

## MEMORANDUM OF AGREEMENT

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

BETWEEN:

Health PEI

(the "Employer")

- and -

PEI Union of Public Sector Employees

(the "Union")

(collectively the "Parties")

**WHEREAS** the Employer continues to experience significant staffing shortages;

**AND WHEREAS** the parties acknowledge it is more difficult to fill vacant shifts on evenings, nights, weekends, and statutory holidays within 24/7 facilities;

**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 UPSE bargaining unit (collectively referred to as "*Eligible Employees*") within 24/7 facilities:
  - a. All Permanent & Temporary Full-Time Employees;
  - b. All Permanent & Temporary Part-Time Employees; and

- c. Casual Employees who work at least 0.5 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).
  - d. Employees are not eligible for the premium where they engage in a shift trade.
- 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. The premium cannot be stacked with any other active *MOAs* outside of the Collective Agreement, excluding *MOA's* attached to Return in Service Agreement
  - b. Standby, Call-Back, and/or Remote After Hours Support (per Article 15 of the Collective Agreement) are not considered an eligible shift for the purpose of this Agreement.

### Premium for Working Extra Eligible Shifts

- 4. *Eligible Employees* who work an *extra eligible shift* shall be paid a premium equivalent to 0.5x their regular wage rate (*listed in Schedule A-1 of the Collective Agreement*) for the hours worked on that shift.
  - a. 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, etc.).

### Preference for Extra Eligible Shifts

- 5. Full-Time Employees shall have preference over Part-Time and Casual Employees, to pick-up the eligible shifts, which shall be distributed as equitably as possible among interested Full-Time Employees.

### Shift Changes for Full-Time Employees

- 6. Notwithstanding #5 of this agreement, 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 #6 above) to switch their regularly scheduled Day Shift(s) for eligible shifts (evening, night, weekend, statutory holidays).
  - a. In such cases, Full-Time Employees whose shift has been changed shall be paid the premium equivalent to 0.5x their regular wage rate (*listed in Schedule A-1 of the Collective Agreement*) for the hours worked on the eligible shift.

8. 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.
9. Recognizing the parties are still negotiating a new collective agreement, the new rates for 'Shift' and 'Weekend' Premiums have not been finalized. In lieu of this, the Parties agree that eligible employees who pick up additional shifts that either a "Shift" or "Weekend" premium apply, shall be paid retroactively, if applicable, the difference from the current rate outlined in Article 14.31&14.32 to the new negotiated rate from this current round of bargaining for all 'Shift' and 'Weekend Shifts' worked between June 9, 2024 to September, 28, 2024.

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