

MEMORANDUM OF AGREEMENT

RE: Addressing Licensed Practical Nurse (LPN), Residential Care Worker (RCW), Patient Care Worker (PCW) Shortages in 24/7 Bed-Based Care Services

BETWEEN:

HEALTH PEI

(the "Employer")

- and -

PEI UNION OF PUBLIC SECTOR EMPLOYEES

(the "Union")

WHEREAS the Employer is experiencing a staffing shortage for **Licensed Practical Nurse (LPN), Residential Care Worker (RCW), Patient Care Worker (PCW)** 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 **Licensed Practical Nurse (LPN), Residential Care Worker (RCW), Patient Care Worker (PCW)** staffing shortages;

AND WHEREAS the Parties acknowledge that the issues contributing to the **Licensed Practical Nurse (LPN), Residential Care Worker (RCW), Patient Care Worker (PCW)**, 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 **Licensed Practical Nurse (LPN), Residential Care Worker (RCW), Patient Care Worker (PCW)** 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 the Employer. The incentives may also be applied to other areas which are experiencing significant staffing shortages in consultation and mutual agreement between the parties.
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 be otherwise be eligible.
5. 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.
6. 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.
7. 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 1 day of March , 2023 in Charlottetown, PEI.

HEALTH PEI

Per: Tracy Wolbaum, Executive Director of
Human Resources



PEI UNION OF PUBLIC SECTOR EMPLOYEES

Per:



Karen Jackson, President