

FILE COPY

**MEMORANDUM OF AGREEMENT**

**Critical Shift Premiums**

BETWEEN:

HEALTH PEI

(the "Employer")

- and -

PEI NURSES' UNION

(the "Union")

**WHEREAS** the Employer continues to experience RN/NP staffing shortages;

**AND WHEREAS** the Employer acknowledges their duty to ensure appropriate staffing levels to provide safe and effective care to patients/residents and to secure a safe working environment for Employees in accordance with the terms of the Collective Agreement and the OHS Act of PEI;

**AND WHEREAS** the reassignment of Employees in accordance with Article 16.1 of the Collective Agreement is often an impractical and/or undesirable solution for addressing chronic staffing shortages and should only be used as a short-term, interim solution when all other reasonable options for filling the vacant shifts have been exhausted;

**AND WHEREAS** the Employer has determined that a temporary reduction or closure of the service is not a viable or tenable solution due to the nature of the service and/or the risk of harm to patients, public, or the healthcare system;

**AND WHEREAS** the parties recognized that terms do not currently exist within the Collective Agreement that would enable the Employer to offer additional compensation when filling a vacant shift that is known to the Employer and offered to Employees more than forty-eight (48) hours in advance (a "Known Vacancy");

**NOW THEREFORE** the parties have mutually agreed to enter into this Memorandum of Agreement (the "MOA") on the following terms:

**DEFINITIONS:**

1. Known Vacancy: A vacant shift that is known to the Employer and posted/offered to Employees of the bargaining unit more than 48 hours in advance.
2. Unknown Vacancy: Per the definition in Article 20.25 of the Collective Agreement.

RS AW.

### MANAGEMENT RIGHTS:

3. In accordance with the terms of the Collective Agreement, the Employer may consider whether the reassignment of Employees and/or a temporary reduction (or closure) of the service, would be an appropriate action to take.
4. Where the Employer can fill the shift (including through Reassignment) or eliminates the need to fill the vacant shift by reducing the service, the Employer is not required to offer the premium to Employees.

### PREFERENCE FOR CRITICAL SHIFTS:

5. (a) Full-Time Employees shall have preference over Part-Time and Casual Employees, to pick-up Critical Shifts on a Known Vacancy, which shall be distributed as equitably as possible among interested Full-Time Employees.
- (b) In accordance with the terms of the Collective Agreement (Article 20.22) Permanent Part-Time Employees shall continue to have preference over Casual Employees to pick-up extra shifts at the regular rate of pay, **prior to the posting of the shift schedule.**
6. Once the shift schedule is posted, the requirement to give preference to Permanent Part-Time Employees does not apply.
7. Prior to offering the premiums outlined below, it is understood that the Employer may give preference to Casual Employees to pick-up the Known Vacancy shifts at the regular (straight-time 1.0x) rate of pay.

### CRITICAL SHIFTS:

8. Where the Employer determines that it is essential to maintain services and must fill *Known Vacancy* shift(s) to maintain appropriate (safe) staffing levels, the *Known Vacancy* shift(s) shall be considered a "**Critical Shift(s)**".
9. The representative(s) delegated/authorized by the Employer to make staffing decisions for the Unit shall be responsible to notify Employees if/when a *Known Vacancy* shift is designated as a **Critical Shift**.
10. Use of the **Critical Shift Premiums** shall be reported on a quarterly basis to the Union/Employer "Joint Consultation Working Group".

### CRITICAL SHIFT PREMIUM:

11. Employees who work at least 0.5 FTE (37.5 Hours Bi-Weekly) in a pay period (including Part-Time and Casual Employees), shall be paid a "**Critical Shift Premium**" that is equivalent to one-half (0.5x) their regular wage rate (*Appendix A*) for extra hours worked on a **Critical Shift**.

The **Critical Shift Premium** is payable in addition to rate of pay that would ordinarily be paid to the Employee working the shift, if they are eligible, whether that it is the straight-time (1.0x) rate for "Regular Hours" or the overtime (1.5x) rate for "Overtime Hours". Accordingly, an Employee who worked more than 1.0 FTE (75 Hours Bi-weekly) would earn 2.0x their regular hourly rate if they picked up a **Critical Shift** as overtime.

BS AW

12. Preference for Critical Shift Premiums: Full-Time Employees shall have first preference for any shifts offered with the Critical Shift Premium. Following Full-Time Employees, Part-Time Employees shall have preference over Casual Employees for any shifts offered with the Critical Shift Premium.

**GENERAL:**

13. This Agreement shall enure to the benefit of and be binding upon the Parties, and their respective heirs, executors, administrators, successors and assigns.
14. 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.
15. This Agreement shall remain in force until **September 28, 2024** unless the parties mutually agree to extend the agreement.

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

**HEALTH PEI**

Per:



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Allison Wyatt, A/Chief Human Resources Officer

**PRINCE EDWARD ISLAND NURSES UNION**

Per:



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Barbara Brookins, President

Per:



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Stephanie Gallant, Executive Director