

**MEMORANDUM OF UNDERSTANDING**

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: FULL-TIME HOURS SALARY ENHANCEMENT– 2015 ANNUAL HOURS**

**PREAMBLE:**

The Provincial Healthcare System continues to experience a long standing and severe nursing shortage. The parties recognize the critical role nurses play in the provision of patient care. The nursing shortage has caused unprecedented challenges on a variety of aspects of the health care system and nurses.

The parties further recognize that the aforementioned nursing shortage has also caused financial hardship to the health care system by virtue of excessive overtime, and agency expenditures that ought instead be invested in Manitoba’s public healthcare system.

As a result, the Employers and the Union have agreed to jointly establish an initiative on a trial basis with the goal of reducing the nursing shortage through recruitment and retention initiatives, addressing the challenges of excessive overtime and agency use, and thus enhancing consistency and continuity of the quality patient care provided.

Therefore, a Full-Time Hours Salary Enhancement (herein after referred to as “The Salary Enhancement”) has been created as a two (2) year pilot project beginning on April 1, 2025 and ending March 31, 2027.

**A. INCENTIVE PARAMETERS:**

1. Nurses holding a full-time EFT (1.0) shall be entitled to The Salary Enhancement based on the following parameters:
  - a) Full-time nurses must be employed in one of the following classifications: LPN, ORT I, ORT II Nurse II, Nurse III and CRN/Charge Nurse.
  - b) Eligible nurses will be paid in the form of a pensionable hourly premium of \$5.95 per hour for all hours paid at regular rates subject to paragraphs (f), (g) and (h) below.
  - c) The Salary Enhancement will be paid on the basis of the adjusted salary scales as listed in Schedule “A” for illustration purposes only.
  - d) The Salary Enhancement will not apply to overtime hours or overtime rates.

- e) The Salary Enhancement applies to a nurse who occupies a Full-Time Weekend Worker position, within the classifications noted in a) above, who has an annual hours base of 1872.
- f) The Salary Enhancement will apply to any full-time nurse for any period where the nurse is on an approved WCB claim during the eligible period.
- g) The Salary Enhancement is not provided to any full-time nurse for any periods of unpaid leave.
- h) Where a nurse is on a paid sick leave of four (4) weeks or less, The Salary Enhancement shall be applied. For clarity, where a nurse is on a paid sick leave of four (4) weeks or more, The Salary Enhancement shall be applied only to the first four (4) weeks of the leave.

2. Part time and/or casual nurses working up to the equivalent of a full time EFT shall be entitled to The Salary Enhancement based on the following parameters:

- a) Part time and/or casual nurses must be employed in one of the following classifications: LPN, ORT I, ORT II Nurse II, Nurse III and CRN/Charge Nurse.
- b) For part time and/or casual nurses working up to the equivalent of full-time hours, The Salary Enhancement will be paid in the form of a pensionable hourly Salary Enhancement of \$5.95 per hour for all hours paid at regular rates.
- c) The Salary Enhancement will not apply to overtime hours or overtime rates.
- d) Part time and/or casual nurses on an accepted WCB claim shall qualify for The Salary Enhancement, if prior to going on WCB they had worked sufficient hours to qualify for The Salary Enhancement in the preceding eight (8) weeks.

The reconciliation for such compensation will be at the end of each six (6) month period (April 1<sup>st</sup> to September 30<sup>th</sup>, or October 1<sup>st</sup> to March 31<sup>st</sup> as the case may be) within the fiscal year and is in the form of a retroactive salary adjustment.

- A nurse holds a part time or casual position:
  - The assessment of full-time equivalency will be based on 2015 annual hours, however the annual period will be split and subsequently calculated over two (2) separate six (6) month periods, with each six (6) month period consisting of 1007.5 paid hours.
  - The two (2) six-month periods are as follows:
    - April 1<sup>st</sup> to September 30<sup>th</sup> – 1007.5 hours with payment being made first off cycle pay in December.
    - October 1<sup>st</sup> to March 31<sup>st</sup> – 1007.5 hours with payment being made first off cycle pay in June.
- Part time Nurse (casual excluded) exceptions. The exceptions that are applied towards eligibility of The Salary Enhancement for a part-time nurse are as follows in each six (6) month period: *(reduces amount of The Salary Enhancement based on eligible paid hours but not eligibility)*
  - a) A nurse is on an approved unpaid leave of absence of four (4) weeks or less.
  - b) A nurse is on approved union leave of four (4) weeks or less.
  - c) The aforementioned leaves can be taken individually or in combination of up to a maximum of four (4) weeks in the eligibility period.
  - d) A nurse is on any period of approved WCB claim subject to 2 d) above.

- e) A nurse who has not achieved sufficient qualifying hours may choose to utilize accrued banked overtime to top up eligible hours to a maximum of 38.75 hours. Such request shall be made in writing within two (2) pay periods prior to the eligibility period end. The requested hours will be paid straight time rates.
- f) A nurse shall be granted an exception of up to 38.75 hours to supplement eligibility to achieve payment of The Salary Enhancement if unable to pick up additional shifts due to extenuating circumstances. Extenuating circumstances shall be given all reasonable consideration. The nurse shall make written application to the Employer to apply said hours two (2) weeks after the eligibility period end date.
- g) A nurse shall be granted an exception of 50 hours to address stat time off equivalent to full-time nurses. The nurse shall make written application to the Employer to apply said hours at the end of, but no later than two (2) weeks after, the eligibility period end date.
- h) Notwithstanding the above, the combination of exception hours as provided for in e), f), and g) shall not exceed a combined total of 110 hours.
- i) A part-time nurse shall receive The Salary Enhancement for all hours in receipt of standby premium, provided that the standby premium hours and the hours worked results in the nurse qualifying for The Salary Enhancement (subject and in addition to the exceptions a) through h) inclusive as listed above). Where a nurse is on standby on a day not scheduled for work (nonscheduled day), the nurse shall receive consideration as follows: the duration of the nurse's regular shift for each nonscheduled day on standby, less the number of hours for which the nurse received the Salary Enhancement for the standby premium during the biweekly pay period. The nurse shall make written application to the Employer to apply said hours at the end of, but no later than two (2) weeks after, the eligibility period end date.

Examples:

Example 1- Scheduled for Standby on both days of work, and during days not scheduled

- Scheduled for standby 6 days in a row (a block of on call), 3 of which are not scheduled days of work
  - Day 1- worked 8 hour day; scheduled for standby for 16 hours (Eve & Night) – paid 4 hours standby premium
  - Day 2- worked 8 hour day; scheduled for standby for 16 hours (Eve & Night) – paid 4 hours standby premium
  - Day 3- worked 8 hour day; scheduled for standby for 16 hours (Eve & Night) – paid 4 hours standby premium
  - Day 4- 24 hours on call – paid 6 hours standby premium
  - Day 5- 24 hours on call – paid 6 hours standby premium
  - Day 6- 24 hours on call – paid 6 hours standby premium
- Total of 30 hours standby premium
- Could have worked 8 regular paid hours on Day 4, 5, and 6 = 3 Days x 8 hours = 24 hours

- 24 regular paid hours could have worked minus 30 hours standby premium paid = additional 6 hours paid over the 24 hours they could have worked; no additional hours to be credited.

Example 2- Scheduled for Standby on day(s) not scheduled to work

- Scheduled for standby Saturday and Sunday = 24 hours each day
  - Saturday on call 24 hours = paid 6 hours standby premium
  - Sunday on call 24 hours = paid 6 hours standby premium
- Total of 12 hours standby premium paid
- Could have worked 8 regular paid hours on Saturday and Sunday for a total of 16 hours
- Paid 12 hours standby premium
- 16 regular paid hours could have been worked – 12 hours standby premium paid = 4 additional hours credited

Example 3- Scheduled for Standby immediately following a scheduled shift

- Scheduled regular Day 8 on Saturday and Sunday
- Standby for Evening 8 on Saturday and Sunday
- Saturday and Sunday Standby for 16 hours = paid 4 hours standby premium
- As nurse worked both Saturday and Sunday days followed by standby (i.e., standby was not on an unscheduled day); no additional standby hours credited.

The nurse may make application to PHRSS to receive a report of the standby premiums paid to be applied to The Salary Enhancement no more than one (1) time per six (6) month qualifying period.

- j) Where a part time nurse who has worked or has been working sufficient hours to otherwise qualify for The Salary Enhancement and is allotted a period of vacation that has not accrued full time paid hours, the unpaid vacation period which reflects the shortage of hours would be eliminated from consideration for The Salary Enhancement and the remaining period of eligibility would be prorated to reflect the removal from consideration for the hours the nurse was short of full time paid hours, during the vacation period.

For example:

April 1-September 30

A .5 EFT nurse who did not earn any additional vacation pay in the previous year and works full time hours except for a 2-week period where they are on vacation. For those 2 weeks, they will be deemed to have worked full time however The Salary Enhancement eligibility threshold will be prorated as follows:

$1007.5$  less the shortage of hours in the vacation period  $(77.5 \times .5) 38.75 = 968.75$  hours

If the nurse achieves the 968.75 qualifying hours they would remain eligible for The Salary Enhancement, despite not achieving the 1007.5, however the amount of The Enhancement is prorated based upon \$5.95 on eligible hours paid.

The nurse shall make written application to the Employer to apply said hours at the end of, but no later than two (2) weeks after, the eligibility period end date.

The Employer 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 matters here in to qualify for The Salary Enhancement.

The eligible hours at regular rate of pay that are applied towards The Salary Enhancement can be worked at, or in combination within, any site/Employer within the nurse's Employer Organization (*Exception #1: Provincial Travel Nurse Team hours will count towards eligibility in conjunction with the nurse's home position. Exception #2: a nurse holding a Shared Health EO position in the geographic Winnipeg region may work in a WCHREO facility in the geographic Winnipeg region and such hours will count towards eligibility in conjunction with the nurse's home position. Exception #3: a nurse holding a WCHREO position in the Winnipeg geographic region may work in a SHEO facility in the geographic Winnipeg region and such hours will count towards eligibility in conjunction with the nurse's home position*).

**B. OBLIGATIONS OF THE PARTIES:**

Notwithstanding the Incentive Criteria in A. above, the parties agree in general to the following principle relating to the application of The Salary Enhancement:

**UNION WILL AGREE:**

- Eligibility for The Salary Enhancement is only for hours paid at regular rates (overtime hours do not apply towards eligibility for The Salary Enhancement), subject to the terms and conditions identified in this MOU.
- The Salary Enhancement will be for a two (2) year trial period commencing April 1, 2025 and ending March 31, 2027.
- Any part-time and/or casual nurse qualified to perform the work at a site within the nurses Employer Organization (EO) (*unless otherwise specified herein e.g. HSC/Winnipeg*) who is not in an overtime position and has indicated in writing a desire to work an available shift, in order to qualify for the full-time incentive, shall have preference over the Employer scheduling any nurse at overtime rates whether the nurse is at the site or not.
- Where the Employer reassigns or temporarily transfers a part-time nurse, beyond the nurses regular EFT, they shall have the option to choose whether or not the hours accrued for the reassignment/transfer shall be eligible either for the reassignment/transfer premium or count towards eligibility for the full-time Salary Enhancement. If nurses choose to have the hours count towards eligibility for the full-time Salary Enhancement, the nurse must make that declaration in writing, the reassignment premium shall not be payable.
- Hours paid at regular rates include: vacation, income protection of less than four (4) weeks, and all other paid leaves approved by the Employer.
- For a nurse who holds a 1.0 EFT they shall still qualify for The Salary Enhancement if the nurse is on an unpaid leave of absence of less than four (4) weeks.

- Part-time and/or casual nurses off on WCB who would otherwise qualify for The Salary Enhancement by virtue of established EFT or previous established pattern of working sufficient, hours in the previous eight (8) weeks, to qualify on a consistent basis are eligible for qualification to the full-time ~~Incentive~~ Salary Enhancement.
- For the duration this full-time Salary Enhancement is in effect, income protection may not be utilized for shifts paid at overtime rates. For clarity, income protection can be utilized when a nurse is unable to attend work for a shift (or portions thereof) paid at regular rates or scheduled at regular rates of pay.

**EMPLOYER WILL AGREE:**

- Employer will 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.
- The Employer will provide to the Union:
  - Agency hours and agency costs for the fiscal year 2023/24
  - Overtime hours and overtime cost for the fiscal years 2023/24
  - Total vacant positions (broken down by EFT for the qualifying classifications) as of an agreed to date
  - Most current vacancy rates for the qualifying classifications available as of an agreed to date.
  - Total vacant positions (broken down by EFT) as of March 31, 2025, March 31, 2026, March 31, 2027.
- The Employer and Union agree the information as contained in Schedule “B” is accurate.
- The Employer commencing fiscal year April 1, 2025 will provide quarterly reports to the Joint Nursing Council sub-committee. The following information will be provided:
  - Agency hours and agency cost;
  - Overtime hours and overtime cost (including a break out total of mandatory overtime);
  - Nurse vacancy rates;
  - Count of all vacant positions;
  - Net increase or decrease of EFTs (upon request the Union shall be provided specifics for a particular Employer site or unit within the EO);
  - Frequency and volume of reassignment;
  - Cost of implementation of the incentive vs. cost saved from reduction of agency and overtime.
  - Any information reasonably necessary to determine the efficacy of The Incentive in reducing overtime, agency usage and/or vacancy rates.
- The Salary Enhancement shall be applied to all hours paid at regular rates of pay for qualifying nurses beginning on April 1, 2025.
- Wherever reasonably possible, the Employer will provide the greatest opportunity for nurses to access The Salary Enhancement. For clarity, the Union retains the ability to

grieve the reasonability of disqualification of a nurse from The Salary Enhancement due to an Employer imposed change.

**C. MONITORING PARAMATERS FOR THE PILOT PROJECT:**

**THE PARTIES AGREE:**

- The pilot project will be monitored quarterly by the Joint Nursing Council or designated sub-committee which will also include a representative of the Manitoba Government.
- The designated subcommittee shall consist of equal representation from each of the parties, three (3) from the Union and three (3) from the Employer/Government.
- All administrative systems and associated scheduling guidelines, allowing nurses maximal access to available shifts within their EO (exception HSC/Winnipeg) related to the project along with required orientation shall be implemented no later than April 1, 2025. (Initial Scheduling Guidelines in Schedule "C")
- The committee shall continue to monitor the efficacy of The Salary Enhancement with regards to mitigating the challenges associated with the nursing shortage, reducing overtime and/or agency use.
- Modifications of the previously stated eligibility parameters may occur as a result of the impact on the above noted set of baseline data provided that such modifications are mutually agreed upon between the parties. Should The Salary Enhancement not achieve a measurable improvement confirmed via the set of baseline data above, the parties shall meet to consider, modification or revision of The Salary Enhancement and implement any necessary changes to better ensure effective alignment with the purposes of The Salary Enhancement. Any changes prior to the expiry of the trial period require mutual agreement of the parties.
- The Salary Enhancement may only be discontinued after the trial period, if it proves to be ineffective in reducing overtime and/or agency use to a significant degree.
- If after the trial period, The Salary Enhancement is discontinued, the Employer agrees that it shall meet promptly with the Union to collaborate and develop alternative and meaningful enhancements that shall significantly and tangibly:
  - (i) improve the retention and recruitment of nurses; and/or
  - (ii) reduce or eliminate agency nurse use and/or excessive overtime; and/or address new challenge(s) that have arisen within the Healthcare Sector
- Where one party intends to assert The Salary Enhancement ought to be discontinued, they shall provide notice in writing to the other party no later than ninety (90) days prior to the expiry of the trial period. The parties shall meet no later than ten (10) days after such notice is provided, and thereafter as often as required in order to establish a new enhancement prior to the expiry of this incentive,

- The new Salary Enhancement program shall commence immediately upon expiry of the current Full Time Hours Incentive and the funds from the previous incentive (prior to The Salary Enhancement) equivalent to a maximum of the total amount of full-time incentives paid out during fiscal year 2024/2025 - approximately fifty (50) million dollars in relation to the Recruitment and Retention Memorandum of Agreement signed between the parties on December 7, 2022) shall be invested in, and reallocated to, the new incentive, which shall continue for the life of the current Collective Agreement.

**Signed this 9<sup>th</sup> day of July 2024**

FOR THE EMPLOYER:



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Wanda Reader  
Interim Executive Director  
Provincial Health Labour Relations Services

FOR THE UNION:



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Mike Sutherland  
Executive Director  
Manitoba Nurses Union