

MEMORANDUM OF AGREEMENT

Working Extra Shifts During the Summer Period (June-September 2024)

BETWEEN:

Health PEI (the "Employer")

- and -

International Union of Operating Engineers (the "Union")

(collectively the "Parties")

WHEREAS the Employer continues to experience a significant staffing shortage in acute and long-term care facilities;

AND WHEREAS the parties acknowledge it has been difficult to fill vacant shifts for the summer period, whereby it has been more difficult on evenings, nights, weekends, and statutory holidays;

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 IUOE bargaining unit within 24/7 Acute and Long-Term Care facilities (collectively referred to as "*Eligible Employees*")
 - 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.

3. For clarity, the facilities to which this Agreement applies include, but are not necessarily limited to, the facilities listed in Appendix "A."

Premium for Working evenings, nights, weekends, and statutory holidays

4. Eligible Employees who work an extra shift on evenings, nights, weekends, and statutory holidays; shall be compensated at their applicable rate of pay plus a premium equivalent to 0.5x the employees regular rate of pay per shift (*listed in Appendix A of the Collective Agreement*).
 - a. Standby, Call-Back, and/or Remote After-Hours Support (per Article 22 of the Collective Agreement) are not eligible for the Premium for the purpose of this Agreement.

Premium for Working Extra Day Shifts

5. Employees who pick up a day shift over and above a 1.0 FTE in a pay period shall be compensated at their applicable rate of pay plus a premium equivalent to 0.5x the employees' regular rate of pay per shift
6. For example, if you are a 0.6 FTE employee and pick up a day shift you will not be eligible for the day shift premium until you work over a 1.0 FTE and the premium will only be applied to those shifts over the 1.0 FTE.

Preference for evenings, nights, weekends, and statutory holidays;

7. Full-Time Employees shall have preference over Part-Time and Casual Employees, to pick-up evenings, nights, weekends, and statutory holidays; which shall be distributed as equitably as possible among interested Full-Time Employees.

Travel

8. Employees picking up shifts at alternate work sites are eligible for paid mileage in accordance with Article 22.11(a).

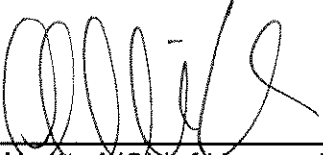
Provision of Data

9. The data tracked by the employer regarding the usage (minus unique identifiers) and effectiveness of this incentive program will be shared with the Union. The usage data for the entire period of June 9 to September 28, 2024 will be shared by November 1, 2024.

This Memorandum of Agreement is signed by the Parties on this 3 day of July, 2024, in Charlottetown, Prince Edward Island.

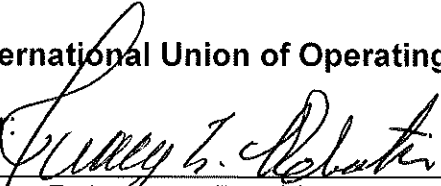
HEALTH PEI

Per:


Allison Wyatt, Chief Human Resources Officer

International Union of Operating Engineers

Per:


Tracy Robertson, President

Appendix "A"

Souris Hospital
King County Memorial Hospital
Queen Elizabeth Hospital
Prince County Hospital
Western Hospital
Community Hospital O'Leary
Hillsborough Hospital
Provincial Addictions Treatment Facility
All Health PEI Long Term Care facilities