

COLLECTIVE AGREEMENT

BETWEEN

**THE
REGIONAL HEALTH AUTHORITIES
OF PRINCE EDWARD ISLAND**

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS (LOCAL 942)**

APRIL 1, 1999 - MARCH 31, 2002

This Agreement made this _____ day of February, 2001

BETWEEN:

The Regional Authorities of Prince Edward Island (West Prince Health, East Prince Health, Queens Region Health, Southern Kings Health, and Eastern Kings Region), as represented in contract negotiation by the Health Negotiation Committee,

Party of the First Part;

AND:

The International Union of Operation Engineers, Local 942, representing the employees listed by classifications in Appendix "A",

Party of the Second Part.

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ARTICLE 1 - PREAMBLE

It is the purpose of both parties to this Agreement:

- 1.01 To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- 1.02 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services;
- 1.03 To encourage efficiency in operation;
- 1.04 To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 1.05 It is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - APPLICATION OF AGREEMENT

- 2.01 This Agreement applies to and is binding upon the Employer and its delegates and agents and the International Union of Operating Engineers Local 942.

ARTICLE 3 - DEFINITIONS

- 3.01 "Bargaining Unit" means all employees employed in classifications listed in Appendix "A" of this Agreement.
- 3.02 "Casual Employee" is an employee who is employed to work on a day-to-day basis as required and whose accumulated hours do not exceed seventy-five (75) hours per four-week period. Casual employees are not considered as filling permanent positions.
- 3.03 "Classification" means the position a person holds, as listed in Appendix "A" of this Agreement.
- 3.04 "Common-law spouse", as referred to in articles of this collective agreement, means a person, male or female, who lives with another person **as if that**

person were his/her spouse for a period of one year or more and includes same-sex partners.

- 3.05 "Department" means a working unit or service, as defined by the Employer.
- 3.06 "Employee" means any person in the bargaining unit who is employed by the Employer for remuneration.
- 3.07 "Employer" means a Regional Authority established pursuant to the Health And Community Services Act (the West Prince Regional Authority; The East Prince Regional Authority; the Queens Regional Authority; the Southern Kings Regional Authority; and the Eastern Kings Regional Authority).
- 3.08 "Permanent Full-Time employee" means an employee who works a normal schedule of hours as listed in Article 21 and who has completed the probationary period.
- 3.09 "Permanent Part-Time employee" is an 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 benefits of this Agreement on a pro rata basis.
- 3.10 "Probationary employee" means an employee as defined in Article 3.09 and 3.10 who has not completed the probationary period.
- 3.11 "Promotion" means an appointment by an Employer of an employee from one classification to another classification for which the employee gains greater satisfaction.
- 3.12 "Seniority" is the length of unbroken service from the last date of hire for a permanent full time employee and prorated for a permanent part-time employee. Seniority shall operate on an Employer-wide basis, i.e. by Region.
- 3.13 "Shift" means the normal consecutive working hours scheduled for each employee which occur in any 24-hour period. In each 24-hour period there will normally be three shifts, viz, day, evening, and night. The first shift of each day shall be the night shift. The day shift is defined as any shift which commences between the hours of 0500 and 1100.
- 3.14 "Shift Schedule" means a written statement setting forth the days and hours upon which the employees are required to work.
- 3.15 "Temporary employee" means a person who is employed to work for a specified period of time to fill a position which is vacant, due to the absence of a permanent employee through illness, accident, vacation or approved leave of

absence. **Subject to Union approval, the Employer may also post a temporary position for a special project or extra workload for a period of up to one year. Such approval is not to be unreasonably withheld.** Any position occupied by a temporary employee shall be assumed by the holder of the permanent position on her return to duty. If the position for which the temporary employee was hired becomes vacant, it shall be posted in accordance with Article 19 of this Agreement. The temporary employee shall have all rights and privileges of the collective agreement except seniority. Temporary employees are not considered as filling permanent positions. Should a temporary employee be hired in a permanent position without a break in their temporary employment, seniority shall be retroactive to the date of hire in the temporary position.

- 3.16 "Week-end" shall mean Saturday and Sunday.
- 3.17 "Shall" is imperative and "may" is permissive.
- 3.18 Words importing male persons include female persons and vice versa.
- 3.19 Words in the singular include the plural and words in the plural include words in the singular.

ARTICLE 4 - PROBATIONARY PERIOD

- 4.01 "Probationary Period" shall be a period of four hundred and eighty-seven and one-half (487.5) hours of work from the date of hiring in a permanent position. Upon completion of the probationary period, seniority shall be effective from the original date of employment.
- 4.02 The probationary period may be extended beyond the four hundred and eighty-seven and one-half (487.5) hours of work limit. A performance appraisal and written notice of the extension will be given to the employee prior to the extension period. Such extension shall not exceed **three** hundred (**300**) hours of work and shall not be renewable.
- 4.03 During their probationary period, employees shall benefit from all of the provisions of this Collective Agreement, except in respect to discharge.

ARTICLE 5 - RECOGNITION

- 5.01 The Employer recognizes the International Union of Operating Engineers Local 942 as the sole and exclusive collective bargaining agent for all of its employees covered by the classifications in Appendix "A" of this Collective Agreement.

- 5.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representatives which may conflict with the terms of this Collective Agreement.
- 5.03 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 which are mutually agreed upon by the parties.

ARTICLE 6 - RESPONSIBILITY FOR CONTINUANCE OF OPERATION

- 6.01 The Union agrees that during the life of this Agreement, there shall be no strikes, suspension or slowdown of work, picketing or any other interferences with the Employer's business and to this end the Union will take affirmative action to prevent any employee covered by this Agreement from going on strike or suspending or slowing down her work or picketing, or otherwise interfering with the Employer's business.
- 6.02 The Employer agrees that there shall be no lockout of employees during the life of this Agreement.
- 6.03 (a) The Union agrees to cooperate with the Employer in securing punctual and regular attendance at work, and to do all in its power to eliminate tardiness and absenteeism.
- (b) Except where permission has been obtained from the Employer, or is otherwise provided for in this Collective Agreement, the Union agrees that neither membership solicitation nor any other form of the union activity shall take place during the hours of work of the employee concerned. The Employer shall notify the Union of the name of his designate.

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.

These rights include but are not limited to the following:

- (a) to maintain efficiency and to make, alter, enforce, rules and regulations to be observed by employees;
- (b) to direct, hire, promote, demote, transfer, **evaluate performance**,

suspend, discipline, or dismiss employees, and to assign employees to shifts;

- (c) to schedule holidays, evaluate jobs, classify positions, and specify the employee's duties, and;
- (d) to manage its operations in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in its operations; to require suitable dress, to schedule the work and services to be provided and performed; to make, alter, and enforce regulations governing the use of materials, equipment, and services as may be deemed necessary in the interests of the safety and well-being of the public.
- (e) These rights shall not be exercised in a manner inconsistent with the expressed provision of this Agreement.
- (f) To maintain the competence of employees, management reserves the right to rotate staff on a routine basis at its discretion.

ARTICLE 8 - NO DISCRIMINATION

8.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his membership or activity in the Union or any other reason.

ARTICLE 9 - UNION SECURITY AND CHECK-OFF OF DUES

9.01 The Employer shall deduct each month from the salary due every employee an amount equal to the established monthly dues of the Union. Such monthly dues may be deducted proportionately on a bi-weekly basis.

9.02 The sums deducted pursuant to this Article shall be remitted to the treasurer of the Union prior to the 15th of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of the treasurer and of the amount of monthly dues from time to

time as changes occur. The Employer shall, within sixty (60) days of the signing of this Agreement, provide the Union with the list of those employees from whom deductions from their salary has been made. The monthly payment of deductions made shall be accompanied either by a full list of employees affected or a list giving additions and deletions.

- 9.03 The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.
- 9.04 The Employer shall print the amount of Union dues paid in the previous year on each employee's Income Tax (T-4) slip.
- 9.05 The Employer shall forward to the Union, by **December 1st** of each year, each **member's** name, birth date, home address, **status, job title, classification and work location.**

ARTICLE 10 - PRECEDENCE OF LEGISLATION

- 10.01 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement renders null and void, any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement. Either party may request the negotiation of a new provision by giving written notice to the other party within sixty (60) days of the law being proclaimed. Should such negotiations fail to achieve agreement, the Parties hereby agree to Binding Arbitration.

ARTICLE 11 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 11.01 As soon as reasonably possible after the signing of the contract, 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.
- 11.02 The cost of printing this Agreement in numbers sufficient for distribution to each party shall be borne equally by the Employer and the Union.
- 11.03 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 9, dealing with Union security and dues check-off.
- 11.04 On commencing employment, the employee's immediate Supervisor shall arrange to introduce the new employee to one of his or her union steward(s) or

unit representative(s) within the region.

11.05 The Employer shall forward to the Union office a list of all employees who have retired or resigned and of all newly hired employees together with their proper mailing addresses, within thirty (30) days of the said events.

11.06 The Employer shall provide a current casual list when requested.

ARTICLE 12 - CORRESPONDENCE

12.01 All correspondence between the parties shall pass to and from the Chief Executive Officer or delegate and the Business Representative of the Union.

ARTICLE 13 - EMPLOYER-EMPLOYEE CONSULTATION COMMITTEE

13.01 Establishment of Employer-employee Consultation Committee:

A Committee shall be established in each Region consisting of the following: two (2) Union representatives in West Prince, two (2) representatives in Eastern Kings, two (2) representatives in Southern Kings, four (4) representatives in the Queens Region and three (3) representatives in East Prince, and equal representation of the Employer. The committee shall enjoy the full support of both parties in the interest of improved service to the public, and job security for the employees.

13.02 Function of Employer-employee Consultation Committee:

The 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 employee.
- (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.

13.03 Meetings of Employer-employee Consultation Committee:

The Committee shall meet at least quarterly, or at the call of the Chair.

- 13.04 Chair of the Meeting:
An Employer and a Union representative shall be designated as joint **chairpersons** and shall alternate in presiding over meetings.
- 13.05 Minutes of Meetings:
Minutes of each meeting of the Committee shall be prepared and signed by the joint chair as promptly as possible after the close of the meeting. The Bargaining Unit, their representative, and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.
- 13.06 Jurisdiction of Committee:
The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee 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 Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 13.07 The Employer shall allow two (2) representatives from the bargaining unit in the West Prince Region, two (2) from the Eastern Kings Region, two (2) from the Southern Kings Region, four (4) from the Queens Region and three (3) from the East Prince Region to attend the Annual Prince **Edward** Island Labour Management Relations Conference without loss of pay or benefits.

ARTICLE 14 - EMPLOYER-EMPLOYEE BARGAINING COMMITTEE

- 14.01 The Union's Bargaining Committee shall be appointed by the Union and consist of not more than seven (7) members, excluding full-time representatives of the Union. The Union shall notify the Health Negotiation Committee of its members.
- 14.02 Employees designated pursuant to Article 14.01 shall have the right to attend all bargaining meetings with the Employer held within working hours without loss of remuneration or benefits. Each day at the bargaining table shall be considered seven and one-half (7.5) hours worked.
- 14.03 Education on the Job:
The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops and lectures to be held on the Employer's premises, if space is available during the employee's lunch period or following the regular work day.
- 14.04 The Employer shall not bargain with or enter into any agreement with an

employee or group of employees within the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

14.05 Function of Bargaining Committee:

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred by the Union's Bargaining Committee to the Employer for discussion and settlement.

14.06 Representative of Union:

The union shall have the right, at any time, to have the assistance of its representative when dealing or negotiating with the Employer. Such representative shall have escorted access to investigate and assist in the settlement of a grievance.

14.07 Meetings of Committee:

In the event either party wishes to call a bargaining meeting, the meeting shall be held not later than fourteen (14) calendar days after the request has been given.

14.08 Technical Information:

The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications and wage rates.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 For the purposes of this Agreement "grievance" shall be defined as 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.

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

(a) Step I

Within five (5) working days of the known grievance, the aggrieved employee, with a representative, shall meet with the **immediate supervisor or manager** at Step I in an attempt to resolve the dispute.

Step II

Failing satisfactory settlement of the grievance in Step I, the grievance

shall be referred in writing to the designated representative at Step II within five (5) working days of the reply to Step I. The designated representative shall render a decision within five (5) working days of being presented with the grievance.

Step III

Failing satisfactory settlement of the grievance in Step II, the grievance may be referred to arbitration as outlined in Article 16 within ten (10) working days of receipt of the decision referred to in Step II.

- 15.02 (b) The Employer shall designate a representative at each level of the grievance procedure and the Employer shall advise the Union of the same. In the event the Employer does not designate a representative, the representative shall be deemed to be the Region's Chief Executive Officer.
- 15.03 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.
- 15.04 The Union or the Employer may institute a grievance and shall commence such procedure at Step II.
- 15.05 Replies to grievances, stating reasons, shall be in writing at all stages.
- 15.06 The Employer shall provide the necessary facilities for all grievance meetings.
- 15.07 If either party fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.
- 15.08 No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 16 - ARBITRATION

- 16.01 Composition of Board of Arbitration:
When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) working days thereafter, the other party shall answer by registered mail

indicating the name and address of its **nominee** to the arbitration board. The two **nominees** shall then select an impartial **chair**.

16.02 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 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.

16.03 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) working days of their appointment, the appointment shall be made by the Minister **responsible for Labour** upon request of either party.

16.04 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 attempts at justice, the Board shall, as much as possible, follow a layman'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.

16.05 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 of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

16.06 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.

16.07 Expenses of the Board:

Each party shall pay:

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

16.08 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

16.09 Witnesses:

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) 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. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

16.10 Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. All the provisions of Article 16 shall apply.

ARTICLE 17 - DISCHARGE, SUSPENSION, AND DISCIPLINE

17.01 Discharge Procedure:

An employee who has completed his four hundred and eighty-seven and one-half (487.5) hours of work probationary period may be dismissed, but only for just cause, and only upon the authority of the Employer. A Department Head may suspend an employee but shall immediately report such action to the Employer. When an employee is to be discharged or suspended, he shall be given the reason in the presence of his shop steward, unit representative or his designate. Such employee and the Union shall be advised within seven (7) working days in writing by the Employer of the reason for such discharge or suspension.

17.02 Unjust Suspension or Discharge:

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board. Any monies earned by the employee during a period of suspension or discharge shall not be deducted from any award made under this Article.

17.03 Warnings:

Whenever the Employer or his authorized agent deems it necessary to censure a permanent employee, in a manner indicating that dismissal may follow any

further infraction if such employee fails to bring his work up to a required standard by a given date; the Employer shall, within ten (10) working days thereafter, give written particulars of such censure to the employee involved, with a copy to the Business Representative of the Union.

17.04 Adverse Report:

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his work record for use against him at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his record. The record of an employee shall not be used against him at any time after twelve (12) months following the serving of a suspension or disciplinary action, including letters of reprimand or any adverse reports.

17.05 Absence from work for more than three (3) consecutive working days without the consent of the Department Head or Chief Executive Officer shall be grounds for dismissal. Under exceptional circumstances the employee will be relieved of the obligation to obtain consent for such an absence from the Department Head or Chief Executive Officer.

17.06 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to an immediate hearing under Article 16 and shall not be obliged to follow Steps I and II.

17.07 An employee has the right, after making an appointment and during regular working hours, to consult his/her personnel file.

17.08 There shall be only one (1) recognized personnel file.

17.09 When an employee is requested to meet with the supervisor on a matter that will probably lead to the discipline of that employee, the supervisor shall inform the employee of the right to have a Union representative present.

ARTICLE 18 - SENIORITY

18.01 Seniority List:

The Employer shall maintain a seniority list showing the date upon which each

employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

18.02 Retention, Accumulation and Loss of Seniority:

Seniority rights shall be retained and accumulated when an employee is absent from work because of sickness, accident, or leave of absence with pay approved by the Employer. An employee laid off for up to eighteen (18) consecutive months shall retain but not accumulate seniority. An employee shall lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns;
- (c) he is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;
- (d) she is laid off for a period longer than eighteen (18) consecutive months;
- (e) having been laid off he fails to return to work within two (2) weeks of recall.
- (f) the employee is excluded from the bargaining unit for a period longer than **twelve (12)** consecutive months pursuant to Article 18.04.

18.03 Calculation of Seniority

- (a) **Seniority shall be calculated based on hours worked. Hours worked shall not include overtime or call-back.**
- (b) **For the purpose of calculating seniority hours, seniority shall be retained and accumulated when an employee is absent from work on any leave of absence with pay, on any union leave or in the event of a maternity leave, paternity leave or injury on duty leave. In the case of maternity or paternity leave or injury on duty leave, the calculation of hours shall be based on the employee's appropriate employment guarantee.**

18.04 Transfer and Seniority Outside Bargaining Unit:

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If such an employee returns to the bargaining unit within **twelve (12)** months, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

18.05 When an employee has been granted leave of absence with pay, the seniority of such employee shall be retained and accumulated and any benefits measured by length of service shall accumulate during such paid leave of absence.

18.06 When an employee has been granted a leave of absence without pay, the employee shall retain his seniority but shall not continue to accumulate seniority.

ARTICLE 19 - PROMOTIONS AND STAFF CHANGES

19.01 Job Postings:

When any vacancy occurs or a new position is created within the bargaining unit, the Employer shall immediately post notice of the position on bulletin boards for a minimum of seven (7) days excluding statutory holidays. A copy of all postings shall be forwarded to the Union on the day of the posting.

19.02 Information on Postings:

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, the number of hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants."

19.03 No Outside Advertising:

No outside advertising for any vacancy shall be placed nor shall any outside applicant be considered for a vacancy until the applications of present employees have been fully processed. When advertising outside, all advertisements shall state that such position is unionized and that wages and benefits are as the Collective Agreement of the International Union of Operating Engineers Local 942. This does not prevent the Employer from receiving and retaining on file unsolicited applications from outside the bargaining unit.

19.04 Within seven (7) working days of the date of appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin board for a minimum of seven (7) working days excluding weekends and holidays.

19.05 Role of Seniority in Promotion and Transfers:

In making staff changes, primary consideration shall be given to qualifications and ability to perform the required duties. When qualifications and ability are equal, seniority shall govern.

19.06 Trial Period:

The successful applicant shall be placed on trial in the new classification for a period of three hundred (300) working hours. This trial period may be extended by written agreement of both parties. Conditional on satisfactory service, the employee shall be declared permanent after the period of three hundred (300) working hours. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to his former position wage or salary rate without loss of seniority. **If the permanent position is within the same classification and department, no further trial period shall be required.**

19.07 If a vacancy exists, then a permanent full time or a permanent part-time employee who has completed her probationary period, may apply for the position and shall be given preference over casual employees in accordance with this Article.

19.08 (a) Casual employees **who apply for a temporary or permanent position** shall be given preference over new applicants where the employee has the qualifications and ability to perform the duties of the position.

(b) **A casual employee hired in a temporary position for a period of twelve (12) months or more will be entitled to the benefits outlined in Articles 39.01 and 39.02**

19.09 Consideration for promotion will be given to the senior applicant who does not possess the required **qualifications**, but is preparing for qualifications prior to filling of the vacancy. Such employee will **be** given a trial period to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.

19.10 **Consideration for promotion may be given to the senior applicant who does not possess the stated qualifications but who possesses the equivalent work experience.**

ARTICLE 20 - LAY-OFFS AND REHIRING

20.01 Lay-off shall mean:

the termination of employment of an employee; or a reduction in the employee's regular hours of work, due to:

- (a) a lack of work; or
 - (b) a reduction or a discontinuation of a service or services.
- 20.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. employees shall be recalled in the order of their seniority providing they are qualified to do the work.
- 20.03 No new applicant will be hired until those laid off have been given an opportunity for re-employment in positions for which qualified.
- 20.04 An employee who has received notification of lay-off may:
- (a) displace (bump) an employee with less seniority in the same or lower paid classification, provided she is qualified to do the work, and shall notify the Employer and the Local of her decision to do so within five (5) working days of the lay-off notice; or
 - (b) apply for severance pay and waive the right to recall; or
 - (c) accept lay-off with recall rights.
- 20.05 The Employer shall provide any employee who exercises bumping rights with written notice of transfer to her new position. Any employee displaced by such transfer shall be provided with written notice of lay-off in accordance with Article 20.06.
- 20.06 The Employer shall notify employees who are to be laid off forty-five (45) calendar days prior to the effective date of lay-off, or award pay in lieu of, unless a greater period of notice is required by legislation, in which case such greater period of notice or pay in lieu thereof shall be given. Pay in lieu of notice shall be based on the number of hours the laid off employee would have normally been scheduled to work.
- 20.07 When an employee bumps into a position with the lower maximum rate of pay, the employee shall continue to receive pay at his rate of pay in effect at the time until such time as the maximum rate of pay for his new position exceeds his rate of pay in effect at the time of the bumping.
- 20.08 (a) Recall rights shall exist for a period of eighteen (18) consecutive months and shall lapse if the lay-off lasts more than eighteen (18) consecutive months. Notwithstanding Article 18.02(e), should an employee on lay-off be recalled for a period of time less than thirty (30) calendar days, the employee shall not be required to return to work. If the employee does

return to work, she shall accrue seniority and any benefits measured by length of service for all hours worked.

- (b) Employees who are recalled for temporary periods of work shall not require a notice of lay-off when the recall is for a specific period and the lay-off date is pre-determined and announced at the time of the recall.
- (c) Employees who are recalled for temporary periods of work and are subsequently laid off shall have their recall rights renewed for a period of eighteen (18) consecutive months.

20.09 Employees with recall rights are entitled to the benefits of Article 39.01 and Article 39.02 of the Collective Agreement.

20.10 Employees on lay-off are entitled to apply for any job vacancies arising out of job postings.

ARTICLE 21 - HOURS OF WORK

21.01 All employees covered by this Agreement shall not normally work in excess of seven and one-half (7.5) hours per day, five (5) days per week. The normal 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. Employees who are not permitted to leave the work station during the meal period shall be paid at time and one half (1.5) for the meal period.

21.02 Each employee shall receive two (2) consecutive days off in each week unless otherwise agreed.

21.03 The Employer will guarantee one (1) weekend off out of every three (3) weekends, and where possible, every second weekend off. Employees shall not work more than two (2) consecutive weekends without a weekend off, unless otherwise mutually agreed.

21.04 Shift schedules, including starting and stopping times, shall be posted in the appropriate department at least two (2) weeks in advance. The employee concerned shall be notified at least twenty-four (24) hours in advance if a change is made in the schedule, including starting and stopping times. If the employee does not receive at least twenty-four (24) hours notice in advance, the employee shall be compensated for all hours worked she would normally have had off at the overtime rate. If a change in the schedule results in the employee working on a day she had scheduled off the employee shall have her day off rescheduled at an alternate day. An employee who reports for work at a

scheduled starting time and has not received prior notice that the starting time of a shift has changed shall be paid for the scheduled hours at the employee's regular rate of pay, if no work is made available for the employee.

- 21.05 Rotations from one shift to another shall be divided equally among the available employees during the term of this Agreement. 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.
- 21.06 No employee shall be required to work more than seven (7) consecutive day shifts or more than seven (7) consecutive evening or night shifts without days off.
- 21.07 There shall be at least sixteen (16) hours between shifts unless otherwise agreed to by mutual consent.
- 21.08 Each employee may state her preference with regard to days off before the work schedule is drawn up and consideration shall be given to these preferences whenever they do not conflict with the need to maintain service and adequate levels of staffing.
- 21.09 An employee shall not be required to work a double shift without her consent. All hours worked on the second shift shall be at the overtime rate.
- 21.10 Employees may exchange their days off with the consent of the Department Head.
- 21.11 There shall be no split shifts unless mutually agreed between the employee and the Employer.
- 21.12 Each employee shall receive two (2) - ten (10) minute rest periods on each shift.
- 21.13 The changing of Daylight Saving to Standard Time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours, and no overtime shall accrue.
- 21.14 Attendance at educational workshops, training courses, professional meetings, for a period of not less than six (6) hours shall be considered a full working day, or a complete shift.
- 21.15 Notwithstanding the hours of work as outlined in this Article, alternate schedules for a particular area or department may be adopted by mutual consent of both parties provided the total hours of work over a scheduled period are not changed. The alternate schedule shall remain in effect unless either party gives

sixty (60) days notice of its intent to terminate the alternate arrangement.

21.16 (a) A shift differential premium shall be paid to an employee for work performed between 1900 hours and 0800 hours providing the majority of the employee's shift falls within this time period. **Effective the signing date of the Agreement, the rate shall be \$1.25 per hour. Effective April 1, 2001, the rate shall be \$1.50 per hour.**

(b) A weekend premium shall be paid to an employee for all hours worked between 2400 hours Friday and 2400 hours Sunday. **Effective the signing date of the Agreement, the rate shall be \$.75 per hour. Effective April 1, 2001, the rate shall be \$1.00 per hour.**

(c) **The weekend premium shall be paid in addition to the shift differential premium.**

21.17 (a) Part-time employees who want to work in excess of their minimum employment guarantee shall be given preference over casual employees for extra shifts in their department provided they have given their Employer written notification and provided the extra shifts are booked forty-eight (48) hours prior to the effective date of the Shift Schedule posted pursuant to Article 21.04 **or in any instance where the shift is available fourteen days in advance.**

(b) Permanent part-time employees who are scheduled for extra shifts less than forty-eight (48) hours in advance are not entitled to paid leave for those extra shifts.

(c) **Permanent part-time employees shall not be required to work in excess of their minimum employment guarantee unless there are exceptional circumstances. Those part-time employees who do not wish to work extra shifts but do so at the request of the Employer with less than forty-eight (48) hours notice shall be paid at the overtime rate.**

21.18 **Flexible Hours:**

(a) **Subject to Employer and Union approval, non-shift employees may voluntarily opt for an alternate work schedule which permits them to complete their normal weekly hours of work of thirty-seven and one half (37.5) hours averaged over a four week period. Such alternate schedules shall be posted in the manner prescribed by the Collective Agreement for the regular schedule.**

(b) **All requests and responses under this article shall be in writing, and**

copied immediately by the Employer to the Union office.

- (c) Overtime shall be payable for work in excess of their newly scheduled shift(s) or in excess of thirty-seven and one half (37.5) hours averaged over a four (4) week period.
- (d) Where the employee works a twelve (12) hour shift, the designated meal period shall not be less than forty-five (45) minutes each shift and there shall be two (2) fifteen (15) minute rest periods per shift.
- (e) Where more than one employee requests an alternate work schedule (within the same work area) and the Employer is unable to accommodate all requests, seniority shall prevail.
- (f) Unless mutually agreed between the Employer and Union, alternate work schedules shall not be permitted where it results in an increased workload or a scheduling change for other employees.
- (g) The Employer or the employee may cancel an alternate work schedule on reasonable grounds by giving at least four weeks notice.
- (h) The employee shall not earn shift differentials or week-end premiums that she would not otherwise receive under her regular schedule.

21.19 Line sharing and job sharing arrangements are available to allow members an opportunity to alter their regular hours. The guidelines for such arrangements are set out in Appendices "D" and "E".

ARTICLE 22 - OVERTIME

22.01 An employee who works in excess of normal weekly hours or her normal shift shall be eligible for overtime at time and one-half her regular rate.

22.02 At the request of the employee and where operational requirements permit, compensation for overtime shall be granted in the form of time off at the **appropriate** overtime rate. **If the alternate time off cannot be scheduled prior to the end of the fiscal year, payment shall be made at the applicable overtime rate. Notwithstanding the foregoing, overtime occurring within the last sixty (60) days of the end of the fiscal year may be carried over by the employee to the next year as time off in lieu.**

- 22.03 Compensation for overtime shall be calculated on the basis of the employee's equivalent hourly rate.
- 22.04 Compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes at the end of a shift sufficient to provide a reasonable overlap between shifts. Where overtime in excess of such a period is worked, the compensation for overtime shall be calculated from the beginning of such period.
- 22.05 Overtime beyond the limits of 22.04 above shall be calculated to the nearest half-hour.
- 22.06 Overtime must be authorized by the Department Head or his delegate.
- 22.07 (a) Overtime shall apply to all **full-time** employees called back to work on scheduled days off, or vacation.
- (b) **Overtime shall apply to part-time employees called back to work while on vacation.**
- (c) **Overtime at double the regular hourly rate or double time off in lieu shall apply to all employees called back to work while on vacation leave. The employee's vacation leave shall be rescheduled to another time mutually agreeable to the employee and the Employer.**
- 22.08 Call-Back:
- (a) Call-back is a condition of employment whereby an employee, after he has completed his work period and has left his place of work and prior to reporting for his next regular scheduled work period, is called back to work and returns to work prior to his next regular scheduled work period for a period of non-contiguous overtime.
- (b) Payment for each call-back will be made at triple the hourly rate calculated on his or her regular scale for the position for the first hour or a portion thereof, and the applicable overtime rate for the position for each subsequent hour or portion thereof. Call-back must be authorized by the Department Head. At the request of the employee, and where operational requirements permit, compensation for call-back shall be granted in the form of time off. **If the alternate time off cannot be scheduled prior to the end of the fiscal year, payment shall be made at the applicable call-back rate. Notwithstanding the foregoing, call-back occurring within the last sixty (60) days of the end of the fiscal year may be carried over by the employee to the next year as time off in lieu.**
- (c) If an employee is called back to work, the Employer shall reimburse the

employee for actual transportation costs (**taxi**) or the **PEI government rate for mileage (kilometer) for the distance travelled both to and from the place of work. In either case, the minimum reimbursement shall be \$5.50 and the maximum reimbursement shall be \$10.00.**

- (d) Call-back applies only to Radiation Technologists, Medical Laboratory Technologists, E.C.G. Technicians, E.E.G. Technicians, Respiratory Therapists, Cardio Pulmonary Technicians, Combined Technicians, Occupational Therapists, Nuclear Medicine Technologists, Physiotherapists, Biomedical Technicians, Medical Records, Pharmacy staff, **and any other employee who may be subject to call-back.**

22.09 Stand-By Pay:

An employee who is required to remain on call or stand-by, on completion of their regular hours of work or while on regularly scheduled days off, shall be paid a premium of **\$1.50** for each hour or portion thereof they are required to stand-by or remain on call. All stand-by duties shall be authorized and scheduled by the Employer and no compensation shall be granted for the period of stand-by if the employee does not report for work when required.

22.10 Overtime and stand-by shall be rotated among the qualified employees of the affected department unless the employees agree otherwise amongst themselves.

22.11 Travel Allowance

- (a) An employee who operates her own motor vehicle in the performance of her duties is eligible to claim reimbursement at **the PEI Government rate per kilometer.**
- (b) An employee who operates her own motor vehicle for short trips in the performance of her duties is eligible to claim a minimum daily allowance of four dollars and fifty cents (\$4.50) or reimbursement in accordance with (a), whichever is greater.

ARTICLE 23 - VACATIONS

23.01 (a) The Employer shall maintain the presently established vacation year, and shall post the vacation policy on the bulletin board for the information of the employees.

- (b) Vacation shall be earned from the date of employment.

23.02 Permanent employees shall be entitled to annual vacation with pay in

accordance with years of continuous employment as follows:

- (a) Less than one (1) year of service - 9.375 working hours for each 162.5 hours worked;
- (b) One (1) year to completion of the six (6) years - 9.375 working hours for each 162.5 hours worked (112.5 working hours per year);
- (c) After six (6) years of service to completion of **sixteen (16)** years of service - 12.5 working hours for each 162.5 hours worked (150 working hours per year);
- (d) After **sixteen (16)** years of service - 15.625 working hours for each 162.5 hours worked (187.5 working hours).
- (e) After **twenty-six (26)** years of service - 18.75 working hours for each 162.5 hours worked (225 working hours per year).

Year of service shall mean 1950 hours worked.

23.03 When a holiday falls within an employee's vacation period, that day shall constitute a holiday and not a day of vacation leave. Should a holiday be declared during an employee's vacation period, he must return on the regular date. A compensation day will be allowed at a mutually suitable date.

23.04 An employee whose employment is terminated for any reason shall be paid with his final pay an amount equivalent to any vacation which may have accrued to his benefit in accordance with Article 23.02 above.

23.05 Vacation shall not be cumulative from year to year; however, vacation may be carried forward to the following year. An employee who wishes to carry her entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiry of the vacation year in which the employee ordinarily would take the vacation sought to be carried forward.

23.06 Employees proceeding on vacation may make application for any pay(s) which would fall on pay days occurring during that vacation and receive the same in advance. Such application must be received by the payroll office one whole pay period prior to the pay period immediately preceding the date of commencement of vacation.

23.07 (a) Employees shall be given their choice of vacation periods according to seniority, within their departments. **They shall submit their preferences by April 1st.** Vacation schedules shall **then** be posted by May 1st each year and shall not be changed unless mutually agreed to by the employee and the Employer.

(b) **Any unscheduled vacation days (not requested prior to May 1st) shall be granted to the employee(s) who first makes the request. However, should two or more requests be submitted on the same day and the Employer is unable to accommodate each one, seniority shall prevail.**

23.08 An employee hospitalized or confined to **residence** on doctor's orders during his vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate and provided the illness is reported to the Employer at the time it occurs. He shall have his vacation days rescheduled at a later date.

23.09 Every effort will be made to grant vacation in one continuous period. Where operational requirements permit, three (3) weeks shall be given in the period of June 1 to September 30. Every employee shall be granted at least two (2) weeks during this period. Employees who wish to take their vacation outside of the period of June 1 to September 30 shall be granted their vacations in one continuous period where operational requirements permit. Preference of vacation periods shall be according to seniority.

23.10 (a) An employee, upon his separation from his Employer, shall compensate the Employer for vacation which was taken but not earned at the time.

(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.

(c) A permanent employee will not be required to compensate for unearned vacation leave where there is an involuntary separation due to lay-off or permanent disability.

ARTICLE 24 - HOLIDAYS

24.01 All employees shall receive one day paid leave for each of the following holidays each year:

Victoria Day	Boxing Day
Canada Day	New Years Day
Labour Day	Good Friday
Thanksgiving Day	Easter Sunday
Remembrance Day	Floating Holiday
Christmas Day	

and all other days as proclaimed by the Provincial or Federal Governments.

The "Floating Holiday" shall be granted upon request of the permanent full time

and permanent part-time employee on a day mutually agreed. Such request shall not unreasonably be denied.

- 24.02 (a) An employee who is scheduled to work, and works, on a holiday, shall receive pay at the rate of time and one-half and shall have the holiday rescheduled.
- (b) When an employee is scheduled to work on Christmas Day and works, the Employee shall be compensated at double the regular hourly rate and have the holiday rescheduled.
- 24.03 If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off within sixty (60) days. Except in the case of an emergency, the alternate day off shall be given immediately preceding or following the employee's regular days off, unless otherwise mutually agreed. If the alternate day off is not given within sixty (60) days, payment shall be made at the over-time rate.
- 24.04 **Employees who work in departments that remain open during the Christmas season, shall alternately be granted Christmas Day off one year and New Year's Day off the following year unless otherwise mutually agreed by the Employer and the employee.** Each employee shall have five (5) consecutive days off, and this period shall include either Christmas Day or New Year's Day but shall not commence or terminate on either holiday. Where this practice is not possible, an alternative shall be worked out between the employee and the Department Head.
- 24.05 If an employee is requested to work on a holiday when she was not scheduled to work, and works, she shall receive pay for that day at double her hourly rate and she shall have her holiday rescheduled.
- 24.06 An employee scheduled to be on-call on a holiday shall be reimbursed as per 22.08, Call-Back, and shall have the holiday rescheduled.
- 24.07 An employee requested to be on-call on a holiday when he was not scheduled to be on-call, shall be reimbursed as per Article 22.08, Call-Back, and shall have the holiday rescheduled.
- 24.08 **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. She 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.

ARTICLE 25 - SICK LEAVE

- 25.01 (a) Each regular permanent full time employee shall accumulate sick leave credits at a rate of one and one-half (1.5) working days per month for each calendar month of continuous employment up to a maximum of two hundred and fifteen (215) working days.
- (b) Employees with the maximum accumulation of sick leave credits shall continue to earn credits during the current fiscal year at the regular accumulation rate. Such credits may be used for any illness or injury occurring in the current fiscal year. Any surplus over the maximum accumulation shall be eliminated at the end of each fiscal year.
- 25.02 For the purpose of computing sick leave accumulation, all approved leave with pay, including days on which the employee is absent from work while receiving Worker's Compensation benefits, shall be counted as working days.
- 25.03 In any case of absence due to sickness or accident, the matter must be reported as soon as possible to the supervisor or Department Head.
- 25.04 When a holiday under Article 24 occurs while an employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that day.
- 25.05 For any reported illness in excess of three (3) consecutive working days the employee may be required to submit proof of illness. If proof of illness is not submitted when requested, the time absent from work will be deducted from the employee's salary. In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.
- 25.06 In an effort to facilitate an employee's return to work, the Employer may communicate, through the employee, with the attending physician. The Employer may advise of the various services available. This may include the Employee Assistance Program or a work place accommodation. Such communications shall not include any discussions regarding confidential medical information unless an employee volunteers to provide a medical release.**
- 25.07 Time off with pay shall be granted to permanent employees for minor medical or

surgical procedures or routine dental appointments, not to exceed two (2) hours, provided forty-eight (48) hours notice is given to the Employer. This will be waived by the Employer if an emergency exists.

- 25.08 Permanent part-time employees shall receive sick leave credits on a proportionate basis to time worked.
- 25.09 When an illness is considered by the Employer to be caused due to the use of alcohol or other drugs and where the employee concerned voluntarily selects or is directed to undertake a full treatment and rehabilitation program, the employee will be granted sick leave with pay in accordance with this Agreement.
- 25.10 An employee who becomes ill during working hours and is unable to continue work, and who has completed one-half (½) or more of the shift, shall receive pay for the remainder of the shift or work day at **her** regular rate of pay without deduction from sick leave, provided that **either** a doctor states that the employee is unfit to work on that day **or the Employer sends her home**. The employee shall be permitted to see a doctor during working hours to determine the seriousness of **an** illness.
- 25.11 Each employee shall be allowed one sick day or necessary portion thereof, to travel, **when required**, to another area for a medical **or dental** appointment **(including consultations, treatments, or procedures)** for himself or a member of his immediate family. Proof of this visit - a medical certificate - shall be provided upon request. This is to be granted as the need arises, and not to exceed **four (4) days** per year. These **four (4)** sick days can be used at one time or individually. Immediate family, for the purposes of this Article, shall mean **parent**, sister, brother, child, spouse, common-law spouse, or any other relative residing in the same household.
- 25.12 Abuse of sick leave policy may result in the employee being suspended or discharged.
- 25.13 Sick Leave Records
Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

ARTICLE 26 - LEAVE OF ABSENCE

- 26.01 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed to **represent the Union at Union conventions**, and the Union shall reimburse the Employer for receipt of such

pay. The forty-eight (48) hours written notice shall be waived in extenuating circumstances.

- 26.02 (a) Union members selected by their Union to represent their Union at the local level or at the bargaining unit level, during negotiations, conciliation or arbitration cases, or while processing grievances or adjudications, shall be granted leave of absence with pay and without loss of seniority providing the preceding is held on the employee's scheduled shift.
- (b) Leave of absence with pay and without loss of seniority shall be granted by the Employer to an employee selected by the Bargaining Unit to be a member of the Pension or Benefit Insurance Committee providing the meetings are held on the employee's scheduled shift.
- 26.03 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed at the local level to represent the Union at Labour Schools or Seminars and the Union shall reimburse the Employer for receipt of such pay.
- 26.04 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed to attend Executive or Committee meetings of the Union, its affiliated or chartered bodies, and the Union shall reimburse the Employer for receipt of such pay. The forty-eight (48) hours written notice shall be waived in extenuating circumstances.
- 26.05 The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without pay and without loss of seniority so that employees may be candidates in a Federal, Provincial, or Municipal election.
- 26.06 Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay but without loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year, on request, during his term of office.
- 26.07 When the employee wishes to return to his job, he shall give the Employer an advance notice of at least fifteen (15) days. He shall be reinstated in employment on termination of his term of office, in such occupation and position and under conditions not less favourable to him than those that would have been applicable to him had he remained in the employment of the Employer; and his length of such term of office shall be included in computing the length of his continuous service with the Employer.

- 26.08 When an employee has been granted leave of absence without pay his seniority is retained but not accumulated. The employee does not accumulate vacation, sick leave, or statutory holidays, or similar benefits.
- 26.09 Should the Employer be concerned about an election or appointment pursuant to 26.01 to 26.07, it may bring it to the union's attention for possible resolution. If the parties cannot settle the matter, articles 26.01 to 26.07 shall prevail.**
- 26.10 Leave of absence with pay or without pay for reasons other than those above may be granted after application to the Department Head and approved by the Chief Executive Officer. Such leaves will not be unreasonably withheld.
- 26.11 Each individual employee will not be required to secure his own replacement for such leave.
- 26.12 Court Appearances
- (a) The Employer shall grant a leave of absence without loss of pay, benefits, or seniority to employees, excluding employees already 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.
 - (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 her regular earnings while serving at court shall remit to the Employer all monies paid to her by the court, excepting travelling and meal allowance not reimbursed by the Employer.
 - (d) Time spent at court by an employee in her official capacity shall be at her regular rate of pay.
 - (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- 26.13 Where no one other than the employee can provide for the needs during illness of an immediate member of his/her family, an employee shall be entitled, after notifying his Department Head, to three (3) days leave of absence with pay per illness for this purpose. **The employee shall provide her own verification of illness for one day leave. The Employer shall require a certificate signed by a qualified medical practitioner when the leave of absence exceeds one day.** Immediate family, for the purposes of this Article, shall mean **parent**, sister, brother, child, spouse, common-law spouse, or any other relative residing in the

same household.

- 26.14 Operational requirements permitting, an employee may be given up to **(3.75)** hours leave with pay for the purpose of attending a blood donor clinic.
- 26.15 **One day leave with pay shall be granted to attend convocation exercises when the employee is graduating from a University or College.**
- 26.16 **On the 25th anniversary of employment and every 5 year anniversary thereafter, an employee shall be granted one day paid leave on a day mutually agreed, in recognition of her long-standing service.**

ARTICLE 27 - EDUCATIONAL LEAVE, IN-SERVICE EDUCATION

- 27.01 The Employer recognizes the desirability of encouraging education and may grant leave of absence for such purposes, as recommended by the Department Head and approved by the Chief Executive Officer, such recommendation or approval not to be unreasonably withheld.
- 27.02 Employees authorized by the Employer to attend professional or technical provincial meetings and workshops shall be granted leave of absence with pay.
- 27.03 Educational leave for the purpose of taking advanced or supplementary short courses of professional or technical training may be granted to employees with pay under the conditions as granted under policies as approved by the Employer.
- 27.04 **Where an employee is required or requested to up-grade herself through an Employer approved training course and such request comes from the Employer, the employee will suffer no loss of remuneration or benefits while on training.**
- 27.05 **Effective April 1, 2001, a \$50,000.00 annual education fund to be administered by the Education Fund Committee, shall be provided. These funds are not intended for any training or education which the Employer is otherwise required to provide. These funds are also not meant to replace any other previously funded training including in-service education.**

ARTICLE 28 - MATERNITY LEAVE

- 28.01 The Employer shall not terminate the employment of an employee because of her pregnancy, but the Employer, before or after the period referred to in 28.02, may require the employee to commence leave without pay at a time when the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.
- 28.02 Upon request, the Employer shall grant to the pregnant employee a leave of absence to a maximum of ~~six (6)~~ **twelve (12)** months before, during, or after confinement. **Likewise, the Employer shall grant a leave of absence to a maximum of twelve (12) months to the father of the newborn child. In the event both parents are employees of the Employer, either or both parents shall be entitled to a leave of absence without pay, not to exceed a total of twelve (12) consecutive months. While on maternity leave or parental leave, an employee shall accumulate seniority rights under this Collective Agreement.**
- 28.03 An employee shall not work and the Department Head or Supervisor shall not cause or permit her to work for at least seven (7) weeks after the date of delivery or a shorter period, that, in the opinion of a legally qualified medical practitioner is sufficient.
- 28.04 Where an employee reports for work upon the expiration of the period referred to in Article 28.02, she shall be reinstated in a staff position at the same level as previous to her leave.
- 28.05 Sick leave will not be granted for pregnancy. Leave for such conditions shall be considered maternity leave and shall be leave without pay. **Nevertheless, sick leave shall be granted due to complications associated with pregnancy excluding normal delivery. Article 25 will be applicable in such circumstances.**
- 28.06 Not later than the 20th week of her pregnancy, the employee shall inform the Employer in writing of the anticipated delivery date.
- 28.07 The employee shall advise her Employer at least two (2) weeks prior to her expected date of return to employment.
- 28.08 The Employer shall grant leave of absence without pay to an employee for the adoption of a child for a period not to exceed **twelve (12)** consecutive months. In the event both parents are employees of the Employer, **either or both parents shall be entitled to a leave of absence without pay, not to exceed a total of twelve (12) consecutive months.** While on adoption leave, an employee shall accumulate seniority rights under this collective agreement.

28.09 On the occasion of the birth of his child a male employee shall be allowed one day special leave with pay.

ARTICLE 29 - COMPASSIONATE LEAVE

29.01 (a) An employee shall be granted **four (4)** regularly scheduled consecutive work days leave, provided the days are taken within seven (7) days of the death, excluding days off, without loss of pay and benefits, in the case of death of a **parent, spouse, common-law spouse or child**. Where burial occurs outside of the Province, such leave shall also include reasonable travelling time, not to exceed five (5) days. **An employee may save one (1) of these four (4) days leave when the burial is postponed until a later date.**

(b) An employee shall be granted three (3) regularly scheduled consecutive work days leave, provided the days are taken within seven (7) days of the death, excluding days off, without loss of pay and benefits, in the case of death of a **brother, step-brother, sister, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or grandchild**. Where the burial occurs outside of the Province, such leave shall also include reasonable travelling time, not to exceed five (5) days. **An employee may save one (1) of these three (3) days leave when the burial is postponed until a later date.**

(c) Subject to 29.01 (a) **and (b)**, if an employee is on vacation leave at the time of bereavement the employee shall be granted compassionate leave and be credited the appropriate number of days to vacation leave.

29.02 In the case of serious illness of a parent, **spouse, common-law spouse**, brother, sister, or child, compassionate leave of up to three (3) days shall not be unreasonably withheld. Where the illness occurs outside the Province, such leave shall also include reasonable travelling time, not to exceed five (5) days provided that entitlement shall depend on particular circumstances.

29.03 An employee shall be granted one (1) day compassionate leave without loss of salary or wages, to attend the funeral of an aunt, uncle, nephew, niece, **great-grandchild or great-grandparent**.

29.04 One-half (½) day compassionate leave without loss of salary or wages shall be granted to attend a funeral as a pallbearer, flower bearer or reader.

29.05 For the purpose of this article, a common-law relationship shall have the same

effect as if the partners were legally married; however, an employee in a common-law relationship is not entitled to the benefit of this article for a person to whom **she is** still legally married or that person's relatives.

29.06 For the purposes of the Article, "parent" means an actual parent, guardian, foster-parent, step-parent, or any other person standing in loco parentis.

ARTICLE 30 - INJURED ON DUTY

- 30.01 An employee prevented from performing her regular work with the Employer on account of an occupational accident that is covered by the *Workers' Compensation Act* shall be paid by the Workers' Compensation Board.
- 30.02 Notwithstanding Article 30.01, 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 the period the employee is in receipt of temporary earnings loss benefits, continue to pay the employee an amount equal to 80% (85% after **39** 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 earnings.
- 30.03 When an employee is in receipt of Workers' Compensation Board benefits for a period of ten (10) working 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 her injury participated in Group Life, Group Medical **and Group Long-Term Disability** Insurance Plans described in Article 39 and will make the employee's pension contributions.
- 30.04 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.
- 30.05 An employee who is receiving compensation under the *Workers' Compensation Act*, shall continue to earn the benefits of this Agreement, save and except statutory holidays.
- 30.06 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 shift at her regular rate of pay, without deduction from sick leave, unless **the employee has sought treatment and** the attending physician states that the employee is fit for further work on that shift.

30.07 Where in circumstances beyond the control of the Employer or employee, a Workers' Compensation claim is unduly delayed or if this claim is not approved, the employee will be entitled to apply for sick leave. Any sick leave granted for unduly delayed claims will be re-credited to the employee's sick leave bank after reimbursing the Employer upon receipt of Workers' Compensation Benefits.

ARTICLE 31 - ADVERSE WEATHER CONDITIONS POLICY

31.01 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. 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 by the employee and his 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.

31.02 All employees shall receive similar treatment. No discrimination is to be practised 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 lateness, 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.

31.03 Notwithstanding Article 31.01, but subject to Article 31.02, reasonable lateness beyond the beginning of the employee's starting time shall not be subject to the provisions of 31.01 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 her workstation at the scheduled time.

ARTICLE 32 - TERMINATION OF EMPLOYMENT (OTHER THAN DISCHARGE ARTICLE 17)

32.01 For properly advanced planning, both parties mutually agree that the employee should attempt to give as much advance notice as possible in terminating employment and vice versa. Two (2) weeks is recommended for all employees

except supervisors for whom four (4) weeks is the recommended period.

32.02 The parties recognize that the employment relationship may be terminated because of innocent absenteeism in accordance with common law principles, including arbitration awards.

ARTICLE 33 - RETIREMENT AND RETIREMENT ALLOWANCE

33.01 Any employee who has reached a combination figure of ninety (90) years service and age or has reached sixty-five (65) years of age may retire without any loss of retirement allowance.

33.02 Any employee who has ten (10) years or more of service and has attained the age of fifty-five (55) years may retire at her own request or be retired for just cause without loss of retirement benefits.

33.03 When an employee having continuous service of ten (10) years or more retires, the Employer shall pay such an employee a retirement allowance equal to thirty-seven and one-half (37.5) hours pay for each nineteen hundred and fifty (1950) hours of continuous service or portion thereof since October 1, 1959, but not exceeding nine hundred and seventy-five (975) hours pay, at the regular rate of pay.

33.04 When an employee has a permanent disability and requests to retire, or when the Employer requires an employee to retire due to a permanent disability, and in the absence of mutual agreement, an **Arbitration Board** whose decision shall be final and binding on the parties to this Agreement, shall be constituted **in accordance with Article 16**. If the permanent disability of an employee has been established under the *Worker's Compensation Act* or the *Canada Pension Act*, an **Arbitration Board** decision under this Article shall not be required.

33.05 A long-term employee of ten (10) years or more who is forced to discontinue employment for reasons of ill health prior to reaching retirement age shall also be included in the above policy. The retirement allowance shall be computed on a pro rata basis effective October 1, 1959.

33.06 No retirement allowance shall be granted under this Section to an employee who is dismissed or resigns from the employ of the Employer.

33.07 The retirement allowance entitlement of a deceased employee shall be paid to the employee's designated beneficiary or to his/her estate if no beneficiary has been designated.

ARTICLE 34 - SEVERANCE PAY

- 34.01 Severance pay shall be paid to eligible employees who have five or more years of continuous service when their employment is terminated because of layoff as outlined in Article 20.03. Payment will be made following the completion of the eighteen (18) month recall period or at any time during the eighteen month period providing the employee waives his right to recall.
- 34.02 Severance pay shall be calculated on the basis of seventy-five (75) hours pay for each nineteen hundred and fifty (1950) hours of continuous service to a maximum of nine hundred and seventy-five (975) hours. Such payment will be prorated for permanent part-time employees.
- 34.03 Severance pay is not payable in addition to Retirement Allowance as provided in Article 33 of this Agreement.
- 34.04 At the employee's request the payment of severance pay shall be:
- (a) a lump sum payment.
- or
- (b) held over to the taxation year following termination.

ARTICLE 35 - TEMPORARY ASSIGNMENTS

- 35.01 **Extra pay for temporary assignments shall apply to all eligible employees who are assigned responsibilities which would effectively place them in a higher paying position for more than four (4) consecutive days. Such pay is to be retroactive to first day of assignment.**
- 35.02 Eligible employees shall be placed in the first step of the new range except in cases where this rate is less than or equal to his present salary. In such a case, the employee shall receive one step above his present salary and be entitled to advance to the next step in the range on the anniversary date of his employment.

ARTICLE 36 - PAYMENT OF WAGES AND ALLOWANCES

- 36.01 The Employer shall pay wages and salaries in accordance with Appendix "A" attached hereto and forming part of this Agreement.

- 36.02 Increment increases are payable to permanent full-time, part-time, casual employees on the first pay period after the completion of each nineteen hundred and fifty (1950) hours of work in the classification.
- 36.03 In the case of promotion, the salary to be paid to the employee shall be at least one full increment higher than the position from which she was promoted.
- 36.04 A casual employee shall be paid at the approved hourly rate which is twelve (12) percent greater than the step in the classification for which he/she is employed. This calculation allows for pay in lieu of statutory holidays and vacation.

ARTICLE 37 - PAYROLL PERIODS

- 37.01 Pay periods shall be bi-weekly. Pay days shall be every second Friday.
- 37.02 The Employer shall issue pay stubs to its employees at least one day prior to payday.
- 37.03 When pay day falls on a holiday, pay day shall be the last banking day prior to the holiday.

ARTICLE 38 - HEALTH AND SAFETY

- 38.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer and used by the employee. It is mutually agreed that both the Employer and the Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.
- 38.02 Where medically necessary, the Employer shall provide preventative measures for those employees in contact with known infectious diseases.

ARTICLE 39 - GROUP INSURANCE AND PENSION PLAN

- 39.01 (a) The Employer agrees to pay one-half (½) the premium of the Group Life Insurance Plan that exists at the coming into force of this Agreement and participation is a condition of employment.
- (b) Permanent part-time employees shall be insured for **at least**

forty-thousand dollars (\$40,000) under the terms of this plan.

- 39.02 The Employer agrees to pay one-half ($\frac{1}{2}$) of the premium for each employee covered by the Group Medical and Dental Plan. Participation shall be on a voluntary basis.
- 39.03 The Employer agrees to retain and maintain the existing pension plan during the life of this Agreement and participation in the basic pension plan for all permanent employees hired after January 1, 1980 shall be a condition of employment.
- 39.04 **Only** employees transferred from the Civil Service who are presently enrolled in the Long Term Disability Plan shall continue to be covered by the LTD Plan and the Employer shall pay one-half ($\frac{1}{2}$) of the premium. **No other employee shall be eligible to participate in the LTD plan.**

ARTICLE 40 - PORTABILITY OF BENEFITS UPON RESIGNATION AND TRANSFER

- 40.01 Where a permanent employee resigns and obtains permanent employment with another Employer within ninety (90) days of the effective date of resignation, there is a reciprocal agreement that the employee will be entitled to the transfer of benefits. Transferrable benefits will include:
- (a) salary step earned and increment date;
 - (b) accumulated sick days;
 - (c) accumulated retirement allowance days;
 - (d) length of vacation entitlement;
- 40.02 Where a permanent employee resigns and obtains permanent employment with the same Employer within ninety (90) days of the effective date of resignation, the employee will be entitled to the retention of benefits. Retainable benefits will include:
- (a) salary step earned and increment date;
 - (b) accumulated sick days;
 - (c) accumulated retirement allowance days;
 - (d) length of vacation entitlement;
- 40.03 Subject to Article 44, where an employee has resigned and subsequently obtains

employment with the same Employer or another Employer in accordance with Articles 40.01 or 40.02, he begins employment as a junior in the Bargaining Unit insofar as choice of vacations, promotions, days off, lay-off and recall are concerned; but begins accumulating seniority in the classification upon commencement of employment .

ARTICLE 41 - EMERGENCY

41.01 All employees covered by this Agreement shall report to duty when an emergency has been declared by the Chief Executive Officer or his delegate. Emergency shall mean any situation where the good and welfare of the patients or the Employer require such measure or where the community is threatened.

ARTICLE 42 - DISASTER PLAN EXERCISES

42.01 Disaster Plan Exercises shall be considered a responsibility of both the Employer and its employees as a matter of good citizenship in the public interest. All staff covered by this Collective Agreement shall be expected to volunteer their services for this purpose.

42.02 There shall be no disciplinary action taken against any employee as a result of the working of this clause.

ARTICLE 43 - SUBCONTRACTING

43.01 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 as to jeopardize the employment of the employee unless mutually agreed to by the Union and the Employer.

ARTICLE 44 - MERGER AND AMALGAMATION

44.01 Should any Employer merge, amalgamate or combine any of its operations or functions with another Employer or should any Employer take over any of the operations or functions of another Employer, the Employer assuming the operations or functions agrees to give the Union notice in writing one hundred and eighty (180) days prior to implementation of same.

44.02 Should an Employer merge, amalgamate, transfer or combine any of its operations or functions from one worksite to another, the Employer agrees to

give the Union notice in writing sixty (60) days prior to the implementation of same.

44.03 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 44.01, an 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 or functions;
- (b) in accordance with Article 44.02, 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 or functions; and
- (c) if alternate employment under (a) or (b) is not available, the lay-off shall be in accordance with Article 20.

ARTICLE 45 - ESTABLISHMENT OR ELIMINATION OF A POSITION

45.01 Establishment of New Position:

When any new position not covered by Appendix "A" and within the confines of the Letter of Recognition or pertinent legislation is established during the lifetime of this Agreement, the rate of pay shall be subject to negotiation between the Health Negotiation Committee and the Union. 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 become retroactive to the time the position was first filled by the employee. **The Employer shall not post the position until a pay rate has been established.**

45.02 Elimination of Positions:

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

ARTICLE 46 - TECHNOLOGICAL CHANGE

46.01 Both parties recognize that there can be advantages to technological change and with this in mind will work together to ensure a smooth implementation of such technological change in the workplace. With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than three (3) months notice to the Union of any major technological change in equipment which would result in changes in the employment status or working conditions of employees as provided for in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change. Employees who have their working status or working conditions change as a result of such technological change shall be given a reasonable period of time to adapt to such changes and shall, where applicable, be offered retraining by the Employer.

ARTICLE 47 - BULLETIN BOARDS

47.01 Suitable space on the bulletin boards shall be made available for the posting of Union notices.

ARTICLE 48 - RESEARCH PROJECT

48.01 The findings of any research project, which would change the provisions of this Agreement will not be implemented until such changes are negotiated and agreed to by the parties.

ARTICLE 49 - DISABLED EMPLOYEE PREFERENCE

49.01 The Employer and Union both recognize a duty to accommodate a disabled employee. Each party will, when required, take reasonable steps to accommodate short of undue hardship.

ARTICLE 50 - MEETINGS ON EMPLOYER PROPERTY

50.01 Permission may be granted by the Employer for staff union meetings to be held on its property. Permission shall not be unreasonably denied.

ARTICLE 51 - DRESSING ROOMS

51.01 Adequate dressing rooms with standard size lockers and sitting areas shall be

provided, if the physical facilities permit.

ARTICLE 52 - DEPARTMENT

52.01 Employees shall be required to be punctual in reporting for duty, neat in appearance and due to the nature of their employment be courteous, patient, and understanding with emphasis being placed on neatness and cleanliness, and be ever mindful of the well-being of the patients/clients.

ARTICLE 53 - PRESENT CONDITIONS AND BENEFITS

53.01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 54 - DEFERRED SALARY LEAVE PLAN

54.01 Description:

- (a) The Deferred Salary Leave Plan shall afford employees the opportunity of taking a leave of absence from **six (6) months to one (1) year**, and, through deferral of salary, finance the leave.
- (b) Employers and employees may enter into any variation of this plan by mutual consent of the two parties involved.

54.02 Eligibility:

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

54.03 Application and Approval:

- (a)
 - 1. An employee shall make written application to her Employer on or before January 31st of the year in which the deferment is to commence, requesting permission to participate in the Plan.
 - 2. Notwithstanding 3(a), an Employer may waive the deadline of January 31st under special circumstances.
- (b) Written acceptance, or denial, of the employee's request, with explanation, shall be forwarded to the employee by April 1st in the year the original request is made.

- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employer.
- (d) All employees wishing to participate in the Plan shall be required to sign a contract (Appendix "B") before final approval for participation shall be granted.

54.04 Salary Deferral:

- (a) In each year of participation in the Plan preceding the year of leave **or portion thereof**, 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 year of leave **or portion thereof**.
- (b) The salary deferred shall be deposited in a deposit account in trust for each employee. The terms and conditions related to the deposit account at the Bank with which the Employer deals shall apply.
- (c) In the year of the leave **or portion thereof** the Employer shall pay to the employee the total of the deferred income plus all accrued interest in instalments conforming to the regular pay periods.

54.05 Benefits:

- (a) An employee's benefits shall be maintained by the Employer during the leave of absence. Any benefits tied to salary shall be structured according to actual salary paid.
- (b) Sick leave credits and vacation leave credits shall not accumulate during the year spent on leave **or portion thereof**; however an employee shall be permitted to carry over any unused credits to their return.
- (c) Employees who are members of the Pension Plan shall have pension contributions deducted on salary received in each year of participation in the Plan.

54.06 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 year of leave **or portion thereof**. In this instance, an employee may choose to remain in the Plan or 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 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.

54.07 Deferral of Leave:

If the year of leave **or portion thereof** 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.

54.08 Return from Leave:

- (a) On return from leave, an employee shall return to her previous position or to a position similar to that which she held immediately prior to going on leave.
- (b) An employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the one year leave of absence not been taken.

ARTICLE 55 - RETROACTIVITY - MONETARY BENEFITS

55.01 All benefits of the Collective Agreement, excluding wages, shall become effective from **the signing date** forward. Wages shall be in accordance with the schedule set out in Appendix "A".

ARTICLE 56 - TERM OF AGREEMENT

56.01 Effective Date:

This Agreement shall be binding and remain in effect from **April 1, 2000 to March 31, 2003** and shall continue from year to year thereafter unless either Party gives notice to the other Party in writing at least sixty (60) days prior to the expiry date that it desires its termination or amendment.

56.02 Changes in Agreement:

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

56.03 Notice of Changes:

Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed.

Negotiations shall commence within twenty (20) days of such notice unless mutually agreed to by the Parties.

56.04 Notwithstanding article 56.01, the agreement may be re-opened for a period of one year for the purpose of dealing with recruitment, retention and/or shortage issues. A committee shall be established consisting of three union representatives and equal representation of the Employer. The committee shall review the circumstances of those classifications brought forth by either the Employer or the Union, and make recommendations to the parties. The parties agree that classifications may only be considered on the basis of objectively substantiated evidence. These matters shall be brought back to the negotiation committees for negotiations. If the parties are unable to agree to the inclusion or exclusion of a classification, a rate of pay, or benefits, such dispute shall be submitted to interest arbitration. The arbitration board shall have jurisdiction to resolve any and all disputes arising out of these issues.

This agreement will endure and be binding upon not only the parties hereto mentioned but also their respective successors.

Dated at Charlottetown, Prince Edward Island,
this _____ day of _____, 2001

HEALTH NEGOTIATION COMMITTEE

**INTERNATIONAL UNION OF
OPERATING
ENGINEERS
LOCAL 942**

GROUP 8							
Admitting/Switchboard/Health Records Sprvr.	Current		\$15.95	\$16.62	\$17.30	\$18.03	\$18.78
Clerk 8	April 1, 2000		\$16.35	\$17.04	\$17.73	\$18.48	\$19.25
Combined Technician 1	April 1, 2001		\$16.76	\$17.46	\$18.18	\$18.94	\$19.73
Pharmacy Assistant 2	April 1, 2002		\$17.18	\$17.90	\$18.63	\$19.42	\$20.22
GROUP 9							
Cardio-Pulmonary Technologist 1	Current	\$16.34	\$17.03	\$17.74	\$18.48	\$19.25	\$20.05
Combined Technician 2	April 1, 2000	\$16.75	\$17.46	\$18.18	\$18.94	\$19.73	\$20.55
	April 1, 2001	\$17.17	\$17.89	\$18.64	\$19.42	\$20.22	\$21.07
	April 1, 2002	\$17.60	\$18.34	\$19.10	\$19.90	\$20.73	\$21.59
GROUP 10							
Biomedical Technologist	Current	\$16.65	\$17.33	\$18.06	\$18.81	\$19.60	\$20.41
Medical Laboratory Technologist 1	April 1, 2000	\$17.07	\$17.76	\$18.51	\$19.28	\$20.09	\$20.92
Radiation Technologist 1	April 1, 2001	\$17.49	\$18.21	\$18.97	\$19.76	\$20.59	\$21.44
	April 1, 2002	\$17.93	\$18.66	\$19.45	\$20.26	\$21.11	\$21.98
GROUP 11							
Respiratory Therapist 1	Current	\$17.32	\$18.04	\$18.80	\$19.58	\$20.39	\$21.25
	April 1, 2000	\$17.75	\$18.49	\$19.27	\$20.07	\$20.90	\$21.78
	April 1, 2001	\$18.20	\$18.95	\$19.75	\$20.57	\$21.42	\$22.33
	April 1, 2002	\$18.65	\$19.43	\$20.25	\$21.09	\$21.96	\$22.88
GROUP 12							
Diagnostic Sonographer	Current	\$17.68	\$18.41	\$19.19	\$19.98	\$20.82	\$21.69
Medical Laboratory Technologist 2	April 1, 2000	\$18.12	\$18.87	\$19.67	\$20.48	\$21.34	\$22.23
Orthotic Technician (Registered)	April 1, 2001	\$18.58	\$19.34	\$20.16	\$20.99	\$21.87	\$22.79
Radiation Technologist 2	April 1, 2002	\$19.04	\$19.83	\$20.67	\$21.52	\$22.42	\$23.36
GROUP 13							
	Current	\$18.21	\$18.96	\$19.76	\$20.58	\$21.43	\$22.33
Medical Laboratory Specialist 1	April 1, 2000	\$18.67	\$19.43	\$20.25	\$21.09	\$21.97	\$22.89
Radiation Technologist 3	April 1, 2001	\$19.13	\$19.92	\$20.76	\$21.62	\$22.51	\$23.46
Diagnostic Sonographer Specialist	April 1, 2002	\$19.61	\$20.42	\$21.28	\$22.16	\$23.08	\$24.05
GROUP 14							
Medical Laboratory Specialist 2	Current	\$19.17	\$19.96	\$20.80	\$21.66	\$22.56	\$23.50
Occupational Therapist 1	April 1, 2000	\$19.65	\$20.46	\$21.32	\$22.20	\$23.12	\$24.09
Physiotherapist 1	April 1, 2001	\$20.14	\$20.97	\$21.85	\$22.76	\$23.70	\$24.69
Radiation Technologist 4	April 1, 2002	\$20.64	\$21.49	\$22.40	\$23.33	\$24.29	\$25.31
Radiation Therapist							
Respiratory Therapist 2							
GROUP 15							
Certified Orthotist	Current	\$20.22	\$21.05	\$21.93	\$22.85	\$23.81	\$24.80
Certified Prothetist	April 1, 2000	\$20.73	\$21.58	\$22.48	\$23.42	\$24.41	\$25.42
Medical Laboratory Specialist 3	April 1, 2001	\$21.24	\$22.12	\$23.04	\$24.01	\$25.02	\$26.06
Occupational Therapist 2	April 1, 2002	\$21.77	\$22.67	\$23.62	\$24.61	\$25.64	\$26.71
Physiotherapist 2							
GROUP 16							
	Current	\$21.39	\$22.28	\$23.21	\$24.16	\$25.17	\$26.22
Medical Laboratory Specialist 4	April 1, 2000	\$21.92	\$22.84	\$23.79	\$24.76	\$25.80	\$26.88
Physiotherapist 3	April 1, 2001	\$22.47	\$23.41	\$24.39	\$25.38	\$26.44	\$27.55
	April 1, 2002	\$23.03	\$23.99	\$24.99	\$26.02	\$27.11	\$28.24

APPENDIX "B"

DEFERRED SALARY PLAN CONTRACT

I have read the terms and conditions of the Deferred Salary Plan (Article 54) and hereby agree to enter the Plan under the following terms and conditions:

(1) Enrolment Date

I wish to enroll in the Deferred Salary Plan

commencing _____.

(2) Year of Leave

I shall take my leave of absence from the

to_____

(3) Financial Arrangements

The financing of my participation in the Deferred Salary Plan shall be according to the following schedule:

DATE: _____

Employee

Witness

For the Employer

Witness

APPENDIX "C"

CONDITIONS FOR LINE SHARING

1. Line sharing may involve only two employees, both of whom must be in permanent positions. (Notwithstanding the above, where line sharing arrangements involving more than two employees have previously existed, such practice may continue).
2. It shall be the responsibility of an employee who wishes to reduce hours of work to secure a partner within his/her work unit who wishes to increase hours of work and whose work schedule and qualifications are compatible.
3. The employee shall then make a written request to the Employer identifying the other employee wishing to line share. The Employer shall provide a copy of the line sharing request to the Union.
4. Line sharing will be approved on a case by case basis.
5. It is recognized that it is a retained management right to approve employees for line sharing. The Union shall be advised of management's decision to approve or deny any such request.
6. A line sharing arrangement that results in the violation of the guidelines or any other provision of the collective agreement shall not be approved without the express and prior approval of the Union.
7. A permanent full time employee who reduces his/her regular hours of work shall be considered, for purposes of benefits, to be occupying a temporary part-time position. Benefits shall be earned in proportion to hours worked. Life insurance benefit reflect each employee's permanent status. The full time employee shall not reduce below .5 FTE nor shall the part-time employee increase hours of work beyond .9 FTE.
8. Employees entering line sharing shall have the arrangement reviewed after three (3) months and approved for a period of up to one (1) year. In no case shall the line sharing arrangement extend beyond twenty-four (24) months.
9. 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 his/her original hours of work.
10. Full time employees who enter into a line sharing arrangement as an alternative to permanent part-time employment will be encouraged to apply for part-time positions as they become available.

11. Employees entering a line sharing arrangement shall be required to sign the Line Sharing Agreement. A copy shall be forwarded to the Union and the employees.
12. Any of the Parties to the line sharing agreement may terminate the arrangement at any time by giving one month's notice.

APPENDIX "D"

CONDITIONS FOR JOB SHARING

The guidelines for job sharing are as follows:

1. The Union and the Employer hereby agree that job sharing shall mean the equal sharing of one (1) permanent full time position by two (2) permanent full time employees.
2. Job sharing shall only be initiated by interested permanent full time employee(s) 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 full time position and there shall be no reduction in the total working hours of the position.
4. Any employee(s) who wishes to initiate a job sharing arrangement shall seek a permanent full time employee within the same classification who may be agreeable to job sharing their position.

Once this is done, the employee shall make a written request to the Employer identifying the position to be shared and the other employee who will be job sharing.

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. The employees who enter into a job sharing arrangement shall do so as if they were securing a permanent position with the Employer and the conditions and responsibilities of such shall apply.
9. 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.

10. In the event an employee vacates his/her portion of the job shared position for a reason other than that outlined in Article 9, 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.
11. 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.

LETTER OF UNDERSTANDING

RE: COMMITTEE ON USE OF CASUALS

The parties agree that, at the Union's request, a Committee of not less than six (6) members with equal representation from each party shall be established to investigate the use of casual employees and the number of casual shifts (including extra shifts worked by permanent employees); and to determine if the pattern is such that certain casual employees should be deemed permanent or that permanent positions should be created. The Committee shall meet within sixty (60) days following the request and shall complete its mandate within six (6) months following.

LETTER OF UNDERSTANDING

CLASSIFICATION SPECIFICATION AND JOB DESCRIPTION

The Parties agree that the Department of Health and Social Services shall establish classification specifications for each classification within the IUOE bargaining unit, as soon as possible but no longer than a year from the date of this document.

The Employers further agree to develop a job description for each permanent position within the IUOE bargaining unit, as soon as possible but no longer than a year from the date of this document.

Copies of both the classification specifications and the job descriptions shall be provided to both parties.

This Memorandum of Settlement made as of the 15th day of December 2000

BETWEEN:

THE HEALTH NEGOTIATION COMMITTEE
(The "HNC")

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
("The Union")

Whereas the HNC and the Union are parties to a Collective Agreement dated the 11th day of October, 1996, which Collective Agreement was entered into for the period April 1, 1996 to March 31, 1999;

And Whereas the HNC and the Union commenced negotiations for a new Collective Agreement in April, 2000;

And Whereas a tentative agreement between the HNC and the Union with respect to all outstanding issues was reached on December 12, 2000;

And Whereas both the HNC and the Union are prepared to recommend ratification of the aforesaid tentative agreement.

Now therefore be it remembered that, subject to ratification, the HNC and the Union have agreed as follows:

1. The following articles of the said 1996-1999 collective agreement be carried over into a new agreement without amendment:

Article 1	Preamble
Article 2	Application of Agreement
Article 5	Recognition
Article 6	Responsibility for Continuance of Operation
Article 8	No Discrimination
Article 10	Precedence of Legislation
Article 12	Correspondence
Article 14	Employer-Employee Bargaining Committee
Article 31	Adverse Weather Conditions Policy
Article 34	Severance Pay
Article 36	Payment of Wages and Allowances
Article 37	Payroll Periods
Article 40	Portability of Benefits upon Resignation and Transfer

Article 41	Emergency
Article 42	Disaster Plan Exercises
Article 44	Merger and Amalgamation
Article 45	Establishment or Elimination of a Position
Article 46	Technological Change
Article 47	Bulletin Boards
Article 48	Research Project
Article 50	Meetings on Employer Property
Article 51	Dressing Rooms
Article 52	Department
Article 53	Present Conditions and Benefits

2. The parties agree that the following articles of the said 1996-1999 collective agreement be carried over into a new agreement unchanged except for the amendments indicated in Schedule "A".

Article 3	Definitions
Article 4	Probationary Period
Article 7	Management Rights
Article 9	Union Security and Check-off of Dues
Article 11	The Employer And The Union Shall Acquaint New Employees
Article 13	Employer-Employee Consultation Committee
Article 15	Grievance Procedure
Article 16	Arbitration
Article 17	Discharge, Suspension, and Discipline
Article 18	Seniority
Article 19	Promotions and Staff Changes
Article 20	Lay-Offs and Rehiring
Article 21	Hours of Work
Article 22	Overtime
Article 23	Vacations
Article 24	Holidays
Article 25	Sick Leave
Article 26	Leave of Absence
Article 27	Educational Leave, In-Service Education
Article 28	Maternity Leave
Article 29	Compassionate Leave
Article 30	Injured on Duty
Article 32	Termination of Employment(Other than Discharge Article 17)
Article 33	Retirement and Retirement Allowance
Article 35	Temporary Assignments
Article 38	Health and Safety
Article 39	Group Insurance and Pension Plan
Article 43	Subcontracting

Article 49 Disabled Employee Preference
Article 54 Deferred Salary Leave Plan
Article 55 Retroactivity-Monetary Benefits
Article 56 Term of Agreement

3. The parties agree that Appendix "A" of the collective agreement shall be adjusted to reflect the following economic adjustments:
April 1, 2000 - 2.5%
April 1, 2001 - 2.5%
April 1, 2002 - 2.5%

Dated this 15th day of December 2000.

For The Health Negotiation Committee

**For The International Union
of Operating Engineers**

ARTICLE 3 - DEFINITIONS

- 3.01 "Bargaining Unit" means all employees employed in classifications listed in Appendix "A" of this Agreement.
- 3.02 "Casual Employee" is an employee who is employed to work on a day-to-day basis as required and whose accumulated hours do not exceed seventy-five (75) hours per four-week period. Casual employees are not considered as filling permanent positions.
- 3.03 "Classification" means the position a person holds, as listed in Appendix "A" of this Agreement.
- 3.04 "Common-law spouse", as referred to in articles of this collective agreement, means a person, male or female, who lives with another person **as if that person were his/her spouse** for a period of one year or more **and includes same-sex partners**.
- 3.05 "Department" means a working unit or service, as defined by the Employer.
- 3.06 "Employee" means any person in the bargaining unit who is employed by the Employer for remuneration.
- 3.07 "Employer" means a Regional Authority established pursuant to the Health And Community Services Act (the West Prince Regional Authority; The East Prince Regional Authority; the Queens Regional Authority; the Southern Kings Regional Authority; and the Eastern Kings Regional Authority).
- 3.08 "Permanent Full-Time employee" means an employee who works a normal schedule of hours as listed in Article 21 and who has completed the probationary period.
- 3.09 "Permanent Part-Time employee" is an 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 benefits of this Agreement on a pro rata basis.
- 3.10 "Probationary employee" means an employee as defined in Article 3.9 and 3.10 who has not completed the probationary period.
- 3.11 "Promotion" means an appointment by an Employer of an employee from one classification to another classification for which the employee gains greater satisfaction.
- 3.12 "Seniority" is the length of unbroken service from the last date of hire for a

permanent full time employee and prorated for a permanent part-time employee. Seniority shall operate on an Employer-wide basis, i.e. by Region.

- 3.13 "Shift" means the normal consecutive working hours scheduled for each employee which occur in any 24-hour period. In each 24-hour period there will normally be three shifts, viz, day, evening, and night. The first shift of each day shall be the night shift. The day shift is defined as any shift which commences between the hours of 0500 and 1100.
- 3.14 "Shift Schedule" means a written statement setting forth the days and hours upon which the employees are required to work.
- 3.15 "Temporary employee" means a person who is employed to work for a specified period of time to fill a position which is vacant, due to the absence of a permanent employee through illness, accident, vacation or approved leave of absence. **Subject to Union approval, the Employer may also post a temporary position for a special project or extra workload for a period of up to one year. Such approval is not to be unreasonably withheld.** Any position occupied by a temporary employee shall be assumed by the holder of the permanent position on her return to duty. If the position for which the temporary employee was hired becomes vacant, it shall be posted in accordance with Article 19 of this Agreement. The temporary employee shall have all rights and privileges of the collective agreement except seniority. Temporary employees are not considered as filling permanent positions. Should a temporary employee be hired in a permanent position without a break in their temporary employment, seniority shall be retroactive to the date of hire in the temporary position.
- 3.16 "Week-end" shall mean Saturday and Sunday.
- 3.17 "Shall" is imperative and "may" is permissive.
- 3.18 Words importing male persons include female persons and vice versa.
- 3.19 Words in the singular include the plural and words in the plural include words in the singular.

ARTICLE 4 - PROBATIONARY PERIOD

- 4.01 "Probationary Period" shall be a period of four hundred and eighty-seven and one-half (487.5) hours of work from the date of hiring in a permanent position. Upon completion of the probationary period, seniority shall be effective from the original date of employment.
- 4.02 The probationary period may be extended beyond the four hundred and eighty-seven and one-half (487.5) hours of work limit. A performance appraisal and written notice of the extension will be given to the employee prior to the extension period. Such extension shall not exceed **three** hundred (**300**) hours of work and shall not be renewable.
- 4.03 During their probationary period, employees shall benefit from all of the provisions of this Collective Agreement, except in respect to discharge.

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.

These rights include but are not limited to the following:

- (a) to maintain efficiency and to make, alter, enforce, rules and regulations to be observed by employees;
- (b) to direct, hire, promote, demote, transfer, **evaluate performance**, suspend, discipline, or dismiss employees, and to assign employees to shifts;
- (c) to schedule holidays, evaluate jobs, classify positions, and specify the employee's duties, and;
- (d) to manage its operations in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in its operations; to require suitable dress, to schedule the work and services to be provided and performed; to make, alter, and enforce regulations governing the use of materials, equipment, and services as may be deemed necessary in the interests of the safety and well being of the public.
- (e) These rights shall not be exercised in a manner inconsistent with the expressed provision of this Agreement.
- (f) To maintain the competence of employees, management reserves the right to rotate staff on a routine basis at its discretion.

ARTICLE 9 - UNION SECURITY AND CHECK-OFF OF DUES

- 9.01 The Employer shall deduct each month from the salary due every employee an amount equal to the established monthly dues of the Union. Such monthly dues may be deducted proportionately on a bi-weekly basis.
- 9.02 The sums deducted pursuant to this Article shall be remitted to the treasurer of the Union prior to the 15th of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of the treasurer and of the amount of monthly dues from time to time as changes occur. The Employer shall, within sixty (60) days of the signing of this Agreement, provide the Union with the list of those employees from whom deductions from their salary has been made. The monthly payment of deductions made shall be accompanied either by a full list of employees affected or a list giving additions and deletions.
- 9.03 The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.
- 9.04 The Employer shall print the amount of Union dues paid in the previous year on each employee's Income Tax (T-4) slip.
- 9.05 The Employer shall forward to the Union, by **December 1st** of each year, each **member's** name, birth date, home address, **status, job title, classification and work location**.

ARTICLE 11 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 11.01 As soon as reasonably possible after the signing of the contract, 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.
- 11.02 The cost of printing this Agreement in numbers sufficient for distribution to each party shall be borne equally by the Employer and the Union.
- 11.03 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 9, dealing with Union security and dues check-off.
- 11.04 On commencing employment, the employee's immediate Supervisor shall arrange to introduce the new employee to one of his or her union steward(s) or unit representative(s) within the region.
- 11.05 The Employer shall forward to the Union office a list of all employees who have retired or resigned and of all newly hired employees together with their proper mailing addresses, within thirty (30) days of the said events.**
- 11.06 The employer shall provide a current casual list when requested.**

ARTICLE 13 - EMPLOYER-EMPLOYEE CONSULTATION COMMITTEE

13.01 Establishment of Employer-employee Consultation Committee:

A Committee shall be established in each Region consisting of the following: two (2) Union representatives in West Prince, two (2) representatives in Eastern Kings, two (2) representatives in Southern Kings, four (4) representatives in the Queens Region and three (3) representatives in East Prince, and equal representation of the Employer. The committee shall enjoy the full support of both parties in the interest of improved service to the public, and job security for the employees.

13.02 Function of Employer-employee Consultation Committee:

The 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 employee.
- (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.

13.03 Meetings of Employer-employee Consultation Committee:

The Committee shall meet at least quarterly, or at the call of the Chair.

13.04 Chair of the Meeting:

An Employer and a Union representative shall be designated as joint **chairpersons** and shall alternate in presiding over meetings.

13.05 Minutes of Meetings:

Minutes of each meeting of the Committee shall be prepared and signed by the joint chair as promptly as possible after the close of the meeting. The Bargaining Unit, their representative, and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

13.06 Jurisdiction of Committee:

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee 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 Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 13.07 The Employer shall allow two (2) representatives from the bargaining unit in the West Prince Region, two (2) from the Eastern Kings Region, two (2) from the Southern Kings Region, four (4) from the Queens Region and three (3) from the East Prince Region to attend the Annual Prince **Edward** Island Labour Management Relations Conference without loss of pay or benefits.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.01 For the purposes of this Agreement "grievance" shall be defined as 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.
- 15.02 Both parties recognize the benefit of dealing with such disputes as quickly as possible and shall make an earnest effort to settle such disputes promptly and fairly in the following manner:
- (a) Step I
Within five (5) working days of the known grievance, the aggrieved employee, with a representative, shall meet with the **immediate supervisor or manager** at Step I in an attempt to resolve the dispute.
- Step II
Failing satisfactory settlement of the grievance in Step I, the grievance shall be referred in writing to the designated representative at Step II within five (5) working days of the reply to Step I. The designated representative shall render a decision within five (5) working days of being presented with the grievance.
- Step III
Failing satisfactory settlement of the grievance in Step II, the grievance may be referred to arbitration as outlined in Article 16 within ten (10) working days of receipt of the decision referred to in Step II.
- 15.02 (b) The Employer shall designate a representative at each level of the grievance procedure and the Employer shall advise the Union of the same. In the event the Employer does not designate a representative, the representative shall be deemed to be the Region's Chief Executive Officer.
- 15.03 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.
- 15.04 The Union or the Employer may institute a grievance and shall commence such procedure at Step II.
- 15.05 Replies to grievances, stating reasons, shall be in writing at all stages.
- 15.06 The Employer shall provide the necessary facilities for all grievance meetings.
- 15.07 If either party fails to process a grievance to the next step in the grievance

procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

- 15.08 No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 16 - ARBITRATION

16.01 Composition of Board of Arbitration:

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) working days thereafter, the other party shall answer by registered mail indicating the name and address of its **nominee** to the arbitration board. The two **nominees** shall then to select an impartial **chair**.

16.02 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 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.

16.03 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) working days of their appointment, the appointment shall be made by the Minister **responsible for Labour** upon request of either party.

16.04 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 attempts at justice, the Board shall, as much as possible, follow a layman'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.

16.05 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 of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

16.06 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.

16.07 Expenses of the Board:

Each party shall pay:

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

16.08 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

16.09 Witnesses:

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) 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. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

16.10 Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. All the provisions of Article 16 shall apply.

ARTICLE 17 - DISCHARGE, SUSPENSION, AND DISCIPLINE

17.01 Discharge Procedure:

An employee who has completed his four hundred and eighty-seven and one-half (487.5) hours of work probationary period may be dismissed, but only for just cause, and only upon the authority of the Employer. A Department Head may suspend an employee but shall immediately report such action to the Employer. When an employee is to be discharged or suspended, he shall be given the reason in the presence of his shop steward, unit representative or his designate. Such employee and the Union shall be advised within seven (7) working days in writing by the Employer of the reason for such discharge or suspension.

17.02 Unjust Suspension or Discharge:

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board. Any monies earned by the employee during a period of suspension or discharge shall not be deducted from any award made under this Article.

17.03 Warnings:

Whenever the Employer or his authorized agent deems it necessary to censure a permanent employee, in a manner indicating that dismissal may follow any further infraction if such employee fails to bring his work up to a required standard by a given date; the Employer shall, within ten (10) working days thereafter, give written particulars of such censure discipline to the employee involved, with a copy to the Business Representative of the Union.

17.04 Adverse Report:

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his work record for use against him at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his record. The record of an employee shall not be used against him at any time after twelve (12) months following the serving of a suspension or disciplinary action, including letters of reprimand or

- any adverse reports.
- 17.05 Absence from work for more than three (3) consecutive working days without the consent of the Department Head or Chief Executive Officer shall be grounds for dismissal. Under exceptional circumstances the employee will be relieved of the obligation to obtain consent for such an absence from the Department Head or Chief Executive Officer.
- 17.06 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to an immediate hearing under Article 16 and shall not be obliged to follow Steps I and II.
- 17.07 An employee has the right, after making an appointment and during regular working hours, to consult his/her personnel file.
- 17.08 There shall be only one (1) recognized personnel file.**
- 17.09 When an employee is requested to meet with the supervisor on a matter that will probably lead to the discipline of that employee, the supervisor shall inform the employee of the right to have a Union representative present.**

ARTICLE 18 - SENIORITY

18.01 Seniority List:

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

18.02 Retention, Accumulation and Loss of Seniority:

Seniority rights shall be retained and accumulated when an employee is absent from work because of sickness, accident, or leave of absence with pay approved by the Employer. An employee laid off for up to eighteen (18) consecutive months shall retain but not accumulate seniority. An employee shall lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns;
- (c) he is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;
- (d) she is laid off for a period longer than eighteen (18) consecutive months;
- (e) having been laid off he fails to return to work within two (2) weeks of recall.
- (f) the employee is excluded from the bargaining unit for a period longer than **twelve (12)** consecutive months pursuant to Article 18.4.

18.03 Calculation of Seniority:

- (a) **Seniority shall be calculated based on hours worked. Hours worked shall not include overtime or call-back.**
- (b) **For the purpose of calculating seniority hours, seniority shall be retained and accumulated when an employee is absent from work on any leave of absence with pay, on any union leave or in the event of a maternity leave, paternity leave or injury on duty leave. In the case of maternity or paternity leave or injury on duty leave, the calculation of hours shall be based on the employee's appropriate employment guarantee.**

18.04 Transfer and Seniority Outside Bargaining Unit:

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the

bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If such an employee returns to the bargaining unit within **twelve (12)** months, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

18.05 When an employee has been granted leave of absence with pay, the seniority of such employee shall be retained and accumulated and any benefits measured by length of service shall accumulate during such paid leave of absence.

18.06 When an employee has been granted a leave of absence without pay, the employee shall retain his seniority but shall not continue to accumulate seniority.

ARTICLE 19 - PROMOTIONS AND STAFF CHANGES

19.01 Job Postings:

When any vacancy occurs or a new position is created within the bargaining unit, the Employer shall immediately post notice of the position on bulletin boards for a minimum of seven (7) days excluding statutory holidays. A copy of all postings shall be forwarded to the Union on the day of the posting.

19.02 Information on Postings:

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, the number of hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants."

19.03 No Outside Advertising:

No outside advertising for any vacancy shall be placed nor shall any outside applicant be considered for a vacancy until the applications of present employees have been fully processed. When advertising outside, all advertisements shall state that such position is unionized and that wages and benefits are as the Collective Agreement of the International Union of Operating Engineers Local 942. This does not prevent the Employer from receiving and retaining on file unsolicited applications from outside the bargaining unit.

19.04 Within seven (7) working days of the date of appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin board for a minimum of seven (7) working days excluding weekends and holidays.

19.05 Role of Seniority in Promotion and Transfers:

In making staff changes, primary consideration shall be given to qualifications and ability to perform the required duties. When qualifications and ability are equal, seniority shall govern.

19.06 Trial Period:

The successful applicant shall be placed on trial in the new classification for a period of three hundred (300) working hours. This trial period may be extended by written agreement of both parties. Conditional on satisfactory service, the employee shall be declared permanent after the period of three hundred (300) working hours. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to

his former position wage or salary rate without loss of seniority. **If the permanent position is within the same classification and department, no further trial period shall be required.**

- 19.07 If a vacancy exists, then a permanent full time or a permanent part-time employee who has completed her probationary period, may apply for the position and shall be given preference over casual employees in accordance with this Article.
- 19.08 (a) Casual employees **who apply for a temporary or permanent position** shall be given preference over new applicants where the employee has the qualifications and ability to perform the duties of the position.
- (b) **A casual employee hired in a temporary position of twelve (12) months or more will be entitled to the benefits outlined in Articles 39.01 and 39.02**
- 19.09 Consideration for promotion will be given to the senior applicant who does not possess the required **qualifications**, but is preparing for qualifications prior to filling of the vacancy. Such employee will **be** given a trial period to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.
- 19.10 **Consideration for promotion may be given to the senior applicant who does not possess the stated qualifications but who possesses the equivalent work experience.**

ARTICLE 20 - LAY-OFFS AND REHIRING

- 20.01 Lay-off shall mean:
the termination of employment of an employee; or a reduction in the employee's regular hours of work, due to:
- (a) a lack of work; or
 - (b) a reduction or a discontinuation of a service or services.
- 20.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. employees shall be recalled in the order of their seniority providing they are qualified to do the work.
- 20.03 No new applicant will be hired until those laid off have been given an opportunity for re-employment in positions for which qualified.
- 20.04 An employee who has received notification of lay-off may:
- (a) displace (bump) an employee with less seniority in the same or lower paid classification, provided she is qualified to do the work, and shall notify the employer and the Local of her decision to do so within five (5) working days of the lay-off notice; or
 - (b) apply for severance pay and waive the right to recall; or
 - (c) accept lay-off with recall rights.
- 20.05 The Employer shall provide any employee who exercises bumping rights with written notice of transfer to her new position. Any employee displaced by such transfer shall be provided with written notice of lay-off in accordance with Article 20.6.
- 20.06 The Employer shall notify employees who are to be laid off forty-five (45) calendar days prior to the effective date of lay-off, or award pay in lieu of, unless a greater period of notice is required by legislation, in which case such greater period of notice or pay in lieu thereof shall be given. Pay in lieu of notice shall be based on the number of hours the laid off employee would have normally been scheduled to work.
- 20.07 When an employee bumps into a position with the lower maximum rate of pay, the employee shall continue to receive pay at his rate of pay in effect at the time until such time as the maximum rate of pay for his new position exceeds his rate of pay in effect at the time of the bumping.
- 20.08 (a) Recall rights shall exist for a period of eighteen (18) consecutive months

and shall lapse if the lay-off lasts more than eighteen (18) consecutive months. Notwithstanding Article 18.2(e), should an employee on lay-off be recalled for a period of time less than thirty (30) calendar days, the employee shall not be required to return to work. If the employee does return to work, she shall accrue seniority and any benefits measured by length of service for all hours worked.

- (b) Employees who are recalled for temporary periods of work shall not require a notice of lay-off when the recall is for a specific period and the lay-off date is pre-determined and announced at the time of the recall.
- (c) Employees who are recalled for temporary periods of work and are subsequently laid off shall have their recall rights renewed for a period of eighteen (18) consecutive months.

20.09 Employees with recall rights are entitled to the benefits of Article 39.1 and Article 39.2 of the Collective Agreement.

20.10 Employees on lay-off are entitled to apply for any job vacancies arising out of job postings.

ARTICLE 21 - HOURS OF WORK

- 21.01 All employees covered by this Agreement shall not normally work in excess of seven and one-half (7.5) hours per day, five (5) days per week. The normal 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. Employees who are not permitted to leave the work station during the meal period shall be paid at time and one half (1.5) for the meal period.
- 21.02 Each employee shall receive two (2) consecutive days off in each week unless otherwise agreed.
- 21.03 **The Employer will guarantee one (1) weekend off out of every three (3) weekends, and where possible, every second weekend off. Employees shall not work more than two (2) consecutive weekends without a weekend off, unless otherwise mutually agreed.**
- 21.04 Shift schedules, including starting and stopping times, shall be posted in the appropriate department at least two (2) weeks in advance. The employee concerned shall be notified at least twenty-four (24) hours in advance if a change is made in the schedule, including starting and stopping times. If the employee does not receive at least twenty-four (24) hours notice in advance, the employee shall be compensated for all hours worked she would normally have had off at the overtime rate. If a change in the schedule results in the employee working on a day she had scheduled off the employee shall have her day off rescheduled at an alternate day. An employee who reports for work at a scheduled starting time and has not received prior notice that the starting time of a shift has changed shall be paid for the scheduled hours at the employee's regular rate of pay, if no work is made available for the employee.
- 21.05 Rotations from one shift to another shall be divided equally among the available employees during the term of this Agreement. 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.
- 21.06 No employee shall be required to work more than seven (7) consecutive day shifts or more than seven (7) consecutive evening or night shifts without days off.
- 21.07 There shall be at least sixteen (16) hours between shifts unless otherwise agreed to by mutual consent.
- 21.08 Each employee may state her preference with regard to days off before the work schedule is drawn up and consideration shall be given to these preferences

whenever they do not conflict with the need to maintain service and adequate levels of staffing.

- 21.09 An employee shall not be required to work a double shift without her consent. All hours worked on the second shift shall be at the overtime rate.
- 21.10 Employees may exchange their days off with the consent of the Department Head.
- 21.11 There shall be no split shifts unless mutually agreed between the employee and the Employer.
- 21.12 Each employee shall receive two (2) - ten (10) minute rest periods on each shift.
- 21.13 The changing of Daylight Saving to Standard Time, or vice versa, shall not result in employees being paid more or less than their normal scheduled daily hours, and no overtime shall accrue.
- 21.14 Attendance at educational workshops, training courses, professional meetings, for a period of not less than six (6) hours shall be considered a full working day, or a complete shift.
- 21.15 Notwithstanding the hours of work as outlined in this Article, alternate schedules for a particular area or department may be adopted by mutual consent of both parties provided the total hours of work over a scheduled period are not changed. The alternate schedule shall remain in effect unless either party gives sixty (60) days notice of its intent to terminate the alternate arrangement.
- 21.16 (a) A shift differential premium shall be paid to an employee for work performed between 1900 hours and 0800 hours providing the majority of the employee's shift falls within this time period. **Effective the signing date of the Agreement, the rate shall be \$1.25 per hour. Effective April 1, 2001, the rate shall be \$1.50 per hour.**
- (b) A weekend premium shall be paid to an employee for all hours worked between 2400 hours Friday and 2400 hours Sunday. **Effective the signing date of the Agreement, the rate shall be \$.75 per hour. Effective April 1, 2001, the rate shall be \$1.00 per hour.**
- (c) **The weekend premium shall be paid in addition to the shift differential premium.**
- 21.17 (a) Part-time employees who want to work in excess of their minimum employment guarantee shall be given preference over casual employees for extra shifts in their department provided they have given their Employer written notification and provided the extra shifts are booked

forty-eight (48) hours prior to the effective date of the Shift Schedule posted pursuant to Article 21.04 **or in any instance where the shift is available fourteen days in advance.**

- (b) Permanent part-time employees who are scheduled for extra shifts less than forty-eight (48) hours in advance are not entitled to paid leave for those extra shifts.
- (c) **Permanent part-time employees shall not be required to work in excess of their minimum employment guarantee unless there are exceptional circumstances. Those part-time employees who do not wish to work extra shafts but do so at the request of the employer with less than forty-eight (48) hours notice shall be paid at the overtime rate.**

21.18 Flexible Hours:

- (a) **Subject to Employer and Union approval, non-shift employees may voluntarily opt for an alternate work schedule which permits them to complete their normal weekly hours of work of thirty-seven and one half (37.5) hours averaged over a four week period. Such alternate schedules shall be posted in the manner prescribed by the Collective Agreement for the regular schedule.**
- (b) **All requests and responses under this article shall be in writing, and copied immediately by the Employer to the Union office.**
- (c) **Overtime shall be payable for work in excess of their newly scheduled shift(s) or in excess of thirty-seven and one half (37.5) hours averaged over a four (4) week period.**
- (d) **Where the employee works a twelve (12) hour shift, the designated meal period shall not be less than forty-five (45) minutes each shift and there shall be two (2) fifteen (15) minute rest periods per shift.**
- (e) **Where more than one employee requests an alternate work schedule (within the same work area) and the employer is unable to accommodate all requests, seniority shall prevail.**
- (f) **Unless mutually agreed between the Employer and Union, alternate work schedules shall not be permitted where it results in an increased workload or a scheduling change for other employees.**
- (g) **The employer or the employee may cancel an alternate work schedule on reasonable grounds by giving at least four weeks**

notice.

- (h) The employee shall not earn shift differentials or week-end premiums that she would not otherwise receive under her regular schedule.**

21.19 Line sharing and job sharing arrangements are available to allow members an opportunity to alter their regular hours. The guidelines for such arrangements are set out in Appendices "D" and "E".

ARTICLE 22 - OVERTIME

22.01 An employee who works in excess of normal weekly hours or her normal shift shall be eligible for overtime at time and one-half her regular rate.

22.02 At the request of the employee and where operational requirements permit, compensation for overtime shall be granted in the form of time off at the **appropriate** overtime rate. **If the alternate time off cannot be scheduled prior to the end of the fiscal year, payment shall be made at the applicable overtime rate. Notwithstanding the foregoing, overtime occurring within the last sixty (60) days of the end of the fiscal year may be carried over by the employee to the next year as time off in lieu.**

22.03 Compensation for overtime shall be calculated on the basis of the employee's equivalent hourly rate.

22.04 Compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes at the end of a shift sufficient to provide a reasonable overlap between shifts. Where overtime in excess of such a period is worked, the compensation for overtime shall be calculated from the beginning of such period.

22.05 Overtime beyond the limits of 22.4 above shall be calculated to the nearest half-hour.

22.06 Overtime must be authorized by the Department Head or his delegate.

22.07 (a) Overtime shall apply to all **full-time** employees called back to work on scheduled days off, or vacation.

(b) **Overtime shall apply to part-time employees called back to work while on vacation.**

(c) **Overtime at double the regular hourly rate or double time off in lieu shall apply to all employees called back to work while on vacation leave. The employee's vacation leave shall be rescheduled to another time mutually agreeable to the employee and the Employer.**

22.08 Call-Back:

(a) Call-back is a condition of employment whereby an employee, after he has completed his work period and has left his place of work and prior to reporting for his next regular scheduled work period, is called back to work and returns to work prior to his next regular scheduled work period for a period of non-contiguous overtime.

- (b) Payment for each call-back will be made at triple the hourly rate calculated on his or her regular scale for the position for the first hour or a portion thereof, and the applicable overtime rate for the position for each subsequent hour or portion thereof. Call-back must be authorized by the Department Head. At the request of the employee, and where operational requirements permit, compensation for call-back shall be granted in the form of time off. **If the alternate time off cannot be scheduled prior to the end of the fiscal year, payment shall be made at the applicable call-back rate. Notwithstanding the foregoing, call-back occurring within the last sixty (60) days of the end of the fiscal year may be carried over by the employee to the next year as time off in lieu.**
- (c) If an employee is called back to work, the Employer shall reimburse the employee for actual transportation costs **(taxi) or the PEI government rate for mileage (kilometer) for the distance travelled both to and from the place of work. In either case, the minimum reimbursement shall be \$5.50 and the maximum reimbursement shall be \$10.00.**
- (d) Call-back applies only to Radiation Technologists, Medical Laboratory Technologists, E.C.G. Technicians, E.E.G. Technicians, Respiratory Therapists, Cardio Pulmonary Technicians, Combined Technicians, Occupational Therapists, Nuclear Medicine Technologists, Physiotherapists, Biomedical Technicians, Medical Records and Pharmacy staff, **and any other employee who may be subject to call-back.**

22.09 Stand-By Pay:

An employee who is required to remain on call or stand-by, on completion of their regular hours of work or while on regularly scheduled days off, shall be paid a premium of **\$1.50** for each hour or portion thereof they are required to stand-by or remain on call. All stand-by duties shall be authorized and scheduled by the Employer and no compensation shall be granted for the period of stand-by if the employee does not report for work when required.

22.10 Overtime and stand-by shall be rotated among the qualified employees of the affected department unless the employees agree otherwise amongst themselves.

22.11 Travel Allowance:

- (a) An employee who operates her own motor vehicle in the performance of her duties is eligible to claim reimbursement at **the PEI Government rate per kilometer.**

- (b) An employee who operates her own motor vehicle for short trips in the performance of her duties is eligible to claim a minimum daily allowance of four dollars and fifty cents (\$4.50) or reimbursement in accordance with (a), whichever is greater.

ARTICLE 23 - VACATIONS

23.01 (a) The Employer shall maintain the presently established vacation year, and shall post the vacation policy on the bulletin board for the information of the employees.

(b) Vacation shall be earned from the date of employment.

23.02 Permanent employees shall be entitled to annual vacation with pay in accordance with years of continuous employment as follows:

(a) Less than one (1) year of service - 9.375 working hours for each 162.5 hours worked;

(b) One (1) year to completion of the six (6) years - 9.375 working hours for each 162.5 hours worked (112.5 working hours per year);

(c) After six (6) years of service to completion of **sixteen (16)** years of service - 12.5 working hours for each 162.5 hours worked (150 working hours per year);

(d) After **sixteen (16)** years of service - 15.625 working hours for each 162.5 hours worked (187.5 working hours).

(e) After **twenty-six (26)** years of service - 18.75 working hours for each 162.5 hours worked (225 working hours per year).

Year of service shall mean 1950 hours worked.

23.03 When a holiday falls within an employee's vacation period, that day shall constitute a holiday and not a day of vacation leave. Should a holiday be declared during an employee's vacation period, he must return on the regular date. A compensation day will be allowed at a mutually suitable date.

23.04 An employee whose employment is terminated for any reason shall be paid with his final pay an amount equivalent to any vacation which may have accrued to his benefit in accordance with Article 23.02 above.

23.05 Vacation shall not be cumulative from year to year; however, vacation may be carried forward to the following year. An employee who wishes to carry her entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiry of the vacation year in which the employee ordinarily would take the vacation sought to be carried forward.

23.06 Employees proceeding on vacation may make application for any pay(s) which would fall on pay days occurring during that vacation and receive the same in

advance. Such application must be received by the payroll office one whole pay period prior to the pay period immediately preceding the date of commencement of vacation.

- 23.07 (a) Employees shall be given their choice of vacation periods according to seniority, within their departments. **They shall submit their preferences by April 1st.** Vacation schedules shall **then** be posted by May 1st each year and shall not be changed unless mutually agreed to by the employee and the Employer.
- (b) **Any unscheduled vacation days (not requested prior to May 1st) shall be granted to the employee(s) who first makes the request. However, should two or more requests be submitted on the same day and the employer is unable to accommodate each one, seniority shall prevail.**
- 23.08 An employee hospitalized or confined to **residence** on doctor's orders during his vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate and provided the illness is reported to the Employer at the time it occurs. He shall have his vacation days rescheduled at a later date.
- 23.09 Every effort will be made to grant vacation in one continuous period. Where operational requirements permit, three (3) weeks shall be given in the period of June 1 to September 30. Every employee shall be granted at least two (2) weeks during this period. Employees who wish to take their vacation outside of the period of June 1 to September 30 shall be granted their vacations in one continuous period where operational requirements permit. Preference of vacation periods shall be according to seniority.
- 23.10 (a) An employee, upon his separation from his Employer, shall compensate the Employer for vacation which was taken but not earned at the time.
- (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.
- (c) A permanent employee will not be required to compensate for unearned vacation leave where there is an involuntary separation due to lay-off or permanent disability.

ARTICLE 24 - HOLIDAYS

24.01 All employees shall receive one day paid leave for each of the following holidays each year:

Victoria Day	Boxing Day
Canada Day	New Years Day
Labour Day	Good Friday
Thanksgiving Day	Easter Sunday
Remembrance Day	Floating Holiday
Christmas Day	

and all other days as proclaimed by the Provincial or Federal Governments.

The "Floating Holiday" shall be granted upon request of the permanent full time and permanent part-time employee on a day mutually agreed. Such request shall not unreasonably be denied.

- 24.02 (a) An employee who is scheduled to work, and works, on a holiday, shall receive pay at the rate of time and one-half and shall have the holiday rescheduled.
- (b) When an employee is scheduled to work on Christmas Day and works, the Employee shall be compensated at double the regular hourly rate and have the holiday rescheduled.
- 24.03 If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off within sixty (60) days. Except in the case of an emergency, the alternate day off shall be given immediately preceding or following the employee's regular days off, unless otherwise mutually agreed. If the alternate day off is not given within sixty (60) days, payment shall be made at the over-time rate.
- 24.04 **Employees who work in departments that remain open during the Christmas season, shall alternately be granted Christmas Day off one year and New Year's Day off the following year unless otherwise mutually agreed by the employer and the employee.** Each employee shall have five (5) consecutive days off, and this period shall include either Christmas Day or New Year's Day but shall not commence or terminate on either holiday. Where this practice is not possible, an alternative shall be worked out between the employee and the Department Head.
- 24.05 If an employee is requested to work on a holiday when she was not scheduled to work, and works, she shall receive pay for that day at double her hourly rate and she shall have her holiday rescheduled.
- 24.06 An employee scheduled to be on-call on a holiday shall be reimbursed as per

22.8, Call-Back, and shall have the holiday rescheduled.

24.07 An employee requested to be on-call on a holiday when he was not scheduled to be on-call, shall be reimbursed as per Article 22.8, Call-Back, and shall have the holiday rescheduled.

24.08 **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. She 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.**

ARTICLE 25 - SICK LEAVE

- 25.01 (a) Each regular permanent full time employee shall accumulate sick leave credits at a rate of one and one-half (1.5) working days per month for each calendar month of continuous employment up to a maximum of two hundred and fifteen (215) working days.
- (b) Employees with the maximum accumulation of sick leave credits shall continue to earn credits during the current fiscal year at the regular accumulation rate. Such credits may be used for any illness or injury occurring in the current fiscal year. Any surplus over the maximum accumulation shall be eliminated at the end of each fiscal year.
- 25.02 For the purpose of computing sick leave accumulation, all approved leave with pay, including days on which the employee is absent from work while receiving Worker's Compensation benefits, shall be counted as working days.
- 25.03 In any case of absence due to sickness or accident, the matter must be reported as soon as possible to the supervisor or Department Head.
- 25.04 When a holiday under Article 24 occurs while an employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that day.
- 25.05 For any reported illness in excess of three (3) consecutive working days the employee may be required to submit proof of illness. If proof of illness is not submitted when requested, the time absent from work will be deducted from the employee's salary. In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.
- 25.06 In an effort to facilitate an employee's return to work, the Employer may communicate, through the employee, with the attending physician. The Employer may advise of the various services available. This may include the Employee Assistance Program or a work place accommodation. Such communications shall not include any discussions regarding confidential medical information unless an employee volunteers to provide a medical release.**
- 25.07 Time off with pay shall be granted to permanent employees for minor medical or surgical procedures or routine dental appointments, not to exceed two (2) hours, provided forty-eight (48) hours notice is given to the Employer. This will be waived by the Employer if an emergency exists.
- 25.08 Permanent part-time employees shall receive sick leave credits on a proportionate basis to time worked.

- 25.09 When an illness is considered by the Employer to be caused due to the use of alcohol or other drugs and where the employee concerned voluntarily selects or is directed to undertake a full treatment and rehabilitation program, the employee will be granted sick leave with pay in accordance with this Agreement.
- 25.10 An employee who becomes ill during working hours and is unable to continue work, and who has completed one-half (½) or more of the shift, shall receive pay for the remainder of the shift or work day at **her** regular rate of pay without deduction from sick leave, provided that **either** a doctor states that the employee is unfit to work on that day **or the employer sends her home**. The employee shall be permitted to see a doctor during working hours to determine the seriousness of **an** illness.
- 25.11 Each employee shall be allowed one sick day or necessary portion thereof, to travel, **when required**, to another area for a medical **or dental** appointment **(including consultations, treatments, or procedures)** for himself or a member of his immediate family. Proof of this visit - a medical certificate - shall be provided upon request. This is to be granted as the need arises, and not to exceed **four (4) days** per year. These **four(4)** sick days can be used at one time or individually. Immediate family, for the purposes of this Article, shall mean **parent**, sister, brother, child, spouse, common-law spouse, or any other relative residing in the same household.
- 25.12 Abuse of sick leave policy may result in the employee being suspended or discharged.
- 25.13 Sick Leave Records:
Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

ARTICLE 26 - LEAVE OF ABSENCE

- 26.01 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed to **represent the Union at Union conventions**, and the Union shall reimburse the Employer for receipt of such pay. The forty-eight (48) hours written notice shall be waived in extenuating circumstances.
- 26.02 (a) Union members selected by their Union to represent their Union at the local level or at the bargaining unit level, during negotiations, conciliation or arbitration cases, or while processing grievances or adjudications, shall be granted leave of absence with pay and without loss of seniority providing the preceding is held on the employee's scheduled shift.
- (b) Leave of absence with pay and without loss of seniority shall be granted by the Employer to an employee selected by the Bargaining Unit to be a member of the Pension or Benefit Insurance Committee providing the meetings are held on the employee's scheduled shift.
- 26.03 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed at the local level to represent the Union at Labour Schools or Seminars and the Union shall reimburse the Employer for receipt of such pay.
- 26.04 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed to attend Executive or Committee meetings of the Union, its affiliated or chartered bodies, and the Union shall reimburse the Employer for receipt of such pay. The forty-eight (48) hours written notice shall be waived in extenuating circumstances.
- 26.05 The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without pay and without loss of seniority so that employees may be candidates in a Federal, Provincial, or Municipal election.
- 26.06 Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay but without loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year, on request, during his term of office.

- 26.07 When the employee wishes to return to his job, he shall give the Employer an advance notice of at least fifteen (15) days. He shall be reinstated in employment on termination of his term of office, in such occupation and position and under conditions not less favourable to him than those that would have been applicable to him had he remained in the employment of the Employer; and his length of such term of office shall be included in computing the length of his continuous service with the Employer.
- 26.08 When an employee has been granted leave of absence without pay his seniority is retained but not accumulated. The employee does not accumulate vacation, sick leave, or statutory holidays, or similar benefits.
- 26.09 Should the employer be concerned about an election or appointment pursuant to 26.01 to 26.07, it may bring it to the union's attention for possible resolution. If the parties cannot settle the matter, articles 26.01 to 26.07 shall prevail.**
- 26.10 Leave of absence with pay or without pay for reasons other than those above may be granted after application to the Department Head and approved by the Chief Executive Officer. Such leaves will not be unreasonably withheld.
- 26.11 Each individual employee will not be required to secure his own replacement for such leave.
- 26.12 Court Appearances:
- (a) The Employer shall grant a leave of absence without loss of pay, benefits, or seniority to employees, excluding employees already 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.
 - (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 her regular earnings while serving at court shall remit to the Employer all monies paid to her by the court, excepting travelling and meal allowance not reimbursed by the Employer.
 - (d) Time spent at court by an employee in her official capacity shall be at her regular rate of pay.
 - (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- 26.13 Where no one other than the employee can provide for the needs during illness of an immediate member of his/her family, an employee shall be entitled, after

notifying his Department Head, to three (3) days leave of absence with pay per illness for this purpose. **The employee shall provide her own verification of illness for one day leave. The employer shall require a certificate signed by a qualified medical practitioner when the leave of absence exceeds one day.** Immediate family, for the purposes of this Article, shall mean **parent**, sister, brother, child, spouse, common-law spouse, or any other relative residing in the same household.

26.14 Operational requirements permitting, an employee may be given up to **(3.75)** hours leave with pay for the purpose of attending a blood donor clinic.

26.15 **One day leave with pay shall be granted to attend convocation exercises when the employee is graduating from a University or College.**

26.16 **On the 25th anniversary of employment and every 5 year anniversary thereafter, an employee shall be granted one day paid leave on a day mutually agreed, in recognition of her long-standing service.**

ARTICLE 27 - EDUCATIONAL LEAVE, IN-SERVICE EDUCATION

- 27.01 The Employer recognizes the desirability of encouraging education and may grant leave of absence for such purposes, as recommended by the Department Head and approved by the Chief Executive Officer, such recommendation or approval not to be unreasonably withheld.
- 27.02 Employees authorized by the Employer to attend professional or technical provincial meetings and workshops shall be granted leave of absence with pay.
- 27.03 Educational leave for the purpose of taking advanced or supplementary short courses of professional or technical training may be granted to employees with pay under the conditions as granted under policies as approved by the Employer.
- 27.04 Where an employee is required or requested to up-grade herself through an Employer approved training course and such request comes from the Employer, the employee will suffer no loss of remuneration or benefits while on training.**
- 27.05 Effective April 1, 2001, a \$50,000.00 annual education fund to be administered by the Education Fund Committee, shall be provided. These funds are not intended for any training or education which the Employer is otherwise required to provide. These funds are also not meant to replace any other previously funded training including in-service education.**

ARTICLE 28 - MATERNITY LEAVE

- 28.01 The Employer shall not terminate the employment of an employee because of her pregnancy, but the Employer, before or after the period referred to in 28.2, may require the employee to commence leave without pay at a time when the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.
- 28.02 Upon request, the Employer shall grant to the pregnant employee a leave of absence to a maximum of six (6) months before, during, or after confinement. **Likewise, the employer shall grant a leave of absence to a maximum of six months to the father of the newborn child. In the event both parents are employees of the Employer, either or both parents shall be entitled to a leave of absence without pay, not to exceed a total of six (6) consecutive months. While on maternity leave or parental leave, an employee shall accumulate seniority rights under this Collective Agreement. Should parental leave benefits payable under the Employment Insurance Act be increased to one (1) year coverage, the leave of absence without pay under this provision shall also increase to a total of twelve (12) consecutive months.**
- 28.03 An employee shall not work and the Department Head or Supervisor shall not cause or permit her to work for at least seven (7) weeks after the date of delivery or a shorter period, that, in the opinion of a legally qualified medical practitioner is sufficient.
- 28.04 Where an employee reports for work upon the expiration of the period referred to in Article 28.2, she shall be reinstated in a staff position at the same level as previous to her leave.
- 28.05 Sick leave will not be granted for pregnancy. Leave for such conditions shall be considered maternity leave and shall be leave without pay. **Nevertheless, sick leave shall be granted due to complications associated with pregnancy excluding normal delivery. Article 25 will be applicable in such circumstances.**
- 28.06 Not later than the 20th week of her pregnancy, the employee shall inform the Employer in writing of the anticipated delivery date.
- 28.07 The employee shall advise her Employer at least two (2) weeks prior to her expected date of return to employment.
- 28.08 The Employer shall grant leave of absence without pay to an employee for the adoption of a child for a period not to exceed six (6) consecutive months. In the

event both parents are employees of the Employer, **either or both parents shall be entitled to a leave of absence without pay, not to exceed a total of six (6) consecutive months.** While on adoption leave, an employee shall accumulate seniority rights under this collective agreement. **Should paternal leave benefits payable under the Employment Insurance Act be increased to one (1) year coverage, the leave of absence without pay under this provision shall also increase to a total of twelve (12) consecutive months.**

28.09 On the occasion of the birth of his child a male employee shall be allowed one day special leave with pay.

ARTICLE 29 - COMPASSIONATE LEAVE

- 29.01 (a) An employee shall be granted **four (4)** regularly scheduled consecutive work days leave, provided the days are taken within seven (7) days of the death, excluding days off, without loss of pay and benefits, in the case of death of a **parent, spouse, common-law spouse or child**. Where burial occurs outside of the Province, such leave shall also include reasonable travelling time, not to exceed five (5) days **An employee may save one (1) of these four (4) days leave when the burial is postponed until a later date.**
- (b) An employee shall be granted three (3) regularly scheduled consecutive work days leave, provided the days are taken within seven (7) days of the death, excluding days off, without loss of pay and benefits, in the case of death of a **brother, step-brother, sister, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or grandchild**. Where the burial occurs outside of the Province, such leave shall also include reasonable travelling time, not to exceed five (5) days. **An employee may save one (1) of these three (3) days leave when the burial is postponed until a later date.**
- (c) Subject to 29.1(a) **and (b)**, if an employee is on vacation leave at the time of bereavement the employee shall be granted compassionate leave and be credited the appropriate number of days to vacation leave.
- 29.02 In the case of serious illness of a parent, **spouse, common-law spouse**, brother, sister, or child, compassionate leave of up to three (3) days shall not be unreasonably withheld. Where the illness occurs outside the Province, such leave shall also include reasonable travelling time, not to exceed five (5) days provided that entitlement shall depend on particular circumstances.
- 29.03 An employee shall be granted one (1) day compassionate leave without loss of salary or wages, to attend the funeral of an aunt, uncle, nephew, niece, **great-grandchild or great-grandparent**.
- 29.04 One-half (½) day compassionate leave without loss of salary or wages shall be granted to attend a funeral as a pallbearer, flower bearer or reader.
- 29.05 For the purpose of this article, a common-law relationship shall have the same effect as if the partners were legally married; however, an employee in a common-law relationship is not entitled to the benefit of this article for a person to whom **she is** still legally married or that person's relatives.

29.06 For the purposes of the Article, "parent" means an actual parent, guardian, foster-parent, step-parent, or any other person standing in loco parentis.

ARTICLE 30 - INJURED ON DUTY

- 30.01 An employee prevented from performing her regular work with the Employer on account of an occupational accident that is covered by the *Workers' Compensation Act* shall be paid by the Workers' Compensation Board.
- 30.02 Notwithstanding Article 30.1, 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 the period the employee is in receipt of temporary earnings loss benefits, continue to pay the employee an amount equal to 80% (85% after **39** 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 earnings.
- 30.03 When an employee is in receipt of Workers' Compensation Board benefits for a period of ten (10) working 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 her injury participated in Group Life, Group Medical **and Group Long-Term Disability** Insurance Plans described in Article 39 and will make the employee's pension contributions.
- 30.04 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.
- 30.05 An employee who is receiving compensation under the *Workers' Compensation Act*, shall continue to earn the benefits of this Agreement, save and except statutory holidays.
- 30.06 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 shift at her regular rate of pay, without deduction from sick leave, unless **the employee has sought treatment and** the attending physician states that the employee is fit for further work on that shift.
- 30.07 Where in circumstances beyond the control of the Employer or employee, a Workers' Compensation claim is unduly delayed or if this claim is not approved, the employee will be entitled to apply for sick leave. Any sick leave granted for unduly delayed claims will be re-credited to the employee's sick leave bank after reimbursing the employer upon receipt of Workers' Compensation Benefits.**

ARTICLE 32 - TERMINATION OF EMPLOYMENT

(OTHER THAN DISCHARGE ARTICLE 17)

- 32.01 For properly advanced planning, both parties mutually agree that the employee should attempt to give as much advance notice as possible in terminating employment and vice versa. Two (2) weeks is recommended for all employees except supervisors for whom four (4) weeks is the recommended period.
- 32.02 The parties recognize that the employment relationship may be terminated because of innocent absenteeism in accordance with common law principles, including arbitration awards.**

ARTICLE 33 - RETIREMENT AND RETIREMENT ALLOWANCE

- 33.01 Any employee who has reached a combination figure of ninety (90) years service and age or has reached sixty-five (65) years of age may retire without any loss of retirement allowance.
- 33.02 Any employee who has ten (10) years or more of service and has attained the age of fifty-five (55) years may retire at her own request or be retired for just cause without loss of retirement benefits.
- 33.03 When an employee having continuous service of ten (10) years or more retires, the Employer shall pay such an employee a retirement allowance equal to thirty-seven and one-half (37.5) hours pay for each nineteen hundred and fifty (1950) hours of continuous service or portion thereof since October 1, 1959, but not exceeding nine hundred and seventy-five (975) hours pay, at the regular rate of pay.
- 33.04 When an employee has a permanent disability and requests to retire, or when the Employer requires an employee to retire due to a permanent disability, and in the absence of mutual agreement, **an Arbitration Board** whose decision shall be final and binding on the parties to this Agreement, shall be constituted **in accordance with Article 16**. If the permanent disability of an employee has been established under the *Worker's Compensation Act* or the *Canada Pension Act*, **an Arbitration Board** decision under this Article shall not be required.
- 33.05 A long-term employee of ten (10) years or more who is forced to discontinue employment for reasons of ill health prior to reaching retirement age shall also be included in the above policy. The retirement allowance shall be computed on a pro rata basis effective October 1, 1959.
- 33.06 No retirement allowance shall be granted under this Section to an employee who is dismissed or resigns from the employ of the Employer.
- 33.07 The retirement allowance entitlement of a deceased employee shall be paid to the employee's designated beneficiary or to his/her estate if no beneficiary has been designated.**

ARTICLE 35 - TEMPORARY ASSIGNMENTS

- 35.01 Extra pay for temporary assignments shall apply to all eligible employees who are assigned responsibilities which would effectively place them in a higher paying position for more than four (4) consecutive days. Such pay is to be retroactive to first day of assignment.**
- 35.02 Eligible employees shall be placed in the first step of the new range except in cases where this rate is less than or equal to his present salary. In such a case, the employee shall receive one step above his present salary and be entitled to advance to the next step in the range on the anniversary date of his employment.

ARTICLE 38 - HEALTH AND SAFETY

38.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer and used by the employee. It is mutually agreed that both the Employer and the Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

38.02 Where medically necessary, the Employer shall provide preventative measures for those employees in contact with known infectious diseases.

ARTICLE 39 - GROUP INSURANCE AND PENSION PLAN

- 39.01 (a) The Employer agrees to pay one-half ($\frac{1}{2}$) the premium of the Group Life Insurance Plan that exists at the coming into force of this Agreement and participation is a condition of employment.
- (b) Permanent part-time employees shall be insured for **at least** forty-thousand dollars (\$40,000) under the terms of this plan.
- 39.02 The Employer agrees to pay one-half ($\frac{1}{2}$) of the premium for each employee covered by the Group Medical and Dental Plan. Participation shall be on a voluntary basis.
- 39.03 The Employer agrees to retain and maintain the existing pension plan during the life of this Agreement and participation in the basic pension plan for all permanent employees hired after January 1, 1980 shall be a condition of employment.
- 39.04 **Only** employees transferred from the Civil Service who are presently enrolled in the Long Term Disability Plan shall continue to be covered by the LTD Plan and the Employer shall pay one-half ($\frac{1}{2}$) of the premium. **No other employee shall be eligible to participate in the LTD plan.**

ARTICLE 43 - SUBCONTRACTING

43.01 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 as to jeopardize the employment of the employee unless mutually agreed to by the Union and the Employer.

ARTICLE 49 - DISABLED EMPLOYEE PREFERENCE

49.01 The Employer and Union both recognize a duty to accommodate a disabled employee. Each party will, when required, take reasonable steps to accommodate short of undue hardship.

ARTICLE 54 - DEFERRED SALARY LEAVE PLAN

54.01 Description:

- (a) The Deferred Salary Leave Plan shall afford employees the opportunity of taking a leave of absence from **six (6) months to one (1) year**, and, through deferral of salary, finance the leave.
- (b) Employers and employees may enter into any variation of this plan by mutual consent of the two parties involved.

54.02 Eligibility:

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

54.03 Application and Approval:

- (a)
 - 1. An employee shall make written application to her Employer on or before January 31st of the year in which the deferment is to commence, requesting permission to participate in the Plan.
 - 2. Notwithstanding 3(a), an Employer may waive the deadline of January 31st under special circumstances.
- (b) Written acceptance, or denial, of the employee's request, with explanation, shall be forwarded to the employee by April 1st in the year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employer.
- (d) All employees wishing to participate in the Plan shall be required to sign a contract (Appendix "B") before final approval for participation shall be granted.

54.04 Salary Deferral:

- (a) In each year of participation in the Plan preceding the year of leave **or portion thereof**, 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 year of leave **or portion thereof**.
- (b) The salary deferred shall be deposited in a deposit account in trust for each employee. The terms and conditions related to the deposit account at the Bank with which the Employer deals shall apply.
- (c) In the year of the leave **or portion thereof** the Employer shall pay to the

employee the total of the deferred income plus all accrued interest in instalments conforming to the regular pay periods.

54.05 Benefits:

- (a) An employee's benefits shall be maintained by the Employer during the leave of absence. Any benefits tied to salary shall be structured according to actual salary paid.
- (b) Sick leave credits and vacation leave credits shall not accumulate during the year spent on leave **or portion thereof**; however an employee shall be permitted to carry over any unused credits to their return.
- (c) Employees who are members of the Pension Plan shall have pension contributions deducted on salary received in each year of participation in the Plan.

54.06 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 year of leave **or portion thereof**. In this instance, an employee may choose to remain in the Plan or 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 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.

54.07 Deferral of Leave:

If the year of leave **or portion thereof** 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.

54.08 Return from Leave:

- (a) On return from leave, an employee shall return to her previous position or to a position similar to that which she held immediately prior to going on

leave.

- (b) An employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the one year leave of absence not been taken.

ARTICLE 55 - RETROACTIVITY - MONETARY BENEFITS

55.01 All benefits of the Collective Agreement, excluding wages, shall become effective from **the signing date** forward. Wages shall be in accordance with the schedule set out in Appendix "A".

ARTICLE 56 - TERM OF AGREEMENT

56.01 Effective Date:

This Agreement shall be binding and remain in effect from **April 1, 2000 to March 31, 2003** and shall continue from year to year thereafter unless either Party gives notice to the other Party in writing at least sixty (60) days prior to the expiry date that it desires its termination or amendment.

56.02 Changes in Agreement:

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

56.03 Notice of Changes:

Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed.

Negotiations shall commence within twenty (20) days of such notice unless mutually agreed to by the Parties.

56.04 **Notwithstanding article 56.01, the agreement may be re-opened for a period of one year for the purpose of dealing with recruitment, retention and/or shortage issues. A committee shall be established consisting of three union representatives and equal representation of the employer. The committee shall review the circumstances of those classifications brought forth by either the Employer or the Union, and make recommendations to the parties. The parties agree that classifications may only be considered on the basis of objectively substantiated evidence. These matters shall be brought back to the negotiation committees for negotiations. If the parties are unable to agree to the inclusion or exclusion of a classification, a rate of pay, or benefits, such dispute shall be submitted to interest arbitration. The arbitration board shall have jurisdiction to resolve any and all disputes arising out of these issues.**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
GROUP 1							
Clerk 1	Current					\$12.84	\$13.37
	April 1, 2000					\$13.16	\$13.70
	April 1, 2001					\$13.49	\$14.05
	April 1, 2002					\$13.83	\$14.40
GROUP 2							
Clerk 2	Current					\$13.01	\$13.55
Communications Technician 1	April 1, 2000					\$13.34	\$13.89
	April 1, 2001					\$13.67	\$14.24
	April 1, 2002					\$14.01	\$14.59
GROUP 3							
Clerk 3	Current					\$13.39	\$13.95
Communications Technician 2	April 1, 2000					\$13.72	\$14.30
Secretary 1	April 1, 2001					\$14.07	\$14.66
Storeskeeper 1	April 1, 2002					\$14.42	\$15.02
GROUP 4							
Admitting Officer 1	Current					\$14.15	\$14.74
Assistant/Pharmacy Technician 1	April 1, 2000					\$14.50	\$15.11
Clerk 4	April 1, 2001					\$14.87	\$15.49
Communications Technician 3	April 1, 2002					\$15.24	\$15.87
Medical Secretary 1							
Secretary 2							
Storeskeeper 2							
GROUP 5							
Clerk 5	Current				\$14.38	\$14.98	\$15.61
Cytology Assistant	April 1, 2000				\$14.74	\$15.35	\$16.00
ECG Technician	April 1, 2001				\$15.11	\$15.74	\$16.40
Health Record Technician 1	April 1, 2002				\$15.49	\$16.13	\$16.81
Housekeeper 1							
Medical Secretary 2							
Pharmacy Technician 2							
Secretary 3							
GROUP 6							
Clerk 6	Current				\$15.26	\$15.90	\$16.56
Dental Equipment Technician	April 1, 2000				\$15.64	\$16.30	\$16.97
ECG Manager	April 1, 2001				\$16.03	\$16.70	\$17.40
Food Service Supervisor 1	April 1, 2002				\$16.43	\$17.12	\$17.83
Health Record Technician 2							
Histology Assistant							
Occupational Therapy Worker							
Secretary 4							
Storeskeeper 3							
GROUP 7							
Child Life Worker	Current			\$15.60	\$16.24	\$16.92	\$17.63
Clerk 7	April 1, 2000			\$15.99	\$16.65	\$17.34	\$18.07
EEG Technician	April 1, 2001			\$16.39	\$17.06	\$17.78	\$18.52
Food Service Supervisor 2	April 1, 2002			\$16.80	\$17.49	\$18.22	\$18.99
Housekeeper 2							
Occupational Therapy Technician							
Secretary 5							

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
GROUP 8							
Admitting/Switchboard/Health Records Sprvr.	Current		\$15.95	\$16.62	\$17.30	\$18.03	\$18.78
Clerk 8	April 1, 2000		\$16.35	\$17.04	\$17.73	\$18.48	\$19.25
Combined Technician 1	April 1, 2001		\$16.76	\$17.46	\$18.18	\$18.94	\$19.73
Pharmacy Assistant 2	April 1, 2002		\$17.18	\$17.90	\$18.63	\$19.42	\$20.22
GROUP 9							
Cardio-Pulmonary Technologist 1	Current	\$16.34	\$17.03	\$17.74	\$18.48	\$19.25	\$20.05
Combined Technician 2	April 1, 2000	\$16.75	\$17.46	\$18.18	\$18.94	\$19.73	\$20.55
	April 1, 2001	\$17.17	\$17.89	\$18.64	\$19.42	\$20.22	\$21.07
	April 1, 2002	\$17.60	\$18.34	\$19.10	\$19.90	\$20.73	\$21.59
GROUP 10							
Biomedical Technologist	Current	\$16.65	\$17.33	\$18.06	\$18.81	\$19.60	\$20.41
Medical Laboratory Technologist 1	April 1, 2000	\$17.07	\$17.76	\$18.51	\$19.28	\$20.09	\$20.92
Radiation Technologist 1	April 1, 2001	\$17.49	\$18.21	\$18.97	\$19.76	\$20.59	\$21.44
	April 1, 2002	\$17.93	\$18.66	\$19.45	\$20.26	\$21.11	\$21.98
GROUP 11							
Respiratory Therapist 1	Current	\$17.32	\$18.04	\$18.80	\$19.58	\$20.39	\$21.25
	April 1, 2000	\$17.75	\$18.49	\$19.27	\$20.07	\$20.90	\$21.78
	April 1, 2001	\$18.20	\$18.95	\$19.75	\$20.57	\$21.42	\$22.33
	April 1, 2002	\$18.65	\$19.43	\$20.25	\$21.09	\$21.96	\$22.88
GROUP 12							
Diagnostic Sonographer	Current	\$17.68	\$18.41	\$19.19	\$19.98	\$20.82	\$21.69
Medical Laboratory Technologist 2	April 1, 2000	\$18.12	\$18.87	\$19.67	\$20.48	\$21.34	\$22.23
Orthotic Technician (Registered)	April 1, 2001	\$18.58	\$19.34	\$20.16	\$20.99	\$21.87	\$22.79
Radiation Technologist 2	April 1, 2002	\$19.04	\$19.83	\$20.67	\$21.52	\$22.42	\$23.36
GROUP 13							
	Current	\$18.21	\$18.96	\$19.76	\$20.58	\$21.43	\$22.33
Medical Laboratory Specialist 1	April 1, 2000	\$18.67	\$19.43	\$20.25	\$21.09	\$21.97	\$22.89
Radiation Technologist 3	April 1, 2001	\$19.13	\$19.92	\$20.76	\$21.62	\$22.51	\$23.46
Diagnostic Sonographer Specialist	April 1, 2002	\$19.61	\$20.42	\$21.28	\$22.16	\$23.08	\$24.05
GROUP 14							
Medical Laboratory Specialist 2	Current	\$19.17	\$19.96	\$20.80	\$21.66	\$22.56	\$23.50
Occupational Therapist 1	April 1, 2000	\$19.65	\$20.46	\$21.32	\$22.20	\$23.12	\$24.09
Physiotherapist 1	April 1, 2001	\$20.14	\$20.97	\$21.85	\$22.76	\$23.70	\$24.69
Radiation Technologist 4	April 1, 2002	\$20.64	\$21.49	\$22.40	\$23.33	\$24.29	\$25.31
Radiation Therapist							
Respiratory Therapist 2							
GROUP 15							
Certified Orthotist	Current	\$20.22	\$21.05	\$21.93	\$22.85	\$23.81	\$24.80
Certified Prothetist	April 1, 2000	\$20.73	\$21.58	\$22.48	\$23.42	\$24.41	\$25.42
Medical Laboratory Specialist 3	April 1, 2001	\$21.24	\$22.12	\$23.04	\$24.01	\$25.02	\$26.06
Occupational Therapist 2	April 1, 2002	\$21.77	\$22.67	\$23.62	\$24.61	\$25.64	\$26.71
Physiotherapist 2							
GROUP 16							
	Current	\$21.39	\$22.28	\$23.21	\$24.16	\$25.17	\$26.22
Medical Laboratory Specialist 4	April 1, 2000	\$21.92	\$22.84	\$23.79	\$24.76	\$25.80	\$26.88
Physiotherapist 3	April 1, 2001	\$22.47	\$23.41	\$24.39	\$25.38	\$26.44	\$27.55
	April 1, 2002	\$23.03	\$23.99	\$24.99	\$26.02	\$27.11	\$28.24