

Memorandum of Understanding

RE: Guidelines for the Use of Travel Nurses

Between

Health PEI

And

PEI Nurses Union

WHEREAS Health PEI and the PEI Nurses Union wish to set forth understandings in relation to the use of travel nurses in Health PEI, as follows:

1. Where any provision of this Memorandum and the Collective Agreement conflict, the terms of the Collective Agreement shall prevail. Nothing in this Memorandum shall operate to abrogate any rights of the parties pursuant to the Collective Agreement.
2. Health PEI will follow the process set out below in making decisions to utilize travel nurses in its operations:
 - a. In accordance with the Collective Agreement Health PEI will post shift schedules for work units.
 - b. Prior to posting each shift schedule Health PEI will have considered any preference for vacant shifts/lines that have been expressed by employees pursuant to A. 20.22 of the Collective Agreement, and if there are any line(s) or shift(s) which remain unfilled that Health PEI wishes to fill, these will be offered to part-time, casual, and full-time employees in the work unit at straight time and/or overtime rates as applicable.
 - c. Following the process in 2(b), where there remain unfilled line(s) or shift(s), Health PEI will consider its needs, including whether in the circumstances the shift should be filled, whether the Employer will reassign employees to fill vacant lines or shifts on the posted shift schedule, or whether it will contract for travel nursing to fill the vacant line or shift(s).

- d. Where a travel nurse is contracted to fill the vacant line(s) or shift(s) on the shift schedule, the lines and/or shifts allocated to the travel nurse(s) shall not thereafter be available for Health PEI employees to pick up (i.e. they will be shown as filled shift(s) or line(s) on the posted shift schedule).
 - e. For any shift(s) or line(s) that become vacant after the shift schedule is posted the Collective Agreement process for filling the shift(s) or line(s) shall be followed before Health PEI can contract with a travel nurse(s) to work these shift(s) or line(s).
3. The parties understand that Health PEI enters into contracts with travel nurse companies for the provision of travel nurses to Health PEI to assist it in meeting its staffing requirements. As appropriate, Health PEI will look to include terms in future contracts with travel nurse companies and travel nurses that provide Health PEI with flexibility in assigning work to travel nurses, including the ability to reassign travel nurses to other shifts or work units where determined appropriate by Health PEI.
4. In an effort to ensure consistency in the application of the guidelines set forth in this Memorandum, Health PEI will continue its efforts to ensure that all managers are fully informed of these guidelines as they apply their judgement and practical considerations to the staffing of Health PEI's facilities.

CONCERNS WITH APPLICATION OF THESE GUIDELINES

5. Where issues arise with the application of these guidelines the parties agree that they shall raise these issues with the other party.

The first step will be for the issue to be raised at the local union and nurse manager level to determine if it can be resolved.

If not resolved then either party may refer the issue to a Labour Management Committee meeting. At this meeting the party raising the issue will provide the detail of the issues to the Committee, and if required, the other party will take away the issue and report back to the Committee.

If the Union considers the issue raised at the local union and nurse manager level to be a grievable matter, they may notify Health PEI of this by emailing notice to **grievances@ihis.org** and the timelines for filing a formal grievance will be held in abeyance while the parties attempt to resolve the matter. If the issue is not resolved by the process outlined above the timelines for the filing of a grievance

pursuant to the Collective Agreement will begin to run on the date of the Labour Management Committee at which the matter is not resolved. If it is resolved in the process above, the Union will notify Health PEI by email that the notice given is withdrawn.

ENGAGEMENT AND ALIGNMENT IDEAS FOR SHORT, MEDIUM AND LONG TERM STAFFING

6. The parties are committed to ongoing discussions of ways to improve the delivery of nursing services within Health PEI, including ways for better optimization of staffing resources, attracting qualified nurses from outside PEI to take employment with Health PEI, etc., which may reduce Health PEI's reliance on travel nurses.
7. For the duration of this Memorandum, the parties agree that in their regular monthly or bi-weekly meetings between PEINU and Health PEI senior representatives, a standing agenda item will be "Engagement and Alignment Ideas for Short, Medium and Long Term Staffing".
8. During the term of this Memorandum the parties agree that they will use best efforts to discuss and resolve any issues that may arise. No grievances can be filed with regard to the either party's conduct under this Memorandum.
9. The parties agree that this Memorandum shall be in place for a one (1) year period from the date of execution of this Memorandum. It can be extended or amended by mutual agreement of the parties at any time in writing.

SIGNED THIS 15 DAY OF JANUARY 2025

PER: PEI NURSES UNION



HEALTH PEI



