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MEMORANDUM OF AGREEMENT

**Working Extra Shifts on Evenings, Nights, Weekends & Holidays
(June-September 2024)**

BETWEEN:

Health PEI

(the "Employer")

- and -

Prince Edward Island Nurses Union

(the "Union")

(collectively the "Parties")

WHEREAS the Employer continues to experience a significant staffing shortage of Registered Nurses (RN) and Nurse Practitioners (NP);

AND WHEREAS the parties acknowledge it is more difficult to fill vacant shifts on evenings, nights, weekends, and statutory holidays;

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:

Term of Agreement

1. This Agreement shall remain in force effective for the pay period beginning Sunday, **June 9, 2024** through the pay period ending Saturday, **September 28, 2024**, unless extended in writing by mutual agreement of the parties.

Application of the Agreement

2. Unless otherwise specified, the terms outlined in this agreement are applicable to the following Employees of the PEINU bargaining unit (collectively referred to as "*Eligible Employees*"):
 - a. All Permanent & Temporary Full-Time Employees;
 - b. All Permanent & Temporary Part-Time Employees; and
 - c. Casual Employees who work at least 0.50 FTE or greater in a pay period (for the extra hours worked beyond the minimum 50% threshold in accordance with the terms outlined in this agreement).

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3. For the purposes of this Agreement, "*eligible shifts*" include Evening, Night, and Weekend shifts, and all shifts on a Statutory Holiday, as defined/applied in the collective agreement (respectively).
 - a. Standby, Call-Back, and/or Remote After Hours Support (per Article 21 of the Collective Agreement) are not considered an *eligible shift* for the purpose of this Agreement.
 - b. "*Known Vacancy*" means a vacant shift that is known to the Employer and offered to Employees of the bargaining unit more than 48 hours in advance. (Note: An 'Unknown Vacancy' is defined in Article 20.25 of the Collective Agreement.)

Premium for Working *Eligible Shifts*

4. *Eligible Employees* who work an *eligible shift* shall be paid a premium equivalent to 0.5x their regular wage rate (listed in Appendix A of the Collective Agreement) for the hours worked on that shift.
 - a. The premium is applicable to *eligible shifts* of a *Known Vacancy*.
 - b. The premium is payable in addition to any other rates and/or premiums that may be applicable according to the terms of the Collective Agreement or another agreement between the parties (e.g. the straight time/regular 1.0x rate or the overtime 1.5x rate, shift differentials, designated unit premium, etc.).
 - c. Notwithstanding part (b) above, the premium cannot be stacked with the *Unknown Shift Vacancies Premium* defined in Article 20.25 of the Collective Agreement or the *Critical Shift Premium* outlined in the April 19th MOA, as amended May 3rd. (i.e., only one (1) of the three (3) premiums can be applied to a shift.)

Preference for Extra *Eligible Shifts*

5. Full-Time Employees shall have preference over Part-Time and Casual Employees, to pick-up (or switch to) the *eligible shifts* on a *Known Vacancy*, which shall be distributed as equitably as possible among interested Full-Time Employees.

Shift Changes for Full-Time Employees

6. The terms of this Section ("Shift Changes for Full-Time Employees") shall not apply to Part-Time Employees or Casual Employees.
7. Full-Time Employees who work rotating shifts on the Unit shall be permitted (and shall have preference in accordance with #5 above) to switch their regularly scheduled Day Shift(s) for the *eligible shift(s)* of *Known Vacancies*.
 - a. In such cases, Full-Time Employees who switch their shifts shall be paid the premium equivalent to 0.5x their regular wage rate (listed in Appendix A of the

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Collective Agreement) for the hours worked on the *eligible shift*.

This Memorandum of Agreement is signed by the Parties on this 7th day of June, **2024** in Charlottetown, Prince Edward Island.

HEALTH PEI

Per:



Allison Wyatt, Chief Human Resources Officer

PRINCE EDWARD ISLAND NURSES UNION

Per:



Barbara Brookins, President

Per:



Stephanie Gallant, Executive Director