winnipeg Churchill Health Region Employers Organization (within the geographic region of Winnipeg) and who holds casual status at Shared Health Employers Organization (within the geographic region of Winnipeg) will be considered Casual Plus. Where the above indicates a criteria or qualification for either WCHREO or SHEO, this same principle applies for nurses in the Winnipeg geographic area.*

**Dated this 19<sup>th</sup> day of March, 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

**Manitoba Nurses Union:  
On behalf of the Union**



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Mike Sutherland  
Executive Director  
Manitoba Nurses Union