

COLLECTIVE AGREEMENT

BETWEEN

**THE HEALTH AUTHORITIES
OF PRINCE EDWARD ISLAND**

AND

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

April 1, 2003 - March 31, 2006

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer and the employees as represented by the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this agreement.

1.02 The parties of this agreement share a desire to improve the quality of the service provided, to maintain professional standards, to promote the well-being and increased productivity of its employees to the end that the people of Prince Edward Island will be well and effectively served. Accordingly, they are determined to maintain and foster within the framework provided by law, an effective working relationship.

ARTICLE 2 - APPLICATION OF AGREEMENT

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

ARTICLE 3 - INTERPRETATION AND DEFINITIONS

3.01 “Bargaining unit” means all the employees in the classifications outlined in Schedule A and in such other classifications that are subsequently added.

3.02 “Casual employee” means an employee who is employed to work on a day-to-day basis as required. Casual employees are not considered to be filling permanent positions.

3.03 “Chief Executive Officer or CEO” means the Chief Executive Officer of the Employer.

3.04 “Day” means a seven and one-half (7.5) hour working day unless otherwise stipulated.

3.05 “Employee” means a member of the bargaining unit who is employed by the Employer for remuneration.

3.06 “Employer” means a **Health** Authority established pursuant to section 16 of the *Health and Community Services Act* (West Prince **Health Region**; East Prince **Health Region**; Queens **Health Region**; Kings **Health Region**; **Provincial Health Services Authority**).

- 3.07 “Leave of absence” means absence from work with permission.
- 3.08 “Party” means the Employer or the Union.
- 3.09 “Permanent employee” means:
- (a) a full-time employee who works a regular schedule of hours as outlined in the Hours of Work and Shift Work Article and who has completed the probationary period, or
 - (b) a part-time employee who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis and who has completed the probationary period and is entitled to all the benefits of this agreement on a pro rata basis.
- 3.10 “Probationary employee” means an employee as defined in Article 3.09 who has not completed the probationary period. Except as otherwise stipulated, probationary employees shall benefit from all the provisions of the agreement.
- 3.11 “Promotion” means the appointment of an employee to a position having higher compensation.
- 3.12 “Recall list” means a list of eligible employees pursuant to the Layoff and Recall Article.
- 3.13 “Seniority” means the length of unbroken service credited to each permanent employee as calculated in accordance with Article 29.
- 3.14 “Shift” means the regular consecutive working hours scheduled for each employee which may occur in any twenty-four (24) hour period. Where a shift system is in effect, in each twenty-four (24) hour period there will normally be three (3) shifts called day, evening and night shift. The twenty-four (24) hour period will normally commence with the night shift unless a particular worksite on an on-going basis designates that the twenty-four (24) hour period commences with the day shift.
- 3.15 “Shift employee” is an employee whose work schedule varies from day to day or week to week.
- 3.16 “Shift schedule” means a written statement setting forth the days and hours upon which employees are required to work.
- 3.17 “Spouse” means a person

- (i) to whom an employee is legally married; or
- (ii) with whom an employee has been living a for at least twelve (12) months as a couple in a relationship of some permanence.

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

3.18 “Steward” means a person selected by the employees in the bargaining unit, to act on behalf of those employees in respect to grievances.

3.19 “Temporary employee” means an employee, other than a permanent or probationary employee, who is employed to work for a specified period of time to fill a temporary position in accordance with Article 32. Temporary employees have all the rights and privileges of this agreement except seniority.

3.20 “Temporary position” means a position filled in accordance with Article 32 which is:

- (a) vacant due to the absence of a permanent employee through illness, accident, vacation or other approved leave of absence, or
- (b) created for a special purpose.

3.21 “Transfer” means the movement of an employee from one position to another position which does not result in a promotion or demotion.

3.22 “Union” means the Prince Edward Island Union of Public Sector Employees.

3.23 “Weekend” means forty-eight (48) consecutive hours including at least forty-six (46) hours on Saturday and Sunday.

3.24 “Worksite” means the facility in which or from which the employee works.

3.25 “Work unit” means a specific unit within a worksite where such a unit exists. Where “work unit” is not applicable, the term “worksite” shall be applicable.

3.26 Wherever the singular is used, the same shall be construed as meaning the plural and vice versa unless otherwise specifically stated. The parties agree that article titles and sub- titles are for reference purposes only and shall not be used as aids in

interpreting the agreement.

ARTICLE 4 - RECOGNITION

4.01 Authorized Representative

The Employer recognizes the Union as the authorized representative of employees in the bargaining unit.

4.02 Work of the Bargaining Unit

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

ARTICLE 5 - JOINT EMPLOYER AND EMPLOYEE PROGRAMS

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

ARTICLE 6 - SAVINGS CLAUSE

6.01 Conflict with Statute

If any article in this agreement shall be found to be in conflict with any statute, such article shall be deemed null and void. However, such article shall be separable from the remainder of this agreement, and all other articles herein shall continue in full force and effect. The parties to this agreement shall negotiate a replacement for the article rendered null and void.

6.02 Mechanism for Resolution

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

ARTICLE 7 - MANAGEMENT RIGHTS

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

- (a) to manage and direct employees,
- (b) to hire, promote, transfer, assign, retain employees, and to establish positions,

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

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

ARTICLE 8 - EMPLOYEE RIGHTS

8.01 No Discrimination

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

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

8.02 No Conflicting Written or Verbal Agreements

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

8.03 Harassment-Free Environment

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

8.04 Sexual Harassment

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

8.05 Concerns About Harassment

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

8.06 Workplace Harassment Policy

The Employer and the Union recognize that the Workplace Harassment Policy forms part of this agreement. The Workplace Harassment Policy pertains to personal harassment, sexual harassment and abuse of authority and establishes a process for the handling and resolution of complaints of harassment. The existing policy shall not be changed by the Employer without mutual agreement of the parties.

ARTICLE 9 - UNION SECURITY

9.01 Deduction of Union Dues

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

9.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized dues for the implementation of Article 9.01. At least thirty (30) days notice of any changes in the authorized dues will be provided.

9.03 Amount of Dues Deductions

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

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

9.04 **Remittance of Dues**

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

9.05 **Liability**

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

ARTICLE 10 - INFORMATION

10.01 **Copies of Collective Agreement**

As soon as reasonably possible after the signing of the agreement, the Employer shall provide the bargaining unit with sufficient copies of the collective agreement for circulation to the membership. The distribution of the copies of this agreement shall be carried out by the Union. The cost of printing this agreement in numbers sufficient for distribution to each party shall be borne equally by the Employer and the Union. The printing of the collective agreement shall be performed by a unionized printer.

10.02 **Information for New Employees**

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

10.03 **Union Dues on T4 Slip**

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

10.04 **Pay Related Information**

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

10.05 **Information on Personnel Changes**

The Employer shall provide the Union upon request with a listing of the personnel changes such as the hirings, retirements, resignations, promotions and transfers indicating their classification, status and worksite.

10.06 **Bargaining Unit Information**

The Employer shall forward to the Union by December 1 each year, each employee's name, status, classification, worksite and home address.

10.07 Provision of Stewards List

On commencing employment, the employee's supervisor shall provide a list of stewards to a new employee.

ARTICLE 11 - BULLETIN BOARDS

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

ARTICLE 12 - PAYMENT OF WAGES AND ALLOWANCES

12.01 Pay Periods

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

12.02 Increments

(a) The Employer may, prior to the completion of each one thousand nine hundred and fifty (1950) hours of work or paid leave, review the performance of the employee.

The employee concerned shall be given the opportunity to read the appraisal and attach his/her comments.

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

12.03 New Positions

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

12.04 Red Circling on Position Abolishment

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

12.05 Red Circling on Reclassification

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

12.06 Pay Plan

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

12.07 Compensation on Promotion

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

12.08 Designated Child Protection Worker Allowance

An employee who has been designated as a Delegated Agent of the Director of Child Welfare under the *Child Protection Act* shall be paid an allowance of \$1,500 per year. This allowance shall be added to the employee's salary and paid on a biweekly basis. The allowance shall be pro-rated for part-time employees and for those employees who receive designation part way through the year.

ARTICLE 13 - TEMPORARY ASSIGNMENT PAY

13.01 Application

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

13.02 Calculation

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 their present salary. In such a case, the employee shall receive one (1) step above his/her present salary and be entitled to advance to the next step in the range when an increment is due.

13.03 **Reversion to Regular Position**

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

ARTICLE 14 - TRAVEL ALLOWANCES

14.01 **Kilometre Allowances**

Effective **September 1, 2003**, an employee who operates his/her own motor vehicle on the Employer's business is eligible to claim reimbursement as follows:

- (a) **37.2** cents per kilometre for the first 8,000 kilometres in each fiscal year,
- (b) **34.7** cents for all kilometres over 8,000 up to 16,000 in each fiscal year, and
- (c) **31.5** cents for all kilometres over 16,000 kilometres in each fiscal year.

14.02 **Adjustments to Kilometre Allowances**

(a) The allowances specified in Article 14.01 shall be adjusted by 0.3 cents per kilometre for each 1.8 cents change per litre in the price of regular non-leaded gasoline.

(b) Notwithstanding Articles 14.01 and 14.02(a), the allowances in Article 14.01 shall be adjusted to reflect changes in the Travel Allowances Article in the collective agreement between the Union and the Province of Prince Edward Island on the effective dates of such changes.

14.03 **Short Trip Allowance**

An employee who has been authorized to use a private motor vehicle for short trips is eligible to claim a minimum daily allowance of **\$6.00** or the allowances in Article 14.01, whichever is greater.

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

- (a) (i) The Employer has the right to require employees, as a condition of employment, to provide a motor vehicle for the purpose of carrying out their employment function. Such a requirement shall be stated in job postings.

(ii) Employees who have been required to provide a motor vehicle as a condition of employment shall not have such condition removed unless the employee has been provided twelve (12) months written notice that a motor vehicle will no longer be required.

(iii) An employee required to provide a motor vehicle as a condition of employment shall not be required to use a vehicle leased or owned by the Employer except for out-of-province travel or travel in-province related to staff development and training and provincial meetings.

(b) (i) **Using the following criteria**, the Employer shall determine whether an employee, who is required to provide a motor vehicle as a condition of employment **and who travels relatively few kilometers in a fiscal year, is eligible to elect** a low distance allowance. **In order to qualify for a low distance allowance, employees must have to travel most work days to perform their duties. On average, they should be travelling eighty percent (80%) of their guaranteed work days. An employee who elects the low distance allowance shall advise his/her supervisor in writing prior to the start of a month. The allowance shall continue in effect for a twelve (12) month period.** An employee's eligibility shall be subject to review by the Employer on an annual basis.

(ii) The low distance allowance is **\$250** per month plus one-half (½) of the transportation allowance in Article 14.01(a). Such allowance shall be payable for a twelve (12) month period. This allowance is currently taxable.

(c) The monthly allowance specified in Article 14.04 (b)(ii) shall be prorated for:

(i) permanent part-time employees, and

(ii) an employee who is on special leave without pay for a period in excess of thirty (30) calendar days.

(d) Employees eligible for the low distance allowance shall have the vehicle available for use on all working days.

14.05 **Vandalization of Employee's Vehicle**

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

submission of appropriate documentation.

14.06 **Client and Heavy Equipment Service Allowances**

(a) Employees who are authorized to use their personal vehicle to transport clients of Child and Family Services shall be eligible for a service use allowance of \$4.00 per day in addition to the allowances specified in this article.

(b) Employees who are authorized to use their personal vehicle to transport heavy equipment shall be eligible for a service use allowance of \$4.00 per day in addition to the allowances specified in this article.

14.07 **In-Province Meal Allowances**

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

(a) Breakfast at \$5.75, if the employee was away from his/her residence on Employer business on the preceding evening and was required to remain there overnight, or if the time of departure from his/her residence was earlier than 6:00 a.m.

(b) Lunch at \$8.00, if the employee was away from his/her residence the previous night.

(c) Dinner at \$12.50, if the time of the departure from the worksite is later than 6:30 p.m.

14.08 **Out-of-Province Meal Allowances**

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

(a) breakfast at **\$9.00**

(b) lunch at \$10.00

(c) dinner at **\$21.00**.

14.09 **Travel to Alternate Worksites**

(a) An employee who is required to use his/her vehicle to travel directly from his/her domicile to an alternate worksite shall be reimbursed for that travel which is the lesser of the distance from:

(i) the employee's domicile to the alternate worksite; or

(ii) the employee's primary worksite to the alternate worksite.

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

(b) On the return trip the employee may claim the lesser of the distance from:

- (i) the alternate worksite to his/her domicile; or
- (ii) the alternate worksite to the primary worksite.

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

ARTICLE 15 - HOURS OF WORK AND SHIFT WORK

15.01 Regular Hours and Meal Periods

(a) For employees working eight (8) hour shifts, the regular daily hours of work in each shift shall be seven and one-half (7.5) excluding a meal period. The regular weekly hours of work shall be thirty-seven and one-half (37.5) averaged over a four (4) week period. The designated meal period shall not be less than thirty (30) minutes each shift and shall be scheduled as close as possible to the middle of the shift.

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

(c) For non-shift employees the regular hours of work shall be seven and one-half (7.5) hours per day, excluding a meal break, with a total of thirty-seven and one-half (37.5) hours per week.

15.02 Rest Periods

(a) Each employee shall receive two (2) ten (10) minute rest periods or one

(1) twenty (20) minute rest period on each eight (8) hour shift or each seven and one-half (7.5) hour work day.

(b) Each employee shall receive two (2) fifteen (15) minute rest periods on each twelve (12) hour shift.

15.03 **Restricted Meal Period Activities**

(a) Employees who are not permitted to leave their work **unit** during the meal period shall be paid at time and one-half for the duration of the meal period.

(b) Notwithstanding Articles 15.01 and 16.01, when an employee is the sole employee available for work at the worksite during his/her meal period then the employee shall receive thirty (30) minutes pay at the regular rate.

15.04 **Summer Hours**

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

15.05 **No Rescheduling to Avoid Overtime Compensation**

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

15.06 **Daylight Saving Time**

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

15.07 **Weekend Positions**

- (a) **Notwithstanding Article 15.17 (a), the Employer may create weekend Nurse, LPN or RCW positions. Employees shall be scheduled to work thirty (30) hours (part-time) each weekend and shall receive the equivalent of thirty- seven and one-half (37.5) hours pay (full-time). These positions shall be referred to hereafter as the "weekend positions".**
- (b) **The weekend positions shall not attract weekend premium as set out in Article 15.32.**
- (c) **The wage premium (37.5 hours pay for 30 hours worked) shall be paid by**

increasing what would otherwise be the hourly rate for the position by twenty-five percent (25%).

- (d) All benefits shall accrue, except life insurance, on the same basis as a permanent part-time employee. The employee's life insurance shall be on the same basis as a permanent full-time employee.
- (e) Shifts may be scheduled from the beginning of the day shift on Friday to the end of the Monday night shift inclusive.
- (f) Compensation for the extra shifts or overtime shall be on the same basis as for part-time employees as set out in the collective agreement based on the regular hourly rate and including shift differential and weekend premium if applicable.
- (g) Any employee replacing incumbents while on short term leave (eg. sick leave, vacation, bereavement, etc.) shall be compensated at the regular rate of pay, including associated premiums, in accordance with the collective agreement.

15.08 Minimum Employment Guarantee

Employees appointed to a permanent position that is less than full-time shall be provided

with a letter of offer outlining the minimum employment guarantee for their position.

15.09 Exercising Minimum Employment Guarantee

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

15.10 Employee Request for Flexible Hours

(a) If a non-shift employee requests a flexible daily hours of work system, and where operational requirements permit, the Employer shall endeavor to approve the employee's request and such request shall not be unreasonably denied.

(b) Upon the request of a non-shift employee and the concurrence of the Employer, an employee may complete the weekly hours of work in a period other than five (5) full days provided that over a period of fourteen (14) or twenty-one

(21) calendar days, an employee works an average of thirty-seven and one-half (37.5) hours per week.

- (c) **Variations in an employee's daily hours of work may occur as a result of staggered starting or finishing times or alteration in the amount of time taken as a lunch break. The lunch break for an employee will not be less than one-half (1/2) hour and not more than one and one-half (1 1/2) hours.**
- (d) **An employee wanting to establish a flexible hours schedule must submit a request to the Employer and receive approval. Any such approval shall be for an initial trial period of three (3) months following which the arrangement may be extended on an indefinite basis provided the Employer and the employee are in mutual agreement. Extensions can be denied or terminated dependent upon operational requirements.**
- (e) **The Employer or the employee may cancel an alternate work schedule on reasonable grounds by giving at least four weeks notice.**
- (f) All requests and responses in this article shall be in writing.

15.11 Job Sharing

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

15.12 Line Sharing

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

15.13 Master Rotations and Scheduling Committees

(a) Wherever possible, master rotations shall be used and each employee shall be assigned to a place on the master rotation schedule.

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

15.14 Rest Between Shifts

No eight (8) hour shift employee shall be required to have less than sixteen (16) hours rest between shifts and no twelve (12) hour shift employee shall be required to have less than

twelve (12) hours rest between shifts without the consent of the employee concerned.

15.15 Consecutive Shifts

No eight (8) hour shift employee shall be required to work more than six (6) consecutive shifts and no twelve (12) hour shift employee shall be required to work more than four (4) consecutive shifts without the consent of the employee concerned.

15.16 No Split Shifts

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

15.17 Weekends Off

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

15.18 Access to Educational Courses

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

15.19 Preferences for Days Off

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

15.20 Shift Rotation

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

more than two (2) shifts in any given week.

15.21 **Reduction in Rotating Shifts**

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

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

- (a) Shift schedules shall be posted in the appropriate work unit at least **four (4)** weeks in advance; however, shift schedules covering the Christmas - New Year's period shall be posted by November 15th .
- (b) Once the shift schedule is posted as required under the provisions of Article 15.22 (a), depending on the number and needs of the residents at the time, employees absent from scheduled hours of work on approved leave will be replaced in the **classification** titles of **Resident Care Worker, Licensed Practical Nurse** and Nurse **Supervisor** where such employees are required to provide direct care to residents.

15.23 **Existing Practice Schedules**

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

15.24 **Implementation of Twelve Hour Shifts**

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

15.25 **Changes to Work Schedules**

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

15.26 **Working on a Different Shift**

If permanent employees do not receive at least forty-eight (48) hours notice that

they are required to work on a shift other than the shift previously assigned, excluding extra shifts assigned to part-time employees, they shall be compensated at the overtime rate for the hours worked on the reassigned shift.

15.27 Reporting Pay

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

15.28 Double Shifts

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

15.29 Exchanging Days Off or Shifts

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

15.30 Extra Shifts

(a) Part-time permanent and probationary employees who want to work in excess of their minimum employment guarantee shall be given preference over casual employees provided they have given their supervisor written notification specifying their availability.

(b) In circumstances where the need to fill an extra shift is known less than forty-eight (48) hours in advance of the commencement of a replacement shift, the extra shift may be offered to a casual employee if a part-time employee has not specifically indicated that he/she is available to work that shift.

(c) Part-time employees who are scheduled for extra shifts less than forty-eight (48) hours in advance are not entitled to sick leave for these extra shifts.

15.31 Shift Premiums

(a) Employees will receive a shift premium for evening and night shifts of **\$1.75** per hour effective **on the signing date. Effective April 1, 2004, the shift premium will increase to \$2.00 per hour. Effective April 1, 2005, the shift premium will increase to \$2.25 per hour.** Effective January 1, 2003, Nurse Supervisors will receive a shift premium of \$2.50 per hour.

(b) Any shift commencing between 5:00 a.m. and 11:00 a.m. shall be

considered a day
shift.

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

15.32 Weekend Premiums

(a) Effective, **on the signing date**, a weekend premium of **\$1.00** per hour shall be paid to an employee for all hours worked between 2400 hours Friday and 2400 hours Sunday. Effective January 1, 2003, Nurse Supervisors shall receive a weekend premium of \$1.50 per hour.

(b) Notwithstanding Article 52, the weekend premium shall be paid in addition to shift premiums and shall apply to all hours worked including callback, holiday and overtime hours.

15.33 Employment in More Than One Worksite

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

ARTICLE 16 - OVERTIME, STANDBY AND CALLBACK

16.01 Definition of Overtime

(a) All time worked before or after the regular daily hours of work or in excess of the regular weekly hours of work shall be considered overtime.

(b) **Notwithstanding Article 16.01 (a),**

(i) **a part-time or** casual employee, who has agreed to work a seven and one-half (7.5) hour shift or an eleven and one-quarter (11.25) hour shift and who works in excess of the agreed hours, shall be compensated at the applicable overtime rate for the excess hours,

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

16.02 **Authorization of Overtime**

(a) Overtime must be authorized by the Employer or the Employer's delegate.

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

16.03 **Rotation of Overtime**

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

16.04 **Compensation for Working Overtime**

(a) Employees shall be entitled to compensation at the rate of time and one-half for all overtime hours worked except that compensation shall be at the rate of double time for that portion of overtime that exceeds seven and one-half (7.5) hours of contiguous overtime.

(b) All overtime shall be calculated to the nearest quarter hour. However, compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes.

(c) Overtime shall be compensated by pay except when the employee requests time off in lieu, in which case it shall be at a time mutually agreed between the Employer and the employee.

16.05 **Application to Back-to-Back Shifts**

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

16.06 **Definition of Standby**

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

16.07 **Standby Compensation**

When designated by the Employer to standby, an employee shall effective **on the signing date**, receive standby pay of **\$2.25** per hour for each hour on standby duty.

16.08 **Requirement to Report When Required**

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

16.09 **Definition of Callback**

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

16.10 **Callback Compensation**

Employees who are called back to work and report to work will be compensated for a minimum of two (2) hours at the overtime rate of time and one-half per call except for callback on Christmas Day which shall be compensated for a minimum of two (2) hours at the overtime rate of double time per call.

16.11 **Callback Transportation Allowance**

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

- (a) when the employee travels by means of his/her own vehicle, the authorized travel allowances as outlined in Article 14.01 or 14.03; or
- (b) with prior approval, out-of-pocket expenses for other means of commercial transportation as documented by receipt.

16.12 **Compensation for Telephone Calls**

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

ARTICLE 17 - SAFETY AND HEALTH

17.01 **Employer's Responsibility**

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

17.02 **Grievance Process**

When an employee, a group of employees or the Union, is not satisfied that the provisions of Article 17.01 are being complied with, then the following shall apply:

- (a) the matter will be referred in writing to the Employer who shall immediately investigate the complaint;

- (b) failing a satisfactory remedy within ten (10) days following such investigation, the matter may be referred to step 2 in the grievance procedure;
- (c) if the decision rendered in Article 17.02 (b) is not satisfactory, the matter may be referred to arbitration for a decision which is final and binding on the parties.

17.03 Worksite Safety & Health Committees

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

17.04 Pregnant Employees

A pregnant employee whose job is deemed by her doctor to be hazardous to her health or the health of her unborn child or a pregnant employee who is operating a video display terminal may request a job reassignment for the period of pregnancy by forwarding a written request to the Employer. Upon receipt of the request, the Employer will, where possible, reassign the employee to alternate duties or an alternate position. If a transfer is not available, the employee may request a leave of absence without pay until she requests maternity leave.

17.05 Infectious Diseases

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

ARTICLE 18 - INJURY ON DUTY

18.01 Application of the Workers Compensation Act

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

18.02 **Length of Leave of Absence**

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

18.03 **Recurrence of an Injury**

If the Workers Compensation Board deems a recurrence of an injury to be a continuation of an initial claim, and the recurrence occurs within sixty (60) calendar days of the expiry of the initial leave of absence, the employee shall only be entitled to those days which are unused from the initial **three hundred and sixty (360)** days leave of absence under Article 18.02. If the recurrence occurs after sixty (60) calendar days following the expiry of the initial leave of absence, the employee shall be entitled to receive the leave of absence outlined in Article 18.02.

18.04 **Options if Medically Unfit**

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

- (a) the employee, representatives of the Union, the Employer and the Workers Compensation Board will meet to explore alternate or rehabilitative employment, or other accommodation measures in accordance with Article 54; or
- (b) if such accommodation is not possible, the employee shall be provided disability leave in accordance with Article 23.02.

18.05 **Application of Layoff Provisions**

If at the end of the disability leave the employee's medical condition is such that he/she is unable to fulfill the functions of his/her position and cannot be accommodated under the provisions of Article 54, then the employee may be laid off in accordance with Article 33.

18.06 **Group Insurance and Pension Contributions**

When an employee is in receipt of Workers Compensation Board benefits for a period of fourteen (14) calendar days or more, the Employer will pay during the period while the employee is receiving temporary earnings loss benefits pursuant to the *Workers Compensation Act*, the full costs of the employee's premiums where the employee prior to the injury participated in the Group Insurance Plans described in Article 25 and will make the employee's pension contributions.

18.07 **Earnings in Excess of WCB Maximum Earnings Ceiling**

Notwithstanding Article 18.01, in the event that the salary of an employee, at the time of a claim under the *Workers Compensation Act*, exceeds the maximum annual earnings established by regulation, the Employer shall during receipt of temporary earnings loss benefits continue to pay the employee an amount equal to 80% (85% after 38 weeks) of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers' Compensation Board up to the maximum annual earnings.

18.08 **Benefit Accumulation During Leave**

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

18.09 **Delayed or Rejected Compensation Claims**

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

18.10 **Leave with Pay for Missed Portion of Day/Shift**

An employee, who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the

remainder of the day or shift without deduction from sick leave, unless a doctor states the employee is fit for further work that day or shift.

18.11 Use of Sick Leave During WCB Waiting Period

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

ARTICLE 19 - PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

19.01 Provision and Maintenance of Uniforms

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

19.02 Uniform Allowance

Upon request of an employee to whom Article 19.01 applies, a uniform allowance of **\$75 per year** shall be paid to the employee in lieu of providing uniforms.

19.03 Safety Footwear

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

19.04 Protective Equipment and Identifiable Uniforms

(a) The Employer shall provide employees with any protective equipment, which is deemed necessary under the *Occupational Health and Safety Act* at no cost to the

provision employee, as long as the employee is not entitled to compensation for, or of, the item under Article 19.03.

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

ARTICLE 20 - VACATIONS

20.01 Accumulation

- (a) Employees shall accumulate annual vacation with pay in accordance with the years of continuous employment as follows:
- (i) less than one (1) year of service - 9.375 working hours for each 162.5 hours worked;
 - (ii) one (1) year of service to completion of **five (5)** years of service - 9.375 working hours for each 162.5 hours worked (fifteen (15) working days per year);
 - (iii) after **five (5)** years of service to completion of sixteen (16) years of service - 12.5 working hours for each 162.5 hours worked (twenty (20) working days per year);
 - (iv) after sixteen (16) years of service to completion of twenty-six (26) years of service - 15.625 working hours for each 162.5 hours worked (twenty-five (25) working days per year);
 - (v) after twenty-six (26) years of service - 18.75 working hours for each 162.5 hours worked (thirty (30) working days per year);
- (b) Notwithstanding (a) above, any permanent employees who enjoyed a superior benefit to that outlined in (a) shall continue to receive that superior benefit.
- (c) Year of service shall mean one thousand nine hundred and fifty (1950) hours worked. Hours worked includes paid leave of absence and injury on duty leave.
- (d) **During their first fiscal year of employment, new employees may request to use up to one-half (½) accumulated vacation leave.**

20.02 Carryover

- (a) Vacation shall not accumulate from year to year; however, vacation may be

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over to the following year. An employee who wishes to carry his/her forward shall request the Employer's permission to do so, in writing, prior expiry of the vacation year in which the vacation would ordinarily be taken.

- (b) If any employee does not receive requested vacation during the vacation year, that portion not granted shall automatically carry over to the next vacation year.

20.03 **Vacation Requests and Seniority**

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

20.04 **Continuous Period of Vacation**

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

20.05 **Approval**

- (a) All vacation leaves must be approved by the Employer prior to the commencement of such leaves.
- (b) **Shift employees shall submit their request for summer vacation periods (June 15th - September 15th) to their supervisor by March 1st. Vacation dates shall be posted by May 15th each year. Vacation schedules shall be posted by June 1st each year for the summer vacation period and shall not be changed unless mutually agreed by the employee and the Employer.**
- (c) **Shift employees shall submit their vacation request for the public school March Break period to their supervisor by December 15th. Vacation**

dates shall be posted by January 15th each year.

20.06 Working While on Vacation

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

20.07 Termination of Employment

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(a) An employee whose employment is terminated for any reason shall be paid his/her final pay an amount equivalent to any unused vacation leave.

(b) An employee's estate will not be required to compensate for unearned leave in case of separation due to death of the employee or in the case of permanent disability, following involuntary separation due to layoff or permanent disability.

20.08 Transfer of Vacation Credits

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

20.09 Long Service Leave Credit

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

ARTICLE 21 - HOLIDAYS

21.01 Float and Designated Holidays

(1) (a) All employees shall receive one (1) day paid leave for

each of the following designated holidays each year:

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

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

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

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

(d) All employees who do not receive shift premiums, shall be entitled to one-half (1/2) day paid leave to be taken during each fiscal year on a day agreed to by the employee and the Employer.

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

(3) Notwithstanding Article 21.01 (1), part-time employees shall be entitled to paid leave for designated holidays, and the floating holiday on a proportionate basis to paid hours. This leave shall be accumulated in a holiday bank and will be paid upon the employee's request.

21.02 Working on a Holiday

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

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

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

21.03 Eligibility for Paid Leave

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

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

21.04 Holiday Falling on a Leave with Pay

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

21.05 Holiday Coinciding with Day of Rest

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

- (a) the day immediately following the employee's day of rest, or
- (b) the day following the employee's annual vacation, or
- (c) another mutually acceptable day between the Employer and the employee within sixty (60) days of the holiday.

21.06 Time off Instead of Pay Option

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

21.07 Working on Unscheduled Holiday

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

21.08 Standby on a Holiday

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

21.09 Christmas - New Year's Scheduling

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

21.10 Fair Distribution of Holidays

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

ARTICLE 22 - SICK LEAVE

22.01 Definition

(a) Sick leave is provided to enable employees to be absent during periods of illness without suffering financial loss of their regular wages. Sick leave may be granted under the following conditions to employees who are unable to report for work. Any employee found to be abusing sick leave privileges may be subject to disciplinary action.

(b) Sick leave with pay shall be granted to 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 by the employee. This will be waived by the Employer if an emergency exists.

22.02 Accumulation

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

22.03 Employees with Maximum Accumulation

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

22.04 Sick Leave Form

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

22.05 Reporting of Sickness

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

22.06 Medical Certificate

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

- (a) the sick leave exceeds three (3) consecutive working days or shifts;
- (b) in the current fiscal year, the employee has been granted **fifty-six and one quarter (56.25)** hours sick leave on his/her own certification; or
- (c) in cases of an established pattern of sickness.

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

22.07 Sickness During Vacation

An employee hospitalized or confined to **residence** on doctor's orders during his/her vacation period may qualify for use of sick leave credits upon production of a doctor's certificate and providing the illness is reported to the Employer within three (3) days of hospitalization or confinement to **residence** on doctor's orders. He/she shall have his/her vacation scheduled at a later date. Under exceptional circumstances, the employee will be relieved of the obligation to report within three (3) days, pursuant to this clause.

22.08 Confidentiality Issues

Notwithstanding the provisions of Articles 22.04 and 22.08, if an employee does not wish to disclose the nature of his/her illness on the sick leave application form, the Employer may accept a separate written or oral statement as to the nature of the illness. Such statements shall be treated as confidential.

22.09 Addiction Treatment

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

22.10 Illness During Working Hours

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

22.11 Travel for Medical Appointments

Each employee shall be allowed one (1) sick day or necessary portion thereof, to travel to another area for a medical appointment for himself/herself or a member of his/her immediate family. A medical certificate shall be provided upon request. This leave is to be granted as the need arises, and not to exceed twenty-two and one-half (22.5) hours per year which can be used at one time or individually. For the purpose of this article, immediate family means father, mother, child, spouse, or any other relative residing in the same household.

22.12 Medical Examinations

(i) Employees may be directed to undergo an examination by a medical practitioner appointed by the Employer. In the event that a diagnosis provided by the physician appointed by the Employer conflicts with a diagnosis provided by the employee's physician, then the Employer may direct the employee to undergo an examination by a third physician.

(ii) The cost of such examination shall be borne by the Employer.

(iii) Leave of absence with pay shall be provided to cover the period of the examination.

(iv) If the employee is found to be medically unfit to carry out the functions of the position he/she occupies then:

(a) the employee and a representative of the Union and the Employer will meet to discuss alternate or rehabilitative employment, or other accommodation measures in accordance with Article 54;

(b) if other suitable employment or accommodation measures with the Employer is not available, the employee will be placed on sick leave until sick leave credits are exhausted or the employee is able to return to work, whichever occurs first;

(c) if the employee is unable to return to work or be accommodated by the date sick leave credits are exhausted, the employee can request to be placed on disability leave without pay in accordance with Article 23.02 or

(d) if the employee is unable to return to work or be accommodated at the end of the leave of absence, the employee will be subject to the layoff and recall provisions of Article 33.

22.13 Sick Leave Deductions

Deductions from sick leave shall be made at the rate determined by the type of shift

half (7.5) hours will be deducted from an eight (8) hour shift that was scheduled.

22.14 Sick Leave Usage for Part-time Employees

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

- (a) for the pay period in which sick leave begins and for the next two (2) consecutive pay periods thereafter, accumulated sick leave shall be granted based on guaranteed shifts and any extra pick-up shifts already scheduled; and
- (b) for illness extending beyond the period covered in (a), accumulated sick leave shall be granted based on the part-time employee's average weekly paid hours, in the twenty-six (26) pay periods immediately prior to the pay period in which the illness commenced. **In no case shall the amount of sick leave be less than the employee's minimum employment guarantee.**

22.15 Return from Sick Leave

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

ARTICLE 23 - LEAVE OF ABSENCE

23.01 General

(1) An employee will not be required to secure his/her own replacement for leaves of absence.

(2) Unless expressly stated otherwise, when an employee has been granted a leave of absence without pay his/her seniority is retained but not accumulated.

(3) An employee on a leave of absence without pay is not entitled to holidays and does not accumulate vacation leave, sick leave or any other benefits measured by length of service.

(4) Upon completion of a leave of absence, the employee shall be placed in his/her former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.

(5) (a) Where continued coverage is provided under the group insurance plans, an employee who has been granted a leave of absence without pay under this article shall continue to be eligible for group insurance coverage.

(b) An employee granted leave of absence pursuant to Articles 23.02 and 23.03 shall continue to be eligible for cost sharing of group insurance

premiums except where the Employer is required to pay the full cost of premiums under Article 18.06.

(c) During the period Long Term Disability Insurance is payable, the Employer agrees to cost share the premiums for Medical and Dental Insurance even though the LTD recipient ceases to be an employee following cessation of recall rights under Article 33.

(d) As of the signing date of this agreement, employees currently on leave of absence who are receiving cost sharing of group insurance premiums shall continue the existing cost-sharing arrangement for the duration of their approved leave.

23.02 Disability Leave

Upon the expiry of injury on duty leave and/or sick leave, an employee shall be provided disability leave without pay for the period requested up to a maximum of twelve (12) months. An employee granted leave of absence under this section shall not be granted additional leave under Article 23.15. Where medical opinion advises that the employee will be able to return to work within the next ninety (90) calendar days then the disability leave shall be extended until the employee returns or the ninety (90) days has elapsed, whichever is less.

23.03 Maternity, Adoption or Parental Leave

(1) The Employer shall grant an employee a leave of absence without pay for a period of up to twelve (12) consecutive months as maternity, adoption or parental leave.

(2) An employee upon request shall be granted one (1) day's leave with pay on the occasion of the birth of his/her child. An employee shall be entitled to one (1) day's leave with pay on the adoption of a child.

(3) The parties agree that Supplements to Employment Insurance (EI) Maternity or Parental Benefits will be provided to employees who commence maternity, adoption or parental leave on or after the signing date of this agreement. The Supplements to EI will be provided as follows:

(a) An employee who provides the Employer with proof that she has applied for and is eligible to receive maternity benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and seventy-five percent (75%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which the employee would have been eligible if no other earnings had been received during the period.

(b) An employee, other than an employee who has received an allowance under Article 23.03 (3) (a), who provides the Employer with proof that he/she has applied for and is eligible to receive parental benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and seventy-five percent (75%) of his/her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefit to which the employee would have been eligible if no other earnings had been received during the period.

(c) If both parents are employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.

(d) An employee mentioned in (a) or (b) who is subject to a waiting period of two (2) weeks before receiving EI benefits, shall receive an allowance equivalent to seventy-five percent (75%) of his/her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the waiting period.

(e) The weekly rate of pay for a part-time employee will be the average weekly salary earned in the twenty (20) week period prior to commencement of the EI claim.

(f) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.

23.04 Family Illness

(1) Where no one other than the employee can provide for the medical needs of a member of his/her immediate family during illness, the employee shall be granted leave up to eleven and one-quarter (11.25) hours with pay on the employee's verification of illness; however, where leave in excess of eleven and one-quarter (11.25) hours or one (1) work period is required, a medical certificate signed by a physician is required. Leave under this article shall be limited to **thirty-seven and one-half (37.5) hours** per illness to a maximum of seventy-five (75) hours per fiscal year.

(2) For the purpose of Article 23.04(1), "immediate family" means:

(a) the employee's spouse and dependent children, and

(b) the employee's parents.

23.05 Bereavement Leave

(a) In the event of the death of an employee's parent (including a natural parent, guardian, foster parent or any other person standing in loco parentis).

spouse, child, step-child, or ward of the employee including the child of a common-law spouse,

(i) upon request, a full-time employee shall be granted leave with pay for four (4) days provided the leave is taken within seven (7) days of the death. Up to two (2) additional days may be authorized for travelling time; and

(ii) upon request, employees who work less than full time shall be granted leave with pay for three (3) days provided the leave is taken within seven (7) days of the death and only if the employee is scheduled to work.

(b) In the event of the death of an employee's brother, sister, grandchild, grandparent, great grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, or of any relative permanently residing with the employee,

(i) upon request, a full-time employee shall be granted leave with pay for three (3) days provided the leave is taken within seven (7) days of the death. Up to two (2) additional days may be authorized for travelling time; and

(ii) upon request, employees who work less than full time shall be granted leave with pay not to exceed two (2) days provided the leave is taken within seven (7) days of the death and only if the employee is scheduled to work.

(c) Twelve Hour Shift

In the case of employees working twelve (12) hour shifts, the maximum leave under **Article 23.05** (a) and (b), shall be thirty-three and three quarter (33.75) hours provided the leave is taken within seven (7) days of the death. The further extension referred to in **Article 23.05 (a) and (b)** shall not exceed one (1) day (11.25 hours).

(d) Upon request, in the event of the death of an employee's aunt, uncle, nephew or niece, the employee shall be granted leave with pay for one (1) day for the purpose of attending the funeral, or in the case of night shift workers, for the purpose of resting prior to or after attending the funeral.

(e) If an employee is on vacation leave at the time of bereavement, the employee shall be granted special leave and be credited the appropriate number of days to vacation leave.

(f) One half (1/2) day leave with pay shall be granted to act as a pallbearer, flower bearer or reader at a funeral.

In the case of serious illness of a parent, spouse, brother, sister or child, compassionate leave with pay of up to three (3) days shall not be unreasonably withheld. Where the illness occurs outside the province, an additional extension, not to exceed two (2) days, shall be granted provided that entitlement shall depend on particular circumstances. For greater clarity, serious illness in this article shall mean life threatening illness.

23.07 **Complaints, Grievances and Appeals**

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

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

23.08 **Insurance and Pensions Committees**

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

23.09 **Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or are subpoenaed as witnesses in a court action, provided such court action is not in connection with the employee's or employee's family's private affairs except where the employee must appear in court as a victim of family violence or to testify on behalf of a victim of family violence.
- (b) The Employer may grant special leave without pay in cases where an employee's private affairs require a court appearance.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, excepting travelling and meal allowance not reimbursed by the Employer.
- (d) If the court duty occurs at a time immediately prior to or following the employee's scheduled work period, then the employee's scheduled work period shall be rescheduled to coincide with the portion of court duty required and Article 23.09(a) shall apply.

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

23.10 Political Office

- (1) The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without pay to enable employees to be candidates in federal, provincial or municipal elections. If elected, the employee shall be granted a leave of absence for one (1) full term of office, and the Employer may post the position for the full term of office notwithstanding the twelve (12) month limitation in Article 32.
- (2) When the employee wishes to return to his/her position, he/she shall give the Employer advance notice of three (3) weeks. He/she shall be placed in his/her former position or, if that position no longer exists, a similar position. If such employment is not available, Article 33 shall apply.

23.11 Negotiations

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

23.12 Union Business

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

23.13 **Reimbursement by Union**

The Union shall submit a list to the Employer within ten (10) days indicating the name, date and hours for an employee granted leave under Article 23.12. Within thirty (30) days of being invoiced by the Employer, the Union shall reimburse the Employer for the salary paid to the employee for the leave granted under Article 23.12.

23.14 **Deferred Salary Plan**

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

23.15 **Personal Leave**

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

23.16 **Blood Donor Leave**

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

23.17 **Other Reasons**

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

ARTICLE 24 - ADVERSE WEATHER CONDITIONS

24.01 **No Closure Due to Storms**

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

24.02 **Time Lost to Absence or Lateness**

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

- (a) made up by the employee at a time agreed upon between the employee and his/her immediate supervisor; or
- (b) charged to the employee's vacation, accumulated overtime, or holiday time should such an entitlement exist; or

- (c) otherwise deemed to be leave without pay.

24.03 No Discrimination

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

24.04 Reasonable Lateness

Notwithstanding Article 24.02, but subject to Article 24.03; reasonable lateness beyond the beginning of an employee's starting time shall not be subject to the provisions of Article 24.02 where lateness is justified by the employee being able to establish to the satisfaction of the Employer that every reasonable effort has been made by the employee to arrive at his/her work station at the scheduled time. **No arbitrary time limits shall be placed on reasonable lateness.**

ARTICLE 25 - GROUP INSURANCE AND PENSIONS

25.01 Group Life and Accidental Death and Dismemberment

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

25.02 Group Health and Dental

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

25.03 Group Long Term Disability

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

(b) The parties agree to extending LTD coverage to additional employees, pursuant to the Letter of Understanding #3 attached to this Agreement.

25.04 Joint Insurance Trustee Committee

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

25.05 Pension Plans

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

25.06 Employees Eligible for Group Insurance Coverage

- (1) For the purpose of Articles 25.01 - 25.02, the term “eligible employees” includes:
 - (a) probationary and permanent employees;
 - (b) temporary employees hired in temporary positions created for periods of twelve (12) months or more; and
 - (c) such other employees deemed eligible by the Joint Insurance Trustee Committee.

(2) For the purpose of Article 25.03, the term “eligible employees” includes:

- (a) **probationary and permanent employees; and**
- (b) **such other employees deemed eligible by the Joint Insurance Trustee Committee.**

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

ARTICLE 26 - DISCIPLINE

26.01 Just Cause Necessary

No employee shall be disciplined except for just cause.

26.02 Written Reasons for Discipline

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

26.03 Access to Steward

If an employee is to be disciplined by **oral reprimand**, written reprimand,

suspension, demotion or dismissal and a meeting is held with the employee to administer such discipline, the employee shall be entitled to have a Steward present.

26.04 **Removal of Disciplinary Notice**

- (a) Upon the employee's request, any notice of disciplinary action or any other document concerning disciplinary action, other than evaluation reports and payroll transactions, which may have been placed on his/her personnel file shall be removed after two (2) years have elapsed since the disciplinary action was taken, provided no further disciplinary action has been recorded during this period.
- (b) **Unpaid leaves shall be excluded from the calculation of the two (2) year period.**

26.05 **Access to Personnel File**

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

26.06 **Reinstatement Provisions**

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

26.07 **One Personnel File**

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

26.08 **Employee Notification of Disciplinary Documents**

No notice of disciplinary action or any other document which may give rise to disciplinary action shall be placed on an employee's personnel file without the employee being given an opportunity to read its contents and receive

an exact
copy for his/her own records.

ARTICLE 27 - GRIEVANCE AND ARBITRATION PROCEDURES

27.01 Policy

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

27.02 Application

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

27.03 Definitions

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

Grievance Procedure

27.04 Grievance Processing

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

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

(2) The Employer shall advise the Union of the name and title of the designated representative at each level of the grievance procedure.

(3) The Union shall provide the Employer with a list of stewards authorized to deal with grievances on behalf of employees.

(4) An employee may only process a grievance under the grievance and arbitration procedures with the written approval of the Union.

27.05 **Grievance Steps**

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

Step 1

Within seven (7) days of the date upon which the alleged incident occurred or the employee became aware of the alleged incident, the employee, with a steward, shall meet with the **designated representative at Step 1** in an attempt to resolve the dispute.

The **designated representative** shall render a decision within seven (7) days of the meeting being held.

Step 2

Failing satisfactory settlement of the grievance in Step 1, the grievance shall be referred in writing to the designated representative at Step 2 within seven (7) days of the reply to Step 1. The designated representative shall render a decision within seven (7) days of being presented with the grievance.

Step 3

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

27.06 No Hindrance

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

27.07 Variance from Normal Procedure

(a) The Union or the Employer may institute a grievance and shall institute such procedure at Step 2.

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

27.08 Written Responses

Replies to grievances shall be in writing at all stages.

27.09 Facilities for Meetings

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

27.10 Withdrawal or Abandonment of Grievances

(a) An employee may withdraw a grievance at any time by so stating in writing to the designated representative at the level at which the grievance exists.

(b) If an employee does not submit a grievance within the time limits stipulated in Step 1 and Step 2 of the grievance procedure, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. However, if either party fails to process a grievance from Step 2 to Step 3 within the time limits specified,

it shall not be deemed to have prejudiced its position in arbitration.

27.11 Technical and Procedural Irregularities

Subject to Article 27.10 (b), no grievance shall be defeated or denied by any formal or technical objection. An arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive former procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

Arbitration Procedure

27.12 Composition of Board of Arbitration

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

27.13 Who May Be an Arbitrator

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

27.14 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees

fail to agree upon a chair within seven (7) days of their appointment, the appointment shall be made by the Minister Responsible for the Labour Act upon request of either party.

27.15 Board Procedure

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

27.16 Decision of the Board

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

27.17 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.

27.18 Expenses of the Board

Each party shall pay:

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

27.19 **General Amending of Time Limits**

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

27.20 **Witnesses**

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

27.21 **Single Arbitrator**

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

ARTICLE 28 - PROBATIONARY PERIOD

28.01 The following provisions shall apply to employees:

(a) An employee hired for a permanent position shall be a probationary employee and shall undergo a probationary period. The probationary period shall be a period of six hundred (600) hours worked in the classification, at the worksite where the position exists, from the date of hiring as a probationary employee.

(b) The probationary period may be extended by a maximum of **two** hundred and fifty (**250**) hours worked provided such extension is considered

necessary as a result of a performance appraisal. A written notice of the extension and a copy of the appraisal must be given to the employee prior to the expiry of the initial probationary period.

ARTICLE 29 - SENIORITY

29.01 Granting Seniority to Probationary Employees

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

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

29.02 Calculation of Seniority

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

29.03 Loss of Seniority

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

- (a) voluntarily terminates employment;
- (b) is dismissed or discharged for just cause and is not reinstated;
- (c) is suspended for just cause, in which event the loss of seniority

shall be only

for the period of the suspension;

(d) has exhausted the period of time allocated for being on a recall list; or

(e) fails to return to work within fourteen (14) days following receipt of registered mail notifying the employee of recall unless the employee can show a justifiable reason for failure to report.

29.04 **Transfer Out of Bargaining Unit**

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

(b) If a permanent employee accepts a temporary position outside the bargaining unit, the employee shall retain his/her seniority but shall not continue to accumulate seniority while occupying the temporary position.

29.05 **Seniority List**

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

ARTICLE 30 - PORTABILITY OF BENEFITS

30.01 Reciprocal Agreement With Other Health Regions

When a permanent employee receives permanent employment with another Employer who is a party to this agreement, there is a reciprocal agreement that the employee will be entitled to the transfer of benefits. Transferable benefits include:

- (a) salary step earned and accumulated hours towards an increment, if employed in the same **pay level**;
- (b) accumulated sick days;
- (c) accumulated retiring/severance allowance;
- (d) length of vacation entitlement; and
- (e) accumulated seniority, upon completion of the probationary period.

30.02 **Reinstatement of Benefits on Re-employment**

When an employee is re-employed by the former Employer, the transferable benefits outlined in Article 30.01 shall be reinstated.

30.03 **Transfer into UPSE Bargaining Unit**

When a person, employed by an Employer covered by this agreement, becomes an

employee in this bargaining unit, the transferable benefits outlined in Article 30.01

- (a) - (d) shall be applicable.

30.04 **Time Limits**

Employment or re-employment must be obtained within **ninety (90)** days after terminating employment with the previous Employer.

30.05 **Reciprocal Agreement with Province of PEI**

The provisions of the Reciprocal Transfer Agreement between the Government, Health Authorities and the Union to enhance the mobility of permanent employees from the Government to Health Authorities and from Health

Authorities

to Government is attached as Schedule G.

ARTICLE 31 - PROMOTIONS AND STAFF CHANGES

31.01 **Job Posting**

- (a) Where any vacancy occurs in a permanent position within the bargaining unit or a new position is created within the bargaining unit, the Employer shall post notice of the position for a period of not less than seven (7) days on all

bulletin boards **of all five (5) Employers**. The position shall be open **only** to all members of the UPSE bargaining unit. However, when filling the position, the applicants shall be processed in the following order **by the Employer with the vacancy or the new position:**

- (i) Applications from **permanent** employees, of the Employer where the position exists, **who have seniority** shall be fully processed before any other applications are considered.
- (ii) If the position is not filled by **the process in Article 31.01** (a)(i), the Employer, **where the position exists, shall then fully process applications from permanent employees who have seniority and are applications from its own employees without seniority.**
- (iii) **If the position is not filled by the process outlined in Article 31.01 (a)(ii), the Employer, where the position exists, shall then fully process applications from employees of the other Employers without seniority.**
- (b) If the position is not filled by any member of the UPSE bargaining unit, the Employer may fill the position by advertising to other bargaining units or to the public.
- (c) A copy of all job postings/advertisements shall be forwarded to the Union upon posting/advertising.

31.02 **Information on Postings**

(a) Job postings shall contain information on the nature of the position, the qualifications required, the salary range, the hours of work or percentage of full- time hours for part-time positions and details of shifts if shift work is involved. The qualifications required shall be those necessary to perform the job function and shall not be established in an arbitrary or discriminatory manner. The posting shall state “The Employer is an equal opportunity employer”.

(b) In the case of job postings specifying “male only” or “female only”, such requirement must be based on a genuine occupational qualification.

31.03 **Posting Name of Successful Applicant**

Within seven (7) days of the date of appointment to a vacant or newly created position, the name of the successful applicant, shall be posted on the Employers' bulletin boards for a minimum of seven (7) days.

31.04 **Role of Seniority**

- (a) In selecting applicants for vacancies or new positions including promotions and transfers, the selection shall be made on the basis that where qualifications and ability are relatively equal, seniority shall be the determining factor.
- (b) **Where seniority is the determining factor for competitions resulting from the provisions of Article 31.01 (a)(i), seniority as recognized by an employee's Employer will be applied.**
- (c) **Where seniority is a determining factor for competitions resulting from the provisions of Article 31.01 (a)(ii), seniority as recognized by an employee's Employer will be applied with the other four (4) Employers on a bargaining unit wide basis.**
- (d) **Part-time employees, who hold permanent positions with more than one Employer, shall have their combined seniority recognized for the purpose of this Article.**

31.05 **Trial Period for Permanent Employees**

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

of the
position rearrangement of positions shall also be returned to his/her former
and salary rate, without loss of seniority.

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

ARTICLE 32 - TEMPORARY POSITIONS

32.01 Posting and Filling Temporary Positions

(a) Where a temporary position exists for a period greater than two
(2) months,
the Employer shall post that position at the worksite for seven (7)
days. The
posting shall indicate that applications are restricted to employees
of the
bargaining unit employed at the worksite.

(b) In filling the temporary position the applications shall be processed in the
following order:

(i) applications from permanent employees **at the worksite** and
employees on a recall list within the classification shall be fully
processed and the Employer will select the applicant with the
most
seniority possessing the qualifications and ability to do the job.

(ii) if a temporary position is not filled by the process outlined in
subsection (i), the Employer shall then consider applications from
other employees in the bargaining unit at the worksite and
employees
on a recall list. In selecting the applicant for the temporary
position,
the selection shall be made on the basis that where qualifications
and
ability are relatively equal, seniority shall be **the** determining
factor.

32.02 Subsequent Vacancies

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

32.03 Permanent Employees Filling Temporary Positions

Where permanent employees fill temporary positions **with their own or another**

Employer, they will retain their permanent employee status and will continue to accrue seniority while so employed.

32.04 **Limitations on Temporary Positions**

- (a) Any position occupied by a temporary employee due to the absence of a permanent employee shall be assumed by the permanent employee on his/her return to duty.
- (b) If the position for which the temporary employee was hired becomes vacant or if a new position is created out of the special purpose, it shall be posted in accordance with Article 31.01.
- (c) A temporary position shall not be for a period in excess of twelve (12) months except in circumstances approved by the Union.

32.05 **Completion of Temporary Position**

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

32.06 **Pay While Filling Temporary Positions**

employee When an employee fills a temporary position at a higher salary level, the shall be paid in accordance with Article 13.02.

32.07 **Scope of Worksite**

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

ARTICLE 33 - LAYOFF AND RECALL

33.01 **Definition**

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

- (i) shortage of work,
- (ii) reduction or discontinuation of a service or services, or
- (iii) an employee's medical condition which is such that he/she is unable to fulfill the functions of his/her position and all other provisions of this agreement entitling the employee to transfer and/or receive a leave of absence have been exhausted.

33.02 **Notice of Layoff**

Where a permanent employee is identified for layoff, the employee shall be advised in

person by the Employer of the layoff. At this meeting the employee shall be given written confirmation of the layoff outlining the reason and the effective date. The employee shall be provided with forty-five (45) calendar days notice before the layoff is to be effective. Pay in lieu of notice shall be based on the number of hours the laid off employee would have normally been scheduled to work.

33.03 **Employee Response to Notice of Layoff**

Within five (5) days of receipt of notice of layoff, the employee shall notify the Employer in writing of his/her intention to:

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

33.04 **Role of Seniority**

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

33.05 **Displacement**

An employee who has received notification of layoff may:

- (a) Displace (bump) an employee with less seniority in the same or lower paid classification, provided the senior employee is qualified to do the work.
- (b) The Employer shall provide any employee who exercises bumping rights with written notice of transfer to his/her new position. Any employee displaced by such transfer shall be provided with written notice of layoff in accordance with Article 33.02.

33.06 **Redcircling**

An employee subject to layoff who through transfer or displacement accepts a position

with a lower maximum rate of pay than the maximum rate of pay for the employee's current position shall retain his/her current rate of pay until such time as the rate for the lower paid position equals or exceeds the rate in effect.

33.07 **Recall**

- (a) A permanent employee who is laid off shall be placed on the recall list for eighteen (18) months from the effective date of the layoff.
- (b) Notwithstanding the provisions of Article 33.07(a), an employee who was laid off because of a medical condition shall be placed on the recall list for a period of eighteen (18) months from the date the employee indicates that he/she is available for work. Such indication must be received by the Employer within two (2) years from the date of layoff.
- (c) Employees on a recall list are entitled to apply for any job postings including temporary positions. Employees on a recall list have the right to any available casual work, providing they are qualified to do the work.
- (d) No new employee will be hired until those laid off have been given an opportunity for recall in positions for which they are qualified.
- (e) Should an employee on the recall list be recalled for a period of time of less than thirty (30) calendar days, the employee shall not be required to return to work.
- (f) Employees who are recalled for temporary positions or casual work shall have their recall rights renewed for a period of eighteen (18) consecutive months and shall not be entitled to further notice of layoff.
- (g) An employee on the recall list continues to accrue seniority for all hours worked in a temporary position or while performing casual work.

33.08 **Determination of Qualification**

For the purpose of Articles 33.05(a) and 33.07(c) and (d), the

qualifications required
shall be the necessary skill, knowledge, training and experience to
perform the job and
shall not be established in an arbitrary or discriminatory manner.

33.09 **Group Insurance**

Where continued coverage is provided under group insurance plans,
employees with
recall rights are entitled to the benefits of Articles 25.01, 25.02 and 25.03
of the
collective agreement.

33.10 **Layoff Notice for Temporary or Probationary Employees**

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

ARTICLE 34 - SEVERANCE PAY AND RETIREMENT ALLOWANCE

Severance Pay

34.01 **Entitlement**

Subject to Article 34.04, a permanent employee with more than five (5) years
continuous service shall be entitled to severance pay where the employee is terminated:

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

34.02 **Calculation**

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

34.03 **Claimant in Death Situation**

If severance pay is granted because of the death of an employee, the severance pay

shall be paid to the employee's designated beneficiary or to his/her estate if no beneficiary has been designated.

34.04 Not in Addition to Retirement Allowance

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

34.05 Timing of Payment in Layoff Situations

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

34.06 Right to Defer for Tax Purposes

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

Retirement Allowance

34.07 Entitlement

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

34.08 Calculation

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

34.09 Right to Defer Retirement Allowance for Tax Purposes

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

34.10 Claimant in Death Situation

Where an employee eligible for retirement allowance dies before retirement and retirement allowance has not been granted, the retirement allowance entitlement of the deceased employee shall be paid to the employee's designated beneficiary or to his/her estate if no beneficiary has been designated.

General

34.11 Definition of Continuous Service

For the purpose of calculating the thresholds of five (5) years continuous service in Article 34.01 and ten (10) years continuous service in Article 34.07, continuous service means years of uninterrupted employment with the Employer or its predecessors not hours worked.

34.12 Definition of Hours Worked

- (1) Hours worked under this article shall mean paid hours **and includes credited hours as outlined in Article 18.08 and Article 34.12 (2).**
- (2) **An employee, who has been granted maternity, adoption or parental leave, shall be given credit for severance pay or retiring pay purposes for the number of hours calculated on the same basis as if the employee had been at work. Credited hours will be based on the average weekly hours paid to the employee in the twenty-six (26) pays prior to the pay period of the commencement of the leave times the number of weeks of such leave.**

ARTICLE 35 - TECHNOLOGICAL CHANGE

35.01 Definition

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

35.02 Notice

The Employer agrees to provide as much advance notice as possible but in any case no less than three (3) months notice to the Union prior to the date the change is to be effected. During this period the parties will meet in an effort to reach an agreement on solutions to the problems arising from the intended change and on measures to be taken by the Employer to protect the employees from any adverse effects.

35.03 Additional Training

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

35.04 No New Employees During Phase-In Period

No additional employees shall be hired by the Employer until employees affected

by the technological change have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

35.05 Application of Layoff and Recall Article

An employee whose position has been rendered redundant or an employee who has been displaced as a result of technological change shall be entitled to all of the provisions of Article 33.

ARTICLE 36 - SUBCONTRACTING

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

ARTICLE 37 - MERGER AND AMALGAMATION

37.01 Between Regions

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 the above.

37.02 Within the Region

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 the above.

37.03 Alternate Employment Arrangements

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

- (a) in accordance with Article 37.01, any employee affected shall, on the basis of qualifications and seniority, be offered alternate employment, if

available, with
operations and
functions;
(b) in accordance with Article 37.02, any employee affected shall, on
the basis
of qualifications and seniority, be offered alternate employment, if
available, in
their present worksite or in the worksite assuming the operations
and functions;
and
(c) if alternate employment under (a) or (b) is not available, lay-off and
recall shall
be in accordance with Article 33.

37.04 Consequential Expenses

Should Articles 37.01 or 37.02 become applicable, the parties shall consult on
consequential expenses such as temporary travel allowances, altered work hours
and
relocation expenses. If the parties are unable to agree, the outstanding issues will
be
referred to an independent third party for arbitration for a final and binding
settlement.

ARTICLE 38 - CONTINUANCE OF OPERATIONS

38.01 No Strike

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

38.02 No Lockout

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

38.03 Punctual and Regular Attendance

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

ARTICLE 39 - CASUAL EMPLOYEE BENEFITS

39.01 12% in Lieu of Benefits

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

39.02 Increments

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

39.03 Work on a Holiday

Notwithstanding Article 39.01, a casual employee who works on a holiday shall be paid the holiday premium rate for the first seven and one-half (7.5) hours worked or eleven and one-quarter (11.25) hours worked, depending on the length of the regular shift, and double time for all hours in excess.

39.04 Protective Equipment and Identifiable Uniforms

(a) Casual employees, who have completed six hundred and fifty (650) paid hours in a fiscal year, shall be entitled to one (1) uniform under the provisions of Article 19.01, or one-half (½) of the uniform allowance under the provisions of Article 19.02 and one-half (½) of the safety footwear allowance under the provisions of Article 19.03.

(b) Casual employees who have completed seven hundred and eighty (780) paid hours in a fiscal year are entitled to the provisions of Articles 19.01 - 19.03.

(c) Article 19.04 (a) is applicable to casual employees.

39.05 Other Applicable Articles

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

Employee Rights - Article 8
Union Security - Article 9
Information - Article 10
Payment of Wages and Allowances - Article 12
Travel Allowances - Article 14
Hours of Work and Shift Work - Articles 15.01- 15.06, 15.27, 15.31 and 15.32
Overtime, Standby and Callback - Articles 16.01 - 16.05
Safety and Health - Article 17
Grievance and Arbitration Procedures - Article 27
Group Home Workers Benefits - Article 40
Orientation - Article 47.02

ARTICLE 40 - GROUP HOME WORKERS BENEFITS

40.01 Non-applicable Articles

The following articles of the agreement do not apply to Group Home Workers:

Article 16 - Overtime, Standby and Callback (Articles 16.06 - 16.13).

40.02 Articles Applicable as Amended

The following articles of the agreement shall apply to Group Home Workers in the amended format indicated by Articles 40.04 - 40.09:

- Article 15 - Hours of Work and Shift Work
- Article 16 - Overtime, Standby and Callback (Articles 16.01 - 16.05)
- Article 20 - Vacations
- Article 21 - Holidays
- Article 22 - Sick Leave
- Article 23 - Leave of Absence

40.03 Fully Applicable Articles

shall apply All remaining articles of the agreement not mentioned in Article 40.01 or 40.02 to Group Home Workers.

40.04 Hours of Work and Shift Work

- (a) Work schedules shall be established for each Group Home which shall provide for five (5) week rotations.
- (b) The weekly hours of work scheduled to be performed by Group Home Workers shall not exceed an average of sixty-five (65) per week. The average shall be calculated over the period of the rotation and shall include meal breaks, rest breaks, sleepover periods and staff meetings.
- (c) Group Home Workers shall be paid at the hourly rate of pay for their position title and step on the following basis:

$$\frac{\text{Hours Worked}}{1.733} = \text{Number of Hours Pay at Hourly Rate}$$

For each hour worked a Group Home Worker receives 0.577 hours pay based on the following conversion factor:

$$\frac{37.5 \text{ normal weekly hours}}{65.0 \text{ group home weekly hours}} = 0.577$$

- (d) Group Home Workers who work on a full-time basis shall be paid a biweekly salary for working the average weekly hours of work outlined in Article 40.04(b).
- (e) Articles 15.05, 15.06, 15.07, 15.13, 15.18, 15.29, **15.31 and 15.32** shall also apply to Group Home Workers. **For the application of Article 15.31, evening shift premiums shall be paid for all hours worked between 3:30 p.m. and 11:30 p.m. and night shift premium shall be paid for all hours worked, including sleepover hours, from 11:30 p.m. to 7:30 a.m.**
- (f) Notwithstanding Article 40.04 (c), Group Home Workers who are required to attend staff meetings during off-duty hours will be compensated for the

actual hours spent at staff meetings at the straight time rate in accordance with the following example:

Example: If an employee is required to attend a three-hour staff meeting,

he/she will be entitled to:

- (i) 3 hours' pay at the hourly rate, or
- (ii) 5.2 hours leave with pay (3 hours x 1.733 = 5.2

hours)

(g) Notwithstanding Article 40.04 (c), casual employees who are assigned constant care duty will be paid at their hourly rate of pay for all hours worked in this capacity as a **Youth Worker**.

40.05 Overtime, Standby and Callback

(a) If any Group Home Workers are required to work in excess of the scheduled hours in a rotation, they shall be entitled to be compensated for these overtime hours at the rate of one and one-half times the actual overtime hours. Employees may choose overtime compensation in the form of pay or paid time off in lieu.

(b) The time off in lieu shall be taken at a time mutually agreeable to the employee and the supervisor.

(c) Articles 16.02 and 16.03 shall also apply to Group Home Workers.

40.06 Vacations

(a) All of the provisions of Article 20 shall apply to Group Home Workers.

(b) Vacation leave credits used will be deducted on the basis of 0.577 hours of vacation leave for each scheduled hour off as vacation.

40.07 Holidays

(a) The provisions of Articles 21.01, 21.03, 21.04, 21.05, 21.07, 21.09 and 21.10 shall apply to Group Home Workers.

(b) A permanent part-time Group Home Worker shall be entitled to pay or paid leave for each statutory holiday on a prorated basis to paid hours.

(c) A Group Home Worker who works on a holiday, other than Christmas Day, shall receive pay at .87 times (1.5 x .577 = .87) for hours worked on a shift of twelve (12) hours or less and at 1.154 times (2 x .577 = 1.154) for hours worked on a

shift of
pay at a
examples:

more than twelve (12) hours and shall have the holiday rescheduled with
time requested by the employee in accordance with the following

Example 1:
holiday, other
follows:

If an employee works from midnight to 8:30 a.m. on a
than Christmas Day, compensation is calculated as

$8.5 \text{ hours} \times .87 = 7.4 \text{ hours pay}^*$
and
 $7.5 \text{ hours} \times 1.733 = 13.0 \text{ hours to be scheduled off with}$

pay.

hours pay [(7.4 hours
(2.5 hours x 1.733 = 4.3
* The 7.4 hours pay represents an extra 2.5
premium pay) - (8.5 scheduled hours x
.577 = 4.9) = 2.5] which may
be converted to 4.3 hours leave with pay
hours).

Example 2: If employee works from midnight to
midnight on a holiday, other than
Christmas Day, compensation is calculated
as follows:

$(12 \text{ hours} \times .87) + (12 \text{ hours} \times 1.154) = 24.2 \text{ hours pay}^*$
and
 $7.5 \text{ hours} \times 1.733 = 13.0 \text{ hours to be scheduled off with pay.}$

* The 24.2 hours pay represents an extra 10.5 hours pay [(24.2 hours
premium pay) - (24 scheduled hours x .577 = 13.8) = 10.4] which may
be converted to 18 hours leave with pay (10.4 x 1.733 = 18).

(d) A Group Home Worker who works on Christmas Day shall receive pay
at 1.154
times (2 x .577 = 1.154) for hours worked and shall have the holiday
rescheduled
with pay at a time requested by the employee in accordance with the
following examples:

Example 1: If an employee works from midnight to 8:30 a.m. on
Christmas Day,
compensation is calculated as follows:

$8.5 \text{ hours} \times 1.154 = 9.8 \text{ hours pay}^*$

and
7.5 hours x 1.733 = 13.0 hours to be scheduled off with
pay.

* The 9.8 hours pay represents an extra 4.9
hours pay [(9.8 hours
.577 = 4.9) = 4.9] which may
(4.9 x 1.733 = 8.5).
premium pay) - (8.5 scheduled hours x
be converted to 8.5 hours leave with pay

Example 2: If employee works from midnight to
midnight on Christmas Day,
compensation is calculated as follows:

24 hours x 1.154 = 27.7 hours pay*
and
7.5 hours x 1.733 = 13.0 hours to be scheduled off with pay.

* The 27.7 hours pay represents an extra 13.9 hours pay
[(27.7 hours
premium pay) - (24 x .577 = 13.8) = 13.9] which may be
converted to
24 hours leave with pay (13.9 hours x 1.733 = 24).

- excess of
- pay for
- for the
- (e) Overtime shall be at the rate of double time for all hours worked in
the employee's scheduled shift on all holidays (2 x .577 x hours).
 - (f) A Group Home Worker shall be entitled to choose to receive leave with
that portion of holiday premium pay that is in excess of the hours of pay
shift on the holiday. See examples in Article 40.07 (c) and (d).

40.08 Sick Leave

- (a) All of the provisions of Article 22 apply to Group Home Workers with the exception
of Articles 22.02 and 22.13.
- (b) Article 22.02 shall be amended to have the sick leave accumulation based on eleven
and one-quarter (11.25) hours for each two hundred and eighty-one (281) paid hours
instead of one hundred and sixty-two and one-half (162.5) paid hours.
- (c) Sick leave credits will be deducted on the basis of 0.577 hours of sick leave for each
scheduled hour not worked because of illness.

40.09 Leave of Absence

Article 23 shall apply in its entirety and "day" shall include any work period of
twenty-four (24) hours or less.

40.10 Casual Group Home Workers

- (a) The provisions of Articles 40.06 and 40.08 are not applicable to casual Group Home Workers.
- (b) Casual Group Home Workers shall be entitled to the holiday premium rate of time and one-half (1.5 x .577 x hours) on all holidays except Christmas Day when the casual holiday rate shall be double time (2 x .577 x hours). Casual employees shall not have the holiday rescheduled.

ARTICLE 41 - CLASSIFICATION APPEAL PROCEDURE

41.01 Employee Request

A permanent employee may request the Employer to review his/her position's classification, by submitting a description of the position on an approved form, with a covering letter specifying the reasons for the request.

41.02 Employer Response

The Employer shall respond within forty-five (45) days of receiving the employee's request with a decision to reclassify or not reclassify the employee's position.

41.03 Time Limits for Appeal

A permanent employee may appeal the decision to the Classification Appeal Board within fifteen (15) working days of receipt of the decision in regard to the allocation of the position in the classification plan.

41.04 Composition of Classification Appeal Board

A Classification Appeal Board consisting of one (1) member appointed by the Union, one (1) member appointed by the Employer and a mutually agreeable chairperson shall be named for a two (2) year period.

41.05 Appeal to Classification Appeal Board

An appeal to the Classification Appeal Board shall be in writing specifying the reasons for the appeal and shall be sent to the Chairperson of the Classification Appeal Board.

41.06 Review by Classification Appeal Board

The Classification Appeal Board shall, within thirty (30) days of receipt of the appeal, review the appeal and may hold a hearing on the appeal.

41.07 Communication of Decision

The Classification Appeal Board shall communicate its decision and reasons thereof in respect to the appeal in writing to the employee, the Employer and the Union.

41.08 **Decision Binding**

The decision of the Board is binding on all parties.

41.09 **Restriction on Appeal Board**

The Appeal Board shall not:

- (a) change existing salary relationships between classifications;
- (b) modify any descriptions, responsibilities, or specifications for any classification level, group or category;
- (c) change a position title to another classification level, group or category;
- (d) accept an appeal of the classification of any position that has been considered by it within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties and responsibilities of the position; or
- (e) rule on the status of the incumbent whose position is the subject of the appeal.

41.10 **Effective Date of Reclassification**

(a) The effective date of a reclassification shall be the date of submission to the Employer.

(b) In circumstances where the employee was performing the duties of the reclassified position prior to the date of submission, the effective date of the reclassification may be up to three (3) months prior to the date of submission to the Employer.

ARTICLE 42 - CLASSIFICATION SPECIFICATIONS

42.01 New or Revised Classification Specifications

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

ARTICLE 43 - EMPLOYER-EMPLOYEE CONSULTATION COMMITTEES

43.01 Establishment of Committees

Existing Labour Management Committees shall be maintained and, where deemed appropriate, new Employer-Employee Consultation Committees shall be established. Each Committee shall consist of at least two (2) representatives of the Union and equal representation of the Employer. These Committees shall enjoy the full support of both Parties in the interests of improved service to the public, and job security for the employees.

43.02 Chairperson of Committees

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

43.03 Function of Committees

Each Committee shall concern itself with the following general matters:

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

43.04 Meetings of Committees

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

43.05 Minutes of Meetings

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

43.06 Jurisdiction of Committees

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

does

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

43.07 Labour Management Relations Conference

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

Kings Health Region	2
East Prince Health Region	2
Queens Health Region	4
West Prince Health Region	2
Provincial Health Services Authority	3

ARTICLE 44 - JOINT CONSULTATION

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

ARTICLE 45 - CORRESPONDENCE

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

ARTICLE 46 - STAFF DEVELOPMENT AND TRAINING

46.01 Employer Support for Staff Development and Training

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

setting out the nature of the proposed development or training along with such information as may be requested.

46.02 Union Representation on Staff Development and Training Committees

The Union shall have representation on all worksite, divisional or Employer based Staff

Development and Training Committees.

46.03 Mandatory Training

(a) Where the Employer requires employees to participate in a course, seminar or workshop, whether in-service or out-of service, all costs related to the training shall

be paid by the Employer and salary and benefits shall be maintained.

(b) If such courses, seminars or workshops occur outside of the employee's scheduled hours of work, the employee will be granted equivalent time off at straight time.

46.04 Courses, Workshops or Meetings

(a) Paid leave to attend education workshops, training courses or professional meetings for a period of not less than six (6) hours shall be considered a full working day.

(b) For twelve (12) hour shift employees paid leave to attend educational workshops, training courses, or professional meetings for a period of not less than six (6) hours shall be considered a seven and one-half (7.5) hour work day. The remaining three and three-quarters (3.75) hours shall be worked on the same day as the educational workshop, training course, or professional meeting day unless it is mutually agreed otherwise.

(c) No employee shall suffer a loss of pay as a result of time spent in or travelling to and from education workshops, training courses or professional meetings.

46.05 Development and Training Fund

(a) **Within sixty (60) days of the signing of this agreement, the parties agree to establish a Joint Committee for the purpose of establishing a Development and Training Policy for the administration of the Development and Training Fund.**

(b) **The Employer agrees that the Union can appoint two (2) representatives to serve on this committee.**

(c) **In 2003-04, the Employers shall make a contribution of \$100,000 to a Development and Training Fund for the UPSE bargaining unit.**

The contribution for 2004-05 shall be \$125,000 and for 2005-06 shall be \$150,000. These annual contributions shall be in addition to the normal established training funds provided by each Employer for mandatory and other Employer initiated training.

ARTICLE 47 - ORIENTATION

47.01 Permanent and Temporary Employees

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

47.02 Casual Employees

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

Payment of orientation shall be processed when a casual employee completes **one** hundred and fifty (**150**) hours of paid employment at the worksite.

ARTICLE 48 - MEETINGS ON EMPLOYER PROPERTY

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

ARTICLE 49 - DRESSING ROOMS

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

ARTICLE 50 - EMERGENCY SITUATIONS

50.01 Employees covered by this agreement shall report to duty when an emergency has been declared by the Chief Executive Officer or delegate. Emergency shall mean any situation where the good and welfare of the patients/clients or the Regional Authority require such measures or where the community is threatened.

ARTICLE 51 - DISASTER PLAN EXERCISES

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

ARTICLE 52 - PREMIUM PAY

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

ARTICLE 53 - AGREEMENT AMENDMENTS

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

ARTICLE 54 - DISABLED EMPLOYEE ACCOMMODATION

54.01 Priority for Available Work

An employee who has suffered a disability and is unable to perform his/her duties shall be given priority to any available work for which the employee is qualified and which the employee is capable, at the wage rate for the position to which the employee is assigned.

54.02 Reasonable Effort to Accommodate

The Employer and the Union shall make every reasonable effort to accommodate a disabled employee. Such accommodation may include, but is not limited to, reduction in hours of work, change in work unit or worksite, provision of tools or equipment, retraining and assignment to a vacant position.

ARTICLE 55 - TERM OF AGREEMENT AND RETROACTIVITY

55.01 This agreement constitutes the entire agreement between the parties and shall be in effect for a term beginning April 1, **2003** to March 31, **2006** and shall be automatically renewed thereafter for successive periods of twelve (12) months. This agreement shall be in effect from year to year unless either party requests the negotiation of a new agreement by giving written notice to the other party not more than sixty (60) calendar days prior to the expiration date of this agreement or any renewal thereof.

55.02 All employees working on a permanent, temporary, or casual basis, prior to the signing of the Agreement whether working or not at the time of signing of the Agreement, shall be paid retroactive pay. Schedule A-1 (Rates of Pay) adjustments shall be paid retroactive to April 1, 2003 except where specified for certain market adjustments. Articles 14.03 and 15.27 shall be effective on April 1, 2003. Other articles shall come into effect on the signing date.

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

DATED at Charlottetown, Prince Edward Island, this _____ day of _____, 2003.

For the Health
Negotiation Committee

For the PEI Union of
Public Sector Employees

SCHEDULE B

DEFERRED SALARY PLAN

1. Description

(a) The Deferred Salary Plan shall afford employees the opportunity to take **up to** a one

(1) year leave of absence, and, through deferral of salary, finance the leave.

(b) An Employer and employee may enter into a variation of this plan by mutual consent provided the variation is permitted under the *Income Tax Act* of Canada.

2. Qualifications

Any permanent or probationary employee working fifty percent (50%) and over with an

Employer is eligible to participate in the Plan.

3. Application

(a) An employee must make written application to the Employer on or before January 31 of the year the salary deferral is to commence, requesting permission to participate in the Plan. An Employer may waive the deadline of January 31 under special circumstances.

(b) Written acceptance or denial of the employee's request, with explanation, will be forwarded to the employee by April 1 in the year the original request is made.

(c) Approval of individual requests to participate in the Plan shall rest solely with the Employer.

4. Salary Deferral

(a) In each year **or portion of a year** of participation in the Plan preceding **the** leave, an employee shall be paid a reduced percentage of regular salary. The remaining percentage shall be deferred and this accumulated amount plus interest earned shall be paid to the employee during **the** leave.

(b) The salary deferred shall be deposited in a deposit account in trust for each employee.

(c) **During** the leave the Employer shall pay to the employee the total of the deferred income plus all accrued interest in instalments conforming to the regular pay periods.

5. **Benefits**

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

6. **Withdrawal from the Plan**

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

7. **Deferral of Leave**

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

8. **Return from Leave**

(a) On return from leave, an employee shall return to his/her previous position.

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

9. **Effective Date**

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

SCHEDULE C

JOB SHARING

The conditions for job sharing are as follows:

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

or leaves the employ of the Employer.

- be
10. Prior to any employee entering into a job sharing arrangement, such employee shall fully apprised of the terms and conditions of this agreement by the Employer.

SCHEDULE D

LINE SHARING

The conditions for line sharing are as follows:

1. Line sharing will be used to allow full-time permanent employees the opportunity to temporarily reduce their hours of work for personal reasons.
2. Employees entering a line sharing arrangement shall be required to sign the Line Sharing Agreement. All approved Line Sharing Agreements shall be copied to the Union.
3. It is recognized that it is the Employer's right to approve employees for line sharing. The Union shall be advised in writing of any requests which have been denied.
4. Any of the parties to the agreement (Employer, Union or employees) may at any time give one (1) month's notice of a desire to terminate the arrangement. In the event that employees in a line sharing agreement change positions or terminate employment, this agreement shall be cancelled and the remaining employee shall revert to her original hours of work.
5. A single line sharing arrangement shall involve only two (2) employees both of whom must be in permanent positions in the same classification.
6. Line sharing shall be approved for periods of up to twenty-four months. Each line sharing agreement shall be reviewed and evaluated at the end of the approved period and may be extended provided that such extension does not prevent other **full-time** employees wishing to enter into a line sharing arrangement from doing so. However, no line sharing agreement shall extend beyond twenty-four (24) months without the mutual agreement of the Employer and the Union.
7. Full-time employees who enter into line sharing arrangements as an alternative to permanent part-time employment will be encouraged to apply for part-time positions as they become available.
8. It shall be the responsibility of an employee who wishes to reduce hours of work to secure a partner who wishes to increase hours of work and whose work schedule and

qualifications

are compatible. The partner must be from the same work unit, or must be familiar with the

work unit of the permanent full time employee. In the event that more than one (1) employee is willing to increase hours, selection of the partner shall be on the basis of seniority.

9. (a) A full-time permanent employee who reduces his/her hours shall be considered,

for purposes of group insurance benefits, to be temporarily occupying a part-time position and the levels of his/her group insurance coverage will not be reduced. Seniority, vacation leave, sick leave and statutory holiday leave entitlements will

be based on actual paid hours.

(b) If the full-time permanent employee has been contributing to the Civil Service

Superannuation Plan, he/she shall continue to be covered by that pension plan during

the period of reduced hours. The portion of the full-time permanent employee's

position which is not worked may be considered as deemed pensionable service under the Civil Service Superannuation Plan if the employee elects to purchase the deemed service.

(c) The part-time permanent employee shall not increase his/her hours beyond 90% of a

full-time position nor shall the full-time permanent employee reduce below 50% of a full-time position.

10. In the event that an application to line share does not conform to the conditions contained in

this schedule, such application shall not be approved without the agreement of the Union.

LINE SHARING AGREEMENT

EMPLOYEES' REQUEST

I, _____, a

Employee #1 Name

Classification

on _____ at

Work Unit

Work Site

have requested permission to temporarily reduce my hours of work from _____ hours biweekly to _____

hours biweekly for the period of _____ months commencing _____. During the period that my hours are reduced, I understand that I will be considered a permanent full-time employee temporarily filling a part-time position. I have read Schedule D and I have been briefed on the effects this request will have.

During the temporary period that I will work reduced hours, _____ will increase
Employee #2 Name
his/her hours from _____ hours biweekly to _____ hours biweekly.

Employee #1 Signature

Date

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

Employee #2 Signature

Date

PENSION OPTION

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

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

APPROVAL

I recommend this request for approval.

Unit Manager

Date

I approve this request.

Administrator

Date

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

SCHEDULE E

IMPLEMENTATION OF TWELVE HOUR SHIFTS

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

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

SCHEDULE F

HISTORICAL REFERENCES FROM THE TRANSITIONAL DOCUMENT

For assistance in the administration of the agreement, particularly Articles 28 and 29, the following articles from the Transitional Document between the parties regarding the transfer date of July 2, 1995 are reproduced for information purposes:

PROBATIONARY PERIOD

TD 10.01 Employees who are probationary employees on the transfer date will complete their probationary period in accordance with the provisions of their previous collective agreement or the *Civil Service Act and Regulations*, whichever is applicable.

TD 10.02 The following provisions shall apply to employees hired as probationary employees on or after the transfer date:

(a) An employee hired for a permanent position shall be a probationary employee and shall undergo a probationary period. The probationary period shall be a period of six hundred (600) hours worked from the date of hiring as a probationary employee.

(b) The probationary period may be extended by a maximum of one hundred and fifty (150) hours worked provided such extension is considered necessary as a result of a performance appraisal. A written notice of the extension and a copy of the appraisal must be given to the employee prior to the expiry of the initial probationary period.

SENIORITY

TD 11.01 **Transferred Permanent Employees**

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

11.01

(a)(i) shall be credited with an amount of seniority which is equivalent to their "seniority" earned under their respective collective agreements up to the date of transfer.

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

TD 11.02 Granting Seniority to Probationary Employees

(1) After the transfer date, an employee who successfully completes the probationary period shall be granted seniority. This seniority shall include:

- (a) the probationary period, and
- (b) any service as a temporary employee provided the service as a temporary employee has been on a continuous basis immediately prior to the start of the probationary period.

(2) For clarification purposes, the seniority granted under TD Article 11.02(1) shall include the following:

(a) if part of the probationary period or service as a temporary employee was in the former civil service bargaining unit, upon completion of the probationary period, the employee shall be credited with an amount of seniority which is equivalent to his/her continuous service in that bargaining unit up to the date of transfer,

(b) if part of the probationary period or service as a temporary employee was in the former General Hospitals bargaining units, upon completion of the probationary period, the employee shall be credited with an amount of seniority which is equivalent to his/her hours worked up to the transfer date, and

(c) if part of the probationary period and service as a temporary employee was in the former Addiction Agencies bargaining

probationary period, the employee shall be credited with an amount of seniority which is equivalent to his/her hours worked up to the transfer date.

(d) “service as a temporary employee” in TD Article 11.02(2)(a) includes service as a relief or temporary employee prior to the transfer date, and in TD Article 11.02(2)(c) includes service as a casual employee prior to the transfer date.

SCHEDULE G

RECIPROCAL TRANSFER AGREEMENT BETWEEN THE HEALTH AUTHORITIES, THE PROVINCE OF PEI AND THE UNION

The Government, Health Authorities and the Union wish to enhance the mobility of permanent employees from the Government to the Health Authorities and from the Health Authorities to Government.

The Government, Health Authorities and the Union wish to allow for the transfer of certain service and benefit entitlements when permanent employees move directly from the Government to a Health Authority and from a Health Authority to the Government.

The Government, Health Authorities and the Union recognize that certain portability provisions are already in existence by virtue of pension legislation, pension plan documents and the Public Sector Group Insurance Plan.

The Parties recognize the rights of other bargaining agents to represent their interests. This agreement does not apply to the membership of other bargaining units.

The parties agree as follows:

1. The new Employer shall recognize a permanent employee's sick leave earned with the former Employer up to the maximum amount of sick

leave provided for in the new Employer's terms and conditions of employment.

2. (a) It is recognized by all parties hereto that any earned vacation shall be paid out to the employee by the former Employer on termination of employment unless the employee requests that a maximum of one year's vacation entitlement be carried over to the new Employer. Such requested carryover shall be accepted by the new Employer as a liability.

employee's length of (b) The new Employer shall recognize a permanent continuous service or continuous employment with the former Employer for purposes of entitlement to vacation leave.

3. (a) The new Employer shall recognize a permanent continuous service with the former Employer for purposes of entitlement to severance pay or retiring pay.

employee's number of paid (b) The new Employer shall recognize a permanent retiring pay purposes hours with the former Employer for severance pay or and shall accept the same as a contingent liability.

4. A permanent employee's continuous service, continuous employment or seniority with the former Employer shall be recognized by the new Employer on the same basis of calculation that the new Employer uses for its employees. Health Authorities shall recognize service with the Government prior to July 2, 1995 on the same basis as outlined in the Transitional Document between the Union and the Health Authorities dated July 2, 1995.

5. The parties hereto agree that these provision shall apply to permanent employees of the Government who received permanent employment within one of the Health Authorities since July 2, 1995 and similarly for permanent employees of the Health Authorities who received permanent employment within the Government since

July 2, 1995.

MEMORANDUM OF AGREEMENT #1

PARKING FEES

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

For the Health
Negotiation Committee
Employees

For the PEI Union of
Public Sector

MEMORANDUM OF AGREEMENT #2

RED-CIRCLED EMPLOYEES

The Employer and the Union agree that a single lump sum payment shall be processed effective April 1, 2003, and April 1 of each subsequent year for eligible employees in accordance with the following:

(a) If on April 1 an employee's red-circled rate of pay exceeds the adjusted Step 6 rate of pay for the job, the employee will be paid a lump sum off-scale payment equivalent to one-half the rate of the economic adjustment pro-rated to hours worked in the previous fiscal year; or

(b) If on April 1 an employee moves up from the red-circled rate to the new Step 6 rate for the job and this rate of increase is less than one-half the rate of increase of the economic adjustment, the employee will be paid an additional, off-scale lump sum payment prorated to hours worked in the previous fiscal year which together with the increase to the new job rate is equal to one-half the economic adjustment; or

(c) If on April 1 an employee moves up from the red-circled rate to the new Step 6 rate for the job and this rate of increase equals or exceeds one-half the rate of the economic adjustment, no lump sum payment is payable.

(d) For greater certainty the term "hours worked" as outlined in (a) and (b) means all regular hours paid and includes paid leave. Regular hours paid does not include overtime, standby, callback or shift premiums.

(e) This lump sum payment shall be considered as salary for calculation of pensions.

For the Health
Negotiation Committee
Employees

For the P.E.I. Union of
Public Sector

MEMORANDUM OF AGREEMENT #3

EMERGENCY DUTY PILOT PROJECT

- 1. The Employers are implementing an Emergency Duty Pilot Project for a one year period commencing _____, 2003.**
- 2. In lieu of standby compensation, Child Protection Workers on emergency duty shall receive a weekly rate of \$550 during the pilot project.**
- 3. Except for Article 16.07, all other articles of the collective agreement apply.**
- 4. The Employer will conduct an analysis of the pilot project upon its completion. As part of the analysis, the Employer will consult with employees who have been doing emergency duty. In accessing the service delivery options, the Employer will consider the employees request to establish a separate emergency duty team for after hours coverage.**

For the Health
Negotiating Committee

For the P.E.I. Union of
Public Sector Employees

LETTER OF UNDERSTANDING #1

CLASSIFICATION REVIEW EXPLANATION SESSIONS

The Employers agree that the Public Service Commission will be requested to provide explanation sessions to employees on the job evaluation system, position description writing and the classification review and appeal process.

**For the Health
Negotiation Committee**

**For the PEI Union of
Public Sector Employees**

LETTER OF UNDERSTANDING # 2

APPLICATION OF ARTICLE 15.31 TO HILLSBOROUGH HOSPITAL

The shift premium pursuant to Article 15.31 shall be applied to those employees who work a twelve (12) hour shift scheduled from 10 a.m. to 10 p.m. at Hillsborough Hospital.

For the Health
Negotiating Committee

For the PEI Union of
Public Sector Employees

EXTENSION OF LONG TERM DISABILITY INSURANCE

The parties agree that within thirty (30) days following the signing date of this agreement, eligible employees who are not covered by the Long Term Disability (LTD) Insurance Plan will be given a one (1) time opportunity to join the LTD Plan under conditions offered by the LTD insurance carrier.

For the Health
Negotiating Committee

For the PEI Union of
Public Sector Employees

LETTER OF UNDERSTANDING #4

ADDICTION SERVICES EMPLOYEE TRANSFER

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

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

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

For the Health
Negotiation Committee

For the PEI Union of
Public Sector Employees

LETTER OF UNDERSTANDING #5

ADDITIONAL PERMANENT POSITIONS

The parties agree there may be a need to create additional permanent positions. The additional positions will be filled within sixty (60) days of the signing date of this agreement.

**For the Health
Negotiating Committee**

**For the PEI Union of
Public Sector Employees**

LETTER OF INTENT #1

REGARDING PROVISION OF PROGRAM CELL PHONES

The Employers agree to **finalize the review of** the policies and practices surrounding the provisions of cell phones with regard to the health and safety of employees and shall report their findings and recommendations to the Union **in the form of a cell phone policy** by **September 30, 2003**.

Any disputes regarding the eligibility for and issuing of cell phones shall be dealt with under the provisions of Articles 17.01 and 17.02.

**For the Health
Negotiation Committee**

**For the Union
Public Sector Employees**

LETTER OF INTENT #2

RE: EXTRA LIABILITY COVERAGE

Within one (1) year following the signing date of this agreement, the Employers will complete an analysis regarding automobile liability insurance costs for employees who input their vehicles into their Employer's business. The results of the analysis will be reported to the affected employees and the Union and if deemed necessary by the parties, negotiations will be held to deal with the outcome of the analysis.

The parties agree that risk management staff from the Risk Management and Insurance section of the Provincial Treasury of the Province of PEI shall be included in the process.

**For the Health
Negotiating Committee**

**For the Union of
Public Sector Employees**

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To: PLRC Members
From: Michele Dorsey
Date: October 1, 2003
Subject: UPSE Health Tentative Agreement Executive Summary

**UPSE
Tentative Agreement
Executive Summary**

Term: April 1, 2003 - March 31, 2006

Wages: April 1, 2003 3.25%
April 1, 2004 3%
April 1, 2005 2.75%

RN classification to receive 6% & 6%

Temporary Off scale adjustments

Pharmacists to receive 1.00 per hour on signing date and a further 1.00 on October 1, 2004.

Dental Hygienists to receive 1.00 per hour on signing date

Shift Differentials:

Signing Date	\$1.00/hr to \$1.75/hr
April 1, 2004	to \$2.00/hr
April 1, 2005	to \$2.25/hr

Weekend Premiums:

Signing Date from .50 to \$1.00/hr

Group home workers now eligible for shift and week end premiums.

Standby:

Signing Date \$1.50/hr to \$2.25/hr

Job Postings:*Permanent positions*

Positions will be posted to all five Employers. The applications will be processed in the following order:

- (i) Applications from permanent employees, of the Employer where the position exists, who have seniority shall be fully processed before other applications are considered.
- (ii) If the position is not filled by (i), then applications from permanent employees with seniority from the other four employers and casual and temporary employees from the Region with the vacancy shall be processed.
- (iii) If the position is not filled by the above process, the Employer shall then fully process applications from employees of the other Employers without seniority.

Role of Seniority

Language clarified to recognize seniority across Employer lines.

Vacations:

Six year threshold moves to five years.

Shift employees to submit request for summer vacation by March 1st. Vacation dates posted by May 15, vacation schedules posted by June 1st.

Vacation requests for March break must be submitted by December 15 with a reply by January 15.

Holidays:

Employees not in receipt of shift premiums shall be entitled to a half day of paid leave to be taken during the fiscal year.

Long service credit - one day paid leave on 25th anniversary and each five year anniversary after that.

Workers Compensation:

Employees entitled to use sick leave to cover off statutory waiting period.

18.02 amended to increase period from 180 days to 270 days. 18.03 increased from 270 days to 360 days.

Weekend Nursing Positions:

Employer may create positions for weekends only for nursing classification positions. The incumbent employees work 30 hours every weekend and are paid full time (37.5 hours).

Travel:

Daily travel rate increased from \$5.00 to \$6.00

Mileage rates to be updated as of signing date.

Low distance driver allowance clarified to state: employee must travel 80% of guaranteed work days in order to be eligible.

SUB Plan:

Supplementary benefits plan in place for maternity and parental leave. Top up available for first two weeks at 75% of salary. Top up to 75% available for remaining 15 weeks.

Education and Training Fund:

Fund established for this bargaining unit.

03/04 - \$100,000.

04/05 - \$125,000

05/06 - \$150,000

LTD:

One time opt-in to LTD plan with proof of eligibility

Emergency Duty:

One year pilot project with stand by compensation of \$550.00 per week

Retroactivity:

Retro paid for casuals and temps working prior to signing date. Retro paid on 14.03 and 15.27.

20.09 Long service credit, 32.03 permanent doing temps, and 34.12 definition of hours worked for severance and retiring allowance are all effective April 1, 2003.

For further information contact:

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