

MEMORANDUM OF AGREEMENT

RE: Addressing RN Shortages in 24/7 Bed-Based Care Services

BETWEEN:

HEALTH PEI

(the "Employer")

- and -

Prince Edward Island Nurses Union

(the "Union")

WHEREAS the Employer is experiencing a staffing shortage for Registered Nurses ("RN"), which shall be used to refer to both RNs and Nurse Practitioners ("NP") where applicable, working in many service areas within Health PEI and staffing is particularly challenging in 24/7 bed-based care facilities/services;

AND WHEREAS the Union and the Employer (collectively the "Parties") have consulted prior to the signing of this Agreement and recognize the mutual benefit of engaging in ongoing, discussions and consultations throughout and beyond the term of this Agreement to address the RN staffing shortages;

AND WHEREAS the Parties acknowledge that the issues contributing to the RN shortage are both complex and long-term and, as a result, resolving those issues will require both complex and long-term solutions;

AND WHEREAS the Parties also recognize the need to develop/implement simple and/or interim measures while more complex/long-term solutions are being developed or implemented, in order to provide stability to the RN workforce and healthcare system;

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

1. This Agreement shall remain in force from December 1, 2022 to April 1, 2023 inclusive, unless extended in writing by mutual agreement of the parties.
2. The incentives will be applicable primarily to 24/7 bed-based care facilities/services ("areas") which are identified by, and at the discretion of, the Employer. The incentives may also be applied to other areas which are experiencing significant staffing shortages at the discretion of the Employer.
3. The Employer shall not withhold the premium for any extra shifts during the term of the Agreement where the shift(s) were booked by the Employee when the area was still identified as being eligible for the premium.
4. Permanent & Temporary Employees who **voluntarily** work more than their Permanent/Temporary Employment Guarantee (i.e.: the FTE of their position) shall be paid a premium equivalent to one half (0.5x) their regular rate of pay for all extra hours worked in the areas identified by the Employer according to #2 and #3 above.
 - a. This premium will be paid in addition to any other rate, benefit, or premium contained in the collective agreement (including but not limited to the overtime rate, and nights and weekend premiums) to which the Employee would otherwise be eligible, with the exception of Article 21.2 in the case of any **known vacancies**.
5. For the purposes of this agreement, "known vacancies" means shifts that are **first posted/offered** to Employees more than 48 hours in advance.
 - a. For Part-Time Employees, this means that the premium could only be stacked on the overtime rate where a short-notice shift was **first posted/offered** (such as last minute sick calls) to Employees with less than 48 hours notice.

(In other words, there shall be no additional financial benefit to waiting until the last minute to accept a shift for any "known vacancies".)
6. Casual Employees who work more than 50% of FTE hours during a pay period shall be entitled to a premium equivalent to one half (0.5x) their regular rate of pay for hours worked in excess of the 50% FTE hours threshold.
7. Casuals Employees (regardless of the FTE hours worked in a pay period) shall be entitled to the premium for short-notice shifts (i.e.: shifts that are **first posted/offered** less than 48 hours in advance) such that they will be paid one and a half (1.5) times their regular rate for short notice shifts.

8. The Parties agree that the terms of this Agreement are agreed to on a without prejudice or 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 16th day of December, 2022 in Charlottetown, PEI.

HEALTH PEI

Per:



Tracy Wolbaum, Executive Director of Human Resources

Witness:



PRINCE EDWARD ISLAND NURSES' UNION

Per:



Barbara Brookins, President

Per:



Stephanie Gallant, Executive Director