

**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:

- 1) MNU shall encourage nurses to advise the Employer(s) as to their interest in working additional shifts in order to qualify for the FTSE, and the details thereof (available dates, sites/units for which the nurse is qualified to perform the duties, nurse's desired sites/units/facilities/programs to work at, etc.).
- 2) 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 FTSE.
- 3) Notwithstanding the above, the FTSE 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 HSC/Winnipeg). 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 FTSE 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 FTSE 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.

- 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 the following order of selection;

A. Anticipated Unscheduled Available Shifts (“AUA Shifts”)

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

- Nurses on layoff from the site, as well as any other site comprising the Employer up to their EFT, of the same classification
- Part-time nurses home unit – See Definitions, of the same classification.
- Part-time nurses within program, of the same classification (including Float Pool/Relief Teams).
- Part-time nurses within the site of the same classification.
- Part-time nurses external to the site, of the same classification, same Employer.
- Casual Plus nurses, of the same classification.
- Nurses on layoff above their EFT but up to 1.0, of the same classification.
- Part-time nurses within the Provincial Travel Nurse Team, of the same classification (when the site being scheduled at is one of their identified sites)
- Casual Plus nurses within the Provincial Travel Nurse Team, of the same classification (when the site being scheduled is one of their identified sites and within the Winnipeg geographic region.)
- Casual site nurses, of the same classification.
- Nurses on a Leave of Absence but available for Additional Available Shifts (Unpaid Maternity/Parental Leave, Education Leave, etc.), of the same classification.
- Casual nurses within the Provincial Travel Nurse Team, of the same classification (when the site being scheduled is one of their identified sites);
- If the Employer decision is to fill with an alternate classification, repeat order as above.
- AUA shifts that are not signed up for and awarded as above, will be open to any nurse, who makes themselves available on a first come basis.

- o. The finalized shift schedule for the posting period is posted at the end of the week prior to the posting period.
- p. If Employer is not successful in filing the shift(s) as per above, consider voluntary reassignment or voluntary overtime, and if unsuccessful, then involuntary reassignment
- q. All options listed 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 a-k below, provided the nurse is qualified and able to perform the required duties.

- a. Nurses on layoff up to EFT, of the same classification.
- b. Part-time nurses home unit, of the same classification.
- c. Part-time nurses within program, of the same classification (including Float Pool/Resource Teams.)
- d. Part-time nurses within the site of the same classification.
- e. Part-time nurses external to the site, within the same classification, same Employer.
- f. Casual Plus nurses, of the same classification.
- g. Nurses on layoff above their EFT but up to 1.0, of the same classification.
- h. Part Time Nurses within the Provincial Travel Nurse Team, of the same classification (when the site being scheduled at is one of their identified sites)
- i. Casual Plus nurses within the Provincial Travel Nurse Team, of the same classification (when the site being scheduled is one of their identified sites and within the Winnipeg geographic region.)
- j. Casual site nurses, of the same classification.
- k. Nurses on a Leave of Absence but available for Additional Available Shifts (Unpaid Maternity/Parental Leave, Education Leave, etc.), of the same classification.
- l. Casual Nurses within the Provincial Travel Nurse Team, of the same classification (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.

Any shifts not awarded in a to k above, shall be open to any qualified nurse who makes themselves available on a first come first serve basis. However all options listed (including offering voluntary overtime as per C. below) 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 for overtime with the Employer to be paid overtime rates.

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 eligible for overtime, home unit, of the same classification
  - b. Full-time and Part-time nurses eligible for overtime, within program, of the same classification (including Relief Team/Float Pool)
  - c. Full-time and Part-time nurses eligible for overtime, within the site of the same classification.
  - d. Full-time and Part-time nurses external to the site who are eligible for overtime, within the same classification, within the Employer.
  - e. Full-time and Part-time Nurses within the Provincial Travel Nurse Team, of the same classification (when the site being scheduled at is one of their identified sites)
  - f. Casual site nurses including Casual Plus nurses, of the same classification
  - g. Casual Nurses within the Provincial Travel Nurse Team, of the same classification (when the site being scheduled at is one of their identified sites);
  - h. 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, with implementation beginning for shifts scheduled as of May 22<sup>nd</sup>, 2026.
- A. The Union and the Employer agree to meet on a regular basis to review the efficacy of the Guidelines.
  - B. The Union understands the awarding of additional available shifts between site nurses, nurses from other sites within the EO and PTNT nurses may cause unanticipated complications until such time as the parties have established a clear protocol and have sufficient resources in place. Where a nurse had lost additional available shift(s) to which they ought 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.
  - C. Where a nurse's qualification for the FTSE 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 FTSE 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 FTSE 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 FTSE, and the

shortage of hours resulting from the missed shift(s) shall be credited towards the FTSE eligibility criteria.

**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 4<sup>th</sup> day of June, 2026**

**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