

MEMORANDUM OF AGREEMENT

BETWEEN  
HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY  
(Employer)

And the  
UNION OF NORTHERN WORKERS  
(Union)

**Regarding**

**Temporary market supplement for:**

**Registered Nurses,  
Nurse Practitioners,  
Midwives,  
Licensed Practical Nurses,  
Physiotherapists,  
Occupational Therapists,  
Medical Laboratory Technologists and Combined XRAY/Laboratory  
Technologists  
Sonographers  
Medical Radiology Technologists**

The Parties have reached an agreement on a Temporary Labour Market Supplement as set out in the following pages of this Memorandum of Agreement.

Signed on this day 21 of November 2022

The UNION OF NORTHERN  
WORKERS



Gayla Thunstrom  
President, Union of Northern Workers

HAY RIVER HEALTH & SOCIAL  
SERVICES AUTHORITY



Erin Griffiths  
Chief Executive Officer

1. This MOU addresses retention and recruitment of employees in the following positions (together the "Eligible Positions"):
  - Positions i requiring certification as Registered Nurses ("Registered Nurses");
  - Positions requiring certification as Nurse Practitioners ("Nurse Practitioners");
  - Positions requiring certification as Midwives ("Midwives");
  - Positions ii requiring certification as Licensed Practical Nurses ("Licensed Practical Nurses");
  - Medical Laboratory Technologists and Combined XRAY/Laboratory Technologists;
  - Positions iii requiring certification as Physiotherapists ("Physiotherapists"); and
  - Occupational Therapists
  - Sonographers
  - Medical Radiology Technologists
2. The parties agree that to assist in the recruitment and retention of employees in Eligible Positions, the Employer agrees to pay a temporary market supplement as outlined below.
3. In this agreement, "Eligible Employees" include all those employees occupying or hired into term or indeterminate, full-time or part-time, Eligible Positions. For clarity, this does not include any casual employees, except for casual employees employed pursuant to Article 63.01(c) of the Collective Agreement.
4. All payments are made on a one-time lump sum basis and subject to mandatory deductions in accordance with the *Income Tax Act*.
5. All payments are prorated for part-time positions.
6. All payments are subject to repayment, should the employee not complete one year of continuous service in the position, or another Eligible Position, after receiving payment. The repayment amount owed will be prorated based on the period of continuous service following the date of the payment of the labour market supplement. For the purposes of this agreement, "continuous service" includes periods of approved paid leave but does not include periods of unpaid leave greater than thirty (30) consecutive calendar days. For clarity, "paid leaves" are deemed to include Injury on Duty Leave and Time off for Union Business, except for leave provisions under Article 12.08 and 12.10 (where the leave is granted for more than 30 days) of the Collective Agreement. Where continuous service is interrupted by a period of unpaid leave, the Eligible Employee may satisfy the continuous service requirement through the provision of additional service immediately following their leave.

7. Effective [November 1, 2022], upon initial hire, a recruitment payment of \$6,000 shall be made to each Eligible Employee hired into a position as a Registered Nurse, Nurse Practitioner, Midwife, Physiotherapist or Occupational Therapist (“Recruitment Payment”).
8. All employees having received a Recruitment Payment per paragraph 7 will be afforded a second subsequent payment of \$6,000, once they have completed one year of continuous service in an Eligible Position and remain subject to the repayment conditions of paragraph 6 for one additional year from the date of the second payment.
9. Medical Laboratory Technologists, Combined XRAY/Laboratory Technologists, Licensed Practical Nurses, Sonographers and Medical Radiology Technologists hired after November 1, 2022, will be entitled to receive an amount of \$6,000.00 on November 1, 2023, provided that they complete one-year continuous service after the payment is made. Should the employee not complete one- year of continuous service in the position, or another Eligible Position, after receiving payment, the employee shall be required to repay the payment received on a prorated basis based on the period of continuous employment following payment.
10. All current Eligible Employees in the Eligible Positions set out in paragraph 1 above, employed as of [November 1, 2022], shall receive, a retention payment of \$6,000 (“Retention Payment”) as soon as practicable.
11. All Eligible Employees who received the Retention Payment in paragraph 10 and remain employed in Eligible Positions from the date of execution until [November 1], 2023, shall receive the second lump sum payment of \$6,000, and shall remain subject to the repayment conditions set out in paragraph 6 for one additional year from the date of the second payment.
12. All Eligible Employees who are on an unpaid leave of absence (including maternity and parental leave, compassionate care leave and domestic violence leave) on [November 1], 2022 shall receive the retention lump sum set out in paragraph 10 above on their return from leave to active service in an Eligible Position, as long as this return commences no later than [November 1], **2024**. Such employees shall remain subject to the repayment conditions set out in paragraph 6 for one year from the date of the payment.
13. All Eligible Employees who are on an unpaid leave of absence (including maternity and parental leave; compassionate care leave and domestic violence leave) on [November 1], 2023 shall receive the retention lump sum set out in paragraph 11 above on their return from leave to active service in an Eligible Position, as long as this return commences no later than [November 1], **2025**. Such employees shall remain subject to the repayment conditions set out in paragraph 6 for one year from the date of the payment.

14. If an Eligible Employee become employed as a casual employee during the time this MOU is in effect, other than as a casual employee pursuant to Article 63.01(c) of the Collective Agreement, they will be required to reimburse the Employer for the Recruitment or Retention Payment received, less a prorated amount representing time worked in the term or indeterminate position held prior to becoming a casual employee.
15. Employees who become casual employees pursuant to Article 63.01(c) after receiving a Recruitment or Retention Payment in a term or indeterminate position, will be required to reimburse the Employer for the Recruitment or Retention Payment received, less a prorated amount representing time worked in the term or indeterminate position held prior to becoming a casual employee. Employees will later be entitled to a payment prorated to active hours of service as set out below in paragraph 17.
16. Should a term employee have less than one year remaining in their term assignment on [November 1], 2022 or on [November 1], 2023, the lump sum payment shall be pro- rated for the balance of the term appointment. This shall not prevent a term employee from receiving the labour market supplement for an additional term appointment during the period of time covered by this agreement.
17. Casual Employees employed pursuant to Article 63.01(c) of the Collective Agreement are eligible for a Retention Payment up to \$6,000.00 on the following terms:
  - a) The Casual Employee has worked a minimum of 975 hours in an Eligible Position during a one-year period from November 1, 2022 to October 31, 2023, or from November 1, 2023 to October 31, 2024, through call-in work, or a combination of term or indeterminate, part-time or full-time and call-in work if the Casual Employee was previously employed as a term or indeterminate employee;
  - b) Payment shall be prorated based on the number of hours worked by each casual employee once the minimum of 975 hours required for eligibility to the Retention Payment has been reached. This prorated payment will include the qualifying 975 hours and any additional hours worked;
  - c) Casual Employees who have already received a partial Recruitment or Retention Payment in a term or indeterminate Eligible Position shall only be eligible to receive a prorated payment on the remaining portion of the maximum payment of \$6,000.00;
  - d) Casual Employees who work less than 975 hours in a designated one-year period are not entitled to receive a Retention Payment, or the remaining portion of their Recruitment or Retention Payment, if they were previously employed in a term or indeterminate Eligible Position.

18. Eligible Employees may decline to receive any payment under this agreement by providing written notice to their Supervisor or Manager.

19. For clarity, no Eligible employee shall be entitled to receive more than \$6000.00 per year through any combination of employment in qualifying Eligible Positions and employment categories.

20. This Memorandum of Agreement remains in effect until [November 1], 2024, with the exception of the repayment provisions, which shall survive the termination of the Memorandum of Agreement. It may be amended or extended by mutual consent of both parties.

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- i. Positions requiring certification as Registered Nurse include, but are not limited to, Registered Nurse – Acute & Ambulatory Care; Patient Care Coordinator; Registered Nurse – Float; Nurse Educator; Medical-Surgical Registered Nurse; Clinical Coordinator – Dialysis; Dialysis RN; Home Care Supervisor; Registered Nurse – Home Care; Community Health Supervisor; Public Health Nurse; RN Mentor – Continuing Care; Diabetes Program Coordinator
  - ii. Positions requiring certification as Licensed Practical Nurses include, but are not limited to Licensed Practical Nurse – Medical Clinic LPN; Home Care LPN; Mammography Program Facilitator, LPN Float
  - iii. Positions requiring certification as Physiotherapists include, but are not limited to Physiotherapist – Rehabilitation Supervisor