

COLLECTIVE AGREEMENT

BETWEEN

HEALTH PEI

AND

**THE PRINCE EDWARD ISLAND UNION
OF PUBLIC SECTOR EMPLOYEES**

April 1, 2012 – March 31, 2017

TABLE OF CONTENTS

<u>Article Number</u>	<u>Name of Article</u>	<u>Page</u>
1	Purpose of Agreement	01
2	Application of Agreement	01
3	Interpretation and Definitions	01
4	Union Recognition and Union Security	03
5	Joint Employer and Employee Programs	04
6	Savings Clause	04
7	Management Rights	05
8	Employee Rights	05
9	Information	06
10	Bulletin Boards	08
11	Payment of Wages and Allowances	08
12	Temporary Assignment Pay	09
13	Travel Allowances	10
14	Hours of Work and Shift Work	12
15	Overtime, Standby and Callback	19
16	Safety and Health	22
17	Injury on Duty	23
18	Protective Clothing and Safety Equipment	25
19	Vacations	26
20	Holidays	28
21	Sick Leave	31
22	Leave of Absence	35
23	Adverse Weather Conditions	42
24	Group Insurance and Pensions	42
25	Discipline	44
26	Grievance and Arbitration Procedures	45
27	Probationary Period	49
28	Seniority	50
29	Portability of Benefits	51
30	Promotions and Staff Changes	52
31	Temporary Positions	54
32	Layoff and Recall	55
33	Severance Pay and Retirement Allowance	57
34	Technological Change	59
35	Subcontracting	60
36	Merger and Amalgamation	60
37	Continuance of Operations	61
38	Casual Employee Benefits	62
39	Classification Appeal Procedure	63
40	Classification Specifications	64
41	Employer-Employee Consultation Committees	65
42	Joint Consultation	66
43	Staff Development and Training	66
44	Orientation	68

45	Meetings on Employer Property	68
46	Dressing Rooms	68
47	Emergency Situations	68
48	Disaster Plan Exercises	68
49	Premium Pay	68
50	Agreement Amendments	68
51	Duty to Accommodate	69
52	Term of Agreement and Retroactivity	69
Schedule A-1	Rates of Pay	71
Schedule A-1A	Rates of Pay – Registered Nurses	
Schedule B	Deferred Salary Plan	77
Schedule C	Job Sharing	80
Schedule D	Line Sharing	81
Schedule E	Implementation of Twelve Hour Shifts	84
Schedule F	Historical References from the Transitional Document	85
Memorandum of Agreement #1	Parking Fees	87
Memorandum of Agreement #2	Red-Circled Employees	88
Memorandum of Agreement #3	Group Insurance Plans Casual Employees	89
Memorandum of Agreement #4	Group Insurance Long Term Disability Coverage Until Age 65	90
Memorandum of Agreement #5	No Lay Off	91
Memorandum of Understanding #1	Home Care Cell Phone Policy	93
Memorandum of Understanding #2	RN Remaining in UPSE AS Present Incumbent Only Following June 4, 2006 Jurisdictional Transfers Under Health Authorities Employees Act	94
Letter of Understanding #1	Application of Article 14.31 to Hillsborough Hospital	96
Letter of Understanding #2	Addiction Services Employee Transfer	97

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer and the employees as represented by the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 The parties of this Agreement share a desire to improve the quality of the service provided, to maintain professional standards, to promote the well-being and increased productivity of its employees to the end that the people of Prince Edward Island will be well and effectively served. Accordingly, they are determined to maintain and foster within the framework provided by law, an effective working relationship.

ARTICLE 2 - APPLICATION OF AGREEMENT

- 2.01 This Agreement applies and is binding upon the Employer and its authorized representative and the PEI Union of Public Sector Employees.

ARTICLE 3 - INTERPRETATION AND DEFINITIONS

- 3.01 “Bargaining unit” means all the employees in the classifications outlined in Schedule A and in such other classifications that are subsequently added.
- 3.02 “Casual employee” means an employee who is employed to work on a day-to-day basis as required. Casual employees are not considered to be filling permanent positions.
- 3.03 **“CEO” means the Chief Executive Officer of Health PEI.**
- 3.04 “Day” means a seven and one-half (7.5) hour working day unless otherwise stipulated.
- 3.05 “Employee” means a member of the bargaining unit who is employed by the Employer for remuneration.
- 3.06 “Employer” means **Health PEI.**
- 3.07 “Leave of absence” means absence from work with permission.
- 3.08 “Party” means the Employer or the Union.
- 3.09 “Permanent employee” means:
- (a) a full-time employee who works a regular schedule of hours as outlined in the Hours of Work and Shift Work Article and who has completed the probationary period, or

- (b) a part-time employee who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis and who has completed the probationary period and is entitled to all the benefits of this Agreement on a pro rata basis.
- 3.10 “Probationary employee” means an employee as defined in Article 3.09 who has not completed the probationary period. Except as otherwise stipulated, probationary employees shall benefit from all the provisions of the Agreement.
- 3.11 “Promotion” means the appointment of an employee as a result of a competition or a classification review to a position having higher maximum salary.
- 3.12 “Recall list” means a list of eligible employees pursuant to the Layoff and Recall Article.
- 3.13 “Seniority” means the length of unbroken service credited to each permanent employee as calculated in accordance with Article 28.
- 3.14 “Shift” means the regular consecutive working hours scheduled for each employee which may occur in any twenty-four (24) hour period. Where a shift system is in effect, in each twenty-four (24) hour period there will normally be three (3) shifts called day, evening and night shift. The twenty-four (24) hour period will normally commence with the night shift unless a particular worksite on an on-going basis designates that the twenty-four (24) hour period commences with the day shift.
- 3.15 “Shift employee” is an employee whose work schedule varies from day to day or week to week.
- 3.16 “Shift schedule” means a written statement setting forth the days and hours upon which employees are required to work.
- 3.17 “Spouse” means a person
 - (i) to whom an employee is legally married; or
 - (ii) with whom an employee has been living for at least twelve (12) months as a couple in a relationship of some permanence.

An employee shall be entitled to claim benefits under this Agreement in relation to only one spouse, and where applicable, the relatives associated with that spouse.

- 3.18 “Steward” means a person selected by the employees in the bargaining unit, and approved by the Union, to act on behalf of those employees in respect to grievances.
- 3.19 “Temporary employee” means an employee, other than a permanent or probationary employee, who is employed to work for a specified period of time to fill a temporary position in accordance with Article 31. Temporary employees have all the rights and privileges of this Agreement except seniority.

- 3.20 “Temporary position” means a position filled in accordance with Article 31 which is:
- (a) vacant due to the absence of a permanent employee through illness, accident, vacation or other leave of absence, or
 - (b) created for a special purpose.
- 3.21 “Transfer” means the movement of an employee from one position to another position which does not result in a promotion or demotion.
- 3.22 “Union” means the Prince Edward Island Union of Public Sector Employees.
- 3.23 “Weekend” means forty-eight (48) consecutive hours including at least forty-six (46) hours on Saturday and Sunday.
- 3.24 “Worksite” means the facility in which or from which the employee works.
- 3.25 “Work unit” means a specific unit within a worksite where such a unit exists. Where “work unit” is not applicable, the term “worksite” shall be applicable.
- 3.26 Wherever the singular is used, the same shall be construed as meaning the plural and vice versa unless otherwise specifically stated. The parties agree that article titles and sub-titles are for reference purposes only and shall not be used as aids in interpreting the Agreement.

ARTICLE 4 – UNION RECOGNITION AND UNION SECURITY

4.01 Authorized Representative

The Employer recognizes the Union as the sole and exclusive authorized representative of all employees to which this Agreement applies.

4.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties.

4.03 Deduction of Union Dues

The Employer shall, as a condition of employment, deduct an amount equal to the biweekly Union dues deduction from the biweekly pay of all employees covered by this Agreement.

4.04 **Notification of Deduction**

The Union shall inform the Employer in writing of the authorized dues for the implementation of Article 4.03. At least thirty (30) days notice of any changes in the authorized dues will be provided.

4.05 **Amount of Dues Deductions**

Dues shall be deducted as follows depending upon an employee's biweekly gross salary:

- (a) less than \$100, no dues shall be deducted,
- (b) \$100 but less than \$200, one-third of the authorized dues,
- (c) \$200 but less than \$520, two-thirds of the authorized dues, and
- (d) \$520 or more, the full amount of the authorized dues.

4.06 **Remittance of Dues**

The amounts deducted in accordance with this Article shall be remitted to the President of the Union by cheque on or before the 15th day of the month following the month in which deductions were made and shall be accompanied by particulars identifying employees and the amounts deducted on their behalf.

4.07 **Liability**

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claims or liability arising out of an error committed by the Employer.

4.08 **Union Introduction**

The Employer shall acquaint new employees with the fact that a collective agreement is in effect and provide them with the PEI UPSE contact information.

ARTICLE 5 - JOINT EMPLOYER AND EMPLOYEE PROGRAMS

- 5.01 Existing policies and programs relating to occupational health and safety and employee assistance shall remain in effect unless modified through consultation between the parties.

ARTICLE 6 - SAVINGS CLAUSE

6.01 **Conflict with Statute**

If any Article in this Agreement shall be found to be in conflict with any statute, such Article shall be deemed null and void. However, such Article shall be separable from the remainder of this Agreement, and all other articles herein shall continue in full force and

effect. The parties to this Agreement shall negotiate a replacement for the Article rendered null and void.

6.02 Mechanism for Resolution

In the event that the parties cannot reach mutual agreement, the matter in dispute under Article 6.01 shall be subject to conciliation and interest arbitration proceedings.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer and, without limiting the generality of the foregoing, include the following:

- (a) to manage and direct employees,
- (b) to hire, promote, transfer, assign, retain employees, and to establish positions,
- (c) to suspend, demote, discharge, or take other proper disciplinary action,
- (d) to relieve employees from duties because of lack of work or other proper reasons,
- (e) to maintain the efficiency of operations, and to make rules and regulations to be observed by employees,
- (f) to determine the methods, means and personnel by which such operations are to be conducted,
- (g) to evaluate jobs, classify positions, specify the employees' duties,
- (h) to take whatever action may be necessary to carry on operations in situations of emergency.

7.02 These rights shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement.

ARTICLE 8 - EMPLOYEE RIGHTS

8.01 No Discrimination

- (a) There shall be no discrimination practiced with respect to any employee on the grounds of age, colour, creed, ethnic or national origin, family status, marital status, disability, political belief, race, religion, sex, sexual orientation, membership, lack of membership, activity or lack of activity in the Union.

- (b) Any term contained in (a) which is also contained in the P.E.I. *Human Rights Act* shall be interpreted and applied in a manner consistent with the P.E.I. *Human Rights Act*.

8.02 No Conflicting Written or Verbal Agreements

No employee shall be required or permitted to make a written or verbal agreement which may conflict with the terms of this Agreement.

8.03 Harassment-Free Environment

The Union and the Employer recognize the right of employees to work in an environment free from harassment and the Employer agrees to take such disciplinary action as is necessary respecting an employee engaging in harassment in the work place. Harassment shall be considered discrimination under this article.

8.04 Sexual Harassment

Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is unwelcome and shall include but not be limited to unnecessary touching or patting, suggestive remarks or other verbal abuse, compromising invitations, demands for sexual favours or physical assault.

8.05 Concerns About Harassment

An employee who wishes to pursue a concern arising from harassment may, with the approval of the Union, submit a grievance in writing directly to step two in the grievance process. Grievances of this nature shall be treated in strict confidence by both the Union and the Employer.

8.06 Workplace Harassment Policy

The Employer and the Union recognize that the Workplace Harassment Policy forms part of this Agreement. The Workplace Harassment Policy pertains to personal harassment, sexual harassment and abuse of authority and establishes a process for the handling and resolution of complaints of harassment. The existing policy shall not be changed by the Employer without the approval of a Joint Employer Union Committee consisting of equal representation.

ARTICLE 9 – INFORMATION

9.01 Copies of Collective Agreement

As soon as reasonably possible after the signing of the Agreement, the Employer shall provide the bargaining unit with sufficient copies of the collective Agreement for circulation to the membership. The distribution of the copies of this Agreement shall be

carried out by the Union. The cost of printing this Agreement in numbers sufficient for distribution to each party shall be borne equally by the Employer and the Union. The printing of the collective Agreement shall be performed by a unionized printer.

9.02 Information for New Employees

The Employer shall provide all employees, upon appointment, with written notification stating their type of employment.

9.03 Union Dues on T4 Slip

The Employer shall indicate on each employee's income tax (T4) slip the total amount of Union dues deducted for the previous tax year.

9.04 Pay Related Information

Details as to the overtime amounts, shift premiums, or other premium pays compensated to employees shall be provided by the Employer.

9.05 Information for the Union

- (a) The parties agree that in order for the Union to effectively represent employees, it is necessary that the Employer provide the Union with certain personal information of employees of the bargaining unit. The Union undertakes to keep this information confidential and to use it only for the purposes of negotiation and administration of the collective Agreement.
- (b) Provided such information is available, the Employer shall provide the Union, upon the Union's written request, at the end of January each year or at such other intervals agreed upon by the Employer and the Union, with the following information in respect of those employees who are members of the bargaining unit:
 - (1) A listing of all permanent employees showing their names, department/division/section, class level, working title, step, full-time equivalency, hourly pay rate;
 - (2) A listing of current casual employees with as much of the above info as possible plus their start date;
 - (3) A listing of current temporary employees with as much of the above info as possible plus their start date;
 - (4) A profile of age and service groupings for employees;
 - (5) A listing of red-circled employees showing current class and red-circled rate;
 - (6) Salary cost for UPSE bargaining unit – showing separate amounts for permanent, temporary and casual divisions; and

(7) Employee name, home address and work address.

(8) **List of current vacancies.**

The Union agrees to not disclose any personal information to any third party and agrees not to use the information for any purpose other than collective bargaining.

9.06 Provision of Stewards List

The Union shall provide the Employer with an annual list of stewards and shall advise of any changes that occur during the year. On commencing employment, the employee's supervisor shall provide a list of stewards to a new employee.

ARTICLE 10 - BULLETIN BOARDS

10.01 Suitable space on bulletin boards shall be made available for the postings of Union notices.

ARTICLE 11 - PAYMENT OF WAGES AND ALLOWANCES

11.01 Pay Periods

Pay periods shall be bi-weekly. Pay days shall be every second Thursday. When the pay day falls on a holiday, the pay day shall be the last banking day prior to the holiday.

11.02 Increments

(a) The Employer may, prior to the completion of each one thousand nine hundred and fifty (1950) hours of work or paid leave, review the performance of the employee. The employee concerned shall be given the opportunity to read the appraisal and attach his/her comments.

(b) Employees shall receive an increment on completion of one thousand nine hundred and fifty (1950) hours of work or paid leave. The computation of hours shall not include overtime.

11.03 New Positions

When a new position is to be established in Schedule A, the parties agree that the position shall be evaluated under the existing classification system. In the event the results of the evaluation fall outside of the existing classification levels in this Agreement, the rate of pay shall be subject to negotiation between the Union and the negotiation committee established by the Employer. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall be retroactive to the time the position was first filled by the employee.

11.04 **Red Circling on Position Abolishment**

Where an employee's position is abolished by the Employer and the employee is transferred to another position having a lower maximum rate of pay, the employee shall continue to receive pay at the rate in effect at the time the position was abolished until such time as the rate of pay for the new position exceeds the rate of pay in effect at the time the position was abolished.

11.05 **Red Circling on Reclassification**

An employee whose position is reclassified to a position with a lower maximum rate of pay shall retain the rate of pay in effect at the time of reclassification until such time as the rate for the lower paid position equals or exceeds the rate of pay in effect at the time the position was reclassified.

11.06 **Pay Plan**

For the term of this Agreement, the pay plan for classifications shall be in accordance with Schedule A, which forms part of this Agreement.

11.07 **Compensation on Promotion**

In the case of promotion by competition or re-classification, the salary to be paid to the employee shall be at least one (1) full increment higher than the position from which he/she is promoted.

ARTICLE 12 - TEMPORARY ASSIGNMENT PAY

12.01 **Application**

Extra pay for a temporary assignment shall be provided to an employee who is required by the Employer to assume all or substantially all the responsibility of the higher rated position for five (5) consecutive working days or more. Such pay shall be retroactive to the first day of assignment. The Employer shall not move an employee out of the higher rated position and replace that employee with another employee solely for the purpose of avoiding extra pay.

12.02 **Calculation**

An eligible employee shall be placed in the first step of the new range except in cases where this rate is less than or equal to **his/her** present salary. In such a case, the employee shall receive one (1) step above his/her present salary and be entitled to advance to the next step in the range when an increment is due.

12.03 **Reversion to Regular Position**

The employee, on reversion to his/her regular position, will be paid at the rate which would have been paid had the employee not held a temporary assignment in the interim.

ARTICLE 13 – TRAVEL ALLOWANCES

13.01 **Kilometre Allowances**

Effective the first full pay period following the signing date, an employee who operates his/her own motor vehicle on the Employer's business is eligible to claim reimbursement as follows:

- (a) **45.9** cents per kilometre for the first 8,000 kilometres in each fiscal year,
- (b) **43.4** cents for all kilometres over 8,000 up to 16,000 in each fiscal year, and
- (c) **40.2** cents for all kilometres over 16,000 kilometres in each fiscal year.

13.02 **Adjustments to Kilometre Allowances**

- (a) The allowances specified in Article 13.01 shall be adjusted by 0.3 cents per kilometre for each 1.8 cents change per litre in the price of regular non-leaded gasoline.
- (b) Notwithstanding Articles 13.01 and 13.02 (a), the allowances in Article 13.01 shall be adjusted to reflect changes in the Travel Allowances Article in the collective Agreement between the Union and the Province of Prince Edward Island on the effective dates of such changes.

13.03 **Short Trip Allowance**

An employee who has been authorized to use a private motor vehicle for short trips is eligible to claim a minimum daily allowance of \$6.25 or a short trip travel rate in accordance with Treasury Board policy.

13.04 **Provision of a Vehicle as a Job Requirement**

- (a) (i) The Employer has the right to require employees, as a condition of employment, to provide a motor vehicle for the purpose of carrying out their employment function. Such a requirement shall be stated in job postings.
- (ii) Employees who have been required to provide a motor vehicle as a condition of employment shall not have such condition removed unless the employee has been provided twelve (12) months written notice that a motor vehicle will no longer be required.

- (iii) An employee required to provide a motor vehicle as a condition of employment shall not be required to use a vehicle leased or owned by the Employer except for out-of-province travel or travel in-province related to staff development and training and provincial meetings.
- (b) (i) Using the following criteria, the Employer shall determine whether an employee, who is required to provide a motor vehicle as a condition of employment and who travels relatively few kilometers in a fiscal year, is eligible to elect a low distance allowance. In order to qualify for a low distance allowance, employees must have to travel most work days to perform their duties. On average, they should be travelling **the majority** of their guaranteed work days **and travels less than 6000 km per year**. An employee who elects the low distance allowance shall advise his/her supervisor in writing prior to the start of a month. The allowance shall continue in effect for a twelve (12) month period. An employee's eligibility shall be subject to review by the Employer on an annual basis.
 - (ii) The low distance allowance is **\$300** per month plus one-half ($\frac{1}{2}$) of the transportation allowance in Article 13.01(a). Such allowance shall be payable for a twelve (12) month period. This allowance is currently taxable.
- (c) The monthly allowance specified in Article 13.04 (b)(ii) shall be prorated for:
 - (i) permanent part-time employees, and
 - (ii) an employee who is on special leave without pay for a period in excess of thirty (30) calendar days.
- (d) Employees eligible for the low distance allowance shall have the vehicle available for use on all working days.

13.05 **Vandalization of Employee's Vehicle**

If an employee's vehicle is vandalized while in the performance of the Employer's business, the employee will be entitled to receive reimbursement of the amount of the deductible insurance coverage applicable to the damage incurred on submission of appropriate documentation.

13.06 **In-Province Meal Allowances**

An employee who is on Employer business within the province shall be reimbursed for meals on the following basis:

- (a) Breakfast at **\$8.00**, if the employee was away from his/her residence on

Employer business on the preceding evening and was required to remain there overnight, or if the time of departure from his/her residence was earlier than 6:00 a.m.

- (b) Lunch at **\$10.00**, if the employee was away from his/her residence the previous night.
- (c) Dinner at **\$16.00**, if the time of the departure from the worksite is later than 6:30 p.m.

13.07 Out-of-Province Meal Allowances

An employee who is on Employer business outside the province shall be reimbursed for meals on the following basis:

- (a) breakfast at **\$10.00**
- (b) lunch at **\$15.00**
- (c) dinner at **\$25.00**.

13.08 Travel to Alternate Worksites

- (a) An employee who is required to use his/her vehicle to travel directly from his/her domicile to an alternate worksite shall be reimbursed for that travel which is the lesser of the distance from:
 - (i) the employee's domicile to the alternate worksite; or
 - (ii) the employee's primary worksite to the alternate worksite.

In situations where more than one alternate worksite is involved, the first alternate worksite shall be used to establish the eligible distance for a claim.

- (b) On the return trip the employee may claim the lesser of the distance from:
 - (i) the alternate worksite to his/her domicile; or
 - (ii) the alternate worksite to the primary worksite.

In situations where more than one alternate worksite is involved, the last alternate worksite shall be used to establish the eligible distance for a claim.

ARTICLE 14 – HOURS OF WORK AND SHIFT WORK

14.01 Regular Hours and Meal Periods

- (a) For employees working eight (8) hour shifts, the regular daily hours of work in each shift shall be seven and one-half (7.5) excluding a meal period. The regular

weekly hours of work shall be thirty-seven and one-half (37.5) averaged over a four (4) week period. The designated meal period shall not be less than thirty (30) minutes each shift and shall be scheduled as close as possible to the middle of the shift.

- (b) For employees working twelve (12) hour shifts, the regular daily hours of work in each shift shall be eleven and one-quarter (11.25) hours excluding a meal period. The regular weekly hours of work shall be thirty-seven and one-half (37.5) hours averaged over not more than a six (6) week period. The designated meal period shall not be less than forty-five (45) minutes each shift. Designated meal breaks shall be scheduled as close as possible to the middle of the shift.
- (c) For non-shift employees the regular hours of work shall be seven and one-half (7.5) hours per day, excluding a meal break, with a total of thirty-seven and one-half (37.5) hours per week.

14.02 Rest Periods

- (a) Each employee shall receive two (2) ten (10) minute rest periods or one (1) twenty (20) minute rest period on each eight (8) hour shift or each seven and one-half (7.5) hour work day.
- (b) Each employee shall receive two (2) fifteen (15) minute rest periods on each twelve (12) hour shift.

14.03 Restricted Meal Period Activities

- (a) Employees who are not permitted to leave their work unit during the meal period shall be paid at time and one-half for the duration of the meal period.
- (b) Notwithstanding Articles 14.01 and 15.01, when an employee is the sole employee available for work at the worksite during his/her meal period then the employee shall receive thirty (30) minutes pay at the regular rate.

14.04 Summer Hours

Summer hours for employees other than shift employees shall be determined in consultations with the Union.

14.05 No Rescheduling to Avoid Overtime Compensation

An employee's schedule shall not be changed for the sole purpose of avoiding compensation to the employee for overtime services.

14.06 **Daylight Saving Time**

The changing of Daylight Saving to Standard Time or vice versa shall not result in employees being paid more or less than their regular scheduled daily hours and no overtime shall accrue.

14.07 **Weekend Positions**

- (a) Notwithstanding Article 14.17 (a), the Employer may create weekend Nurse, LPN or RCW positions. Employees shall be scheduled to work thirty (30) hours (part-time) each weekend and shall receive the equivalent of thirty-seven and one-half (37.5) hours pay (full-time). These positions shall be referred to hereafter as the “weekend positions”.
- (b) The weekend positions shall not attract weekend premium as set out in Article 14.32.
- (c) The wage premium (37.5 hours pay for 30 hours worked) shall be paid by increasing what would otherwise be the hourly rate for the position by twenty-five percent (25%).
- (d) All benefits shall accrue, except life insurance, on the same basis as a permanent part-time employee. The employee’s life insurance shall be on the same basis as a permanent full-time employee.
- (e) Shifts may be scheduled from the beginning of the day shift on Friday to the end of the Monday night shift inclusive.
- (f) Compensation for the extra shifts or overtime shall be on the same basis as for part-time employees as set out in the collective agreement based on the regular hourly rate and including shift differential and weekend premium if applicable.
- (g) Any employee replacing incumbents while on short term leave (eg. sick leave, vacation, bereavement, etc.) shall be compensated at the regular rate of pay, including associated premiums, in accordance with the collective agreement.

14.08 **Minimum Employment Guarantee**

Employees appointed to a permanent position that is less than full-time shall be provided with a letter of offer outlining the minimum employment guarantee for their position.

14.09 **Exercising Minimum Employment Guarantee**

Where operational requirements permit, part-time permanent and probationary employees shall not be required to work in excess of their minimum employment guarantee.

14.10 **Employee Request for Flexible Hours**

- (a) If a non-shift employee requests a flexible daily hours of work system, and where operational requirements permit, the Employer shall endeavor to approve the employee's request and such request shall not be unreasonably denied.
- (b) Upon the request of a non-shift employee and the concurrence of the Employer, an employee may complete the weekly hours of work in a period other than five (5) full days provided that over a period of fourteen (14) or twenty-one (21) calendar days, an employee works an average of thirty-seven and one-half (37.5) hours per week.
- (c) Variations in an employee's daily hours of work may occur as a result of staggered starting or finishing times or alteration in the amount of time taken as a lunch break. The lunch break for an employee will not be less than one-half ($\frac{1}{2}$) hour and not more than one and one-half ($1 \frac{1}{2}$) hours.
- (d) An employee wanting to establish a flexible hours schedule must submit a request to the Employer and receive approval. Any such approval shall be for an initial trial period of three (3) months following which the arrangement may be extended on an indefinite basis provided the Employer and the employee are in mutual agreement. Extensions can be denied or terminated dependent upon operational requirements.
- (e) The Employer or the employee may cancel an alternate work schedule on reasonable grounds by giving at least four weeks notice.
- (f) All requests and responses in this Article shall be in writing.

14.11 **Job Sharing**

An employee may initiate a request for job sharing under the conditions outlined in Schedule C.

14.12 **Line Sharing**

An employee may initiate a request for line sharing under the guidelines outlined in Schedule D.

14.13 **Master Rotations and Scheduling Committees**

- (a) Wherever possible, master rotations shall be used and each employee shall be assigned to a place on the master rotation schedule.
- (b) Where employees in a work unit request, a scheduling committee shall be put in place. The role of the committee is to review the current scheduling practices and make recommendations to improve the schedule having regard to client/patient needs and employee preferences.

14.14 Rest Between Shifts

No eight (8) hour shift employee shall be required to have less than sixteen (16) hours rest between shifts and no twelve (12) hour shift employee shall be required to have less than twelve (12) hours rest between shifts without the consent of the employee concerned.

14.15 Consecutive Shifts

- (a) No eight (8) hour shift employee shall be required to work more than six (6) consecutive shifts and no twelve (12) hour shift employee shall be required to work more than four (4) consecutive shifts without the consent of the employee concerned.
- (b) No employee who works both eight (8) and twelve (12) hour shifts in a rotation shall be required to work a combination of consecutive shifts that exceed forty-eight (48) hours without the consent of the employee concerned.

14.16 No Split Shifts

There shall be no split shifts unless mutually agreed between the employee and the Employer.

14.17 Weekends Off

- (a) Each shift employee shall receive every second weekend off.
- (b) Part-time permanent or probationary shift employees who do not wish to receive every second weekend off may work additional weekend shifts subject to the request of the employee and the approval of the Employer. Such requests will be given in written form by the employee to the immediate supervisor prior to the posting of the shift schedule.

14.18 Access to Educational Courses

Shift schedules, wherever possible, may be rearranged in such a way as to permit employees access to educational courses required for professional development.

14.19 Preferences for Days Off

Where master rotations are not used, each employee may state his/her preference with regard to days off before the work schedule is drawn up and consideration shall be given to these preferences wherever they do not conflict with the need to maintain service and adequate levels of staffing.

14.20 **Shift Rotation**

Rotations from one shift to another shall be divided equally among the available employees. Such rotations will not apply to employees hired for permanent evening or night shifts or to those who by mutual agreement between the Employer and the employee, are assigned to work evening or night shifts. Employees will not be required to rotate to more than two (2) shifts in any given week.

14.21 **Reduction in Rotating Shifts**

Where operational requirements permit, a reduction in rotating eight (8) hour shifts from Days/Evenings/Nights to Days/Evenings or Days/Nights or Evening/Nights shall be implemented.

14.22 **Posting of Shift Schedules and Staff Replacement**

- (a) Shift schedules shall be posted in the appropriate work unit at least four (4) weeks in advance; however, shift schedules covering the Christmas - New Year's period shall be posted by November 15th.
- (b) Once the shift schedule is posted as required under the provisions of Article 14.22 (a), depending on the number and needs of the residents at the time, employees absent from scheduled hours of work on approved leave will be replaced, in the classification titles of Resident Care Worker, and Licensed Practical Nurse where such employees are required to provide direct care to residents.

14.23 **Existing Practice Schedules**

Worksites which do not conform with the foregoing scheduling provisions shall continue their existing practices and such practices shall not be changed without the mutual agreement of the parties.

14.24 **Implementation of Twelve Hour Shifts**

Provisions regarding the implementation of twelve (12) hour shifts are outlined in Schedule E of this Agreement.

14.25 **Changes to Work Schedules**

If full-time employees do not receive at least forty-eight (48) hours notice of a change in work schedule requiring them to work on a day previously scheduled as a day of rest, a time in lieu day or a rescheduled holiday, they shall be paid at the overtime rate for the hours worked. In addition, their day of rest without pay shall be rescheduled to another day unless the employees request that the day of rest not be rescheduled.

14.26 **Working on a Different Shift**

If permanent employees do not receive at least forty-eight (48) hours notice that they are required to work on a shift other than the shift previously assigned, excluding extra shifts assigned to part-time employees, they shall be compensated at the overtime rate for the hours worked on the reassigned shift.

14.27 **Reporting Pay**

- (a) Employees who report for work at an assigned/scheduled starting time and who are advised that they are no longer required to work shall be paid at their regular rate of pay for the length of the assigned shift, if no work is made available for them.
- (b) Each time a part-time or casual employee is required to report for work or work related activities for less than a full shift and is not eligible for callback compensation, the employee shall be paid wages for not less than three (3) hours.

14.28 **Double Shifts**

An employee shall not be required to work a double shift without his/her consent.

14.29 **Exchanging Days Off or Shifts**

Employees may exchange their days off or particular shifts with an employee in the same classification with the consent of their supervisor. Once a shift is exchanged the employee who initiated the change is no longer responsible for the shift.

14.30 **Extra Shifts**

- (a) Part-time permanent and probationary employees who want to work in excess of their minimum employment guarantee shall be given preference over casual employees provided they have given their supervisor written notification specifying their availability.
- (b) In circumstances where the need to fill an extra shift is known less than forty-eight (48) hours in advance of the commencement of a replacement shift, the extra shift may be offered to a casual employee if a part-time employee has not specifically indicated that he/she is available to work that shift.
- (c) Part-time employees who are scheduled for extra shifts less than forty-eight (48) hours in advance are not entitled to sick leave for these extra shifts.

14.31 **Shift Premiums**

- (a) Employees will receive a shift premium for evening and night shifts of **\$2.75** per hour.

- (b) Any shift commencing between 5:00 a.m. and 11:00 a.m. shall be considered a day shift.
- (c) Employees working a twelve (12) hour shift shall receive a shift premium for all hours worked except those hours that normally constitute part of the day shift for eight (8) hour shift employees, e.g. outside 7:00 a.m. - 3:00 p.m., 7:30 a.m. - 3:30 p.m., 8:00 a.m. - 4:00 p.m. or whatever eight (8) hour day shift is applicable in the workplace.

14.32 Weekend Premiums

- (a) Effective, on the signing date, a weekend premium of **\$1.50** per hour shall be paid to an employee for all hours worked between 2400 hours Friday and 2400 hours Sunday.
- (b) Notwithstanding Article 49, the weekend premium shall be paid in addition to shift premiums and shall apply to all hours worked including callback, holiday and overtime hours.

14.33 Employment in More Than One Worksite

A permanent part-time employee who has a position in one worksite but works extra shifts at another worksite for the same Employer will be entitled to have all paid hours credited to his/her part-time position and shall be entitled to use benefits such as special leave and sick leave at all worksites.

14.34 Gender Specific Positions

When filling shifts for gender specific positions at Hillsboro Hospital, the Employer shall replace positions/shifts with employees of the same gender depending on the number and needs of the patients at the time, and where staff are available.

ARTICLE 15 – OVERTIME, STANDBY AND CALLBACK

15.01 Definition of Overtime

- (a) All time worked before or after the regular daily hours of work or in excess of the regular weekly hours of work shall be considered overtime.
- (b) Notwithstanding Article 15.01 (a),
 - (i) a part-time or casual employee, who has agreed to work a seven and one-half (7.5) hour shift or an eleven and one-quarter (11.25) hour shift and who works in excess of the agreed hours, shall be compensated at the applicable overtime rate for the excess hours,

- (ii) a part-time or casual employee who works in excess of seventy-five (75) hours in a pay period shall be compensated at the applicable overtime rate for excess hours.

15.02 Authorization of Overtime

- (a) Overtime must be authorized by the Employer or the Employer's delegate.
- (b) Casual or part-time employees who work in more than one work unit or worksite shall indicate to the Employer, prior to the acceptance of the shift, that it will place the employee in an overtime situation.

15.03 Rotation of Overtime

Overtime shall be rotated among the employees in the work unit.

15.04 Compensation for Working Overtime

- (a) Employees shall be entitled to compensation at the rate of time and one-half for all overtime hours worked except that compensation shall be at the rate of double time for that portion of overtime that exceeds seven and one-half (7.5) hours of contiguous overtime. **A rest period of less than eight (8) hours shall not break the hours referenced above.**
- (b) **If the rest period is less than eight (8) hours prior to the Employee's next regularly scheduled shift, and the Employee is required to work, she/he will continue to be compensated at the appropriate overtime rate. If the rest period is less than eight (8) hours prior to the Employee's next regularly scheduled shift, and the Employee chooses to work, she/he will be compensated at her/his regular rate of pay.**
- (c) All overtime shall be calculated to the nearest quarter hour. However, compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes.
- (d) Overtime shall be compensated by pay except when the employee requests time off in lieu, in which case it shall be at a time mutually agreed between the Employer and the employee.
 - (i) Subject to paragraph (ii), permanent employees may carry forward up to thirty-seven and one-half (37.5) hours of unused time in lieu into the next fiscal year. All unused time in lieu that is not carried forward shall be paid out prior to March 31st of each fiscal year at a time requested by the employee.
 - (ii) Permanent employees shall be given up to the end of the term of this agreement to reduce their time in lieu banks to thirty-seven and one-half (37.5) hours or less.

- (e) **An Employee shall not be required to work a double shift without her/his consent.**

15.05 **Application to Back-to-Back Shifts**

Notwithstanding any other provisions of this Article, when employees are required to work back to back shifts, overtime compensation will remain in effect for any time worked until the employee has been provided with at least eight (8) hours off duty.

15.06 **Definition of Standby**

Standby is a condition of employment whereby employees are required and so designated by their Employer to maintain themselves immediately available for extra services during a defined period outside of regular hours of work.

15.07 **Standby Compensation**

When designated by the Employer to standby, an employee shall receive standby pay of **\$2.50** per hour for each hour on standby duty.

15.08 **Requirement to Report When Required**

No compensation shall be granted for the total period of standby if the employee does not report for duty when required.

15.09 **Definition of Callback**

Callback is a condition of employment whereby an employee, after completing a work period and leaving the place of work and prior to reporting for his/her regular scheduled work period, is called back to work and returns to work for a period of non-contiguous overtime. Callback provisions shall not apply to part-time employees who are called back and paid for a full shift.

15.10 **Callback Compensation**

- (a) Employees who are called back to work and report to work will be compensated for a minimum of two (2) hours at the overtime rate of time and one-half per call except for callback on Christmas Day which shall be compensated for a minimum of two (2) hours at the overtime rate of double time per call.
- (b) **Employees who are not on standby, and who are called back to work on Christmas Day, will be compensated for a minimum of two(2) hours pay at triple time.**

15.11 **Callback Transportation Allowance**

An employee who is called back and reports to work shall receive a transportation allowance, except where the Employer provides transportation, as follows:

- (a) when the employee travels by means of his/her own vehicle, the authorized travel allowances as outlined in Article 13.01 or 13.03; or
- (b) with prior approval, out-of-pocket expenses for other means of commercial transportation as documented by receipt.

15.12 Compensation for Telephone Calls

An employee on standby who receives more than one (1) assignment which can be completed by telephone within a three (3) hour period shall be compensated for only one (1) callback in that period.

ARTICLE 16 - SAFETY AND HEALTH

16.01 Employer's Responsibility

The Employer shall make all necessary provisions for the occupational safety and health of employees.

16.02 Grievance Process

When an employee, a group of employees or the Union, is not satisfied that the provisions of Article 16.01 are being complied with, then the following shall apply:

- (a) the matter will be referred in writing to the Employer who shall immediately investigate the complaint;
- (b) failing a satisfactory remedy within ten (10) days following such investigation, the matter may be referred to step 2 in the grievance procedure;
- (c) if the decision rendered in Article 16.02 (b) is not satisfactory, the matter may be referred to arbitration for a decision which is final and binding on the parties.

16.03 Worksite Safety & Health Committees

One (1) member from the Union selected by bargaining unit members shall be appointed to each Worksite Safety and Health Committee. These committees will meet to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury or illness.

16.04 Pregnant Employees

A pregnant employee whose job is deemed by her doctor to be hazardous to her health or the health of her unborn child may request a job reassignment for the period of pregnancy by forwarding a written request to the Employer. Upon receipt of the request, the Employer will, where possible, reassign the employee to alternate duties or an alternate

position. If a transfer is not available, the employee may request a leave of absence without pay until she requests maternity leave.

16.05 Infectious Diseases

The Employer shall provide preventative measures for those employees in contact with known infectious diseases where medically necessary.

ARTICLE 17 - INJURY ON DUTY

17.01 Application of the Workers Compensation Act

All employees shall be covered by the *Workers Compensation Act*. An employee prevented from performing his/her regular duties with the Employer as a result of an accident, that is covered by the *Workers Compensation Act*, which occurred while performing work for the Employer, shall receive injury on duty leave without pay for the period the employee receives Workers Compensation benefits.

17.02 Length of Leave of Absence

This provision shall continue for a period of up to two hundred and seventy (270) calendar days when the employee's situation shall be reviewed with the Workers Compensation Board. If, as a result of the review, medical opinion advises that the employee will be able to return to work within the next ninety (90) calendar days, then the leave of absence shall be extended until the employee returns to work or the ninety (90) days has elapsed, whichever is less.

17.03 Recurrence of an Injury

If the Workers Compensation Board deems a recurrence of an injury to be a continuation of an initial claim, and the recurrence occurs within sixty (60) calendar days of the expiry of the initial leave of absence, the employee shall only be entitled to those days which are unused from the initial three hundred and sixty (360) days leave of absence under Article 17.02. If the recurrence occurs after sixty (60) calendar days following the expiry of the initial leave of absence, the employee shall be entitled to receive the leave of absence outlined in Article 17.02.

17.04 Options if Medically Unfit

If following injury on duty leave, an employee is found by the Workers Compensation Board to be medically unfit to carry out the functions of the position he/she occupies, then:

- (a) the employee, representatives of the Union, the Employer and the Workers Compensation Board will meet to explore alternate or rehabilitative employment, or other accommodation measures in accordance with Article 51; or

- (b) if such accommodation is not possible, the employee shall be provided disability leave in accordance with Article 22.02.

17.05 Application of Layoff Provisions

If at the end of the disability leave the employee's medical condition is such that he/she is unable to fulfill the functions of his/her position and cannot be accommodated under the provisions of Article 51, then the employee may be laid off in accordance with Article 32.

17.06 Group Insurance and Pension Contributions

When an employee is in receipt of Workers Compensation Board benefits for a period of fourteen (14) calendar days or more, the Employer will pay during the period while the employee is receiving temporary earnings loss benefits pursuant to the *Workers Compensation Act*, the full costs of the employee's premiums where the employee prior to the injury participated in the Group Insurance Plans described in Article 24 and will make the employee's pension contributions.

17.07 Earnings in Excess of WCB Maximum Earnings Ceiling

Notwithstanding Article 17.01, in the event that the salary of an employee, at the time of a claim under the *Workers Compensation Act*, exceeds the maximum annual earnings established by regulation, the Employer shall during receipt of temporary earnings loss benefits continue to pay the employee an amount equal to 80% (85% after 38 weeks) of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers' Compensation Board up to the maximum annual earnings.

17.08 Benefit Accumulation During Leave

During the period of injury on duty leave, increments, sick leave, vacation leave, severance pay and retiring pay will continue to be accumulated and calculated on the basis of the employee's employment guarantee.

17.09 Delayed or Rejected Compensation Claims

Pending the initial decision on a Workers Compensation claim, an employee shall continue on payroll and shall be paid at the level which is equivalent to his/her entitlement under the *Workers Compensation Act*. When the claim is approved, the employee agrees to repay the amount equivalent to the amount paid by the Employer pending the approval of the claim. If the claim is not approved, the employee will be entitled to apply for sick leave.

17.10 Leave with Pay for Missed Portion of Day/Shift

An employee, who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the day or shift without deduction from sick leave, unless a doctor states the employee is fit for further work that day or shift.

17.11 Use of Sick Leave During WCB Waiting Period

An employee who has filed a claim under the *Workers Compensation Act* shall be eligible to apply for sick leave during any required waiting period. In the event that the employee receives compensation from the Workers Compensation Board for the waiting period, the employee shall repay the Employer for the sick leave utilized during the waiting period, and any sick leave granted will be re-credited to the employee's sick leave bank.

ARTICLE 18 - PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

18.01 Provision and Maintenance of Uniforms

The Employer shall provide, maintain and launder, without cost to the employees, all uniform clothing required to be worn on duty. Two uniforms will be provided to each person per year. Worn uniforms shall be exchanged for new ones.

18.02 Uniform Allowance

Upon request of an employee to whom Article 18.01 applies, a uniform allowance of \$75 per year shall be paid to the employee in lieu of providing uniforms.

18.03 Safety Footwear

An employee required to wear safety footwear shall be reimbursed by the Employer to a maximum of \$90 per year providing proof of purchase of CSA approved footwear is provided by the employee. If safety footwear becomes damaged while in the performance of the employee's duties and the footwear no longer provides the required protection, the Employer shall replace the safety footwear at no cost to the employee. Notwithstanding any of the other provisions of this Article and of the Safety and Health article, the parties agree that casual employees shall be required, as a term and condition of employment, to provide their own safety footwear.

18.04 Protective Equipment and Identifiable Uniforms

- (a) The Employer shall provide employees with any protective equipment, which is deemed necessary under the *Occupational Health and Safety Act* at no cost to the employee, as long as the employee is not entitled to compensation for, or provision of, the item under Article 18.03.

- (b) Where the Employer considers the use of protective equipment or the wearing of identifiable uniforms desirable for certain employees then such items shall be provided at no cost to the employee.

ARTICLE 19 - VACATIONS

19.01 Accumulation

- (a) Employees shall accumulate annual vacation with pay in accordance with the years of continuous employment as follows:
 - (i) less than one (1) year of service - 9.375 working hours for each 162.5 hours worked;
 - (ii) one (1) year of service to completion of five (5) years of service - 9.375 working hours for each 162.5 hours worked (fifteen (15) working days per year);
 - (iii) after five (5) years of service to completion of fifteen (15) years of service - 12.5 working hours for each 162.5 hours worked (twenty (20) working days per year);
 - (iv) after fifteen (15) years of service to completion of twenty-five years of service - 15.625 working hours for each 162.5 hours worked (twenty-five (25) working days per year);
 - (v) after twenty five (25) years of service - 18.75 working hours for each 162.5 hours worked (thirty (30) working days per year);
- (b) Notwithstanding (a) above, any permanent employees who enjoyed a superior benefit to that outlined in (a) shall continue to receive that superior benefit.
- (c) Year of service shall mean one thousand nine hundred and fifty (1950) hours worked. Hours worked includes paid leave of absence and injury on duty leave.
- (d) During their first fiscal year of employment, new employees may request to use up to one-half ($\frac{1}{2}$) accumulated vacation leave.

19.02 Carryover

- (a) Vacation shall not accumulate from year to year; however, one year's entitlement plus an additional seventy-five (75) hours of vacation may be carried over to the following year.
- (b) If any employee does not receive requested vacation during the vacation year, that portion not granted shall automatically carry over to the next vacation year.

Employees should make reasonable efforts to take their vacation during the vacation year.

- (c) If a shift employee has made reasonable efforts to take their annual vacation and did not receive approval to do so, the portion not granted may be paid out provided the time is in excess of the carryover as outlined in 19.02 (a).

19.03 **Vacation Requests and Seniority**

In a situation where two (2) or more employees in the same classification in a work unit have requested the same vacation days, the employee in the same classification with the greatest seniority shall be granted his/her request except where another practice is agreed to between the employees on a particular work unit.

19.04 **Continuous Period of Vacation**

Every effort will be made to grant vacation in one (1) continuous period. Nevertheless, each employee upon request shall receive a minimum of twenty-one (21) consecutive calendar day's vacation commencing on the first day of vacation leave, if at least such amount is accrued to the employee's credit, unless otherwise mutually agreed between the Employer and the employee.

19.05 **Approval**

- (a) All vacation leaves must be approved by the Employer prior to the commencement of such leaves.
- (b) Shift employees shall submit their request for summer vacation periods (June 15th - September 15th) to their supervisor by March 1st. Vacation dates shall be posted by May 15th each year. Vacation schedules shall be posted by June 1st each year for the summer vacation period and shall not be changed unless mutually agreed by the employee and the Employer.
- (c) Shift employees shall submit their vacation request for the public school March Break period to their supervisor by January 15th. Vacation dates shall be posted by February 15th each year.
- (d) Following the posting of the summer vacation schedules (June 15 to September 15), **requests by an employee for** additional time off shall be granted, provided staff are available.

19.06 **Working While on Vacation**

Where operational requirements permit, employees shall not be required to work while on approved vacation leave. However, should an employee on approved vacation leave be required to report for duty, the employee shall be compensated at the rate of double time for all hours worked or double time off in lieu for all hours worked. If compensation is in the form of time off in lieu, the time shall be granted at times mutually

agreeable to the Employer and the employee. The employee's vacation leave shall be rescheduled to another time mutually agreeable to the employee and the Employer.

19.07 Termination of Employment

- (a) An employee whose employment is terminated for any reason shall be paid with his/her final pay an amount equivalent to any unused vacation leave.
- (b) An employee's estate will not be required to compensate for unearned vacation leave in case of separation due to death of the employee or in the case of permanent employees, following involuntary separation due to layoff or permanent disability.

19.08 Transfer of Vacation Credits

An employee who terminates employment with the Employer to take immediate employment with another public sector employer in PEI and is immediately rehired from that other public sector employer shall have his/her previous service with the Employer counted for the purpose of calculating vacation entitlement. For the purpose of this article, a public sector employer in PEI means all school boards, Crown corporations, and Crown agencies.

19.09 Long Service Leave Credit

On the twenty-fifth (25th) anniversary of employment and every five (5) year anniversary thereafter, an employee shall be granted one (1) day paid leave on a day mutually agreed, in recognition of his/her long-standing service.

ARTICLE 20 - HOLIDAYS

20.01 Float and Designated Holidays

- (1) (a) All employees shall receive one (1) day paid leave for each of the following designated holidays each year:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Islander Day
Labour Day	

and all other days proclaimed by the Provincial or Federal Government.

(b) All employees shall receive one (1) day paid leave for a “floating holiday” which shall be taken prior to November 30th in each calendar year on a day agreed to by the employee and the Employer. New employees shall be eligible for the floating holiday provided they commence employment no later than August 15th of that calendar year.

(c) When an employee is scheduled to work the evening of Christmas Eve and works, the employee shall receive pay at the rate of time and one half. The employee will not receive an alternate day off for this evening shift. Those employees, who do not work this evening shift, shall not be entitled to a day paid leave. For the purpose of this Article, the evening shift shall apply to work performed between 1700 hours and 2400 hours providing the majority of the employee's shift falls within this time period.

The overtime rate shall also apply to those employees working a twelve (12) hour night shift on Christmas Day and who arrive at work on the evening of the 24th for that portion (1900 hours – 2400 hours) of the shift that occurs on Christmas Eve.

(d) All employees who do not receive shift premiums, shall be entitled to one-half (½) day paid leave to be taken during each fiscal year on a day agreed to by the employee and the Employer.

(2) For the purpose of this Article, “holiday” means a twenty-four (24) hour period commencing at midnight on a calendar day designated as a holiday.

(3) Notwithstanding Article 20.01 (1), part-time employees shall be entitled to paid leave for designated holidays, and the floating holiday on a proportionate basis to paid hours. This leave shall be accumulated in a holiday bank and will be paid upon the employee’s request.

20.02 Working on a Holiday

(1) An employee who works on a holiday other than Christmas Day shall receive pay at time and one-half and shall have the holiday rescheduled.

(2) An employee who works on Christmas Day shall receive pay at double time and shall have the holiday rescheduled.

(3) Overtime shall be at the rate of double time for all hours worked in excess of the employee’s scheduled shift on all holidays.

(4) Employees who are called into work on Christmas Day as an overtime shift shall receive pay at the rate of triple time and have the day rescheduled.

(5) A rescheduled holiday shall be arranged within sixty (60) days to be taken on a date mutually agreed to by the Employer and the employee. Should the employee not arrange to take the holiday prior to the expiry of the sixty (60)

days from the holiday, then the employee will receive pay in lieu of the holiday.

20.03 **Eligibility for Paid Leave**

Employees shall be entitled to one (1) day paid leave for the designated holidays provided:

- (a) they are paid for either the day before or the day after the holiday, and
- (b) their employment did not commence on the day after the holiday, and
- (c) their employment did not terminate on the day before the holiday, and
- (d) the employee was not absent without approved leave on either the working day immediately prior to or following the holiday or on the holiday.

20.04 **Holiday Falling on a Leave with Pay**

When a holiday falls within an employee's period of leave with pay, that day shall constitute a holiday and not a day of leave.

20.05 **Holiday Coinciding with Day of Rest**

When a day designated as a holiday coincides with an employee's day of rest, the Employer shall grant the holiday with pay on either:

- (a) the day immediately following the employee's day of rest, or
- (b) the day following the employee's annual vacation, or
- (c) another mutually acceptable day between the Employer and the employee **arranged** within sixty (60) days of the holiday. **Should the employee not arrange to take the holiday prior to the expiry of the sixty (60) days from the holiday, then the employee will receive pay in lieu of the holiday.**

20.06 **Time off Instead of Pay Option**

Compensation for time worked on a holiday shall be granted in the form of time and one-half, or where applicable double time off, at the request of the employee and at a time mutually agreed but within sixty (60) days of the holiday worked.

20.07 **Unscheduled Work on a Holiday**

If an employee is requested to work on a holiday when he/she was not scheduled to work and works, he/she shall receive pay for that day at two times the regular hourly rate and the holiday shall be rescheduled.

20.08 Standby on a Holiday

An employee who is required to be on standby on a holiday shall be paid for the holiday and shall receive another day off with pay. In situations where the designated holiday falls on a weekend and, as a result, is recognized on the Monday following, then this provision shall only apply to employees scheduled for standby duty on the Monday.

20.09 Christmas - New Year's Scheduling

Each shift employee shall be granted as a holiday either Christmas Day or New Year's Day off, unless otherwise mutually agreed. Each shift employee shall have five (5) consecutive days off. This period of five (5) days off shall include either Christmas Day or New Year's Day and shall not commence, nor conclude, on Christmas Day or New Year's Day. In order that all shift employees shall enjoy equity in choice of period off, employees shall be given choice of period off on an alternating basis, from year to year. Where this practice is not possible, a mutually agreeable alternative shall be worked out between the employee and the Supervisor of the work unit.

20.10 Fair Distribution of Holidays

Shift schedules should be drawn up so as to, as evenly as possible, provide employees with equal number of holidays worked, as scheduled off.

ARTICLE 21 - SICK LEAVE

21.01 Definition

- (a) Sick leave is provided to enable employees to be absent during periods of illness without suffering financial loss of their regular wages. Sick leave may be granted under the following conditions to employees who are unable to report for work. Any employee found to be abusing sick leave privileges may be subject to disciplinary action.
- (b) **Employees will make all reasonable efforts to book medical appointments during their off-duty hours. If it is not possible to book medical appointments during off-duty hours, employees will inform the Employer of the time and date of their appointment as soon as that information is known to them.** Provided a **minimum of forty-eight (48) hours** notice is given by the employee, (which may be waived by the Employer if an emergency exists) sick leave with pay shall be granted to employees for:
 - (i) routine medical or dental appointment not to exceed two (2) hours, or
 - (ii) minor medical or surgical procedures not to exceed four (4) hours.

21.02 **Accumulation and Pay Out**

Employees shall accumulate sick leave credits at the rate of eleven and one-quarter (11.25) hours for each one hundred and sixty two and one-half (162.5) paid hours up to a maximum accumulation of two hundred and fifteen (215) days.

21.03 **Employees with Maximum Accumulation**

Employees with maximum accumulation shall continue to earn credits in the current fiscal year at the regular accumulation rate. Such credits may be used for any illness occurring in a current fiscal year. Any surplus over the maximum accumulation shall be eliminated at the end of each fiscal year.

21.04 **Sick Leave Form**

All sick leave granted must be signed by the employee, specifying the nature of the illness and certifying an inability to perform his/her duties, on a form prescribed by the Employer.

21.05 **Reporting of Sickness**

In the case of absence due to sickness or accident, the matter must be reported as soon as possible to the designated Employer representative in the worksite.

21.06 **Medical Certificate**

The employee may be required to submit a certificate from a qualified medical practitioner when:

- (a) the sick leave exceeds three (3) consecutive working days or shifts;
- (b) in the current fiscal year, the employee who works an eight (8) hour day or shift has been granted fifty-six and one quarter (56.25) hours sick leave while an employee who works a twelve (12) hour day or shift will be granted seventy-eight and three quarters (78.75) hours sick leave on his/her own certification; or
- (c) in cases of an established pattern of sickness.

If the proof of illness is not submitted within ten (10) calendar days of the request, the time absent from work will be deducted from the employee's salary unless there are extenuating circumstances to be decided by the Employer.

21.07 **Sickness During Vacation**

- (a) An employee hospitalized or confined to residence on doctor's orders during his/her vacation period may qualify for use of sick leave credits upon production of a doctor's certificate and providing the illness is reported to the Employer within three (3) days of hospitalization or confinement to residence on doctor's

orders he/she shall have his/her vacation scheduled at a later date. Under exceptional circumstances, the employee will be relieved of the obligation to report within three (3) days, pursuant to this clause.

- (b) When a holiday under Article 20 occurs while an employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that day. When an employee is scheduled to work on a statutory holiday but becomes ill within 24 hours of her shift, (s)he shall be entitled to use his/her sick leave and have the statutory holiday rescheduled.

21.08 Confidentiality Issues

Notwithstanding the provisions of Articles 21.04, if an employee does not wish to disclose the nature of his/her illness on the sick leave application form, the Employer may accept a separate written or oral statement as to the nature of the illness. Such statements shall be treated as confidential.

21.09 Addiction Treatment

Where an employee's job performance is unsatisfactory and is considered by the Employer to be due to the use of alcohol or other drugs and where the employee concerned voluntarily elects or is directed to undertake an approved treatment and rehabilitation program, the employee may be granted sick leave with pay in accordance with this Agreement.

21.10 Illness During Working Hours

An employee, who becomes ill during working hours and is unable to continue work and who has completed one half or more of the shift or work day, shall receive pay for the remainder of the shift or work day at his/her regular rate of pay without deduction from sick leave. The employee shall be permitted to see a doctor, during working hours, to determine the seriousness of the illness. The employee shall notify the Employer prior to leaving work due to illness.

21.11 Travel for Medical Appointments

Each employee shall be allowed one (1) sick day or necessary portion thereof, to travel to another area for a medical appointment for himself/herself or a member of his/her immediate family. A medical certificate shall be provided upon request. This leave is to be granted as the need arises, and not to exceed thirty (30) hours per year which can be used at one time or individually. For the purpose of this Article, immediate family means father, mother, child, spouse, or any other relative residing in the same household.

21.12 Medical Examinations

- (i) Employees may be directed to undergo an examination by a medical practitioner appointed by the Employer. In the event that a diagnosis provided by the physician appointed by the Employer conflicts with a diagnosis provided by the

employee's physician, then the Employer may direct the employee to undergo an examination by a third physician.

- (ii) The cost of such examination shall be borne by the Employer.
- (iii) Leave of absence with pay shall be provided to cover the period of the examination.
- (iv) If the employee is found to be medically unfit to carry out the functions of the position he/she occupies then:
 - (a) the employee and a representative of the Union and the Employer will meet to discuss alternate or rehabilitative employment, or other accommodation measures in accordance with Article 51;
 - (b) if other suitable employment or accommodation measures with the Employer is not available, the employee will be placed on sick leave until sick leave credits are exhausted or the employee is able to return to work, whichever occurs first;
 - (c) if the employee is unable to return to work or be accommodated by the date sick leave credits are exhausted, the employee can request to be placed on disability leave without pay in accordance with Article 22.02 or
 - (d) if the employee is unable to return to work or be accommodated at the end of the leave of absence, the employee will be subject to the layoff and recall provisions of Article 32.

21.13 Sick Leave Deductions

Deductions from sick leave shall be made at the rate determined by the type of shift the employee is absent from. For example, eleven and one-quarter (11.25) hours will be deducted when absent from a twelve (12) hour shift that was scheduled, or seven and one-half (7.5) hours will be deducted from an eight (8) hour shift that was scheduled.

21.14 Sick Leave Usage for Part-time Employees

Permanent part-time employees shall be entitled to use their accumulated sick leave credits in the following manner:

- (a) for the pay period in which sick leave begins and for the next two (2) consecutive pay periods thereafter, accumulated sick leave shall be granted based on guaranteed shifts and any extra pick-up shifts already scheduled; and
- (b) for illness extending beyond the period covered in (a), accumulated sick leave shall be granted based on the part-time employee's average weekly paid hours, in the twenty-six (26) pay periods immediately prior to the pay period in which the

illness commenced. In no case shall the amount of sick leave be less than the employee's minimum employment guarantee.

21.15 Return from Sick Leave

An employee who is returning from sick leave in excess of one (1) month shall provide the Employer with two (2) weeks notice prior to returning.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 General

- (1) An employee will not be required to secure his/her own replacement for leaves of absence.
- (2) Unless expressly stated otherwise, when an employee has been granted a leave of absence without pay his/her seniority is retained but not accumulated.
- (3) An employee on a leave of absence without pay is not entitled to holidays and does not accumulate vacation leave, sick leave or any other benefits measured by length of service.
- (4) Upon completion of a leave of absence, the employee shall be placed in his/her former position or, if that position no longer exists, a similar position. If such employment is not available, Article 32 shall apply.
- (5)
 - (a) Where continued coverage is provided under the group insurance plans, an employee who has been granted a leave of absence without pay under this Article shall continue to be eligible for group insurance coverage.
 - (b) An employee granted leave of absence pursuant to Articles 22.02 and 22.03 shall continue to be eligible for cost sharing of group insurance premiums except where the Employer is required to pay the full cost of premiums under Article 17.06.
 - (c) During the period Long Term Disability Insurance is payable, the Employer agrees to cost share the premiums for Health and Dental Insurance even though the LTD recipient ceases to be an employee following cessation of recall rights under Article 32.
 - (d) As of the signing date of this Agreement, employees currently on leave of absence who are receiving cost sharing of group insurance premiums shall continue the existing cost-sharing arrangement for the duration of their approved leave.

22.02 Disability Leave

Upon the expiry of injury on duty leave and/or sick leave, an employee shall be provided disability leave without pay for the period requested up to a maximum of twelve (12) months. An employee granted leave of absence under this section shall not be granted additional leave under Article 22.15. Where medical opinion advises that the employee will be able to return to work within the next ninety (90) calendar days then the disability leave shall be extended until the employee returns or the ninety (90) days has elapsed, whichever is less.

22.03 Maternity, Adoption or Parental Leave

- (1) The Employer shall grant an employee a leave of absence without pay for a period of up to twelve (12) consecutive months as maternity, adoption or parental leave.
- (2) An employee upon request shall be granted **two (2)** day's leave with pay on the occasion of the birth of his/her child. An employee shall be entitled to one (1) day's leave with pay on the adoption of a child.
- (3) The parties agree that Supplements to Employment Insurance (EI) Maternity or Parental Benefits will be provided to employees who commence maternity, adoption or parental leave on or after the signing date of this Agreement. The Supplements to EI will be provided as follows:
 - (a) An employee who provides the Employer with proof that she has applied for and is eligible to receive maternity benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and **eighty percent (80%)** of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which the employee would have been eligible if no other earnings had been received during the period.
 - (b) An employee, other than an employee who has received an allowance under Article 22.03 (3) (a), who provides the Employer with proof that he/she has applied for and is eligible to receive parental benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and **eighty percent (80%)** of his/her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefit to which the employee would have been eligible if no other earnings had been received during the period.
 - (c) If both parents are employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.

- (d) An employee mentioned in (a) or (b) who is subject to a waiting period of two (2) weeks before receiving EI benefits, shall receive an allowance equivalent to **eighty percent (80%)** of his/her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the waiting period.
- (e) The weekly rate of pay for a part-time employee will be the average weekly salary earned in the twenty (20) week period prior to commencement of the EI claim. **In the event an employee is on sick leave (paid or unpaid) immediately prior to the commencement of her maternity leave, the twenty (20) week period used to determine their average weekly salary shall be the twenty (20) weeks immediately prior to their sick leave.**
- (f) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.

22.04 Family Illness

- (1) Where no one other than the employee can provide for the medical needs of a member of his/her immediate family during illness, the employee shall be granted leave up to eleven and one-quarter (11.25) hours with pay on the employee's verification of illness; however, where leave in excess of eleven and one-quarter (11.25) hours or one (1) work period is required, a medical certificate signed by a physician is required. Leave under this Article shall be limited to thirty-seven and one-half (37.5) hours per illness to a maximum of seventy-five (75) hours per fiscal year.
- (2) For the purpose of Article 22.04 (1), "immediate family" means:
 - (a) the employee's spouse and dependent children,
 - (b) the employee's parents or
 - (c) any other relative residing the same household.

22.05 Bereavement Leave

- (a) In the event of the death of an employee's spouse, child, step-child, **grandchild** or ward of the employee including the child of a common-law spouse, **or in the event of the death of an employee's parent (including a natural parent, guardian, foster parent or any other person standing in loco parentis),**
 - (i) upon request, a full-time employee shall be granted leave with pay for five (5) days provided the leave is taken within seven (7) days of the death. Up to two (2) additional days may be authorized for travelling time; and

- (ii) upon request, employees who work less than full-time shall be granted leave with pay for four (4) days provided the leave is taken within seven (7) days of the death and only if the employee is scheduled to work.
- (b) In the event of the death of an employee's brother, sister, grandparent, great grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, or of any relative permanently residing with the employee,
- (i) upon request, a full-time employee shall be granted leave with pay for three (3) days provided the leave is taken within seven (7) days of the death. Up to two (2) additional days may be authorized for travelling time; and
 - (ii) upon request, employees who work less than full time shall be granted leave with pay not to exceed two (2) days provided the leave is taken within seven (7) days of the death and only if the employee is scheduled to work.

(c) Twelve Hour Shift

In the case of employees working twelve (12) hour shifts, the maximum leave under Article 22.05 (a) and (b), shall be thirty-three and three quarter (33.75) hours provided the leave is taken within seven (7) days of the death. The further extension referred to in Article 22.05 (a) and (b) shall not exceed one (1) day (11.25 hours).

- (d) Upon request, in the event of the death of an employee's aunt, uncle, nephew or niece, the employee shall be granted leave with pay for one (1) day for the purpose of attending the funeral, or in the case of night shift workers, for the purpose of resting prior to or after attending the funeral.
- (e) If an employee is on vacation leave at the time of bereavement, the employee shall be granted special leave and be credited the appropriate number of days to vacation leave.
- (f) One half (½) day leave with pay shall be granted to act as a pallbearer, flower bearer or reader at a funeral.
- (g) Where there are exceptional circumstances, or where a memorial/burial service is to take place at a later date, an employee upon requesting shall be able to carry over one (1) day from their granted leave.

22.06 Serious Family Illness

In the case of serious illness of a parent, spouse, brother, sister, child, compassionate leave with pay of up to three (3) days shall not be unreasonably withheld. Where the illness occurs outside the province, an additional extension, not to exceed two (2) days,

shall be granted provided that entitlement shall depend on particular circumstances. For greater clarity, serious illness in this Article shall mean life threatening illness.

22.07 Complaints, Grievances and Appeals

Leave of absence with pay shall be granted by the Employer to officers and members of the Union in the following circumstances:

- (a) if a Steward is required to investigate an urgent complaint of fellow employees,
- (b) to make a complaint on his/her own behalf,
- (c) to be involved in the consultation process, including serving as a member of any Joint Committees established by the parties, or
- (d) if an employee is processing a grievance, or is attending at a hearing of his/her grievance before an Arbitration Board or the hearing of his/her classification appeal.

22.08 Insurance and Pensions Committees

Leave of absence with pay shall be granted by the Employer to an employee selected by the Union to be a member of the Pension or Insurance Benefits Committees providing the meetings are held on the employee's scheduled shift.

22.09 Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or are subpoenaed as witnesses in a court action, provided such court action is not in connection with the employee's or employee's family's private affairs except where the employee must appear in court as a victim of family violence or to testify on behalf of a victim of family violence.
- (b) The Employer may grant special leave without pay in cases where an employee's private affairs require a court appearance.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, excepting traveling and meal allowance not reimbursed by the Employer.
- (d) If the court duty occurs at a time immediately prior to or following the employee's scheduled work period, then the employee's scheduled work period shall be rescheduled to coincide with the portion of court duty required and Article 22.09 (a) shall apply.

- (e) In the event that the court duty is related to the employee's work, the employee shall receive overtime for all hours spent on court duty in excess of regularly scheduled hours; however, in the event that the court duty is not related to the employee's work, the employee shall only receive pay for his/her regularly scheduled hours of work.

22.10 Political Office

- (1) The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without pay to enable employees to be candidates in federal, provincial or municipal elections. If elected, the employee shall be granted a leave of absence for one (1) full term of office, and the Employer may post the position for the full term of office notwithstanding the twelve (12) month limitation in Article 31.
- (2) When the employee wishes to return to his/her position, he/she shall give the Employer advance notice of three (3) weeks. He/she shall be placed in his/her former position or, if that position no longer exists, a similar position. If such employment is not available, Article 32 shall apply.

22.11 Negotiations

Leave of absence with pay shall be granted for up to seven (7) employees to attend negotiations on behalf of the Union. The Union shall notify the Health Negotiating Committee of its members on the negotiating team. Each day at the bargaining table shall be considered to be seven and one-half (7.5) or eleven and one-quarter (11.25) hours worked depending on the employee's regular daily hours.

22.12 Union Business

- (1) Provided the Employer receives forty-eight (48) hours notice, leave of absence with pay shall be granted by the Employer to officers and members of the Union
 - (a) if an employee is approved by the Union to attend preparatory contract negotiation meetings, or
 - (b) if an employee is approved by the Union to attend meetings, courses, seminars or educational functions concerning Union or affiliated organization's business held locally, interprovincially, nationally or internationally.
- (2) **Employees shall advise the Employer as soon as they are aware of the need to request leave.**
- (3) In extenuating circumstances, the Employer shall waive the forty-eight (48) hours notice requirement.

- (4) Leave of absence with pay shall be granted if an employee is selected for a full-time position with the Union or an affiliated organization.

22.13 Reimbursement by Union

- (a) The Union shall submit a list to the Employer within ten (10) days indicating the name, date and hours for an employee granted leave under Article 22.12. Within thirty (30) days of being invoiced by the Employer, the Union shall reimburse the Employer for the salary paid to the employee for the leave granted under Article 22.12.
- (b) The Union agrees to pay only the costs associated with the classification title of the employee on a leave of absence for Union business.
- (c) Payment for leave with more than forty-eight (48) hours notice shall be the salary plus benefits only.
- (d) Payment for leave with forty-eight (48) hours or less notice shall be the salary plus benefits unless the need arises to replace the employee using overtime.

22.14 Deferred Salary Plan

A Deferred Salary Plan is contained in Schedule B which forms part of this Agreement. This Plan allows employees the opportunity of taking up to a one (1) year leave of absence with partial pay.

22.15 Personal Leave

An employee may be granted a leave of absence without pay for a period of up to one (1) year. A leave of absence in excess of the maximum entitlement under this Article may be authorized in exceptional circumstances by the Employer. Such leave shall not be unreasonably withheld.

22.16 Blood Donor Leave

Operational requirements permitting, an employee may be given up to two (2) hours leave with pay for the purpose of attending a blood donor clinic.

22.17 Other Reasons

Leave of absence with pay or without pay for reasons other than those stated above may be authorized in exceptional circumstances by the Employer. Such leave will not be unreasonably withheld.

ARTICLE 23 - ADVERSE WEATHER CONDITIONS

23.01 No Closure Due to Storms

The Employer will not be closed due to storm conditions, and as such, all employees are expected to report for duty and remain at their work stations without exception.

23.02 Time Lost to Absence or Lateness

Time lost by an employee as a result of absence or lateness due to storm conditions or because an employee finds it necessary to leave prior to the end of the normal day or shift must be:

- (a) made up by the employee at a time agreed upon between the employee and his/her immediate supervisor; or
- (b) charged to the employee's vacation, accumulated overtime, or holiday time should such an entitlement exist; or
- (c) otherwise deemed to be leave without pay.

23.03 No Discrimination

All employees shall receive similar treatment. No discrimination is to be practiced regarding individual or personal situations, i.e., place of residence, family responsibilities, transportation problems or car pools. Employees who can anticipate individual or personal problems that may result in absence or early leaving due to storm conditions and who do not wish to be granted leave without pay should set aside a portion of their annual vacation in order to accommodate this situation.

23.04 Reasonable Lateness

Notwithstanding Article 23.02, but subject to Article 23.03, reasonable lateness beyond the beginning of an employee's starting time shall not be subject to the provisions of Article 23.02 where lateness is justified by the employee being able to establish to the satisfaction of the Employer that every reasonable effort has been made by the employee to arrive at his/her work station at the scheduled time. No arbitrary time limits shall be placed on reasonable lateness.

ARTICLE 24 - GROUP INSURANCE AND PENSIONS

24.01 Group Life and Accidental Death and Dismemberment

The Employer agrees to pay one-half (1/2) of the premiums of the Group Life and Accidental Death and Dismemberment Insurance Plans for all eligible employees. Participation in these plans is a condition of employment.

24.02 Group Health and Dental

The Employer agrees to pay one-half (1/2) of the premiums of the Health Care and Dental Care Plans for all eligible employees. Participation in these plans shall be on a voluntary basis.

24.03 Group Long Term Disability

The Employer shall pay one-half (1/2) of the premiums of the Group Long Term Disability Insurance Plan for all eligible employees.

24.04 Joint Insurance Trustee Committee

A Joint Insurance Trustee Committee shall jointly administer all the group insurance plans for employees eligible to participate in the plans. The Union shall have one representative on the Joint Insurance Trustee Committee.

24.05 Pension Plans

The Employer agrees to preserve the existing pension plans. Employees shall be provided with an annual statement which outlines contributions and accrued pension benefits.

24.06 Employees Eligible for Group Insurance Coverage

- (1) For the purpose of Articles 24.01 - 24.02, the term “eligible employees” includes:
 - (a) probationary and permanent employees;
 - (b) temporary employees hired in temporary positions created for periods of twelve (12) months or more; and
 - (c) such other employees deemed eligible by the Joint Insurance Trustee Committee.
- (2) For the purpose of Article 24.03, the term “eligible employees” includes:
 - (a) probationary and permanent employees; and
 - (b) such other employees deemed eligible by the Joint Insurance Trustee Committee.

In addition, those temporary employees hired prior to the signing date of this agreement in temporary positions created for periods of twelve (12) months or more shall retain Group Long Term Disability Insurance for the length of their current temporary position.

ARTICLE 25 - DISCIPLINE

25.01 Just Cause Necessary

No employee shall be disciplined except for just cause.

25.02 Written Reasons for Discipline

When an employee is disciplined by written reprimand, suspension, demotion or dismissal, the Employer shall provide the employee with written reasons for such disciplinary action and a copy of such notice shall be sent to the Union.

25.03 Access to Steward

- (a) If an employee is requested to attend any investigative meeting which may result in discipline to him/her, the employee may have a steward present.
- (b) If an employee is to be disciplined by oral reprimand, written reprimand, suspension, demotion or dismissal and a meeting is held with the employee to administer such discipline, the employee shall be entitled to have a Steward present.

25.04 Removal of Disciplinary Notice

- (a) Upon the employee's request, any notice of disciplinary action or any other document concerning disciplinary action, other than evaluation reports and payroll transactions, which may have been placed on his/her personnel file shall be removed after eighteen (18) months have elapsed since the disciplinary action was taken, provided no further disciplinary action has been recorded during this period.
- (b) Unpaid leaves shall be excluded from the calculation of the eighteen (18) month period.

25.05 Access to Personnel File

Upon the request of the employee, the Employer shall provide him/her with the opportunity to read any documents on his/her personnel file, other than recruitment documents.

25.06 Reinstatement Provisions

- (a) Where it is determined that an employee has been unjustly disciplined, the employee shall be reinstated without loss of pay or any other benefit which would have accrued if he/she had not been disciplined. Nothing in this Article prevents the Arbitration Board from increasing, decreasing or otherwise revising a disciplinary award made by the Employer.

- (b) Any monies earned by the employee during a period of suspension or dismissal shall not be deducted from any award made under this Article.

25.07 One Personnel File

There shall be only one (1) personnel file for each employee.

25.08 Employee Notification of Disciplinary Documents

No notice of disciplinary action or any other document which may give rise to disciplinary action shall be placed on an employee's personnel file without the employee being given an opportunity to read its contents and receive an exact copy for his/her own records.

ARTICLE 26 - GRIEVANCE AND ARBITRATION PROCEDURES

26.01 Policy

The Employer and the Union wish to provide for an orderly system of resolving disputes so as to promote a harmonious and cooperative relationship between the Employer and its employees. Use of these procedures shall be free from interference, restraints, coercion or prejudice.

26.02 Application

These procedures apply to all employees covered by this agreement except a probationary employee will not be permitted to file a grievance to arbitration against rejection during the probationary period.

26.03 Definitions

- (a) "Days" means calendar days, excluding weekends;
- (b) "Grievance" means any dispute arising out of interpretation, application, administration, or alleged violation of the collective agreement or any case where the Employer or employee has allegedly acted in an unjust or unfair manner.

Grievance Procedure

26.04 Grievance Processing

When a grievance arises, it shall be dealt with in the manner outlined in the following sections:

- (1) The Employer shall designate a representative at each of the levels of the grievance procedure.

- (2) The Employer shall advise the Union of the name and title of the designated representative at each level of the grievance procedure.
- (3) The Union shall provide the Employer with a list of stewards authorized to deal with grievances on behalf of employees.
- (4) An employee may only process a grievance under the grievance and arbitration procedures with the written approval of the Union.

26.05 Grievance Steps

Both parties recognize the benefit of dealing with disputes as quickly as possible and shall make an earnest effort to settle such disputes promptly and fairly in the following manner:

Step 1

- (a) An employee shall first discuss the subject of the grievance with the Designated Representative at Step 1 in an attempt to resolve the matter. An employee shall have the option of having a steward present at the meeting.
- (b) An employee who wishes to process a grievance must submit in writing within fourteen (14) days of the date upon which the alleged incident occurred or he/she became aware of the alleged incident. The grievance must be submitted to the Designated Representative at Step 1. The written grievance shall be dated; shall indicate the mailing address of the grievor; shall state the facts giving rise to the grievance; shall identify the specific article of this Agreement, or specific section of the statute or regulations alleged to be violated; shall state the contention of the employee with respect to such article or section; shall indicate the relief requested; shall be signed by the employee; and shall be signed by a Union officer or Union employee, indicating the Union's approval for the employee to process the grievance.
- (c) Within fourteen (14) days of the submission of the grievance, the Designated Representative at Step 1 shall submit a written reply to the employee with a copy to the Union.

Step 2

Failing satisfactory settlement of the grievance in Step 1, the grievance shall be referred in writing to the designated representative at Step 2 within fourteen (14) days of the reply to Step 1. The designated representative shall render a written decision within fourteen (14) days of being presented with the grievance.

Step 3

Failing satisfactory settlement of the grievance in Step 2, the grievance may be referred to arbitration as outlined in this Article within fourteen (14) days of receipt of the decision referred to in Step 2.

26.06 No Hindrance

The Employer shall not hinder or restrict the grievor or the representative in any manner which shall impede their investigation or processing of a grievance. No member of the Union shall abuse such rights.

26.07 Variance from Normal Procedure

- (a) The Union or the Employer may institute a grievance and shall institute such procedure at Step 2.
- (b) An employee considered by the Union to be unjustly discharged/dismissed, demoted or suspended shall be entitled to file a grievance at Step 2 of the grievance procedure within fourteen (14) days of receipt of written notification of such action.

26.08 Facilities for Meetings

The Employer shall provide the necessary facilities for all grievance meetings.

26.09 Withdrawal or Abandonment of Grievances

- (a) An employee may withdraw a grievance at any time by so stating in writing to the designated representative at the level at which the grievance exists.
- (b) If an employee does not submit a grievance within the time limits stipulated in Step 1 and Step 2 of the grievance procedure, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. However, if either party fails to process a grievance from Step 2 to Step 3 within the time limits specified, it shall not be deemed to have prejudiced its position in arbitration.

26.10 Technical and Procedural Irregularities

Subject to Article 26.09 (b), no grievance shall be defeated or denied by any formal or technical objection. An arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive former procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

Arbitration Procedure

26.11 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing and addressed to the other party of the agreement, indicating the name of its nominee on the arbitration board. Within fourteen (14) days thereafter, the other party shall respond in writing indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then meet to select an impartial chair.

26.12 Who May Be an Arbitrator

No person shall be selected as a member of an arbitration board who is acting, or has within a period of six (6) months preceding the day of his/her appointment acted in the capacity of a solicitor, legal advisor, counsel, paid agent of either of the parties, or who has any pecuniary interest in the matters referred to the Board.

26.13 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within seven (7) days of their appointment, the appointment shall be made by the Minister Responsible for the Labour Act upon request of either party.

26.14 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the date of the last arbitration hearing.

26.15 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and shall not be changed. The Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable. However, the Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

26.16 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do at the convenience of the Chair.

26.17 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (1/2) of the fees and expenses of the Chair.

26.18 General Amending of Time Limits

The time limits in both the grievance and arbitration procedure may be extended by written consent of the parties.

26.19 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employees concerned as witnesses and any other witnesses. The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievance, arbitration, or any other matter, excepting accident matters, that could be detrimental to employees or to the Union unless the affected employee has been provided with a copy and an opportunity to respond in writing. All reasonable arrangements will be made to permit the conferring parties or the arbitrators to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

26.20 Single Arbitrator

Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. All provisions of this Article shall apply.

ARTICLE 27 - PROBATIONARY PERIOD

27.01 The following provisions shall apply to employees:

- (a) An employee hired for a permanent position shall be a probationary employee and shall undergo a probationary period. The probationary period shall be a period of six hundred (600) hours worked in the classification, at the worksite where the position exists, from the date of hiring as a probationary employee.
- (b) The probationary period may be extended by a maximum of two hundred and fifty (250) hours worked provided such extension is considered necessary as a result of a performance appraisal. A written notice of the extension and a copy of the appraisal must be given to the employee prior to the expiry of the initial probationary period.

ARTICLE 28 - SENIORITY

28.01 Granting Seniority to Probationary Employees

An employee who successfully completes the probationary period shall be granted seniority. This seniority shall include:

- (a) the probationary period, and
- (b) any service as a temporary employee provided the service as a temporary employee has not been interrupted by a period in excess of twenty-eight (28) calendar days prior to the start of the probationary period.

28.02 Calculation of Seniority

- (a) Seniority shall be calculated based on hours worked. Hours worked shall not include overtime or callback.
- (b) For the purpose of calculating hours worked, seniority shall be retained and accumulated when an employee is absent from work on a leave of absence with pay or on a maternity, adoption, parental, disability or injury on duty leave. In the case of maternity, adoption, parental, disability or injury on duty leave, the calculation of hours worked for seniority shall be calculated on the same basis as if the employee had been at work. The seniority hours shall be based on the average of the weekly paid hours and credited hours in the twenty-six (26) pay periods immediately prior to the pay period when the leave commenced times the number of weeks of such leave.

28.03 Loss of Seniority

Seniority shall be forfeited by an employee in the event the employee:

- (a) voluntarily terminates employment;
- (b) is dismissed or discharged for just cause and is not reinstated;
- (c) is suspended for just cause, in which event the loss of seniority shall be only for the period of the suspension;
- (d) has exhausted the period of time allocated for being on a recall list; or
- (e) fails to return to work within fourteen (14) days following receipt of registered mail notifying the employee of recall unless the employee can show a justifiable reason for failure to report.

28.04 **Transfer Out of Bargaining Unit**

- (a) If an employee voluntarily transfers to a permanent position outside the bargaining unit, he/she shall retain the seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority. If such employee later returns to a vacant position in the bargaining unit, he/she will accumulate seniority from the date of returning to the bargaining unit. This additional seniority shall be added to the employee's previously accumulated seniority.
- (b) If a permanent employee accepts a temporary position outside the bargaining unit, the employee shall retain his/her seniority but shall not continue to accumulate seniority while occupying the temporary position.

28.05 **Seniority List**

The Employer shall maintain a list showing the seniority hours for each employee. A current seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. The Union shall notify the Employer within sixty (60) days of posting the list regarding any errors on the list.

ARTICLE 29 - PORTABILITY OF BENEFITS

29.01 The Government, the Employer and the Union wish to promote the mobility of permanent employees from the Government to the Employer. Therefore, the parties agree as follows:

- (a) **The Employer shall recognize a permanent employee's sick leave earned with the Government up to the maximum amount of sick leave provided for in the Employer's terms and conditions of employment.**
- (b) **The parties shall recognize:**
 - (i) **that any earned vacation shall be paid out to the employee by the Government on termination of employment unless the employee requests that a maximum of one year's vacation entitlement be carried over to the Employer. Such requested carryover shall be accepted by the Employer as a liability;**
 - (ii) **a permanent employee's length of continuous service or continuous employment with the Government for purposes of entitlement to vacation leave.**

- (c) The Employer shall recognize:**
 - (i) a permanent employee's length of continuous service with the Government for purposes of entitlement to severance pay or retiring pay;**
 - (ii) a permanent employee's number of paid hours with the Government for severance pay or retiring pay purposes and shall accept the same as a contingent liability.**
- (d) A permanent employee's continuous service, continuous employment or seniority with the Government shall be recognized by the Employer on the same basis of calculation that the Employer uses for its employees. The Employer shall recognize service with the Government prior to July 2, 1995 on the same basis as outlined in the Transitional Document between the Union and the Health Authorities dated July 2, 1995.**

29.02 When a person employed in a classified position within the UPSE Civil bargaining unit receives a permanent position within the UPSE Health bargaining unit, the employee shall be credited with seniority pursuant to the calculation in Article 28.

ARTICLE 30 - PROMOTIONS AND STAFF CHANGES

30.01 Job Posting

- (a) Where any vacancy occurs in a permanent position within the bargaining unit or a new position is created within the bargaining unit, the Employer shall post notice of the position for a period of not less than seven (7) days on all bulletin boards of all workplaces. The position shall be open to all members of the UPSE Health bargaining unit. When filling the position, the applicants shall be processed in the following manner:**
 - (i) Applications from permanent employees, who have seniority shall be fully processed before any other applications are considered.**
 - (ii) If the position is not filled by the process in Article 30.01 (a) (i), the Employer, shall then fully process applications from employees who have no seniority.**
- (b) If the position is not filled by any member of the UPSE Health bargaining unit, the Employer may fill the position by advertising to other government employees or to the public. Preference will be given to the applications from members of UPSE Civil Service.**
- (c) A copy of all job postings/advertisements shall be forwarded to the Union upon posting/advertising.**

30.02 Information on Postings

- (a) Job postings shall contain information on the nature of the position, the qualifications required, the salary range, the hours of work or percentage of full-time hours for part-time positions and details of shifts if shift work is involved. The qualifications required shall be those necessary to perform the job function and shall not be established in an arbitrary or discriminatory manner. The posting shall state "The Employer is an equal opportunity employer".
- (b) In the case of job postings specifying "male only" or "female only", such requirement must be based on a genuine occupational qualification.

30.03 Posting Name of Successful Applicant

Within seven (7) days of an appointment to a vacant or a newly created position, the name of the successful candidate shall be posted **and provided to:**

- (a) on the bulletin boards of the Employer,
- (b) on the www.gov.pe.ca/jobs website **and**
- (c) **PEI UPSE.**

Such information shall remain posted for a minimum of seven (7) days.

- (d) An employee, who has applied for a job posting under this Article, has the right to request a meeting with a representative of the Commission to review the results of the employee's performance during the interview process.

30.04 Role of Seniority

In selecting applicants for vacancies or new positions including promotions and transfers, the selection shall be made on the basis that where qualifications and ability are relatively equal, seniority shall be the determining factor.

30.05 Trial Period for Permanent Employees

- (a) The successful applicant shall be placed on trial in the new position for a period of three hundred and twenty-five and one-half (325.5) hours worked. This trial period may be extended or shortened by written agreement of the Employer and the Union. Conditional on satisfactory service, the employee shall be declared permanent in the position after the period of three hundred and twenty-five and one-half (325.5) hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, he/she shall be returned to his/her former position and salary range without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and salary rate, without loss of seniority.

- (b) No trial period shall be required if the posted position is within the same classification and work unit.

ARTICLE 31 - TEMPORARY POSITIONS

31.01 Posting and Filling Temporary Positions

- (a)
 - (i) Where a temporary position exists for a period greater than two (2) months, the Employer shall post that position at the worksite for seven (7) days. The posting shall indicate that applications are restricted to employees of the bargaining unit employed at the worksite.
 - (ii) Notwithstanding 31.01 (a) (i), postings for temporary Dietitian, Pharmacist **and Speech Language Pathologist** positions shall be posted open to all members of the UPSE Health bargaining unit and filled in accordance with Article 31.01 (b) (i) with the worksite, for this purpose, being the Province of Prince Edward Island.
 - (iii) Where the Employer provides a program or service in the facility and that program is unrelated to the principle program or service provided there, the unrelated program or service shall be considered to be provided in a separate worksite and temporary postings shall be posted and filled accordingly.
- (b) In filling the temporary position the applications shall be processed in the following order:
 - (i) applications from permanent employees holding permanent positions at the worksite and employees on a recall list within the classification shall be fully processed and the Employer will select the applicant with the most seniority possessing the qualifications and ability to do the job.
 - (ii) If not filled then all other applications from the worksite will be processed as casual employee applications on a competitive basis. If there is relative equality between two or more candidates, only employees from the recall list can use their seniority as a tie breaker.

31.02 Subsequent Vacancies

Subsequent vacancies resulting from the application of Article 31.01 shall be posted in accordance with this Article.

31.03 Permanent Employees Filling Temporary Positions

Where permanent employees fill temporary positions, they will retain their permanent employee status and will continue to accrue seniority while so employed.

31.04 Limitations on Temporary Positions

- (a) Any position occupied by a temporary employee due to the absence of a permanent employee shall be assumed by the permanent employee on his/her return to duty.
- (b) If the position for which the temporary employee was hired becomes vacant or if a new position is created out of the special purpose, it shall be posted in accordance with Article 30.01.
- (c) A temporary position shall not be for a period in excess of twelve (12) months except in circumstances approved by the Union.

31.05 Completion of Temporary Position

An employee is expected to complete the full length of a temporary position unless applying for a permanent position.

31.06 Pay While Filling Temporary Positions

When an employee fills a temporary position at a higher salary level, the employee shall be paid in accordance with Article 12.02.

31.07 Scope of Worksite

The Union agrees to consider a request from the Employer to expand the meaning of worksite in special circumstances which limit the operation of this Article.

ARTICLE 32 - LAYOFF AND RECALL

32.01 Definition

A layoff means termination of employment of an employee or a reduction in an employee's regular hours of work necessitated by:

- (i) shortage of work, or
- (ii) reduction or discontinuation of a service or services, or
- (iii) an employee's medical condition which is such that he/she is unable to fulfill the functions of his/her position and cannot be accommodated under Article 51, and all other provisions of this Agreement entitling the employee to transfer and/or receive a leave of absence have been exhausted.

32.02 Notice of Layoff

Where a permanent employee is identified for layoff, the employee shall be advised in person by the Employer of the layoff. At this meeting the employee shall be given written confirmation of the layoff outlining the reason and the effective date. The

employee shall be provided with forty-five (45) calendar days notice before the layoff is to be effective. Pay in lieu of notice shall be based on the number of hours the laid off employee would have normally been scheduled to work.

32.03 Employee Response to Notice of Layoff

Within fourteen (14) days of receipt of notice of layoff, the employee shall notify the Employer in writing of his/her intention to:

- (i) accept a transfer to a vacant or new position,
- (ii) exercise displacement,
- (iii) take early retirement, if eligible,
- (iv) accept a layoff with recall rights, or
- (v) accept severance pay and waive recall rights.

32.04 Role of Seniority

Both parties recognize that job security shall increase in proportion to length of service; therefore, employees shall be laid off in reverse order of seniority. Employees shall be recalled in order of seniority, provided they are qualified to do the work.

32.05 Displacement

An employee who has received notification of layoff may:

- (a) Displace (bump) an employee with less seniority in the same or lower paid classification, provided the senior employee is qualified to do the work.
- (b) The Employer shall provide any employee who exercises bumping rights with written notice of transfer to his/her new position. Any employee displaced by such transfer shall be provided with written notice of layoff in accordance with Article 32.02.

32.06 Red Circling

An employee subject to layoff who through transfer or displacement accepts a position with a lower maximum rate of pay than the maximum rate of pay for the employee's current position shall retain his/her current rate of pay until such time as the rate for the lower paid position equals or exceeds the rate in effect.

32.07 Recall

- (a) A permanent employee who is laid off shall be placed on the recall list for eighteen (18) months from the effective date of the layoff.
- (b) Notwithstanding the provisions of Article 32.07(a), an employee who was laid off because of a medical condition shall be placed on the recall list for a period of eighteen (18) months from the date the employee indicates that he/she is available

for work. Such indication must be received by the Employer within two (2) years from the date of layoff.

- (c) Employees on a recall list are entitled to apply for any job postings including temporary positions. Employees on a recall list have the right to any available casual work, providing they are qualified to do the work.
- (d) No new employee will be hired until those laid off have been given an opportunity for recall in positions for which they are qualified.
- (e) Should an employee on the recall list be recalled for a period of time of less than thirty (30) calendar days, the employee shall not be required to return to work.
- (f) Employees who are recalled for temporary positions or casual work shall have their recall rights renewed for a period of eighteen (18) consecutive months and shall not be entitled to further notice of layoff.
- (g) An employee on the recall list continues to accrue seniority for all hours worked in a temporary position or while performing casual work.

32.08 Determination of Qualification

For the purpose of Articles 32.05 (a) and 32.07 (c) and (d), the qualifications required shall be the necessary skill, knowledge, training and experience to perform the job and shall not be established in an arbitrary or discriminatory manner.

32.09 Group Insurance

Where continued coverage is provided under group insurance plans, employees with recall rights are entitled to the benefits of Articles 24.01, 24.02 and 24.03 of the collective agreement.

32.10 Layoff Notice for Temporary or Probationary Employees

The Employer may lay off a temporary or probationary employee by giving fourteen (14) calendar days written notice.

ARTICLE 33 - SEVERANCE PAY AND RETIREMENT ALLOWANCE

Severance Pay

33.01 Entitlement

Subject to Article 33.04, a permanent employee with more than five (5) years continuous service shall be entitled to severance pay where the employee is terminated:

- (a) because of layoff, or

- (b) on reaching age 65 or older and is not eligible for a pension under the *Civil Service Superannuation Act*, or
- (c) on being medically unfit to carry out the functions of the position occupied, or
- (d) because of death.

33.02 Calculation

The severance pay entitlement is an amount equal to seventy-five (75) hours pay for each one thousand nine hundred and fifty (1950) hours worked to a maximum of nine hundred and seventy-five (975) hours.

33.03 Claimant in Death Situation

If severance pay is granted because of the death of an employee, the severance pay shall be paid to the employee's estate.

33.04 Not in Addition to Retirement Allowance

Severance pay is not payable in addition to Retirement Allowance as provided for in this article.

33.05 Timing of Payment in Layoff Situations

Payment will be made following the completion of the eighteen (18) month recall period or at any time during the recall period if the employee waives the right to recall.

33.06 Right to Defer for Tax Purposes

An employee eligible for severance pay may elect to immediately receive severance pay or defer receipt until the beginning of the next tax year.

Retirement Allowance

33.07 Entitlement

Retirement allowance shall be granted on retirement to an employee who has at least ten (10) years continuous service, who has reached age fifty-five (55) or over, and is eligible to receive a pension from the applicable pension plan.

33.08 Calculation

The retirement allowance entitlement is an amount equal to thirty-seven and one-half (37.5) hours for each nineteen hundred and fifty (1950) hours worked. Retirement allowance shall not exceed nine hundred and seventy five (975) hours pay.

33.09 Right to Defer Retirement Allowance for Tax Purposes

An employee eligible for retirement allowance may elect to immediately receive it or defer receipt until the beginning of the next calendar year, but receipt may not be deferred beyond the end of the fiscal year in which the amount is payable.

33.10 Claimant in Death Situation

Where an employee eligible for retirement allowance dies before retirement and retirement allowance has not been granted, the retirement allowance entitlement of the deceased employee shall be paid to the employee's estate.

General

33.11 Definition of Continuous Service

For the purpose of calculating the thresholds of five (5) years continuous service in Article 33.01 and ten (10) years continuous service in Article 33.07, continuous service means years of uninterrupted employment with the Employer or its predecessors not hours worked.

33.12 Definition of Hours Worked

- (1) Hours worked under this Article shall mean paid hours and includes credited hours as outlined in Article 17.08 and Article 33.12 (2).
- (2) An employee, who has been granted maternity, adoption or parental leave, shall be given credit for severance pay or retiring pay purposes for the number of hours calculated on the same basis as if the employee had been at work. Credited hours will be based on the average weekly hours paid to the employee in the twenty-six (26) pays prior to the pay period of the commencement of the leave times the number of weeks of such leave.

ARTICLE 34 - TECHNOLOGICAL CHANGE

34.01 Definition

For the purpose of this Article, "technological change" means the introduction of equipment by the Employer into its operations which results in changes that adversely affect the job security of employees.

34.02 Notice

The Employer agrees to provide as much advance notice as possible but in any case no less than three (3) months notice to the Union prior to the date the change is to be effected. During this period the parties will meet in an effort to reach an agreement on

solutions to the problems arising from the intended change and on measures to be taken by the Employer to protect the employees from any adverse effects.

34.03 Additional Training

If as the result of technological change, the Employer requires an employee to undertake additional training or where additional training may be required for a position accepted by the employee, the training will be provided at no cost to the employee. The training provided for in this Article shall be given during the hours of work whenever possible. Any training due to technological change shall be considered as time worked.

34.04 No New Employees During Phase-In Period

No additional employees shall be hired by the Employer until employees affected by the technological change have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

34.05 Application of Layoff and Recall Article

An employee whose position has been rendered redundant or an employee who has been displaced as a result of technological change shall be entitled to all of the provisions of Article 32.

ARTICLE 35 - SUBCONTRACTING

35.01 The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company, or non-unit employee in such a manner that results in the layoff of permanent employees.

ARTICLE 36 - MERGER AND AMALGAMATION

36.01 Organizational Restructuring

- (a) Should the Department of Health merge or amalgamate with another department of government, the Department agrees to give the Union notice in writing one hundred and eighty (180) days prior to implementation of the stated change.
- (b) Should the Employer merge, amalgamate, transfer or combine any part of its operations or functions from one worksite to another, or with another government department, the Employer agrees to give the Union notice in writing sixty (60) days prior to the implementation of the stated change.

36.02 Alternate Employment Arrangements

Discussion between the parties will commence within ten (10) days of receipt of such notice by the Union and every reasonable effort will be made to provide continuous employment for employees affected in the bargaining unit. In the event that such takeover is:

- (a) in accordance with Article 36.01, any employee affected shall, on the basis of qualifications and seniority, be offered alternate employment, if available, with their present Employer or with the Employer assuming the operations and functions;
- (b) in accordance with Article 36.02, any employee affected shall, on the basis of qualifications and seniority, be offered alternate employment, if available, in their present worksite or in the worksite assuming the operations and functions; and
- (c) if alternate employment under (a) or (b) is not available, lay-off and recall shall be in accordance with Article 32.

36.03 Consequential Expenses

Should Articles 36.01 or 36.02 become applicable, the parties shall consult on consequential expenses such as temporary travel allowances, altered work hours and relocation expenses. If the parties are unable to agree, the outstanding issues will be referred to an independent third party for arbitration for a final and binding settlement.

ARTICLE 37 - CONTINUANCE OF OPERATIONS

37.01 No Strike

There shall be no strike, including a cessation of work or a refusal to work, by employees during the life of this Agreement.

37.02 No Lockout

There shall be no lockout of employees during the life of this Agreement.

37.03 Punctual and Regular Attendance

Both parties will attempt to secure punctual and regular attendance at work.

ARTICLE 38 - CASUAL EMPLOYEE BENEFITS

38.01 12% in Lieu of Benefits

A casual employee shall be paid at an hourly rate which is twelve percent (12%) greater than the step in the classification for which the employee is employed. This calculation allows for pay in lieu of vacation, holidays and sick leave.

38.02 Increments

Casual employees shall be granted a pay increment to the next step in pay range on the completion of each nineteen hundred and fifty (1950) hours worked in the same classification, provided the maximum rate has not been reached.

38.03 Work on a Holiday

Notwithstanding Article 38.01, a casual employee who works on a holiday shall be paid the holiday premium rate for the first seven and one-half (7.5) hours worked or eleven and one-quarter (11.25) hours worked, depending on the length of the regular shift, and double time for all hours in excess.

38.04 Protective Equipment and Identifiable Uniforms

- (a) Casual employees, who have completed six hundred and fifty (650) paid hours in a fiscal year, shall be entitled to one (1) uniform under the provisions of Article 18.01, or one-half (½) of the uniform allowance under the provisions of Article 18.02 and one-half (½) of the safety footwear allowance under the provisions of Article 18.03.
- (b) Casual employees who have completed seven hundred and eighty (780) paid hours in a fiscal year are entitled to the provisions of Articles 18.01 - 18.03.
- (c) Article 18.04 (a) is applicable to casual employees.

38.05 Other Applicable Articles

Casual employees shall be subject to the following articles in this Agreement:

Union Recognition and Union Security - Article 4
Employee Rights - Article 8
Information - Article 9
Payment of Wages and Allowances - Article 11
Travel Allowances - Article 13
Hours of Work and Shift Work - Articles 14.01-14.06, 14.27, 14.31 and 14.32
Overtime, Standby and Callback - Articles 15.01 - 15.05
Safety and Health - Article 16
Grievance and Arbitration Procedures - Article 26

Development and Training Fund – Article 43.05 (eligibility and amount to be determined by joint committee)

Orientation - Article 44.02

38.06 Casual employees who have completed seven hundred and eighty (780) hours of paid hours in a fiscal year are entitled to the provisions of Article 22.05 (a) (ii).

ARTICLE 39 - CLASSIFICATION APPEAL PROCEDURE

39.01 Classification Review and Appeal Procedure

- (a) In order to maintain or update the classification system, the Employer may review classifications.
- (b) A classification review may be requested by an Employer or a permanent employee by preparing a description of the position on an approved position questionnaire with a cover letter specifying the reasons for the request.
- (c) A classification review request from an Employer shall be submitted directly to the Public Service Commission.
- (d) A classification review request from an employee shall be delivered to the employee's supervisor with a copy to the human resource manager and date stamped on the date of delivery. Within twenty (20) days of receiving the employee's request, the position questionnaire shall be reviewed and a decision will be made whether to forward to the Commission for review. All requests forwarded to the Commission must be signed by the supervisor, human resource manager and the Deputy Minister.
- (e) The Commission will review the classification of the position and notify the employee and Employer of its decision within forty-five (45) days of receiving the request.

39.02 Pay on Reclassification

- (a) An employee whose position is reclassified to a higher level classification shall be promoted and paid in accordance with Article 11.
- (b) An employee whose position is reclassified to a classification with a lower maximum rate of pay than the employee's current rate of pay shall retain the current rate of pay until such time as the rate for the new classification matches the current rate.
- (c) The effective date of reclassification shall not be more than sixty (60) days retroactive from the date the employee request was signed by the supervisor or the Employer request was submitted to the Commission.

39.03 Appeal Process

- (a) A Classification Appeal Board consisting of one (1) member appointed by the Union, one (1) member appointed by the Employer and a mutually agreeable chairperson. Members shall be named for a two (2) year period.
- (b) An Employer or a permanent employee may appeal the decision of the Commission with respect to classification of a position to the Classification Appeal Board within fifteen (15) days of receipt of the decision.
- (c) An appeal to the Board shall be made in writing to the chairperson specifying the reasons for the appeal and the appellant shall send a copy of the appeal to the Commission.
- (d) An appeal shall not be considered by the Board unless the decision of the Commission was reviewed by the appellant with a designated employee of the Commission prior to the filing of the appeal.
- (e) The Commission shall provide the chairperson of the Board with all documentation in the Commission's possession with respect to the appeal.
- (f) The Board shall review the appeal in a timely manner and may hold a hearing.
- (g) The Board shall communicate its decision in writing, giving sufficient reasons therefore to the parties within thirty (30) days of reviewing the appeal.
- (h) A decision of the majority of the Board on an appeal shall constitute the decision of the Board and shall be binding on the Commission, the Employer and the employee.
- (i) The Board shall not deal with an appeal on any position which has been considered by it within the previous twelve (12) months unless the appellant can demonstrate in writing that there has been a substantial change in the duties and responsibilities of the position since the position was last reviewed by the Board.

ARTICLE 40 - CLASSIFICATION SPECIFICATIONS

40.01 New or Revised Classification Specifications

The parties agree that when classification specifications are established for a new job classification within the bargaining unit, or when classification specifications for an existing job classification within the bargaining unit are changed, the Employer shall provide the Union with a copy of the classification specifications. The Union shall have the right to present written objection within thirty (30) days following which the Employer will arrange to hear the Union objection. After due consideration, the Employer shall either confirm or change the classification specifications and that decision is final.

ARTICLE 41 - EMPLOYER-EMPLOYEE CONSULTATION COMMITTEES

41.01 Establishment of Committees

Existing Labour Management Committees shall be maintained and, where requested, a new UPSE Labour Management Committee shall be established on a work site basis. Each Committee shall consist of at least two (2) representatives of the Union, selected by UPSE members, and equal representation of the Employer. These Committees shall enjoy the full support of both Parties in the interests of improved service to the public, and job security for the employees.

41.02 Chairperson of Committees

An Employer and a Union Representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

41.03 Function of Committees

Each Committee shall concern itself with the following general matters:

- (a) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- (b) improving and extending services to the public;
- (c) promoting safety and sanitary practices;
- (d) reviewing suggestions from employees, questions of working conditions and services (but not grievances concerned with service);
- (e) correcting conditions causing grievances and misunderstandings.

41.04 Meetings of Committees

The Committees shall meet at least quarterly, or at the call of the Chairperson.

41.05 Minutes of Meetings

Minutes of each meeting of a Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Committee Members, the Union and the Employer shall each receive signed copies of the minutes within seven (7) days following the meeting.

41.06 Jurisdiction of Committees

The Committees shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committees shall not supersede the activities of any other Committee of the Union or of the Employer and does

not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committees shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

41.07 Labour Management Relations Conference

The Employer shall allow the following members from the Union locals to attend the Annual Prince Edward Island Labour Management Relations Conference provided the Union submits a list of representatives two (2) weeks prior to the conference. The Union representative shall suffer no loss of wages or benefits while attending such functions:

East	3
Central	7
West	3

ARTICLE 42 - JOINT CONSULTATION

42.01 The Employer shall continue consulting with the Union on matters, other than day-to-day management and operational requirements, which affect or might reasonably affect the terms and conditions of employment of employees covered by this Agreement. The intent and expectation of this provision is that consultation will occur at a senior level with respect to planning and significant workplace changes and initiatives which affect or might reasonably affect the bargaining unit as a whole. The parties are directed to meet within thirty (30) days of the signing date of this Agreement and agree upon the guidelines for the application of this provision.

42.02 Correspondence

Except where otherwise provided, official communication in the form of correspondence shall be between the **Chief Executive Officer**, or designate, and the President of the Union. The **Chief Executive Officer** must advise the Union in writing if a designated person is authorized to communicate on his/her behalf.

ARTICLE 43 – STAFF DEVELOPMENT AND TRAINING

43.01 Employer Support for Staff Development and Training

- (a) The Employer recognizes the necessity of staff development and training and may grant leave and financial assistance to employees in order to provide them with the opportunity to attend professional or technical seminars, workshops and short courses sponsored or approved by the Employer.
- (b) An employee may at any time apply for staff development and training setting out the nature of the proposed development or training along with such information as may be requested.

43.02 **Union Representation on Staff Development and Training Committees**

The Union shall have representation on all worksite, divisional or Employer based Staff Development and Training Committees.

43.03 **Mandatory Training**

- (a) Where the Employer requires employees to participate in a course, seminar or workshop, whether in-service or out-of service, all costs related to the training shall be paid by the Employer and salary and benefits shall be maintained.
- (b) If such courses, seminars or workshops occur outside of the employee's scheduled hours of work, **participation in such courses, seminars or workshops shall be considered time worked, for all purposes.**

43.04 **Courses, Workshops or Meetings**

- (a) Paid leave to attend education workshops, training courses or professional meetings for a period of not less than six (6) hours shall be considered a full working day.
- (b) For twelve (12) hour shift employees paid leave to attend educational workshops, training courses, or professional meetings for a period of not less than six (6) hours shall be considered a seven and one-half (7.5) hour work day. The remaining three and three-quarters (3.75) hours shall be worked on the same day as the educational workshop, training course, or professional meeting day unless it is mutually agreed otherwise.
- (c) No employee shall suffer a loss of pay as a result of time spent in or travelling to and from education workshops, training courses or professional meetings.

43.05 **Development and Training Fund**

- (a) The parties agree that a Joint Committee will administer the Development and Training Fund.
- (b) The Employer agrees that the Union can appoint two (2) representatives to serve on this committee.
- (c) **Effective April 1, 2012**, the Employers shall make a contribution of **\$250,000** to a Development and Training Fund for the UPSE bargaining unit. The contribution for **April 1, 2013 shall be \$250, 000; April 1, 2014 -\$275,000; April 1, 2015 - \$275,000 and for April 1, 2016 shall be \$275,000.** These annual contributions shall be in addition to the normal established training funds provided by each Employer for mandatory and other Employer initiated training.

ARTICLE 44 - ORIENTATION

44.01 Permanent and Temporary Employees

The Employer shall provide each permanent and temporary employee new to the Employer with a paid orientation program.

44.02 Casual Employees

The Employer shall provide each new casual employee hired at a worksite with a paid orientation program of not less than three (3) seven and one-half (7.5) hour work periods.

ARTICLE 45 - MEETINGS ON EMPLOYER PROPERTY

45.01 Permission may be granted by the Employer for Union meetings to be held on the Employer's property.

ARTICLE 46 - DRESSING ROOMS

46.01 Adequate dressing rooms with standard size lockers and sitting areas that currently exist shall continue to be provided, if the physical facilities permit.

ARTICLE 47 - EMERGENCY SITUATIONS

47.01 Employees covered by this Agreement shall report to duty when an emergency has been declared by the Deputy Minister or delegate. Emergency shall mean any situation where the good and welfare of the patients/clients or the Employer require such measures or where the community is threatened.

ARTICLE 48 - DISASTER PLAN EXERCISES

48.01 Participation in the Disaster Plan Exercises organized by the Emergency Measures Organization or the Employer shall be considered a responsibility of both the Employer and its employees as a matter of good citizenship in the public interest. Employees who are not on duty when the exercise occurs are expected to volunteer their services for this purpose. No disciplinary action shall be taken against any employee as a result of the wording of this Article.

ARTICLE 49 - PREMIUM PAY

49.01 There shall be no more than one premium paid for the same hours worked.

ARTICLE 50 - AGREEMENT AMENDMENTS

50.01 This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice.

ARTICLE 51 – DUTY TO ACCOMMODATE

Duties of the Parties

- 51.01 The Employer acknowledges its duty to accommodate employees with disabilities in the manner and to the extent required by the Prince Edward Island *Human Rights Act*. The Employer further agrees to continue its practice of accommodating work spaces to the needs of employees with disabilities.
- 51.02 The Union acknowledges its duty to co-operate and assist the Employer in developing accommodation options for an employee.
- 51.03 The disabled employee has a duty to co-operate and assist the Employer in developing an accommodation.

Accommodation Process

- 51.04 (a) In exploring accommodation options, the parties shall first determine whether reasonable modifications of duties, methods or the work environment will enable the disabled employee to perform the essential functions of his or her current position.
- (b) Where no reasonable modifications are available, accommodation may include but not limited to, reduction in hours of work, change in a work unit or site, provisions of tools or equipment, in-service training or assignment to a vacant position for which he/she is deemed qualified and the duties are within his/her capabilities.

ARTICLE 52 - TERM OF AGREEMENT AND RETROACTIVITY

- 52.01 This Agreement constitutes the entire agreement between the parties and shall be in effect for a term beginning **April 1, 2012 to March 31, 2017** and shall be automatically renewed thereafter for successive periods of twelve (12) months. This Agreement shall be in effect from year to year unless either party requests the negotiation of a new agreement by giving written notice to the other party not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.
- 52.02 All employees working on a permanent, temporary, or casual basis, between **April 1, 2012** and the signing of the Agreement whether working or not at the time of signing of the Agreement, shall be paid retroactive pay. Schedule A-1 (Rates of Pay) adjustments shall be paid retroactive to **April 1, 2012**. Article 13.03 shall be effective on **April 1, 2012**. Other articles shall come into effect on the signing date.

IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper officers in that behalf.

DATED at Charlottetown, Prince Edward Island, this 12 day of July 2013.

For the Health
Negotiation Committee

K.A.D.

Karen Fraser

For the PEI Union of
Public Sector Employees

Deborah Boyer

Kevin J. Lott

SCHEDULE A-1 - RATES OF PAY							
Classification Titles & Pay Levels	Effective Dates	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 8							
Addiction Worker 8	April 1, 2012					18.98	19.69
Resident Care Worker 8	April 1, 2013					19.17	19.89
Patient Care Worker 8	April 1, 2014					19.36	20.09
	April 1, 2015					19.55	20.29
	April 1, 2016					19.94	20.69
	October 1, 2016					20.34	21.11
Level 9	April 1, 2012					19.94	20.77
Home Support Worker 9	April 1, 2013					20.14	20.98
Fit Tester	April 1, 2014					20.34	21.19
OT/Activity Worker 9	April 1, 2015					20.54	21.40
Day Program Worker	April 1, 2016					20.96	21.83
	October 1, 2016					21.37	22.27
Level 10	April 1, 2012				20.21	21.10	21.99
Food Service Manager 10	April 1, 2013				20.41	21.31	22.21
OT/Activity Worker 10	April 1, 2014				20.62	21.52	22.43
Social Service Worker 10	April 1, 2015				20.82	21.74	22.65
	April 1, 2016				21.24	22.17	23.11
	October 1, 2016				21.66	22.62	23.57
Level 10A	April 1, 2012				21.88	22.84	23.80
LPN	April 1, 2013				22.10	23.07	24.04
	April 1, 2014				22.32	23.30	24.28
	April 1, 2015				22.54	23.53	24.52
	April 1, 2016				22.99	24.00	25.01
	October 1, 2016				23.45	24.48	25.51
Level 11	April 1, 2012				21.48	22.41	23.35
Family Service Worker 11	April 1, 2013				21.69	22.63	23.58
OT/Activity Worker 11	April 1, 2014				21.91	22.86	23.82
Social Service Worker 11	April 1, 2015				22.13	23.09	24.06
	April 1, 2016				22.57	23.55	24.54
	October 1, 2016				23.02	24.02	25.03
Level 12	April 1, 2012			21.79	22.81	23.76	24.78
Development Worker 12	April 1, 2013			22.01	23.04	24.00	25.03
Food Service Manager 12	April 1, 2014			22.23	23.27	24.24	25.28
Housekeeping Supervisor 12	April 1, 2015			22.45	23.50	24.48	25.53
OT/Activity Worker 12	April 1, 2016			22.90	23.97	24.97	26.04
Social Service Worker 12	October 1, 2016			23.36	24.45	25.47	26.56
Orthopedic Technologist							

SCHEDULE A-1 - RATES OF PAY							
Classification Titles & Pay Levels	Effective Dates	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 13	April 1, 2012		22.15	23.22	24.26	25.34	26.40
Development Worker 13	April 1, 2013		22.37	23.45	24.50	25.60	26.67
OT/Activity Worker 13	April 1, 2014		22.59	23.69	24.75	25.85	26.93
Social Service Worker 13	April 1, 2015		22.82	23.92	24.99	26.11	27.20
	April 1, 2016		23.28	24.40	25.49	26.63	27.75
	October 1, 2016		23.74	24.89	26.00	27.16	28.30
Level 14	April 1, 2012	22.52	23.66	24.79	25.88	27.03	28.15
Chef 14	April 1, 2013	22.74	23.90	25.04	26.14	27.30	28.43
Food Service Manager 14	April 1, 2014	22.97	24.14	25.29	26.40	27.57	28.71
Social Service Worker 14	April 1, 2015	23.20	24.38	25.54	26.67	27.85	29.00
Supervising Homemaker 14	April 1, 2016	23.66	24.87	26.05	27.20	28.41	29.58
	October 1, 2016	24.14	25.37	26.57	27.75	28.98	30.17
Level 14A	April 1, 2012	24.03	25.18	26.34	27.44	28.59	29.72
Dental Hygienist 14	April 1, 2013	24.27	25.44	26.60	27.71	28.88	30.02
	April 1, 2014	24.51	25.69	26.87	27.99	29.17	30.32
	April 1, 2015	24.76	25.95	27.13	28.27	29.46	30.62
	April 1, 2016	25.25	26.47	27.68	28.83	30.05	31.24
	October 1, 2016	25.76	27.00	28.23	29.41	30.65	31.86
Level 15	April 1, 2012	23.86	25.05	26.26	27.45	28.64	29.86
Chef 15	April 1, 2013	24.10	25.30	26.53	27.73	28.93	30.15
Education Officer 15	April 1, 2014	24.34	25.55	26.79	28.00	29.22	30.46
Program Officer 15	April 1, 2015	24.58	25.81	27.06	28.29	29.51	30.76
Professional Officer 15	April 1, 2016	25.07	26.33	27.60	28.85	30.10	31.38
Psychometrician 15	October 1, 2016	25.58	26.85	28.15	29.43	30.70	32.00
Regulatory Inspector 15							
Social Service Worker 15							
Level 15A	April 1, 2012	24.34	25.55	26.79	28.00	29.22	30.45
Social Worker 15A	April 1, 2013	24.58	25.81	27.06	28.28	29.51	30.76
	April 1, 2014	24.83	26.06	27.33	28.57	29.80	31.07
	April 1, 2015	25.07	26.33	27.60	28.85	30.10	31.38
	April 1, 2016	25.58	26.85	28.15	29.43	30.70	32.00
	October 1, 2016	26.09	27.39	28.71	30.02	31.32	32.64
Level 16	April 1, 2012	25.08	26.36	27.64	28.86	30.15	31.38
Hospital Librarian 16	April 1, 2013	25.33	26.62	27.91	29.15	30.45	31.70
Professional Officer 16	April 1, 2014	25.59	26.89	28.19	29.44	30.75	32.01
Program Officer 16	April 1, 2015	25.84	27.16	28.47	29.73	31.06	32.33
Regulatory Inspector 16	April 1, 2016	26.36	27.70	29.04	30.33	31.68	32.98
Social Service Worker 16	October 1, 2016	26.89	28.26	29.63	30.94	32.32	33.64
Supervising Homemaker 16							

SCHEDULE A-1 - RATES OF PAY							
Classification Titles & Pay Levels	Effective Dates	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 16A	April 1, 2012	25.58	26.89	28.19	29.44	30.75	32.01
Social Worker 16A	April 1, 2013	25.84	27.16	28.47	29.73	31.06	32.33
	April 1, 2014	26.10	27.43	28.76	30.03	31.37	32.65
	April 1, 2015	26.36	27.70	29.04	30.33	31.68	32.98
	April 1, 2016	26.89	28.26	29.63	30.94	32.32	33.64
	October 1, 2016	27.42	28.82	30.22	31.55	32.96	34.31
Level 17	April 1, 2012	26.49	27.79	29.13	30.42	31.76	33.10
Professional Officer 17	April 1, 2013	26.75	28.07	29.42	30.72	32.08	33.44
Program Officer 17	April 1, 2014	27.02	28.35	29.72	31.03	32.40	33.77
Social Service Worker 17	April 1, 2015	27.29	28.63	30.01	31.34	32.72	34.11
	April 1, 2016	27.84	29.20	30.61	31.97	33.38	34.79
	October 1, 2016	28.39	29.79	31.23	32.61	34.05	35.49
Level 17A	April 1, 2012	27.02	28.34	29.71	31.03	32.40	33.77
Dietitian 17A	April 1, 2013	27.29	28.63	30.01	31.34	32.72	34.10
Social Worker 17A	April 1, 2014	27.56	28.91	30.31	31.65	33.05	34.44
	April 1, 2015	27.84	29.20	30.61	31.97	33.38	34.79
	April 1, 2016	28.39	29.79	31.23	32.61	34.05	35.49
	October 1, 2016	28.96	30.38	31.85	33.26	34.73	36.19
Level 18	April 1, 2012	27.85	29.27	30.68	32.04	33.43	34.84
Hospital Chaplain 18	April 1, 2013	28.13	29.56	30.99	32.36	33.76	35.18
Planning Officer 18	April 1, 2014	28.41	29.86	31.30	32.69	34.10	35.54
Professional Officer 18	April 1, 2015	28.70	30.16	31.61	33.01	34.44	35.89
Program Officer 18	April 1, 2016	29.27	30.76	32.24	33.67	35.13	36.61
Social Service Worker 18	October 1, 2016	29.86	31.38	32.89	34.35	35.83	37.34
Level 18E	April 1, 2012	35.87	37.51	39.16	40.80	42.44	44.08
Psychologist 18E	April 1, 2013	36.23	37.89	39.55	41.20	42.86	44.52
	April 1, 2014	36.59	38.27	39.94	41.62	43.29	44.96
	April 1, 2015	36.96	38.65	40.34	42.03	43.72	45.41
	April 1, 2016	37.70	39.42	41.15	42.87	44.60	46.32
	October 1, 2016	38.45	40.21	41.97	43.73	45.49	47.25
Level 18F	April 1, 2012	28.41	29.86	31.29	32.68	34.10	35.53
Social Worker 18F	April 1, 2013	28.69	30.16	31.61	33.01	34.44	35.89
	April 1, 2014	28.98	30.46	31.92	33.34	34.78	36.25
	April 1, 2015	29.27	30.76	32.24	33.67	35.13	36.61
	April 1, 2016	29.86	31.38	32.89	34.35	35.83	37.34
	October 1, 2016	30.45	32.00	33.54	35.03	36.55	38.09

SCHEDULE A-1 - RATES OF PAY							
Classification Titles & Pay Levels	Effective Dates	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 18A	April 1, 2012	44.80	46.22	47.61	49.01	50.39	51.79
Pharmacist 18A	April 1, 2013	45.24	46.69	48.09	49.50	50.90	52.31
	April 1, 2014	45.70	47.15	48.57	49.99	51.41	52.83
	April 1, 2015	46.15	47.63	49.05	50.49	51.92	53.36
	April 1, 2016	47.08	48.58	50.03	51.50	52.96	54.43
	October 1, 2016	48.02	49.55	51.03	52.53	54.02	55.51
Level 18D	April 1, 2012	31.83	33.46	35.06	36.61	38.22	39.81
Audiologist 18D	April 1, 2013	32.15	33.79	35.41	36.98	38.60	40.20
Speech Language Pathologist 18D	April 1, 2014	32.47	34.13	35.76	37.35	38.98	40.61
	April 1, 2015	32.80	34.47	36.12	37.72	39.37	41.01
	April 1, 2016	33.45	35.16	36.84	38.48	40.16	41.83
	October 1, 2016	34.12	35.86	37.58	39.25	40.96	42.67
Level 19	April 1, 2012	29.49	30.98	32.44	33.93	35.40	36.88
Professional Officer 19	April 1, 2013	29.78	31.29	32.77	34.27	35.75	37.25
Program Officer 19	April 1, 2014	30.08	31.60	33.10	34.61	36.11	37.62
	April 1, 2015	30.38	31.92	33.43	34.95	36.47	38.00
	April 1, 2016	30.99	32.56	34.10	35.65	37.20	38.76
	October 1, 2016	31.61	33.21	34.78	36.37	37.95	39.53
Level 19C	April 1, 2012	37.51	39.23	40.96	42.68	44.40	46.12
Psychologist 19C	April 1, 2013	37.89	39.63	41.37	43.10	44.84	46.58
	April 1, 2014	38.26	40.02	41.78	43.54	45.29	47.05
	April 1, 2015	38.65	40.42	42.20	43.97	45.75	47.52
	April 1, 2016	39.42	41.23	43.04	44.85	46.66	48.47
	October 1, 2016	40.21	42.06	43.90	45.75	47.59	49.44
Level 19D	April 1, 2012	30.08	31.60	33.09	34.61	36.11	37.62
Social Worker 19D	April 1, 2013	30.38	31.92	33.42	34.95	36.47	38.00
	April 1, 2014	30.68	32.24	33.76	35.30	36.83	38.38
	April 1, 2015	30.99	32.56	34.10	35.65	37.20	38.76
	April 1, 2016	31.61	33.21	34.78	36.37	37.95	39.53
	October 1, 2016	32.24	33.87	35.47	37.09	38.70	40.33
Level 19A	April 1, 2012	33.69	35.42	37.13	38.75	40.45	42.12
Speech Language Pathologist 19A	April 1, 2013	34.03	35.78	37.51	39.13	40.85	42.55
	April 1, 2014	34.37	36.13	37.88	39.52	41.26	42.97
	April 1, 2015	34.71	36.50	38.26	39.92	41.67	43.40
	April 1, 2016	35.40	37.23	39.02	40.72	42.51	44.27
	October 1, 2016	36.11	37.97	39.80	41.53	43.36	45.15

SCHEDULE A-1 - RATES OF PAY							
Classification Titles & Pay Levels	Effective Dates	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 19E	April 1, 2012	46.47	47.97	49.42	50.90	52.39	53.86
Pharmacy Clinical Coordinator	April 1, 2013	46.94	48.45	49.91	51.41	52.92	54.39
	April 1, 2014	47.41	48.93	50.41	51.92	53.45	54.94
	April 1, 2015	47.88	49.42	50.92	52.44	53.98	55.49
	April 1, 2016	48.84	50.41	51.93	53.49	55.06	56.60
	October 1, 2016	49.82	51.42	52.97	54.56	56.16	57.73
Level 20	April 1, 2012	31.24	32.81	34.39	35.95	37.51	39.08
Program Officer 20	April 1, 2013	31.55	33.14	34.74	36.31	37.89	39.47
Professional Officer 20	April 1, 2014	31.87	33.47	35.08	36.67	38.26	39.87
	April 1, 2015	32.19	33.81	35.43	37.04	38.65	40.26
	April 1, 2016	32.83	34.48	36.14	37.78	39.42	41.07
	October 1, 2016	33.49	35.17	36.87	38.54	40.21	41.89
Level 20B	April 1, 2012	43.52	45.54	47.57	49.59	51.61	53.64
Psychologist 20B	April 1, 2013	43.96	46.00	48.04	50.09	52.13	54.17
	April 1, 2014	44.40	46.46	48.52	50.59	52.65	54.71
	April 1, 2015	44.84	46.92	49.01	51.09	53.18	55.26
	April 1, 2016	45.74	47.86	49.99	52.11	54.24	56.37
	October 1, 2016	46.65	48.82	50.99	53.16	55.33	57.49
Level 20C	April 1, 2012	31.87	33.47	35.08	36.67	38.26	39.86
Social Worker 20C	April 1, 2013	32.19	33.80	35.43	37.04	38.64	40.26
	April 1, 2014	32.51	34.14	35.79	37.41	39.03	40.66
	April 1, 2015	32.83	34.48	36.14	37.78	39.42	41.07
	April 1, 2016	33.49	35.17	36.87	38.54	40.21	41.89
	October 1, 2016	34.16	35.88	37.60	39.31	41.01	42.73
Level 20A	April 1, 2012	48.22	49.76	51.33	52.89	54.44	56.00
Pharmacist 20A	April 1, 2013	48.70	50.26	51.85	53.42	54.99	56.56
	April 1, 2014	49.19	50.76	52.37	53.96	55.54	57.13
	April 1, 2015	49.68	51.27	52.89	54.50	56.09	57.70
	April 1, 2016	50.67	52.30	53.95	55.59	57.21	58.85
	October 1, 2016	51.68	53.34	55.03	56.70	58.36	60.03
Level 21	April 1, 2012	32.71	34.35	35.99	37.62	39.26	40.89
Professional Officer 21	April 1, 2013	33.04	34.69	36.35	37.99	39.66	41.30
Health Information Coordinator 21	April 1, 2014	33.37	35.04	36.72	38.37	40.05	41.71
	April 1, 2015	33.71	35.39	37.09	38.76	40.45	42.13
	April 1, 2016	34.38	36.10	37.83	39.53	41.26	42.97
	October 1, 2016	35.07	36.82	38.58	40.32	42.09	43.83

SCHEDULE A-1 - RATES OF PAY							
Classification Titles & Pay Levels	Effective Dates	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 21A	April 1, 2012	45.18	47.29	49.40	51.50	53.61	55.71
Psychologist 21A	April 1, 2013	45.64	47.76	49.89	52.02	54.14	56.27
	April 1, 2014	46.09	48.24	50.39	52.54	54.69	56.83
	April 1, 2015	46.55	48.72	50.89	53.06	55.23	57.40
	April 1, 2016	47.48	49.70	51.91	54.12	56.34	58.55
	October 1, 2016	48.43	50.69	52.95	55.21	57.46	59.72
Level 22	April 1, 2012	34.22	35.93	37.64	39.36	41.06	42.78
Professional Officer 22	April 1, 2013	34.56	36.29	38.02	39.75	41.47	43.21
	April 1, 2014	34.91	36.65	38.40	40.15	41.89	43.64
	April 1, 2015	35.26	37.02	38.78	40.55	42.30	44.08
	April 1, 2016	35.96	37.76	39.56	41.36	43.15	44.96
	October 1, 2016	36.68	38.51	40.35	42.19	44.01	45.86

SCHEDULE B

DEFERRED SALARY PLAN

1. Description

- (a) The Deferred Salary Plan shall afford employees the opportunity to take up to a one (1) year leave of absence, and, through deferral of salary, finance the leave.
- (b) An Employer and employee may enter into a variation of this plan by mutual consent provided the variation is permitted under the *Income Tax Act* of Canada.

2. Qualifications

Any permanent or probationary employee working fifty percent (50%) and over with an Employer is eligible to participate in the Plan.

3. Application

- (a) An employee must make written application to the Employer on or before January 31 of the year the salary deferral is to commence, requesting permission to participate in the Plan. An Employer may waive the deadline of January 31 under special circumstances.
- (b) Written acceptance or denial of the employee's request, with explanation, will be forwarded to the employee by April 1 in the year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employer.

4. Salary Deferral

- (a) In each year or portion of a year of participation in the Plan preceding the leave, an employee shall be paid a reduced percentage of regular salary. The remaining percentage shall be deferred and this accumulated amount plus interest earned shall be paid to the employee during the leave.
- (b) The salary deferred shall be deposited in a deposit account in trust for each employee.
- (c) During the leave the Employer shall pay to the employee the total of the deferred income plus all accrued interest in installments conforming to the regular pay periods.

5. Benefits

- (a) The employee shall be eligible to maintain his/her group insurance benefits during the leave. The group life benefit will continue to be cost shared by the Employer.
- (b) During the leave of absence the employee does not accumulate vacation, sick leave or any other benefits which accrue based on paid hours.
- (c) Seniority shall not accumulate during the leave.
- (d) The employee shall have pension contributions deducted on salary or deferred income received in each period of participation in the Plan.
- (e) Where permitted by the applicable pension plan, the employee shall have the option of contributing the difference between the amount of pension deducted and the amount that would have been deducted had the employee drawn full salary. The Employer shall match these optional contributions.

6. Withdrawal from the Plan

- (a) An employee may withdraw from the Plan any time prior to taking the leave of absence. Upon withdrawal, all the deferred salary plus accumulated interest shall be paid to the employee within sixty (60) days of notification of withdrawal from the Plan.
- (b) In the event that a suitable replacement cannot be obtained for an employee who has been granted leave, the Employer may defer the leave. In this instance, an employee may choose to remain in the Plan or he/she may withdraw and receive all the deferred salary plus accumulated interest to the date of withdrawal. Repayment shall be made within sixty (60) days of the date of withdrawal from the Plan.
- (c) Should an employee die while participating in the Plan, all the deferred salary plus accumulated interest at the time of death shall be paid to the employee's beneficiary.
- (d) An employee who has had his/her employment terminated by the Employer shall be required to withdraw and shall be paid all deferred salary plus accumulated interest to the date of withdrawal. Repayment shall be made within sixty (60) days of the date of withdrawal from the Plan.

7. Deferral of Leave

If the leave is deferred past the intended date of commencement, all deferred salary plus accumulated interest shall continue to accumulate interest until the leave of absence is granted.

8. Return from Leave

- (a) On return from leave, an employee shall return to his/her previous position.
- (b) An employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefits that would have been received had the leave of absence not been taken.

9. Effective Date

Employees approved for deferred salary leave plans prior to the signing date of this agreement shall continue to be covered by the provisions of the deferred salary leave plans in their previous collective agreements.

SCHEDULE C

JOB SHARING

The conditions for job sharing are as follows:

1. The Union and the Employer agree that job sharing shall mean the equal sharing of one (1) full-time permanent position by two (2) permanent employees.
2. Job sharing shall only be initiated by interested full-time permanent employees and shall require the approval of the Union and the Employer before implementation.
3. The position to be job shared shall be maintained as a permanent position and there shall be no reduction in the total working hours of the position.
4. Any employee who wishes to initiate a job sharing arrangement shall seek a full-time permanent employee within the same classification who may be agreeable to job sharing his/her position. The employees shall then make a written request to the Employer identifying the position to be shared.
5. The Employer shall provide a copy of the job sharing request to the Union.
6. Approval of a job sharing request will not be unreasonably withheld by either the Union or the Employer.
7. During the job sharing arrangement, both employees will continue to earn wages and benefits applicable to the position on a pro-rata basis.
8. In the event an employee is absent from work due to a leave of absence or sickness, the other employee shall be given the option of assuming the job shared position on a temporary basis until the absent employee returns or have the Employer post the vacated portion of the position as a temporary position. The remaining employee shall be expected to perform the duties of the position until a successful applicant has been chosen. If the Employer is unable to fill the temporary position, the remaining employee shall fill the job shared position.
9. In the event an employee vacates his/her portion of the job shared position for a reason other than that outlined in section 8, the remaining employee shall assume the duties of the position on a permanent basis. This shall continue until the remaining employee enters into a new job sharing arrangement, obtains other employment with the Employer or leaves the employ of the Employer.
10. Prior to any employee entering into a job sharing arrangement, such employee shall be fully apprised of the terms and conditions of this Agreement by the Employer.

SCHEDULE D

LINE SHARING

The conditions for line sharing are as follows:

1. Line sharing will be used to allow full-time permanent employees the opportunity to temporarily reduce their hours of work for personal reasons.
2. Employees entering a line sharing arrangement shall be required to sign the Line Sharing Agreement. All approved Line Sharing Agreements shall be copied to the Union.
3. It is recognized that it is the Employer's right to approve employees for line sharing. The Union shall be advised in writing of any requests which have been denied.
4. Any of the parties to the Agreement (Employer, Union or employees) may at any time give one (1) month's notice of a desire to terminate the arrangement. In the event that employees in a line sharing agreement change positions or terminate employment, this Agreement shall be cancelled and the remaining employee shall revert to her original hours of work.
5. A single line sharing arrangement shall involve only two (2) employees both of whom must be in permanent positions in the same classification.
6. Line sharing shall be approved for periods of up to twenty-four months. Each line sharing agreement shall be reviewed and evaluated at the end of the approved period and may be extended provided that such extension does not prevent other full-time employees wishing to enter into a line sharing arrangement from doing so. However, no line sharing agreement shall extend beyond twenty-four (24) months without the mutual agreement of the Employer and the Union.
7. Full-time employees who enter into line sharing arrangements as an alternative to permanent part-time employment will be encouraged to apply for part-time positions as they become available.
8. It shall be the responsibility of an employee who wishes to reduce hours of work to secure a partner who wishes to increase hours of work and whose work schedule and qualifications are compatible. The partner must be from the same work unit, or must be familiar with the work unit of the permanent full time employee. In the event that more than one (1) employee is willing to increase hours, selection of the partner shall be on the basis of seniority.
9. (a) A full-time permanent employee who reduces his/her hours shall be considered, for purposes of group insurance benefits, to be temporarily occupying a part-time position and the levels of his/her group insurance coverage will not be reduced unless required by the Plan. Seniority, vacation leave, sick leave and statutory holiday leave entitlements will be based on actual paid hours.

- (b) If the full-time permanent employee has been contributing to the Civil Service Superannuation Plan, he/she shall continue to be covered by that pension plan during the period of reduced hours. The portion of the full-time permanent employee's position which is not worked may be considered as deemed pensionable service under the Civil Service Superannuation Plan if the employee elects to purchase the deemed service.
 - (c) The part-time permanent employee shall not increase his/her hours beyond 90% of a full-time position nor shall the full-time permanent employee reduce below 50% of a full-time position.
10. In the event that an application to line share does not conform to the conditions contained in this schedule, such application shall not be approved without the agreement of the Union.

LINE SHARING AGREEMENT

EMPLOYEES' REQUEST

I, _____, a _____
Employee #1 Name Classification
on _____ at _____
Work Unit Work Site

have requested permission to temporarily reduce my hours of work from _____ hours biweekly to _____ hours biweekly for the period of _____ months commencing _____. During the period that my hours are reduced, I understand that I will be considered a permanent full-time employee temporarily filling a part-time position. I have read Schedule D and I have been briefed on the effects this request will have. During the temporary period that I will work reduced hours, _____ will increase his/her hours from _____ hours biweekly to _____ hours biweekly.
Employee #2 Name

Employee #1 Signature Date

I, _____ have read the above and agree to the terms
Employee #2 Name
as detailed. I understand that I will remain a permanent part-time employee and that I will not be permitted to increase my hours to such an extent that it results in a change to full-time status.

Employee #2 Signature Date

PENSION OPTION

I, _____, do _____ do not _____ elect to purchase eligible deemed
Employee #1 Signature
service for purpose of pensionable service under the Civil Service Superannuation Act.

I, _____, do _____ do not _____ elect to purchase eligible deemed
Employee #2 Signature
service for purpose of pensionable service under the Civil Service Superannuation Act.

APPROVAL

Manager Date

cc: PEI UPSE
Personnel File
Pension Benefits Division, PEI Public Service Commission

SCHEDULE E

IMPLEMENTATION OF TWELVE HOUR SHIFTS

If the Employer and two thirds of the permanent and probationary shift employees in one or more units at a worksite mutually agree to implementing a twelve (12) hour shift rotation, then such project will be tried for approximately six (6) months. A committee consisting of two (2) representatives of the Employer, a Steward and an employee representative chosen by the employees shall coordinate the trial project. At the conclusion of the trial period, the Employer and two thirds of the permanent and probationary shift employees in each work unit must agree if a twelve (12) hour shift rotation is to be permanently implemented on a particular work unit.

These provisions shall remain in effect throughout the term of the agreement unless one party gives sixty (60) calendar days notice to the other party of intent to terminate these provisions. After the sixty (60) day notification period, the parties agree to meet to discuss the reasons for termination and to determine if other mutually acceptable arrangements can be made. It is the intent of the parties that every reasonable effort will be made to reach a mutually agreeable decision. A committee consisting of representatives as outlined in the preceding paragraph will meet to discuss the reasons for termination. Notice to terminate applies during and following the trial period.

SCHEDULE F

HISTORICAL REFERENCES FROM THE TRANSITIONAL DOCUMENT

For assistance in the administration of the Agreement, particularly Articles 27 and 28, the following articles from the Transitional Document between the parties regarding the transfer date of July 2, 1995 are reproduced for information purposes:

PROBATIONARY PERIOD

- TD 10.01 Employees who are probationary employees on the transfer date will complete their probationary period in accordance with the provisions of their previous collective agreement or the *Civil Service Act and Regulations*, whichever is applicable.
- TD 10.02 The following provisions shall apply to employees hired as probationary employees on or after the transfer date:
- (a) An employee hired for a permanent position shall be a probationary employee and shall undergo a probationary period. The probationary period shall be a period of six hundred (600) hours worked from the date of hiring as a probationary employee.
 - (b) The probationary period may be extended by a maximum of one hundred and fifty (150) hours worked provided such extension is considered necessary as a result of a performance appraisal. A written notice of the extension and a copy of the appraisal must be given to the employee prior to the expiry of the initial probationary period.

SENIORITY

- TD 11.01 **Transferred Permanent Employees**
- (a) On the transfer date, permanent employees who have been transferred into the new PEIUPSE bargaining unit will be credited with an amount of “transferred seniority” as follows:
 - (i) permanent employees formerly in the Civil Service bargaining unit will be credited with an amount of seniority which is equivalent to their “continuous service” earned in accordance with the provisions of their collective agreement up to the date of transfer; and
 - (ii) permanent employees other than those stated in TD Article 11.01 (a)(i) shall be credited with an amount of seniority which is

equivalent to their “seniority” earned under their respective collective agreements up to the date of transfer.

- (b) After the transfer date, seniority for transferred permanent employees means their service in the bargaining unit calculated in accordance with TD Article 11.03 as well as any transferred seniority credited in accordance with TD Article 11.01(a).

TD 11.02 Granting Seniority to Probationary Employees

- (1) After the transfer date, an employee who successfully completes the probationary period shall be granted seniority. This seniority shall include:
 - (a) the probationary period, and
 - (b) any service as a temporary employee provided the service as a temporary employee has been on a continuous basis immediately prior to the start of the probationary period.
- (2) For clarification purposes, the seniority granted under TD Article 11.02(1) shall include the following:
 - (a) if part of the probationary period or service as a temporary employee was in the former civil service bargaining unit, upon completion of the probationary period, the employee shall be credited with an amount of seniority which is equivalent to his/her continuous service in that bargaining unit up to the date of transfer,
 - (b) if part of the probationary period or service as a temporary employee was in the former General Hospitals bargaining units, upon completion of the probationary period, the employee shall be credited with an amount of seniority which is equivalent to his/her hours worked up to the transfer date, and
 - (c) if part of the probationary period and service as a temporary employee was in the former Addiction Agencies bargaining units, upon completion of the probationary period, the employee shall be credited with an amount of seniority which is equivalent to his/her hours worked up to the transfer date.
 - (d) “service as a temporary employee” in TD Article 11.02(2)(a) includes service as a relief or temporary employee prior to the transfer date, and in TD Article 11.02(2)(c) includes service as a casual employee prior to the transfer date.

MEMORANDUM OF AGREEMENT #1

PARKING FEES

The parties agree that parking fees for employees shall not be implemented during the term of this Agreement.

For the
PEI Union of Public Sector Employees

Deborah Bruyer

Kevin J. J. J.

Date July 12 / 2013

For the
Health Negotiation Team

K. A. T.

Date July 12 2013

MEMORANDUM OF AGREEMENT #2

RED-CIRCLED EMPLOYEES

The Employer and the Union agree that a single lump sum payment shall be processed effective April 1, 2009, and April 1 of each subsequent year for eligible employees in accordance with the following:

- (a) If on April 1 an employee's red-circled rate of pay exceeds the adjusted Step 6 rate of pay for the job, the employee will be paid a lump sum off-scale payment equivalent to one-half the rate of the economic adjustment pro-rated to hours worked in the previous fiscal year; or
- (b) If on April 1 an employee moves up from the red-circled rate to the new Step 6 rate for the job and this rate of increase is less than one-half the rate of increase of the economic adjustment, the employee will be paid an additional, off-scale lump sum payment prorated to hours worked in the previous fiscal year which together with the increase to the new job rate is equal to one-half the economic adjustment; or
- (c) If on April 1 an employee moves up from the red-circled rate to the new Step 6 rate for the job and this rate of increase equals or exceeds one-half the rate of the economic adjustment, no lump sum payment is payable.
- (d) For greater certainty the term "hours worked" as outlined in (a) and (b) means all regular hours paid and includes paid leave. Regular hours paid does not include overtime, standby, callback or shift premiums.
- (e) This lump sum payment shall be considered as salary for calculation of pensions.

For the
PEI Union of Public Sector Employees





Date July 12 2013

For the
Health Negotiation Team



Date July 12 2013

MEMORANDUM OF AGREEMENT #3

BETWEEN

**Health PEI
(Herein called the Employer)**

AND

**THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES
(Herein called the Union)**

GROUP INSURANCE PLANS CASUAL EMPLOYEES

The parties agree to submit a written request to the Public Sector Group Insurance Plan (“PSGIP”) Trustees to:

- 1. Determine the feasibility of casual employees being eligible to access group insurance plans on an employee paid basis.**
- 2. Identify the effect of their eligibility on premiums for employees currently participating in the plans;**
- 3. Identify the premium cost for casual employees if it is determined by the insurers that they are eligible to participate in the benefits.**

The parties will request the PSGIP Trustees to respond within six (6) months of the request. After receiving the available options from PSGIP, the Union and the Employer will meet to determine the most appropriate course of action.

SIGNED this 12 day of July, 2013.

**On Behalf of the Prince Edward Island
Union of Public Sector Employees**

Deborah Boyer
Kevin J. Hester

On Behalf of Health PEI

K. A. D.

MEMORANDUM OF AGREEMENT #4

BETWEEN

**HEALTH PEI
(Herein called the Employer)**

AND

**THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES
(Herein called the Union)**

GROUP INSURANCE LONG TERM DISABILITY COVERAGE UNTIL AGE 65

The parties agree to submit a written request to the Public Sector Group Insurance Plan (“PSGIP”) Trustees to:

- 1. Determine the feasibility of extending the age limitation of the current long term disability coverage to age 65;**
- 2. Identify the effect on eligibility and premiums for employees currently participating in the plans and for future employees.**

The parties will request the PSGIP Trustees to respond within six (6) months of the request. After receiving the available options from PSGIP, the Union and the Employer will meet to determine the most appropriate course of action.

SIGNED this 12 day of July, 2013.

**On Behalf of the Prince Edward Island
Union of Public Sector Employees**

Deborah Bevilacqua

Kevin J. Hoteau

On Behalf of Health PEI

K.A.T.

MEMORANDUM OF AGREEMENT #5

BETWEEN

**HEALTH PEI
(Herein called the Employer)**

AND

**THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES
(Herein called the Union)**

NO LAY OFF

- 1. No permanent employee shall be laid off during the life of this Agreement.**
- 2. (a) The Employer and the Union shall form a joint Employment Security Committee to establish a Protocol with the procedures which will apply if positions of employees become redundant or are relocated to different work sites during the life of this agreement;**
(b) The Employment Security Committee shall complete its work within 60 days of the date this Agreement takes effect and, if the Committee fails to do so, either the Employer or the Union may refer unresolved issues to binding arbitration by the interest arbitration Board presently constituted under the Labour Act comprised of Thomas Kuttner, Linda Power and Robert Dunn which shall reserve jurisdiction for that purpose.
- 3. The Employment Security Committee and the Protocol shall be governed by the following principles:**
 - (a) Where an employee whose position has become redundant or is to be relocated the Employer may transfer the employee to a position in the same classification with the same or greater guaranteed full time equivalent hours of work but may not transfer the employee, unless the employee consents, to a position which requires:**
 - (i) a fundamental change in her work schedule;**
 - (ii) a fundamental change in the nature of her work;**
 - (iii) travel to a new work site greater than 25 kilometers from her present work site.**

- (b) In selecting employees for job opportunities under this process, senior qualified employees in order of seniority shall be given preference in their choice of opportunities.
- (c) Where no suitable transfer is immediately available the employee shall be assigned work in her same classification with the same hours of work at her present work site until the Employer finds a suitable transfer.
- (d) An employee who is transferred and as a result must travel more than 10 kilometers further to get to work is eligible to claim reimbursement under Article 13.01 for the increase in distance travelled between the employee's residence and the new work site, for a period of 12 months.
- (e) The Employer will consult with the Union on all aspects of the administration of the Protocol and take reasonable measures to mitigate any hardship on employees caused by transfer or relocation.
- (f) The parties do not agree on whether employees may exercise the rights of an employee who has been given a notice of layoff, or on the meaning of "fundamental change" in subparagraphs 3(a)(i) and (ii). These issues will be reviewed by the joint Employment Security Committee and dealt with in interest arbitration if required.

SIGNED this 12 day of July, 2013.

On Behalf of the Prince Edward Island
Union of Public Sector Employees

Deborah Bowyer
Kevin J. Gately

On Behalf of Health PEI

K.A.D.

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

**HEALTH PEI
(Hereinafter called the "Employer")**

AND

**THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES
(Hereinafter called the "Union")**

HOME CARE CELL PHONE POLICY

The parties agree that the Employer will develop a standardized policy regarding the provision and use of cell phones for home support workers. The Employer will take into account the recent grievance settlement. Treasury Board policy, current work on the Working Alone policy and any other relevant policy currently being developed. The Employer agrees to apply the terms of the grievance settlement to all home support workers until such time as the policy is developed.

This policy is to be completed within nine (9) months of the signing of the collective agreement.

SIGNED this 12 day of July, 2013.

**On Behalf of the Prince Edward Island
Union of Public Sector Employees**

Deborah Bowyer

On Behalf of Health PEI

MAZ

MEMORANDUM OF UNDERSTANDING #2

RN REMAINING IN UPSE AS PIO (PRESENT INCUMBENT ONLY)

FOLLOWING JUNE 4, 2006 JURISDICTIONAL TRANSFERS

UNDER HEALTH AUTHORITIES EMPLOYEES ACT

The parties agree that the following employees have elected to remain in UPSE and are covered by the terms of this collective agreement on a present incumbent basis only, and will receive any corresponding wage adjustments negotiated for the bargaining unit. Additionally they will continue to benefit from the following articles:

Employees:

Amy Gaudet	Addictions, West, Supervisor, L19B
Colleen White	QEH, Nurse Supervisor, L19B

Articles Applicable:

15.07 Weekend Positions

- (a) Notwithstanding Article 15.17 (a), the Employer may create weekend Nurse positions. Employees shall be scheduled to work thirty (30) hours (part-time) each weekend and shall receive the equivalent of thirty-seven and one-half (37.5) hours pay (full-time). These positions shall be referred to hereafter as the “weekend positions”.
- (b) The weekend positions shall not attract weekend premium as set out in Article 15.32.
- (c) The wage premium (37.5 hours pay for 30 hours worked) shall be paid by increasing what would otherwise be the hourly rate for the position by twenty-five percent (25%).
- (d) All benefits shall accrue, except life insurance, on the same basis as a permanent part-time employee. The employee’s life insurance shall be on the same basis as a permanent full-time employee.
- (e) Shifts may be scheduled from the beginning of the day shift on Friday to the end of the Monday night shift inclusive.
- (f) Compensation for the extra shifts or overtime shall be on the same basis as for part-time employees as set out in the collective agreement based on the regular hourly rate and including shift differential and weekend premium if applicable.

- (g) Any employee replacing incumbents while on short term leave (eg. sick leave, vacation, bereavement, etc.) shall be compensated at the regular rate of pay, including associated premiums, in accordance with the collective agreement.

15.17 Weekends Off

- (b) Head Nurses shall have every weekend off if requested.

15.22 Posting of Shift Schedules and Staff Replacement

- (b) Once the shift schedule is posted as required under the provisions of Article 15.22 (a), depending on the number and needs of the residents at the time, employees absent from scheduled hours of work on approved leave will be replaced in the classification titles of Nurse Supervisor where such employees are required to provide direct care to residents.

15.31 Shift Premiums


- (a) Nurse Supervisors will receive a shift premium of \$2.50 per hour.

15.32 Weekend Premiums

- (a) Nurse Supervisors shall receive a weekend premium of \$1.50 per hour.

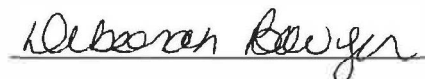
For the Health
Negotiation Committee






July 12, 2013

For the PEI Union of
Public Sector Employees





July 12, 2013

** Article numbers are referenced to the Collective Agreement in effect April 1, 2003 to March 31, 2006.

LETTER OF UNDERSTANDING # 1

APPLICATION OF ARTICLE 14.31 TO HILLSBOROUGH HOSPITAL

The shift premium pursuant to Article 14.31 shall be applied to those employees who work a twelve (12) hour shift scheduled from 9 a.m. to 9 p.m. or 10 a.m. to 10 p.m. at Hillsborough Hospital.

For the
PEI Union of Public Sector Employees

Norah Boyer

Kevin J. Hotee

Date

July 12, 2013

For the
Health Negotiation Team

MSA D

Date

July 17, 2017

LETTER OF UNDERSTANDING #2

ADDICTION SERVICES EMPLOYEE TRANSFER

The following shall apply to Addiction Services Employees of East Prince Health and Kings Health who through reorganization of Addiction Services are now required to travel to a second designated worksite in contrast to having only one designated worksite prior to the reorganization.

Transportation to the second designated worksite shall be provided by the Employer; otherwise, the Employer shall pay mileage to the employee. The mileage shall be based on the lesser of the distance from the first designated worksite to the second designated worksite or from the employee's home to the second designated worksite.

The foregoing shall apply to existing employees at the date of the reorganization (September 11, 2000) and specifically does not apply to employees hired in positions with more than one designated worksite.

For the
PEI Union of Public Sector Employees

Olivera Bauer

Kevin J. Golee

Date *July 12 2013*

For the
Health Negotiation Team

KAT

Date *July 12 2013*