

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: Union Activity and the Full Time Salary Enhancement (FTSE)

WHEREAS the Employers Organizations are parties to a Collective Agreement, as well as a Memorandum of Understanding for the FTSE, which formed part of the ratification process in reaching said Collective Agreement

AND WHEREAS the parties, recognize the importance of Union representation in resolution of workplace issues, as well as nursing issues generally to the mutual benefit of the parties and nurses overall;

AND WHEREAS the intention of this Memorandum is to eliminate disqualification of nurses that would qualify for the FTSE, but for time taken to conduct Union business

NOW THEREFORE the parties agree as follows:

1. Where a nurse holds a Union position where the Union reimburses the Employer in accordance with the Collective Agreement, or any other active agreement between the parties, and an EFT with the Employer, such that the combination of the two positions equals a 1.0 EFT, the nurse shall be considered full time for the purposes of qualifying for the FTSE, and shall be provided the FTSE accordingly. The Union shall reimburse the Employer for the cost of the FTSE for the hours attributed to the Union position.
2. Where a nurse holds a full time Union position and the Union reimburses the Employer in accordance with the Collective Agreement, or any other active agreement between the parties, for said position, the nurse shall be provided the FTSE. The Union shall reimburse the Employer for the cost of the FTSE for said nurse.
3. Where a nurse holds a full time position with the Employer, but receives Union leave to engage in Union business, the nurse shall continue to qualify for the FTSE in the normal course, however the Union shall reimburse the Employer for costs associated to the FTSE for the hours so engaged in paid Union leave. Where the participation in Union related business is Employer paid (joint committees, etc.) such time shall be considered part of the nurse's full time EFT for the purpose of the FTSE.

4. Where a nurse holds a Union position where the Union reimburses the Employer in accordance with the Collective Agreement, or any other active agreement between the parties and an EFT with the Employer, but where the combination of the positions is less than full time, and the nurse seeks to work additional hours in order to qualify for the FTSE, the hours engaged in Union business shall be credited toward the qualifying hours for the FTSE. The Union shall reimburse the Employer for the cost of the FTSE associated to such Union business hours, unless the time so engaged is Employer paid in accordance with the Collective Agreement (i.e. joint committees). The nurse shall provide notification to the Union and Employer that they wish to apply the Union hours towards credit for the FTSE and shall forward the hours to the Employer. The Employer may request confirmation from the Union in certifying the amount of hours indicated by the nurse prior to the payment of the FTSE as per the scheduled six month qualifying periods as specified in the FTSE MOU.
5. Where a nurse does not hold a Union position but is otherwise engaged to; a) appear before, participate in, or appointed to a Union committee or joint committee as defined in the Collective Agreement, and or b) participate in a Union activity (certified, confirmed or approved by the Union), whether on a scheduled work day or a day off, for which the nurse is reimbursed at regular rates of pay by the Union, such hours shall be credited towards qualification for the FTSE. The nurse shall provide notification to the Union and Employer that they wish to apply the Union hours towards credit for the FTSE and the nurse shall forward the hours to the Employer. The Employer may request confirmation from the Union in certifying the amount of hours indicated by the nurse prior to the payment of the FTSE as per the scheduled six month qualifying periods as specified in the FTSE MOU. The Union shall reimburse the Employer for the cost of the FTSE associated to such Union activity hours, unless the time so engaged is Employer paid in accordance with the Collective Agreement (i.e. joint committees), in which case the FTSE hours are also Employer paid.
6. Where the nurse makes notification to the Employer and Union with respect to application for, and credited hours towards, the FTSE, they shall do so within the timelines indicated in the FTSE MOU with respect to the six (6) month qualifying periods.
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.

Signed 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