

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**COMMUNITY CONNECTIONS INC.**

**AND:**

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

**Expires: March 31, 2024**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 Community Connections Inc. is a not-for-profit organization managed by a volunteer Board, which provides a range of employment, residential, and support services to adult persons with intellectual disabilities in the region of East Prince, Prince Edward Island. In recognition of the not-for-profit and community nature of the operation, the parties agree that the purpose of this Agreement is to set forth certain terms and conditions of employment for the employees, which are not inconsistent with Community Connections Inc.'s purposes and goals.
- 1.02 It is understood that the Employer and the employees are committed to using all reasonable efforts to communicate with each other to resolve any operational or Agreement application or interpretation issues that may arise, and for the term of this Agreement to use the grievance process only as a last resort means of resolving disputes between the parties. The parties may mutually agree that where such discussions are ongoing, the seven (7) day timeline for the filing of a grievance at Step 1 in Article 21 will not begin until one party notifies the other.
- 1.03 Recognizing the forgoing, the parties agree that the purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Union and the employees, and to set forth certain terms and conditions of employment affecting employees covered by this Agreement.

## **ARTICLE 2 – DEFINITIONS**

- 2.01 “Employee” means a casual, temporary or permanent employee of the Employer.
- 2.02 “Employer” means Community Connections Inc.
- 2.03 “Permanent Employee” means an employee who is regularly scheduled to work twenty (20) or more hours per week;
- 2.04 “Casual employee” means an employee who is regularly scheduled for less than twenty hours per week and who may be called in to work as required by the Employer.
- 2.05 “Temporary employee” means an employee who is hired by the Employer to work for a specified period of time.
- 2.06 “Union” means the Prince Edward Island Union of Public Sector Employees.
- 2.07 “Union Steward” means a person elected at a Local meeting, and approved by the Union, to act on behalf of those employees.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 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, including the following:
- (a) to manage and direct employees,
  - (b) to manage its business in accordance with its commitments, responsibilities and contractual obligations to its stakeholders and clients,
  - (c) to hire, promote, transfer, assign, and retain employees,
  - (d) to train and determine training requirements and standards for employees,
  - (e) to suspend, demote, discharge, or take other disciplinary action,
  - (f) to relieve or layoff employees from duties because of lack of work or other reasons and to recall and replace employees in accordance with the Employer's requirements,
  - (g) to maintain the efficiency of operations, and to make rules and regulations to be observed by employees,
  - (h) to determine the methods, means and personnel by which such operations are to be conducted,
  - (i) to evaluate jobs, classify positions, specify the employees' duties,
  - (j) to take whatever action may be necessary to carry on operations in situations of emergency.
- 3.02 The rights set forth in Article 3.01 are by way of example and are not a limitation of the Employer's rights to manage its business without interference, in a manner not inconsistent with the terms of this Agreement.

#### **UNION ARTICLE 4 – RECOGNITION**

- 4.01 The Employer recognizes the Prince Edward Island Union of Public Sector Employees as the sole and exclusive collective bargaining agent for all employees as defined herein.
- 4.02 The Employer and an employee shall not make a written or verbal agreement which may conflict with the terms of this Agreement.

#### **ARTICLE 5 - EMPLOYEE RIGHTS**

- 5.01 The Union agrees that it will represent all employees in the bargaining unit equally and without discrimination because of Union membership or non-membership or dues payment or standing in the Union.
- 5.02 The Employer and the Union recognize that membership or non-membership in the Union is an individual employee's prerogative and that neither shall discriminate against nor coerce employees because of membership or non-membership in the Union. The Union agrees not to intimidate or coerce or allow any of its members to intimidate, coerce, or threaten any employee of the Employer in any manner.
- 5.03 The Employer agrees that it shall not discriminate against employees in their employment on the basis of:
- (a) age,
  - (b) colour,
  - (c) creed,
  - (d) disability,
  - (e) ethnic or national origin,
  - (f) family status,
  - (g) gender expression,
  - (h) gender identity,
  - (i) marital status,
  - (j) political belief,
  - (k) race,
  - (l) religion,
  - (m) sex, sexual orientation, or
  - (n) source of income of any individual or class of individuals.

The foregoing terms shall be interpreted and applied in a manner consistent with the Human Rights Act.

- 5.04 The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer agrees to take such disciplinary action as it determines is necessary respecting sexual harassment in the workplace, and in accordance with the Employer's Sexual Harassment Policy.
- 5.05 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee; or
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 5.06 An employee who wishes to pursue a concern arising from sexual harassment may submit a grievance in writing to the Employer at Step 1 of the Grievance process in Article 21.
- 5.07 Maintaining a respectful workplace for all employees and clients is a shared responsibility of both the employees and the Employer. As such, the Employer and the Union agree that at Labour Management Committee Meetings they shall discuss information and ideas which will enhance the promotion of a respectful workplace for all employees and clients.
- 5.08 Where a disability is established pursuant to the Human Rights Act, the Employer, the Union and the employees recognize their shared responsibility to assist and cooperate in the accommodation process.

#### **ARTICLE 6 - UNION DUES**

- 6.01 Every employee in the bargaining unit is required to pay Union dues. The Employer shall 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 this Article. The Union may notify the Employer each January of any changes to the authorized dues to be deducted from the employees' pay.
- 6.03 Dues shall be deducted as follows depending upon an employee's biweekly gross salary:
- (a) Less than \$100.00, no dues shall be deducted;
  - (b) \$100.00 but less than \$200.00, one-third (1/3) of the authorized dues;
  - (c) \$200.00 but less than \$520.00, two-thirds (2/3) of the authorized dues; and
  - (d) \$520.00 or more, the full amount of the 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 employees and the amount deducted on their behalf.
- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application or administration of this Article.

#### **ARTICLE 7 – INFORMATION AND BULLETIN BOARDS**

- 7.01 The Employer shall provide all employees, upon appointment, with written notification stating their type of employment and initial reporting supervisor.
- 7.02 The Employer shall indicate on each employee's income tax (T4) slip the total amount of union dues deducted for the previous tax year.
- 7.03 In January of each year the Employer shall provide the Union with a list of current employees, dates of hire and classification.
- 7.04 An employee shall be entitled to review the employee's personnel file. The employee shall give the Employer two (2) days' notice prior to reviewing their file, which shall be reviewed in the presence of an Employer representative.
- 7.05 In accordance with the Employer's current payroll system, when a payday falls on a holiday, the payday shall be the last working day prior to the holiday. In the event the payroll system changes, the Employer agrees that it shall provide the Union with notice of same.
- 7.06 The Employer agrees to provide space on a bulletin board/binder at the Employer's work locations which may be used by the Union to post the following:
- (a) notices of Union meetings,
  - (b) notices of Union elections and results,
  - (c) notices of Union recreational and social events,
  - (d) Union newsletters,
  - (e) other notices concerning Union affairs.
- 7.07 The Employer agrees that the Union shall make available to employees a copy of the current Collective Agreement, by placing copies of same in an area of the Main Office designated by the Employer.

## **ARTICLE 8 – TRAINING AND DEVELOPMENT**

- 8.01 An employee, with the approval of the Employer, as determined in the Employer's sole discretion, may be granted time off with or without pay to attend approved training and/or may be granted permission to have expenses related to the training reimbursed by the Employer.

## **ARTICLE 9 – VACANCIES**

- 9.01 (a) When the Employer determines that there is a vacancy which it intends to fill, it shall post notice of the vacancy on the workplace bulletin boards for seven (7) days, so that all employees shall know about the vacancy. Without restricting the Employer's recognized management rights, the parties recognize the Employer's right to not fill a position which is vacated, and/or to redistribute all or some portion of the vacated hours of work to existing employees who do not have at least 37.5 hours of regularly scheduled work. In the event the Employer determines to redistribute hours of work to existing employees, it shall inform the Union of same.
- (b) No employee who has been appointed to a temporary position within the last year, shall be eligible to apply for any posted temporary position. No employee who has been appointed to a non-temporary position within the last year shall be eligible to apply for a posted non-temporary position.
- (c) The job posting shall identify the classification, current location of the work, current number of hours of work, and rate of pay.
- 9.02 The Employer may elect to advertise externally for any position posted. The Employer shall determine which applicants meet the Employer's posted requirements, and shall conduct a competition for the position from among those applicants. The Employer agrees to give due consideration to the principal of promotion from within, in assessing the applicants in a competition. When the Employer determines the successful candidate, the Union shall be advised of which applicant is declared the successful applicant by the Employer.
- 9.03 In the event two existing employee applicants are determined by the Employer to be equal, preference shall be given to the existing employee applicant with the most seniority. In the event an existing employee applicant is determined by the Employer to be equal to an external applicant, preference shall be given by the Employer to the existing employee applicant.
- 9.04 Probationary Period: All new employees or existing employees who are not permanent employees hired for a position shall undergo a probationary period of 1040 regularly scheduled hours of work. Conditional on satisfactory performance as determined by the Employer, the employee shall be awarded the position upon completion of the

probationary period. A probationary employee may be dismissed by the Employer if it is determined by the Employer that the probationary employee is unsatisfactory.

- 9.05 Trial Period for Permanent Employees: The successful applicant shall be placed on trial in the new position for a period of five hundred and twenty (520) regularly scheduled hours of work. The trial period may be extended by the Employer for not more than an additional one hundred and sixty-two and a half hours (162.5) of regularly scheduled hours of work, or shortened by the Employer on agreement with the Union. Conditional on satisfactory service, the employee shall be declared permanent in the position after successful completion of the trial period. In the event the employee is found by the Employer to be unsatisfactory during the trial period, or the employee chooses to return to their former position, the employee shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.
- 9.06 Where an employee returns to their former position and the Employer had hired a new employee to fill that former position, the new employee, at the discretion of the Employer may be awarded the position that was vacated without the need for another posting of that vacated position, as long as all other internal candidates for the initial vacated position are considered.

## **ARTICLE 10 – RATES OF PAY**

- 10.01 For the term of this Agreement, the rates of pay for classifications in the bargaining unit shall be in accordance with Schedule "A", which forms part of this Agreement.
- 10.02 Employees' rates of pay shall be adjusted to the appropriate step, as follows:
- (a) Employees who are regularly scheduled for at least 37.5 hours of work per week and who have received a satisfactory performance evaluation in (c) below, shall move from their current rate of pay to the next step of pay, where available, on their anniversary date. It is understood that an employee's anniversary date for the purposes of this article, shall be the date on which an employee has completed twelve (12) months of regularly scheduled work of at least 37.5 hours per week since the date of their last step increase. Time taken off with pay for vacation, or sick leave shall not be deducted from calculation of the twelve (12) month period.
  - (b) Employees who are regularly scheduled for less than 37.5 hours of work per week and who have received a satisfactory performance appraisal in accordance with (c) below, shall move from their current rate of pay to the next

step of pay, where available, upon working 1950 regularly scheduled hours, including sick time and vacation time taken, in their current step.

- (c) Within one month of an employee becoming eligible for a pay step increase the employee shall submit to the Employer the employee's completed self-evaluation form, on the form provided by the Employer, and within six weeks of receipt of same, the Employer shall provide the employee with their completed performance evaluation, which the employee shall sign, to show receipt of same. Where the employee receives a performance evaluation satisfactory to the Employer, the employee shall be able to advance to the next step of pay, where applicable, effective on the date the employee became eligible for the pay step increase.
  - (d) Where an employee does not receive a satisfactory performance evaluation, the employee shall only become eligible for a step increase where the Employer determines that the employee has been able to achieve and maintain a satisfactory performance for at least three consecutive months.
- 10.03 Where the Employer creates a new classification of employees during the term of this Agreement, the Employer shall consult with the Union regarding the applicable rate of pay. Where the Employer and the Union do not agree on the rate of pay, the Employer shall set the rate of pay, which shall be in effect till the expiration of the current Agreement.
- 10.04 Lead Hand: The Employer shall have the right to appoint from time to time one or more lead hands, who shall have such supervisory duties as the Employer shall advise. When appointed by the Employer as a lead hand on a shift, the employee shall receive \$1.00/hour in addition to their regular rate of pay, for all hours worked as a lead hand.
- 10.05 Expression of Interest for Lead Hand Work: To ensure that all employees have the opportunity to make it known to the Employer that they are interested in lead hand work, employees may at any time advise the Employer that they wish to be considered for lead hand work. It is understood that the Employer is not limited in its appointments of lead hands to only the employees who have expressed interest pursuant to this Article.

## **ARTICLE 11 - HOURS OF WORK**

- 11.01 (a) Hours of Work: The Union recognizes that the hours of work and schedules of work of the employees, are determined by the Employer based upon the needs

of the Employer's operations, as they exist from time to time. However, the Employer shall endeavour to maintain the number of hours of work that an employee is hired to perform.

- (b) The Employer may require an employee to stay awake for some or all sleep over hours, in which case, the employee shall be paid at their regular rate of pay for the sleep over hours worked. The minimum number of paid hours that an employee will be scheduled for in addition to an unpaid sleep over time will be eight hours.
- (c) Where an employee is required to work outside their scheduled work time, the Employer shall endeavour to give at least four (4) hours of notice, unless the situation does not permit.

11.02 Meal Breaks: Meal breaks for employees shall be determined by the Employer consistent with its unique operational requirements. In general, employees working in Day Services shall have a one-half hour unpaid meal break. In the event a Day Services employee is required by the Employer to take a working lunch, the Employer may let the employee:

- (a) Leave work one half (1/2) hour early that day; or
- (b) Leave one half (1/2) hour early the next day; or
- (c) If agreed between the Employer and the employee, come in one half (1/2) hour late the next morning.

In the event the employee has not been given time off in accordance with this article, the employee shall be able to bank the one (1/2) half hour of time as time in lieu.

Employees working in Residential Services shall eat their meals while working, and at time(s) as operational requirements permit.

11.03 Where reasonably possible, the work schedule for residential employees shall be posted by the Employer at least two weeks in advance and in the event a posted work schedule is changed, the affected employees shall be given as much notice of the changes as operational considerations permit.

11.04 Subject to provisions elsewhere in this Agreement, an employee's posted work schedule shall provide for two consecutive days off per week, unless the employee agrees otherwise. There shall be no scheduled split shifts or double shifts, unless the employee agrees to same.

11.05 For employees working in residential services, they shall be scheduled for a minimum of one weekend off (meaning they shall not be scheduled for a shift that starts on a Saturday and Sunday) per calendar month, unless circumstances do not permit, in which case, the Employer shall consult with the affected employees and their Union

Steward prior to implementation of a new shift schedule, the employee agrees to an alternate work schedule or the regular work schedule is an ongoing series of days worked followed by days off (as for example, a four (4) day on four (4) day off shift schedule).

- 11.06 An employee's scheduled hours of work shall not be changed for the sole purpose of avoiding the payment of overtime, unless the employee agrees to such change.
- 11.07 Shift Changes: Where an employee wishes to change their shift from their scheduled shift, the employee must request and receive permission for the change from their Supervisor in advance of the shift change occurring.
- 11.08 Where a residential employee is regularly scheduled for less than thirty-seven and one half hours (37.5) hours per week, the residential employee shall have preference for extra hours which may from time to time become available in the home they are regularly scheduled to work in up to thirty-seven and one half (37.5) hours per week, provided they have the skills, abilities and qualifications for the client(s) they will be working with. Where a day services employee is regularly scheduled for less than thirty-seven and one half (37.5) hours per week, they shall have preference for extra hours which may become available within their work area, up to thirty-seven and one half (37.5) hours per week, provided they have the skills, abilities and qualifications to perform the work required. For clarity, this provision is not intended to affect the Employer's right to redistribute work pursuant to Article 9 of this Agreement.

## **ARTICLE 12 – STATUTORY HOLIDAYS**

- 12.01 Statutory Holidays: For the purposes of this Agreement, the statutory holidays shall be as follows:
- (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 Day
  - (k) Boxing Day
  - (l) One additional day in a year, that in the opinion of the Employer, 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.

- 12.02 All employees except casual employees shall be entitled to paid leave for the designated statutory holidays provided:
- (a) they are paid for their scheduled shift either immediately before or immediately 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:
    - (i) on their regularly scheduled working day immediately prior to the holiday; or
    - (ii) on their regularly scheduled working day immediately following the holiday; or
    - (iii) on the holiday; and
  - (e) they have been employed for the last thirty (30) days.
- 12.03 Casual employees who work on a designated statutory holiday shall be paid at the rate of time and one half (1.5) for all hours worked on the statutory holiday.
- 12.04 Employees, other than casual employees, who are entitled to receive statutory holiday pay shall be compensated for a statutory holiday as follows:
- (a) Residential Services employees who work a statutory holiday shall receive one and one half (1.5) their regular rate of pay for all hours worked on the statutory holiday (excluding unpaid sleep over hours) and they shall receive banked time equal to 10.00% of their average bi-weekly paid scheduled hours.
  - (b) Residential Services employees who do not work on a statutory holiday receive banked time equal to 10.00% of their average bi-weekly paid scheduled hours.
  - (c) Day Services employees who do not work on a statutory holiday receive the day off with pay if the statutory holiday falls on a regularly scheduled working day, or if the statutory holiday falls on a day that is not a regularly scheduled working day, Day Services employees receive the next regular working day off with pay.
  - (d) Day Services employees who work a shift in Residential Services shall receive time and a half (1.5) for all hours worked on the statutory holiday and their regular day of pay in Day Services.
- 12.05 When a holiday falls in an employee's vacation leave, it shall constitute a holiday day and not a vacation day.

## **ARTICLE 13 - OVERTIME**

- 13.01 The Employer may require any employee to work beyond the prescribed hours of work to meet operational requirements or in cases of emergency. Overtime must be authorized by the employee's Supervisor or the Executive Director.
- 13.02 Subject to Article 13.03, overtime hours worked in excess of the regularly scheduled hours per week as per the Employment Standards Act shall be paid out at the rate of 1.5 times the employee's regular rate of pay, unless the employee agrees with the Employer that the overtime worked shall be taken in time off at straight time. Subject to Article 13.03, the Employer shall have the right prior to assigning additional hours to an employee to determine if the employee agrees to take time off at straight time, and if not, to assign the additional hours to another employee.
- 13.03 If an employee is willing to work more than forty-eight (48) hours per week and receive pay at straight time, the employee must submit their name in writing to the employee's Supervisor and to Human Resources and the Employer will maintain a list of employees on this list. Once submitted, the employee's name shall remain on the list for a minimum period of six (6) months, after which time an employee may remove their name from this list by notice in writing to their Supervisor and to Human Resources.
- 13.04 An employee must work at least fifteen (15) minutes beyond the employee's normal daily hours of work before being eligible for compensation. Time worked in excess of the employee's regular scheduled hours of work, including the first fifteen (15) minutes, shall be compensated in the form of pay at straight time or time in lieu at straight time provided the employee has worked less than forty-eight (48) hours in that week 13.03 or where the employee is on the list pursuant to Article. All time shall be calculated to the nearest fifteen (15) minutes.
- 13.05 Permanent, probationary and temporary employees who are requested by the Employer to attend staff meetings during off-duty hours are working beyond the prescribed hours of work and shall be entitled to pay at straight time or time in lieu at straight time, at the employee's choice.
- 13.06 A Day Services employee may not accumulate more than thirty (30) hours of time in lieu at any time and a Residential Services employee may not accumulate more than forty (40) hours of time in lieu at any time. All time in lieu accumulated in excess of the thirty (30) hours for Day Services employees and the forty (40) hours for Residential Services employees, shall be paid out by the Employer.
- 13.07 Day Services employees who work extra hours in residential services cannot accumulate time in lieu for those hours worked. All such time will be paid out to employees at their applicable rate of pay.

13.08 Residential employees who work extras hours in day services or at residential houses, other than the one they are regularly scheduled to work, cannot accumulate time in lieu for those hours worked. All such time will be paid out to employees at their applicable rate of pay.

13.09 Where an employee is required by the Employer to remain at work after the end of their regularly scheduled shift, the employee shall be paid as follows:

(a) for time worked of four hours or less, the employee shall be paid their regular rate of pay; and

(b) for time worked in excess of four (4) hours, the employee shall be paid at time and one half (1.5) the employee's regular rate of pay.

For clarity, the payment of overtime in (b) above includes only time worked in residential services or in day services while the employee is performing their regular duties. It does not include such things as, time spent at a staff meeting or in training, etc.

#### **ARTICLE 14 – VACATION**

14.01 Vacation Pay: Employees shall be entitled to vacation with pay in accordance with the following:

(a) Employees who work at least 37.5 hours per week shall earn vacation credits, as follows:

ACCUMULATION TABLE	
0 - 12 continuous completed months	10 days/75 hours
13 – 60 continuous completed months	15 days/112.5 hours
61 – 120 continuous completed months	18 days/135 hours
121 – 180 continuous completed months	20 days/150 hours
<b>181-240 continuous completed months</b>	<b>21 days/157.5 hours</b>
Greater than 240 continuous completed months	25 days/ 187.5 hours

For the purposes of calculating vacation entitlement a day shall be equal to 7.5 hours of work. For all other employees their vacation entitlement shall be pro-rated to the number of hours worked below 37.5 per week. For employees working in Residential Services, a regular work week shall be 40 hours.

14.02 The Employer reserves the right to shut down operations for a period of time and to assign vacation leave for this period. For clarity, there shall be no practice set from a decision on the part of the Employer to shut down operations in a year, or a decision

not to shut down operations in a year. **Notwithstanding the above, employees may elect to take this time off without pay.**

- 14.03 The Employer shall post a vacation schedule by February 1 of each year so that employees can provide notice of their desired vacation times. The vacation schedule shall remain posted until March 1. The Employer shall notify employees of their approved vacation times by not later than March 15. In the event two or more employees apply for the same vacation period, the senior employee shall be given preference for that vacation period. All other vacation leave requests shall be made to the Employer on the Employer's approved form, and they shall be dealt with by the Employer on an as received basis.
- 14.04 Employees, other than probationary employees, may be able to take up to two weeks of unearned vacation credits at any time in a fiscal year. All other vacation credits shall only be able to be used as they are accumulated. All vacation leave must be approved in advance by the **Employer** or designate. Subject to operational requirements, the Employer shall endeavour to grant vacation leave requests as received.
- 14.05 Probationary employees shall not be entitled to take vacation leave **or sick leave** in advance of earning same.
- 14.06 An employee's estate shall not be required to be paid for any unearned vacation credits in the event of the death of an employee.
- 14.07 Employees may carry over a maximum of one week of vacation credits into the next fiscal year provided the employee gives written notice to the Employer by February 15 of the current year. All other unused vacation credits shall not be carried over from one year to the next.
- 14.08 Temporary employees who are hired for a term of six (6) months or less shall earn four percent (4%) vacation pay which shall be included in the employee's regular pay. Temporary employees who are hired for a term of greater than six (6) months shall earn prorated sick and vacation benefits on regularly scheduled hours of work. Vacation benefits earned but not used at the end of the employee's term shall be paid out. Sick time not used at the end of the employee's terms is not paid out and is not accumulated for any future term of period of employment.
- 14.09 Casual employees do not earn sick benefits and shall be paid vacation pay biweekly at the rate of 4% of their wages.
- 14.10 Notwithstanding Article 14.04:

- (a) Day Services employees are not permitted to use more than a cumulative total of seventy-five (75) hours of unearned vacation or sick leave at any time; and

- (b) Residential Services employees are not permitted to use more than a cumulative total of eighty (80) hours of unearned vacation or sick leave at any time.

14.11 An employee who requests to take regularly scheduled day(s) off as vacation time, other than vacation requests under A.14.03, at least two (2) weeks in advance of the beginning of the requested time off, who is denied the vacation time requested, shall be able to carry over up to three (3) days of denied vacation leave to the next fiscal year. This time must be used by the Employee in the first three months of the next fiscal year (i.e. taken by June 30), or it will be paid out by the Employer. It is understood that the expectation of an employee who has vacation time denied is that the employee will reschedule their vacation time in the year it is earned if reasonably possible.

#### **ARTICLE 15 – SPECIAL LEAVE**

15.01 Periods of special leave in excess of those permitted in this Article may be granted by the Employer in exceptional circumstances in the sole discretion of the Employer.

#### **15.02 Maternity, Adoption, Parental (MAP) Leave**

- (a) The Employer shall grant a leave of absence without pay for reasons of maternity, adoption and parental leave in accordance with the provision of the Employment Standards Act. An employee on birth or adoption leave shall continue to accrue seniority.
- (b) An employee who is entitled to maternity leave shall be permitted to apply for five (5) sick days sick leave credits against the one (1) week waiting period specified by the Employment Standards Act, provided the employee has sick leave credits available.
- (c) An employee not otherwise on maternity, adoption or parental leave shall be granted one (1) day of leave with pay on the occasion of the birth or adoption of their child.

#### **15.03 Grievance and Arbitration**

A Union Steward shall not suffer any loss of pay or benefits for the time involved in meeting with the Employer in the grievance procedure. A Union Steward shall not leave their workplace without prior approval of the Employer.

15.04 Negotiations

The Employer shall provide leave with pay and benefits for up to two employees for the purposes of attending collective bargaining sessions with the Employer on behalf of the Union and leave without pay for up to two additional employees to attend collective bargaining sessions with the Employer on behalf of the Union.

15.05 Leave for Union Business

Where the Employer determines that there will be no undue interruption of its operations or, recognizing the importance of employee-client relationships, its client services, the Employer will provide leave without pay to a bargaining unit employee to attend meetings concerning Union business.

15.06 Election Leave

Employees who are eligible to vote are entitled to leave in accordance with the provisions of the Elections Act (PEI) and the Elections Act (Canada).

15.07 Leave of Absence

Upon request, the Employer may, in its sole discretion, grant an employee a leave of absence without pay and benefits for a period of up to one (1) year. An employee on a leave of absence remains subject to the terms of this Agreement.

15.08 Court Appearances

An employee will be granted leave in accordance with the Jury Act for the purposes of jury duty.

15.09 Bereavement

- (a) In the event of the death of an employee's parent, spouse, son or daughter, the employee upon request shall be granted leave with pay for up to five (5) consecutive days beginning on the day the death occurred or the day immediately following.
- (b) In the event of the death of an employee's grandparent, brother, sister, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or of any person permanently residing in the employee's home, the employee upon request shall be granted leave with pay for up to three (3) consecutive days beginning on the date of death or the day immediately following.

- (c) In the event of the death of an employee's aunt, uncle, niece or nephew, the employee upon request shall be entitled to one (1) day of leave with pay to attend the funeral.
- (d) If an employee is on approved vacation leave and the employee would otherwise be entitled to bereavement leave, the employee shall have an equal number of vacation days credited back to the employee.
- (e) **Employees may defer one (1) day of bereavement leave as set in A.15.09(a) – (c) for a maximum of six (6) months in the event that the funeral/burial is delayed.**

#### 15.10 Long Term Disability Leave

An employee who qualifies for LTD benefits may be granted leave without pay by virtue of being eligible for LTD benefits. The employee must provide a doctor's note as well as proof of acceptance for LTD benefits by the group insurance provider. The maximum amount of leave under 15.10 is 12 months past the employees last day of work.

#### 15.11 Compassionate Care Leave

- (a) Leave without pay and benefits may be granted to an employee who has to be absent from work to provide care or support to a gravely ill spouse, parent, child or sibling who is at risk of dying within twenty-six (26) weeks. Care or support to a family member means:
  - 1. providing physiological or emotional support;
  - 2. arranging for care by a third party; or
  - 3. directly providing or participating in care.
- (b) An employee may be required to provide a medical certificate indicating that the gravely ill family member needs care or support and is at risk of dying in twenty-six (26) weeks.
- (c) The maximum amount of leave under this Article is twelve (12) months past the employee's last day of work.

### **ARTICLE 16 - SICK LEAVE**

**(NOTE: See Memorandum of Understanding re: Sick Leave, in force until March 31, 2024)**

- 16.01 Sick leave means the period of time an employee is permitted by the Employer to be absent from work to attend medical or dental appointments or procedures or to be absent from work by reason of sickness, excluding injury on duty.
- 16.02 For employees who are regularly scheduled to work twenty hours per week or more, sick leave credits begin to accumulate on an employee's first day of work, at the rate

of 5.7692% per scheduled hour of work, to a maximum number of sick leave credit hours per year of 112.5. **Beginning on April 1<sup>st</sup> of each year, the Employer shall credit by-weekly to the employee's individual sick bank the employee's sick leave credit accumulation for that two week period** (which may be adjusted for periods of leave taken without pay for which no accumulation is earned, or if the employee's regularly scheduled hours of work are adjusted), which the employee may use during the course of the year. There is no carry over of unused sick leave credits from year to year.

- 16.03 In the event an employee's employment is terminated for any reason, and the employee has used sick time that was not earned at the date of termination, the Employer may deduct from any monies or pay owed to the employee the value of the unearned sick time.
- 16.04 An employee who will not be attending scheduled work because of sickness must notify their supervisor as early as possible so that appropriate alternate staffing arrangements can be made.
- 16.05 An employee who is out on sick leave for three or more consecutive days shall provide a certificate of sickness from their physician or nurse practitioner applicable to the time they were off work, immediately upon their return to work.
- 16.06 The Employer shall require any employee to provide a certificate of sickness from their physician for any period(s) of sick leave taken in a year in excess of five (5) cumulative days of 7.5 hours or in excess of 44 hours in Residential Services or at any time the Employer determines that improper use of sick leave or a pattern of sick leave is occurring.
- 16.07 Sick leave credits shall have no cash surrender value upon the termination of employment of an employee. Sick leave credits earned during any period of temporary employment are not able to be carried forward to any other term or period of employment. Where an employee works successive terms of temporary employment with no break in the employee's employment between the terms, the employee shall not lose their sick leave benefits during the successive terms of temporary employment.
- 16.08 An employee who becomes ill while on vacation leave may substitute that period while ill with sick leave credits if the employee provides the Employer with a certificate from their doctor applicable the period of sick time, immediately upon their return to work.
- 16.09 An employee may be granted permission to use their accumulated sick leave credits to provide care or transportation for hospital, medical or dental treatments for the employee's parent, spouse, child, or other relative who permanently resides with the employee. Where leave under this provision is sought for more than one day, the

employee must provide a medical certificate or other proof satisfactory to the Employer for the applicable time off. Sick leave credits utilized under this provision shall be limited to a maximum amount of forty (40) hours in any year. It is the expectation of the Employer that every effort will be made by the employee to schedule such appointments on the employee's day(s) off, or that every effort will be made by the employee to arrange alternate assistance for such appointments.

16.10 Certificate of Sick Leave: Where an employee is required pursuant to this Article to provide the Employer with a certificate of sick leave, such certificate shall be provided by a physician or nurse practitioner who saw the employee on the day(s) for which paid sick leave is requested and shall be provided to the Employer immediately upon the Employee's return to work.

16.11 Notwithstanding Article 16.02:

- (i) Day Services employees are not permitted to use more than a cumulative total of seventy-five (75) hours of unearned vacation or sick leave at any time; and
- (ii) Residential Services employees are not permitted to use more than a cumulative total of eighty (80) hours of unearned vacation or sick leave at any time.

**16.12 Probationary and temporary employees of less than six (6) months shall not be entitled to take sick leave in advance of earning same.**

#### **ARTICLE 17 EXPENSES AND ALLOWANCES**

17.01 An employee who has been authorized to use their own motor vehicle for the Employer's business and who uses their vehicle for a cumulative daily amount of fifteen (15) kilometers or less may claim a minimum daily mileage allowance of six dollars (\$6.00) (or forty (0.40) cents per kilometer).

17.02 An employee who has been authorized to operate their own motor vehicle for the Employer's business and who travels more than the cumulative amount of fifteen (15) kilometers in a day, may claim reimbursement for those kilometers at the rate of forty-three (0.43) cents per kilometer.

17.03 An employee on approved Employer business who does not return home daily shall be reimbursed for meals on the following basis up to a maximum of forty dollars (\$40.00) daily, including taxes and tips:

Breakfast     \$8.00

Lunch         \$10.00

Dinner        \$22.00

- 17.04 Reimbursement for paid parking for business purposes is paid upon presentation of receipt.
- 17.05 **Employees who are authorized by the Employer to use their personal vehicle to deliver the Journal Pioneer flyers shall be eligible for a service use allowance of Five Dollars (\$5.00) per day in addition to the allowance specified in this Article.**

#### **ARTICLE 18 – INSURANCE AND PENSION**

- 18.01 The Employer agrees that it shall maintain a group insurance plan, which includes medical, dental, travel, accidental death and dismemberment, Life Insurance and Dependant Life Insurance and Long Term Disability, for its employees for the duration of this Agreement.
- 18.02 Eligibility for coverage in the group Insurance plan shall be as determined by the terms and conditions set down by the Group Insurance Carrier. All employees eligible for coverage under the Plan shall participate in the Plan, except that any employee covered by an alternate plan can be exempted from the Employer's group insurance plan.
- 18.03 The total cost of the group insurance plan, shall be shared equally by the Employer and the employee on a 50/50 basis. The employee shall pay 100% of the cost of their LTD coverage. In the event the Employee's 50% share of the group insurance plan is not sufficient to cover 100% of their LTD premiums, the employee shall be responsible for contributing the difference.
- 18.04 The employee and the Employer shall each contribute equally to the registered retirement plan at the rate of 7.5% of eligible (37.5 regularly scheduled to a maximum of 40 hours per week) earnings. (Employees working in Day Services to a maximum of 37.5 regularly scheduled hours per week; employees working in Residential Services to a maximum of 40 regularly scheduled hours per week). It is understood that contributions to the registered retirement plan by the Employer are in addition to the Employer's required contribution to the Canada Pension Plan.

#### **ARTICLE 19 - LAY-OFFS AND RECALLS**

- 19.01 **Factors:** The factors to be considered when a lay-off, or recall from a lay-off, of employees occurs shall include, but not be limited to:
- (a) the specific operational needs of the Employer, as they exist from time to time;

(b) employee skills, abilities and qualifications.

- 19.02 Layoff Procedure: In the event the Employer determines to issue a notice of layoff to an employee(s), the Employer shall, prior to issuance of a notice of layoff to the affected employee(s), notify the union of the pending layoff.
- 19.03 Day Services Employee(s) Layoff: Where the Employer determines to layoff a Day Services employee(s), the layoff shall be in the reverse order of seniority, provided the employees remaining have the necessary skills, abilities and qualifications required to do the work.
- 19.04 Residential Services Employee(s) Layoff: Where the Employer determines to layoff a Residential Services employee(s), the layoff shall be in the reverse order of seniority in the residential home affected, provided that the remaining employees have the necessary skills, abilities and qualifications required for the clients in the home.

Where in a layoff up to three residential employees are laid off, they may, in order of their seniority, be able to bump into the equal number of most junior residential employee positions in the bargaining unit, provided they have the necessary skills, abilities and qualifications for the position.

For clarity, the following are examples of how the bumping may occur:

Example 1:

Residential House A - 2 junior employees laid off - Employee 1 and 2.

The two least senior positions in the bargaining unit are:

House A - 1 position

House B - 1 position

The most senior laid off employee - Employee 1 - may bump the employee in House B.

The junior laid off employee - Employee 2 - has no position to bump into, as she is the most junior residential employee in the bargaining unit; she goes onto the priority casual list.

Example 2:

Three residential employees in a home are laid off.

The three most junior residential employees in the bargaining unit are in other homes.

The most senior laid off residential employee is not qualified for the two most junior positions, but is able to do the third most junior position and bumps into that position.

The second most senior laid off employee worked 40 hours per week, and is qualified for both of the remaining positions, but the most junior position is a 20 hour position and the second most junior one is 40 hours; the employee bumps into the 40 hour position.

The least senior laid off employee works 40 hours but can only bump into the 20 hour position.

- 19.05 In the event a laid off employee is not able to bump in accordance with the terms of this Article, the employee shall be placed on the casual call list, and shall be entitled to receive priority calls for any work for which they have the necessary skills, abilities and qualifications, until an alternate equivalent position for the employee is found.
- 19.06 (a) Every employee shall be entitled to two (2) weeks of notice of layoff prior to the effective date of layoff. If a verbal notice of layoff is given it shall be subsequently confirmed in writing and a copy provided to the employee.
- (b) Employees who have not had the opportunity to work the two weeks of notice period in (a) above, shall be paid their regularly scheduled wages for the period of time not worked.
- 19.07 Recall Procedure: The Employer shall give notice of recall for a bargaining unit position by telephone or e-mail. Each employee must keep the Employer informed of the employee's present telephone number, email address and mailing address. The employee who fails to do so shall forfeit their right of recall. Where employees are on layoff, they shall be given first consideration for any new positions that the Employer determines to staff, provided the Employer determines that they have the required skills, abilities and qualifications to do the work.
- 19.08 Forfeiture of Recall Rights: If an employee declines an offered position within the bargaining unit, fails to respond to a notice of recall within 24 hours from the date of receipt of the original notice, or fails to report to work when required, such employee shall be considered to have resigned and shall forfeit their recall rights. Should such employee be prevented from returning to work due to documented illness or accident the employee shall retain their recall rights. The employee shall be required to show proof of such illness or accident before being returned to the recall list.

## **ARTICLE 20 - INJURY ON DUTY**

- 20.01 Where an employee is injured on duty, and requires immediate medical attention, the employee shall be entitled to seek same. If the employee is absent from work on the day on which the injury occurs, the employee shall not lose any pay for time spent seeking such medical attention. If the employee requires transportation to seek medical attention the Employer shall provide same. If there are costs incurred in providing transportation and the employee has medical benefits which provide for payment of same, the employee shall access such reimbursement, before seeking any reimbursement from the Employer.
- 20.02 When an employee's injury is covered under the provisions of the Workers' Compensation Act and the Workers' Compensation Board determines that the employee shall be paid workers' compensation benefits, the employee shall be given leave without pay for the period of time that workers' compensation benefits are paid

not to exceed two years.

- 20.03 During the leave of absence without pay in Article 20.02, an employee shall be entitled to participate in and receive cost sharing of the premiums in the group medical plan for up to one (1) year, and if the employee chooses, the employee may remain on the group medical plan and pay one hundred (100) percent of the plan premiums for up to one additional year, provided the employee continues to be in receipt of workers' compensation benefits. The employee shall be responsible for providing the Employer with the employee's share of the group medical plan premiums in advance of the date upon which they are to be paid. In the event the employee fails to make payment, the employee's coverage shall be suspended until the premiums are brought up to date.

## **ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **21.01 Policy**

The Employer and the Union wish to provide for an orderly system of resolving differences, in an effort to promote a harmonious and co-operative relationship between the parties, and as such have agreed to the following grievance and arbitration processes.

- 21.02 Definition of Grievance: A grievance is defined as a written complaint by the Union or the Employer regarding a difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, including any question as to whether a matter is arbitrable.

### **21.03 Grievance Process**

#### **Informal Step**

Should an employee have a grievance, it shall first be discussed with the Coordinator of Human Resources, not later than seven (7) calendar days from the date of the incident that gave rise to the grievance. The purpose of this discussion is to explore the employee's concern with the purpose of reaching a resolution to the matter.

#### **Step 1**

Failing resolution of the matter at the informal step, within seven (7) calendar days of the discussion with the Coordinator of Human Resources as indicated above, if the employee wishes to pursue the matter, then the Union may provide a written grievance to the Executive Director.

Within seven (7) calendar days of receipt of the grievance, the Executive Director, or designate, will discuss the grievance with the employee and the Union. The

Executive Director, or designate, will render a decision in writing to the Union within seven (7) calendar days of the date of this discussion.

Step 2

Should the grievance be unresolved at Step 1, the Union may refer the matter to arbitration by notice in writing to the Executive Director, or designate, within fourteen (14) calendar days of receipt of the decision at Step 2.

- 21.04 An employee considered by the Union to be unjustly discharged shall be entitled to file a grievance at Step 2 of the grievance procedure. The grievance shall be filed within fourteen (14) days of the date of termination.
- 21.05 Where the grievance is filed by the Employer it shall be submitted to the Union directly. Where the grievance filed by the Union is a policy grievance it may be filed at Step 1 of the Grievance Procedure.
- 21.06 Compliance with Grievance Procedure: No matter may be submitted to arbitration unless the foregoing grievance procedure, including the time limits therefore, have been fully and strictly complied with. In the event the procedure is not followed, the grievance and any right of recourse to arbitration shall be deemed to be abandoned and at an end.
- 21.07 Board of Arbitration: Within ten (10) calendar days after notice of arbitration is delivered by either party, the Union and the Employer will each nominate a member to a Board of Arbitration and advise the other party of that person's name and contact information in writing. The two parties shall select a Chair of the Arbitration Board.
- 21.08 Failure to Appoint  
If the party receiving the notice of arbitration fails to appoint an arbitrator or if the two parties fail to agree upon a chairperson, the appointment may be made by the Minister responsible for the *Labour Act* upon the request of either party.
- 21.09 Time for Hearing: Within fifteen (15) calendar days of the appointment of the Chair, the Board of Arbitration shall set a meeting date for a hearing regarding the grievance. The Board shall endeavour to render its decision within thirty (30) calendar days after conclusion of the hearing.
- 21.10 Arbitration Procedures: In hearing the grievance and in rendering its decision, the Board must proceed as follows:
- (a) All evidence placed before the Board must be given under oath or affirmation.
  - (b) In rendering its decision, the Board must state the reasoning and grounds upon which the decision is based.

- (c) The Board must deal only with the grievance for which it is appointed. Evidence submitted must be relevant to the grievance.
  - (d) The Board shall determine its own procedure, but shall give full opportunity to all parties or their legal representatives to present evidence, witnesses, or documents to the Board and each shall be permitted to cross-examine the other's witnesses.
  - (e) The decision of the Board shall be final and binding and enforceable on all parties. The Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.
  - (f) The fees and expenses of the Board Chair will be shared equally between the Employer and the Union and each shall pay the fees and expenses of its nominee to the Board.
  - (g) Disagreement On Decision: Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board to reconvene the Board to clarify the decision, which it shall do within ten (10) days.
  - (h) The Board shall respect the limitation of its authority described herein.
- 21.11 Extension of Time Limits: The time limits set out in this Article may be extended by mutual written agreement of the Employer and the Union. If the time limits specified or extended by agreement are not met, the grievance will be deemed to be abandoned and all rights of recourse grievance and arbitration pursuant to this Agreement shall be at an end.
- 21.12 Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. All the provisions of this article shall apply with the necessary changes.

## **ARTICLE 22 - DISCIPLINE AND DISCHARGE**

- 22.01 Specific Discipline Offences: The Employer reserves the right to discipline, demote, or discharge employees for just cause. Without restricting this general right, it is agreed that the following are specific offences for which discharge is the appropriate penalty:
- (a) theft from a client;
  - (b) wilfully damaging a client's property;
  - (c) breach of confidentiality with regard to the personal information of a client or their family;

- (d) bringing alcoholic beverages or illegal drugs or controlled substances for which the employee does not have a prescription onto the Employer's premises when clients are present, or using or being under the influence of same in the presence of a client for whom the employee is responsible;
- (e) being convicted of an offence under the *Criminal Code*, which offence relates to the duties being performed by the employee or results in the employee being unable to provide the Employer with a clean Vulnerable Sector Records Check;
- (f) engaging in harassment or sexual harassment, as defined in the Prince Edward Island *Human Rights Act* in relation to a client, in both cases including verbal, mental or physical abuse or the threat of same.

It is agreed that employees discharged for any of the foregoing offences shall have access to the grievance and arbitration provisions of this Agreement.

22.02 A probationary employee may be dismissed if it is determined by the Employer that the probationary employee is unsuitable.

22.03 Access to Steward

If an employee is requested to attend any investigative meeting which may result in discipline to the employee, the employee shall be entitled to have a steward present.

22.04 If an employee is to be disciplined by verbal warning, written reprimand, suspension, demotion or dismissal, and meeting is held with the employee to administer such discipline, the employee shall be advised in advance of the meeting of their right have a Union steward present at the meeting.

22.05 Where it is determined that progressive disciplinary action is appropriate, the types of disciplinary action to be considered include:

- (a) Verbal Warning;
- (b) Written Reprimand;
- (c) Suspension;
- (d) Dismissal.

22.06 No notice of disciplinary action shall be placed on an employee's file without the employee being given the opportunity to read its contents. The employee will acknowledge that the employee has had the opportunity to review the document by signing a copy of the document, on the understanding that their signature does not necessarily indicate agreement with the contents of the document. The employee shall be provided with a copy of the signed document.

- 22.07 Where an employee receives a verbal warning, after two years has elapsed where no other disciplinary action is taken against the employee, the verbal warning will be removed from the employee's personnel file. Where an employee receives a written warning, after three years has elapsed where no other disciplinary action is taken against the employee, then any discipline on the employee's personnel file will be removed. Where an employee receives a suspension, after five years has elapsed where no other disciplinary action is taken against the employee, then any discipline on the employee's personnel file will be removed.

## **ARTICLE 23 - SAFETY AND HEALTH**

- 23.01 Joint Commitment to Safety and Health: The Employer and the Union recognize the obligation to maintain a safe and healthy workplace. The Union, in co-operation with the Employer, will encourage employees to work in a safe manner. Employees are responsible for taking all necessary measures to ensure their own and their co-workers' health, safety and physical well-being.

- 23.02 Abiding by the Law: The Employer and the Union agree that safe work practices shall be governed by the requirements set out in the Prince Edward Island *Occupational Health and Safety Act* and its Regulations.

- 23.03 The Employer shall ensure that every reasonable precaution is taken to protect the occupational health and safety of employees.

- 23.04 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.

- 23.05 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 consultation with the Occupational Health and Safety Committee.

## **ARTICLE 24 - SENIORITY**

- 24.01 Seniority of an employee is defined as the length of service with the Employer in hours since the employee's most recent date of hire. An employee shall not earn more than

1950 hours of seniority in a calendar year. Overtime hours shall not be included.

To determine the length of seniority prior to the date of certification, the length of permanent service shall be determined and each year of service shall be equal to 1950 hours of seniority.

24.02 The Employer shall maintain a seniority list showing the seniority for each employee. An up-to-date seniority list shall be made available to the Union upon signing this agreement. Thereafter, the seniority list will be sent to the Union in January of each year and a copy put in the binder at each work location. If an error is brought to the Employer or Union's attention, it will be corrected.

24.03 Employees shall lose seniority in the event they:

- (a) voluntarily leave the service of the Employer;
- (b) are discharged for just cause and not reinstated;
- (c) fail to return to work within seven (7) calendar days after being notified by registered mail to do so, unless there is a justifiable reason for failure to report.
- (d) the employee is absent from work without having notified the Employer, without valid reason; and
- (e) the employee is laid off for more than one (1) year.

24.04 Seniority shall be retained and accumulated when an employee is absent from work on a leave of absence with pay from the Employer or on a maternity, adoption, parental or injury on duty leave for up to one (1) year.

24.05 Seniority will be maintained but not earned if an employee is transferred to a non-bargaining unit position with the Employer or takes other approved leave of absence, for up to one (1) year.

## **ARTICLE 25 – CORRESPONDENCE**

25.01 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:      Executive Director  
Community Connections Inc.  
701 Water Street West  
Summerside, P.E.I. C1N 1E2

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

## **ARTICLE 26 – LABOUR-MANAGEMENT COMMITTEE**

### **26.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of up to three (3) employee representatives and up to three (3) Employer representatives. The parties shall keep each other informed of the names of their respective Committee representatives. The employee Committee shall have one employee representative who works in Residential Services and one who works in Day Services with the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service delivery to the residents and enhanced job satisfaction for employees. Upon agreement of the Committee Members, the Committee may bring in additional persons to its meetings who may assist the Committee in its functioning.

### **26.02 Function of Committee**

The Committee shall work cooperatively, and its purposes shall include:

- (a) Improving service delivery to the residents/clients of Community Connections Inc.
- (b) Considering constructive criticisms of the workplace so that better relations can exist between the Employer and the employees.
- (c) Increasing operating efficiency.
- (d) Reviewing suggestions from employees and discussing matters relating to improving working conditions (but not matters pursued through the grievance process).

### **26.03 Authority of Committee**

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

The Committee shall not have jurisdiction over wages, grievances or any matter of collective bargaining, including the administration of this Collective Agreement.

### **26.04 Meetings of Committee**

The Committee shall meet once a month at a mutually agreeable time and place, or as otherwise agreed. Committee members shall receive a notice and agenda of the meetings at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent attending Committee meetings. It is understood that Committee meetings will be scheduled at times which provide the least interruption of and cost to the Employer's operations.

**26.05 Chairperson of the Meeting**

An Employer and Employee representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. An employee representative shall preside as chairperson of the first meeting of the Committee, and shall be responsible for preparing and circulating the agenda for the meeting. Thereafter, the alternating chairperson shall prepare and circulate the agenda for the meetings.

**26.06 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible (but not later than three days) after the close of the meeting. A copy of the minutes will be given to committee members and the parties within fifteen (15) days following the meeting.

**ARTICLE 27 – TERM OF AGREEMENT**

27.01 The term of this Agreement shall be from **April 1, 2020 to March 31, 2024**.

27.02 For the years **April 1, 2023 – March 31, 2024** the parties agree that they shall meet to negotiate the applicable wage rate only.

**ARTICLE 28 - CONTINUANCE OF OPERATIONS**

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

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

Dated at Charlottetown, Prince Edward Island, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**COMMUNITY CONNECTIONS INC.**

PER: \_\_\_\_\_

Gordie Rogerson, Board President

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

PER: \_\_\_\_\_

## SCHEDULE "A"

## 1. Hourly wage Scale for Classifications of Community Support Worker, Residential Support Worker and Residential Coordinator Assistant

	CURRENT	April 1, 2020 – March 31, 2021	April 1, 2021 – September 30, 2021	October 1, 2021 – March 31, 2022	April 1, 2022 – March 31, 2023	April 1, 2023 – March 31, 2024
		2%	2.0%	2.5%	2%	TBD
Step 1	20.65	21.06	21.48	22.02	22.46	
Step 2	21.56	21.99	22.43	22.99	23.45	
Step 3	22.54	22.99	23.45	24.04	24.52	
Step 4	23.55	24.02	24.50	25.11	25.62	
Step 5	24.61	25.10	25.60	26.24	26.77	

## 2. Hourly wage Scale for Classification of Refinisher

	CURRENT	April 1, 2020 – March 31, 2021	April 1, 2021 – September 30, 2021	October 1, 2021 – March 31, 2022	April 1, 2022 – March 31, 2023	April 1, 2023 – March 31, 2024
		2%	2.0%	2.5%	2%	TBD
Step 1	17.53	17.88	18.24	18.69	19.07	
Step 2	18.32	18.68	19.06	19.53	19.92	
Step 3	19.14	19.52	19.91	20.41	20.82	
Step 4	20.00	20.40	20.81	21.33	21.75	
Step 5	20.89	21.31	21.74	22.28	22.73	

## 3. Hourly wage Scale for Classification of Community Support Worker Assistant

	CURRENT	April 1, 2020 – March 31, 2021	April 1, 2021 – September 30, 2021	October 1, 2021 – March 31, 2022	April 1, 2022 – March 31, 2023	April 1, 2023 – March 31, 2024
		2%	2.0%	2.5%	2%	TBD
Step 1	20.65	21.06	21.48	22.02	22.46	
Step 2	21.56	21.99	22.43	22.99	23.45	

## 4. Hourly wage Scale for Casual and Part Time and Temporary Employees

	CURRENT	April 1, 2020 – March 31, 2021	April 1, 2021 – September 30, 2021	October 1, 2021 – March 31, 2022	April 1, 2022 – March 31, 2023	April 1, 2023 – March 31, 2024
		2%	2%	2.5%	2%	TBD
Casual	19.86	20.25	20.66	21.18	21.60	
Part Time/Temp	20.65	21.06	21.48	22.02	22.46	

5. Hourly wage scale for Lead Hands: When appointed by the Employer as a Lead Hand on a shift, the employee shall receive \$1.00/hour in addition to their regular rate of pay, for all hours worked as a Lead Hand.

RESPECTFUL WORKPLACE POLICY

LETTER OF UNDERSTANDING #1

To ensure that all employees of Community Connections maintain a respectful workplace policy, the Employer agrees that during the life of the current collective agreement it will maintain a policy regarding same. The Employer retains the right to amend or revise the policy in its sole discretion, but agrees that no changes to the Policy shall be made without first consulting with the Union about the changes. In the event any changes to the policy are made by the Employer, the revised policy shall be posted on the workplace bulletin boards.

## ADVERSE WEATHER CONDITIONS

### LETTER OF UNDERSTANDING #2

To assist employees in being able to determine their work reporting requirements during adverse weather conditions, the Employer agrees that during the life of the current collective agreement it will maintain a policy regarding same. The Employer retains the right to amend or revise the policy in its sole discretion, after consultation with the Union, and agrees that in the event any changes to the policy are made by the Employer, the revised policy shall be posted on the workplace bulletin boards.

## **A. 16 – SICK LEAVE**

### **MEMORANDUM OF UNDERSTANDING #3**

From the date of execution of the current Agreement to 11:59 on March 31, 2024, the following will be the provisions applied by the parties with respect to sick leave:

#### **ARTICLE 16 - SICK LEAVE**

- 16.12** Sick leave means the period of time an employee is permitted by the Employer to be absent from work to attend medical or dental appointments or procedures or to be absent from work by reason of sickness, excluding injury on duty.
- 16.13** Subject to A.16.13, for employees who are regularly scheduled to work twenty hours per week or more, sick leave credits begin to accumulate on an employee's first day of work, at the rate of 5.7692% per scheduled hour of work, to a maximum number of sick leave credit hours per year of 112.5. A year shall be period from April 1 – March 31 of the following calendar year.
- 16.14** An employee will not be required to provide a certificate of sick leave for days they are absent from work due to sickness, unless the Employer determines that:
- (a) an improper use of sick leave is occurring or has occurred;
  - (b) an employee has a pattern of sick leave; or
  - (c) an employee is absent for three or more consecutive days,
- in which case, the Employer shall have the right to require an employee to provide a certificate of illness for any subsequent illnesses.
- 16.15** An employee may use their earned sick time either for their own illness as set forth in A.16.01, or for the purposes set forth in A. 16.10.
- 16.16** In the event an employee's employment is terminated for any reason, and the employee has used sick time that was not earned at the date of termination, the Employer may deduct from any monies or pay owed to the employee the value of the unearned sick time.
- 16.17** An employee who will not be attending scheduled work because of sickness must notify their supervisor as early as possible so that appropriate alternate staffing arrangements can be made.
- 16.18** Sick leave credits shall have no cash surrender value upon the termination of employment of an employee. Sick leave credits earned during any period of

temporary employment are not able to be carried forward to any other term or period of employment. Where an employee works successive terms of temporary employment with no break in the employee's employment between the terms, the employee shall not lose their sick leave benefits during the successive terms of temporary employment.

- 16.19 An employee who becomes ill while on vacation leave may substitute that period while ill with sick leave credits if the employee provides the Employer with a certificate from their doctor applicable the period of sick time, immediately upon their return to work.
- 16.10 An employee may be granted permission to use their accumulated sick leave credits to provide care or transportation for hospital, medical or dental treatments for the employee's parent, spouse, child, or other relative, provided that the parent, spouse, child or other relative is a person who permanently resides with the employee. Where leave under this provision is sought for more than one day, the employee must provide a medical certificate or other proof satisfactory to the Employer for the applicable time off. It is the expectation of the Employer that every effort will be made by the employee to schedule such appointments on the employee's day(s) off, or that every effort will be made by the employee to arrange alternate assistance for such appointments.
- 16.11 Certificate of Sick Leave: Where an employee is required pursuant to this Article to provide the Employer with a certificate of sick leave, such certificate shall be provided by a physician or nurse practitioner who saw the employee on the day(s) for which paid sick leave is requested and shall be provided to the Employer immediately upon the Employee's return to work.
- 16.12 Notwithstanding Articles 16.02 and 16.03:
- (iii) Day Services employees are not permitted to use more than a cumulative total of seventy-five (75) hours of unearned vacation or sick leave at any time; and
  - (iv) Residential Services employees are not permitted to use more than a cumulative total of eighty (80) hours of unearned vacation or sick leave at any time.

16.13 Probationary and temporary employees of six (6) months or less shall not be entitled to take vacation leave or sick leave in advance of earning same.

This Memorandum shall expire at 11:59 pm on March 31, 2024.

Signed this 14 day of OCT, 2021:

PER: UPSE



A handwritten signature in blue ink, appearing to read "Karen Jao", written over a horizontal line.

PER: Community Connections



A handwritten signature in blue ink, appearing to read "Maria Rodriguez", written over a horizontal line.

