

MEMORANDUM OF UNDERSTANDING

APRIL 5, 2024

REASSIGNMENT IN LONG TERM CARE FACILITIES

1. The parties agree that they are agreeing to the protocol laid out below for movement of employees by the Employer within a long term care worksite.
2. The parties agree that neither party is giving up or conceding any rights that it may have in the Collective Agreement as a result of entering into this Memorandum, and that this Memorandum will not be able to be used by either party in any future proceeding as a precedent or past practice for what the rights of the parties are or what the Collective Agreement provides or means.
3. The parties agree that should issues arise with assignments made in areas other than long term care, they will provide each other with notice of the issue and meet to attempt to resolve the issue, and if necessary, can convene a meeting with the arbitrator to mediate the concern.
4. For the term of the new Collective Agreement, when the Employer determines that it will reassign an employee to work in a different work location within a work site for a period of not more than five (5) days per employee per reassignment, unless mutually agreed by the parties, the following protocol will be used:

(a) Purpose and Intent

Employees shall only be reassigned for the purpose of meeting bona fide operational requirements.

It is the intent of the parties that reassignment shall only be used when other reasonable options are not available.

Health PEI is committed to promoting the health and welfare of their employees and patients/clients. As appropriate to the work to be performed, an employee will be provided with familiarization to a new work area, which can include review of charts and care plans and discussion with the Supervisor.

(b) Before Reassignment

Before a reassignment is made, the employer must attempt to fill the required shift by contacting employees (including by text message and/or telephone calls) to offer the shift. The employer will fill the shift from the replies received in the following order of preference:

- (1) A part time employee who has indicated availability as per Article 14.30;
- (2) Any other permanent employee in order of response time;
- (3) Any casual employee in order of response time;

(c) Request for Volunteers

If a situation requires a reassignment, the Employer shall first request volunteers from among the individuals working in the area where the employee is being assigned from. If no Employee volunteers, the Employer shall reassign in an equitable manner.

In each long term care facility the Employer shall provide a notebook where employees who have been assigned to work in another work area can record the date and work area of an assignment. The notebook will be available for the Employer, the Union and employees to consult.

(d) Reassignment Only Where Capable

The Employee shall only be reassigned to work where the Employer deems the Employee to be capable of performing the required duties.

(e) Pay Provisions

- (i) Employees who are reassigned during their regularly scheduled shift(s) shall not be entitled to extra pay.
- (ii) Where reassignment (including voluntary reassignment under paragraph (C)) results in a change to the Employee's shift(s) and the Employee was notified more than forty-eight (48) hours in advance of the proposed change, the Employee shall be paid at a rate of time and one half (1.5) of their regular rate of pay for all hours worked on the reassignment;
- (iii) Where reassignment (including voluntary reassignment under paragraph (C)) results in a change to the Employee's shift(s) and the Employee was notified less than forty-eight (48) hours in advance of the proposed change, the Employee shall be paid at the double time rate until they have received forty-eight (48) hours notice.

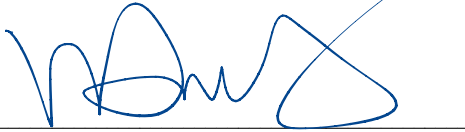
The Employee, on reversion to their regular position, shall be paid at the rate which would have been paid had the reassignment not occurred.

(f) Duration

The parties agree that this Memorandum will expire and be of no force or effect upon the expiry date of the term of the new collective agreement, unless the parties mutually agree that it will continue.

Should there be any dispute about the application or administration of this Agreement, it will be determined by Frank DeMont, K.C.

Ordered by Frank DeMont K.C. this 5th day of April, 2024.

A handwritten signature in blue ink, appearing to read 'Frank DeMont', is written over a horizontal line. The signature is stylized and cursive.

Frank DeMont, K.C.

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