

COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF PRINCE EDWARD ISLAND

AND

THE WORKERS COMPENSATION BOARD OF PRINCE EDWARD ISLAND

AND

THE ISLAND REGULATORY AND APPEALS COMMISSION

AND

THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES

April 1, 2007 – March 31, 2010

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PREAMBLE - PURPOSE OF AGREEMENT

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.

The parties of this Agreement share a desire to improve the quality of the Civil Service of Prince Edward Island, 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 at all levels of the civil service.

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

For the purpose of this Agreement,

- 1.01 "Alternate workplace" means a location which is designated by the Employer as a temporary work location where the employee performs the duties of his/her position.
- 1.02 "Casual employee" means an employee in the unclassified division who is hired under the following conditions:
- (a) to perform seasonal work activities, or
 - (b) to fill shifts for more than one shift employee on a call-in basis.
- 1.03 "Classified division" means classified full-time and part-time positions and consists of permanent, probationary and provisional employees.
- 1.04 "Classified employee" means a probationary, provisional or permanent employee.
- 1.05 "Commission" means the Prince Edward Island Public Service Commission.
- 1.06 "Continuous service" means the most recent period of uninterrupted employment.
- (a) Continuous service shall only be deemed to be interrupted if any of the following occur:
 - (1) a layoff under the provisions of Article 36,
 - (2) a resignation,
 - (3) dismissal for just cause without reinstatement,
 - (4) rejection during a probationary period, or
 - (5) in the case of a casual or temporary employee, upon the completion of an assignment; however, in the event that a casual or temporary employee who has completed an assignment is recalled within twenty-eight (28) calendar days for a subsequent assignment, the employee shall be considered to have continuous service for both periods of employment.
 - (b) Continuous service includes periods of approved leave of absence with or without pay and in the case of classified part-time employees includes times when they are not required to work.
 - (c) Continuous service for casual and temporary employees **and PSC temporary** also includes any periods of leave of absence without pay, which they are entitled to be granted under the maternity, adoption and parental leave and compassionate care leave provisions of the *Employment Standards Act* and **educational training leave in the *Apprenticeship and Trades Qualification Act***

- (d) The calculation of continuous service during the recall period shall be as outlined in Article 36.06.
- 1.07 “Contract employee” means an employee engaged by means of a contract authorized by an Employing Authority for temporary employment for a fixed term. Contract employees shall not perform the jobs of employees covered by this Agreement.
- 1.08 “Day” means a working day unless otherwise stipulated in this Agreement.
- 1.09 “Deputy Head” means the Deputy Minister of a Department or the Chief Executive Officer of an Agency.
- 1.10 “Domicile” means the place where the employee maintains his/her residence.
- 1.11 “Employer” means Her Majesty in the right of the Province of Prince Edward Island and in relation to consultation and negotiation means the Treasury Board or such other body as the Lieutenant-Governor-in-Council may designate.
- 1.12 “Employing Authority” in relation to a department or agency means the department head or the deputy head or such other official as the department head may designate.
- 1.13 “Leave of absence” means absence from work with permission.
- 1.14 “Part-time” in relation to a permanent, probationary or provisional employee means an employee who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis. **Part-time employees shall be entitled to the benefits of the Collective Agreement on a prorated basis.**
- 1.15 “Party” means the Employer or the Union.
- 1.16 “Permanent employee” means an employee appointed by the Commission to a position in the classified division who has completed the probationary period.
- 1.17 “Primary workplace” or “Workplace” means that location which is designated by the Employer as the normal place of work for an employee where the employee performs the duties of his/her position.
- 1.18 “Probationary employee” means an employee appointed by the Commission to a position in the classified division who has not completed the probationary period.
- 1.19 “Promotion” means the appointment of an employee, as a result of competition or a classification review to a position having a higher maximum salary.
- 1.20 “Provisional employee” means an employee appointed by the Commission to a position in the classified division whose qualifications are incomplete for appointment as a probationary employee.
- 1.21 “Recall list” means a list of employees eligible for re-employment as outlined in Article 36. This list shall be maintained by the Commission and a copy shall be sent to the Union on a quarterly basis commencing January 1, 2002.
- 1.22 “Shift” means the regular consecutive working hours scheduled for a shift employee which may occur in any twenty-four (24) hour period. The twenty-four (24) hour period will normally commence with the night shift unless a particular workplace, on an on-going basis, designates that the twenty-four (24) hour period commences with the day shift.
- 1.23 “Shift employee” means an employee whose work schedule varies from day to day or week to week.
- 1.24 “Student employee” means a person employed in the period May to September who has been in full-time attendance as a student at an educational institution and affirms at the time of

appointment that he/she will return to full-time attendance at an educational institution in the same year. No layoff of employees in the unclassified division shall occur as a result of student employment.

- 1.25 "Temporary assignment" means the temporary transfer of an employee, for a specified period of time, from one position to another position with the Employer.
- 1.26 "Temporary employee" means an employee in the unclassified division engaged to perform specific duties for a specified time period because of:
- (a) a leave of absence of a classified employee through sickness, accident, vacation or other approved leave of absence,
 - (b) a vacancy in a classified position while an Employing Authority is determining whether or not a position is to be filled, or
 - (c) the initiation of a special project including an extra workload.
- 1.27 "Transfer" means to transfer an employee to a position for which the maximum rate of pay does not exceed the maximum rate of pay for the position from which the employee is transferred.
- 1.28 "Unclassified division" means positions which are not permanent and consists of casual, contract, temporary and student employees.
- 1.29 "Union" means the Prince Edward Island Union of Public Sector Employees.
- 1.30 "Weekend" means forty-eight (48) consecutive hours, including at least forty-six (46) hours on Saturday and Sunday.
- 1.31 Whenever the singular is used, the same shall be construed as meaning the plural and vice versa unless otherwise specifically stated.
- 1.32 Except as otherwise provided in this Agreement, expressions defined in the *Civil Service Act and Regulations* have the same meaning as therein defined.
- 1.33 Subtitles at the beginning of each sub-article shall form no part of the article but shall be construed as being used for convenience of reference only.

ARTICLE 2 – APPLICATION OF ARTICLES TO VARIOUS TYPES OF EMPLOYEES

2.01 Definition of Employee

The term "employees" as used in this Agreement means, unless otherwise specified:

- (a) temporary employees hired for four (4) months or more, and
- (b) permanent, probationary and provisional employees

but does not include any employee excluded from Union representation pursuant to the provisions of section 43(2) of the *Civil Service Act*.

2.02 Pay and Benefits for Temporary Employees Hired for Less than Four (4) Months and Casual Employees

Notwithstanding Article 2.01, the following provisions of this Agreement shall apply to temporary employees hired for a period of less than four (4) months continuous service and casual employees:

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

- (b) During the term of this Agreement, temporary employees hired for a period of less than four (4) months, and casual employees under Article 1.02(a) may elect to be paid an hourly rate which is eight percent (8%) greater than the step in the classification title for which the employee is employed plus be provided paid leave for any statutory holidays which fall within their period of employment. This eight percent (8%) calculation allows for pay in lieu of vacation and sick leave.
- (c) Such employees shall be granted a pay increment to the next step in the pay range on the completion of each nineteen hundred and fifty (1950) or two thousand and eighty (2080) hours paid, depending on their hours of work code and provided the maximum step has not been reached. For those employees who have had breaks in continuous service, the accumulation of hours for increment purposes begins on April 1, 2001.
- (d) Temporary employees who have been employed for less than four (4) months and have their position extended, or immediately move into another temporary position, shall be eligible to be considered as a temporary employee under Article 2.01(a).
- (e) Employees under Article 2.02 shall be subject to the following articles in the Collective Agreement:

Article 5	Employee Rights
Article 6	Union Recognition and Union Security
Article 7	Information
Article 9	Hours of Work
Article 10	Shift Work - Articles 10.01, 10.02, 10.03 and 10.10
Article 11	Rates of Pay
Article 13	Overtime
Article 20	Protective Clothing and Safety Equipment
Article 24	Transportation Conditions – Article 24.11(d) and Bereavement Leave - Article 24.12
Article 26	Grievance and Adjudication Procedures
Article 29	Safety and Health
Article 34	Travel Allowances
Article 36	Layoff Notice - Articles 36.07 - 36.10
Article 39	Temporary Assignments
- (f) Notwithstanding Article 2.02 (a) and (b), such employees who work on a statutory holiday shall be paid the holiday premium rate for scheduled hours worked on a holiday and double time for all hours worked in excess.
- (g) Such employees shall not accumulate any sick leave. However, they shall be entitled to use any sick leave accumulated prior to July 4, 1996, provided the employee does not have a break in service greater than one (1) year. This leave shall be granted for any illness which occurs during the period when the employee is scheduled to work provided the illness meets the conditions outlined in Articles 23.09 - 23.13.
- (h) Notwithstanding Article 2.02(a), (b) and (e), such employees are entitled to apply for leave without pay for personal illness. Such leave shall not interrupt continuous service.

2.03 Hiring and Duration of Employment for Temporary and Casual Employees

Subject to the provisions of Article 39,

- (a) An Employing Authority may employ a casual employee to perform seasonal work activities (Article 1.02(a)) or a temporary employee (Article 1.26), for a maximum period of one thousand forty (1040) hours in a fiscal year.
- (b) Casual employees as defined in Article 1.02(b) and all temporary employees hired for more than one thousand forty (1040) hours shall be hired through a competitive process approved by the Commission.

- (c) Temporary employees hired under Article 2.03(b) shall not be appointed for a period in excess of twenty-four (24) months unless mutually agreed by the Employer and the Union.

2.04 **Job Creation Projects**

The parties agree that the employment of individuals hired under the job creation projects initiated within government service shall not be subject to the Articles of this Collective Agreement but shall be subject to the terms and conditions as outlined in the Memorandum of Agreement between the Employer and the Union which forms Schedule C of this Collective Agreement.

ARTICLE 3 - SAVINGS CLAUSE

- 3.01 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.
- 3.02 In the event that the parties cannot reach mutual agreement, the matter in dispute under Article 3.01 shall be subject to conciliation and arbitration proceedings under the *Civil Service Act Regulations*.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 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.
- 4.02 These rights shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement.

ARTICLE 5 - EMPLOYEE RIGHTS

5.01 **No Discrimination**

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

5.02 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.

5.03 Harassment-Free Work 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.

5.04 Workplace Harassment Policy

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

5.05 Harassment Grievance

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 the final level in the grievance process. Grievances of this nature shall be treated in strict confidence by both the Union and the Employer.

ARTICLE 6 – UNION RECOGNITION AND UNION SECURITY

6.01 Authorized Representative

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

6.02 Bi-weekly 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.

6.03 Notification of Deduction

The Union shall inform the Employer in writing of the authorized dues for the implementation of Article 6.02. At least thirty (30) days notice of any changes in the authorized dues will be provided.

6.04 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 (1/3) of the authorized dues,
- (c) \$200 but less than \$520, two-thirds (2/3) of the authorized dues, and
- (d) \$520 or more, the full amount of the authorized dues.

6.05 Remittance of Dues

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

6.06 **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 7 - INFORMATION

7.01 **Copies of Collective Agreement**

As soon as reasonably possible after the signing of this Agreement, the Employer shall provide the Union with sufficient copies of the collective agreement for circulation to the membership. The distribution of the copies of the agreement shall be carried out by the Union. Sixty percent (60%) of the cost of printing these copies shall be borne by the Employer and forty percent (40%) shall be borne by the Union. The printing of the collective agreements shall be performed by members of this bargaining unit.

7.02 **Information for New Employees**

The Employing Authority or the Commission shall provide all employees in the classified and unclassified divisions, upon appointment, with written notification stating their type of employment.

7.03 **Union Dues on T-4 Slips**

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

7.04 **Pay Related Information**

Details as to overtime amounts, shift premiums, or other premium pays compensated for in any cheque shall be provided by the Employing Authority at the employee's request.

7.05 **Information for the Union**

- (a) The parties agree that in order for the Union to effectively represent employees, it is necessary that the Employer provide the Union with certain personal information of employees of the bargaining unit. The Union undertakes to keep this information confidential and to use it only for the purposes of negotiation and administration of the collective agreement.
- (b) The Employer shall provide the Union, upon the Union's written request, within thirty (30) calendar days of the signing of this memorandum and at the end of January each year or at such other intervals agreed upon by the Employer and the Union, with the following information in respect of those employees who are members of the bargaining unit:
 - (1) A listing of all classified employees showing their names, department/division /section, class level, working title, step, full-time equivalency, hourly pay rate, appointment type, hours of work code and overtime code;
 - (2) A listing of current casual employees with as much of the above info as possible plus their continuous service start date;
 - (3) A listing of current temporary employees with as much of the above info as possible plus their continuous service start date;
 - (4) A profile of age and service groupings for classified employees;
 - (5) A listing of red-circled employees showing current class and red-circled rate;
 - (6) Salary cost for UPSE bargaining unit – showing separate amounts for classified and unclassified divisions; and
 - (7) Employee name, home address and work address.

ARTICLE 8 - BULLETIN BOARDS

- 8.01 (a) The Employer agrees to provide space on the bulletin boards which may be used by the Union for the following:
- (1) notices of Union meetings,
 - (2) notices of Union elections and results,
 - (3) notices of Union recreational and social events,
 - (4) Union newsletters,
 - (5) other notices concerning Union affairs which are not political or controversial in nature, such notices prior to being posted shall be submitted to the Employer for its approval.
- (b) The Employing Authority through the Director responsible for human resources shall ensure that bulletin boards are provided for all permanently occupied workplaces within their department or agency.

ARTICLE 9 - HOURS OF WORK

9.01 Normal Hours of Work

- (a) The average hours of work per week which shall be performed by employees shall be as indicated by the letter code under the column headed Hours of Work Code in Schedule A-2. The code letters shall denote the following normal daily and average weekly hours of work:

<u>Letter Code</u>	<u>Daily Hours of Work</u>	<u>Average Weekly Hours of Work</u>
X	7½	37½
Y	8	40

- (b) The schedule of hours of work for shift employees shall be as outlined in Article 10.
- (c) In any case where the Employer requires a change in an employee's schedule to meet operational requirements, the Employer shall first engage in open discussion with an elected representative or employee of the Union and affected employees to resolve any issues arising from the schedule change.

9.02 Snow and Ice Control Activities

From November 15 to April 30, employees in the Department of Transportation and Public Works who are involved in operating equipment and other snow and ice control activities are considered to be on-duty status from 12:01 a.m. Monday to 12:00 midnight Friday (120 consecutive hours). Employees will be paid their regular weekly salary during the on-duty status period; however, all hours worked in excess of forty (40) and all hours worked between 12:01 a.m. Saturday to midnight Sunday shall be paid at the overtime rate. For the period November 15 to April 30, these employees must have the prior approval of the Employing Authority if they wish to leave the province. Such approval shall not be unreasonably denied. These employees are not eligible for any benefits under the Articles in this Agreement covering Standby, Callback and Shift Premium.

9.03 Rest Periods

Employees shall be entitled to two (2) ten (10) minute rest periods per full day of work or shift except that employees working twelve (12) hour shifts shall be entitled to two (2) fifteen (15) minute rest periods per shift.

9.04 **Summer Hours**

Summer hours shall be determined in consultation with the Union.

9.05 **Rescheduling and Overtime Compensation**

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

9.06 **Flexible Work Arrangements**

- (a) Notwithstanding Article 9.01, if a non-shift employee requests a flexible daily hours of work system, and where operational requirements permit, the Employing Authority shall endeavour 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 Employing Authority, an employee may complete the average 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 (37½) or forty (40) hours per week according to the hours of work code.
- (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 (½) hour and not more than one and one-half (1½) hours.
- (d) An employee wanting to establish a flexible hours schedule must submit a request to the Employing Authority and receive approval. Any such approval shall be for an initial trial period of three (3) months following which the arrangement shall be extended on an indefinite basis provided the Employing Authority and the employee are in mutual agreement. Extensions can be denied or terminated dependent upon operational requirements.
- (e) All requests and responses in this Article shall be in writing.

9.07 **Daylight Saving Time**

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

9.08 **Working During A Meal Break**

If an employee is required to work during a meal break, is required to be available for duty during a meal break, or is recalled to duty during a meal break, he/she shall be granted time off during that work period equal to the difference between the break time taken and the total break allowance. If the difference between the break time taken and the break time allowance cannot be granted during the work period, the time difference shall be compensated at the straight time rate if less than fifteen (15) minutes and at the overtime rate if fifteen (15) minutes or more.

9.09 **Minimum Employment Guarantee**

Classified part-time employees shall be provided with a written statement outlining the minimum employment guarantee for their position.

9.10 **Preference for Work in Excess of Guarantee**

Classified part-time employees who want to work in excess of their minimum employment guarantee shall be given preference over casual or temporary employees provided they have given their supervisor written notification specifying their availability.

9.11 **Exercising Minimum Employment Guarantee**

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

9.12 **Courses, Workshops and 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 workday. 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.

9.13 **Job Sharing**

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

ARTICLE 10 - SHIFT WORK

10.01 **Normal Hours of Work**

- (a) The normal daily and weekly hours of work for shift employees with letter code X shall be
 - (1) seven and one half (7½) hours per shift and thirty-seven and one half (37½) hours per week, excluding meal breaks, averaged over a two (2) or four (4) week period, or
 - (2) eleven and one-quarter (11¼) hours per shift and thirty seven and one half (37½) hours per week, excluding meal breaks, averaged over not more than a six (6) week period.
- (b) The normal daily hours for shift employees with letter code Y shall be eight (8) hours per shift, excluding meal breaks. The normal scheduled weekly hours of work shall be forty (40) hours averaged over two (2) pay periods.
- (c) Designated meal breaks shall be scheduled as close as possible to the middle of the shift.

10.02 **Shift Premiums**

- (a) A shift premium of **\$2.25** per hour shall be paid to a shift employee, who works in a work unit which provides twenty-four (24) hours continuous service, for all hours worked between 6:00 p.m. and 8:00 a.m. provided the majority of the employee's shift falls within this time period.
- (b) A premium of \$1.00 per hour shall be paid to a non-shift employee for all hours worked during a work period which extends beyond 12:00 a.m.
- (c) Employees working twelve (12) hour shifts shall receive shift premiums for all hours worked except those hours that normally constitute part of a 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 at the workplace.

10.03 **Payment of Shift Premiums**

Shift premiums shall be paid biweekly. Details as to dates of shifts compensated for in any pay period shall be provided by the Employing Authority at the employee's request.

10.04 **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.

10.05 **Posting Shift Schedules**

Shift schedules shall be posted in the appropriate work unit at least two (2) weeks in advance; however, shift schedules covering the Christmas-New Year's period shall be posted at least four (4) weeks in advance.

10.06 **Rotation on Shift Schedules**

(a) In order that equitable working conditions shall prevail, the Employing Authority shall, where administratively possible, divide equally among all those classified employees in each classification in each unit:

- (1) the rotation from one shift to another,
- (2) weekends off duty, and
- (3) consecutive days off.

(b) Employees will not be required to rotate to more than two (2) shifts in any given week.

(c) Where operational requirements permit, a reduction in rotating eight (8) hour shifts from days/evenings/nights to days/evenings, days/nights or evenings/nights shall be implemented.

10.07 **Maximum 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.

10.08 **Short Notice Change to Schedule**

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 or as a compensatory leave day, 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. The compensatory leave shall be rescheduled.

10.09 **Short Notice on Shift Reassignment**

If full-time 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 they shall be compensated at the overtime rate for the hours worked on the reassigned shift.

10.10 **Reporting Pay**

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.

10.11 **Weekends Off**

- (a) Shift employees shall receive at least every third weekend off and shall be scheduled to receive a minimum of twenty-two (22) weekends off per year and the schedule shall not be changed without mutual agreement of the employee and the Employing Authority. In order to implement the schedule, the Employing Authority may schedule split days off for shift employees.
- (b) Notwithstanding Article 10.11(a), shift employees who currently receive at least every second weekend off shall continue to do so. In order to continue this schedule the Employing Authority may schedule split days off for these employees.

10.12 **Employee Request to Work on Weekend Off**

Notwithstanding the provisions of Article 10.11, employees may work additional weekend shifts subject to the request of the employee and the approval of the Employing Authority. Such requests will be given in written form by the employee to their immediate supervisor prior to the posting of the shift schedule.

10.13 **Master Rotations**

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

10.14 **Preference for Days Off**

Where master rotations are not used, employees may state their 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.

10.15 **Exchanging Days Off or Shifts**

Shift employees may exchange their days off or particular shifts with the consent of their supervisor.

10.16 **Double Shifts**

Except in cases of emergency, an employee shall not be required to work a double shift without his/her consent.

10.17 **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.

10.18 **Split Shifts**

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

10.19 **Implementation of Twelve Hour Shifts**

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

ARTICLE 11 – RATES OF PAY

11.01 **Schedules A-1 and A-2**

For the term of this Agreement, the rates of pay for classifications shall be in accordance with Schedules A-1 and A-2 which form part of this Agreement.

11.02 **Provisional Employees**

Provisional employees shall be paid a pay rate that is ninety (90) percent or more of the minimum rate of pay indicated for the employee's classification.

11.03 **Casual and Temporary Employees**

- (a) Temporary and casual employees whose tasks match those of classified positions and who possess the necessary qualifications shall be paid the pay rates, including increments, for the equivalent classifications.
- (b) Rates of pay for casual or temporary employees whose tasks do not match those of classified positions shall be determined through negotiations between the parties. In the event that the parties cannot reach a negotiated settlement, the Employer may assign a temporary rate of pay to the position. The temporary rate shall remain in effect until the parties negotiate a new agreement, at which time any adjustments agreed upon by the parties will be retroactive to the date the temporary rate was assigned.

11.04 **New Classification Titles**

When a new classification title is to be established in Schedule A-2 or the duties of an existing classification title are changed, the parties to this Agreement shall negotiate the salary range to be assigned. In the event that the parties cannot reach a negotiated settlement, the Employer shall assign a rate of pay to the position and either party may refer the matter to arbitration. The rate of pay shall remain in effect until the parties negotiate a new agreement or an arbitrated settlement is reached.

11.05 **Designated Employees Transportation Conditions Allowance**

Employees covered by the provisions of Article 24.11(d) shall be paid an allowance in April of 1.25% of their hourly rate multiplied by all regular hours paid between April 1 and March 31 of the previous fiscal year in the designated position. To be eligible, employees must work in a designated position between November 1 of the previous year and March 31 of the calendar year in which the payment is made. This allowance does not apply to employees covered by Article 9.02.

11.06 **Tool Allowance**

- (a) Temporary and casual employees with more than six (6) months continuous service and classified employees shall be paid one (1) of the following tool allowances to cover the use of personal tools used in the performance of their duties with the Employer:
 - (1) **\$70** per year for employees whose tools are valued under \$500;
 - (2) **\$80** per year for employees whose tools are valued between \$500 and \$1,000;
 - (3) **\$170** per year for employees whose tools are valued over \$1,000 but less than \$5,000;
 - (4) **\$300** per year for employees whose tools are valued at \$5,000 but less than \$10,000; and
 - (5) **\$450** per year for employees whose tools are valued at \$10,000 or more.
- (b) In order to receive the tool allowance, employees shall be required to provide annually to the Employer a list of their personal tools used in the performance of their duties. Employees will not be required to pay the deductible portion of any approved insurance claim incurred for fire or theft while the tools are on the property of the Employing Authority.
- (c) The tool allowance shall be paid on the first pay period each fiscal year.

11.07 **Cash Handling Errors**

Cash handling errors will be treated as a performance matter and will not be subject to reimbursement by the employee.

11.08 **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.

11.09 **Apprentices**

- (a) The Employer agrees to continue being a participating employer under the apprenticeship program in accordance with Letter of Understanding # 8 Tradesworker Apprenticeship Principles.
- (b) The Employer, in consultation with the Department of Education Apprenticeship Branch, shall develop an apprentice job description for each year of the apprenticeship program. The Commission shall evaluate the classification and assign an appropriate pay rate pursuant to Article 11.04.
- (c) **Apprentices shall be compensated at a prorated on percentage basis as follows; first year – sixty percent (60%), second year – seventy percent (70%), third year – eighty percent (80%), fourth year – ninety percent (90%) of the applicable rates in Schedule A.**

ARTICLE 12 - INCREMENT INCREASES

12.01 **Increments in Same Pay Range**

The Employing Authority shall grant a pay increment to the next step in the same pay range provided the employee has completed one thousand nine hundred and fifty (1950) or two thousand and eighty (2080) hours of work or paid leave, depending upon the hours of work code and has not reached the maximum rate of pay for that pay range. The computation of hours shall not include overtime.

12.02 **Increments on Promotion**

Employees, on promotion, shall be required to complete one thousand nine hundred and fifty (1950) or two thousand and eighty (2080) hours of work or paid leave, depending on the hours of work code, in the new pay range before being eligible for an increment increase in accordance with this Article.

12.03 **Credited Hours for Maternity or Parental Leave**

An employee who takes maternity or parental leave in accordance with the Collective Agreement shall be given credit for increment purposes for the number of hours calculated on the same basis as if the employee had been at work. For employees who work on a part-time basis, such calculation will be based on the average weekly hours paid to the employee in the twenty (20) weeks prior to the commencement of the leave times the number of weeks of maternity or parental leave.

ARTICLE 13 – OVERTIME

13.01 **Requirement to Work Overtime**

The Employing Authority, for reasonable cause, may require any employee to work overtime to meet operational requirements or in cases of emergency.

13.02 **Authorization**

Overtime work shall be, wherever possible, authorized in advance by the Employing Authority.

13.03 **Advance Notice**

The Employing Authority shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

13.04 **Definition of Overtime**

All time worked in excess of the normal daily or weekly hours of work shall be considered overtime.

13.05 **Overtime Compensation for Single Asterisk Code**

- (a) Subject to Article 9.02, employees with a single asterisk in the column headed Overtime Code in Schedule A-2, 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 (7½) or eight (8) hours of contiguous overtime, depending on the hours of work code.
- (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 compensatory leave with pay. The duration of the compensatory leave shall be equal to the overtime hours worked multiplied by the applicable overtime rate. Compensatory leave shall be granted at times mutually agreeable to the Employing Authority and employee.

13.06 **Compensation for Back to Back Work Periods**

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

13.07 **Overtime Compensation for Double Asterisk Code**

Employees who have a double asterisk after their position title in Schedule A-2 shall be entitled to compensation for overtime worked at time and one-half off in lieu when overtime work is authorized in advance by the Employing Authority. Compensating time off shall be granted at times mutually agreeable to the Employing Authority and the employee. Should the Employing Authority be unable to arrange for the employee to take compensating time off prior to the expiry of twelve (12) months following the pay period in which the overtime occurred, then the employee shall be paid for the overtime in question at straight time.

13.08 **Overtime Meal Allowance**

- (a) Employees who are designated to work overtime by the Employing Authority and who work three (3) or more hours of overtime immediately before or following their normal scheduled hours of work, or are required to work nine (9) or more hours of overtime on a scheduled day of rest shall be provided with a meal allowance of **\$10.00**.
- (b) Reasonable time with pay, to be determined by the Employing Authority and not to exceed one (1) hour, shall be allowed in order that the employees may take a meal break.

13.09 **Preference for Overtime Work Opportunities**

In situations where employees in both the classified and unclassified divisions would be eligible for overtime compensation, overtime work shall be offered first to qualified classified employees in the same workplace who would normally perform the work.

13.10 **Overtime Travel Allowance**

- (a) Employees, who have a double asterisk after their position title in Schedule A-2 who are requested to work overtime on a day of rest or a compensatory leave day, are entitled to claim reimbursement for the use of their personal vehicle to travel to and from the overtime work at the rates specified in Article 34.
- (b) Employees, who have a single asterisk after their position title in Schedule A-2 who are requested to work on a day of rest or a compensatory leave day and work less than the normal daily hours of work, are entitled to claim reimbursement for the use of their personal vehicle to travel to and from the overtime work at the rates specified in Article 34.

ARTICLE 14 - COMPENSATION ON PROMOTION BY COMPETITION OR RECLASSIFICATION

14.01 **Normal Compensation**

Subject to Articles 14.02, 14.03, 14.04 and 14.05, the rate of compensation of an employee upon promotion to a position with a higher maximum salary shall be at that step which provides for an increase of not less than seven (7) percent, unless the maximum salary of the higher classification is less than seven (7) percent higher than the maximum salary of the lower classification, then the employee shall move to that step that provides at least the same percentage increase in salary as exists between the two (2) classes at the maximum rates.

14.02 **Higher Than Normal Compensation**

The rate of compensation of an employee upon promotion may be at a rate higher than prescribed in Article 14.01 if, in the opinion of the Employing Authority and the Commission, such higher rate is necessary to effect the promotion of a qualified employee.

14.03 **Less Than Minimum Qualifications**

The rate of compensation of an employee upon promotion may be at a rate lower than the minimum rate prescribed for the class if, in the opinion of the Employing Authority and the Commission, the employee to be appointed has qualifications less than the minimum requirements for the position.

14.04 **Minimum Qualifications**

The increase in compensation of an employee upon promotion may be lower than the increase prescribed in Article 14.01, but not less than the minimum salary for the higher classification if, in the opinion of the Employing Authority and the Commission, the employee to be promoted possesses the minimum requirements for the position.

14.05 **Increase Within \$100**

Any increase in compensation under this Article that is within \$100 per annum of the prescribed increase shall be deemed as meeting the requirements of this Article.

ARTICLE 15 – STANDBY

15.01 **Definition of Standby**

Standby is a condition of employment whereby employees are required and so designated by their Employing Authority to maintain themselves immediately available for extra services during a defined period outside of normal hours of work. Classified employees will be given priority when scheduling standby.

15.02 **Compensation for Standby**

When designated by the Employing Authority to standby, an employee shall receive standby pay of **\$16.00** for each period of eight (8) hours or less. If the standby period or a portion of it

occurs on a statutory holiday, the standby allowance paid shall be **\$23.00** for each period of eight (8) hours or less.

15.03 Available for Duty

An employee designated for standby shall be available during his/her period of standby at a known telephone number and shall report for duty as quickly as possible if required.

15.04 Not Reporting for Duty

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

ARTICLE 16 - CALLBACK

16.01 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 next regular scheduled work period, is called back to work for a period of non-contiguous overtime. Callback provisions shall not apply to part-time shift employees who are called back and paid for a full shift.

16.02 Callback Compensation

Employees who are called back to work and report to work will be paid at the applicable overtime or statutory holiday premium rate calculated on their regular scale for the hours worked or a minimum of three (3) hours' pay at straight time per call, whichever is greater. If an employee receives a second callback within two (2) hours of the beginning of the first call, then the employee shall be compensated for only one callback.

16.03 Telephone or Computer Response

An employee on emergency duty or standby who receives a callback assignment which can be completed by telephone or remote connection on computer shall be compensated in accordance with Article 16.02; however, if more than one assignment can be completed by telephone within a three (3) hour period, the employee shall be compensated for only one callback in that period.

16.04 Callback Transportation Allowance

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

- (a) when the employee travels by means of his/her own vehicle, the authorized travel allowances as outlined in Article 34, or
- (b) with the prior approval of the Employing Authority, out-of-pocket expenses for other means of commercial transportation as documented by receipt.

ARTICLE 17 - ACTING PAY

17.01 Entitlement to Acting Pay

When an employee is required by the Employing Authority to perform the primary functions of a position with a higher maximum salary for a period of five (5) consecutive working days **or more**, the employee shall be paid acting pay to be effective to the day he/she commenced the acting appointment. The rate of acting pay shall be the greater of:

- (a) the first step of the pay range for the higher position being filled, or
- (b) the step in the pay range for the higher position being filled which provides an increase of not less than seven percent (7%).

The employee shall be entitled to advance to the next step in the range when an increment is due.

17.02 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 an acting appointment in the interim.

17.03 Time Limit on Acting Appointment

No employee will receive acting pay for the same acting position for more than two (2) years except in circumstances approved by the Employer and the Union.

ARTICLE 18 – SEVERANCE PAY AND RETIRING PAY

18.01 Entitlement to Severance Pay

Subject to Article 18.05, an employee with more than five (5) years continuous service shall be entitled to severance pay where the employee

- (a) is terminated:
 - (1) because of layoff, or
 - (2) on reaching age sixty-five (65) or older and is not eligible for a pension under the *Civil Service Superannuation Act*, or
 - (3) because of disability under the terms of Articles 23.16(d) and 19.05, or
 - (4) because of death.
- (b) resigns because of involuntary reduction from full-time to part-time employment, provided such resignation occurs during the period commencing with the notice of involuntary reduction and ending fourteen (14) days following the effective date of the involuntary reduction.
- (c) resigns after having been provided with a written notice of layoff.

18.02 Entitlement to Retiring Pay

Retiring pay shall be granted on retirement to an employee who has at least ten (10) years continuous service and who has reached age fifty-five (55) or over and is eligible to receive a pension from the Civil Service Superannuation Fund.

18.03 Calculation of Severance Pay or Retiring Pay

- (a) The severance pay entitlement is an amount equal to two (2) week's pay for each year of service calculated as follows:

$$\frac{\text{Total Paid Hours During Service} \times \text{Hourly Rate} \times 75 \text{ or } 80 \text{ Hours}}{1950 \text{ or } 2080 \text{ Hours}}$$

to a maximum of thirty (30) weeks pay.

- (b) The retiring pay entitlement is an amount equal to one (1) week's pay for each year of service calculated as follows:

$$\frac{\text{Total Paid Hours During Service} \times \text{Hourly Rate} \times 37.5 \text{ or } 40 \text{ Hours}}{1950 \text{ or } 2080 \text{ Hours}}$$

to a maximum of 26 weeks pay.

- (c) Severance pay or retiring pay shall be calculated on the hourly rate in effect for the employee's classification title and step at the time of severance. The computation of total paid hours during service shall not include overtime hours.
- (d) An employee who has been granted maternity or parental leave under Article 24.03 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 (20) weeks prior to the commencement of the leave times the number of weeks of maternity or parental leave.

18.04 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.

18.05 No Pyramiding of Pay

Severance pay is not payable in addition to Retiring Pay.

18.06 Timing Receipt of Severance Pay or Retiring Pay

- (a) An employee eligible for severance pay or retiring pay may elect to immediately receive such pay or defer receipt until the beginning of the next calendar year, provided the next calendar year is within the same fiscal year that the amount is payable.
- (b) In the case of a layoff, severance pay is payable in accordance with Article 36.06(h) or (j).

ARTICLE 19 - INJURY ON DUTY

Leave Without Pay

- 19.01 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.
- 19.02 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.
- 19.03 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 19.02. 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 19.02.
- 19.04 **Options if Medically Unfit**

If as a result of the medical examination, the employee is found to be medically unfit to carry out the functions of the position he/she occupies, then:

- (a) the employee may be transferred to a position for which the Employer deems him/her qualified, where the duties are less onerous and within his/her physical capabilities or provided other accommodation measures in accordance with Article 40, or
- (b) if a transfer or other reasonable accommodation measure is not available, the employee shall be provided disability leave in accordance with Article 24.09(b).

19.05 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 40, then the employee may be laid off in accordance with Article 36.

19.06 Group Insurance and Pension Contributions

During the leave of absence provided under Article 19.02, the Employer shall pay the full cost of the employee's premiums for compulsory insurance outlined in Article 25.01 plus the employee's premiums for group health and dental insurance providing that the employee was enrolled in these plans prior to his/her injury on duty. The Employer shall also make the employee's pension contribution, if eligible during this leave of absence, on the same basis as if the employee had been at work.

19.07 Earnings in Excess of WCB Maximum Earnings Ceiling

Notwithstanding Article 19.01, 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 injury on duty leave 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.

19.08 Service Credited 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 same basis as if the employee had been at work.

19.09 Delayed or Rejected Compensation Claims

Pending the initial decision of 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.

19.10 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.

19.11 Injury in the Performance of Volunteer Work

- (a) An employee who volunteers for duty as a volunteer fire fighter or emergency measures organization volunteer and who is injured in the course of performing volunteer duties will be provided leave of absence under the provisions of Article 19.02 and 19.03.
- (b) During the leave of absence the employee will be provided with continuity of service for pension and group insurance purposes as well as sick leave, vacation leave, severance and retiring pay service credits. The Employer shall maintain the employee's

contributions to pension and group benefits for the term and to the extent provided for in Article 19.06.

19.12 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 20 - PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

20.01 Uniforms for Service Workers and Cooks

Where employees are required to wear uniforms, the Employing Authority shall provide and launder uniforms for Service Workers and Cooks. The Employing Authority will consult with employee representatives in each work unit with regard to the quality and style of uniforms prior to their purchase.

20.02 Protective Clothing and Footwear

The Employer agrees to the following provisions regarding protective clothing and footwear:

- (a) (1) **\$70** per year towards the cost of coveralls or shop coats to permanent employees of the Department of Transportation and Public Works in the following working titles:
- | | |
|------------------------------|--------------------------------|
| Automotive Electrician | Maintenance Supervisor I |
| Automotive Service Worker | Maintenance Tradesworker I-III |
| Blacksmith | Maintenance Worker I-III |
| Equipment Operators I-IV | Mechanic |
| Heavy Duty Mechanic I-III | Sign Technician I-III |
| Labourer I-II | Storekeeper I-II |
| Machinist I-II | Stores Supervisor |
| Maintenance Electrician I-II | Utility Worker |
| Maintenance Painter | Welder I-II |
| Maintenance Plumber I-II | |
- (2) **\$70** per year towards the cost of coveralls or shop coats to permanent employees of the Department of Provincial Treasury in the working titles of Audio Visual Technician I-II and Photographer **as well as employees in the working titles of Dental Hygienists and Dental Assistants within the Department of Social Services and Seniors.**
- (3) If coveralls become damaged while in the performance of the employee's duties and the coveralls no longer provide the required protection, the Employer shall replace the coveralls at no cost to the employee.
- (b) (1) An employee required to wear safety footwear shall be reimbursed by the Employer to a maximum of \$110 per **fiscal** 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.
- (2) Notwithstanding Article 20.02(b)(1), an employee may request to be reimbursed to a maximum of \$220 if the employee agrees to forego the right to request reimbursement the subsequent **fiscal** year.

- (3) The parties agree that temporary and casual employees with less than six (6) months continuous service shall be required, as a term and condition of employment, to provide their own safety footwear.
- (c) Snowmobile suits and rainwear shall be made available for temporary and casual employees with six (6) months or more continuous service and classified employees who are required to work outdoors in inclement weather.
- (d) (1) The Employer shall provide protective clothing for the use of employees in the working titles of Store Clerk, Senior Store Clerk, and Warehouse Worker of the Liquor Control Commission.
- (2) The Employer shall provide three (3) blouses or shirts for all employees in retail operations of the Liquor Control Commission.
- (e) An employee in the working title of Agricultural Field Worker I employed by the P.E.I. Museum and Heritage Foundation shall be provided \$60 per year towards the costs of protective clothing.
- (f) Notwithstanding the allowances outlined in Article 20.02(a), (b) and (e), the Employer may opt to provide protective clothing and footwear to the eligible employees.

20.03 Protective Equipment and Identifiable Uniforms

- (a) The Employing Authority shall provide employees with any protective equipment, which is deemed necessary under the *Occupational Health and Safety Act* at no cost to the employee, as long as the employee is not entitled to compensation for or provision of the item under Article 20.02.
- (b) Where the Employing Authority considers the use of protective equipment or the wearing of identifiable uniforms desirable for certain classifications or employees then such items shall be provided at no cost to the employee.

ARTICLE 21 – VACATIONS

21.01 Accumulation of Credits

Employees shall be entitled to vacation leave with pay during each fiscal year on the following basis:

- (a) Employees who have completed less than six (6) years continuous service shall earn vacation entitlement at the rate of seven and one-half (7½) hours for each one hundred and thirty (130) hours of work or paid leave for employees with letter code X and at the rate of eight (8) hours for each one hundred and thirty-eight point six (138.6) hours of work or paid leave for employees with letter code Y.
- (b) Employees who have completed six (6) years continuous service shall earn vacation entitlement at the rate of seven and one-half (7½) hours for each ninety-seven (97) hours of work or paid leave for employees with letter code X and at the rate of eight (8) hours for each one hundred and four (104) hours of work or paid leave for employees with letter code Y.
- (c) Employees who have completed **fifteen (15)** years continuous service shall earn vacation entitlement at the rate of seven and one-half (7½) hours for each seventy-eight (78) hours of work or paid leave for employees with letter code X and at the rate of eight (8) hours for each eighty-three point two (83.2) hours of work or paid leave for employees with letter code Y.
- (d) Employees who have completed twenty six (26) years continuous service shall earn vacation entitlement at the rate of seven and one-half (7½) hours for each sixty-five (65) hours of work or paid leave for employees with letter code X and at the rate of eight (8)

hours for each sixty-nine point three (69.3) hours of work or paid leave for employees with letter code Y.

- (e) "Continuous service" as used in this Article shall include service in the unclassified division if there is no break in service as defined in Article 1.06.
- (f) The computation of hours of work or paid leave shall not include overtime.

21.02 **Advanced Credits**

Employees shall be entitled to advanced vacation credits equal to the amount that would be earned to the end of the present fiscal year.

21.03 **Prior Approval**

All vacation leaves must be approved prior to the commencement of such leaves by the Employing Authority.

21.04 **Carryover**

- (a) In the event of employees not receiving their vacation during any fiscal year, their right to vacation will not carry over to the next fiscal year without the permission of the Employing Authority. However, if employees do not receive requested vacation during the fiscal year, that portion not granted shall automatically carry over to the next fiscal year. The maximum amount of vacation which can be carried over is one (1) year's entitlement.
- (b) Classified part-time employees who accept temporary assignments outside their guaranteed work period, within their own Employing Authority, shall be entitled to carryover any unused vacation leave from the temporary assignment period to their guaranteed employment period.

21.05 **Unused Vacation for Provisional and Probationary Employees**

At the end of the fiscal year, provisional and probationary employees will have any unused vacation entitlement carried over to the next fiscal year.

21.06 **Twelve Hour Shifts**

Employees who work twelve (12) hour shifts shall be charged eleven point twenty-five (11.25) hours vacation leave for each twelve hour shift taken.

21.07 **Termination of Employment**

- (a) An employee, upon separation from the Civil Service, shall compensate the Employer for vacation which was taken but not earned at the time.
- (b) An employee's estate will not be required to compensate for unearned vacation leave in case of separation due to death of the employee, or in the case of permanent employees, following involuntary separation due to layoff or permanent disability.

21.08 **Length of Vacation Period**

Employees shall not be required to use their total vacation entitlement at one particular time. Operational requirements permitting, employees may be authorized to use their total vacation entitlement at one particular time.

21.09 **Continuous Vacation**

Notwithstanding Article 21.08, upon request each employee shall receive a minimum of three (3) weeks continuous vacation, if at least such amount is advanced to the employee's credit, unless otherwise mutually agreed between the Employer and the employee.

21.10 Restoration or Transfer of Vacation Credits

- (a) An employee, who terminates employment with the Province of P.E.I. to take immediate employment with another public sector Employer in P.E.I. and is subsequently rehired from that other public sector Employer by the Province of P.E.I., shall have his/her previous service with the Province of P.E.I. counted for the purpose of calculating vacation entitlement. For the purpose of this Article, a public sector Employer in P.E.I. means all regional health authorities, school boards, crown corporations and agencies.
- (b) A person who terminates employment with a Prince Edward Island school board, college or university to take employment with the Department of Education in a professional position in the classified division shall have his/her previous service with the school board, college or university counted for the purpose of calculating vacation entitlement.

21.11 Working While on Vacation

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

21.12 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 22 – STATUTORY HOLIDAYS

22.01 Designated Statutory Holidays

(A) The following is the list of designated statutory holidays:

- (1) New Year's Day
- (2) Good Friday
- (3) Easter Sunday
- (4) Victoria Day
- (5) Canada Day
- (6) Labour Day
- (7) Thanksgiving Day
- (8) Remembrance Day
- (9) Christmas Eve Afternoon (4 hours)
- (10) Christmas Day
- (11) Boxing Day
- (12) One additional day in each year that, in the opinion of the Employer, in consultation with the Union, is recognized to be a civic holiday in the area; or, where in the opinion of the Employer, no such additional day is recognized as a civic holiday, the first Monday in August.
- (13) Any other day observed as a provincial or national holiday.

(B) **Where an employee observes religious holidays not included in Article 22.01, the Employer shall allow that employee to substitute his/her religious holidays for those days. If the employee is then required to work his/her holiday, he/she shall be compensated in the same manner as an employee required to work one of the holidays herein.**

22.02 Paid Leave for Full-time Employees

All full-time employees shall be entitled to a day's paid leave for the designated statutory holidays, except for Christmas Eve afternoon for which they are entitled to four (4) hours paid leave, 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.

22.03 Paid Leave for Part-time Employees Working Full-time for a Specific Period

Part-time employees whose services are required on a full-time basis for a specific intermittent period shall be entitled to paid leave in accordance with Article 22.02 for statutory holidays which fall during their annual work period.

22.04 Paid Leave for Part-time Employees Working on a Part-Day or Part-Week Basis

Part-time employees, other than those covered by Article 22.03, shall be entitled to leave with pay for statutory holidays on a pro-rated basis by considering the twenty-eight (28) calendar day period immediately prior to the holiday according to the following formula:

$$\frac{\text{Hours of Work or Paid Leave for Employees}}{\text{Hours of Work for Position Title}} = \text{portion of a day's leave entitlement}$$

(150 or 160 hours)

22.05 Holiday Falling on Paid Leave Day

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.

22.06 Holiday Coinciding with Day of Rest

When a day designated as a holiday coincides with an employee's day of rest, the Employing Authority 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 Employing Authority and the employee within three (3) months of the holiday.

22.07 Scheduled Work on a Holiday for a Full-time Employee

- (a) A full-time employee who is scheduled to work and works on a holiday other than Christmas Day shall, in addition to his/her regular pay, be paid at the holiday premium rate of time and one-half for his/her scheduled hours worked on the holiday and double time for all hours worked in excess.
- (b) A full-time employee who is scheduled to work and works on Christmas Day shall, in addition to his/her regular pay, be paid at the holiday premium rate of double time for all hours worked on Christmas Day.
- (c) For the purposes of Article 22.07(a) and (b), "regular pay" means seven and one-half (7½), eight (8) or eleven and one-quarter (11¼) hours depending on the length of the scheduled shift.

22.08 **Scheduled Work on a Holiday for a Part-time Employee**

- (a) A part-time employee who is scheduled to work and works on a holiday other than Christmas Day shall, in addition to the holiday pay as determined in Article 22.03 or 22.04, be paid at the holiday premium rate of time and one-half for his/her scheduled hours worked on the holiday and double time for all hours worked in excess.
- (b) A part-time employee who is scheduled to work and works on Christmas Day shall, in addition to the holiday pay as determined by Article 22.03 or 22.04, be paid the holiday premium rate of double time for all hours worked on Christmas Day.

22.09 **Compensatory Leave Option**

Notwithstanding Article 22.07, 22.08 and 22.11, an employee may request compensatory leave with pay. The duration of the compensatory leave shall be equal to the hours worked on the holiday multiplied by the applicable holiday premium rate. Compensatory leave shall be taken at a time mutually agreeable to the Employing Authority and the employee. Should the employee not arrange to take the compensatory leave prior to the expiry of the three (3) months following the pay period in which the holiday occurred, then the right to the time off shall be forfeited and the employee shall be paid for work on the holiday.

22.10 **Christmas – New Years Scheduling**

- (a) Operational requirements permitting, all employees shall be permitted to have a minimum of two (2) consecutive days off, one (1) of which shall be Christmas Day or the following New Year's Day.
- (b) All employees who work in a work unit which provides twenty-four (24) hours continuous service shall be permitted to have a minimum of five (5) consecutive days off, one (1) of which shall be Christmas Day or the following New Year's Day. The period of five (5) days shall not commence nor conclude on Christmas Day or New Year's Day.

22.11 **Unscheduled Work on a Holiday**

- (a) If, less than forty-eight (48) hours prior to a holiday, 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 hours worked at the holiday premium rate of two (2) times the hourly rate in addition to the paid leave provisions elsewhere in this Article.
- (b) If, forty-eight (48) hours or more prior to a holiday, 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 hours worked at the applicable holiday premium rate in addition to the paid leave provisions elsewhere in this Article.

22.12 **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 23 - SICK LEAVE

23.01 **General**

Sick leave is provided to enable employees to be absent during periods of illness without suffering financial loss of their regular salary. Sick leave may be granted under the following conditions to employees who through illness are unable to report for work as well as for medical and health examinations or treatments. Any employee found to be abusing sick leave may be subject to disciplinary action.

23.02 **Accumulation**

Employees shall accumulate sick leave credits at the rate of nine point three seven five (9.375) hours for each one hundred and sixty-two and one-half (162.5) hours of work or paid leave, up to a maximum accumulation of fifteen hundred and seventy-five (1575) hours or sixteen hundred and eighty (1680) hours, depending on the hours of work code.

23.03 **Employees with Maximum Accumulation**

Employees with maximum accumulation shall continue to earn credits at the regular accumulation rate which may be used for any illness occurring in a fiscal year, without affecting their maximum accumulation.

23.04 **Advancement**

Permanent, probationary and provisional employees may be provided with an advance of sick leave credits, up to a maximum of fifteen (15) days, to cover periods for which they do not have sick leave accumulation.

23.05 **Conditions for Advancement**

To qualify for an advancement of sick leave credits, the following conditions must be met:

- (a) the employee must be under a medical doctor's care, and
- (b) it must be shown that the employee has not misused previously earned sick leave credits.

23.06 **Restoration of Advancement**

Sick leave credits earned subsequent to an advancement of credits shall be applied against advanced credits; however, an employee may request a further advance before all previously advanced credits have been repaid.

23.07 **Termination of Employment**

Employees, whose employment is terminated for any reason other than death, layoff or permanent disability, and who have not repaid all advanced sick leave credits granted, shall reimburse the Employer in an amount equal to the benefits granted.

23.08 **Denial of Advancement**

The denial of advancement of sick leave credits to an employee is not subject to the grievance procedure.

23.09 **Sick Leave Administration**

- (a) 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.
- (b) Notwithstanding the provisions of Articles 23.09 and 23.14(a), if an employee does not wish to disclose the nature of his/her illness on the sick leave application form, the Employing Authority will accept a separate written statement as to the nature of the illness enclosed in a sealed envelope attached to the leave form. Such statements shall be treated as confidential and will be placed in the employee's personnel file until the end of the fiscal year following the fiscal year during which the statement was submitted.
- (c) The Employing Authority shall refer eligible employees to the Group Insurance Plan Administrator for information relating to long term disability prior to the end of the four (4) months of continuous total disability.

23.10 **Employee Certification**

The employee may certify an illness without a certificate from a qualified medical practitioner when:

- (a) the sick leave has not exceeded five (5) consecutive working days or shifts, and
- (b) in the current fiscal year, the employee has not already been granted ten (10) days or shifts sick leave on the employee's own certification.

23.11 **Medical Certificate**

The employee must submit a certificate from a qualified medical practitioner when:

- (a) the sick leave exceeds five (5) consecutive working days or shifts, or
- (b) in the current fiscal year, the employee has been granted ten (10) days or shifts sick leave on his/her own certification.

23.12 **Submission of Form**

A declaration or medical certificate must be submitted by the employee to the Employing Authority within ten (10) calendar days of the beginning of the absence. When an employee fails to furnish such a declaration or certificate within the required time, he/she shall not be paid for the period of absence unless there are extenuating circumstances to be decided by the Employing Authority.

23.13 **Required Medical Certificate**

- (a) Notwithstanding Article 23.10, a certificate from a qualified medical practitioner may be required by the Employing Authority for any illness, regardless of length if circumstances warrant such a requirement.
- (b) Subject to Article 23.11, the Employing Authority shall reimburse the employee for the cost of obtaining a medical certificate when it is required under this Article. If the Employing Authority requires the employee to travel out of province to obtain a medical certificate under this Article, reasonable travel costs shall be reimbursed by the Employing Authority.

23.14 **Sickness During Vacation**

- (a) A permanent employee who becomes ill while on vacation leave may substitute that period while ill with sick leave, if the employee produces a certificate from a qualified medical practitioner stating the period during which the employee was incapacitated and the nature of the illness.
- (b) Such substitution of sick leave for vacation leave shall be subject to the approval of the Employing Authority and must be submitted on return to duty.
- (c) When such substitution is approved by the Employing Authority, the employee shall have these days credited to his/her vacation leave accumulation.

23.15 **Addiction Treatment**

Where an employee's job performance is unsatisfactory and is considered by the Employing Authority to be due to the use of alcohol, drugs **or other addiction** and where the employee concerned voluntarily elects or is directed to undertake an approved **addiction** treatment and rehabilitation program, the employee may be granted sick leave with pay in accordance with this Agreement and the *Civil Service Act Regulations* respecting Alcoholism and Drug Abuse.

23.16 Disabled Employee Options

- (a) If, as a result of a medical examination, the employee is found to be physically or mentally disabled from performing the functions of the position he/she occupies, the employee may request an accommodation pursuant to Article 40.
- (b) If a reasonable accommodation of the disability 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; or
- (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 a leave of absence without pay in accordance with Article 24.09(b); 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 provisions of Article 36.

23.17 Medical Examinations

- (a) An employee may, on the recommendation of the Employing Authority be directed to undergo an examination by a medical practitioner appointed by the Employing Authority, and, if so directed, shall undergo such examination.
- (b) In the event that a diagnosis provided by the physician appointed by the Employing Authority
 - (1) confirms the diagnosis provided by the employee's physician, Article 23.16 applies, or
 - (2) conflicts with a diagnosis provided by the employee's physician, then the Employing Authority may direct the employee to undergo an examination by a third physician.
- (c) If the third physician confirms the diagnosis provided by the employee's physician, Article 23.16 applies.
- (d) In the event that the finding of a disability by the employee's physician is not supported by the third physician, the Employing Authority is not obliged to apply Article 40.
- (e) The cost of such examination shall be borne by the Employing Authority.
- (f) Leave of absence with pay shall be provided to cover the period of the examination.
- (g) If, as a result of such examination, the employee is referred for treatment, this must be undergone at his/her own expense and on accrued sick leave or leave of absence without pay.

23.18 Bridging of Sick Leave

If an employee who terminates employment or whose employment is terminated is rehired within twelve (12) consecutive months, the employee shall upon re-employment be credited with the amount of sick leave accumulated at the time of termination.

23.19 Transfer of Service

In the event that a teacher actively employed by a Regional School Board in the Province becomes a classified employee of the Department of Education, the teacher shall be entitled to receive credit for the accumulated sick leave which he/she had with the Regional School Board. The total credit shall not exceed the total accumulation specified under Article 23.02.

ARTICLE 24 - SPECIAL LEAVE

24.01 General

- (a) All special leave requests must be authorized by the Employing Authority. No special leave request shall be unreasonably denied or unreasonably requested.
- (b) Employees may be authorized to combine vacation leave, or days off in lieu of time worked, with special leave in cases where the entitlement of special leave does not meet the requirements of the situation.
- (c) Periods of special leave in excess of those allowed in this Article or for reasons other than those stated in this article may be authorized in exceptional circumstances by the Employing Authority.
- (d) A permanent employee, upon completing the period of leave authorized under this Article, shall return to the same position held prior to the commencement of the leave. Notwithstanding this provision, if the position the employee occupied prior to the leave of absence is abolished as a result of reorganization or restructuring, the employee shall not be subject to Article 36 until the completion of the leave of absence.
- (e) Where continued coverage is provided under group insurance plans, an employee who has been granted a leave of absence without pay under this Article shall continue to be eligible for cost sharing of all group insurance premiums. Where an employee elects to continue insurance coverage, the employee's portion of premiums shall be paid to the Plan Administrator. During the period Long Term Disability Insurance is payable, the Employer agrees to cost share the premiums for Medical and Dental Insurance. The cost sharing provisions shall not apply to employees who while on leave are employed with another Employer or self-employed.

24.02 Civil Defence Training

The Employing Authority may grant leave of absence of not more than one (1) week with pay to an employee who requests leave for the purpose of taking **Civil Defence** training **and** not more than **four (4)** weeks without pay for the purpose of taking **Reserve Military** training except in the time of national emergency.

24.03 Maternity/Parental Leave Benefits

- (a) The Employing Authority shall grant leave of absence without pay for a period of up to fifty-two (52) consecutive weeks to employees for reasons of birth or adoption of a child.
- (b) A male employee upon request shall be granted **two (2)** day's leave with pay on the occasion of the birth of his child. An employee shall be entitled to **two (2)** day's leave with pay on the adoption of a child or on the permanent placement of a foster child.
- (c) Supplements to Employment Insurance (EI) Maternity or Parental Benefits will be provided to employees as follows:
 - (1) An employee who provides the Employer with proof that she has applied for and is eligible to receive maternity benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and **eighty percent (80%)** of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which the employee would have been eligible if no other earnings had been received during the period.
 - (2) An employee, other than an employee who has received an allowance under Article 24.03(c)(1), who provides the Employer with proof that he/she has applied for and is eligible to receive parental benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks.

The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and **eighty percent (80%)** of his/her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefit to which the employee would have been eligible if no other earnings had been received during the period.

- (3) If both parents are employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.
- (4) An employee mentioned in subsection (1) or (2) who is subject to a waiting period of two (2) weeks before receiving EI benefits, shall receive an allowance equivalent to **eighty percent (80%)** of his/her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the waiting period.
- (5) 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.
- (6) 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.

24.04 **Complaints, Grievances and Appeals**

Leave of absence with pay may be granted by the Employing Authority 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, or
- (d) if an employee is processing a grievance, or is attending at a hearing of his/her grievance before an Adjudication Board or the hearing of his/her classification appeal.

24.05 **Negotiations**

Leave of absence with pay shall be granted to attend negotiating meetings on behalf of the Union as follows:

- (a) up to three (3) employees for the category concerned when pay negotiations are conducted on a category basis, and
- (b) up to seven (7) employees for Master Agreement negotiations or pay negotiations conducted in a manner other than in Article 24.05(a).

24.06 **Union Business**

- (a) Operational requirements permitting, leave of absence with pay shall be granted by the Employing Authority to officers and members of the Union:
 - (1) if an employee is approved by the Union to attend preparatory contract negotiation meetings, or
 - (2) 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.

- (b) 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.

24.07 Reimbursement by Union

The Union shall submit a list to the Employing Authority within ten (10) days indicating the name, date and hours for an employee granted leave under Article 24.06. Within thirty (30) days of being invoiced by the Employing Authority, the Union shall reimburse the Employing Authority one hundred (100) percent of the salary paid to the employee for the leave granted under Article 24.06.

24.08 Elections

Any employee eligible to vote in a Federal or Provincial election shall have such time off as is prescribed in the *Canada Elections Act* or the *Election Act* of Prince Edward Island.

24.09 (a) Personal Leave

An employee may be granted leave of absence without pay for a period of up to two (2) years.

(b) 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. 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. An employee granted leave of absence under this section shall not be granted additional leave under Article 24.09(a).

- (c) **Subject to 24.09(a) Personal Leave, all leave requests shall be responded to within a reasonable time frame not to exceed ten (10) weeks upon receipt of the request by the Employer.**

24.10 Court Appearances

- (a) The following shall apply in a situation where an employee, other than an employee on leave without pay, serves as a juror or is subpoenaed as a witness in a court action. The following shall not apply if the court action is in connection with the employee's or the 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:
 - (1) If the court duty coincides with an employee's scheduled work period, the employee shall be granted a leave of absence with pay for the time spent at court.
 - (2) If the court duty occurs at a time other than 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 24.10(a)(1) shall apply.
 - (3) Notwithstanding the provisions of Article 24.10(a)(1) and (2),
 - (i) 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, or
 - (ii) 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.

- (b) The Employing Authority may grant special leave without pay in cases where an employee's private affairs require a court appearance.
- (c) In the event an accused employee is detained pending a court appearance, he/she may be provided leave without pay.

24.11 **Transportation Conditions**

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways must be:
 - (1) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor, or
 - (2) charged to the employee's accumulated vacation, accumulated holiday time or accumulated overtime, or
 - (3) otherwise deemed to be leave without pay.
- (b) Notwithstanding Article 24.11(a), reasonable lateness beyond the beginning of an employee's starting time shall not be subject to the provisions of Article 24.11(a), where lateness is justified by the employee being able to establish to the satisfaction of the Employing Authority that every reasonable effort has been made by the employee to arrive at his/her work station at the scheduled time.
- (c) The provisions of Article 24.11(a) shall not apply in cases where the Employer ceases specific operations due to storm conditions. In these circumstances, employees will be considered to be on leave of absence with pay.
- (d) The parties acknowledge that certain designated workplaces must continue to function when specific government operations are closed due to storm conditions or because of the condition of public streets or highways. In recognition of this fact designated employees within designated classifications employed in designated workplaces shall be compensated in accordance with Article 11.05.

Designated employees in this Article shall be subject to the provisions of Article 24.11(a) and (b) above.

24.12 **Bereavement**

- (a) In the event of the death of an employee's parent (including a natural parent, guardian, foster parent, **step parent** or any other person standing in loco parentis), spouse, child, stepchild, **grandchild** or ward of the employee,
 - (1) a full-time classified employee, as well as a casual, temporary or part-time classified employee whose services are required on a full-time basis for a specific period of thirty (30) calendar days or more, upon request shall be granted leave with pay for four (4) days. Up to two (2) additional days may be authorized for traveling time; and
 - (2) casual, temporary or classified part-time employees other than those identified in Article 24.12(a)(1) upon request shall be granted leave with pay for three (3) days. Such leave shall be taken within the week following the death and only if the employee is scheduled to work.
- (b) In the event of the death of an employee's brother, sister, grandparent, great grandparent, mother-in-law, father-in-law, or of any relative permanently residing with the employee,
 - (1) a full-time classified employee, as well as a casual, temporary or part-time classified employee whose services are required on a full-time basis for a specific period of thirty (30) calendar days or more, upon request shall be

granted leave with pay for three (3) days. Up to two (2) additional days may be authorized for traveling time; and,

- (2) casual, temporary or classified part-time employees other than those identified in Article 24.12(b)(1), upon request shall be granted leave with pay not to exceed two (2) days. Such leave shall be taken within the week following the death and only if the employee is scheduled to work.
- (c) In the event of the death of an employee's son-in-law or daughter-in-law,
 - (1) a full-time classified employee, as well as a casual, temporary or part-time classified employee whose services are required on a full-time basis for a specific period of thirty (30) calendar days or more, upon request shall be granted leave with pay not to exceed three (3) days; and
 - (2) casual, temporary or classified part-time employees other than those identified in Article 24.12(c)(1), upon request shall be granted leave with pay not to exceed two (2) days. Such leave shall be taken within the week following the death and only if the employee is scheduled to work.
- (d) In the event of the death of an employee's aunt, uncle, nephew, niece, brother-in-law or sister-in-law, the employee upon request shall be granted leave with pay for one (1) day for the purpose of attending the funeral, or in the case of evening or night shift workers, for the purpose of resting prior to or after attending the funeral.
- (e) If an employee is on vacation leave at the time of bereavement, the employee shall be granted special leave and be credited the appropriate number of days to vacation leave.
- (f) One-half (½) day leave with pay to act as pallbearer, flower bearer or scripture reader at a funeral.
- (g) The expression "day" as used in Article 24.12 shall include twelve (12) hour shifts.

24.13 **Family Medical Needs**

- (a) Subject to Article 24.13(c), leave with pay shall be granted to employees under the following circumstances:
 - (1) up to five (5) days per fiscal year where no one other than the employee can provide for the medical needs of a member of his/her immediate family during illness;
 - (2) up to two (2) days per fiscal year to provide transportation for hospital, medical or dental treatment of a member of the employee's immediate family.
- (b)
 - (i) For the purpose of Article 24.13(a)(1) and (2), "immediate family" means the employee's parent, spouse, child, **stepchild or child in care of loco parentis**; or
 - (ii) a relative who permanently resides with the employee.
- (c) For leave in excess of one (1) work period, a medical certificate shall be provided upon request.

24.14 **Other Leave**

Leave with pay may be granted for the following:

- (a) operational requirements permitting, up to two (2) hours for donating blood, plasma, or other blood products at a blood donor's clinic, health laboratory or a plasma collection center, to a maximum of two (2) days per year.

- (b) (i) up to two (2) days per fiscal year in the case of a life-threatening illness of a member of the employee's immediate family. Where the illness occurs outside the province an extension of up to two (2) days leave shall be granted. For a leave in excess of one (1) work period, a medical certificate shall be provided upon request. For the purposes of this article, "immediate family" means the employee's parent, spouse, child, brother, sister, or
 - (ii) a relative who permanently resides with the employee.
- (c) up to one (1) day in a fiscal year for a critical condition which requires the employee's personal attention resulting from an emergency which cannot be served by others or attended to by the employee at a time when he/she is normally off duty.

(d) Driver's Medical Certificate

Any employee required to provide a Driver's Medical Certificate in order to obtain or retain a required driver's license under the provisions of the *Highway Traffic Act and Regulations* shall be reimbursed by his/her Employing Authority for the costs of having such certificate prepared by a physician. Leave of absence with pay shall be provided to cover the period of the examination.

24.15 Maximum Leave

The total amount of leave granted under Article 24.13 and 24.14 shall not exceed a total of eight (8) days per fiscal year.

24.16 Definition of Spouse

For the purposes of this Article, "spouse" includes a person living with an employee for at least twelve (12) months as a couple in a relationship of some permanence.

24.17 Deferred Salary Plan, Income Averaging Plan and Temporary Reduction in Hours of Work Plan

- (a) A Deferred Salary Plan exists whereby employees are offered the opportunity of taking a one (1) year leave of absence with part pay. The details of the Plan are contained in Schedule B which forms part of this Agreement.
- (b) The Union recognizes that the Employer may offer:
 - (1) an Income Averaging Plan whereby employees work for part of the year and take a paid leave of absence for the other part of the year that is funded by spreading the salary for the period worked over the entire year.
 - (2) a Temporary Reduction in Hours of Work Plan whereby employees may voluntarily reduce their hours for a temporary period of time and be paid only for the hours worked.

24.18 Volunteer Service Leave

It is recognized that employees who volunteer for duty as a volunteer fire fighter or emergency measures organization volunteer shall be permitted to be absent from work to provide volunteer service during normal working hours. Notwithstanding the previous sentence, operational requirements permitting, shift employees may be permitted to be absent from work to provide volunteer services during normal working hours.

ARTICLE 25 - GROUP INSURANCE

25.01 Life, AD & D and LTD Cost-Sharing

The Employer agrees to pay one-half (½) of the premiums for the compulsory Group Life and Accidental Death and Dismemberment and Long Term Disability Insurance Plan for probationary,

provisional and permanent employees as well as temporary employees with one (1) year of continuous service who are eligible to participate in the plans.

25.02 Health and Dental Cost-Sharing

The Employer agrees to pay one-half (½) of the premiums for the Group Health and Dental Insurance Plans for probationary, provisional and permanent employees, as well as temporary employees with more than six (6) months continuous service.

25.03 Joint Trustee Committee

The Public Sector Group Insurance Plan Trustees shall jointly administer all the group insurance plans for employees eligible to participate in the plans. The Union shall have one (1) representative on the Public Sector Group Insurance Plan Trustees.

ARTICLE 26 - GRIEVANCE AND ADJUDICATION PROCEDURES

26.01 Policy

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

26.02 Application

These procedures apply to all employees covered by this Agreement as defined in Articles 2.01 and 2.02 except that a probationary employee will not be permitted to file a grievance to adjudication against rejection during the initial probationary period which is served when entering the classified division.

26.03 Definitions

- (a) "Days" means calendar days;
- (b) "Designated Representative" means an officer appointed by the Deputy Head to deal with a grievance;
- (c) "Grievance" means a written complaint by an employee or group of employees
 - (1) arising out of a difference of opinion in respect of him/her or them, over the application, interpretation, administration or alleged violation of this Agreement, any provincial statute or regulation or approved policy or directive which affects his/her terms and conditions of employment; or
 - (2) appealing dismissal, demotion, suspension or other disciplinary action against him/her; or
 - (3) appealing a termination, demotion or suspension imposed for non-disciplinary reasons; or
 - (4) appealing a financial penalty.
- (d) "Steward" means a person selected by the employees of a local of the Union to act, on request of those employees, in respect to grievances.

26.04 Determination of Grievance

When a grievance arises, it shall be dealt with in the manner outlined in the following sections, except that a grievance may not be presented on a matter where an appeal procedure is already provided, including but not limited to the classification process.

26.05 Designated Representative

- (a) Each Deputy Head shall designate a representative at each of the levels of the grievance process with respect to the employees in his/her department.
- (b) The Deputy Head shall advise all employees and the Union of the name and title of the Designated Representative at each level in the grievance process.

26.06 Stewards

The Union shall provide each Deputy Head with a list of Stewards authorized to deal with grievances on behalf of employees, within the Deputy Head's jurisdiction.

26.07 Grievance Process

- (a) Each Deputy Head shall establish a grievance process which may consist of one (1), two (2) or three (3) levels.
- (b) An employee may process a grievance under the grievance and adjudication procedures only with the written approval of the Union.
- (c) A copy of the grievance and the response of the Designated Representative at each level shall be, at the same time, forwarded to the Union, and the Commission.

26.08 Grievance Process Level 1

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

26.09 Grievance Process Level 2

- (a) When an employee is not satisfied with an answer or settlement received from the Designated Representative at Level 1, he/she may resubmit the grievance directly to the Designated Representative at Level 2.
- (b) A submission at Level 2 must be made:
 - (1) within **fourteen (14)** days of receipt of the reply of the Designated Representative at Level 1, or
 - (2) if the Designated Representative at Level 1 fails to submit a written reply within the time limit specified, within **fourteen (14)** days after the expiry of that date.
- (c) The Designated Representative at Level 2 shall submit a written reply to the employee and such other persons as the Deputy Head may designate within **fourteen (14)** days of the submission of the grievance at Level 2.

26.10 **Grievance Process Level 3**

- (a) When an employee is not satisfied with an answer or settlement received from the Designated Representative at Level 2, he/she may resubmit the grievance directly to the Designated Representative at Level 3.
- (b) A submission at Level 3 must be made:
 - (1) within seven (7) days of receipt of the reply of the Designated Representative at Level 2, or
 - (2) if the Designated Representative at Level 2 fails to submit a written reply within the time limit specified, within seven (7) days after the expiry of that date.
- (c) The Designated Representative at Level 3 shall submit a written reply to the employee and such other persons as the Deputy Head may determine within seven (7) days of the submission of the grievance at Level 3.

26.11 **Decision Binding**

For the purpose of these procedures, the decision given at the level immediately below that of the Adjudication Board shall be final and binding upon the employee unless the grievance is of a type that may be referred to the Adjudication Board. If the grievance is of a type that may not be referred to the Adjudication Board, then the employee may request a full hearing at the final level of the grievance procedure.

26.12 **Withdrawal or Abandonment of Grievance**

- (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 rests.
- (b) If an employee does not submit a grievance to the next higher level within the time limits stipulated in the preceding sections, 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. This provision shall not apply in cases where circumstances beyond the control of the grievor prevented compliance with the time limits.

26.13 **Variance from Normal Grievance Procedure**

(a) **Mutual Consent**

A grievance may initially be presented beyond Level 1, or levels of the grievance procedure may be waived, with the approval of the Deputy Head and the Union.

(b) **Serious Discipline**

- (1) In cases of a difference arising out of a dismissal, demotion or suspension, the grievance shall be submitted at the final level of the grievance procedure within ten (10) days of receipt of written communication in which the employee was notified of the dismissal, demotion or suspension.
- (2) The provisions of Article 26.12(b) shall apply to any grievance submitted under (1) above.

(c) **Policy Grievance**

Where either party to this Agreement disputes the interpretation, application, administration, operation or any alleged violation of the Agreement, including any question as to whether or not any matter is arbitrable, the matter shall be discussed initially with the other party within fourteen (14) days of the occurrence. Where no

satisfactory agreement is reached, either party may submit the dispute to the Adjudication Board. Such submission shall be made within thirty (30) days of the meeting held to discuss the matter. If the submission is not made within this specified period and the time limit has not been extended by mutual consent the matter shall be deemed to be abandoned.

26.14 Communications

- (a) When it is necessary to use the postal service to process a grievance, all correspondence between the Designated Representative and the employee shall be by certified or registered mail.
- (b) When a grievance is delivered by hand it will be dated the date it was delivered as will be the reply.
- (c) In any case where the employee presents a grievance in person or in any case in which a hearing is held on a grievance at any level, the employee upon request shall be entitled to be accompanied by a Steward or other representative of the Union.

26.15 Procedure for Filing for Adjudication

- (a) Where an employee is not satisfied with the decision at the level immediately below that of the Adjudication Board, or if the Designated Representative at the final level fails to submit a written reply within the time limit specified, the employee may, within fourteen (14) days of being notified of the decision or action, or within fourteen (14) days of the date upon which the employee should have been notified, file the grievance with the Adjudication Board, provided that:
 - (1) it is a dispute between the employee and the Employer with respect to the application, interpretation or alleged violation of the *Civil Service Act*, the Regulations or the Agreement; or
 - (2) it is the appeal of a disciplinary award resulting in a dismissal, demotion, suspension or written reprimand; however, in any appeal to the Adjudication Board of a dismissal, the employee must have a minimum of six (6) months continuous service in the classified division; or
 - (3) it is a financial penalty.
- (b) An employee of the classified division, who is aggrieved by a decision of the Commission affecting him/her regarding an article of the Agreement or the Regulations over which the Commission has jurisdiction may appeal the decision to the **Director of Staffing of the Public Service Commission at Level 1; to the Chief Executive Officer of the Public Service Commission at Level 3 and to an Adjudication Board for final decision.** An employee who wishes to process such a grievance must submit it in writing within **fourteen (14)** days of receipt of the written decision of the Commission.

26.16 Composition of Adjudication Board

When an employee submits a grievance to the Adjudication Board, the submission shall be in writing addressed to the Chair of Treasury Board. Within ten (10) days thereafter, each of the parties involved shall name an adjudicator and notify the other party of the name and address of its appointee. The two (2) appointees shall, within ten (10) days, appoint a third person to act as Chairperson. If the party receiving the notice fails to appoint an adjudicator, or if the two (2) appointees fail to agree upon a Chairperson, the appointment shall be made by the Minister Responsible for the *Labour Act* upon the request of either party.

26.17 Who May Be An Adjudicator

No person shall be selected as a member of the Adjudication Board who:

- (a) is acting, or within a period of six (6) months preceding the date of his/her appointment has acted in the capacity of solicitor, legal advisor or counsel of either of the parties, or
- (b) has any pecuniary interest in the matters referred to the Adjudication Board.

26.18 Adjudication Board Procedure

The Adjudication Board shall determine its own procedure, but shall give full opportunity to all parties to the adjudication to present evidence and make representations to it. In its attempts at justice, the Adjudication Board shall, whenever possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. The Adjudication Board shall commence its proceedings as soon as possible after the Chairperson is appointed.

26.19 Decision of the Adjudication Board

The decision of the majority shall be the decision of the Adjudication Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Adjudication Board. Any member who does not agree with the decision of the Adjudication Board shall, at the request of either party to the adjudication, write a minority decision with the reason therefore within thirty (30) days of the request. The decision of the Adjudication Board shall be final, binding and enforceable on all parties to the grievance. The Adjudication Board shall have the power to dispose of any grievance by an arrangement which is deemed just and equitable, provided in no event shall the Adjudication Board have the power to change this Agreement or to alter, modify or amend any of its provisions. Should the parties to the adjudication disagree as to the meaning of the decision, either party may apply to the Chairperson to reconvene the Adjudication Board to clarify the decision, which it shall do within ten (10) days.

26.20 Expenses of the Adjudication Board

Each party to the adjudication shall pay:

- (a) the fees and expenses of the adjudicator it appoints, and
- (b) one-half (½) the fees and expenses of the Chairperson.

26.21 Single Adjudicator

Both parties to the adjudication may agree to the appointment of a single adjudicator. A single adjudicator shall have the same powers, duties and responsibilities as an Adjudication Board. The fees and expenses of a single adjudicator shall be equally cost-shared by both parties to the adjudication.

26.22 Extending of Time Limits

The time limits fixed in these procedures may be extended by mutual written consent.

ARTICLE 27 - DISCIPLINARY OR NON-DISCIPLINARY ACTION

Disciplinary Action

27.01 Just Cause Necessary

No employee shall be disciplined except for just cause.

27.02 Written Reasons for Discipline

When an employee is disciplined by suspension, demotion or dismissal, the Employing Authority shall provide the employee within three (3) working days of the date of discipline with written

reasons for such disciplinary action and a copy of such notice shall be sent to the Union and the Commission.

27.03 Access to Steward

- (a) If an employee is to be disciplined and a meeting is held with the employee to administer such discipline, the employee shall be entitled to have a Steward or Union staff representative present.
- (b) If an employee is requested to attend any investigative meeting which may result in discipline to him/herself, the employee may meet with a steward prior to such meeting.

27.04 Process to Enter Documents to File

No notice of disciplinary action or any other document concerning disciplinary action shall be placed on an employee's personnel file without the employee being given an opportunity to read its contents and upon request the employee shall be provided with an exact copy for his/her own records.

27.05 Removal of Disciplinary Notice

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.

27.06 Access to Personnel File

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

27.07 Reinstatement From Unjust Discipline

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 Commission or the Adjudication Board from increasing, decreasing or otherwise revising a disciplinary award made by an Employing Authority.

Non-Disciplinary Action

27.08 Not Arbitrary, Discriminatory, Unreasonable or in Bad Faith

No employee shall be suspended, demoted or terminated for non-disciplinary reasons in a manner that is arbitrary, discriminatory, unreasonable, or in bad faith.

27.09 Written Reasons and Access to a Steward

The parties agree that Articles 27.02-27.03 apply, with the necessary changes, to Article 27.08.

27.10 Withholding Increments

- (a) Notwithstanding Article 12.01, an increment increase which is otherwise payable shall be withheld where a review indicates an employee's performance has been unsatisfactory and the employee has been provided written notice prior to the completion of one thousand nine hundred and fifty (1950) or two thousand and eighty (2080) hours of work or paid leave depending on the hours of work code that, unless a return to satisfactory performance is achieved within a reasonable period of time non-disciplinary suspension, demotion or termination is likely.

- (b) Where an employee on notice pursuant to (a) improves performance to a satisfactory level for a minimum of three (3) consecutive months, the increment will then take effect.

ARTICLE 28 - TRANSFER

28.01 Definitions

For the purpose of this Article,

- (a) "transfer" means an Employer-initiated permanent change in an employee's workplace or domicile under the following conditions:
 - (1) as a result of a promotion arising out of the loss of the employee's former position during reorganization;
 - (2) as a result of an employee being required to change his/her domicile by the Employing Authority;
 - (3) as a result of an involuntary change in an employee's primary workplace by the Employing Authority; or
 - (4) as a result of the application of the layoff provisions of Article 36.
- (b) "employee" means a temporary or casual employee with more than three (3) years continuous service or a classified employee.

28.02 Notice to Employee

Employees who are to be transferred under the provision of Article 28.01(a)(2) or (3) shall be notified by letter as far in advance as possible but not less than three (3) months prior to the date of transfer or required change of residence. This notice may be waived by mutual consent.

28.03 Temporary Travel Allowances, Altered Work Hours and Relocation Expenses

- (a) An employee who is to be transferred shall be eligible for reimbursement of temporary travel allowances and altered work hours in accordance with Schedule F - Reimbursement of Expenses on Employer-Initiated Transfers.
- (b) Reimbursement of relocation expenses shall be in accordance with the Government Relocation Expenses Assistance Policy.

28.04 Consultation on Relocation Expenses Assistance Policy

The Government Relocation Expenses Assistance Policy that affects present employees shall be determined in consultation with the Union.

28.05 Transfers out of Bargaining Unit

- (a) When the Employer becomes aware that employees will be transferred out of the bargaining unit to another employer, the Employer agrees to consult with the Union three (3) months prior to the transfer.
- (b) If employees are to be transferred out of the bargaining unit, it shall be considered a layoff under Article 36 unless the employees opt to accept employment with the new employer under a transfer agreement.

28.06 Portability of Benefit Entitlements

When a permanent employee from the Department of Health takes a classified position within another government department under this collective agreement, the employee is recognized as maintaining their date of hire for the purpose of determining their length of

continuous service. It is further acknowledged that the employee's sick leave bank, vacation bank, service bank for retiring or severance pay are maintained.

28.07 Notice to Union

If an Employing Authority transfers an operation to a geographic location that is a distance of ten (10) kilometers or more from the location of the current operation, written notice shall be provided to the Union three (3) months in advance of the transfer.

ARTICLE 29 - SAFETY AND HEALTH

29.01 Employer Responsibility

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

29.02 Expedited Process

When an employee, a group of employees or the Union is not satisfied that the provisions of Article 29.01 are being complied with, then the following shall apply:

- (a) the matter will be referred in writing to the Employing Authority who shall immediately investigate the complaint;
- (b) failing a satisfactory remedy within ten (10) days following such investigation, the matter may be referred to the Designated Representative at the final level in the grievance procedure;
- (c) if the decision rendered in Article 29.02(b) is not satisfactory, the matter may be referred to adjudication for a decision which is final and binding on the parties.

29.03 Safety Committees

Safety committees shall be established in accordance with the Prince Edward Island *Occupational Health and Safety Act*, and its regulations, including any future amendments to the *Act* or its regulations. Other safety committees may be established where the parties jointly determine that there is a requirement for such a committee. These committees will meet to make recommendations on items such as unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury or illness.

29.04 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 Employing Authority. Upon receipt of the request, the Employing Authority will, where possible, reassign the employee to alternate duties or an alternate position within the Department. Where a departmental transfer or assignment to alternate duties is not possible, the request shall be forwarded to the Commission for possible inter-departmental transfer. If a transfer is not available, the employee may request a leave of absence without pay until she requests maternity leave.

29.05 Occupational Safety Policy and Program

The Employer and the Union acknowledge the establishment of the Occupational Safety Policy and Program. The Employer agrees not to amend the Occupational Safety Policy and Program without the prior approval of the Joint Employer/Union Safety Committee.

ARTICLE 30 - JOINT CONSULTATION

30.01 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 significant workplace changes and initiatives which affect or might reasonably affect the bargaining unit as a whole. For the purpose of this Article, the consultation shall be with the Union President or his/her delegated representative.

ARTICLE 31 - CORRESPONDENCE

31.01 Except where otherwise provided, official communication in the form of correspondence between the Employer and the Union shall be given as follows:

TO THE EMPLOYER: Chair of Treasury Board
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8

TO THE UNION: President
P.E.I. Union of Public Sector Employees
4 Enman Crescent
Charlottetown, P.E.I.
C1E 1E6

ARTICLE 32 - CONTINUANCE OF OPERATIONS

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

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

ARTICLE 33 - AGREEMENT REOPENER

33.01 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 (1) calendar month after receipt of such notice.

ARTICLE 34 - TRAVEL ALLOWANCES

34.01 Kilometer Allowances

Effective **July 1, 2008**, an employee who operates his/her own motor vehicle on the Employer's business is eligible to claim reimbursement as follows:

- (a) **47.1** cents per kilometer for the first eight thousand (8,000) kilometers in each fiscal year, **and**
- (b) **44.6** cents for all kilometers over eight thousand (8,000) up to sixteen thousand (16,000) kilometers in each fiscal year, and
- (c) **41.4** cents for all kilometers over sixteen thousand (16,000) kilometers in each fiscal year.

34.02 Adjustment to Kilometer Allowances

The allowances specified in Article 34.01 shall be adjusted by 0.3 cents per kilometer for each 1.8 cents change per litre in the price of regular non-leaded gasoline.

34.03 Short Trips

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 34.01, whichever is greater.

34.04 Use of Motorcycle

With the approval of the Employing Authority, an employee may claim one-half (½) of the transportation allowances for using a motorcycle on government business.

34.05 Monthly Allowance

- (a) The Employing Authority has the sole right to determine which employees are required, as a condition of employment, to provide a motor vehicle for the purposes of carrying out employment functions. Such determination is subject to review once every twelve (12) months. Where such requirements exist, these employees shall be eligible for a monthly allowance of **three hundred dollars (\$300)** plus one-half (½) of the transportation allowances in Article 34.01. These employees shall receive the monthly allowance for a twelve (12) month period.
- (b) The monthly allowance specified in Article 34.05(a) shall be prorated for:
 - (1) part-time employees who work a regular schedule; and
 - (2) an employee who is on special leave without pay for a period in excess of thirty (30) calendar days.
- (c) Employees eligible for the allowance shall have the vehicle available for use on all working days.

34.06 Travel to Alternate Workplaces from Domicile

- (a) When an employee is required to use his/her vehicle to travel directly to an alternate workplace, the employee shall be reimbursed for that portion of the travel which is greater than the travel to the primary workplace.
- (b) Notwithstanding Article 34.06(a), if employees are required to use their vehicle to travel to an alternate workplace, which is closer than their primary workplace, and experiences economic disadvantage resulting from the change, the Employing Authority shall reimburse the employee for travel in accordance with Article 34.01 upon submission of proof of the economic disadvantage.

34.07 Wear and Tear Allowance

Employees who are authorized to use their personal vehicle to transport work crews, clients, young offenders, or heavy equipment or who are required to drive their vehicle on off-road conditions shall be eligible for a service use allowance of **\$4.50** per day in addition to the allowances specified in this Article.

34.08 Vandalizing 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.

34.09 In-Province Meal Allowances

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

- (a) Breakfast at **\$8.00**, if the employee was away from his/her residence on government business on the preceding evening and was required to remain there overnight, or if the time of departure from his/her residence was earlier than 6:00 a.m.
- (b) Lunch at **\$10.00**, if the employee was away from his/her residence the previous night.
- (c) Dinner at **\$16.00**, if the time of departure from the workplace is later than 6:30 p.m.

34.10 Out-of –Province/Country Meal Allowances

- (a) An employee who is on government business outside the province shall be reimbursed for meals on the following basis:
 - (1) Breakfast at **\$10.00**
 - (2) Lunch at **\$15.00**
 - (3) Dinner at **\$25.00**
- (b) An employee who is on government business in the USA shall be reimbursed for meals as in Article 34.10(a) but the rate shall be paid in US funds.
- (c) The daily composite meal allowance may be exceeded only under exceptional circumstances which must be clearly specified on the expense claim form, with receipts attached.

34.11 Other Expenses and Criteria for Claims Submission

Reimbursement of other expenses and the criteria for claims submission and processing shall be outlined in the Province of P.E.I. Treasury Board Travel Directive.

ARTICLE 35 - TECHNOLOGICAL CHANGE

35.01 Definition

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

35.02 Advance Notice and Adverse Effects

The Employer agrees to provide as much advance notice as possible but in any case not 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 Priority for Placement to Vacant Positions

Employees who will lose their positions because of technological change have priority for placement by the Commission to available vacant positions for which they qualify.

35.04 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 offered to and accepted by the employee, the training will be provided at no cost to the employee.

ARTICLE 36 - LAYOFF AND RECALL

Classified Employees

36.01 Notification of Intended Layoff

- (a) A layoff may be necessitated by
 - (1) a shortage of work or funds, or
 - (2) the abolition of a position, or
 - (3) material changes in duties, or organization, or

- (4) the application of Articles 19.05 or 23.16(d) where an 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 40.
- (b) (1) Where a Deputy Head intends a layoff of an employee in the classified division, the Deputy Head shall notify the employee, the Union and the Commission in writing. Information on pension, retiring pay and severance pay entitlements, where applicable will be provided to the employee.
- (2) Upon request the employee may meet with a representative of the **Union, Commission** and his/her department to discuss available vacant positions, for which the employee is qualified and eligible **to be transferred**, as well as positions which may be available if displacement rights are exercised.

36.02 Employee Options

- (a) Within fourteen (14) calendar days of receiving the notification specified in Article 36.01, the employee shall notify the Deputy Head in writing of his/her intent to:
 - (1) accept a transfer,
 - (2) take early retirement if eligible,
 - (3) accept a layoff, or
 - (4) exercise displacement options within the same department or agency, in the same classification series, in the same or lower classification level.
- (b) Employees notified of intended layoff under Article 36.01 shall be given preference over new employees or employees who have not been affected by layoff, for appointment to vacant positions for which they qualify at the same or lower classification level. **In the event of three (3) or more employees expressing an interest in a position the provisions of Article 38 shall apply. If less than three (3) employees have an interest in the position the provisions of Article 38.02 shall apply.**
- (c) Where an employee has notified the Deputy Head of his/her intent to displace another employee, the following principles apply:
 - (1) employees shall be retained on the basis of qualifications, relative ability, knowledge and skills to perform the duties of the positions available;
 - (2) the Employing Authority shall consider the factors of qualifications, relative ability, knowledge and skills of employees in the affected classification series in determining which employees are to be retained. In the event that two or more employees are determined to be relatively equal the employee with the greatest length of continuous service will be retained.
- (d) An employee of the classified division, who is unable to displace another classified employee, may displace an employee of the unclassified division if he/she has the qualifications and ability to perform the duties of the unclassified employee. When the term of employment for the displaced unclassified employee expires, the classified employee can displace another unclassified employee.
- (e) An employee of the classified division who has been displaced under Article 36.02 has the options specified in Article 36.02(a), (b), (c) and (d).
- (f) An employee who fails to notify the Deputy Head in accordance with Article 36.02(a) shall be deemed to have accepted a layoff.
- (g) The Employer shall prepare and maintain an up-to-date listing of classified employees in order of their length of continuous service indicating their position title and department or

agency. Such list shall be updated each April 1st and a copy shall be provided to the Union.

36.03 Notice of Layoff

Where the Deputy Head is satisfied that the layoff is necessary under Article 36.01 and is in accordance with Article 36.02, the Deputy Head shall cause a written notice of layoff to be given to the employee and the Union at least one hundred and twenty (120) calendar days before the effective date thereof, excepting cases of employees laid off under Article 36.01(a)(4) who shall receive advance written notice of at least sixty (60) calendar days. During the notice period an employee who chooses the transfer option and who has received a notice of layoff shall continue to be given preference over new employees or employees who have not been affected by layoff, for appointment to vacant positions for which he/she is qualified at the same or lower classification level.

36.04 Protected Salary

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

36.05 Retention of Classified Employee Status

An employee who displaces an employee of the unclassified division continues to be an employee of the classified division.

36.06 Recall List

- (a) The name of an employee of the classified division who is laid off shall be placed on the appropriate recall list for eighteen (18) months from the effective date of the layoff.
- (b) The name of an employee of the classified division who accepts a position at a lower classification level shall be placed on the appropriate recall list for eighteen (18) months from the date the employee is placed in the lower classification level.
- (c) Notwithstanding the provisions of Article 36.06(a) and (b), the name of an employee who was laid off under the provisions of Article 36.01(a)(4) shall be placed on the appropriate recall list for a period of eighteen (18) months from the date the employee indicates that he/she is available for work providing that such indication is received by the Commission within two (2) years from the date of layoff.
- (d) Employees on a recall list shall be given preference over new employees or employees who have not been affected by layoff for appointment to vacant classified positions. Appointments from the recall list shall be made on the basis of qualifications, relative ability, knowledge and skills. Where two (2) or more employees are considered relatively equal, the employee with the greatest length of continuous service shall receive the first offer of appointment. No new employees shall be hired unless employees on the recall list have had the opportunity to be recalled. Recall shall not result in promotion.
- (e) Employees on a recall list shall be given the first option of filling jobs normally filled by unclassified division employees providing they have the qualifications and ability to perform the available work. If an employee accepts such unclassified work,
 - (1) the employee shall remain on the recall list;
 - (2) the period of unclassified employment shall be counted towards continuous service; and
 - (3) the employee will not be provided with a further notice of layoff on the completion of the period of unclassified employment.

- (f) An employee recalled shall be credited with the period of continuous service immediately prior to being placed on a recall list plus any additional continuous service under 36.06(e)(2).
- (g) An employee recalled shall be credited with sick leave accumulation and vacation leave entitlement as of the date of being placed on the recall list.
- (h) Severance pay shall be paid to eligible employees who have five (5) or more years of continuous service when their employment is terminated because of layoff as outlined in Article 18. Payment will be made following completion of the eighteen (18) month recall period, or at any time during the eighteen (18) month recall period providing the employee waives his/her right to recall.
- (i) Where continued coverage is provided under group insurance plans employees shall have the option to continue group insurance coverage while on the recall list. If employees continue coverage the Employer agrees to continue cost-sharing arrangements.
- (j)
 - (1) An employee on the recall list who is recalled and accepts a position in the classified or unclassified division will be paid at the rate of pay for the position occupied.
 - (2) An employee, with more than five (5) years continuous service, who is recalled in accordance with Article 36.06(j)(1) and who is subject to a subsequent layoff, shall be entitled to severance pay in accordance with the following:
 - (i) total paid hours of service up to the date the employee is placed on the recall list divided by 1950 or 2080 hours, depending on hours of work code, times the annual full-time regular salary for the employee at the time the employee is placed on the recall list divided by 52; plus
 - (ii) total paid hours of service from the date of recall to the date of severance divided by 1950 or 2080 hours, depending on hours of work code, times the annual full-time regular salary for the employee at the time of severance divided by 52.

The computation of total paid hours during service shall not include overtime.

Unclassified Division Employees

36.07 Less than Three Months Layoff Provisions

The Deputy Head may lay off an employee of the unclassified division who has less than three (3) months of continuous service and that layoff may be made effective immediately.

36.08 Three to Six Months Layoff Provisions

The Deputy Head may lay off an employee of the unclassified division who has more than three (3) months but less than six (6) months continuous service by giving a minimum of seven (7) calendar days written notice.

36.09 Six to Twelve Months Layoff Provisions

The Deputy Head may lay off an employee of the unclassified division who has more than six (6) months continuous service but less than twelve (12) months continuous service by giving a minimum of fourteen (14) calendar days written notice.

36.10 **More Than Twelve Months Layoff Provisions**

The Deputy Head may lay off an employee of the unclassified division who has more than twelve (12) months continuous service by giving **written** notice which is the greater of:

- (a) thirty (30) calendar days; or
- (b) one (1) calendar day for each month of continuous service up to a maximum of sixty (60) calendar days.

ARTICLE 37 – TERM OF AGREEMENT

37.01 This Agreement shall be effective for the period April 1, **2007** to March 31, **2010** and shall remain in effect thereafter until a new agreement is signed.

37.02 Unless stated otherwise all benefits, excluding wages, shall become effective from the first full pay period following the signing of the collective agreement. Wages shall be in accordance with Schedule A-1.

37.03 Employees who terminated employment with the Employer between April 1, **2007** and the date of signing of this Agreement shall be entitled to receive full retroactivity on wages for the period the employee was employed.

37.04 Employees shall receive all retroactive pay adjustments within sixty (60) calendar days of the signing date of the agreement.

ARTICLE 38 - STAFFING OF CLASSIFIED POSITIONS

38.01 **In-Service Postings of Vacant and New Positions**

- (a) When the Employer determines that a vacancy in a classified position is to be filled or a new classified position is created, the position shall be posted as an in-service competition for a period of not less than seven (7) calendar days.
- (b) During the time the Employer is determining whether or not a position is to be filled, the position shall not be filled for a period in excess of three (3) months.
- (c) An applicant for an in-service competition must be
 - (1) an employee in the classified division, including excluded classified employees;
 - (2) a temporary or casual employee appointed by the Commission through a competitive process approved by it and who has at least one (1) year of continuous service after that appointment;
 - (3) a temporary or casual employee who was appointed by the Commission through a diversity and equity program and who has completed at least one (1) year of continuous service after that appointment; or
 - (4) a person who was an employee of the classified division at the time of accepting a position with the Prince Edward Island Regulatory and Appeals Commission or the Prince Edward Island Business Development Incorporated.

38.02 **Selection Criteria for In-Service Postings**

In selecting applicants for in-service competitions, the Employer shall select the employee who has the qualifications, relative ability, knowledge and skills. Where it is determined upon considering these factors that two or more employees are relatively equal, the employee with the greatest length of continuous service in the classified division shall be selected.

38.03 **Open Competitions**

If the position is not filled through the in-service competition method, the Employer may fill the position by **utilizing the Diversity program or by** holding an open competition. **For open competitions, preference will be given to applications from members of UPSE Health.**

38.04 **Posting Names of Successful Applicants**

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

- (a) on the bulletin boards of the Employing Authority with the vacancy or new position, and
- (b) on the www.gov.pe.ca/jobs website.

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

38.05 **Post-Board Interviews**

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

38.06 **Initial Probationary Period**

- (a) Each employee upon entering the classified division, except provisional employees, shall undergo a probationary period.
- (b)
 - (i) The probationary period shall be for a period of one thousand (1,000) hours worked in the position from the commencement of employment as a probationary employee.
 - (ii) The Employing Authority may extend the probationary period an additional one thousand (1000) hours worked in the position.
- (c) Upon successful completion of the probationary period, the Commission shall grant the employee an appointment as a permanent employee.
- (d) At any time during the probationary period, an Employing Authority may reject a probationary employee and give reasons therefore and unless the Commission appoints the employee to another position, he/she ceases to be an employee.
- (e) Notwithstanding Article 38.06(a) and (b), a probationary employee, who has worked more than one thousand (1000) hours of continuous service as a casual division employee in the same position classification and workplace as the permanent position obtained, shall be required to complete a probationary period of five hundred (500) hours.

38.07 **Trial Period**

- (a) A permanent employee who is promoted, transferred or recalled to a classified position shall be placed on a trial period in the new position for a period of five hundred (500) hours worked from the commencement of employment in the new position. **The Employer may extend the trial period for a further five hundred (500) hours.**
- (b) If a promoted or transferred employee fails to meet the requirements of the position or is required to vacate the position as a result of the grievance process, the employee shall revert to his/her former position or to a position equivalent to his/her former position if the former position is no longer available and shall be paid at that rate at which he/she would have been paid had the employee not been promoted or transferred.

ARTICLE 39 - TEMPORARY ASSIGNMENTS

39.01 Posting Requirements for Temporary Assignment Opportunities

- (a) Where a temporary assignment opportunity exists because of
- (1) a leave of absence for three (3) months or more,
 - (2) a vacancy in a position for a period greater than two (2) months but not exceeding three (3) months in accordance with Article 38.01, or
 - (3) the initiation of a special project for three (3) months or more,
- the Employing Authority shall post the temporary assignment within the Department, Agency or in service for a period of seven (7) calendar days. The posting shall indicate that applications are restricted to classified employees and casual and temporary employees with a minimum of one (1) year of continuous service following an appointment through competition by the Commission. A copy of each posting shall be forwarded to the Union at the time of posting.
- (b) In filling the temporary assignment, the applications shall be processed in the following order:
- (1) applications from employees within the Department or Agency shall be fully processed;
 - (2) if the temporary assignment is not filled by the process outlined in section (1), the Employing Authority may then consider applications from employees in other Departments or Agencies.

39.02 Selection Criteria for Temporary Assignments

- (a) In filling the temporary assignment, the Employing Authority shall select the employee who has the qualifications, relative ability, knowledge and skills to perform the temporary assignment. Where it is determined upon considering these factors that two or more employees are relatively equal, the employee with the greatest continuous service shall be selected.
- (b) Where a temporary assignment results in consequential vacancies, the second consequential vacancy may be filled by posting in accordance with Article 39.01 or filled from a list of employees eligible for temporary assignments who have indicated an interest in temporary assignments, in writing, to the director responsible for human resources within their Employing Authority.

39.03 Pay

The rate of pay for an employee filling a temporary assignment shall be as outlined in Article 17.

39.04 Requirement to Complete Assignment

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

39.05 Two Year Maximum

A temporary assignment under Article 39.01 shall not be for a period in excess of two (2) years except in circumstances approved by the Employer and the Union.

ARTICLE 40 – DUTY TO ACCOMMODATE

Duties of the Parties

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

Accommodation Process

- 40.04 (a) In exploring accommodation options, the parties shall first determine whether reasonable modifications of duties, methods or the work environment will enable the disabled employee to perform the essential functions of his or her current position.
- (b) Where no reasonable modifications are available, the disabled employee may request or be transferred to a position within the same department for which he/she is qualified, where the duties are within his/her capabilities.
- (c) Where a suitable transfer is not available within the same department, the employee may request or be transferred to a position in another department for which the Commission deems him/her qualified, where the duties are within his/her capabilities.
- (d) If an employee who has been injured at work is accommodated by assignment to a position which has a lower classification and pay level, the employee shall continue to be classified and paid at the classification and pay level for the position that the employee held immediately prior to the injury in a present incumbent only status for a period of twelve (12) months after the return to work, and the assignment to an accommodated position.
- (e) If the accommodated employee, other than an employee covered by section (d) of this article, transfers to a position at a lower pay level, the employee shall continue to be paid at the pay rate for the position the employee held immediately prior to the disability until such time as the rate of pay for the lower paid position equals or exceeds the pre-disability rate.
- (f) For the purpose of sections (b) and (c) of this Article, employees to be accommodated shall be given preference over new employees and over employees who have not been affected by disability, layoff or technological change.

40.05 Training

If as the result of accommodation, the Employer requires an employee to undertake additional training or where additional training may be required for a position offered to and accepted by the employee, the training will be provided at no cost to the employee.

ARTICLE 41 - CLASSIFICATION SPECIFICATIONS AND JOB EVALUATION SYSTEM

41.01 Class Specs for Existing Classes

- (a) The Commission agrees to prepare a draft classification specification for each of the classification titles listed in Schedule A-2 within ninety (90) days from the date of signing this Agreement.
- (b) Within thirty (30) days of receipt of the draft classification specifications, the Union shall advise the Commission in writing of any objections to the draft specifications. The Union

and Commission shall meet within fourteen (14) days of receipt of the Union's response to consult on the outstanding issues.

- (c) The Island Regulatory and Appeals Commission agrees to have the Commission prepare draft class specs for each of the classification titles listed in Schedule A-2 which are applicable to their employees within one hundred and twenty (120) days of the signing date of this agreement.
- (d) The Workers Compensation Board agrees to prepare draft class specs or benchmark descriptions for each of the classification titles listed in Schedule A-2 which are applicable to their employees within twelve (12) months of the signing date of this agreement.
- (e) The provisions of section (b) of this Article shall be applicable to the draft specifications prepared in accordance with sections (c) and (d).

41.02 New or Revised Classifications

- (a) The parties agree that when a new classification title is added to Schedule A-2 or when the classification specifications for an existing classification are changed, the Commission shall provide the Union with a draft classification specification.
- (b) Within seven (7) days of receipt of the draft new or revised classification, the Union shall advise the Commission in writing of any objections to the draft specifications. The Union and Commission shall meet within seven (7) days of receipt of the Union's response to consult on the outstanding issues.

41.03 Explanation Sessions

The Commission and the Employing Authority will initiate explanation sessions on the Job Evaluation System.

ARTICLE 42 - STAFF TRAINING AND DEVELOPMENT

42.01 Importance of Training and Development

- (a) The Employer recognizes the benefits of encouraging education and shall grant leaves of absence for such purposes as recommended and approved by designated Employing Authority representatives.
- (b) An employee may at any time apply for professional development under this Article setting out the nature of the proposed program of studies along with such other information as may be requested.

42.02 Training and Development Fund

- (a) Employee requests for funding shall be directed to a Joint Development and Training Fund Selection Committee which shall consist of one (1) member and one (1) alternate member appointed by the Union, one (1) member and one (1) alternate member appointed by the Employer and a mutually agreeable Chair and Alternate Chair.
- (b) Notwithstanding individual departmental funding of training, the Employer shall make an annual contribution of \$250,000 to the Training and Development Fund.
- (c) For the purposes of Article 42.02, the term "Employer" does not refer to either the Island Regulatory and Appeals Commission or the Workers Compensation Board.
- (d) Notwithstanding Article 42.02(a) – (c), the Island Regulatory and Appeals Commission and the Workers Compensation Board each agree to have a Training and Development Committee. The Union shall have one (1) representative and the Island Regulatory and Appeals Commission shall have one (1) representative on the Island Regulatory and Appeals Commission Training and Development Committee. The Union shall have two (2) representatives and the Workers Compensation Board shall have two (2)

ARTICLE 43 - SECONDMENTS

43.01 Secondment

For the purposes of this Article, the term "secondment" refers to the process by which the Employing Authority may arrange for an employee to temporarily transfer to another agency, board, commission or employer not subject to this Agreement.

43.02 Secondment Agreement

- (a) During the secondment, the employee will be on a paid leave of absence from his/her position and subject to all the provisions of this Agreement except where other provisions are specified in the secondment Agreement.
- (b) When an employee is approved for a secondment with another employer, the terms and conditions of the secondment will be outlined in a written agreement between the employee, the Employing Authority, the Commission and the receiving employer. A copy of the secondment Agreement will be forwarded to the Union.

43.03 Length of Secondment

A secondment may be of any duration up to a maximum of two (2) years. The maximum may be extended upon mutual consent of the parties outlined in Article 43.02 and the Union.

43.04 Termination of Secondment

At termination of the secondment, the employee will return to the position previously held or, if that position is no longer available, a similar position with the same pay level and the same geographic area.

ARTICLE 44 - CLASSIFICATION REVIEW AND APPEAL PROCEDURES

44.01 Classification Review

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

44.02 Pay on Reclassification

- (a) An employee whose position is reclassified to a higher level classification shall be promoted and paid in accordance with Article 14.

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

44.03 Appeal Process

- (a) The Classification Appeal Committee will be appointed pursuant to Section 17(2), (3), and (4) of the *Civil Service Act Regulations*.
- (b) An Employing Authority or a permanent employee may appeal the decision of the Commission with respect to classification of a position to the Classification Appeal Committee within fifteen (15) days of receipt of the decision.
- (c) An appeal to the Committee shall be made in writing to the chairperson specifying the reasons for the appeal and the appellant shall send a copy of the appeal to the Commission.
- (d) An appeal shall not be considered by the Committee unless the decision of the Commission was reviewed by the appellant with a designated employee of the Commission prior to the filing of the appeal.
- (e) The Commission shall provide the chairperson of the Committee with all documentation in the Commission's possession with respect to the appeal.
- (f) The Committee shall review the appeal **within thirty (30) days** and may hold a hearing **if required**.
- (g) The Committee shall communicate its decision in writing, giving sufficient reasons therefore to the parties within thirty (30) days of reviewing the appeal.
- (h) A decision of the majority of the Committee on an appeal shall constitute the decision of the Committee and shall be binding on the Commission, the Employing Authority and the employee.
- (i) The Committee shall not deal with an appeal on any position which has been considered by it within the previous twelve (12) months unless the appellant can demonstrate in writing that there has been a substantial change in the duties and responsibilities of the position since the position was last reviewed by the Committee.

ARTICLE 45 - GROUP HOME WORKERS BENEFITS

45.01 Non-applicable Articles

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

- Article 15 - Standby**
- Article 16 - Callback**

45.02 Articles Applicable as Amended

The following articles of the agreement shall apply to Group Home Workers in the amended format indicated by Articles 45.04 - 45.09:

- Article 9 - Hours of Work**
- Article 10 - Shift Work**
- Article 13 - Overtime**
- Article 21 - Vacations**
- Article 22 - Statutory Holidays**

45.03 Fully Applicable Articles

All remaining articles of the agreement not mentioned in Article 45.01 or 45.02 shall apply to Group Home Workers.

45.04 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 45.04(b).
- (e) Articles 9.05, 9.07, 10.02, 10.13, 10.15, 10.17 and 11.05 shall also apply to Group Home Workers. For the application of Article 10.02, evening shift premiums shall be paid for all hours worked between 6:00 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 45.04(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 45.04(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.

45.05 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 13.02 and 13.09 shall also apply to Group Home Workers.

45.06 Vacations

- (a) All of the provisions of Article 21 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.

45.07 Statutory Holidays

- (a) The provisions of Articles 22.01, 22.02, 22.04, 22.05, 22.06, 22.10, 22.11 and 22.12 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 0.87 times ($1.5 \times 0.577 = 0.87$) for hours worked on a shift of twelve (12) hours or less and at 1.154 times ($2 \times 0.577 = 1.154$) for hours worked on a shift of more than twelve (12) hours 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 a holiday, other than Christmas Day, compensation is calculated as follows:

$8.5 \text{ hours} \times 0.87 = 7.4 \text{ hours pay}^*$
 $7.5 \text{ hours} \times 1.733 = 13.0 \text{ hours to be scheduled off with pay}$

* The 7.4 hours pay represents an extra 2.5 hours pay [(7.4 hours premium pay) - (8.5 scheduled hours \times 0.577 = 4.9) = 2.5] which may be converted to 4.3 hours leave with pay (2.5 hours \times 1.733 = 4.3 hours).

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

$(12 \text{ hours} \times 0.87) + (12 \text{ hours} \times 1.154) = 24.2 \text{ hours pay}^*$

$7.5 \text{ hours} \times 1.733 = 13.0 \text{ hours to be scheduled off with pay}$

* The 24.2 hours pay represents an extra 10.5 hours pay [(24.2 hours premium pay) - (24 scheduled hours \times 0.577 = 13.8) = 10.4] which may be converted to 18 hours leave with pay (10.4 \times 1.733 = 18).

- (d) A Group Home Worker who works on Christmas Day shall receive pay at 1.154 times ($2 \times 0.577 = 1.154$) 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:

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

$7.5 \text{ hours} \times 1.733 = 13.0 \text{ hours to be scheduled off with pay}$

* The 9.8 hours pay represents an extra 4.9 hours pay [(9.8 hours premium pay) - (8.5 scheduled hours x 0.577 = 4.9) = 4.9] which may be converted to 8.5 hours leave with pay (4.9 x 1.733 = 8.5).

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*

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 0.577 = 13.8) = 13.9] which may be converted to 24 hours leave with pay (13.9 hours x 1.733 = 24).

- (e) Overtime shall be at the rate of double time for all hours worked in excess of the employee's scheduled shift on all holidays (2 x 0.577 x hours).
- (f) A Group Home Worker shall be entitled to choose to receive leave with pay for that portion of holiday premium pay that is in excess of the hours of pay for the shift on the holiday. See examples in Article 45.07(c) and (d).

45.08 Sick Leave

- (a) All of the provisions of Article 23 apply to Group Home Workers with the exception of Article 23.02.
- (b) Article 23.02 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.

45.09 Special Leave

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

45.10 Casual Group Home Workers

- (a) The provisions of Articles 45.06 and 45.08 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 0.577 x hours) on all holidays except Christmas Day when the casual holiday rate shall be double time (2 x 0.577 x hours). Casual employees shall not have the holiday rescheduled.

SIGNED at Charlottetown this _____ day of _____, **2008**.

On behalf of the Government of
Prince Edward Island

Wes Sheridan
Chair of Treasury Board

Witness

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

Shelley Ward
President

Witness

Debbie Boyer
Secretary Treasurer

Witness

SCHEDULE A-1 PAY PLAN
APRIL 1, 2007 – MARCH 31, 2008 (3%)

LEVELS	RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
3	HOURLY				12.54	13.06	13.62
	1950				24453	25467	26559
	2080				26083	27165	28330
4	HOURLY				13.07	13.66	14.19
	1950				25487	26637	27671
	2080				27186	28413	29515
5	HOURLY				13.70	14.30	14.89
	1950				26715	27885	29036
	2080				28496	29744	30971
6	HOURLY				14.39	15.01	15.64
	1950				28061	29270	30498
	2080				29931	31221	32531
7	HOURLY				15.12	15.80	16.45
	1950				29484	30810	32078
	2080				31450	32864	34216
8	HOURLY				15.98	16.64	17.32
	1950				31161	32448	33774
	2080				33238	34611	36026
9	HOURLY			16.11	16.87	17.59	18.31
	1950			31415	32897	34301	35705
	2080			33509	35090	36587	38085
10	HOURLY			17.07	17.84	18.61	19.39
	1950			33287	34788	36290	37811
	2080			35506	37107	38709	40331
11	HOURLY			18.14	18.93	19.78	20.59
	1950			35373	36914	38571	40151
	2080			37731	39374	41142	42827
12	HOURLY		18.38	19.27	20.13	21.02	21.94
	1950		35841	37577	39254	40989	42783
	2080		38230	40082	41870	43722	45635
13	HOURLY		19.60	20.54	21.48	22.41	23.33
	1950		38220	40053	41886	43700	45494
	2080		40768	42723	44678	46613	48526
14	HOURLY		20.94	21.97	22.91	23.91	24.92
	1950		40833	42842	44675	46625	48594
	2080		43555	45698	47653	49733	51834
15	HOURLY	21.12	22.18	23.23	24.30	25.36	26.41
	1950	41184	43251	45299	47385	49452	51500
16	HOURLY	22.19	23.29	24.42	25.51	26.63	27.75
	1950	43271	45416	47619	49745	51929	54113
17	HOURLY	23.37	24.53	25.72	26.89	28.04	29.21
	1950	45572	47834	50154	52436	54678	56960
18	HOURLY	24.67	25.90	27.11	28.36	29.60	30.83
	1950	48107	50505	52865	55302	57720	60119
19	HOURLY	26.06	27.38	28.68	29.96	31.28	32.59
	1950	50817	53391	55926	58422	60996	63551
20	HOURLY	27.65	29.04	30.41	31.81	33.18	34.57
	1950	53918	56628	59300	62030	64701	67412
21	HOURLY	28.90	30.37	31.83	33.25	34.71	36.13
	1950	56355	59222	62069	64838	67685	70454
22	HOURLY	29.96	31.50	32.98	34.45	35.98	37.47
	1950	58422	61425	64311	67178	70161	73067
23	HOURLY	31.16	32.71	34.27	35.84	37.41	38.96
	1950	60762	63785	66827	69888	72950	75972

SCHEDULE A-1 PAY PLAN
APRIL 1, 2008 – MARCH 31, 2009 (3%)

LEVELS	RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
3	HOURLY				12.92	13.45	14.03
	1950				25194	26228	27359
	2080				26874	27976	29182
4	HOURLY				13.46	14.07	14.62
	1950				26247	27437	28509
	2080				27997	29266	30410
5	HOURLY				14.11	14.73	15.34
	1950				27515	28724	29913
	2080				29349	30638	31907
6	HOURLY				14.82	15.46	16.11
	1950				28899	30147	31415
	2080				30826	32157	33509
7	HOURLY				15.57	16.27	16.94
	1950				30362	31727	33033
	2080				32386	33842	35235
8	HOURLY				16.46	17.14	17.84
	1950				32097	33423	34788
	2080				34237	35651	37107
9	HOURLY			16.59	17.38	18.12	18.86
	1950			32351	33891	35334	36777
	2080			34507	36150	37690	39229
10	HOURLY			17.58	18.38	19.17	19.97
	1950			34281	35841	37382	38942
	2080			36566	38230	39874	41538
11	HOURLY			18.68	19.50	20.37	21.21
	1950			36426	38025	39722	41360
	2080			38854	40560	42370	44117
12	HOURLY		18.93	19.85	20.73	21.65	22.60
	1950		36914	38708	40424	42218	44070
	2080		39374	41288	43118	45032	47008
13	HOURLY		20.19	21.16	22.12	23.08	24.03
	1950		39371	41262	43134	45006	46859
	2080		41995	44013	46010	48006	49982
14	HOURLY		21.57	22.63	23.60	24.63	25.67
	1950		42062	44129	46020	48029	50057
	2080		44866	47070	49088	51230	53394
15	HOURLY	21.75	22.85	23.93	25.03	26.12	27.20
	1950	42413	44558	46664	48809	50934	53040
16	HOURLY	22.86	23.99	25.15	26.28	27.43	28.58
	1950	44577	46781	49043	51246	53489	55731
17	HOURLY	24.07	25.27	26.49	27.70	28.88	30.09
	1950	46937	49277	51656	54015	56316	58676
18	HOURLY	25.41	26.68	27.92	29.21	30.49	31.75
	1950	49550	52026	54444	56960	59456	61913
19	HOURLY	26.84	28.20	29.54	30.86	32.22	33.57
	1950	52338	54990	57603	60177	62829	65462
20	HOURLY	28.48	29.91	31.32	32.76	34.18	35.61
	1950	55536	58325	61074	63882	66651	69440
21	HOURLY	29.77	31.28	32.78	34.25	35.75	37.21
	1950	58052	60996	63921	66788	69713	72560
22	HOURLY	30.86	32.45	33.97	35.48	37.06	38.59
	1950	60177	63278	66242	69186	72267	75251
23	HOURLY	32.09	33.69	35.30	36.92	38.53	40.13
	1950	62576	65696	68835	71994	75134	78254

SCHEDULE A-1 PAY PLAN
APRIL 1, 2009 – MARCH 31, 2010 (3%)

LEVELS	RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
3	HOURLY				13.31	13.85	14.45
	1950				25955	27008	28178
	2080				27685	28808	30056
4	HOURLY				13.86	14.49	15.06
	1950				27027	28256	29367
	2080				28829	30139	31325
5	HOURLY				14.53	15.17	15.80
	1950				28334	29582	30810
	2080				30222	31554	32864
6	HOURLY				15.26	15.92	16.59
	1950				29757	31044	32351
	2080				31741	33114	34507
7	HOURLY				16.04	16.76	17.45
	1950				31278	32682	34028
	2080				33363	34861	36296
8	HOURLY				16.95	17.65	18.38
	1950				33053	34418	35841
	2080				35256	36712	38230
9	HOURLY			17.09	17.90	18.66	19.43
	1950			33326	34905	36387	37889
	2080			35547	37232	38813	40414
10	HOURLY			18.11	18.93	19.75	20.57
	1950			35315	36914	38513	40112
	2080			37669	39374	41080	42786
11	HOURLY			19.24	20.09	20.98	21.85
	1950			37518	39176	40911	42608
	2080			40019	41787	43638	45448
12	HOURLY		19.50	20.45	21.35	22.30	23.28
	1950		38025	39878	41633	43485	45396
	2080		40560	42536	44408	46384	48422
13	HOURLY		20.80	21.79	22.78	23.77	24.75
	1950		40560	42491	44421	46352	48263
	2080		43264	45323	47382	49442	51480
14	HOURLY		22.22	23.31	24.31	25.37	26.44
	1950		43329	45455	47405	49472	51558
	2080		46218	48485	50565	52770	54995
15	HOURLY	22.40	23.54	24.65	25.78	26.90	28.02
	1950	43680	45903	48068	50271	52455	54639
16	HOURLY	23.55	24.71	25.90	27.07	28.25	29.44
	1950	45923	48185	50505	52787	55088	57408
17	HOURLY	24.79	26.03	27.28	28.53	29.75	30.99
	1950	48341	50759	53196	55634	58013	60431
18	HOURLY	26.17	27.48	28.76	30.09	31.40	32.70
	1950	51032	53586	56082	58676	61230	63765
19	HOURLY	27.65	29.05	30.43	31.79	33.19	34.58
	1950	53918	56648	59339	61991	64721	67431
20	HOURLY	29.33	30.81	32.26	33.74	35.21	36.68
	1950	57194	60080	62907	65793	68660	71526
21	HOURLY	30.66	32.22	33.76	35.28	36.82	38.33
	1950	59787	62829	65832	68796	71799	74744
22	HOURLY	31.79	33.42	34.99	36.54	38.17	39.75
	1950	61991	65169	68231	71253	74432	77513
23	HOURLY	33.05	34.70	36.36	38.03	39.69	41.33
	1950	64448	67665	70902	74159	77396	80594

Special Consideration was given to **Heavy Duty Mechanics, Truck and Transport Mechanics, Dental Hygienist, Registered Nurse, Speech Language Pathologist** and Pharmacist positions due to market conditions. **Heavy Duty Mechanics and Truck and Transport Mechanics are identified as 11A in the Tradesworker series. Speech Language Pathologists are identified as Professional Officer 18C.** Nurses are identified as 16A and 17A in the Professional Officer series and in 18A and 19A in the Program Officer series. Pharmacists are identified as **18B and 19B** in the Program Officer series. The pay rates for these positions are as follows:

LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
11A	APR 1, 2007	HOURLY 2080			19.02 39562	19.89 41371	20.75 43160	21.62 44970
	APR 1, 2008	HOURLY 2080			19.59 40747	20.49 42619	21.37 44450	22.27 46322
	APR 1, 2009	HOURLY 2080			20.18 41974	21.10 43888	22.01 45781	22.94 47715
14A	APR 1, 2007	HOURLY 1950	21.34 41613	22.37 43622	23.39 45611	24.37 47522	25.40 49530	26.39 51461
	APR 1, 2008	HOURLY 1950	21.98 42861	23.04 44928	24.09 46976	25.10 48945	26.16 51012	27.18 53001
	APR 1, 2009	HOURLY 1950	22.64 44148	23.73 46274	24.81 48380	25.85 50408	26.94 52533	28.00 54600
16A	APR 1, 2007	HOURLY 1950	24.19 47171	25.21 49160	26.46 51597	27.74 54093	28.96 56472	30.24 58968
	APR 1, 2008	HOURLY 1950	24.92 48594	25.97 50642	27.25 53138	28.57 55712	29.83 58169	31.15 60743
	APR 1, 2009	HOURLY 1950	25.67 50057	26.75 52163	28.07 54737	29.43 57389	30.72 59904	32.08 62556
17A	APR 1, 2007	HOURLY 1950	25.21 49160	26.46 51597	27.74 54093	28.96 56472	30.24 58968	31.51 61445
	APR 1, 2008	HOURLY 1950	25.97 50642	27.25 53138	28.57 55712	29.83 58169	31.15 60743	32.46 63297
	APR 1, 2009	HOURLY 1950	26.75 52163	28.07 54737	29.43 57389	30.72 59904	32.08 62556	33.43 65189
18A	APR 1, 2007	HOURLY 1950	27.66 53937	29.00 56550	30.35 59183	31.63 61679	32.96 64272	34.28 66846
	APR 1, 2008	HOURLY 1950	28.49 55556	29.87 58247	31.26 60957	32.58 63531	33.95 66203	35.31 68855
	APR 1, 2009	HOURLY 1950	29.34 57213	30.77 60002	32.20 62790	33.56 65442	34.97 68192	36.37 70922
18B	APR 1, 2007	HOURLY 1950	40.37 78722	41.65 81218	42.90 83655	44.16 86112	45.40 88530	46.67 91007
	APR 1, 2008	HOURLY 1950	41.58 81081	42.90 83655	44.19 86171	45.48 88686	46.76 91182	48.07 93737
	APR 1, 2009	HOURLY 1950	42.83 83519	44.19 86171	45.52 88764	46.84 91338	48.16 93912	49.51 96545
18C	APR 1, 2007	HOURLY 1950	27.98 54561	29.41 57350	30.82 60099	32.19 62771	33.59 65501	35.00 68250
	APR 1, 2008	HOURLY 1950	28.82 56199	30.29 59066	31.74 61893	33.16 64662	34.60 67470	36.05 70298
	APR 1, 2009	HOURLY 1950	29.68 57876	31.20 60840	32.69 63746	34.15 66593	35.64 69498	37.13 72404
19A	APR 1, 2007	HOURLY 1950	28.76 56082	30.18 58851	31.57 61562	32.96 64272	34.39 67061	35.78 69771
	APR 1, 2008	HOURLY 1950	29.62 57759	31.09 60626	32.52 63414	33.95 66203	35.42 69069	36.85 71858
	APR 1, 2009	HOURLY 1950	30.51 59495	32.02 62439	33.50 65325	34.97 68192	36.48 71136	37.96 74022
19B	APR 1, 2007	HOURLY 1950	41.87 81647	43.22 84279	44.53 86834	45.86 89427	47.20 92040	48.52 94614
	APR 1, 2008	HOURLY 1950	43.13 84104	44.52 86814	45.87 89447	47.24 92118	48.62 94809	49.98 97461
	APR 1, 2009	HOURLY 1950	44.42 86619	45.86 89427	47.25 92138	48.66 94887	50.08 97656	51.48 100386

SCHEDULE A-2
LISTING OF CLASSIFICATION TITLES, PAY LEVELS, HOURS OF
WORK CODES AND OVERTIME CODES

CLASSIFICATION TITLE	PAY LEVEL	HOURS OF WORK CODE	OVERTIME CODE
Administrative Officer 12	12	X	*
Administrative Officer 13	13	X	*
Administrative Officer 14	14	X	*
Administrative Officer 15	15	X	* or **
Administrative Officer 16	16	X	**
Administrative Officer 17	17	X	**
Administrative Officer 18	18	X	**
Administrative Officer 19	19	X	**
Administrative Officer 20	20	X	**
Administrative Officer 21	21	X	**
Administrative Support Worker 4	4	Y	*
Administrative Support Worker 5	5	X	*
Administrative Support Worker 6	6	X or Y	*
Administrative Support Worker 7	7	X or Y	*
Administrative Support Worker 8	8	X	*
Administrative Support Worker 9	9	X	*
Administrative Support Worker 10	10	X	*
Administrative Support Worker 11	11	X	*
Administrative Support Worker 12	12	X	*
Administrative Support Worker 13	13	X	*
Correctional Officer 9	9	X	*
Correctional Officer 12	12	X	*
Correctional Officer 13	13	X	*
Correctional Officer 15	15	X	*
Equipment Operator 4	4	X or Y	*
Equipment Operator 6	6	Y	*
Equipment Operator 7	7	Y	*
Equipment Operator 8	8	Y	*
Equipment Operator 9	9	Y	*
Food Service Worker 10	10	X	*
Food Service Worker 11	11	X	*
Food Service Worker 13	13	X	*
Food Service Worker 15	15	X	*

CLASSIFICATION TITLE	PAY LEVEL	HOURS OF WORK CODE	OVERTIME CODE
Information Technology Officer 11	11	X	*
Information Technology Officer 12	12	X	*
Information Technology Officer 13	13	X	*
Information Technology Officer 14	14	X	*
Information Technology Officer 15	15	X	* or **
Information Technology Officer 16	16	X	* or **
Information Technology Officer 17	17	X	**
Information Technology Officer 18	18	X	**
Information Technology Officer 19	19	X	**
Information Technology Officer 20	20	X	**
Information Technology Officer 21	21	X	**
Information Technology Officer 22	22	X	**
Library Assistant 3	3	X	*
Library Assistant 5	5	X	*
Library Assistant 6	6	X	*
Library Assistant 7	7	X	*
Library Assistant 8	8	X	*
Library Assistant 9	9	X	*
Library Assistant 10	10	X	*
Library Assistant 11	11	X	*
Library Assistant 12	12	X	*
Library Assistant 14	14	X	*
Maintenance Worker 3	3	X or Y	*
Maintenance Worker 4	4	X or Y	*
Maintenance Worker 5	5	X or Y	*
Maintenance Worker 6	6	X or Y	*
Maintenance Worker 7	7	X or Y	*
Maintenance Worker 8	8	X or Y	*
Maintenance Worker 9	9	X or Y	*
Maintenance Worker 10	10	X or Y	*
Maintenance Worker 13	13	X or Y	*
Printing/Postal Worker 4	4	X	*
Printing/Postal Worker 5	5	X	*
Printing/Postal Worker 6	6	X	*
Printing/Postal Worker 7	7	X	*
Printing/Postal Worker 8	8	X	*
Printing/Postal Worker 9	9	X	*
Printing/Postal Worker 10	10	X	*
Professional Officer 14	14	X	*
Professional Officer 15	15	X	**

CLASSIFICATION TITLE	PAY LEVEL	HOURS OF WORK CODE	OVERTIME CODE
Professional Officer 16	16	X	**
Professional Officer 16A	16A	X	*
Professional Officer 17	17	X	* or **
Professional Officer 17A	17A	X	* or **
Professional Officer 18	18	X	* or **
Professional Officer 18C	18C	X	* or **
Professional Officer 19	19	X	* or **
Professional Officer 19A	19A	X	* or **
Professional Officer 20	20	X	**
Professional Officer 21	21	X	* or **
Professional Officer 22	22	X	**
Professional Officer 23	23	X	**
Program Officer 11	11	X	*
Program Officer 12	12	X	*
Program Officer 13	13	X	* or **
Program Officer 14	14	X or Y	* or **
Program Officer 15	15	X	* or **
Program Officer 16	16	X	**
Program Officer 17	17	X	**
Program Officer 18	18	X	**
Program Officer 18A	18A	X	**
Program Officer 18B	18B	X	**
Program Officer 19	19	X	**
Program Officer 19A	19A	X	**
Program Officer 19B	19B	X	**
Program Officer 20	20	X	**
Program Officer 21	21	X	**
Program Officer 22	22	X	**
Program Officer 23	23	X	**
Regulatory Officer 8	8	X	*
Regulatory Officer 9	9	X	*
Regulatory Officer 10	10	X	*
Regulatory Officer 11	11	X	*
Regulatory Officer 12	12	X	*
Regulatory Officer 13	13	X	**
Regulatory Officer 14	14	X	**
Regulatory Officer 15	15	X	**
Regulatory Officer 16	16	X	**
Regulatory Officer 17	17	X	**
Regulatory Officer 19	19	X	**
Service Worker 4	4	X	*
Service Worker 5	5	X	*

CLASSIFICATION TITLE	PAY LEVEL	HOURS OF WORK CODE	OVERTIME CODE
Service Worker 6	6	X or Y	*
Service Worker 7	7	X	*
Service Worker 8	8	X	*
Social Worker 16	16	X	*
Social Worker 17	17	X	*
Social Worker 18	18	X	*
Social Worker 19	19	X	*
Social Worker 20	20	X	*
Stores Worker 6	6	X or Y	*
Stores Worker 7	7	X	*
Stores Worker 8	8	X	*
Stores Worker 9	9	X	*
Stores Worker 10	10	X	*
Stores Worker 11	11	X	*
Stores Worker 12	12	X	*
Stores Worker 13	13	X	*
Stores Worker 14	14	X	*
Stores Worker 15	15	X	**
Stores Worker 16	16	X	**
Stores Worker 17	17	X	**
Technical Officer 8	8	X	*
Technical Officer 9	9	X	*
Technical Officer 10	10	X or Y	*
Technical Officer 11	11	X	*
Technical Officer 12	12	X	*
Technical Officer 13	13	X	* or **
Technical Officer 14	14	X or Y	**
Technical Officer 14A	14A	X	**
Technical Officer 15	15	X	**
Technical Officer 16	16	X	**
Technical Officer 17	17	X	**
Technical Officer 18	18	X	**
Technical Officer 19	19	X	**
Technical Officer 20	20	X	**
Technical Officer 21	21	X	**
Trades Worker 7	7	Y	*
Trades Worker 9	9	X or Y	*
Trades Worker 10	10	X or Y	*
Trades Worker 11	11	X or Y	*
Trades Worker 11A	11A	Y	*
Trades Worker 12	12	X	*

CLASSIFICATION TITLE	PAY LEVEL	HOURS OF WORK CODE	OVERTIME CODE
Trades Worker 13	13	Y	*
Trades Worker 14	14	X or Y	*
Trades Worker 15	15	X	*
Youth Worker 9	9	X	*
Youth Worker 11	11	X	*
Youth Worker 13	13	X	*
Youth Worker 14	14	X	*
Youth Worker 15	15	X	*
Youth Worker 16	16	X	*
Youth Worker 17	17	X	**

Hours of Work Code

X means 37½ hours per week
Y means 40 hours per week

Overtime Code

* See Article 13.05
** See Article 13.07

SCHEDULE B

DEFERRED SALARY PLAN

1. Description

The purpose of the Deferred Salary Plan is to afford employees the opportunity of taking a one (1) year leave of absence with part pay by spreading four (4) years' salary payments over a five (5) year period. Other allowable deferred salary plan arrangements include two (2) years' salary payment over a three (3) year period, and three (3) years' salary payment over a four (4) year period.

2. Qualifications

Any permanent employee or any temporary employee whose appointment was made pursuant to section 17 of the *Civil Service Act* and who has one (1) year of continuous service and whose term of employment could continue for the period of deferment is eligible to participate in the Plan.

3. Application

- (a) An employee must make written application to his/her Deputy Head on or before January 31, requesting permission to participate in the Plan; however, the deadline of January 31 may be waived 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 fiscal year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employing Authority.

4. Payment Formula and Leave of Absence

The payment of salary, fringe benefits and the timing of the one (1) year leave of absence shall be as follows:

- (a) (1) In the first two (2) years, the first three (3) years or the first four (4) years of the Plan, the employee will be paid sixty-six and two-thirds percent (66 $\frac{2}{3}$ %), seventy-five percent (75%) or eighty percent (80%), respectively, of his/her proper salary range. The remaining thirty-three and one-third percent (33 $\frac{1}{3}$ %), twenty-five percent (25%) or twenty percent (20%) of annual salary shall accumulate and this amount plus any interest earned shall be paid to the employee during the year of leave.
- (2) The calculation of interest under the terms of this Plan shall be calculated as follows:
 - the sum of the Bank of Canada rate, as determined on the last business day of the month, and the Province's Canada Pension Plan borrowing rate divided by two and rounded to the nearest one-quarter of a percent minus one percent.
- (b) Employees' fringe benefits will be maintained by the Employer during their leave of absence. Any benefits tied to salary level shall be structured according to actual salary paid.
- (c) The leave of absence may be taken only in the last year of the Deferred Salary Plan arrangement made under section 1. Under special circumstances the Employing Authority may permit the commencement of the leave of absence after the end of the Deferred Salary Plan, where permitted by the *Income Tax Act* (Canada).
- (d) With the approval of the Employing Authority, an employee may select some alternative method of deferring salary other than that specified in section 4(a).

5. **Terms of Reference**

- (a) On return from leave, an employee shall return to the position held immediately prior to going on leave.
- (b) An employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefits that would have been received had the one (1) year leave of absence not been taken.
- (c) Sick leave credits will not accumulate during the year spent on leave.
- (d) Employees who are laid off will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days of withdrawal from the Plan.
- (e) Superannuation deductions are to be continued as provided by the *Civil Service Superannuation Act*, which means the percentage rate stipulated in the *Civil Service Superannuation Act*. These deductions will be based on the salary paid to the employee during the period of the Deferred Salary Plan made under Section 1.
- (f) An employee may withdraw from the Plan at any time prior to ninety (90) calendar days before the effective date of the leave of absence. Upon withdrawal, any monies accumulated plus interest owed will be repaid to the employee within sixty (60) days of notification of his/her desire to leave the plan.
- (g) In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Employing Authority may defer the year of leave. In this instance, an employee may choose to remain in the Plan or he/she may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.
- (h) Should deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest until the leave of absence is granted.
- (i) Should an employee die while participating in the Plan, any monies accumulated plus interest owed at the time of death will be paid to the employee's estate.
- (j) All employees wishing to participate in the Plan shall be required to sign a contract before final approval for participation will be granted.
- (k) Subject to Article 33.01, the parties to this Agreement agree that the conditions of this Plan shall remain in effect for a period not less than six (6) years from the effective date of this Agreement.

**SCHEDULE C
JOB CREATION PROJECTS**

It is agreed that:

1. "Job Creation Projects" covered by this Memorandum means training and/or work projects initiated or sponsored by the Employment Development Agency, under the provisions of the *Employment Development Agency Act*, or by Human Resources Development Canada.
2. No classified employee shall be displaced or have their hours or benefits decreased by an individual hired on a Job Creation Project.
3. Government will review long-term unclassified positions in the civil service and will create the necessary classified positions.
4. Government will maintain the necessary Unclassified Division employees required to perform the ongoing mandated activities of the departments.
5. Individuals hired on Job Creation projects will be provided with an orientation to the work, periodic evaluations of work performance, and basic instruction on work safety, where applicable.
6. As far as possible, individuals hired on Job Creation Projects shall not be directly supervised by employees covered by the Collective Agreement.
7. A Job Creation Consultative Committee will be established on the day following the signing date of this Agreement to ensure that Job Creation Projects conform to the terms of the Memorandum of Agreement. The Committee, consisting of five (5) members, two (2) appointed by the Union, two (2) appointed by the Employer, and a Chairperson appointed by mutual agreement, will review projects in progress, consider any concerns about the projects and may make recommendations to Government on ways to enhance Job Creation Projects and recommend the creation of classified positions.
8. The Job Creation Consultative Committee will request and Departments will provide all information required by the Committee to determine which unclassified positions are eligible for conversion to classified positions.
9. Should any dispute arise between the parties on the interpretation, application, administration, or alleged violation of this Memorandum, the following procedure will be followed:

The Parties shall meet within seven (7) days of receipt of notice from either party to the other to discuss the dispute and try to reach a settlement. If the dispute is not settled, either party may, within seven (7) days refer the issue to arbitration. If the parties cannot agree on an arbitrator, the Minister responsible for the *Labour Act* shall be asked to appoint one. The decision of the Arbitrator shall be final and binding on both parties.
10. This Agreement may be amended by mutual agreement of the parties at any time.
11. This Agreement is in effect until a new Collective Agreement is signed.

SCHEDULE D

IMPLEMENTATION OF TWELVE HOUR SHIFTS

1. A committee consisting of two (2) representatives of the Employer, a Steward and an employee representative chosen by the employees shall co-ordinate trial projects on implementation of twelve (12) hour shifts. If the Employer and two thirds of the permanent and probationary shift employees in one or more units at a workplace mutually agree to implementing a twelve (12) hour shift rotation, then such project will be tried for approximately six (6) months. 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.

2. 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 E

JOB SHARING

The Employer and the Union agree that job sharing arrangements will be under the following terms and conditions:

1. Job sharing will only be permitted when jointly requested by existing permanent employees.
2. Except as otherwise provided herein, employees participating in job sharing arrangements will be entitled to all rights and benefits provided for in the Collective Agreement.
3. Job sharing arrangements will only be authorized where operational requirements permit and the provision of services is not adversely affected.
4. Job sharing options are as follows:
 - (a) Two (2) full-time permanent employees may request to job share one of their positions on a 50/50 basis; or
 - (b) A full-time permanent employee may request to job share a portion of his/her position with a permanent part-time employee who agrees to increase his/her minimum employment guarantee. For example, the full-time employee could propose to work 80% if the part-time employee could work 60% instead of 40%.
5. Both employees must share the same position title and be suitably qualified and capable of carrying out the duties and responsibilities of the positions to be job shared.
6. An employee wishing to job share his/her position has the responsibility of finding an eligible employee willing to enter into the job sharing arrangement. The two (2) employees requesting approval to implement a job sharing arrangement will submit a written request to their supervisor or manager using the job sharing Agreement form.
7. A position will be job shared for a one (1) year period. Any extension beyond the one (1) year period must be mutually acceptable to both employees, the Employer and the Union. At the end of the job sharing period, the employees will resume the positions they held prior to entering into the job sharing arrangement.
8. Each of the two (2) employees in a job sharing arrangement will be required to fulfill the work schedule requirements averaged over a maximum of two (2) bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of both the Employer and the Union.
9. During the period of a job sharing arrangement, the full-time permanent employees will retain their status; however, for the purposes of the following articles their benefits will be calculated on the basis outlined for part-time permanent employees:

Article 12	-	Increment Increases
Article 18	-	Severance Pay and Retiring Pay
Article 21	-	Vacations
Article 22	-	Statutory Holidays
Article 23	-	Sick Leave
Article 24	-	Special Leave
Article 34	-	Travel Allowances

Premiums and benefits under the Group Life, Accidental Death and Dismemberment and Long Term Disability Insurance Plans shall be based on the salary level of the job sharing arrangements (e.g. 50% of full-time salary level) and in accordance with policy documents.

10. Full-time permanent employees participating in a job sharing arrangement shall continue to be covered under the provisions of the *Civil Service Superannuation Act*. The portion of the full-time permanent employee's position which is not worked may be considered as deemed service as provided for in the *Civil Service Superannuation Act*. If the employee elects to purchase the eligible deemed service, the purchase arrangement must be made at the commencement of the job sharing arrangement.
11. In the event one of the participants vacates the job shared position (e.g. through termination of employment, appointment to another position or being placed on injury on duty or disability leave), the job sharing arrangement will terminate and the remaining participant will revert to his/her status in the position occupied prior to the job sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the Employer and the Union.
12. If either participant or the Employer wishes to terminate or extend the job sharing arrangement prior to its expiry, a minimum of sixty (60) calendar days' written notice shall be required.

JOB SHARING AGREEMENT

EMPLOYEES' REQUEST

_____, a/an _____
Employee #1 Classification
in position number _____ of the _____
of the _____ Division
and
Department/Agency

_____, a/an _____
Employee #2 Classification
in position number _____ of the _____
of the _____ Division
request to enter
Department/Agency

into a job sharing agreement in accordance with the provisions outlined in Schedule E. It is requested that the job sharing arrangement commence on _____ and end on _____.

Additional information on job sharing specifics if request is made under Section 4(b) of the Job Sharing Policy:

PENSIONABLE SERVICE FOR EMPLOYEES PARTICIPATING IN THE CIVIL SERVICE SUPERANNUATION FUND

_____ does ___ does not ___ elect to purchase eligible deemed
Employee # 1

service for purpose of pensionable service under the *Civil Service Superannuation Act*.

_____ does ___ does not ___ elect to purchase eligible deemed
Employee #2

service for purpose of pensionable service under the *Civil Service Superannuation Act*.

APPROVAL

Department approval granted by:

_____ on _____
Name Date

Signatures: _____
Employee #1 Employee #2

cc: PEIUPSE
Personnel File
Employee Benefits

SCHEDULE F

REIMBURSEMENT OF EXPENSES ON EMPLOYER-INITIATED TRANSFERS

1. Temporary Travel Allowance

The Employing Authority will pay a temporary travel allowance to an employee who is transferred if the employee has to travel more than ten (10) kilometres further to get to work after the transfer than he/she did prior to the transfer. The allowance shall be payable on a per kilometre basis for any increase in the distance between the employee's domicile and the new primary workplace versus the distance between the employee's domicile and the old primary workplace. Such allowance shall be payable at the rates applicable under Article 34 for a period of one (1) year from the date of the transfer or until the employee's domicile is relocated, whichever occurs first. Such travel shall be considered as travel on the Employer's business.

2. Altered Work Hours

In situations where the employee who is transferred has to spend more time to get to work after the transfer than prior to the transfer, time spent travelling between the employee's domicile and the new primary workplace shall be allocated as follows:

- (a) if the employee is required to travel between his/her domicile and the new primary workplace during the minimum three (3) month notice period, the employee's extra travel time will form part of the normal daily hours of work;
- (b) during the first twelve (12) months after the effective date of the transfer or until the employee is relocated, whichever occurs first, the employee's extra travel time will be equally divided between the Employing Authority and the employee, e.g. if the extra daily commuting time requires two (2) hours, the employee will be permitted the use of one (1) hour of the normal daily hours of work for commuting purposes; and
- (c) after the completion of twelve (12) months from the effective date of the transfer or until the employee is relocated, whichever occurs first, all commuting from the employee's domicile to the new primary workplace shall be on the employee's own time.

SCHEDULE G

PORTABILITY OF BENEFIT ENTITLEMENTS BETWEEN THE GOVERNMENT, IRAC AND WCB

This Agreement made this 19th day of November, 2001.

The Government, Island Regulatory and Appeals Commission (IRAC), Workers Compensation Board (WCB) and the Union wish to enhance the mobility of permanent employees from the Government to IRAC or WCB, from IRAC or WCB to Government, from WCB to IRAC and from IRAC to WCB.

The Government, WCB, IRAC and the Union wish to allow for the transfer of certain service and benefit entitlements when permanent employees move directly from one Employer to another Employer.

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

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.
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.
 - (b) The new Employer shall recognize a permanent employee's length of 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 employee's length of continuous service with the former Employer for purposes of entitlement to severance pay or retiring pay.
 - (b) The new Employer shall recognize a permanent employee's number of paid hours with the former Employer for severance pay or retiring pay purposes and shall accept the same as a contingent liability.
4.
 - (a) A permanent employee's continuous service with the former Employer shall be recognized by the new Employer where continuous service may be a factor including layoff and recall and temporary assignments.
 - (b) An employee's continuous service as a permanent employee, including probationary and provisional service, with the former Employer shall be recognized by the new Employer where continuous service may be a factor for in-service competitions.
5. The parties hereto agree that these provisions shall apply to all permanent employees of IRAC and WCB.

SCHEDULE H

PORTABILITY OF BENEFIT ENTITLEMENTS BETWEEN THE GOVERNMENT AND PEIBDI

This Agreement made this day of May 16, 2007.

The Government, the PEI Business Development Inc. and the Union wish to enhance the mobility of permanent/classified employees from the Government to PEIBDI and PEIBDI to Government.

The Government, PEIBDI and the Union wish to allow for the transfer of certain service and benefit entitlements when permanent/classified employees move directly from one Employer to another Employer.

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.
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.
 - (b) The new Employer shall recognize a permanent employee's length of 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 employee's length of continuous service with the former Employer for purposes of entitlement to severance pay or retiring pay.
 - (b) The new Employer shall recognize a permanent employee's number of paid hours with the former Employer for severance pay or retiring pay purposes and shall accept the same as a contingent liability.
4. The parties hereto agree that these provisions shall apply to all permanent employees of PEIBDI.

MEMORANDUM OF AGREEMENT # 1

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

CLARIFICATION OF TRANSPORTATION CONDITIONS ARTICLE AND POLICY

The parties agree to the following for the purpose of implementing Articles 24.11 and 11.05.

Ceasing Operations for Non-Designated Employees

Section 3 of the Transportation Conditions Policy currently outlines the delegation of authority to specified personnel to determine if and when specific non-essential operations should cease due to storm conditions or because of the condition of public streets and highways. The Employer agrees to ensure that appropriate personnel are delegated the authority to cease operations in all workplaces which have non-designated employees who work outside the normal government hours of 8:30 a.m. to 5:00 p.m. Monday to Friday. These designated authorities will ensure that the most appropriate methods are used to notify employees not designated under Article 24.11(d) of such closures and these employees will be considered to be on leave with pay.

SIGNED this _____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT # 2

BETWEEN

**THE ISLAND REGULATORY AND APPEALS COMMISSION
(Hereinafter called the "Employer")**

AND

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

**APPLICATION OF COLLECTIVE AGREEMENT TO THE
ISLAND REGULATORY AND APPEALS COMMISSION EMPLOYEES**

The Employer and the Union agree as follows:

1. The terms and conditions of employment of all employees of the Employer represented by the Union will be those set out in the Collective Agreement in force between the Government of the Province of Prince Edward Island and the Union.
2. All references to the Government of the Province of Prince Edward Island, the Employer, the Employing Authority, Public Service Commission, a Department Head, a Deputy Head, Treasury Board or Chair of Treasury Board in the said Collective Agreement shall be read as meaning the Employer under this Memorandum of Agreement, or such official as designated by the Employer.
3. All references to an employee in the said Collective Agreement shall be read as meaning an employee under this Memorandum of Agreement who is represented by the Union.
4. All references in the said Collective Agreement to the *Civil Service Act* or *Regulations* shall not apply to the employees under this Memorandum of Agreement.

SIGNED this _____ day of _____, **2008**.

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

On behalf of the Island Regulatory
and Appeals Commission

MEMORANDUM OF AGREEMENT # 3

BETWEEN

**THE WORKERS COMPENSATION BOARD OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")
AND**

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

**APPLICATION OF COLLECTIVE AGREEMENT TO
WORKERS COMPENSATION BOARD EMPLOYEES**

The Employer and the Union agree as follows:

1. With the exception of Article 25.03 and Article 44, the terms and conditions of employment of all employees of the Employer represented by the Union will be those set out in the Collective Agreement in force between the Government of the Province of Prince Edward Island and the Union.
2. All references to the Government of the Province of Prince Edward Island, the Employer, the Employing Authority, the Public Service Commission, a Department Head, a Deputy Head, Treasury Board or Chair of Treasury Board in the said Collective Agreement shall be read as meaning the Employer under this Memorandum of Agreement, or such official as designated by the Employer.
3. All references to an employee in the said Collective Agreement shall be read as meaning an employee under this Memorandum of Agreement as represented by the Union.
4. All references in the said Collective Agreement to the *Civil Service Act or Regulations* shall not apply to the employees under this Memorandum of Agreement.

SIGNED this _____ day of _____, **2008**.

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

On behalf of the Workers Compensation
Board of Prince Edward Island

MEMORANDUM OF AGREEMENT # 4

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

RELIEF EMPLOYEES

1. Relief employees who were hired prior to December 11, 1998 elected to be covered by one of the following:
 - (a)
 - (1) to have the provisions of Article 2.02 apply; and,
 - (2) to be paid out for all earned vacation leave credits, statutory holiday leave or time in lieu of overtime; and,
 - (3) to retain and use any sick leave accumulated prior to December 11, 1998 until the employee has a break in service greater than one (1) year; or
 - (b) to have the provisions applicable to relief employees in the 1995-98 Collective Agreement apply until their employment as a relief employee is terminated.
2. A relief employee who, prior to December 11, 1998 was participating in the group benefit plans referred to in Articles 25.01 and 25.02 and who elects 1(b) above shall continue to participate in these plans until the employee has a break in continuous service.

SIGNED this _____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT # 5

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

RED-CIRCLED EMPLOYEES

1. The Employer and the Union agree that a single lump sum payment shall be processed effective March 31, **2008** and each subsequent March 31 for eligible employees in accordance with the following:
 - (a) If 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 prorated to hours worked; or
 - (b) If 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 which together with the increase to the new job rate is equal to one-half the economic adjustment; or
 - (c) If 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 signing bonus 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.

SIGNED this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT # 6

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

FOREST FIRE FIGHTING

The Employer and the Union agree as follows:

1. Employees who are involved in fighting forest fires shall be provided with commercially prepared meals at normal meal periods and at six (6) hour intervals thereafter. Employees shall be provided reasonable time with pay to eat. If commercially prepared meals are not provided, employees shall be entitled to be reimbursed for meals at the rates outlined in Article 34.09.
2. Notwithstanding Article 13.07, employees with a double asterisk after their classification title shall be entitled to compensation under Article 13.05 for any overtime hours worked while fighting forest fires.

Signed this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT # 7

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

ISSUES RELATING TO FORESTRY SITE CREW BOSSES

The Employer and the Union agree to the following:

1. (a) At the beginning of each season, Forestry Site Crew Bosses with the Department of **Environment, Energy** and Forestry shall be assigned a provincial forest as a primary workplace.
- (b) During a workday, once a Site Crew Boss has reached his/her first work destination, any travel during the workday on the Employer's business is to be compensated under Article 34.01 or 34.03.
2. Forestry Site Crew Bosses who use their own vehicle to transport chainsaws and other equipment and supplies used by their crews, to store such equipment and supplies during off duty hours and to travel on rough roads shall be paid a heavy use allowance of \$12.00 per day. Employees who are paid the heavy use allowance are not entitled to claim the allowance provided under Article 34.07.

SIGNED this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT # 8

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

VACANCY REVIEW PROCESS

To ensure that vacancies are dealt with in an expeditious manner, the Employer agrees that the Commission shall be tasked with developing a vacancy-reporting system and follow-up process. Within three months of the signing date, representatives of the Employer, the Commission and the Union shall meet to ensure that the reporting system and follow-up process are operational. The Commission shall report by January 31 of each year to the Employer and the Union on the statistics of filling vacant classified positions within the previous calendar year.

For the purposes of this Memorandum, Employer means the Government of Prince Edward Island.

SIGNED this _____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT # 9

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

TASK FORCE ON WORKING ALONE AND VIOLENCE IN THE WORKPLACE

The parties have a shared goal of promoting the understanding and compliance of UPSE members on the Working Alone and Violence in the Workplace Policies.

It is agreed that a Task Force of three (3) persons, one (1) from the Union and one (1) from the Employer. These representatives shall elect a mutually agreeable co-chair. The mandate of the Task Force shall be:

1. To access the level of understanding and application of those two (2) policies in the UPSE workplaces amongst bargaining and non-bargaining personnel through a survey to both groups, and
2. To formulate from this assessment recommendations to be made to the Joint Employer/Union Health and Safety Committee for enhancement of the procedures under the two (2) policies, and
3. To present the recommendations to the Joint Employer/Union Health and Safety Committee for review and incorporation under the policies, as appropriate.

SIGNED this _____ day of _____, 2008.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT # 10

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

**RE: ARTICLE 38.01(c)(2)&(3)
RE: Additional Employment Lists**

The parties agree that notwithstanding Article 1.06(a)(5), a temporary or casual employee, who has been appointed by the Commission through an approved competitive process and who has completed 1950 hours of work through successive appointments by the Commission, shall be deemed to have one year of continuous service for the purposes of Article 38.01(c)(2) and Article 38.01(c)(3).

The PSC will work with Departments to identify positions within the classified division for which the PSC deems employment lists are necessary. The PSC will then create employment lists in accordance with the *Civil Service Act*.

SIGNED this _____ day of _____, 2008.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT # 11

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

PENSION MATTERS

1. The Government of Prince Edward Island agrees to continue to meet its obligation towards the Civil Service Superannuation Fund.
2. **The Government and the Union recognize the Adams Award re CSSF Administrative Advisory Committee composition dated February 2007.**
3. **The Province of PEI agrees to maintain the position of UPSE President as a historical integral voting position of the CSSF Investment Advisory Committee.**

Signed this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT # 12

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

RE: DEPARTMENT OF DEVELOPMENT - ACCESS P.E.I.

The parties agree to create a committee of employee/employer representatives to review operational issues relating to the work of employees in the Access P.E.I. work units. The committee shall meet within ninety (90) days of the signing date of this collective agreement.

SIGNED this _____ day of _____, 2008.

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

**On behalf of the Government
of Prince Edward Island**

MEMORANDUM OF AGREEMENT # 13

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Herein called the Employer)**

AND

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

DEPARTMENT OF SOCIAL SERVICES & SENIORS

This Memorandum is proposed subsequent to the Hon. George Adams Award dated May 24, 2006 and the Memorandum of Agreement between the parties dated December 8, 2006;

The parties agree as follows:

1. Social Workers level 17, 18 & 19, will be added to Schedule A-2 of the Civil Service Agreement as separate and distinct classification series;
2. Social Workers shall be considered as single asterisk (*) for the purposes of calculating overtime compensation.
3. Social Workers and Social Service Workers employed within Child and Family Services who are delegated agents pursuant to the *Child Protection Act*, who are required to be on standby and possible subsequent call back for the purpose of Emergency Duty shall have the option to be compensated by pay or time in lieu for their callback.
4. Social Workers and Social Service Workers who are delegated and designated to be on standby on a holiday shall be paid for the holiday and shall receive another day off with pay. However, in circumstances where the designated holiday falls on a weekend and as a result, it is recognized on the Monday following, then this entitlement shall only apply to employees scheduled for standby duty on the Monday.

These entitlements are in respect to historical employment terms and are in consideration of recruitment and retention issues regarding delegated employees.

All other pay, premium, allowances and overtime rates shall apply as provided for within this collective agreement.

SIGNED this _____ day of _____, 2008.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT # 14

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Herein called the Employer)**

AND

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

PUBLIC SECTOR GROUP INSURANCE PLAN (PSGIP)

1. Summit among the Signatory Parties to the PSGIP – The Employer and UPSE recognize the value of ongoing dialogue respecting the governance of the Public Sector Group Insurance Plan (“PSGIP”) and the desirability of changes to the PSGIP Trust Agreement (the “Trust Agreement”), and therefore agree to hold and participate in a “Summit” of the Parties to the Trust Agreement (*). The stated purpose of the Summit shall be to meet and discuss revisions to the Trust Agreement, the governance of the PSGIP, and any other plan sponsor issues.

The Employer shall provide a third party facilitator, to be agreed upon by the participants in the Summit; the facilitator shall assist the participants in the development of the terms of reference for, and in the conduct of, the Summit. The costs of the facilitator will be paid by the Employer.

The aforementioned terms of reference shall include those issues identified in the Hewitt Report commissioned by the Employer and UPSE under Letter of Understanding #4A of the Collective Agreement expiring March 31, 2007, as well as:

- a. The number of Trustees and the sufficiency of the representation of UPSE members on the Board of Trustees.
- b. The voting structure of the Board of Trustees.
- c. The decision-making protocol for the Board of Trustees and the absence of a dispute resolution mechanism.
- d. The disclosure obligations between the Board of Trustees and the Parties to the Trust Agreement.
- e. The absence of a clear mechanism for departure of Parties from the PSGIP.
- f. The roles and responsibilities of the Trustees, *vis-à-vis* the Parties, and the inter-relationship of the administration of the Trust and the collective bargaining process.

The Employer will encourage other Parties to the Trust Agreement to participate in the Summit, however, regardless of whether the other Parties do participate, the Employer and UPSE shall participate and shall, within 1 year of ratification of this Collective Agreement, or such longer time that the Employer and UPSE may agree, generate a revised draft Trust Agreement for consideration of all Parties.

2. Re-opener – UPSE is entitled to reopen Article 25.03 of the Collective Agreement at any time in the final 18 months of the agreement, which negotiation shall be subject to the provisions of the *Civil Service Act*, including interest arbitration thereunder.
3. Enforcement – This Memorandum, and each provision thereof, is subject to the Collective Agreement, including the grievance and arbitration process therein, just as every other Memorandum of Agreement, Letter of Understanding and Letter of Commitment appended to the Collective Agreement is similarly enforceable.

SIGNED this ____ day of _____, 2008

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

On behalf of the Government
of Prince Edward Island

* The Parties to the Trust Agreement are the Employer (represented by Treasury Board), the Department of Health and the Department of Social Services and Seniors (Health) (represented by the Minister of Health), UPSE, Canadian Union of Public Employees (CUPE), International Union of Operating Engineers (IUOE) and Prince Edward Island Nurses’ Union (PEINU).

LETTER OF UNDERSTANDING # 1

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

STAFF REPLACEMENT

Once a shift schedule is posted in accordance with the provisions of Article 10 of this Agreement and depending on the number and needs of inmates or residents at the time, Correctional Officers and Youth Workers absent from scheduled hours of work on approved leave will be replaced where such employees are required to provide direct care to inmates or residents.

SIGNED this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING # 2

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

PLACE OF RESIDENCE

The parties agree that the provisions of the Collective Agreement under Article 38 Staffing of Classified Positions and Article 39 Temporary Assignments shall not be restricted in their application by imposing a place of residence requirement on any applicant for a position except in circumstances whereby a bona fide operational requirement exists and upon mutual agreement of the parties to the Agreement.

In the event the parties cannot agree the matter shall be referred to the Human Rights Commission for a final and binding decision.

SIGNED this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING # 3

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

EMPLOYMENT STABILITY

The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be subcontracted in whole or in part in such a manner that results in the layoff of permanent employees.

The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be sold, leased or transferred in such a manner that results in the layoff of permanent employees.

For the purpose of this letter, if an employee receives a reasonable job offer from the contractor and accepts, the termination of employment shall not be considered a layoff under this letter. If an employee refuses a reasonable job offer from the contractor, the employee shall proceed through the layoff procedure as outlined in the Collective Agreement, and such layoff shall not be considered a violation of this letter.

The parties agree that the salary and benefits of an employee will be maintained until such time as the parties agree on the reasonableness of the job offer. In the event the parties cannot agree, the issue shall be referred to expedited adjudication for a final and binding settlement.

The parties agree that Articles 18, 26 and 30 apply to this letter which forms part of the Agreement.

This letter shall be in effect from the signing date of this Agreement until March 31, **2010**.

SIGNED this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING # 4

BETWEEN

THE GOVERNMENT OF PRINCE EDWARD ISLAND

AND

THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES

GROUP INSURANCE

The Employer agrees to continue to contribute to a reserve fund up to \$50,000 per year for the purpose of providing a \$5,000 life insurance benefit to each employee upon retirement.

SIGNED this _____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING # 4A

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

GROUP INSURANCE

1. The parties agree to create a joint committee for the purpose of reviewing and analyzing the Union request for changes to the PSGIP group insurance trustee arrangement and the Union request to establish a new jointly trusted group insurance benefits plan.
2. Each party shall appoint four (4) members to the Committee.
3. Parties agree that the review shall commence immediately and shall be completed by April 1, 2005. The parties agree to fully cooperate to ensure that there is full disclosure of any and all relevant information requested by the Committee.
4. The Committee shall forward to the parties a full unedited report together with recommendations by April 15, 2005.

SIGNED this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING # 5

BETWEEN

THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")

AND

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

DESIGNATED SHIFT SUPERVISOR

1. **Correctional Officers/Youth Workers**

- (a) The parties agree that a Correctional Officer 12 who works a full or part shift as the Designated Shift Supervisor in the absence of an onsite supervisor shall be paid a supervisory premium equivalent to the amount of the shift premium set out in Article 10.02(a) of the Collective Agreement in addition to any applicable shift premium.
- (b) In Adult Corrections, the Designated Shift Supervisor role shall ordinarily be assigned to the classified employee on the particular shift with the greatest length of continuous service who has successfully completed the Designated Shift Supervisor training.

2. **Stores Workers**

- (a) The parties agree that a Liquor Store Clerk (Stores Worker 7) who performs Shift Supervisor duties in the absence of a Senior Clerk or Store Manager shall be paid a supervisory premium of \$1.75 per hour.

SIGNED this _____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING # 6

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

RETIREES

For the term of this agreement, the parties agree that the Union may designate a retiree as a negotiating team member of its Civil Service Negotiating Team.

Signed this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING # 7

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

SUNDAY OPENING AT PEI LIQUOR CONTROL COMMISSION (LCC) STORES

In the event that Cabinet approves allowing Sunday shopping at PEI LCC stores, the following model shall be put into place:

- When the LCC has decided how many stores will open and in what areas, a list will be created identifying all employees available for work at the designated locations.
- Classified full-time employees will be given the first option to any additional hours.
- If the needed pool of employees cannot be achieved through the offering to classified full-time employees, the LCC would next make the hours available to classified part-time employees.
- If the needed pool is still not achieved, the additional hours would next be offered to casual division employees.
- Operational requirements permitting, classified full-time or classified part-time employees will not be required to work on Sunday.

Compensation for all employees would be as set out in Article 13 of the collective agreement.

SIGNED this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING # 8

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

**THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES
(DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS)**

TRADESWORKER APPRENTICESHIP PRINCIPLES

- The objective of the program is to assist with succession planning and to promote the development of staff accepted into the program.
- The Department would access potential future tradesworker needs and the market availability of qualified workers.
- In situations where shortages are identified, qualified employees will be eligible to apply for participation in the Apprenticeship Program in accordance with the collective agreement.
- Candidates would be interviewed and successful candidates accepted into the Apprenticeship Program.
- Apprentices would be allowed leave without pay to attend classroom training.
- Employees who obtain their license will be eligible to apply for positions that require a license for either a temporary assignment or permanent position.
- A steering group would be established, with members from Adult Education, the Department and the Union to:
 - ▶ develop guidelines
 - ▶ establish selection criteria
 - ▶ investigate the possibility of top up through the EI program
 - ▶ investigate leave without pay, periods of employment, group insurance, pension, etc.
 - ▶ investigate training and development fund applicability.

SIGNED this ____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING # 9

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

STORES WORKER 7

1. Permanent part-time employees of the Liquor Control Commission hired in the Stores Worker 7 classification shall not be entitled to the benefit of Article 9.10 of the collective agreement.

2. Permanent part-time employees in the Stores Worker 7 classification of the Liquor Control Commission hired expressly for weekends shall not be entitled to the benefit of Article 10.11 of the collective agreement.

SIGNED this _____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island

LETTER OF COMMITMENT # 1

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

ARMOURED CAR SERVICES

The Liquor Control Commission will continue to provide the existing armoured car service for bank deposits, provided the service is available.

SIGNED this ____ day of _____, 2008.

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

On behalf of the Government
of Prince Edward Island

LETTER OF COMMITMENT # 2

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(Hereinafter called the "Employer")**

AND

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

RATIFICATION OF THE TENTATIVE COLLECTIVE AGREEMENT

The parties agree to recommend ratification of the tentative agreement. It is further understood that Article 24.05(b) may apply to the ratification process.

SIGNED this _____ day of _____, **2008**.

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

On behalf of the Government
of Prince Edward Island
