

COLLECTIVE AGREEMENT

BETWEEN

TREMPLOY INC.

AND

THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES

JULY 1, 2020 – JUNE 30, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - DEFINITIONS

- 2.01 "Continuous Service" means the most recent period of uninterrupted employment of regular permanent employees. Continuous service shall only be deemed to be interrupted if any of the following occur: a layoff; resignation or dismissal for just cause without reinstatement. For further clarification, when an employee is on an approved leave of absence with or without pay (including maternity, adoption, parental or compassionate care leaves taken in accordance with the *Employment Standards Act*), the leave will not constitute a break in continuous service. However, the service will not continue to accumulate during the period of the leave but will be suspended until the employee's return to regular duties, unless otherwise pursuant to the Agreement.
- 2.02 "Employee" means a person employed by the Employer in the classifications listed in Schedule "A" but does not include relief and temporary employees with less than six (6) months continuous service, contract employees, students and volunteers provided the engagement of these people will not directly result in a reduction of the bargaining unit.
- 2.03 "Permanent employee" means an employee appointed by the Employer to a position listed in Schedule "A" who has successfully completed the probationary period.
- 2.04 "Probationary employee" means an employee appointed by the Employer to position listed in Schedule "A" who has not completed six (6) months continuous service.
- 2.05 "Temporary employee" means an employee engaged to perform specific duties because of a temporary increase in workload.
- 2.06 "Relief employee" means an employee engaged to fill a position in Schedule "A" on a temporary basis as a replacement for the regular incumbent.
- 2.07 "Day" means a working day unless otherwise stipulated in this agreement.

- 2.08 "Demotion" means reducing the salary of an employee by transferring the employee to a position with a lower maximum salary.
- 2.09 "Employer" means the Board of Directors of Tremploy, Inc.
- 2.10 "Leave of Absence" means absence from work with permission.
- 2.11 "Party" means the Employer or the Union.
- 2.12 "Promotion" means the appointment of an employee, as a result of competition or a classification review, to a position with a higher maximum salary.
- 2.13 "Transfer" means the shifting of an employee from one position to another within Tremploy.
- 2.14 "Union" means the Prince Edward Island Union of Public Sector Employees.

ARTICLE 3 - RECOGNITION

- 3.01 Tremploy recognizes the Union as the sole and exclusive collective bargaining agent for all employees who are now employed or may be employed according to the P.E.I. Labour Relations Board Serial Number 3-85.
- 3.02 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this collective agreement.

ARTICLE 4 - PUBLIC LEGISLATION

- 4.01 If any article in this agreement shall be found to be in conflict with any law passed by the Legislature of Prince Edward Island, 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.
- 4.02 In the event that the parties cannot reach mutual agreement, the matter in dispute under Article 4.01 shall be subject to arbitration as outlined in this agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The management of the company and the direction of the working force, including the right to plan, direct and control operations; to schedule and assign work to employees; to determine the means, methods, processes, materials, and schedules of operation; to choose the location of its facilities; to continue, reduce or increase the scope of operations; to establish production standards and to maintain the efficiency of employees; to establish and require employees to observe rules and regulations; to hire, lay off or relieve employees from duties; and to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized reserved rights of the Employer.
- 5.02 These rights shall not be exercised in a manner inconsistent with this agreement.

ARTICLE 6 - EMPLOYEE RIGHTS

- 6.01 The Employer shall not discriminate against employees with respect to terms or conditions of employment or on the grounds of age, colour, creed, disability, ethnic or national origin, family status, gender expression, gender identity, marital status, political belief, race, religion, sex or sexual orientation.
- 6.02 The Union and the Employer recognize the right of employees to work in a safe 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 shall be considered discrimination under this article.
- 6.03 Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is unwelcome and shall include but not be limited to unnecessary touching or patting, suggestive remarks or other verbal abuse, compromising invitations, demands for sexual favours or physical assault.
- 6.04 An employee who wishes to pursue a concern arising from sexual harassment may submit a grievance in writing directly to the final level in the grievance process. Grievances of this nature shall be treated in strict confidence by both the Union and the Employer. Addendum #1 – attached.

ARTICLE 7 - UNION SECURITY

- 7.01 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.
- 7.02 The Union shall inform the Employer in writing of the authorized dues for the implementation of Article 7.01. At least thirty (30) days notice of any changes in the authorized dues will be provided.
- 7.03 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.
- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

ARTICLE 8 - INFORMATION

- 8.01 As soon as reasonably possible after the signing of this agreement, the Employer shall make available to the employees a copy of this agreement.
- 8.02 The Employer shall provide all employees, upon appointment, with written notification stating their type of employment.
- 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 Details as to additions or deductions made in any cheque shall be provided by the Employer at the employee's request.

ARTICLE 9 - BULLETIN BOARDS

- 9.01 The Employer agrees to provide space on a bulletin board at the Enman Crescent location which may be used by the Union for 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 which are not political or controversial in nature.

ARTICLE 10 - HOURS OF WORK

- 10.01 The work week for employees shall consist of five (5) seven and one-half (7½) hour periods, exclusive of a meal break.
- 10.02 Employees shall be entitled to two (2) rest periods of fifteen (15) minutes for each day worked. Employees shall also be entitled to a meal break of one-half (½) hour scheduled by the Employer.
- 10.03 Upon mutual agreement of an employee and the Executive Director, an employee may complete his/her normal hours in a period other than that outlined in Article 10.01.
- (a) Notwithstanding Article 10.01, if an employee requests a flexible daily hours of work schedule, and where operational requirements permit, the Employer shall endeavour to approve the employee's request.
 - (b) Variations in an employee's daily hours of work may occur as a result of staggered starting or finishing times or alterations in the same amount of time to fulfill a work week consisting of five (5), seven and one half (7½) hour periods exclusive of meal and rest breaks.
 - (c) An employee wanting to establish a flexible hours schedule must submit a written request to the Employer.
 - (d) An employee may request to temporarily reduce hours of work from 37.5 hours per week to 30 hours per week without loss of seniority or permanent employment status. Temporary reduced hours may be approved for a minimum of four (4) months and a maximum of twelve (12) months, but the arrangement may be renewed for a further twelve (12) month period. Such requests shall not be allowed to affect the hours of work of other employees of the bargaining unit.

Approval of such arrangements shall be at the discretion of the employer, and no grievance shall arise over a refusal to approve a reduced work week arrangement. All paid leaves and leave accruals shall be prorated during the period of reduced hours.

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

10.05 Working During a Meal or Rest Period

If an employee is required to work during a break or is required to be available for work during a break period or is recalled during the meal or rest break period he/she shall be granted time off during that work period equal to the difference between rest period taken and the total rest period allowance. If the time off cannot be granted during that work day, the time will accumulate and shall be compensated at another mutually agreeable time within five (5) working days to be decided between the employee and the Employer.

ARTICLE 11 - RATES OF PAY

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

11.02 Employees' rates of pay shall be adjusted to the appropriate step in accordance with the following paragraphs.

11.03 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.

11.04 New Position Titles

When a new position title is to be established in Schedule "A" or the duties of an existing position title in Schedule "A" are changed, the Parties agree to this agreement shall negotiate the salary range to be assigned. In the event that the Parties cannot reach a negotiated settlement the Employer may assign a temporary rate of pay to the position title. The temporary rate of pay shall remain in effect until the Parties negotiate a new agreement.

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.
- 12.02 The Employer, effective on the employee's anniversary date, shall grant a pay increment to the next step in the pay range provided the employee has not reached the maximum rate of pay for that position and provided the employee has not had an unsatisfactory performance rating since the previous anniversary date.
- 12.03 The pay increment provided in Article 12.02 shall become effective on the employee's anniversary date.
- 12.04 The Employer shall notify the employee when an annual increment is not granted. Such notice shall contain the reason for not granting the increment increase.

Anniversary Date

- 12.05 The anniversary date of probationary employees shall be the date of their permanent appointment and annually thereafter.
- 12.06 The anniversary date of employees who are promoted shall be one (1) year from the date of their promotion and annually thereafter.

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. All overtime is to be approved in advance by the Executive Director.
- 13.02 An employee who works overtime shall be entitled to overtime compensation at the rate of time and one-half. Compensation for overtime shall be taken in the form of hours off work. The hours off work shall be taken at a time mutually agreeable to the employee and the Employer. If a mutually agreeable time cannot be selected the Employer may choose to pay the employee for the overtime worked.
- 13.03 The Employer shall, wherever possible, give at least four (4) hours notice of any requirement for overtime work.

- 13.04 An employee must work at least fifteen (15) minutes beyond his/her normal daily hours of work before being eligible for overtime compensation. Time worked in excess of the regular scheduled hours of work, including the first fifteen (15) minutes, shall constitute overtime. All overtime shall be calculated to the nearest quarter hour.
- 13.05 Paid hourly compensation for overtime shall be calculated as determined by the formula
- $$\frac{\text{Annual Salary}}{\text{No. of Working Days per Year} \times \text{No. of Hours per Day}} \times 1.5$$
- 13.06 Employees who are designated to work overtime by the Employer and who work three (3) or more hours of overtime immediately before or following their normal scheduled hours of work, or are required to work nine (9) or more hours of overtime on a scheduled day of rest shall be entitled to claim actual expenses for one (1) meal up to the maximum set out under Article 32. Reasonable time with pay, to be determined by the Employer and not to exceed one (1) hour, shall be allowed in order that the employees may take a meal break.
- 13.07 Employees who are required by the Employer to attend the Client Christmas party shall be entitled to straight time leave with pay at another mutually agreed upon time.
- 13.08 Permanent employees who are required by the Employer to attend staff meetings during off-duty hours are recognized to be working beyond the prescribed hours of work and shall be entitled to overtime as outlined in Article 13.

ARTICLE 14 - COMPENSATION ON PROMOTION BY COMPETITION OR RECLASSIFICATION

- 14.01 Subject to Article 14.02, 14.03 and 14.04, the rate of compensation of an employee upon promotion to a position with a higher maximum salary shall be at that step which provides for an increase of not less than ten (10) percent, unless the maximum salary of the higher classification is less than ten (10) percent higher than the maximum salary of the lower classification, then the employee shall move to that step that provides at least the same percentage increase in salary as exists between the two (2) classes at the maximum rates.

- 14.02 The rate of compensation of an employee upon promotion may be at a rate higher than prescribed in Article 14.01 if, in the opinion of the Employer, such higher rate is necessary to effect the promotion of a qualified employee.
- 14.03 The rate of compensation of an employee upon promotion may be at a rate lower than the minimum rate prescribed for the classification if, in the opinion of the Employer, the employee to be appointed has qualifications less than the minimum requirements for the position, but in any case shall not be less than ninety (90) percent of the minimum salary for the higher classification.
- 14.04 Any increase in compensation under this article that is within \$100 per annum of the prescribed increase shall be deemed as meeting the requirements of this article.

ARTICLE 15 - STANDBY AND CALLBACK

- 15.01 Neither standby nor callback are conditions of employment. The Employer shall not require any employee to be available for extra services beyond the prescribed hours of work and the Employer shall not require an employee to return to work prior to his/her next regular work period.

ARTICLE 16 - ACTING PAY

- 16.01 When an employee is required by the Employer to substitute in a higher level position or temporarily fill a vacant position at a higher level for a period in excess of ten (10) consecutive days, the Employer shall provide for an acting appointment to the higher level position. The employee's salary during the period of the acting appointment will be determined as if he/she had been promoted in accordance with Article 14, to be effective retroactive to the day he/she commenced the acting appointment.
- 16.02 The employee, on reversion to his/her regular position, will be paid at the rate which would have been paid had the employee not held an acting appointment in the interim.

ARTICLE 17 - INJURY ON DUTY

- 17.01 All employees shall be covered by the *P.E.I. Workers' Compensation Act*. When an employee's injury is covered under the provisions of the *Workers' Compensation Act* and the Workers' Compensation Board has certified that the employee is unable to work, the employee shall be granted injury on duty leave without pay. The Workers' Compensation Board cheque is to be made payable to the employee.
- 17.02 Injury on duty leave shall not exceed one (1) year. During the period of the leave of absence an employee shall be entitled to participate in and receive cost sharing of the premiums in all the group insurance plans.
- 17.03 An employee who is on injury on duty leave shall continue to earn and accumulate sick leave and vacation leave credits. In addition, the period of injury on duty shall be considered as service and as paid hours for the purpose of calculating benefits under this collective agreement.
- 17.04 The employee's share of premiums in all group insurance plans, while on such leave, is to be paid monthly. However, if paying monthly would be a financial burden to the employee then the employee's share of premiums will be deducted when the employee returns to work.

ARTICLE 18 - SICK LEAVE

- 18.01 Sick leave means that period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled such that they are incapable of carrying out the normal duties of their employment.
- 18.02 Sick leave credits begin to accumulate from the first day of employment at the rate of one and one-quarter (1¼) days per month for each month in which the employee receives at least twelve (12) days pay. The maximum accumulation of sick leave credits shall be one hundred and twenty (120) days.
- 18.03 An employee who is ill and who has exhausted all accumulated sick leave credits may request an advance of sick leave credits. The granting of an advance of sick leave credits under this article shall be at the discretion of the Employer.
- 18.04 Sick leave credits earned subsequent to an advancement of credits shall be applied against the advanced credits. However, if an employee dies or becomes permanently disabled, the employee will be considered to have earned the amount of leave with pay which was granted.

18.05 Sick leave shall be granted on the following terms:

- (a) If the period of absence has not exceeded three (3) consecutive days, a sick leave form is completed by the employee.
- (b) If the period of absence has exceeded three (3) consecutive days, a certificate may be required from a registered medical doctor stating that the employee has been under care and unable to carry out his/her duties.
- (c) In cases of an established pattern of absence the Employer reserves the right to request a medical certificate for any period of absence.

18.06 An employee who becomes ill while on vacation leave may substitute that period while ill with sick leave credits, if the employee produces a certificate from a registered medical doctor stating the period during which the employee was incapacitated. When such substitution occurs, the employee shall have his/her vacation days credited to his/her vacation leave accumulation.

18.07 Where an illness is considered by the Employer to be caused due to the use of alcohol or other drugs, the Employer may direct the employee to undergo a medical examination by a medical doctor who specializes in the treatment of alcohol and drug problems. An employee directed to undergo such an examination shall be granted sick leave to attend the examination. Where the employee in question is directed by the Employer or voluntarily elects to undertake a full treatment and rehabilitation program approved by the Employer, the employee shall be granted sick leave with pay in accordance with this agreement.

18.08 On request, the Employer will indicate to an employee the number of sick leave credits accumulated.

ARTICLE 19 - VACATIONS

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

- (a) Employees with less than five (5) years of service shall earn vacation entitlement at the rate of one and one-quarter ($1\frac{1}{4}$) days per month.
- (b) Employees who have completed five (5) years of service shall earn vacation entitlement at the rate of one and two-thirds ($1\frac{2}{3}$) days per month.

(c) Employees who have completed fifteen (15) years of service shall earn vacation entitlement at the rate of two and one-twelfth ($2 \frac{1}{12}$) days per month.

(d) Employees who have completed **twenty- six (26)** years of service shall earn vacation entitlement at the rate of two and one-half (2.5) days per month.

(e) Long Service Leave Credit

On the twenty-fifth (25th) anniversary of employment and every five (5) year anniversary thereafter, an employee shall be granted one (1) day paid leave, which leave shall be taken on the actual anniversary date, or on the first business day thereafter if that date is not a regular scheduled work day. This leave may not be accumulated.

(f) Vacation accrual for partial months of service shall be accrued on a pro-rata basis.

19.02 All vacation leaves must be approved prior to the commencement of such leaves by the Employer.

19.03 Employees shall be advanced their annual vacation entitlement on January 1 annually and may, during each calendar year, take vacation not yet earned.

19.04 Operational requirements permitting, employees may be authorized to use their total vacation entitlement at one particular time.

19.05 Vacation shall not accumulate from year to year. The employee shall make reasonable efforts in requesting and taking vacation in the year in which it is earned and the Employer shall make reasonable efforts to grant vacation requests. If an employee does not receive requested vacation during the calendar year in which it is requested, that portion not granted shall carryover to the next calendar year.

19.06 (1) An employee, upon separation from Tremploy, shall compensate the Employer for vacation which was taken but not earned at the time and the Employer shall compensate an employee on his/her final pay with an amount equivalent to any of his/her unused vacation leave.

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

19.07 Operational requirements permitting the Employer shall grant three (3) days paid leave to each employee between Boxing Day and New Year's Day. Should any or all employees be required to work during this period they shall be entitled to straight time leave with pay at another mutually agreed upon time.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 The following is the list of designated statutory 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 Day **when it falls on Monday to Friday**
- (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.

20.02 All employees shall be entitled to seven and one-half (7½) hours paid leave for the designated statutory holidays, provided:

- (a) they are paid for either the day before or the day after the holiday, and
- (b) their employment did not commence on the day after the holiday, and
- (c) their employment did not terminate on the day before the holidays, 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.

20.03 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.

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

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

20.05 An 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 (1½) for all normal hours worked and by double time for all hours worked in excess of normal hours of work. However, regular pay means compensation at the rate of time and one-half if the employee works overtime on a statutory holiday.

20.06 Notwithstanding Article 20.05, 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 time and one-half (1½) for all normal hours worked and by double time for all hours worked in excess of normal hours of work. 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 (3) pay periods following the pay period in which the holiday occurred, the Employer shall assign the compensatory leave.

ARTICLE 21 - VACANT OR NEW POSITIONS

21.01 The Employer shall post all vacant or new positions of sixteen (16) or more hours per week on the bulletin boards referred to in Article 9. Such posting shall be put up at least six (6) days prior to closing date for applications.

21.02 **No outside applications shall be considered until candidates from within the bargaining unit have been processed.**

21.03 The successful applicant shall be placed on a trial period not exceeding three (3) months. In the event the selected applicant proves unsatisfactory in the position, or if the employee is unable to perform the duties of the position during this trial period, he/she shall return without prejudice to his/her former position, at his/her former rate of pay and without any loss of benefits.

ARTICLE 22 - SPECIAL LEAVE

22.01 General

- (a) Periods of special leave in excess of those allowed in this article may be authorized in exceptional circumstances upon approval of the Employer.
- (b) An employee, upon completing the period of leave authorized under this article, shall return to the same position held prior to the commencement of the leave.
- (c) An employee who has been granted a leave of absence without pay under this article shall continue to be eligible for cost sharing of all group insurance premiums. Where an employee elects to continue insurance coverage, the employee's share of premiums is to be paid monthly while on leave. However, if paying monthly would be a financial burden to the employee, then the employee's share of premiums will be deducted when the employee returns to work. In the event the employee terminates employment, back premiums will be deducted from any monies due to the employee. The cost sharing provisions shall not apply to employees who while on leave are employed with another Employer or self-employed.

22.02 Birth or Adoption of a Child

- (a) The Employer shall grant leave of absence without pay for a period of up **eighteen (18)** consecutive months to employees for reasons of birth or adoption of a child.
- (b) A male employee upon request shall be granted one (1) day's leave with pay on the occasion of the birth of his child. An employee shall be entitled to one (1) day's leave with pay on the adoption of a child.
- (c) An employee who is entitled to maternity or adoption leave shall be permitted to apply up to **five (5)** days sick leave credits against the **one (1)** weeks waiting period specified by the *Employment Insurance Act*.

22.03 Complaints and Grievances

The Employer shall grant leave of absence with pay to an employee:

- (a) who wishes to make a complaint to the Employer on his/her own behalf;

- (b) who is required to investigate an urgent complaint of an employee covered by this agreement;
- (c) who is grieving on his or her own behalf before the arbitration board.

22.04 Consultations and Negotiations

The Employer shall grant leave of absence with pay to employees:

- (a) who may be involved in consultations with the Employer; and
- (b) to attend negotiating meetings on behalf of the Union providing leave with pay is limited to two (2) employees. Payment for this time shall be at straight time hourly rates.

22.05 Union Business

Where operational requirements permit, the Employer agrees to provide leave of absence with pay to an employee who is required to attend meetings concerning Union business. The Union agrees to reimburse the Employer for the salary of employees granted such leave.

22.06 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*.

22.07 Personal Leave

Subject to operational requirements an employee may be granted leave of absence without pay for a period of up to two (2) years. Request for leave shall not be unreasonably requested or unreasonably denied.

22.08 Court Appearances

- (1) The following shall apply in a situation where an employee, other than an employee on leave without pay, serves as a juror or is subpoenaed as a witness in a court action, provided such court action is not in connection with the employee's or employee's family's private affairs.
 - (a) if the court duty coincides with an employee's scheduled work period, the employee shall be granted a leave of absence with pay for the time spent at court,

- (b) Notwithstanding the provisions of Article 22.08 (1)(a),
 - (i) in the event that the court duty is related to the employee's work, the employee shall receive overtime, as per Article 13, for all hours spent on court duty in excess of regularly scheduled hours;
 - (ii) in the event that the court duty is not related to the employee's work, the employee shall only receive pay for his/her regularly scheduled hours of work;
 - (iii) an employee who is paid by the Employer while serving at court shall remit to the Employer all monies paid by the court except travelling and meal allowances.
- (2) The Employer shall grant special leave without pay in cases where an employee's private affairs require a court appearance.
- (3) In the event an accused employee is detained pending a court appearance, he/she may be provided leave without pay.

22.09 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 or daughter, an employee upon request shall be granted leave with pay for **five (5)** days. Up to two (2) additional days may be authorized for travelling time or, if in the opinion of the Employer, additional bereavement leave is necessary.
- (b) In the event of the death of an employee's brother, sister, grandchild, grandparent, mother-in-law, father-in-law, common-law spouse, son-in-law, daughter-in-law, or of any relative permanently residing with the employee, an employee upon request shall be granted leave with pay for three (3) days. Up to two (2) additional days may be authorized for travelling time or, if in the opinion of the Employer, additional bereavement leave is necessary.
- (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, or in the case of evening or night shift workers, for the purpose of resting prior to or after 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.
- (e) **An Employee in an official capacity at a funeral or memorial service such as reader, pall bearer, flower bearer or other official may be granted leave up to four (4) hours without loss of wages to enable the employee to attend the funeral or memorial service.**

22.10 Serious Illness in the Family

Leave with pay may be granted to an employee to provide care or transportation for hospital, medical or dental treatment for the employee's parent, spouse, child, or other relative who permanently resides with the employee. Special leave for one (1) day may be granted on the employee's certification of the illness; however, where special leave in excess of one (1) consecutive day is needed, a medical certificate signed by a physician is required. Leave under this section shall be limited to four (4) days in a fiscal year.

22.11 Other Leave

Leave with pay may be granted for the following reasons providing the activity occurs on a workday:

- (a) one-half ($\frac{1}{2}$) day for donating blood, plasma or other blood products,
- (b) one (1) day to attend convocation exercises when the employee is graduating from university or college,
- (c) 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,
- (d) one (1) day when an employee is an executor and is to attend at the settlement of an estate,
- (e) one (1) day when an employee who is a veteran is called in by the Department of Veterans Affairs for examination or treatment, or maintenance or supply of a prosthetic appliance,

- (f) for lateness or absence from work as a result of unsafe, impassable road conditions, and weather conditions in circumstances where the employer is satisfied that travel was unsafe or impassable, and
- (g) one day for an employee's wedding.

ARTICLE 23 - TRAINING AND DEVELOPMENT

- 23.01 An employee, with the approval of the Employer, may be granted time off with pay to attend short courses, workshops or post secondary courses that are related to his/her employment.
- 23.02 Where an employee is granted approval to enrol in post secondary courses that are related to his/her employment, he/she shall upon enrollment be reimbursed for fifty (50) percent of the cost of tuition and required textbooks. The remaining fifty (50) percent shall be reimbursed upon successful completion of the course.
- 23.03 The Employer shall provide each employee with two (2) days leave with pay per year for staff development sessions.
- 23.04 Requests for paid leave under Article 23.01 by Permanent and Probationary employees shall be given full consideration by the Employer. Such requests shall not be unreasonably denied.

ARTICLE 24 - GRIEVANCE AND ARBITRATION PROCEDURES

24.01 Policy

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

24.02 Application

These procedures apply to all employees covered by this agreement.

24.03 Definitions

- (a) "Board" means the Arbitration Board;
- (b) "Days" means calendar days;

- (c) "Designated Representative" means an officer appointed by the Employer to deal with a grievance;
- (d) "Grievance" means a written complaint by an employee or group of employees
 - (i) arising out of a difference of opinion in respect of him/her or them, over the application, interpretation, administration or alleged violation of this agreement, any provincial statute or regulation or approved policy or directive which affects his/her terms and conditions of employment, or
 - (ii) appealing dismissal, demotion, suspension or other disciplinary action against him/her, or
 - (iii) appealing a financial loss.
- (e) "Steward" means a person selected by the employees of a local of the Union to act, on request of those employees, in respect to grievances.

24.04 Determination of Grievances

When a grievance arises, it shall be dealt with in the manner outlined in the following sections except that a grievance may not be presented on a matter where an appeal procedure is already provided for in this agreement.

24.05 Designated Representative

The Employer shall designate a representative to deal with grievances and shall advise all employees and the Union of the name and title of the designated representative.

24.06 Steward

- (1) The Union may designate one (1) steward for each local of the Union.
- (2) The Union shall provide the Employer with the name of the steward authorized to deal with grievances on behalf of the employees.

24.07 Grievance Process

- (1) An employee may process a grievance only with the written approval of the Union where the grievance relates to the interpretation or application of this agreement.

- (2) A copy of the grievance and the response of the designated representative shall be, at the same time, forwarded to the Union.
- (3) An employee who wishes to process a grievance must submit it in writing within fourteen (14) days of the date upon which the alleged incident occurred or he/she became aware of the alleged incident. The grievance must be submitted to the employee's immediate supervisor. The written grievance shall be dated, shall indicate the mailing address of the grievor, shall state the facts giving rise to the grievance and shall indicate the relief requested.
- (4) The immediate supervisor shall forward the grievance to the designated representative, with his/her report of the circumstances surrounding the grievance, within one (1) working day following receipt of the grievance.
- (5) The designated representative shall submit a written reply to the employee and such other person as the Employer may determine within seven (7) days of the submission of the grievance.

24.08 Decision Binding

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

24.09 Withdrawal or Abandonment of Grievance

If an employee or the union does not submit a grievance within the time limits stipulated in the preceding sections, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. This provision shall not apply in cases where circumstances beyond the control of the grievor prevented compliance with the time limits.

24.10 Policy Grievance

Where either Party to this agreement disputes the interpretation, application, administration, operation or any alleged violation of the agreement, including any question as to whether or not any matter is arbitrable, the matter shall be discussed initially with the other Party within fourteen (14) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration. Such submission shall be made within fifteen (15) days of the meeting held

to discuss the matter. If the submission is not made within this specified period, and the time limit has not been extended by mutual consent, the matter shall be deemed to be abandoned.

24.11 Communications

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

24.12 Procedure for Filing for Arbitration

- (1) Where an employee is not satisfied with the decision at the level immediately below that of the board, the employee may, within fourteen (14) days of being notified of the decision or action, file the grievance with the board, provided that
 - (a) it is a dispute between the employee and the Employer with respect to the application, interpretation or alleged violation of the agreement, any provincial statute or regulation or approved policy or directive which affects his/her terms and conditions of employment, or
 - (b) it is the appeal of a dismissal, demotion, suspension or written reprimand, or
 - (c) it is a financial loss.
- (2) An employee may pursue a grievance to the board only with the written approval of the Union, where the grievance relates to the interpretation or application of the agreement.

24.13 Composition of Board

When an employee submits a grievance to the board, the submission shall be in writing addressed to the Executive Director of Tremploy. Within ten (10) days thereafter, each of the Parties involved shall name an arbitrator and notify the other Party of the name and address of its appointee. The

two (2) appointees shall, within ten (10) days, appoint a third person to act as chairperson. If the Party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson, the appointment shall be made by the Minister of Labour upon the request of either Party.

24.14 Who May be an Arbitrator

No person shall be selected as a member of the arbitration board who:

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

24.15 Board Procedure

The board shall determine its own procedure, but shall give full opportunity to all Parties to the arbitration to present evidence and make representations to it. In its attempts at justice, the board shall, whenever possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. The board shall commence its proceedings within fifteen (15) days after the chairperson is appointed. It shall hear and determine the differences or allegations and render a written decision within twenty (20) days of the last day of any hearings it may hold.

24.16 Decision of the Board

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

24.17 Expenses of the Board

Each Party to the arbitration shall pay:

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

24.18 Single Arbitrator

If both Parties to the arbitration agree to the appointment of a single arbitrator, the Parties shall select one of the names from a list agreed upon as soon as reasonably possible following the signing of this agreement. A single arbitrator shall have the same powers, duties and responsibilities as a board. The fees and expenses of a single arbitrator shall be equally cost shared by both Parties to the arbitration.

24.19 Extending of Time Limits

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

ARTICLE 25 - DISCIPLINE

- 25.01 No employee shall be disciplined except for just cause; however, a probationary employee may be dismissed for unsuitability.
- 25.02 Where an employee is disciplined by suspension, demotion or dismissal, the Employer shall immediately provide the employee with written confirmation of the discipline and, 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.
- 25.03 If an employee is to be disciplined by suspension, demotion or dismissal and a meeting is held with the employee to administer such discipline, the employee shall be entitled to have one of his/her stewards present if the Employer is represented by more than one person.
- 25.04 No notice of disciplinary action or any other document concerning disciplinary action shall be placed on an employee's personnel file without the employee being given an opportunity to read its contents. The employee will acknowledge that he/she has had the opportunity to review the document by signing the copy to be filed, with the expressed understanding that his/her signature does not necessarily indicate agreement with the contents. The employee shall be provided with an exact copy for his/her records.
- 25.05 Any notice of disciplinary action or any other document concerning disciplinary action 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 related disciplinary action has been recorded during this period.

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

25.07 Where it is determined that an employee has been unjustly disciplined, the employee shall be reinstated without loss of pay or any other benefit which would have accrued if he/she had not been disciplined. Nothing in this article prevents the arbitration board from increasing, decreasing or otherwise revising a disciplinary award made by the Employer.

ARTICLE 26 - INSURANCE AND RETIREMENT PLANS

26.01 The Employer and employees shall join in the cost of a group insurance plan which shall provide coverage in the following areas:

Medical
Dental
Accidental Death or Dismemberment
Life Insurance
Long Term Disability

26.02 The total cost of this plan will be divided between Employer and employee on a 50/50 basis. However, the employee's contribution is deemed to include 100% of the cost of the Long Term Disability Plan.

26.03 (a) The Employer agrees to match the mandatory contribution of every employee equal to three (3) percent of the employee's salary into a registered pension plan. In addition the Employer agrees to match the employee's contributions up to an additional three (3) percent of the employee's salary into a registered retirement savings plan in the name of each employee.

(b) Prior to attaining retirement age, an employee shall not withdraw any of the funds from his/her registered retirement savings plan without prior approval of the Employer and such approval will only be granted where, in the opinion of the Employer, extreme and extenuating financial circumstances warrant.

ARTICLE 27 - SAFETY AND HEALTH

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

27.02 When an employee, a group of employees or the Union is not satisfied that the provisions of Article 27.01 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 27.02 (b) is not satisfactory, the matter may be referred to arbitration for a decision which is final and binding on the Parties.

27.03 Safety committees shall be established in accordance with the *P.E.I. Occupational Health and Safety Act* and its regulations. These committees will meet to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury or illness.

ARTICLE 28 - JOINT CONSULTATION

28.01 The Employer agrees to consult with the Union on all matters which affect or may affect the terms and conditions of employment of employees covered by this agreement.

ARTICLE 29 - CORRESPONDENCE

29.01 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
 Tremploy
 P.O. Box 936,
 Charlottetown PE C1A 7M4

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

ARTICLE 30 - CONTINUANCE OF OPERATIONS

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

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

ARTICLE 31 - AGREEMENT REOPENER

31.01 This agreement may be amended by mutual consent. If either Party wishes to amend or vary this agreement, it shall give to the other Party notice of any amendment proposed and the Parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

ARTICLE 32 - EXPENSES AND ALLOWANCES

32.01 An employee who operates his/her own vehicle on the Employer's business is eligible to claim and be paid reimbursement equal to the reimbursement rates contained in the collective agreement between the P.E.I. Government and the Union of Public Sector Employees.

32.02 An employee who has been authorized to use a private motor vehicle for short trips is eligible to claim a minimum daily allowance of \$6.00.

32.03 With the approval of the Employer, an employee may claim one-half (½) the transportation allowances for using a motorcycle on the Employer's business.

32.04 If an employee is required to be on duty over a meal period, he/she shall be entitled to the following meal allowances:

	In-Province	Out-of-Province
Breakfast	\$6.75	\$8.75
Lunch	nil	\$10.50
Dinner	\$15.50	\$20.00

32.05 Accommodation

Where an employee is out of province on Employer's business, he/she is entitled to be reimbursed for the reasonable costs incurred in obtaining single occupancy accommodations. Reimbursement will be made only for the hotel charges, room tax and phone calls made on Employer's business. Where private accommodation is utilized, an employee shall be eligible to claim ten (\$10.00) dollars per day in lieu of commercial accommodation.

32.06 Incidental Expenses

Employees are only eligible for an incidental expense reimbursement while away from home on Employer's business. This reimbursement is intended to cover gratuities, laundry, dry cleaning, reasonable group transportation and other incidental costs. Receipts for claims under this article are required.

32.07 Insurance Liability Costs

- (a) The Employer agrees to reimburse permanent employees for actual costs incurred, up to a maximum of ninety-five dollars (\$95) annually, for additional insurance coverage required to transport clients while using personal motor vehicles.
- (b) All employees who use their vehicle on Employer business must:
 - (i) Carry a minimum of two million dollars (\$2,000,000) public liability insurance; and
 - (ii) On an annual basis provide the Employer with confirmation of vehicle insurance.

ARTICLE 33 - LAYOFF

33.01 "Layoff" means the termination of employment of an employee because of lack of work or lack of funds. Where an employee is laid off under this article, he/she shall receive notice of layoff as outlined in Article 33.02.

33.02 (a) Employees shall be given one (1) day's notice for each month of continuous service, before the effective date of the layoff. The maximum notice shall be sixty (60) days.

(b) Employees who have not had the opportunity to work all the period of notice specified in (a) shall receive payment for that part not made available, except when the employee is on leave without pay or under suspension.

33.03 When a layoff is necessary, it is agreed that non bargaining unit employees who are full time Trainers shall be laid off before employees of the bargaining unit.

ARTICLE 34 - CLASSIFICATION APPEAL PROCEDURE

34.01 An employee who considers himself/herself improperly classified may request a review of his/her classification by submitting a letter specifying the classification level desired and the reasons for the request to the Executive Director.

34.02 Within twenty (20) days of receiving the request, the Executive Director will advise the employee of the decision to either recommend reclassification or not recommend reclassification to the Board of Directors.

34.03 The Board of Directors shall respond within forty-five (45) days of the decision to reclassify or not reclassify the employee.

34.04 If the employee does not agree to the reply received, he/she may appeal his/her case to a classification appeal board within five (5) days of the expiration of the forty-five (45) days mentioned in Article 34.03.

34.05 A classification appeal board consisting of one member appointed by the Union, one member appointed by the Employer, and a mutually agreeable chairperson shall be named for a two-year period commencing as soon as possible after this agreement is signed.

- 34.06 An appeal to the classification appeal board shall be in writing specifying the reasons for the appeal and shall be sent to the chairman of the board.
- 34.07 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.
- 34.08 The classification appeal board shall communicate its decision and reasons thereof in respect to the appeal in writing to the employee, the Employer and the Union.
- 34.09 The decision of the board is binding on all Parties.

ARTICLE 35 - SEVERANCE AND RETIREMENT PAYMENT

- 35.01 Employees with ten (10) or more years of continuous service shall be entitled to severance pay once only where the employee is terminated because of layoff or death.
- 35.02 The severance entitlement shall be equal to one (1) week's pay for each year of service to a maximum of twenty-six (26) week's pay, and will be calculated as follows:

$$\frac{\text{Total Paid Hours During Service} \times \text{Weekly Salary}}{1950 \text{ hours}}$$

- 35.03 If severance pay is granted because of death of an employee, the severance pay shall be paid to the employee's estate.
- 35.04 An employee eligible for severance pay may elect to immediately receive severance pay or defer receipt until the beginning of the next calendar year, provided the next calendar year is within the same fiscal year that the amount is payable.
- 35.05 Employees with fifteen (15) or more years of continuous service who retire at age fifty-five (55) or older shall be entitled, once only, to a retirement allowance at their current rate of pay at the effective date of their retirement, calculated as follows:

Years of Continuous Service	Retirement Allowance
15 to 19	5 weeks pay
20 to 24	7 weeks pay
25 plus	8 weeks Pay

ARTICLE 36 - CONVERSION OF POSITIONS

- 36.01 Contract persons employed by this Employer who have five (5) or more years of uninterrupted full-time employment shall become members of the bargaining unit. For the purpose of this article, full time shall be defined to mean thirty-seven and one half (37.5) hours per week. The Employer and the Union recognize that contract employees have rights and entitlement that are conferred to them by *Employment Standards Act* R.S. P.E.I. 1988 and the *PEI Labour Act* R.S.P.E.I. 1988.
- 36.02 Upon becoming members of the bargaining unit, employees shall be converted to one of the classifications in Schedule A at the step which is nearest but higher than their present rate of pay and the provisions of the collective agreement shall apply beginning on the signing date of this agreement or the date of completing the amount of service outlined in 36.01 above.
- 36.03 Notwithstanding 36.02, an employee's total length of service shall be used to calculate service for vacation and severance entitlements.
- 36.04 Contract persons shall be considered members of the bargaining unit after completion of five (5) years of uninterrupted full-time employment i.e. without any break in full-time service of twenty-eight (28) days or more. Unless otherwise stated in the *Employment Standards Act* R.S.P.E.I. 1988.

ARTICLE 37 – SENIORITY

- 37.01 Seniority means length of service with the Employer, including service outside the bargaining unit, and shall be retroactive to the date of hire following completion of the probationary period.
- 37.02 The Employer shall maintain a seniority list showing the date of hire of each employee of the bargaining unit and such list shall be provided on July 1 annually to the Union.
- 37.03 Where qualifications, ability and suitability are equal, seniority shall be the determining factor in determining preference for layoff and recall and in filling vacant or new positions.

ARTICLE 38 - TERM OF AGREEMENT

38.01 Unless otherwise specified, this agreement shall be in effect for the period **July 1, 2020 to June 30, 2023** and shall remain in effect thereafter until it is replaced with a new agreement.

Signed at Charlottetown this 14th, day of October 2020.

TREMPLOY


Witness



President


Witness

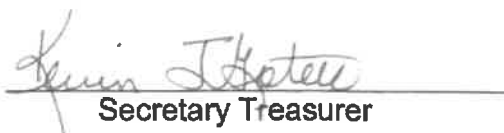

Executive Director

UNION


Witness


President


Witness


Secretary Treasurer

SCHEDULE "A" – RATES OF PAY

The pay scales will be increased as follows:

Dates	Trainer	Supervisor
July 1, 2020	2.0%	2.0%
July 1, 2021	3.5%	3.5%
July 1, 2022	3.5%	3.5%

TRAINER	Dates	Steps			
		1	2	3	4
2.00%	1-Jul-20	\$39,342	\$41,134	\$43,002	\$44,933
		\$20.18	\$21.09	\$22.05	\$23.04
3.50%	1-Jul-21	\$40,719	\$42,573	\$44,507	\$46,506
		\$20.88	\$21.83	\$22.82	\$23.85
3.50%	1-Jul-22	\$42,144.6	\$44,063.3	\$46,065.0	\$48,133.4
		\$21.61	\$22.60	\$23.62	\$24.68

SUPERVISOR	Dates	Steps			
		1	2	3	4
2.00%	1-Jul-20	\$44,046	\$45,569	\$48,104	\$50,286
		\$22.58	\$23.37	\$24.67	\$25.79
3.50%	1-Jul-21	\$45,587	\$47,163	\$49,788	\$52,046
		\$23.37	\$24.19	\$25.54	\$26.69
3.50%	1-Jul-22	\$47,183	\$48,814	\$51,530	\$53,868
		\$24.19	\$25.03	\$26.43	\$27.62

Each member of the bargaining unit employed as of the signing date shall receive a lump sum payment equal to 1% of their annual salary as of that date. The lump sum payment shall be paid within thirty (30) days of signing of the collective agreement.

SCHEDULE "B" - DEFERRED SALARY PLAN

1. Description

- (a) The Deferred Salary Plan shall afford employees the opportunity to take up to a one (1) year leave of absence, and, through deferral of salary, finance the leave.
- (b) The one (1) year's leave of absence with pay will be financed by deferring part of the employee's salary each year for four (4) years. Other allowable deferred salary plans arrangements include two (2) years salary payment over a three (3) year period and three (3) year's salary payment over a four (4) year period. An Employer and employee may enter into a variation of this plan by mutual consent provided the variation is permitted under the *Income Tax Act* of Canada.

2. Qualifications

Any permanent is eligible to participate in the Plan.

3. Application

- (a) An employee must make written application to the Employer on or before November 1st of the year preceding the year the salary deferral is to commence, requesting permission to participate in the Plan.
- (b) Written acceptance or denial of the employee's request—will be forwarded to the employee.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employer.

4. Salary Deferral

- (a) In each year or portion of a year of participation in the Plan preceding the leave, an employee shall be paid a reduced percentage of regular salary. The remaining percentage shall be deferred and this accumulated amount plus interest earned shall be paid to the employee during the leave. The Employer will credit interest to the Employee in an amount equivalent to that available in a basic savings account at the financial institution with which the Employer maintains its accounts

- (b) During the leave the Employer shall pay to the employee the total of the deferred income plus all accrued interest in installments conforming to the regular pay periods.

5. Benefits

- (a) Subject to the terms and conditions in the contract of insurance, the employee shall be eligible to maintain his/her group insurance benefits during the leave as outlined in Article 26.01 and 26.02(b). During the leave of absence the employee does not accumulate vacation, sick leave or any other benefits which accrue based on paid hours.
- (c) The Employer and Employee shall make pension contributions on 100% of the Employee's earned income during the deferral year(s), and no pension contributions shall be made during the year of leave. (eg. An employee earning \$20K per year, but taking a 3 over 4 year deferral shall be paid \$15K per year for 4 years; however, she/he and the Employer shall make pension contributions based on the \$20K earned in each of the 3 deferral years.)

6. Withdrawal from the Plan

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

7. Deferral of Leave

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

8. Return from Leave

- (a) On return from leave, an employee shall return to his/her previous position.
- (b) An employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefits that would have been received had the leave of absence not been taken.

LETTER OF UNDERSTANDING – MENTAL HEALTH

The Employer acknowledges that sickness or disability referred to in Article 18.01 includes mental health problems which render an employee incapable of carrying out the normal duties of his/her employment.

LETTER OF UNDERSTANDING - LAYOFF AND RECALL

- (a) During the life of this agreement any Permanent Employee in the bargaining unit who is subject to lay-off shall have a right of recall to any available position in the bargaining unit for a period of eighteen (18) months provided the employee has the qualifications and ability to perform the available work.
 - (a) No severance shall be payable pursuant to article 35 until such time as either the eighteen month recall period has expired or the employee waives any right to recall.
 - (b) A Permanent Employee with recall rights shall have the right to displace any existing part time Contract Employee provided they have the qualifications and ability to perform the work of the Contract Employee. The terms and conditions of employment shall be that of a Contract Employee. No severance is payable so long as the person remains employed with Tremploy in any capacity.
 - (c) The Employer shall provide the affected employee with an accurate projection of their severance amount at the time of layoff.

LETTER OF UNDERSTANDING – SICK LEAVE CAP

Effective as of the 2014 collective agreement the cap on accumulated sick leave in article 18.02 was decreased to a 120 day maximum. The Employer agrees to grandparent any employee with accumulated sick leave in excess of 120 days as of the date of signing. Such employees shall retain any excess accumulation until such time as their sick bank is drawn down below 120 days.

