

MEMORANDUM OF AGREEMENT

(Critical Shift Premiums)

BETWEEN:

HEALTH PEI

(the "Employer")

- and -

PEI UNION OF PUBLIC SECTOR EMPLOYEES

(the "Union")

WHEREAS the Employer continues to experience staffing shortages;

AND WHEREAS the Employer acknowledges their duty to ensure appropriate staffing levels to provide safe and effective care to patients 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 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 recognize there are currently no terms and conditions within the collective agreement that enable the Employer to offer additional compensation without the agreement of the Union;

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

Application

1. The **Critical Shift Premiums** outlined in this MOA will apply to shifts within 24/7 facilities that the Employer determines are critical.

Critical Shifts

2. Where the Employer determines that it is essential to maintain services and must fill shift(s) to maintain appropriate (safe) staffing levels for staff, clients/residents/patients, the shift(s) shall be considered a "**Critical Shift(s)**".
3. The representative(s) delegated/authorized by the Employer to make staffing decisions for the Unit shall be responsible to notify Employees if/when a shift is designated as a **Critical Shift**.
4. Use of the **Critical Shift Premiums** shall be reported on a quarterly basis to the Union/Employer.

Critical Shift Premium

5. The **Critical Shift Premium** is payable in addition to rate of pay that would ordinarily be paid to the Employee working the shift pursuant to the respective collective agreement.
- 6 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.

Full-Time Employees

7. Full-Time Employees who work in excess of their 1.0 (100%) FTE shall be paid the applicable overtime rate of pay pursuant to Article 15.04 of the current collective agreement, plus the "Critical Shift Premium" rate of .5x of their regular wage rate for all hours worked exceeding their guaranteed FTE.

Part-Time Employees

8. Part- Time Employees who work in excess of 0.5 (37.5 hours biweekly) FTE shall be paid a rate of 0.5x of their regular wage rate for all hours worked up to 1.0 FTE. Part-time Employees who work in excess of 1.0(75 hours biweekly) FTE shall be paid the applicable overtime rate of pay pursuant to Article 15.04 of the current collective agreement, plus the "Critical Shift Premium" rate of 0.5x their regular wage rate.

Casual Employees

9. Casual employees who commit to working 0.5FTE (37.5 hours biweekly) shall receive the Critical Shift Premium of .5x. of their regular wage rate for all hours worked exceeding their 0.5 FTE (or 37.5 hours biweekly).

Preference for Part-Time & Casual Employees

10. In accordance with the terms of the Collective Agreement (Article 14.30(a)) Permanent Part-Time Employees shall continue to have preference over Casual Employees to pick-up extra shifts at the regular rate of pay.

General


11. This Agreement shall enure to the benefit of and be binding upon the Parties, and their respective heirs, executors, administrators, successors and assigns.

12. This Agreement shall remain in force until September 28, 2024.

13. The Parties agree that the terms of this Memorandum of Agreement are agreed to on a without prejudice and without precedent basis to the position that either party may take in this or any other matter that may at any time arise

This Memorandum of Agreement is signed by the Parties on this 19 day of June, 2024, in Charlottetown, Prince Edward Island.

HEALTH PEI

Per: 

Allison Wyatt, A/Chief Human Resources Officer

Union of Public Sector Employees

Per: 

Karen Jackson, President