

MEMORANDUM OF AGREEMENT

(Summer Staffing Shortage)

BETWEEN:

HEALTH PEI

(the "Employer")

- and -

Prince Edward Island Nurses Union

(the "Union")

WHEREAS the Employer is experiencing a significant staffing shortage for Registered Nurses (RN) working in 24/7 bed-based care facilities identified by the Employer and provided to PEINU during the summer of 2022;

AND WHEREAS the Union and the Employer (collectively the "Parties") consulted and reviewed options to address the staffing shortage for the time period of June 1, 2022 – September 15, 2022;

NOW THEREFORE the parties have mutually agreed on a without prejudice basis to enter into this Memorandum of Agreement (the "Agreement") on the following terms:

1. This Agreement shall remain in force from June 1, 2022 to September 15, 2022 inclusive, unless extended in writing by mutual agreement of the parties. References in this Agreement to "summer vacation" means the summer vacation which is approved in accordance with Article 22.4 of the Collective Agreement. References in this Agreement to the "vacation schedule" means the summer vacation schedule established pursuant to Article 22.4 of the Collective Agreement. Application of these additional entitlements will only be applied to areas which the Employer identifies and communicates to the Union which will primarily be 24/7 bed-based care operations or other facilities identified by the Employer as having staffing shortages.
2. The Employer will offer vacation deferral as outlined below:
 - a. The Employer recognizes and values the contributions of Full-Time Permanent Registered Nurses (FT RN's) and recognizes that they need time to rest and

recharge. To ensure that as many FT RN's as possible get some time off during the 2022 summer vacation period, a FT RN may defer up to one (1) week of their entitled summer vacation which has been requested in the vacation schedule prior to the execution date of this Agreement where there is an operational need for additional staffing over this period (whether or not the vacation request was approved or denied). For the purposes of this section the effective date will be June 1, 2022.

- b. FT RN's who have deferred a portion of their summer vacation pursuant to paragraph a. above, are required to work the vacation hours deferred and shall be paid at double time (2 X's) their regular hourly rate for the deferred vacation hours worked. All other hours worked by a FT RN shall be paid at the applicable Collective Agreement rate of pay.
 - c. FT RN's who wish to defer a portion of their summer vacation pursuant to this Agreement shall have two weeks from the date this Agreement is executed to notify the Employer of the vacation date(s) they are deferring and the time must be taken within the Fiscal year or it shall be paid out March 31, 2023.
3. The Employer will then offer FT RN's the following additional incentive:
- a. FT RN's who agree to work vacant shifts in the summer schedule beyond their regularly scheduled full time hours, will be given first preference over PT RN's to select the vacant shifts they will work and shall be paid at time and one half (1.5) for all such shifts worked between June 1, 2022 – September 15, 2022. FT RN's will have until June 15, 2022 from the execution of this agreement to identify their preference.
4. The Employer will seek an expression of interest from permanent PT RN's who are working in 24/7 bed-based care operations or facilities identified by the Employer. For any vacant shifts in the summer schedule which a PT RN agrees to work, the following incentive will be provided (not applicable to casual employees):
- a. The PT RN will be paid at time and a half (1.5) the PT RN's regular rate of pay for shifts worked pursuant to this paragraph between June 1, 2022 – September 15, 2022. For clarity, this does not include new leave requests received after the execution date of this Agreement.
- PT RN's will have until June 15, 2022 to identify their preference. However, as per paragraph 3, preference will be given to FT RNs.
5. The Employer will concurrently offer Casual Employees the opportunity to pick up vacant summer schedule shifts, as follows:
- a. The Employer will seek additional expressions of interest from Casual Employees to accept a replacement line of at least a fifty-percent FTE (50% FTE) for the period of June 19, 2022 – September 15, 2022 in identified areas. Casuals who accept such assignments are eligible for payment on the same

terms as outlined in paragraph 4 of this Agreement but only for additional shifts above the replacement line they committed to as part of the expression of interest. Casuals who have already committed to working at least 50% during this time period are also eligible for payment on the same terms as outlined in paragraph 4 of this Agreement but only for additional shifts above the replacement line they committed to.

6. Once the Employer has exhausted the staffing strategies outlined in paragraphs 2 - 6 of this Agreement, if there remain summer schedule shifts to be filled, the Employer may contract out nursing work for areas/facilities identified in this MOU for the time period of June 9, 2022 to September 15, 2022.
7. The Parties agree that this Agreement is not subject to the grievance procedures outlined in the Collective Agreement.
8. The Parties agree that the terms of this Agreement are agreed to on a without precedent basis to the position that either party may take in this or any other matter that may at any time arise.
9. This Agreement shall enure to the benefit of and be binding upon the Parties, and their respective heirs, executors, administrators, successors and assigns.

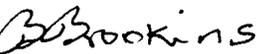
This is signed by the parties on this 9th day of June, 2022 in Charlottetown, PEI.

HEALTH PEI

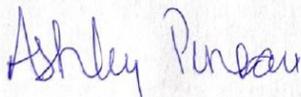
Per: ~~Tracy Wilton~~ ~~Tracy Wilton~~ Executive Director of
Human Resources



PRINCE EDWARD ISLAND NURSES' UNION

Per: 

Barbara Brookins, President

Per: 

Witness