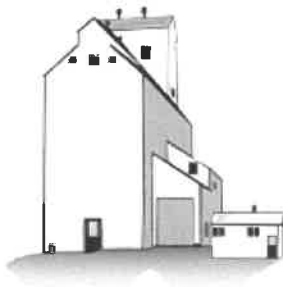


COLLECTIVE AGREEMENT

BETWEEN

THE PRINCE EDWARD ISLAND

GRAIN ELEVATORS CORPORATION



AND

THE PRINCE EDWARD ISLAND  
UNION OF PUBLIC SECTOR EMPLOYEES

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**April 1, 2020 - March 31, 2023**

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## PREAMBLE

## PURPOSE OF AGREEMENT

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Prince Edward Island Grain Elevators Corporation and the employees represented by the Prince Edward Island Union of Public Sector Employees, and to set forth certain terms and conditions of employment for employees covered by this Agreement.

## ARTICLE 1 - INTERPRETATIONS AND DEFINITIONS

- 1.01 "Union" means the Prince Edward Island Union of Public Sector Employees.
- 1.02 "Days" means working days unless otherwise stipulated in this Agreement.
- 1.03 "Employer" means the Prince Edward Island Grain Elevators Corporation.
- 1.04 "Employee" means a member of the bargaining unit who is employed by the Employer for remuneration.
- 1.05 "Casual Employee" means a employee who is a member of the bargaining unit who is employed to work on a day to day basis as required. Casual employees will not be employed to fill continuing positions.
- 1.06 "Party" means the Employer or the Union.
- 1.07 "Seniority" means length of unbroken service credited to each continuing employee and includes any unbroken service as an employee of the Province of Prince Edward Island prior to the establishment of the P.E.I. Grain Elevators Corporation.
- 1.08 "Probationary Employee" means an employee working in an ongoing position who has not completed the probationary period.
- 1.09 "Continuing Employee" means:
  - (a) a full-time employee who works a regular schedule of hours as outlined in the hours of work article and who has completed the probationary period, or
  - (b) a part-time employee who works less than the fully prescribed hours of work and who has completed the probationary period and is entitled to all the benefits as outlined in this agreement.

1.10 Use of Masculine and Singular Terms - Wherever the masculine or singular is used, the same shall be construed as meaning the feminine or plural unless otherwise specifically stated.

1.11 Personal Harassment

Personal Harassment means any unwarranted, offensive behaviour that is known or ought reasonably to be known to be unwelcome. It includes any comment, conduct, gesture or display that demeans, intimidates or causes embarrassment to another person. Personal harassment includes but is not limited to harassment on the basis of race, religion, creed, colour, sex, sexual orientation, marital status, ethnic or national origin, age, physical or mental handicap or political belief.

1.12 Sexual Harassment

Sexual harassment means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense, embarrassment or humiliation to the recipient, or that might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on employment or on any opportunity for training or promotion, or on receipt of a service or benefit provided by the Employer.

1.13 Abuse of Authority

Abuse of authority means an individual's use of power and authority inherent in the position held in a manner which serves no legitimate work purpose and which ought reasonably to be known to be inappropriate. It includes misuses of power which are intimidating, coercive or demeaning.

The legitimate and proper exercise of the employer's right to supervise or manage (for example, performance reviews, work evaluation and disciplinary measures taken for any valid reason) does not constitute harassment under this policy.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the authorized representative of those employees included in Certification Order 1/78 issued by the Prince Edward Island Labour Relations Board.

2.02 No Other Agreements

No employee shall be required to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

## 2.03 Work of Bargaining Unit

No persons who are excluded from the bargaining unit shall be permitted to perform work of the employees in the bargaining unit. The provisions of this Article shall not restrict the Elevator Manager(s) in carrying out his/her daily duties.

### 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.

### ARTICLE 4 - EMPLOYEE RIGHTS

- 4.01 There shall be no discrimination with respect to any employee by reason of age, race, creed, colour, national origin, religion, sex, marital status, or physical handicap or membership or activity in the Union.
- 4.02 The Union and 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 workplace. Harassment includes personal harassment, sexual harassment and abuse of authority and shall be considered discrimination under this Article.
- 4.03 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 Employer=s designated representative in the grievance process. Grievances of this nature shall be treated in strict confidence by both the Union and the Employer.

### ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the expressed terms of this Agreement.
- 5.02 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of the Agreement.

## ARTICLE 6 - UNION SECURITY

- 6.01 The Employer shall, as a condition of employment, deduct an amount equal to the bi-weekly Union dues deduction from the bi-weekly pay of all employees covered by this Agreement.
- 6.02 The Union shall inform the Employer in writing of the authorized dues for the implementation of Article 6.01. At least thirty (30) days' notice of any change in the authorized dues will be provided.
- 6.03 Dues shall be deducted as follows depending upon an employee's bi-weekly gross salary:
- (a) less than \$100.00, no dues shall be deducted;
  - (b) \$100.00 but less than \$200.00, one-third of the authorized dues;
  - (c) \$200.00 but less than \$520.00, two-thirds of the authorized dues;
  - (d) \$520.00 or more, the full amount of authorized dues.
- 6.04 The amounts deducted in accordance with this Article shall be remitted to the Union by cheque on or before the fifteenth (15th) day of the month following the month in which deductions were made and shall be accompanied by particulars identifying each employee and the amount deducted on his/her behalf.
- 6.05 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 - SUPERANNUATION

- 7.01 All eligible employees shall be covered by the provisions of the Prince Edward Island Public Service Pension Plan as provided for in Section 4(2) of the *Grain Elevators Corporation Act*.

## ARTICLE 8 - INFORMATION

- 8.01 The Union shall provide a copy of this Agreement to members of the P.E.I. Union of Public Sector Employees.
- 8.02 The Employer shall provide the Union with the names and classifications of employees who commence or terminate employment, and the effective dates thereof.
- 8.03 The Employer shall indicate on each employee's income tax (T4) slip, the total amount of Union dues deducted for the previous tax year.

- 8.04 Information regarding amounts paid or deducted on the employee's pay cheque shall be provided by the Employer at the employee's request.
- 8.05 The Employer shall inform each new employee of his/her type of appointment.
- 8.06 Permission to hold a local meeting on the premises of the Employer shall be first obtained from the General Manager or an Elevator Manager.
- 8.07 A probationary period for employees, other than casual employees, shall be established by the Employer and shall not exceed one hundred and twenty (120) work days.
- 8.08 Within ten (10) days of the completion of the probationary period as established in Article 8.07, the employee shall receive written notice from the Employer explaining that he/she shall either become a continuing employee, have his/her probationary period extended three (3) months, or have his/her employment terminated.
- 8.09 Within five (5) days of the conclusion of the extended three (3) month probationary period in Article 8.08, the employee shall receive written notice from the Employer explaining that he/she shall either become a continuing employee, or have his/her employment terminated.

#### ARTICLE 9 - BULLETIN BOARDS

- 9.01 The Employer agrees to provide space on the bulletin board(s) which may be used by the Union for the following:
  - (a) notices of Union meetings,
  - (b) notices of Union elections and results,
  - (c) notices concerning recreational and social events,
  - (d) Union newsletters,
  - (e) other notices concerning Union affairs. Such notices may be removed after discussion with the Local Director or Steward where the notice is unacceptable to the Employer.



## ARTICLE 10 - HOURS OF WORK

- 10.01 The work week for employees shall consist of five (5) seven and one-half (72) hour periods, exclusive of a meal break, falling within the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday inclusive.
- 10.02 (a) Notwithstanding Article 10.01, employees in the position titles of Labourer, Elevator Worker/Operator and Elevator Lead Hand, shall work five (5) eight (8) hour periods, exclusive of a meal break, falling within the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday inclusive.
- (b) Notwithstanding Article 10.02(a), during the harvest season, August 1 to November 30 of each year, an alternate work schedule may be established in consultation with employees in order to meet operational requirements. The regular hours of work shall be eight (8) consecutive hours per day, and forty (40) hours per week, falling within Monday to Friday inclusive.
- (c) Employees shall be paid a shift premium of fifty cents (\$0.50) per hour for any hours worked between 8:00 p.m. and 8:00 a.m. The shift premium shall be applied only after the applicable rate of pay is applied.
- 10.03 Employees shall be entitled to two (2) ten (10) minute rest periods per full day of work.
- 10.04 Summer hours shall be determined in consultation with the Union.
- 10.05 An employee's schedule shall not be changed solely for the purpose of avoiding compensation to the employee for overtime services.
- 10.06 If employees request a flexible daily hours of work system, the Employer may authorize varied starting and finishing times and lunch periods.
- 10.07 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.

## ARTICLE 11 - RATES OF PAY

- 11.01 The rates of pay for employees shall be as outlined in Schedule "A" which forms part of this Collective Agreement.

- 11.02 The rates of pay for part-time employees whose tasks match those of the present classifications in Schedule "A" shall be paid the pay rates on a pro-rated basis based on the hours worked, including increments indicated for the existing classifications.
- 11.03 Where a new classification is created during the term of the Agreement, the rate of pay for this classification shall be subject to negotiations between the Corporation and the Union.
- 11.04 Employees will move vertically from their former rates of pay to the new rates of pay on the effective date of this Agreement and shall move one (1) increment step on their anniversary date, subject to Article 12, where increments are provided.
- 11.05 Part-time employees whose tasks match those of present classifications in Schedule "A" will move vertically from their former rates of pay to the new rates of pay on the effective date of this Agreement and shall move one (1) increment step, where increments are provided, after one (1) year's work.
- 11.06 Employees whose positions are reclassified to a position title with a lower maximum rate of pay shall retain their existing rate of pay, except where the reclassification is a result of a disciplinary action.

#### ARTICLE 12 - INCREMENT INCREASES AND ANNIVERSARY DATES

##### Increment Increases

- 12.01 The Employer may, prior to the anniversary date of an employee, review the performance of the employee. The employee concerned shall be given the opportunity to read the appraisal and attach his/her comments. Upon request, the employee shall be provided with an exact copy of the evaluation for his/her own records.
- 12.02 The Employer, on the employee's anniversary date, shall grant a pay increment to the next step in the pay range to that employee provided he/she has not reached the maximum rate of pay for that position and provided he/she has a satisfactory performance rating.
- 12.03 The pay increment provided in Article 12.02 shall become effective on the employee's anniversary date.
- 12.04 When an increment is not granted the Employer shall notify the employee in writing no later than ten (10) days following the effective date, stating the reasons for not granting the increment.
- 12.05 When an employee is not satisfied with the Employer's decision to withhold an increment, the employee may grieve.

### Anniversary Dates

- 12.06 Employees shall retain the same anniversary date as in effect in the previous Agreement.
- 12.07 The anniversary date of employees shall be the date of their appointment and annually thereafter.
- 12.08 The anniversary date of employees who are promoted shall be one (1) year from the date of their promotion and annually thereafter.
- 12.09 The anniversary date of part-time employees shall be on completion of one (1) year's work.

### ARTICLE 13 - OVERTIME

- 13.01 An employee who works overtime shall be entitled to overtime compensation as provided in this Article when authorized in advance by the General Manager or the Elevator Manager or his designate.
- 13.02 All employees shall be entitled to overtime compensation for all time worked in excess of the regular daily or weekly hours of work. Overtime compensation shall be at the rate of time and one-half for all overtime hours worked, except that compensation shall be at the rate of double time for that portion of overtime that exceeds seven and one-half (7.5) or eight (8) hours of contiguous overtime. Overtime shall be compensated by cheque 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 Employer and employee.
- 13.03 Overtime pay for all employees shall be calculated at an hourly rate determined by the formula:

$$\frac{\text{Annual Salary}}{261 \text{ Days} \times \text{Regular Hours of Work Per Day}} \times 1.5 \text{ or } 2.0$$

- 13.04 An employee who is authorized to work overtime by the Employer and who works three (3) or more hours of overtime immediately before or following his/her normal scheduled hours of work, or is required to work nine (9) or more hours overtime on a scheduled day of rest shall be entitled to claim actual expenses for one (1) meal up to the maximum set out under Article 32. Reasonable time with pay, not to exceed one (1) hour, shall be allowed the employee, in order that he/she may take a meal break.

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

#### ARTICLE 14 - COMPENSATION ON PROMOTION BY COMPETITION OR RECLASSIFICATION

14.01 The rate of compensation of an employee upon promotion to a position with a higher maximum salary shall be at the step which provides for an increase of not less than ten (10) percent. If the maximum salary of the higher classification is less than ten (10) percent higher than the maximum salary of the lower classification, he/she shall move to that step that provides at least the same percentage increase in salary as exists between the two classifications at the maximum rates.

#### ARTICLE 15 - STANDBY

15.01 Standby is not a condition of employment and employees will not be required to standby for extra services.

#### ARTICLE 16 - CALLBACK

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

16.02 The provisions of this Article apply to those employees whose positions are indicated in Schedule "A" as being eligible for overtime compensation.

16.03 An employee who is called back to work and reports to work will be paid at the overtime rate calculated on his/her regular scale for the hours worked or a minimum of three (3) hours pay at straight time per call, whichever is greater.

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

- (a) When the employee travels by means of his/her own vehicle, the allowances reimbursed by the Province of PEI to its employees.
- (b) Out-of-pocket expenses for other means of commercial transportation as documented by receipt.

## ARTICLE 17 - ACTING PAY

- 17.01 An employee who substitutes in a higher level position for a period of five (5) or more consecutive days and upon notification of the General Manager shall be given an acting appointment to the higher level position.
- 17.02 The employee's salary, retroactive to the day he/she commenced the acting appointment, shall be determined as if he/she had been promoted under Article 14.
- 17.03 The employee, on reversion to his/her regular position, will be paid at the rate which he/she would have received had he/she not held an acting appointment in the interim.

## ARTICLE 18 - SEVERANCE PAY

- 18.01 For the purposes of this Article:

- (a) "retirement" means separation from the Employer and exercising of pension rights;
- (b) "continuous service" means contiguous service with the Employer; or both the Province of Prince Edward Island and the Employer.

- 18.02 All employees who have five (5) or more years of continuous service, or designated beneficiary or where no designated beneficiary, their estates shall be entitled to severance pay on termination provided such termination is for one of the following reasons:

- (a) retirement after age 55, or
- (b) on or after reaching fifty-five (55) years and not eligible for pension, or
- (c) involuntary termination due to position abolishment or layoff, or
- (d) termination of employment due to permanent disability or death.

- 18.03 (a) Effective June 1, 2003, the severance pay entitlement is an amount equal to one (1) week=s pay for each year of continuous full-time service. Where service includes a portion of a year, such service shall be prorated to the nearest month for full-time employees. The severance pay entitlement is prorated accordingly for part-time employees. Calculations shall be based on the rate of pay in effect for the employee at the time of severance.
- (b) Notwithstanding (a) above, employees shall retain the severance benefit they had accumulated up to June 1, 2003 based on two (2) weeks= pay for each year of continuous full time service. For service commencing June 1, 2003, the

severance benefit shall be calculated in accordance with 18.03(a).

- (c) For the avoidance of doubt, the maximum severance payment to an employee shall be forty (40) weeks.

18.04 At the written request of the employee, any severance pay payable under Article 18.02 will be paid to the employee at the beginning of the calendar year immediately following the year of termination rather than during the year of termination.

18.05 Periods of leave of absence without pay shall not constitute a break in "continuous service" for the purposes of this Article.

18.06 (a) An employee to whom severance pay is payable under Article 18.02(c) may elect to:

- (i) take a paid pre-retirement vacation in lieu of his/her entitlement to severance pay which will be equal to his/her entitlement under Article 18.03; or
- (ii) take a combination of paid pre-retirement vacation and severance pay which will equal his/her entitlement under Article 18.03.

However, any paid pre-retirement vacation under this Article must terminate on the employee's date of retirement.

- (b) In order to qualify for a paid pre-retirement vacation under this sub-article, the employee must request the paid pre-retirement vacation in writing at least six (6) months prior to the proposed commencement date of the paid pre-retirement vacation.

An application for paid pre-retirement vacation may be submitted less than six (6) months prior to the proposed commencement date of the vacation, but the granting of a pre-retirement vacation in such a case shall be at the discretion of the Employer.

- (c) Employees on a paid pre-retirement vacation are not eligible for any of the provisions in the Vacation, Sick Leave and Special Leave of Absence Articles.

## ARTICLE 19 - INJURY ON DUTY

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*, shall receive a leave of absence under Article 19.02 for the period the employee receives Workers' Compensation benefits.

- 19.02 This leave of absence shall continue for a period of nine (9) months but may be extended to twelve (12) months if medical opinion advises that the employee should be able to return to work within the additional three (3) month period. If, as a result of the examination, the employee is found to be physically unfit to carry out the functions of the position he/she occupies, then:
- (a) he/she 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
  - (b) he/she may be provided leave of absence in accordance with Article 23.07, or
  - (c) he/she may be laid off and placed on an employment list for which the Employer deems him/her qualified where the duties are less onerous and within his/her physical capabilities, or
  - (d) should his/her physical condition be such that he/she is unable to fulfill the functions of any position, then his/her employment may be terminated.
- 19.03 When an employee is in receipt of Workers' Compensation Board benefits for a period of ten (10) working days or more, the Employer shall pay the full cost of the employee's premiums for compulsory insurance outlined in Article 24.01 plus the employee's premiums for group medical and dental insurances, providing 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 necessary, for eligible employees during this leave of absence, on the same basis as if the employee had been at work.
- 19.04 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 39 weeks) of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers' Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers' Compensation Board up to the maximum annual earnings.
- 19.05 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 use sick leave.
- 19.06 An employee, who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the day or shift without deduction from sick leave, unless a doctor states

the employee is fit for further work that day or shift. Beginning on the second day or shift, an employee will be entitled to use sick leave to cover any absence from work, which is not compensated by the *Workers' Compensation Act*.

19.07 An employee who is on injury-on-duty leave shall continue to earn and accumulate sick leave and vacation leave credits.

19.08 The Union and the Employer agree that the right to return to work provisions of Section 86 of the *Workers' Compensation Act* shall prevail.

#### ARTICLE 20 - PROTECTIVE CLOTHING

20.01 The Employer agrees to provide coveralls, hard hats, safety boots and rain suits, when required, to employees who have a minimum of three (3) months continuous service.

20.02 An employee who has a minimum of three (3) months continuous service and is required to wear safety boots shall be reimbursed to a maximum of **\$250.00** per year for safety boots, provided proof of CSA safety boots purchase is presented to the employer.

20.03 The Employer agrees to provide a winter jacket to all employees required to work outside. Winter jackets will be provided once every three (3) years.

#### ARTICLE 21 - VACATIONS

21.01 Employees, other than part-time or casual employees, shall be entitled to vacation with pay during each fiscal year on the following basis:

- (a) Employees who have completed less than five (5) years continuous service shall earn vacation entitlement at the rate of one and one-quarter (1 1/4) days per month of service.
- (b) Employees who have completed five (5) years continuous service shall earn vacation entitlement at the rate of one and two-thirds (1 2/3) days per month.
- (c) Employees who have completed fourteen (14) years continuous service shall earn vacation leave entitlement at the rate of two and one-twelfth (2 1/12) days per month.

21.02 Years of service as referred to in Article 21.01 shall include years of continuous employment with the Grain Elevators Corporation or both the Provincial Government and the P.E.I. Grain Elevators Corporation.

21.03 Except as provided in Article 21.04, employees shall earn vacation leave for each calendar month in which the employee receives at least ten (10) days pay.

21.04 (a) Part-time employees with less than seven (7) years continuous service shall earn



vacation leave credits at the rate of one (1) day for each seventeen (17) full days of work or paid leave.

(b) Part-time employees with seven (7) years continuous service shall earn vacation leave credits at the rate of one (1) day for each thirteen (13) full days of work or paid leave.

(c) Part-time employees with fifteen (15) years of continuous service shall earn vacation leave credits at the rate of one (1) day for each ten decimal four (10.4) full days of work or paid leave.

21.05 All vacation leaves must be approved by the employee=s immediate supervisor prior to commencement.

21.06 When in any fiscal year an employee has not taken all the vacation leave to which he/she is entitled, the unused maximum of one (1) years entitlement, shall be carried over to the following year, starting April 1, 2013.

21.07 An employee shall receive his/her vacation pay on his/her last working day prior to starting his/her vacation, provided he/she makes a written request to the Employer or person designated by him/her at least (10) days before the payday preceding his/her vacation, and provided there is a pay date during the vacation period.

21.08 An employee or his/her estate will not be required to compensate for unearned vacation leave in case of separation due to death or permanent disability.

21.09 An employee who terminates employment with the Employer 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 Employer, shall have his/her previous continuous service with the Employer counted for the purposes of calculating vacation entitlement. For the purposes of this Article, a public sector Employer in P.E.I. means the Province of P.E.I., all hospitals, school boards, crown corporations and agencies and the county boards of Addiction Services.

## ARTICLE 22 - STATUTORY HOLIDAYS

22.01 Subject to Article 22.02, employees, other than part-time and casual employees, shall be entitled to leave with pay for the following designated holidays:

- (a) New Year's Day
- (b) Islander Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) Labour Day

- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Eve Afternoon, one-half (2) day
- (k) Christmas Day
- (l) Boxing Day
- (m) 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.
- (n) Any other day observed as a provincial or national holiday.

22.02 Article 22.01 shall apply to an employee, provided:

- (a) he/she paid for either the day before or the day after the holiday, and
- (b) his/her employment did not commence on the day after the holiday, and
- (c) his/her 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 Leave with pay for holidays for part-time employees shall be determined by considering the twenty-eight (28) calendar day period immediately prior to the holiday on the following pro-rated basis:

$$\frac{\text{Hours of Work or Paid Leave for Employee}}{\text{Hours of Work for Position Title (150) or (160)}} = \text{Portion of holiday leave entitlement}$$

22.04 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.

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

- (a) the day immediately following his/her day of rest; or
- (b) the day following the employee's annual vacation or another mutually acceptable day between the Employer and employee.

22.06 An employee, other than a part-time and casual employee, who works on a holiday 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.

22.07 A part-time and casual employee who works on a holiday shall, in addition to the

portion of his/her regular pay as determined in Article 22.03, 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.

- 22.08 Notwithstanding Article 22.06 and 22.07, 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 Employer and the employee. Should the employee not arrange to take the compensatory leave prior to the expiry of the three pay periods following the pay period in which the holiday occurred, then he/she shall forfeit the right to the time off and shall be paid for work on the holiday.

#### ARTICLE 23 - SPECIAL LEAVE OF ABSENCE

##### 23.01 Birth or Adoption of a Child

- (a) (i) The Employer may grant leave of absence without pay for a period of up to seventeen (17) consecutive weeks to an employee for reason of birth or adoption of a child.
- (ii) The Employer shall grant to an employee, upon receipt of written notice, unpaid parental leave up to thirty-five (35) consecutive weeks.
- (iii) Where an employee on maternity leave intends to take parental leave, the employee must commence the parental leave immediately on expiry of maternity leave.
- (b) An employee shall, upon completing the period of leave, return to a comparable position, pay level and step as the employee would have been entitled to, had the leave not been taken.
- (c) An employee who has been granted maternity leave shall be entitled to apply a maximum of ten (10) days sick leave credits against his/her unemployment insurance waiting period of two (2) weeks.

##### 23.02 Complaints and Grievances

Leave of absence with pay may be granted:

- (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) if an employee is grieving before an arbitration board.

23.03 Negotiations

Leave with pay shall be granted for one (1) employee to attend joint negotiating meetings.

23.04 Union Business

Leave of absence with pay may be granted:

- (a) to attend contract preparation meetings; or
- (b) to attend meetings concerning Union business held locally, interprovincially, nationally or internationally.

23.05 Reimbursement by Union

The Union shall submit a list to the Employer within ten (10) days indicating the names, dates and hours for those employees granted leave specified in Article 23.04. Within thirty (30) days of being invoiced, the Union shall reimburse the Employer one hundred (100) percent of the salary paid to such employees for the leave approved in Article 23.04.

23.06 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*.

23.07 Personal Reasons

An employee may be granted leave of absence without pay for personal reasons other than employment or self-employment, for a period of up to three (3) months. Such leave may be extended a further three (3) months in the case of serious illness.

23.08 Court Appearances

- (1) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or are subpoenaed as witnesses in a court action, provided such court action is not in connection with the employee's or employee's family's private affairs.
- (2) The Employer may grant special leave without pay in cases where an employee's private affairs require a court appearance.
- (3) An employee, in receipt of his/her regular earnings while serving at court, shall

remit to the Employer all monies paid to him/her by the court, except traveling and meal allowance not reimbursed by the Employer.

- (4) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (5) Court actions arising from employment, requiring attendance at court, shall be with pay, except when the action is against the employee.
- (6) In the event an accused employee is detained pending a court appearance, he/she may be provided leave without pay.

#### 23.09 Bereavement

- (a) In the event of the death of an employee's parent (including a natural parent, guardian, foster parent or any other person standing in loco parentis), spouse, son, daughter, brother, sister, grandchild, grandparent, mother-in-law, father-in-law, common-law spouse, or of any relative permanently residing with the employee, the employee upon request shall be granted leave with pay for three (3) days. Up to two (2) additional days may be authorized for traveling time.
- (b) In the event of the death of an employee's son-in-law or daughter-in-law, the employee upon request shall be granted leave with pay not to exceed three (3) days.
- (c) 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.
- (d) 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.

#### 23.10 Serious Illness

One (1) day special leave for serious illness of an employee's parent, spouse, child or other relative who permanently resides with the employee, may be granted on the employee's certification of the illness. Where special leave in excess of one (1) day is needed, a medical certificate signed by a qualified medical practitioner is required. Leave under this section shall be limited to four (4) days in a fiscal year.

#### 23.11 Other Leave

Leave with pay may be granted for the following:

- (a) One-half (2) day for donating blood at a Blood Donor's Clinic or Health Laboratory.
- (b) One-half (2) day to act as a pall-bearer at a funeral.
- (c) One (1) day to attend convocation exercises when the employee is graduating from university or college.
- (d) Up to two (2) days 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.
- (e) One (1) day when an employee is an executor and is to attend at a settlement of an estate.
- (f) One (1) day, when an employee is called in by the Department of Veteran's Affairs for examination or treatment, or maintenance or supply of a prosthetic appliance.
- (g) One (1) day paid paternity leave on the occasion of the birth or adoption of a child.
- (h) One (1) day paid leave for a female employee on the adoption of a child.
- (i) Absence due to storm conditions or because of the poor conditions of public streets and highways.

#### Full-time Union Duties

- 23.12 The Employer may grant, on written request, leave of absence without pay for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of up to two (2) years.
- 23.13 Eligible employees on leave of absence without pay under Article 23.13 shall continue to participate in and receive the cost sharing of Group Medical and Group Life Insurance plans as outlined in Article 24.
- 23.14 Eligible employees on leave of absence without pay shall continue to participate in and receive the cost sharing of Group Medical and Group Life Insurance plans during the first year of their leave of absence. This section shall not apply to employees who are on injury-on-duty leave or full-time Union duties.

#### Leave with Pay

- 23.15 The General Manager or his designate will close down the Elevators and office operations due to storm conditions or because of the conditions of public streets and

highways in accordance with Article 23.17.

- 23.16 Employees shall receive leave with pay when the Elevators and office operations cease due to storm conditions or because of the conditions of public streets and highways.
- 23.17 The General Manager or his designate will close operations at the various Elmsdale, Kensington and Roseneath Grain Elevator facilities following a public announcement confirming the closure of an Access PEI site(s) in O=Leary, Summerside and/or Montague respectively. A closure at an elevator facility will depend on a closure of the Access PEI site located in the same geographic area of the Grain Elevator facility.

#### ARTICLE 24 - GROUP INSURANCE

- 24.01 The Employer agrees to share the premiums of the Group Life Insurance Plans that exist at the coming into force of this Agreement on a fifty-fifty (50/50) basis with the employees eligible for the Plans.
- 24.02 The Employer agrees to pay one-half (2) of the premiums of medical and dental insurance plans for employees with more than six (6) months continuous employment.
- 24.03 The Union agrees to provide for the participation in the plans specified in Article 24.02 of all employees employed by the Corporation including employees who are not members of the Union.
- 24.04 The Employer agrees to pay one-half (2) of the premiums of the Long Term Disability Insurance Plan that exists at the coming into force of this Agreement for eligible employees.

#### ARTICLE 25 - GRIEVANCES

25.01 Policy

The parties recognize the desirability of providing of an orderly system of resolving any complaints or disputes in order to provide a harmonious and cooperative relationship between the Corporation and its employees.

- 25.02 "Grievance" means a written complaint by an employee or group of employees
- (a) 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, or any Provincial Statute or Regulation, or
  - (b) appealing a dismissal, demotion, suspension or a financial penalty, or
  - (c) including any question as to whether a matter in this Agreement is arbitrable.

25.03 Designated Representative

The Corporation shall designate a representative for the Grievance Procedure and advise the Union and all employees of the name and title of the Designated Representative.

25.04 Steward

The Union shall provide the Employer with the name of a Steward authorized to deal with grievances on behalf of employees.

25.05 Complaint Stage

The parties to this Agreement recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For this reason, it is understood that if an employee has a complaint he/she shall discuss it with his/her immediate supervisor as soon as possible and in any case within seven (7) days from the date upon which the subject of the complaint occurred, or he/she became aware of it being a complaint. The immediate supervisor shall respond to the complaint within five (5) days of the discussion.

25.06 Grievance Procedure

Failing settlement of a complaint it may be taken up as a grievance. Within seven (7) days from the date of the immediate supervisor's reply, the employee may present a written grievance to the Designated Representative. If the employee does not receive a satisfactory reply from the Designated Representative within seven (7) days of the date he/she first presented his/her grievance to the Designated Representative, the employee may refer his/her grievance to an Arbitration Board as outlined in Article 26 within ten (10) working days of the date on which he/she should have received a satisfactory reply from the Designated Representative. A probationary employee will not be permitted to file a grievance to arbitration against rejection during the probationary period.

25.07 Union Representation

In any case where an employee presents his/her grievance in person or, in any case where a hearing is held on a grievance at any level, the employee may be accompanied by a representative of the Union.

25.08 Time Limits

The time limits specified in this Article may be extended by mutual agreement.

25.09 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 registered mail.
- (b) When a grievance is delivered by hand, it will be dated the date it was delivered as will be the reply.

25.10 Where either party to this Agreement disputes the interpretation, application, administration, operation or any alleged violation of this 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 Arbitration (Article 26).

#### ARTICLE 26 - ARBITRATION

##### 26.01 Union Concurrence

Employees may pursue a grievance under this Article only with the approval of the Union.

##### 26.02 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairperson.

##### 26.03 Failure to Appoint

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

##### 26.04 Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Board shall avoid legalistic or formal procedures as much as possible. It shall commence hearings within ten (10) days of appointment of the Chairperson and render a decision within ten (10) days of completion of the hearings.

##### 26.05 Decision of the Board

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

26.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

26.07 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (2) of the fees and expenses of the Chairperson;
- (c) one-half (2) of the fees and expenses of such secretarial assistance as is deemed necessary by the Board;
- (d) one-half (2) of the expenses, if any, of accommodation required for the hearing.

26.08 Single Arbitrator

If one party requests that a single arbitrator be appointed and the other party agrees, then the single arbitrator shall be chosen from a list agreed to by both parties in advance.

26.09 A single arbitrator appointed under Article 26.08 shall have the same powers, duties and responsibilities as a Board of Arbitration appointed under this Article.

26.10 Both parties will share equally the fees and expenses of a single arbitrator appointed under Article 26.08.

ARTICLE 27 - DISCIPLINE

27.01 No employee shall be disciplined except for just cause.

27.02 Where an employee is disciplined by suspension, demotion, or dismissal, the Employer shall, within ten (10) days from the date of such disciplinary action, provide the employee with written reasons for such disciplinary action and a copy of such notice shall be sent to the Union.

27.03 Upon request of an employee, the Employer shall provide him/her with the

opportunity to read any documents, other than recruitment documents, on his/her personnel file. Upon his/her request, the employee shall be provided with an exact copy of any such document, other than recruitment documents.

- 27.04 Upon the employee's request, any notice of disciplinary action or any other document concerning a 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.
- 27.05 Where it is determined that an employee has been unjustly disciplined, the employee shall be reinstated without loss of pay or any other benefits which would have accrued to him/her if he/she had not been disciplined. Nothing in this Article prevents an Arbitration Board from increasing, decreasing, or otherwise revising a disciplinary award made by the Employer.

#### ARTICLE 28 - TRANSFER

- 28.01 For the purpose of this Article, a transfer means a permanent change in work location of an employee from one work centre to another work centre at least forty (40) kilometers distant.
- 28.02 An employee with at least twelve (12) months continuous service, who is to be involuntarily transferred, shall be notified by letter as far in advance as possible, but not less than sixty (60) calendar days prior to the date of transfer.
- 28.03 An employee with at least twelve (12) months continuous service, who is transferred as a result of a promotion or is involuntarily transferred by the Employer and is required by the Employer to change his/her place of residence, shall be eligible for reimbursement of expenses in accordance with the Relocation Allowance authorized by the Prince Edward Island Government's Treasury Board.
- 28.04 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.

#### ARTICLE 29 - SAFETY AND HEALTH

- 29.01 The Employer shall take every precaution to ensure the health and safety of employees. Without limiting the generality of the Employer's duty, it shall
- (a) make sure that in the workplace the necessary systems of work, tools, equipment, machines and materials are safe and without risks to health;
  - (b) acquaint each employee with any hazard to be found in the workplace in connection with the use, handling, storage, disposal and transport of any article, device, equipment or biological, chemical or physical agent;

- (c) provide such available information, necessary instruction, training and supervision as is necessary to protect an employee's health and safety;
- (d) provide and maintain in good condition protective health and safety equipment and ensure by instruction that the employee understands the correct way to use the equipment and wears it at the required time;
- (e) cooperate with the safety committee, where a committee has been established.

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

29.03 Safety committees may be established where the parties jointly determine that there is a requirement for such a committee. Where a committee is to be established, it shall comply with Section 18 of the *Occupational Health and Safety Act of Prince Edward Island*.

#### ARTICLE 30 - TECHNOLOGICAL CHANGE

30.01 Technological change is defined as any change introduced by the Employer in the manner in which it carries out its operations and services where such change significantly affects the terms and conditions, or security of employment of members in the bargaining unit.

30.02 When the Employer intends to introduce a technological change, the Employer shall provide the Union with one hundred and eighty (180) calendar days written notice of change. Such notice will also include a description of the intended change.

30.03 Where the Employer has notified the Union of its intention of introducing technological change as outlined in Article 30.02, the parties will meet within the next thirty (30) calendar days to engage in negotiations in an effort to reach an agreement on solutions to the problems arising from this intended change and on measures to be taken by the Employer to protect the employees from any adverse effects.

30.04 Technological change shall not be introduced by the Employer until all provisions of Article 30 have been complied with.

- 30.05 In the event of proposed technological changes, the Employer agrees to offer employment to its employees before hiring from the outside market in accordance with Article 38.
- 30.06 The Employer agrees to institute or place employees on a training program for those who wish to accept employment should further training be required.

#### ARTICLE 31 - LAYOFF AND RECALL

- 31.01 A layoff means a permanent or temporary reduction in workforce due to a position abolishment, lack of work or funds.
- 31.02 In the event a layoff becomes necessary, the employee with the least seniority in the position title within the bargaining unit will be given a layoff notice. Within ten (10) days of receipt of notice, this employee will be eligible to bump an employee with less service at a same or lower level position within their classification series.
- 31.03 An employee with at least twelve (12) months continuous service shall be given at least sixty (60) calendar days' notice of layoff. Employees who have not had the opportunity to work all the period of notice specified shall receive payment for the part not made available.
- 31.04 Where an employee is laid off in accordance with this Article, his/her name shall be placed on a recall list for a period of eighteen (18) months. This list shall be maintained by the Administrative Officer/General Manager.
- 31.05 In the event of a recall, the person on the recall list with the most seniority will be recalled to a position title at the same (former position) or lower level within his/her classification series. If the person notified of a recall does not report for work within five (5) days, except for just cause, the person shall not be considered for this recall.
- 31.06 For the purposes of this Article, classification series shall mean a grouping of position titles as listed below:

##### Group 1

Accounting Technician  
Administrative Officer  
Administrative Support Worker 11  
Clerk I  
Clerk II  
Clerk III  
Clerk IV  
Clerk V

##### Group 2

Elevator Lead Hand  
Elevator Worker/Operator  
Elevator Worker  
Labourer

## ARTICLE 32 - EMPLOYMENT EXPENSES

- 32.01 The Employer agrees to reimburse employees in accordance with the Province of Prince Edward Island Treasury Board Travel Directive and any subsequent revisions to the Directive when compensating employees for eligible expenses incurred while on Employer business.

## ARTICLE 33 - JOINT CONSULTATION

- 33.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter discussions aimed at the development of procedures to provide joint consultations on matters of common interest. The parties shall attempt to achieve a consensus or mutual agreement on solutions to problems.
- 33.02 The parties to any joint consultations shall consist of Corporation representatives and Union representatives.

## ARTICLE 34 - CORRESPONDENCE

- 34.01 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:	General Manager P.E.I. Grain Elevators Corporation P.O. Box 250 Kensington, P.E.I. C0B 1M0
TO THE UNION:	President P.E.I. Union of Public Sector Employees 4 Enman Crescent Charlottetown, P.E.I. C1E 1E6

## ARTICLE 35 - CASUAL EMPLOYEES BENEFITS

- 35.01 The following provisions in this Agreement shall apply to Casual employees:

(a) Union Security B Article 6 B in its entirety.

(b) Hours of Work:

The regular hours of work shall not exceed forty (40) hours per week, Monday to Saturday, inclusive.

(c) Rates of Pay:

The rate of pay for casual labourers shall effective **April 1, 2020 be \$16.48, April 1, 2021 be \$16.89, April 1, 2022 be \$17.31 and April 1, 2023 be \$17.70** inclusive of all benefits. All benefits are deemed to include vacation, sick leave and statutory holiday pay.

(d) Overtime:

Casual employees shall be entitled to overtime compensation in accordance with Article 13 and Memorandum of Understanding for all hours worked in excess of 40 hours occurring from Monday to Saturday inclusive and all time worked on Sunday.

(e) Injury on Duty:

Casual employees shall be covered by the *Workers Compensation Act*.

(f) Work on a Statutory Holiday:

Casual employees who work on a statutory holiday shall be paid at the rate of time-and-one-half for their scheduled hours worked on the holiday and double time for all hours worked in excess.

(g) Casual employees shall be entitled to two (2) days of leave with pay per year for personal reasons. Leave requests must be approved by management. No leave request shall be unreasonably denied.

35.02 Casual employees who have been employed for five (5) or more consecutive years and who work at least six (6) months continuously in each year shall be paid a five hundred dollar (\$500) bonus at the commencement of their annual work term.

#### ARTICLE 36 - SICK LEAVE

36.01 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.

#### CONTINUING EMPLOYEES

##### Accumulation

- 36.02 (a) Sick leave credits shall accumulate at the rate of one and one-quarter (1.25) days for each calendar month for which the employee receives pay for at least ten (10) days.
- (b) Maximum accumulation under this article shall be sixteen hundred and twelve

point five (1612.5) hours or seventeen hundred and twenty (1720) hours, depending on the hours of work code.

#### Advancement

- 36.03 Employees with more than one (1) year's continuous service may be provided with an advance of sick leave credits, up to a maximum of fifteen (15) days, to cover the periods for which they do not have sick leave accumulation.
- 36.04 To qualify for an advancement of sick leave credits, the following conditions must be met:
- (a) the employee must be under medical doctor's care; and
  - (b) it must be shown that the employee has not misused previously earned sick leave credits; and
  - (c) prior approval of the Employer must be obtained.
- 36.05 Sick leave credits earned subsequent to an advancement of credits shall be applied against the advanced credits.
- 36.06 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.
- 36.07 The denial of advancement of sick leave credits to an employee is not subject to the grievance procedure.

#### Granting of Sick Leave

- 36.08 All sick leave granted must be signed by the employee, specifying the nature of the illness, and certifying his/her inability to perform his/her duties, on a form prescribed by the Employer.
- 36.09 The employee may certify his/her illness without a certificate from a qualified medical practitioner when:
- (a) the sick leave has not exceeded five (5) consecutive working days; and
  - (b) in the current fiscal year, the employee has not already been granted seven (7) days sick leave on his/her own certification.
- 36.10 The employee must submit a certification from a qualified medical practitioner when:
- (a) the sick leave exceeds five (5) consecutive working days; or
  - (b) in the current fiscal year, the employee has been granted seven (7) days sick leave



on his/her own certification.

- 36.11 A declaration or medical certificate must be submitted by the employee to the Employer within seven (7) working 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 his/her absence.
- 36.12 Notwithstanding Article 36.09, a certificate from a qualified medical practitioner may be required by the Employer for any illness, regardless of length, if circumstances warrant such a requirement.
- 36.13 (a) An 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 Employer and must be submitted on return to duty.
- (c) When such substitution is approved by the Employer, the employee shall have these days credited to his/her vacation leave accumulation.

#### Unsatisfactory Performance Due to the Use of Alcohol or Drugs

- 36.14 Where an employee's job performance is unsatisfactory and is considered by the Employer to be due to the use of alcohol or other drugs and where the employee concerned voluntarily elects or is directed to undertake a full treatment and rehabilitation program approved by the Employer, the employee may be granted sick leave with pay in accordance with this Agreement.
- 36.15 An employee who is recalled in accordance with Article 31 shall be credited with previously accumulated sick leave.
- 36.16 When an employee who terminates employment with the Employer is rehired within twelve (12) consecutive months, he/she shall, upon re-employment, be credited with the amount of sick leave accumulated at the time of termination.

#### PART-TIME EMPLOYEES

##### Sick Leave Benefits

- 36.17 Part-time employees shall accumulate sick leave credits at the rate of one (1) day for each seventeen (17) full days of work or paid leave.
- 36.18 Part-time employees may be granted sick leave in accordance with sections 36.08,

36.09, 36.10, 36.11, 36.12, 36.13 and 36.14.

#### ARTICLE 37 - SENIORITY

- 37.01 Seniority means the length of service with the Employer and includes any unbroken service as an employee of the Province of Prince Edward Island prior to the establishment of the P.E.I. Grain Elevators Corporation.
- 37.02 A newly hired employee shall have his/her seniority recognized on completion of the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 37.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted at the workplace and sent to the Union and shall be kept up to date by the Employer.
- 37.04 An employee shall lose seniority in the following circumstances:
- (a) if he/she is discharged for just cause and is not reinstated;
  - (b) if he/she resigns voluntarily;
  - (c) if he/she is laid off for a period in excess of eighteen (18) months;
  - (d) if following layoff, he/she fails to accept a recall to work within five (5) days after receiving notice to do so unless just cause exists.

#### ARTICLE 38 - JOB OPPORTUNITIES AND PROMOTIONS

- 38.01 When a vacancy occurs or a new position is created, the President/General Manager shall post notice of the position on all bulletin boards for a period of not less than ten (10) calendar days prior to the closing date for application.
- 38.02 The notice shall contain the following information: nature of position, ability, qualifications, experience, skills and wage or salary rate.
- 38.03 No positions will be filled until former employees whose names are on a recall list and applications from bargaining unit employees are processed.
- 38.04 Article 37, Seniority, shall apply in filling all job opportunities and promotions within the bargaining unit.
- 38.05 All job opportunities and promotions in the bargaining unit shall be awarded to the person with the most seniority provided he/she has the ability to perform the job. Ability to do the job means ability to perform the requirements of the job following an appropriate familiarization period or following an appropriate training or trial period.

- 38.06 Unsuccessful in-service candidates shall be sent notice prior to the anticipated first day of duty of the successful applicant. Any unsuccessful in-service candidate who requests an explanation as to why he/she was unsuccessful shall be provided with the same.

#### ARTICLE 39 - STAFF DEVELOPMENT AND TRAINING

- 39.01 Wherever possible the Employer shall provide employees with the opportunity to participate in appropriate seminars, workshops or short courses offered by P.E.I. Grain Elevators Corporation, the Civil Service Commission Staff Development and Training Branch, Holland College and UPEI.
- 39.02 Where the Employer requires employees to participate in a course, seminar or workshop, all costs related to the training shall be paid by the Employer and salary and benefits shall be maintained.
- 39.03 An employee may request leave to attend a course, seminar or workshop. The employee may receive financial assistance subject to agreement between the employee and the President/General Manager.
- 39.04 An employee shall, upon completing the period of leave, return to a same position, pay level and step as the employee would have been entitled to had the leave not been taken.

#### ARTICLE 40 - DISCIPLINE PROCEDURES

- 40.01 In order to promote harmonious Labour-Management relations, the parties agree that the following procedures will be followed in the discipline of employees.
- 40.02 Supervisors should ensure that discipline is necessary before taking action which might adversely affect an employee's career. Discipline should be used only as a last resort after all other measures involved in good personnel administration have been considered.
- 40.03 The supervisor in implementing disciplinary action shall first make certain that it is the employee, and not the situation, which is in need of correction.
- 40.04 The scale of disciplinary action is as follows:

(a) Oral Reprimand

When preventive methods have failed, the employee shall be orally reprimanded. During the oral reprimand the problem is called clearly to the attention of the employee; the need for him/her to change his/her behaviour pattern is emphasized. He/she shall be informed of corrective action to take. These discussions shall be held in private; they should be well planned. The result should be agreement by the employee to correct his/her unacceptable behaviour. A specified time interval for the improvement to take place should be agreed

upon.

(b) Written Reprimand

When the oral reprimand has failed, and when it is believed that written guidance will help to get the result desired, such a written reprimand should be issued. Before such a reprimand for record is issued, the employee should be informed of the reasons for the intended recorded reprimand. A copy of the written reprimand will be placed on the employee's file.

(c) Suspension

Suspension as a disciplinary action is an enforced temporary absence from duty. When used as a disciplinary measure for misconduct or negligence, it is not necessarily preceded by less severe actions if misconduct or negligence is suddenly discovered or is very serious. Periods of suspensions are always without pay.

(d) Dismissal

This action is taken only for repeated violations or for a single serious offense.

ARTICLE 41 - AGREEMENT REOPENER

- 41.01 The contents of this Agreement may be altered at any time with the mutual consent of the parties.
- 41.02 Should either party wish to alter the Agreement, such request must be made in writing to the other party. The request shall contain the proposed amendment and a proposed date and place of meeting.
- 41.03 Within fifteen (15) days of receiving the request outlined in Article 41.02, a written response must be made by the second party, indicating whether or not a meeting shall occur.

ARTICLE 42 - TERM OF AGREEMENT

- 42.01 This Agreement shall be in effect for the period **April 1, 2020 - March 31, 2023** and shall remain in effect thereafter until it is replaced with a new agreement.

ARTICLE 43 - CLASSIFICATION APPEAL PROCEDURE

- 43.01 An employee who considers that the position held is improperly classified may request a review of the classification by submitting a letter specifying the classification level desired and the reasons for the request to the Executive General Manager.
- 43.02 Within twenty (20) days of receiving the request the Executive General Manager will

advise the employee of the decision to either recommend reclassification or not recommend reclassification to the Board of Directors of the Grain Elevators Corporation.

- 43.03 The Board of Directors shall respond within forty-five (45) days of the decision to reclassify or not reclassify the employee.
- 43.04 If the employee does not agree to the reply received, the employee may appeal the case to the Classification Appeal Board within five (5) days of the expiration of the forty-five (45) days mentioned in Article 43.03.
- 43.05 A Classification Appeal Board consisting of one (1) member appointed by the Union, one (1) member appointed by the Board of Directors and a mutually agreeable chairperson shall be named for a two (2) year period commencing as soon as possible after this Agreement is signed.
- 43.06 An appeal to the Classification Appeal Board shall be in writing specifying the reasons for the appeal and shall be sent to the Chairperson of the Classification Appeal Board.
- 43.07 The Classification Appeal Board shall, within thirty (30) days of receipt of the appeal, review the appeal and may hold a hearing on the appeal.
- 43.08 The Classification Appeal Board shall communicate its decision and reasons thereof in respect to the appeal in writing to the employee, the Board of Directors and the Union.
- 43.09 The decision of the Classification Appeal Board is binding on all parties.
- 43.10 An employee who is reclassified and eligible for a pay adjustment shall receive the adjustment within twenty-five (25) days of the date the Board of Directors or Classification Appeal Board notified the employee of its decision.

Dated at Charlottetown this 6 day of MAY, 2021.

P.E.I. GRAIN ELEVATORS  
CORPORATION



Alvin Keenan  
President

P.E.I. UNION OF PUBLIC  
SECTOR EMPLOYEES



Karen Jackson  
President



Neil Campbell  
General Manager



Kevin Gotell  
Secretary-Treasurer

Schedule AA@- Rates of Pay							
Position Title	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Clerk 1</b> 1950 hours	<b>April 1, 2020</b> Hourly	18.27	18.69	19.47			
	<b>April 1, 2021</b> Hourly	18.73	19.16	19.96			
	<b>April 1, 2022</b> Hourly	19.20	19.64	20.46			
	<b>April 1, 2023</b> Hourly	19.63	20.08	20.92			
<b>Clerk 2</b> 1950 hours	<b>April 1, 2020</b> Hourly	18.97	19.67	20.68			
	<b>April 1, 2021</b> Hourly	19.44	20.16	21.20			
	<b>April 1, 2022</b> Hourly	19.93	20.66	21.73			
	<b>April 1, 2023</b> Hourly	20.38	21.12	22.22			
<b>Clerk 3</b> 1950 hours	<b>April 1, 2020</b> Hourly	21.11	21.85	22.82			
	<b>April 1, 2021</b> Hourly	21.64	22.40	23.39			
	<b>April 1, 2022</b> Hourly	22.13	22.96	23.97			
	<b>April 1, 2023</b> Hourly	22.63	23.48	24.51			
<b>Clerk 4</b> 1950 hours	<b>April 1, 2020</b> Hourly	22.14	23.09	24.38			
	<b>April 1, 2021</b> Hourly	22.69	23.66	24.99			
	<b>April 1, 2022</b> Hourly	23.25	24.25	25.61			
	<b>April 1, 2023</b> Hourly	23.77	24.80	26.19			

Schedule AA@- Rates of Pay							
Position Title	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Accounting Technician</b> 1950 hours	<b>April 1, 2020</b> Hourly	21.87	22.77	23.65			
	<b>April 1, 2021</b> Hourly	22.42	23.34	24.24			
	<b>April 1, 2022</b> Hourly	22.98	23.92	24.85			
	<b>April 1, 2023</b> Hourly	23.50	24.46	25.41			
<b>Administrative Support Worker II</b> 1950 hours	<b>April 1, 2020</b> Hourly	22.65	23.68	24.75	25.76		
	<b>April 1, 2021</b> Hourly	23.22	24.27	25.37	26.40		
	<b>April 1, 2022</b> Hourly	23.80	24.88	26.00	27.06		
	<b>April 1, 2023</b> Hourly	24.34	25.43	26.57	27.67		
<b>Administrative Officer</b> 1950 hours	<b>April 1, 2020</b> Hourly	28.40	29.44	30.55	31.27	32.94	34.17
	<b>April 1, 2021</b> Hourly	29.11	30.18	31.31	32.05	33.76	25.02
	<b>April 1, 2022</b> Hourly	29.84	30.93	32.09	32.85	34.60	35.90
	<b>April 1, 2023</b> Hourly	30.51	31.61	32.81	35.59	35.37	36.71



Schedule AA@- Rates of Pay							
Position Title	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Labourer</b> 2080 hours	<b>April 1, 2020</b> Hourly	16.68					
	<b>April 1, 2021</b> Hourly	17.10					
	<b>April 1, 2022</b> Hourly	17.53					
	<b>April 1, 2023</b> Hourly	17.92					
<b>Elevator Worker</b> 2080 hours	<b>April 1, 2020</b> Hourly	16.34	17.03	17.69			
	<b>April 1, 2021</b> Hourly	16.75	17.46	18.13			
	<b>April 1, 2022</b> Hourly	17.17	17.90	18.58			
	<b>April 1, 2023</b> Hourly	17.56	18.30	19.00			
<b>Elevator Worker/Operator</b> 2080 hours	<b>April 1, 2020</b> Hourly	19.00	19.54	19.92			
	<b>April 1, 2021</b> Hourly	19.48	20.03	20.42			
	<b>April 1, 2022</b> Hourly	19.97	20.53	20.93			
	<b>April 1, 2023</b> Hourly	20.42	20.99	21.40			
<b>Elevator Lead Hand</b> 2080 hours	<b>April 1, 2020</b> Hourly	21.93	22.93	23.97			
	<b>April 1, 2021</b> Hourly	22.48	23.50	24.57			
	<b>April 1, 2022</b> Hourly	23.04	24.09	25.18			
	<b>April 1, 2023</b> Hourly	23.56	24.64	25.75			

- **Effective April 1, 2021, a 50 ¢ per hour premium will be paid to any Elevator Worker when operating the Dryer, Roaster, or Extruder. Premium must be authorized by Immediate Supervisor**

SCHEDULE "B"

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

THE PEI GRAIN ELEVATORS CORPORATION

(Hereinafter called the AEmployer@)

-and-

THE PEI UNION OF PUBLIC SECTOR EMPLOYEES

(Hereinafter called the AUnion@)

COMPENSATION FOR NON-HARVEST OVERTIME

The Employer and the Union agree that during the term of this Agreement compensation for non-harvest overtime will be as follows:

This Memorandum of Understanding applies to all employees in the position titles of Labourer, Elevator Worker, Elevator Worker/Operator and Elevator Lead Hand.

Notwithstanding Article 13 - Overtime - the Employer and the Union agree that all non-harvest overtime shall be compensated at the rate of straight time for the first four (4) hours worked each week and at the rate of time and one-half for all overtime hours worked in excess of four (4) hours per week, except that compensation shall be at the rate of double time for that portion of overtime that exceeds seven and one-half (7.5) or eight (8) hours of contiguous overtime. The payment of overtime or the granting of time off in lieu will be determined by the Employer.

Non-harvest overtime covers the period December 1 to July 31 during each harvest year. Notwithstanding the foregoing, the Employer may extend the harvest season beyond December 1 in any year and at any location due to extenuating or operational requirements as determined by the Employer.

All other provisions of Article 13 B Overtime B of the current Collective Agreement have force and effect.

SCHEDULE "C"

MEMORANDUM OF UNDERSTANDING #2

BETWEEN

THE PEI GRAIN ELEVATORS CORPORATION

(Hereinafter called the AEmployer@)

-and-

THE PEI UNION OF PUBLIC SECTOR EMPLOYEES

(Hereinafter called the AUnion@)

CLARITY IN CONTRACT LANGUAGE

The Employer and the Union agree to the following:

The Employer will, prior to expiration of this agreement, consult with the Union to develop a process for improving the clarity of the language of the Collective Agreement between the parties. It is agreed that this process will involve communication between the parties throughout the term of this Agreement with a view to making the appropriate improvements at the expiry of the term of this Agreement.

The goal of this process is to improve communication and understanding between the parties.