

COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF PRINCE EDWARD ISLAND

AND

THE WORKERS COMPENSATION BOARD OF PRINCE EDWARD ISLAND

AND

THE ISLAND REGULATORY AND APPEALS COMMISSION

AND

THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES

April 1, 2022 – March 31, 2025

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PREAMBLE - PURPOSE OF AGREEMENT

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

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

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

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

For the purpose of this Agreement,

- 1.01 "Alternate workplace" means a location which is designated by the Employer as a temporary work location where the employee performs the duties of their position.
- 1.02 "Casual employee" means an employee in the unclassified division who is hired under the following conditions:
 - (a) to perform seasonal work activities, or
 - (b) to fill shifts for more than one shift employee on a call-in basis.
- 1.03 "Classified division" means classified full-time and part-time positions and consists of permanent, probationary and provisional employees.
- 1.04 "Classified employee" means a probationary, provisional or permanent employee.
- 1.05 "Commission" means the Prince Edward Island Public Service Commission.
- 1.06** "Continuous service" means the most recent period of uninterrupted employment.
 - (a) Continuous service shall only be deemed to be interrupted if any of the following occur:
 - (1) a layoff under the provisions of Article 36,
 - (2) a resignation,
 - (3) dismissal for just cause without reinstatement,
 - (4) rejection during a probationary period, or
 - (5)** in the case of a casual or temporary employee, upon the completion of an assignment; however, in the event that a casual or temporary employee who has completed an assignment is recalled within **sixty (60)** calendar days for a subsequent assignment, the employee shall be considered to have continuous service for both periods of employment.

- (b) Continuous service includes periods of approved leave of absence with or without pay and in the case of classified part-time employees includes times when they are not required to work.
 - (c) Continuous service for casual and temporary employees and PSC temporary also includes any periods of leave of absence without pay, which they are entitled to be granted under the maternity, adoption and parental leave and compassionate care leave provisions of the *Employment Standards Act* and educational training leave in the *Apprenticeship and Trades Qualification Act*.
 - (d) The calculation of continuous service during the recall period shall be as outlined in Article 36.06.
- 1.07 "Contract employee" means an employee engaged by means of a contract authorized by an Employing Authority for temporary employment for a fixed term. Contract employees shall not perform the jobs of employees covered by this Agreement.
 - 1.08 "Day" means a working day unless otherwise stipulated in this Agreement.
 - 1.09 "Deputy Head" means the Deputy Minister of a Department or the Chief Executive Officer of an Agency.
 - 1.10 "Domicile" means the place where the employee maintains their residence.
 - 1.11 "Employer" means **His** Majesty in the right of the Province of Prince Edward Island and in relation to consultation and negotiation means the Treasury Board or such other body as the Lieutenant-Governor-in-Council may designate.
 - 1.12 "Employing Authority" in relation to a department or agency means the department head or the deputy head or such other official as the department head may designate.
 - 1.13 "Leave of absence" means absence from work with permission.
 - 1.14 "Part-time" in relation to a permanent, probationary or provisional employee means an employee who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis. Part-time employees shall be entitled to the benefits of the Collective Agreement on a prorated basis.
 - 1.15 "Party" means the Employer or the Union.
 - 1.16 "Permanent employee" means an employee appointed by the Commission to a position in the classified division who has completed the probationary period.
 - 1.17 "Primary workplace" or "Workplace" means that location which is designated by the Employer as the normal place of work for an employee where the employee performs the duties of their position.
 - 1.18 "Probationary employee" means an employee appointed by the Commission to a position in the classified division who has not completed the probationary period.
 - 1.19 "Promotion" means the appointment of an employee, as a result of competition or a classification review to a position having a higher maximum salary.
 - 1.20 "Provisional employee" means an employee appointed by the Commission to a position in the classified division whose qualifications are incomplete for appointment as a **trial or** probationary employee.

- 1.21 "Recall list" means a list of employees eligible for re-employment as outlined in Article 36. This list shall be maintained by the Commission and a copy shall be sent to the Union on a quarterly basis commencing January 1, 2002.
- 1.22 "Shift" means the regular consecutive working hours scheduled for a shift employee which may occur in any twenty-four (24) hour period. The twenty-four (24) hour period will normally commence with the night shift unless a particular workplace, on an on-going basis, designates that the twenty-four (24) hour period commences with the day shift.
- 1.23 "Shift employee" means an employee whose work schedule varies from day to day or week to week.
- 1.24 "Spouse" includes a person living with an employee for at least twelve (12) months as a couple in a relationship of some permanence.
- 1.25 "Student employee" means a person employed in the period May to September who has been in full-time attendance as a student at an educational institution and affirms at the time of appointment that they will return to full-time attendance at an educational institution in the same year. No layoff of employees in the unclassified division shall occur as a result of student employment.
- 1.26 "Temporary assignment" means the temporary transfer of an employee, for a specified period of time, from one position to another position with the Employer.
- 1.27 "Temporary employee" means an employee in the unclassified division engaged to perform specific duties for a specified time period because of:
- (a) a leave of absence of a classified employee through sickness, accident, vacation or other approved leave of absence,
 - (b) a vacancy in a classified position while an Employing Authority is determining whether or not a position is to be filled, or
 - (c) the initiation of a special project including an extra workload.
- 1.28 "Transfer" means to transfer an employee to a position for which the maximum rate of pay does not exceed the maximum rate of pay for the position from which the employee is transferred.
- 1.29 "Unclassified division" means positions which are not permanent and consists of casual, contract, temporary and student employees.
- 1.30 "Union" means the Prince Edward Island Union of Public Sector Employees.
- 1.31 "Weekend" means forty-eight (48) consecutive hours, including at least forty-six (46) hours on Saturday and Sunday.
- 1.32 Whenever the singular is used, the same shall be construed as meaning the plural and vice versa unless otherwise specifically stated.
- 1.33 Except as otherwise provided in this Agreement, expressions defined in the *Civil Service Act* and Regulations have the same meaning as therein defined.
- 1.34 Subtitles at the beginning of each sub-article shall form no part of the article but shall be construed as being used for convenience of reference only.

ARTICLE 2 - APPLICATION OF ARTICLES TO VARIOUS TYPES OF EMPLOYEES

2.01 Definition of Employee

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

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

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

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

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

- (a) Such employees shall be paid at an hourly rate which is twelve percent (12%) greater than the step in the classification title for which the employee is employed. This calculation allows for pay in lieu of vacation, statutory holidays and sick leave.
- (b) During the term of this Agreement, temporary employees hired for a period of less than four (4) months, and casual employees under Article 1.02(a) may elect to be paid an hourly rate which is eight percent (8%) greater than the step in the classification title for which the employee is employed plus be provided paid leave for any statutory holidays which fall within their period of employment **pursuant to Article 22.04**. This eight percent (8%) calculation allows for pay in lieu of vacation and sick leave.
- (c) Such employees shall be granted a pay increment to the next step in the pay range on the completion of each nineteen hundred and fifty (1950) or two thousand and eighty (2080) hours paid, depending on their hours of work code and provided the maximum step has not been reached. For those employees who have had breaks in continuous service, the accumulation of hours for increment purposes begins on April 1, 2001. **Where an employee has had a break in service of two (2) years or more, their previous service hours will not carry forward to their new period of employment.**
- (d) Temporary employees who have been employed for less than four (4) months and have their position extended, or immediately move into another temporary position, shall be eligible to be considered as a temporary employee under Article 2.01(a).
- (e) Employees under Article 2.02 shall be subject to the following articles in the Collective Agreement:

Article 5	Employee Rights
Article 6	Union Recognition and Union Security
Article 7	Information
Article 9	Hours of Work
Article 10	Shift Work - Articles 10.01, 10.02, 10.03 and 10.10

Article 11	Rates of Pay
Article 13	Overtime
Article 20	Protective Clothing and Safety Equipment
Article 24	Bereavement Leave – Article 24.12
Article 26	Grievance and Adjudication Procedures
Article 27	Access to a Steward – Article 27.03
Article 29	Safety and Health
Article 34	Travel Allowances
Article 36	Layoff Notice - Articles 36.07 - 36.10
Article 38	Temporary Assignments
Article 39	Duty to Accommodate - Articles 39.01- 39.03

- (f) Notwithstanding Article 2.02 (a) and (b), such employees who work on a statutory holiday shall be paid the holiday premium rate for scheduled hours worked on a holiday and double time for all hours worked in excess.
- (g) Such employees shall not accumulate any sick leave. However, they shall be entitled to use any sick leave accumulated prior to July 4, 1996, provided the employee does not have a break in service greater than one (1) year. This leave shall be granted for any illness which occurs during the period when the employee is scheduled to work provided the illness meets the conditions outlined in Articles 23.09 - 23.13.
- (h) Notwithstanding Article 2.02(a), (b) and (e), such employees are entitled to apply for leave without pay for personal illness. Such leave shall not interrupt continuous service.

2.03 Hiring and Duration of Employment for Temporary and Casual Employees

Subject to the provisions of Article 38,

- (a) An Employing Authority may employ a casual employee to perform seasonal work activities (Article 1.02(a)) or a temporary employee (Article 1.27), for a maximum period of one thousand forty (1040) hours in a fiscal year.
- (b) Casual employees as defined in Article 1.02(b) and all temporary employees hired for more than one thousand forty (1040) hours shall be hired through a competitive process approved by the Commission.
- (c) Temporary employees hired under Article 2.03(b) shall not be appointed for a period in excess of twenty-four (24) months unless mutually agreed by the Employer and the Union.

2.04 Job Creation Projects

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

ARTICLE 3 - SAVINGS CLAUSE

- 3.01 If any Article in this Agreement shall be found to be in conflict with any Statute, such Article shall be deemed null and void. However, such Article shall be separable from the

remainder of this Agreement, and all other Articles herein shall continue in full force and effect. The parties to this Agreement shall negotiate a replacement for the Article rendered null and void.

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

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer and, without limiting the generality of the foregoing, include the following:
- (a) to manage and direct employees,
 - (b) to hire, promote, transfer, assign, retain employees, and to establish positions,
 - (c) to suspend, demote, discharge, or take other proper disciplinary action,
 - (d) to relieve employees from duties because of lack of work or other proper reasons,
 - (e) to maintain the efficiency of operations, and to make rules and regulations to be observed by employees,
 - (f) to determine the methods, means and personnel by which such operations are to be conducted,
 - (g) to evaluate jobs, classify positions, specify the employees' duties,
 - (h) to take whatever action may be necessary to carry on operations in situations of emergency.
- 4.02 These rights shall not be exercised in a manner inconsistent with the expressed provisions of this Agreement.

ARTICLE 5 - EMPLOYEE RIGHTS

5.01 No Discrimination

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

5.02 No Conflicting Written or Verbal Agreements

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

5.03 Harassment-Free Work Environment

The Union and the Employer recognize the right of employees to work in an environment free from harassment and the Employer agrees to take such disciplinary

action as is necessary respecting an employee engaging in harassment in the workplace.

5.04 Respectful Workplace Policy

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

5.05 Harassment Grievance

An employee who wishes to pursue a concern arising from harassment may, with the approval of the Union, submit a grievance in writing directly to the final level in the grievance process. Grievances of this nature shall be treated in strict confidence by both the Union and the Employer. Where a grievance is filed prior to completion of the complaint process pursuant to **the Respectful Workplace Policy**, the Grievance shall be held in abeyance pending completion of the complaint process.

5.06 The Employer will follow any domestic violence provisions enacted under the *Employment Standards Act*.

ARTICLE 6 - UNION RECOGNITION AND UNION SECURITY

6.01 Authorized Representative

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

6.02 Bi-weekly Union Dues

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

6.03 Notification of Deduction

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

6.04 Remittance of Dues

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

6.05 Liability

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claims or liability

arising out of an error committed by the Employer.

ARTICLE 7- INFORMATION

7.01 Copies of Collective Agreement

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

7.02 Information for New Employees

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

7.03 Union Dues on T-4 Slips

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

7.04 Pay Related Information

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

7.05 Information for the Union

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

rate;

- (6) Salary cost for UPSE bargaining unit - showing separate amounts for classified and unclassified divisions; and
- (7) Employee name, home address and work address.

ARTICLE 8 - BULLETIN BOARDS

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

ARTICLE 9 - HOURS OF WORK

9.01 Normal Hours of Work

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

<u>Letter Code</u>	<u>Daily Hours of Work</u>	<u>Average Weekly Hours of Work</u>
X	7 ½	37 ½
Y	8	40

- (b) The schedule of hours of work for shift employees shall be as outlined in Article 10.
- (c) In any case where the Employer requires a change in an employee's schedule to meet operational requirements, the Employer shall first engage in open discussion with an elected representative or employee of the Union and affected employees to resolve any issues arising from the schedule change.
- (d) Where the Employer wishes to change the work schedule of an employee on less than twenty-four (24) hours notice for a short-term operational requirement, the Employer may do so with the agreement of the employee.

9.02 Snow and Ice Control Activities

From November 15 to April 30, employees in the Department of Transportation and Infrastructure who are involved in operating equipment and other snow and ice control activities are considered to be on-duty status from 12:01 a.m. Monday to 12:00 midnight Friday (120 consecutive hours). Employees will be paid their regular weekly salary during the on-duty status period; however, all hours worked in excess of forty (40) and all hours worked between 12:01 a.m. Saturday to midnight Sunday shall be

paid at the applicable overtime rate. For the period November 15 to April 30, these employees must have the prior approval of the Employing Authority if they wish to leave the province. Such approval shall not be unreasonably denied. These employees are not eligible for any benefits under the Articles in this Agreement covering Standby, Callback and Shift Premium.

9.03 Rest Periods

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

9.04 Summer Hours

Summer hours shall be determined in consultation with the Union.

9.05 Rescheduling and Overtime Compensation

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

9.06 Flexible Work Arrangements

- (a) Notwithstanding Article 9.01, if a non-shift employee requests a flexible daily hours of work system, and where operational requirements permit, the Employing Authority shall endeavor to approve the employee's request and such request shall not be unreasonably denied.
- (b) Upon the request of a non-shift employee and the concurrence of the Employing Authority, an employee may complete the average weekly hours of work in a period other than five (5) full days provided that over a period of fourteen (14) or twenty-one (21) or twenty-eight (28) calendar days, an employee works an average of thirty-seven and one-half (37½) or forty (40) hours per week according to the hours of work code.
- (c) Variations in an employee's daily hours of work may occur as a result of staggered starting or finishing times or alteration in the amount of time taken as a lunch break. The lunch break for an employee will not be less than one-half (½) hour and not more than one and one-half (1½) hours.
- (d) An employee wanting to establish a flexible hours schedule must submit a request to the Employing Authority and receive approval. Any such approval shall be for an initial trial period of three (3) months following which the arrangement shall be extended on an indefinite basis provided the Employing Authority and the employee are in mutual agreement. Extensions can be denied or terminated dependent upon operational requirements.
- (e) All requests and responses in this Article shall be in writing.

9.07 Daylight Saving Time

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

9.08 Working During a Meal Break

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

9.09 Minimum Employment Guarantee

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

9.10 Preference for Work in Excess of Guarantee

Classified part-time employees who want to work in excess of their minimum employment guarantee shall be given preference over casual or temporary employees provided they have given their supervisor written notification specifying their availability. The preference shall not be used to extend a classified part-time employee's normal work term.

9.11 Exercising Minimum Employment Guarantee

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

9.12 Courses, Workshops and Meetings

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

9.13 Job Sharing

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

ARTICLE 10 - SHIFT WORK

10.01 Normal Hours of Work

- (a) The normal daily and weekly hours of work for shift employees with letter code X shall be
 - (1) seven and one half (7½) hours per shift and thirty-seven and one half (37½) hours per week, excluding meal breaks, averaged over a two (2) or four (4) week period, or

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

10.02 **Shift Premiums**

- (a) A shift premium of \$2.25 per hour shall be paid to a shift employee, who works in a work unit which provides twenty-four (24) hours continuous service, for all hours worked between 6:00 p.m. and 8:00 a.m. provided the majority of the employee's shift falls within this time period.
- (b) A premium of \$1.00 per hour shall be paid to a non-shift employee for all hours worked during a work period which extends beyond 12:00 a.m.
- (c) Employees working twelve (12) hour shifts shall receive shift premiums for all hours worked except those hours that normally constitute part of a day shift for eight (8) hour shift employees, e.g. outside 7:00 a.m. - 3:00 p.m., 7:30 a.m. - 3:30 p.m., 8:00 a.m.- 4:00 p.m. or whatever eight (8) hour day shift is applicable at the workplace.

10.03 **Payment of Shift Premiums**

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

10.04 **Rest Between Shifts**

No eight (8) hour shift employee shall be required to have less than sixteen (16) hours rest between shifts and no twelve (12) hour shift employee shall be required to have less than twelve (12) hours rest between shifts, without the mutual consent of the employee concerned and the employee's supervisor.

10.05 **Posting Shift Schedules**

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

10.06 **Rotation on Shift Schedules**

- (a) In order that equitable working conditions shall prevail, the Employing Authority shall, where administratively possible, divide equally among all those classified employees in each classification in each unit:
 - (1) the rotation from one shift to another,
 - (2) weekends off duty, and
 - (3) consecutive days off.
- (b) Employees will not be required to rotate to more than two (2) shifts in any given week.

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

10.07 Maximum Consecutive Shifts

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

10.08 Short Notice Change to Schedule

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

10.09 Short Notice on Shift Reassignment

If full-time employees do not receive at least forty-eight (48) hours notice that they are required to work on a shift other than the shift previously assigned they shall be compensated at the overtime rate for the hours worked on the reassigned shift.

10.10 Reporting Pay

Employees who report for work at an assigned/scheduled starting time and who are advised that they are no longer required to work, shall be paid at their regular rate of pay for the length of the assigned shift, if no work is made available for them.

10.11 Weekends Off

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

10.12 Employee Request to Work on Weekend Off

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

10.13 Master Rotations

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

10.14 **Preference for Days Off**

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

10.15 **Exchanging Days Off or Shifts**

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

10.16 **Double Shifts**

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

10.17 **Access to Educational Courses**

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

10.18 **Split Shifts**

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

10.19 **Implementation of Twelve Hour Shifts**

A committee consisting of two (2) representatives of the Employer, a union representative, a Steward and an employee representative chosen by the employees shall co-ordinate a twelve (12) hour shift rotation implementation plan. If the Employer and two thirds of the permanent and probationary shift employees in one or more units at a workplace mutually agree to implement a twelve (12) hour shift rotation, then a twelve (12) hour shift shall be implemented in the workplace. At the end of the first six (6) months of the twelve (12) hour shift rotation, the Employer, a union representative, a Steward and an employee representative working the shift rotation, shall meet to review the operation of the shift rotation and discuss any changes to the shift rotation that either party wishes to see implemented.

10.20 **Weekend Premiums**

- (a) A weekend premium of \$1.50 per hour shall be paid to an employee for all hours worked between 2400 hours Friday and 2400 hours Sunday.
- (b) The weekend premium in (a) shall be paid in addition to shift premiums and shall apply to all hours worked including callback, holiday and overtime hours.
- (c) The weekend premium in (a) shall be limited to employees working in 24/7 operations.

ARTICLE 11 - RATES OF PAY

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

For the term of this Agreement, the rates of pay for classifications shall be in

accordance with Schedules A-1 and A-2 which form part of this Agreement.

11.02 **Provisional Employees**

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

11.03 **Casual and Temporary Employees**

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

11.04 **New Classification Titles**

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

11.05 **Designated Employees Transportation Conditions Allowance**

- (a) **The parties acknowledge that certain designated workplaces must continue to function when specific government operations are closed due to storm conditions or because of the condition of public streets or highways. In recognition of this fact designated employees within designated classifications employed in designated workplaces shall be compensated in accordance with Article 11.05(b). Designated employees in this Article shall be subject to the provisions of Article 24.11(a) and (b).**
- (b) **Employees covered by the provisions of Article 11.05(a) shall be paid an allowance by the end of May of 1.5% of their hourly rate multiplied by all regular hours paid between April 1 and March 31 of the previous fiscal year in the designated position. To be eligible, employees must work in a designated position between November 1 of the previous year and March 31 of the calendar year in which the payment is made. This allowance does not apply to employees covered by Article 9.02.**

11.06 **Tool Allowance**

- (a) Temporary and casual employees with more than six (6) months continuous service and classified employees shall be paid one (1) of the following tool allowances to cover the use of personal tools used in the performance of their duties with the Employer:

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

11.07 Cash Handling Errors

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

11.08 Delegated Child Protection Worker Allowance

An employee who has been delegated specific powers and duties of the Director of Child Protection under the *Child Protection Act* shall be paid an allowance of **\$2000** per year. This allowance shall be added to the employee's salary and paid on a biweekly basis. The allowance shall be pro-rated for part-time employees and for those employees who receive delegation part way through the year.

11.09 Apprentices

- (a) The Employer agrees to continue being a participating employer under the apprenticeship program in accordance with Letter of Understanding #7 Tradesworker Apprenticeship Principles.
- (b) The Employer, in consultation with the Department of Education and **Early Years**, shall develop an apprentice job description for each year of the apprenticeship program. The Commission shall evaluate the classification and assign an appropriate pay rate pursuant to Article 11.04.
- (c) Apprentices shall be compensated at a pro-rated on percentage basis as follows; first year- sixty **five** percent (**65%**), second year- seventy **five** percent (**75%**), third year- eighty **five** percent (**85%**), fourth year- ninety **five** percent (**95%**), of the applicable rates in Schedule A, in accordance with the Apprenticeship Guidelines and Policy established in the Department of Transportation **and** Infrastructure.

ARTICLE 12 - INCREMENT INCREASES

12.01 Increments in Same Pay Range

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

pay range. The computation of hours shall not include overtime.

12.02 Increments on Promotion

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

12.03 Credited Hours for Maternity or Parental Leave

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

ARTICLE 13 - OVERTIME

13.01 Requirement to Work Overtime

Notwithstanding Article 10.04 the Employing Authority, for reasonable cause, may require any employee to work overtime to meet operational requirements or in cases of emergency.

13.02 Authorization

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

13.03 Advance Notice

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

13.04 Definition of Overtime

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

13.05 Overtime Compensation for Single Asterisk Code

- (a) Subject to Article 9.02, employees with a single asterisk in the column headed Overtime Code in Schedule A-2, shall be entitled to compensation at the rate of time and one-half for all overtime hours worked except that compensation shall be at the rate of double time for that portion of overtime that exceeds seven and one-half (7½) or eight (8) hours of contiguous overtime, depending on the hours of work code.
- (b) All overtime shall be calculated to the nearest quarter hour. However, compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes.
- (c) Overtime shall be compensated by pay except when the employee requests compensatory leave with pay. The duration of the compensatory leave shall be equal to the overtime hours worked multiplied by the applicable overtime rate.

Compensatory leave shall be granted at times mutually agreeable to the Employing Authority and employee.

13.06 Compensation for Back to Back Work Periods

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

13.07 Overtime Compensation for Double Asterisk Code

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

13.08 Overtime Meal Allowance

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

13.09 Preference for Overtime Work Opportunities

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

13.10 Overtime Travel Allowance

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

ARTICLE 14 - COMPENSATION ON PROMOTION BY COMPETITION OR RECLASSIFICATION

14.01 Normal Compensation

Subject to Articles 14.02, 14.03, 14.04 and 14.05, the rate of compensation of an

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

14.02 Higher Than Normal Compensation

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

14.03 Less Than Minimum Qualifications

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

14.04 Minimum Qualifications

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

14.05 Increase Within \$100

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

ARTICLE 15 - STANDBY

15.01 Definition of Standby

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

15.02 Compensation for Standby

When designated by the Employing Authority to standby, an employee shall receive standby pay of \$22.00 for each period of eight (8) hours or less. If the standby period or a portion of it occurs on a statutory holiday, the standby allowance paid shall be \$23.00 for each period of eight (8) hours or less.

15.03 Available for Duty

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

15.04 **Not Reporting for Duty**

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

ARTICLE 16 - CALLBACK

16.01 **Definition of Callback**

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

16.02 **Callback Compensation**

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

16.03 **Telephone or Computer Response**

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

16.04 **Callback Transportation Allowance**

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

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

ARTICLE 17 - ACTING PAY

17.01 **Entitlement to Acting Pay**

When an employee is required by the Employing Authority to perform the primary functions of a position with a higher maximum salary for a period of four (4) consecutive working days or more, the employee shall be paid acting pay to be effective to the day the employee commenced the acting appointment. The rate of acting pay shall be the greater of:

- (a) the first step of the pay range for the higher position being filled, or
- (b) the step in the pay range for the higher position being filled which provides

an increase of not less than seven percent (7%).

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

17.02 Reversion to Regular Position

The employee, on reversion to their regular position, will be paid at the rate which would have been paid had the employee not held an acting appointment in the interim.

17.03 Time Limit on Acting Appointment

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

ARTICLE 18 - SEVERANCE PAY AND RETIRING PAY

18.01 Entitlement to Severance Pay

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

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

18.02 Entitlement to Retiring Pay

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

18.03 Calculation of Severance Pay or Retiring Pay

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

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

to a maximum of thirty (30) weeks pay.

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

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

to a maximum of 26 weeks pay.

- (c) Severance pay or retiring pay shall be calculated on the hourly rate in effect for the employee's classification title and step at the time of severance. The computation of total paid hours during service shall not include overtime hours.
- (d) An employee who has been granted maternity or parental leave under Article 24.03 shall be given credit for severance pay or retiring pay purposes for the number of hours calculated on the same basis as if the employee had been at work. Credited hours will be based on the average weekly hours paid to the employee in the twenty (20) weeks prior to the commencement of the leave times the number of weeks of maternity or parental leave.

18.04 Claimant in Death Situation

If severance pay is granted because of the death of an employee, the severance pay shall be paid to the employee's **estate**.

18.05 No Pyramiding of Pay

Severance pay is not payable in addition to Retiring Pay.

18.06 Timing Receipt of Severance Pay or Retiring Pay

- (a) An employee eligible for severance pay or retiring pay may elect to immediately receive such pay or defer receipt until the beginning of the next calendar year, provided the next calendar year is within the same fiscal year that the amount is payable.
- (b) In the case of a layoff, severance pay is payable in accordance with Article 36.06 (h) or **(i) (2)**.

ARTICLE 19 - INJURY ON DUTY

Leave Without Pay

19.01 Application of the *Workers Compensation Act*

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

19.02 Length of Leave of Absence

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

ninety (90) days has elapsed, whichever is less.

19.03 Recurrence of Injury

If the Workers Compensation Board deems a recurrence of an injury to be a continuation of an initial claim, and the recurrence occurs within sixty (60) calendar days of the expiry of the initial leave of absence, the employee shall only be entitled to those days which are unused from the initial three hundred and sixty (360) days leave of absence under Article 19.02. If the recurrence occurs after sixty (60) calendar days following the expiry of the initial leave of absence, the employee shall be entitled to receive the leave of absence outlined in Article 19.02.

19.04 Options if Medically Unfit

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

- (a) the employee may be transferred to a position for which the Employer deems the employee qualified, where the duties are less onerous and within the employee's physical capabilities or provided other accommodation measures in accordance with Article 39, or
- (b) if a transfer or other reasonable accommodation measure is not available, the employee shall be provided disability leave in accordance with Article 24.09(b).

19.05 Application of Layoff Provisions

If at the end of the disability leave the employee's medical condition is such that the employee is unable to fulfill the functions of the employee's position and cannot be accommodated under the provisions of Article 39, then the employee may be laid off in accordance with Article 36.

19.06 Group Insurance and Pension Contributions

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

19.07 Earnings in Excess of WCB Maximum Earnings Ceiling

Notwithstanding Article 19.01, in the event that the salary of an employee, at the time of a claim under the *Workers Compensation Act*, exceeds the maximum annual earnings established by regulation, the Employer shall during injury on duty leave continue to pay the employee an amount equal to 85% of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers Compensation Board up to the maximum annual earnings.

19.08 Service Credited During Leave

During the period of injury on duty leave, increments, sick leave, vacation leave, severance pay and retiring pay will continue to be accumulated and calculated on the same basis as if the employee had been at work.

19.09 Delayed or Rejected Compensation Claims

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

19.10 Leave with Pay for Missed Portion of Day/Shift

An employee, who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the day or shift without deduction from sick leave, unless a doctor states the employee is fit for further work that day or shift.

19.11 Injury in the Performance of Volunteer Work

- (a) An employee who volunteers for duty as a volunteer firefighter or emergency measures organization volunteer and who is injured in the course of performing volunteer duties will be provided leave of absence under the provisions of Article 19.02 and 19.03.
- (b) During the leave of absence the employee will be provided with continuity of service for pension and group insurance purposes as well as sick leave, vacation leave, severance and retiring pay service credits. The Employer shall maintain the employee's contributions to pension and group benefits for the term and to the extent provided for in Article 19.06.

ARTICLE 20 - PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

20.01 Uniforms for Service Workers and Cooks

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

20.02 Protective Clothing and Footwear

The Employer agrees to the following provisions regarding protective clothing and footwear, subject to the Employer being provided with receipts:

- (a) **(1)** \$90 per year towards the cost of coveralls or shop coats to permanent employees of the Department of **Transportation and Infrastructure** in the following working titles:

- | | |
|------------------------------|--------------------------------|
| Automotive Electrician | Maintenance Supervisor I |
| Automotive Service Worker | Maintenance Tradesworker I-III |
| Equipment Operators I-IV | Maintenance Worker I-III |
| Heavy Duty Mechanic I-III | Mechanic |
| Labourer I-II | Sign Technician I-III |
| Machinist I-II | Storekeeper I-II |
| Maintenance Electrician I-II | Stores Supervisor |
| Maintenance Painter | Utility Worker |
| Maintenance Plumber I-II | Welder I-II |

- (2) \$90 per year towards the cost of coveralls or shop coats to permanent employees of the **Department of Finance** in the working titles of Audio Visual Technician I-II and Photographer.
- (3) If coveralls become damaged while in the performance of the employee's duties and the coveralls no longer provide the required protection, the Employer shall replace the coveralls at no cost to the employee.
- (b) (1) An employee required to wear safety footwear shall be reimbursed by the Employer to a maximum of \$150 per fiscal year subject to the Employer being provided with a receipt for the purchase of CSA approved footwear from the employee. If safety footwear becomes damaged while in the performance of the employee's duties and the footwear no longer provides the required protection, the Employer shall replace the safety footwear at no cost to the employee.
- (2) Notwithstanding Article 20.02(b)(1), an employee may request to be reimbursed to a maximum of \$300 if the employee agrees to forego the right to request reimbursement the subsequent fiscal year.
- (3) Notwithstanding Article 20.02(b)(1), the parties agree that temporary and casual employees with less than six (6) months continuous service who are required, as a term and condition of employment, to provide their own safety footwear shall be reimbursed by the Employer to a maximum of fifty (\$50) dollars per fiscal year subject to the Employer being provided with a receipt for the purchase of CSA approved footwear from the employee.
- (c) Snowmobile suits and rainwear shall be made available for temporary and casual employees with six (6) months or more continuous service and classified employees who are required to work outdoors in inclement weather.
- (d) (1) The Employer shall provide protective clothing for the use of employees in the working titles of Store Clerk, Senior Store Clerk, and Warehouse Worker of the Liquor Control Commission.
- (2) The Employer shall provide three (3) blouses or shirts for all employees in retail operations of the Liquor Control Commission.
- (e) An employee in the working title of Agricultural Field Worker I employed by the P.E.I. Museum and Heritage Foundation shall be provided \$60 per year towards the costs of protective clothing.
- (f) Notwithstanding the allowances outlined in Article 20.02(a), (b) and (e), the Employer may opt to provide protective clothing and footwear to the eligible employees.

20.03 Protective Equipment and Identifiable Uniforms

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

ARTICLE 21 - VACATION

21.01 Accumulation of Credits

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

- (a) Employees who have completed less than six (6) years continuous service shall earn vacation entitlement at the rate of seven and one-half (7.5) hours for each one hundred and thirty (130) hours of work or paid leave for employees with letter code X and at the rate of eight (8) hours for each one hundred and thirty- eight point six (138.6) hours of work or paid leave for employees with letter code Y.
- (b) Employees who have completed six (6) years continuous service shall earn vacation entitlement at the rate of seven and one-half (7.5) hours for each ninety-seven (97) hours of work or paid leave for employees with letter code X and at the rate of eight (8) hours for each one hundred and four (104) hours of work or paid leave for employees with letter code Y.
- (c) Employees who have completed fifteen (15) years continuous service shall earn vacation entitlement at the rate of seven and one-half (7.5) hours for each seventy-eight (78) hours of work or paid leave for employees with letter code X and at the rate of eight (8) hours for each eighty-three point two (83.2) hours of work or paid leave for employees with letter code Y.
- (d) Employees who have completed twenty-six (26) years continuous service shall earn vacation entitlement at the rate of seven and one-half (7.5) hours for each sixty-five (65) hours of work or paid leave for employees with letter code X and at the rate of eight (8) hours for each sixty-nine point three (69.3) hours of work or paid leave for employees with letter code Y.
- (e) "Continuous service" as used in this Article shall include service in the unclassified division if there is no break in service as defined in Article 1.06.
- (f) The computation of hours of work or paid leave shall not include overtime.

21.02 Advanced Credits

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

21.03 Prior Approval

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

21.04 Carryover

- (a) In the event of employees not receiving their vacation during any fiscal year, their right to vacation will not carry over to the next fiscal year without the permission of the Employing Authority. However, if employees do not receive requested vacation during the fiscal year, that portion not granted shall automatically carry over to the next fiscal year. The maximum amount of vacation which can be carried over is one (1) year's entitlement.
- (b) Notwithstanding (a), employees requesting to carry forward one (1) additional week of requested vacation that was not granted shall notify the Employer of

their intent to do so. Employees must use additional carried over vacation prior to June 30th in the year it was carried over in. If the carried over vacation is not utilized, the Employer shall schedule said vacation.

- (c) Classified part-time employees who accept temporary assignments outside their guaranteed work period, within their own Employing Authority, shall be entitled to carryover any unused vacation leave from the temporary assignment period to their guaranteed employment period.

21.05 Unused Vacation for Provisional and Probationary Employees

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

21.06 Twelve Hour Shifts

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

21.07 Termination of Employment

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

21.08 Length of Vacation Period

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

21.09 Continuous Vacation

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

21.10 Restoration or Transfer of Vacation Credits

- (a) An employee, who terminates employment with the Province of P.E.I. to take immediate employment with another public sector Employer in P.E.I. and is subsequently rehired from that other public sector Employer by the Province of P.E.I., shall have their previous service with the Province of P.E.I. counted for the purpose of calculating vacation entitlement. For the purpose of this Article, a public sector Employer in P.E.I. means Health PEI, the Public Schools Branch, the French Language School Board and any other crown corporations and agencies.
- (b) A person who terminates employment with the Public Schools Branch, the French Language School Board, or any college or university to take employment with the Department of Education and Lifelong Learning in a professional position in the classified division shall have their previous service with the Public Schools Branch, the French Language School Board, or any college or university counted for the

purpose of calculating vacation entitlement.

21.11 Working While on Vacation

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

ARTICLE 22 - STATUTORY HOLIDAYS

22.01 Designated Statutory Holidays

- (a) The following is the list of designated statutory holidays:
- (1) New Year's Day
 - (2) Islander Day
 - (3) Good Friday
 - (4) Easter Sunday
 - (5) Victoria Day
 - (6) Canada Day
 - (7) Labour Day
 - (8) National Day for Truth and Reconciliation**
 - (9) Thanksgiving Day
 - (10) Remembrance Day
 - (11) Christmas Eve Afternoon (4 hours)
 - (12) Christmas Day
 - (13) Boxing Day
 - (14) 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.
 - (15) Any other day observed as a provincial or national holiday.
- (b) Where an employee observes religious holidays not included in Article 22.01, the Employer shall allow that employee to substitute their religious holidays for those days. If the employee is then required to work their holiday, the employee shall be compensated in the same manner as an employee required to work one of the holidays herein.

22.02 Paid Leave for Full-time Employees

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

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

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

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

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

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

$$\frac{\text{Hours of Work or Paid Leave for Employees}}{\text{Hours of Work for Position Title (150 or 160 hours)}} = \text{portion of a day's leave entitlement}$$

22.05 Holiday Falling on Paid Leave Day

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

22.06 Holiday Coinciding with Day of Rest

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

- (a) the day immediately following the employee's day of rest, or
- (b) the day following the employee's annual vacation, or
- (c) another mutually acceptable day between the Employing Authority and the employee within three (3) months of the holiday.

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

- (a) A full-time employee who is scheduled to work and works on a holiday other than Christmas Day shall, in addition to their regular pay, be paid at the holiday premium rate of time and one-half for the employee's scheduled hours worked on the holiday and double time for all hours worked in excess.
- (b) A full-time employee who is scheduled to work and works on Christmas Day shall, in addition to their regular pay, be paid at the holiday premium rate of double time for all hours worked on Christmas Day.
- (c) For the purposes of Article 22.07(a) and (b), "regular pay" means seven and one-half (7½), eight (8) or eleven and one-quarter (11 ¼) hours depending on the length of the scheduled shift.

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

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

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

22.09 Compensatory Leave Option

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

22.10 Christmas - New Year's Scheduling

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

22.11 Unscheduled Work on a Holiday

- (a) If, less than forty-eight (48) hours prior to a holiday, an employee is requested to work on a holiday when the employee was not scheduled to work and works, the employee shall receive pay for hours worked at the holiday premium rate of two (2) times the hourly rate in addition to the paid leave provisions elsewhere in this Article.
- (b) If, forty-eight (48) hours or more prior to a holiday, an employee is requested to work on a holiday when the employee was not scheduled to work and works, the employee shall receive pay for hours worked at the applicable holiday premium rate in addition to the paid leave provisions elsewhere in this Article.

22.12 Fair Distribution of Holidays

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

ARTICLE 23 - SICK LEAVE

23.01 General

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

23.02 Accumulation

Employees shall accumulate sick leave credits at the rate of nine point three seven five

(9.375) hours for each one hundred and sixty-two and one-half (162.5) hours of work or paid leave, up to a maximum accumulation of sixteen hundred and twelve point five (1612.5) hours or seventeen hundred and twenty (1720) hours, depending on the hours of work code.

23.03 Employees with Maximum Accumulation

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

23.04 Advancement

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

23.05 Conditions for Advancement

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

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

23.06 Restoration of Advancement

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

23.07 Termination of Employment

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

23.08 Denial of Advancement

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

23.09 Sick Leave Administration

- (a) All sick leave granted must be signed by the employee, specifying the nature of the illness and certifying an inability to perform the employee's duties, in a format prescribed by the Employer.
- (b) Notwithstanding the provisions of Articles 23.09 and 23.14(a), if an employee does not wish to disclose the nature of their illness on the sick leave application form, the Employing Authority will accept a separate written statement as to the nature of the illness enclosed in a sealed envelope attached to the leave form. Such statements shall be treated as confidential and will be placed in the employee's personnel file until the end of the fiscal year following the fiscal year during which the statement was submitted.

- (c) The Employing Authority shall refer eligible employees to the Group Insurance Plan Administrator for information relating to long term disability prior to the end of the four (4) months of continuous total disability.

23.10 Employee Certification

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

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

23.11 Medical Certificate

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

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

23.12 Submission of Form

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

23.13 Required Medical Certificate

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

23.14 Sickness During Vacation

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

shall have these days credited to their vacation leave accumulation.

23.15 **Addiction Treatment**

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

23.16 **Disabled Employee Options**

- (a) If as a result of a medical examination, the employee is found to be physically or mentally disabled from performing the functions of the position the employee occupies, the employee may request an accommodation pursuant to Article 39.
- (b) If a reasonable accommodation of the disability is not available, the employee will be placed on sick leave until sick leave credits are exhausted or the employee is able to return to work, whichever occurs first; or
- (c) If the employee is unable to return to work or be accommodated by the date sick leave credits are exhausted, the employee can request to be placed on a leave of absence without pay in accordance with Article 24.09(b); or
- (d) If the employee is unable to return to work or be accommodated at the end of the leave of absence, the employee will be subject to the provisions of Article 36.

23.17 **Medical Examinations**

- (a) An employee may, on the recommendation of the Employing Authority be directed to undergo an examination by a medical practitioner appointed by the Employing Authority, and, if so directed, shall undergo such examination.
- (b) In the event that a diagnosis provided by the physician appointed by the Employing Authority
 - (1) confirms the diagnosis provided by the employee's physician, Article 23.16 applies, or
 - (2) conflicts with a diagnosis provided by the employee's physician, then the Employing Authority may direct the employee to undergo an examination by a third physician.
- (c) If the third physician confirms the diagnosis provided by the employee's physician, Article 23.16 applies.
- (d) In the event that the finding of a disability by the employee's physician is not supported by the third physician, the Employing Authority is not obliged to apply Article 39.
- (e) The cost of such examination shall be borne by the Employing Authority.
- (f) Leave of absence with pay shall be provided to cover the period of the examination.
- (g) If, as a result of such examination, the employee is referred for treatment, this

must be undergone at the employee's own expense and on accrued sick leave or leave of absence without pay.

23.18 Bridging of Sick Leave

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

23.19 Transfer of Service

In the event that a teacher actively employed by the Public Schools Branch or French Language School Board in the Province becomes a classified employee of the Department of Education and **Early Years**, the teacher shall be entitled to receive credit for the accumulated sick leave which the teacher had with the Public Schools Branch or French Language School Board. The total credit shall not exceed the total accumulation specified under Article 23.02.

ARTICLE 24 - SPECIAL LEAVE

24.01 General

Where continued coverage is provided under group insurance plans, an employee who has been granted a leave of absence without pay under this Article shall continue to be eligible for cost sharing of all group insurance premiums. Where an employee elects to continue insurance coverage, the employee's portion of premiums shall be paid to the Plan Administrator. During the period Long Term Disability Insurance is payable, the Employer agrees to cost share the premiums for Medical and Dental Insurance. The cost sharing provisions shall not apply to employees who while on leave are employed with another Employer or self-employed. During the leave period employees are required to advise the Employer if they are or become employed or self-employed.

24.02 Civil Defence Training

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

24.03 Maternity/Parental Leave Benefits

- (a) The Employing Authority shall grant leave of absence without pay for a period of up to fifty-two (52) consecutive weeks to employees for reasons of birth or adoption of a child.
- (b) An employee upon request shall be granted two (2) day's leave with pay on the occasion of the birth of their child, adoption of their child, or on their permanent placement of a foster child.
- (c) Supplements to Employment Insurance (EI) Maternity or Parental Benefits will be provided to employees as follows:
 - (1) An employee who provides the Employer with proof that the employee has applied for and is eligible to receive maternity benefits under the provisions of the *Employment Insurance Act* shall be paid an

allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and eighty-five percent (85%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which the employee would have been eligible if no other earnings had been received during the period.

- (2) An employee, other than an employee who has received an allowance under Article 24.03(c)(1), who provides the Employer with proof that the employee has applied for and is eligible to receive parental benefits under the provisions of the *Employment Insurance Act* shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and eighty-five percent (85%) of the employee's weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefit to which the employee would have been eligible if no other earnings had been received during the period.
- (3) If both parents are employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.
- (4) An employee mentioned in subsection (1) or (2) who is subject to a waiting period of one (1) week before receiving EI benefits, shall receive an allowance equivalent to eighty-five percent (85%) of the employee's weekly rate of pay for each week of the one (1) week waiting period, less any other earnings received by the employee during the waiting period.
- (5) The weekly rate of pay for a part-time employee will be the average weekly salary earned in the twenty (20) week period prior to commencement of the EI claim.
- (6) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.

24.04 **Complaints, Grievances and Appeals**

Leave of absence with pay may be granted by the Employing Authority to officers and members of the Union in the following circumstances:

- (a) if a Steward is required to investigate an urgent complaint of fellow employees,
- (b) to make a complaint on their own behalf,
- (c) to be involved in the consultation process, or
- (d) if an employee is processing a grievance or is attending at a hearing of their grievance before an Adjudication Board or the hearing of their classification appeal.

24.05 **Negotiations**

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

- (a) up to three (3) employees for the category concerned when pay negotiations are conducted on a category basis, and
 - (b) up to seven (7) employees for Master Agreement negotiations when pay negotiations are conducted in a manner other than in Article 24.05(a).
 - (c) one (1) employee of Workers' Compensation Board of Prince Edward Island for Master Agreement negotiations or pay negotiations conducted in a manner other than in Article 24.05(a), and
 - (d) one (1) employee of the Island Regulatory and Appeals Commission for Master Agreement negotiations or pay negotiations conducted in a manner other than in Article 24.05(a).
- (2) Leave of absence without pay shall be granted to two additional employees for Master Agreement negotiations or pay negotiations conducted in a manner other than in Article 24.05(a).

24.06 **Union Business**

- (a) Operational requirements permitting, leave of absence with pay shall be granted by the Employing Authority to officers and members of the Union:
 - (1) if an employee is approved by the Union to attend preparatory contract negotiation meetings, or
 - (2) if an employee is approved by the Union to attend meetings, courses, seminars or educational functions concerning Union or affiliated organization's business held locally, inter-provincially, nationally or internationally.
- (b) Leave of absence with pay shall be granted if an employee is selected for a full-time position with the Union or an affiliated organization.

24.07 **Reimbursement by Union**

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

24.08 **Elections**

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

24.09 **Personal Leave**

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

Upon the expiry of injury on duty leave and/or sick leave, an employee shall be provided disability leave without pay for the period requested up to a maximum

of twelve (12) months. If the employee returns to work and suffers a reoccurrence or is required to go out on disability within sixty (60) calendar days of the return to work, the employee shall be entitled on only one occasion, to an additional four (4) months of disability leave.

Where medical opinion advises that the employee will be able to return to work within the next ninety (90) calendar days then the disability leave shall be extended until the employee returns or the ninety (90) days has elapsed, whichever is less. An employee granted leave of absence under this section shall not be granted additional leave under Article 24.09(a).

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

24.10 Court Appearances

- (a) The following shall apply in a situation where an employee, other than an employee on leave without pay, serves as a juror or is subpoenaed as a witness in a court action. The following shall not apply if the court action is in connection with the employee's or the employee's family's private affairs except where the employee must appear in court as a victim of family violence or to testify on behalf of a victim of family violence:
 - (1) If the court duty coincides with an employee's scheduled work period, the employee shall be granted a leave of absence with pay for the time spent at court.
 - (2) If the court duty occurs at a time other than the employee's scheduled work period, then the employee's scheduled work period shall be rescheduled to coincide with the portion of court duty required and Article 24.10(a)(1) shall apply.
 - (3) Notwithstanding the provisions of Article 24.10(a)(1) and (2),
 - (i) in the event that the court duty is related to the employee's work, the employee shall receive overtime for all hours spent on court duty in excess of regularly scheduled hours, or
 - (ii) in the event that the court duty is not related to the employee's work, the employee shall only receive pay for their regularly scheduled hours of work.
- (b) The Employing Authority may grant special leave without pay in cases where an employee's private affairs require a court appearance.
- (c) In the event an accused employee is detained pending a court appearance, the employee may be provided leave without pay.

24.11 Transportation Conditions

- (a) Time lost by an employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways must be:
 - (1) made up by the employee at a time agreed upon between the employee and the employee's immediate supervisor, or

- (2) charged to the employee's accumulated vacation, accumulated holiday time or accumulated overtime, or
 - (3) otherwise deemed to be leave without pay.
- (b) Notwithstanding Article 24.11(a), reasonable lateness beyond the beginning of an employee's starting time shall not be subject to the provisions of Article 24.11(a), where lateness is justified by the employee being able to establish to the satisfaction of the Employing Authority that every reasonable effort has been made by the employee to arrive at their workstation at the scheduled time.
 - (c) The provisions of Article 24.11(a) shall not apply in cases where the Employer ceases specific operations due to storm conditions. In these circumstances, employees will be considered to be on leave of absence with pay.

24.12 Bereavement

- (a) In the event of the death of an employee's parent (including a natural parent, guardian, foster parent, stepparent or any other person standing in loco parentis), spouse, child, stepchild, grandchild or ward of the employee,
 - (1) a full-time classified employee, as well as a casual, temporary or part-time classified employee whose services are required on a full-time basis for a specific period of thirty (30) calendar days or more, upon request shall be granted leave with pay for five (5) days. Up to two (2) additional days may be authorized for traveling time; and
 - (2) casual, temporary or classified part-time employees other than those identified in Article 24.12(a)(1) upon request shall be granted leave with pay for three (3) days. Such leave shall be taken within the week following the death and only if the employee is scheduled to work.
- (b) In the event that the funeral/burial of the employee's parent (including a natural parent, guardian, foster parent, step parent or any other person standing in loco parentis), spouse, child, stepchild, grandchild or ward of the employee is delayed or deferred up to a maximum of six (6) months, the employee may use all or a remaining part of their bereavement leave entitlement set out in Article 24.12(a)(1) or 24.12(a)(2).
- (c) In the event of the death of an employee's **siblings**, grandparent, great grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or of any relative permanently residing with the employee,
 - (1) a full-time classified employee, as well as a casual, temporary or part-time classified employee whose services are required on a full-time basis for a specific period of thirty (30) calendar days or more, upon request shall be granted leave with pay for three (3) days. Up to two (2) additional days may be authorized for traveling time; and
 - (2) casual, temporary or classified part-time employees other than those identified in Article 24.12(c)(1), upon request shall be granted leave with pay not to exceed two (2) days. Such leave shall be taken within the week following the death and only if the employee is scheduled to work.
- (d) In the event of the death of an employee's aunt, uncle, nephew, niece, the employee upon request shall be granted leave with pay for one (1) day for the purpose of attending the funeral, or in the case of evening or night shift workers,

for the purpose of resting prior to or after attending the funeral.

- (e) If an employee is on vacation leave at the time of bereavement, the employee shall be granted special leave and be credited the appropriate number of days to vacation leave.
- (f) One-half (1/2) day leave with pay to act as pallbearer, flower bearer or scripture reader at a funeral.
- (g) The expression "day" as used in Article 24.12 shall include twelve (12) hour shifts.

24.13 Family Medical Needs

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

24.14 Other Leave

Leave with pay may be granted for the following:

- (a) operational requirements permitting, up to two (2) hours for donating blood, plasma, or other blood products at a blood donor's clinic, health laboratory or a plasma collection center, to a maximum of two (2) days per year.
- (b)
 - (i) up to two (2) days per fiscal year in the case of a life-threatening illness of a member of the employee's immediate family. Where the illness occurs outside the province an extension of up to two (2) days leave shall be granted. For a leave in excess of one (1) work period, a medical certificate shall be provided upon request. For the purposes of this article, "immediate family" means the employee's parent, spouse, child, **siblings** , or
 - (ii) a relative who permanently resides with the employee.
- (c) up to one (1) day in a fiscal year for a critical condition which requires the employee's personal attention resulting from an emergency which cannot be served by others or attended to by the employee at a time when the employee is normally off duty.

(d) Driver's Medical Certificate

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

24.15 Maximum Leave

The total amount of leave granted under Article 24.13 and 24.14 shall not exceed a total of ten (10) days per fiscal year.

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

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

24.17 Volunteer Service Leave

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

24.18 Long Service Leave Credit

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

ARTICLE 25 - GROUP INSURANCE

25.01 Life, AD & D and LTD Cost-Sharing

The Employer agrees to pay one-half (1/2) of the premiums for the compulsory Group Life and Accidental Death and Dismemberment and Long Term Disability Insurance Plan for probationary, provisional and permanent employees as well as temporary employees with one (1) year of continuous service who are eligible to participate in the plans. For part-time employees, premiums and benefits shall be

calculated according to actual hours of work in the previous year, and not according to FTE designation.

25.02 **Health and Dental Cost-Sharing**

The Employer agrees to pay one-half (1 / 2) of the premiums for the Group Health and Dental Insurance Plans for probationary, provisional and permanent employees, as well as temporary employees with more than six (6) months continuous service.

25.03 **Joint Trustee Committee**

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

ARTICLE 26 - GRIEVANCE AND ADJUDICATION PROCEDURES

26.01 (a) **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.

(b) **Disclosure**

The parties agree that the principles of disclosure and the exchange of clear relevant information relating to a grievance are key elements in resolving differences between the Employer and its employees. The parties agree that either party upon request shall receive from the other disclosure of relevant information connected to the issues in dispute. The production of information requested should not cause either party undue hardship.

26.02 **Application**

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

26.03 **Definitions**

- (a) "Days" means calendar days;
- (b) "Designated Representative" means an officer appointed by the Deputy Head to deal with a grievance;
- (c) "Grievance" means a written complaint by an employee or group of employees
 - (1) arising out of a difference of opinion in respect of him/her or them, over the application, interpretation, administration or alleged violation of this Agreement, any provincial statute or regulation or approved policy or directive which affects the employee's terms and conditions of employment; or
 - (2) appealing dismissal, demotion, suspension or other disciplinary action against the employee; or

- (3) appealing a termination, demotion or suspension imposed for non-disciplinary reasons; or
 - (4) appealing a financial penalty.
- (d) "Steward" means a person selected by the employees of a local of the Union to act, on request of those employees, in respect to grievances.

26.04 **Determination of Grievance**

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

26.05 **Designated Representative**

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

26.06 **Stewards**

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

26.07 **Grievance Process**

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

26.08 **Grievance Process Level 1**

- (a) An employee shall first discuss the subject of the grievance with their immediate supervisor in an attempt to resolve the matter. An employee shall have the option of having a steward present at the meeting.
- (b) An employee who wishes to process a grievance must submit it in writing within fourteen (14) days of the date upon which the alleged incident occurred or the employee became aware of the alleged incident. The grievance must be submitted to the Designated Representative at Level 1. The written grievance shall be dated; shall indicate the mailing address of the grievor; shall state the facts giving rise to the grievance; shall identify the specific article of this Agreement, or specific section of the statute or regulations alleged to be violated; shall state the contention of the employee with respect to such article or section; shall indicate the relief requested; shall be signed by the employee; and shall be signed by a Union

officer or Union employee, indicating the Union's approval for the employee to process the grievance.

- (c) The Designated Representative at Level 1 shall submit a written reply to the employee and such other person as the Deputy Head may designate within fourteen (14) days of the submission of the grievance.

26.09 Grievance Process Level 2

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

26.10 Grievance Process Level 3

- (a) When an employee is not satisfied with an answer or settlement received from the Designated Representative at Level 2, the employee may resubmit the grievance directly to the Designated Representative at Level 3.
- (b) A submission at Level 3 must be made:
 - (1) within fourteen (14) days of receipt of the reply of the Designated Representative at Level 2, or
 - (2) if the Designated Representative at Level 2 fails to submit a written reply within the time limit specified, within fourteen (14) days after the expiry of that date.
- (c) The Designated Representative at Level 3 shall submit a written reply to the employee and such other persons as the Deputy Head may determine within fourteen (14) days of the submission of the grievance at Level 3.

26.11 Decision Binding

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

26.12 Withdrawal or Abandonment of Grievance

- (a) An employee may withdraw a grievance at any time by so stating in writing to the Designated Representative at the level at which the grievance rests.

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

26.13 **Variance from Normal Grievance Procedure**

- (a) **Mutual Consent**

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

- (b) **Serious Discipline**

- (1) In cases of a difference arising out of a dismissal, demotion or suspension, the grievance shall be submitted at the final level of the grievance procedure within ten (10) days of receipt of written communication in which the employee was notified of the dismissal, demotion or suspension.

- (2) The provisions of Article 26.12(b) shall apply to any grievance submitted under (1) above.

- (c) **Policy Grievance**

Where either party to this Agreement disputes the interpretation, application, administration, operation or any alleged violation of the Agreement, including any question as to whether or not any matter is arbitrable, the matter shall be discussed initially with the other party within fourteen (14) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to the Adjudication Board. Such submission shall be made within thirty (30) days of the meeting held to discuss the matter. If the submission is not made within this specified period and the time limit has not been extended by mutual consent the matter shall be deemed to be abandoned.

26.14 **Communications**

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

26.15 **Procedure for Filing for Adjudication**

- (a) Where an employee is not satisfied with the decision at the level immediately below that of the Adjudication Board, or if the Designated Representative at the

final level fails to submit a written reply within the time limit specified, the employee may, within fourteen (14) days of being notified of the decision or action, or within fourteen (14) days of the date upon which the employee should have been notified, file the grievance with the Adjudication Board, provided that:

- (1) it is a dispute between the employee and the Employer with respect to the application, interpretation or alleged violation of the *Civil Service Act*, the Regulations or the Agreement; or
 - (2) it is the appeal of a disciplinary award resulting in a dismissal, demotion, suspension or written reprimand; however, in any appeal to the Adjudication Board of a dismissal, the employee must have a minimum of six (6) months continuous service in the classified division; or
 - (3) it is a financial penalty.
- (b) An employee of the classified division, who is aggrieved by a decision of the Commission affecting him/her regarding an article of the Agreement or the Regulations over which the Commission has jurisdiction may appeal the decision to the Director of Staffing of the Public Service Commission at Level 1; to the Chief Executive Officer of the Public Service Commission at Level 3 and to an *Adjudication Board* for final decision. An employee who wishes to process such a grievance must submit it in writing within fourteen (14) days of receipt of the written decision of the Commission.

26.16 **Composition of Adjudication Board**

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

26.17 **Who May Be an Adjudicator**

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

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

26.18 **Adjudication Board Procedure**

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

26.19 Decision of the Adjudication Board

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

26.20 Expenses of the Adjudication Board

Each party to the adjudication shall pay:

- (a) the fees and expenses of the adjudicator it appoints, and
- (b) one-half (1/2) the fees and expenses of the Chairperson

26.21 Single Adjudicator

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

26.22 Extending of Time Limits

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

ARTICLE 27 - DISCIPLINARY OR NON-DISCIPLINARY ACTION

Disciplinary Action

27.01 Just Cause Necessary

No employee shall be disciplined except for just cause.

27.02 Written Reasons for Discipline

When an employee is disciplined by suspension, demotion or dismissal, the Employing Authority shall provide the employee within three (3) working days of the date of discipline with written reasons for such disciplinary action and a copy of such notice shall be sent to the Union and the Commission.

27.03 Access to Steward

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

result in discipline to him/herself, the employee may meet with a steward prior to such meeting.

27.04 Process to Enter Documents to File

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

27.05 Removal of Disciplinary Notice

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

27.06 Access to Personnel File

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

27.07 Reinstatement from Unjust Discipline

Where it is determined that an employee has been unjustly disciplined, the employee shall be reinstated without loss of pay or any other benefit which would have accrued if the employee had not been disciplined. Nothing in this Article prevents the Commission or the Adjudication Board from increasing, decreasing or otherwise revising a disciplinary award made by an Employing Authority.

Non-Disciplinary Action

27.08 Not Arbitrary, Discriminatory, Unreasonable or in Bad Faith

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

27.09 Written Reasons and Access to a Steward

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

27.10 Withholding Increments

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

(b) Where an employee on notice pursuant to (a) improves performance to a

satisfactory level for a minimum of three (3) consecutive months, the increment will then take effect.

ARTICLE 28 - TRANSFER

28.01 Definitions

For the purpose of this Article,

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

28.02 Notice to Employee

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

28.03 Temporary Travel Allowances, Altered Work Hours and Relocation Expenses

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

28.04 Consultation on Relocation Expenses Assistance Policy

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

28.05 Transfers out of Bargaining Unit

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

28.06 Portability of Benefit Entitlements

When a permanent employee from the Public Schools Branch or the French Language School Board, takes a classified position within another government department under this collective agreement, the employee is recognized as maintaining their date of hire for the purpose of determining their length of continuous service. It is further acknowledged that the employee's sick leave bank, vacation bank, service bank for retiring or severance pay are maintained.

28.07 Notice to Union

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

ARTICLE 29 - SAFETY AND HEALTH

29.01 Employer Responsibility

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

29.02 Expedited Process

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

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

29.03 Safety Committees

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

29.04 Occupational Safety Policy and Program

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

ARTICLE 30 - JOINT CONSULTATION

30.01 The Employer shall continue consulting with the Union on matters, other than day-to-day management and operational requirements, which affect or might reasonably affect the terms and conditions of employment of employees covered by this agreement. The intent and expectation of this provision is that consultation will occur at a senior level with respect to significant workplace changes and initiatives which affect or might reasonably affect the bargaining unit as a whole. For the purpose of this Article, the consultation shall be with the Union President or their delegated representative.

ARTICLE 31 - CORRESPONDENCE

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

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

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

ARTICLE 32 - CONTINUANCE OF OPERATIONS

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

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

ARTICLE 33 - AGREEMENT REOPENER

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

ARTICLE 34 - TRAVEL ALLOWANCES

34.01 Kilometer Allowances

Effective April 1, 2022, an employee who operates their own motor vehicle on the Employer's business is eligible to claim reimbursement as follows:

- (a) 52.5 cents per kilometer for the first eight thousand (8,000) kilometers in each fiscal year, and
- (b) 50 cents for all kilometers over eight thousand (8,000) up to sixteen thousand (16,000) kilometers in each fiscal year, and
- (c) 46.8 cents for all kilometers over sixteen thousand (16,000) kilometers in each fiscal year.

34.02 Adjustment to Kilometer Allowances

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

34.03 Short Trips

An employee who has been authorized to use a private motor vehicle for short trips of less than 20 km per day is eligible to claim reimbursement:

- (i) at the short trip travel rate of \$0.50/km or the rate identified in 34.01 (a), whichever is greater; or
- (ii) at the minimum daily allowance of \$6.00 (flat payment is taxable).

Each calendar year employees may elect to claim under (i) or (ii).

34.04 Use of Motorcycle

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

34.05 Monthly Allowance

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

34.06 Travel to Alternate Workplaces from Domicile

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

34.07 Wear and Tear Allowance

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

34.08 Vandalizing of Employee's Vehicle

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

34.09 In-Province Meal Allowances

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

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

34.10 Out-of-Province/Country Meal Allowances

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

34.11 Other Expenses and Criteria for Claims Submission

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

34.12 Incidentals Allowance

Employees travelling out-of-province on Employer business shall be entitled to an incidental allowance of five (5) dollars per day.

ARTICLE 35 - TECHNOLOGICAL CHANGE

35.01 Definition

For the purposes of this Article, "technological change" means the introduction of

equipment by the Employer into its operations which result in changes that adversely affect the job security of employees.

35.02 Advance Notice and Adverse Effects

The Employer agrees to provide as much advance notice as possible but in any case not less than three (3) months notice to the Union prior to the date the change is to be effected. During this period the parties will meet in an effort to reach an agreement on solutions to the problems arising from the intended change and on measures to be taken by the Employer to protect the employees from any adverse effects.

35.03 Priority for Placement to Vacant Positions

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

35.04 Additional Training

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

ARTICLE 36 - LAYOFF AND RECALL

Classified Employees

36.01 Notification of Intended Layoff

- (a) A layoff may be necessitated by
 - (1) a shortage of work or funds, or
 - (2) the abolition of a position, or
 - (3) material changes in duties, or organization, or
 - (4) the application of Articles 19.05 or 23.16(d) where an employee's medical condition is such that the employee is unable to fulfill the functions of their position and cannot be accommodated under the provisions of Article 39.
- (b)
 - (1) Where a Deputy Head intends a layoff of an employee in the classified division, the Deputy Head shall notify the employee, the Union and the Commission in writing. Information on pension, retiring pay and severance pay entitlements, where applicable will be provided to the employee.
 - (2) Upon request the employee may meet with a representative of the Union, Commission and the employee's department to discuss available vacant positions, for which the employee is qualified and eligible to be transferred, as well as positions which may be available if displacement rights are exercised.

36.02 Employee Options

- (a) Within fourteen (14) calendar days of receiving the notification specified in Article 36.01, the employee shall notify the Deputy Head in writing of their intent

to:

- (1) accept a transfer,
 - (2) take early retirement if eligible,
 - (3) accept a layoff, or
 - (4) exercise displacement options within the same department or agency, in the same classification series, in the same or lower classification level.
- (b) Employees notified of intended layoff under Article 36.01 shall be given preference over new employees or employees who have not been affected by layoff, for appointment to vacant positions for which they qualify at the same or lower classification level. In the event of three (3) or more employees expressing an interest in a position the provisions of Article 37 shall apply. If less than three (3) employees have an interest in the position the provisions of Article 37.02 shall apply.
- (c) Where an employee has notified the Deputy Head of their intent to displace another employee, the following principles apply:
- (1) employees shall be retained on the basis of qualifications, relative ability, knowledge and skills to perform the duties of the positions available;
 - (2) the Employing Authority shall consider the factors of qualifications, relative ability, knowledge and skills of employees in the affected classification series in determining which employees are to be retained. In the event that two or more employees are determined to be relatively equal the employee with the greatest length of continuous service will be retained.
- (d) An employee of the classified division, who is unable to displace another classified employee, may displace an employee of the unclassified division if the employee has the qualifications and ability to perform the duties of the unclassified employee. When the term of employment for the displaced unclassified employee expires, the classified employee can displace another unclassified employee.
- (e) An employee of the classified division who has been displaced under Article 36.02 has the options specified in Article 36.02(a), (b), (c) and (d).
- (f) An employee who fails to notify the Deputy Head in accordance with Article 36.02(a) shall be deemed to have accepted a layoff.
- (g) The Employer shall prepare and maintain an up-to-date listing of classified employees in order of their length of continuous service indicating their position title and department or agency. Such list shall be updated each April 1st and a copy shall be provided to the Union.

36.03 Notice of Layoff

Where the Deputy Head is satisfied that the layoff is necessary under Article 36.01 and is in accordance with Article 36.02, the Deputy Head shall cause a written notice of layoff to be given to the employee and the Union at least one hundred and twenty (120) calendar days before the effective date thereof, except in cases of employees laid off under Article 36.01(a)(4) who shall receive advance written notice of at least sixty (60) calendar days. During the notice period an employee who chooses the transfer option

and who has received a notice of layoff shall continue to be given preference over new employees or employees who have not been affected by layoff, for appointment to vacant positions for which the employee is qualified at the same or lower classification level.

36.04 Protected Salary

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

36.05 Retention of Classified Employee Status

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

36.06 Recall List

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

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

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

Unclassified Division Employees

36.07 Less than Three Months Layoff Provisions

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

36.08 Three to Six Months Layoff Provisions

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

36.09 Six to Twelve Months Layoff Provisions

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

36.10 More Than Twelve Months Layoff Provisions

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

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

ARTICLE 37 - STAFFING OF CLASSIFIED POSITIONS

37.01 In-Service Postings of Vacant and New Positions

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

37.02 Selection Criteria for In-Service Postings

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

37.03 Open Competitions

If the position is not filled through the in-service competition method, the Employer may fill the position by utilizing the Diversity program or by holding an open competition. For open competitions, preference will be given to applications from civil service employees within the unclassified division prior to members of UPSE Health, the Workers Compensation Board of Prince Edward Island and the Island Regulatory and Appeals Commission.

37.04 Posting Names of Successful Applicants

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

- (a) on the bulletin boards of the Employing Authority with the vacancy or new position, and
- (b) on the Jobs PEI website.

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

37.05 Post-Board Interviews

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

37.06 Initial Probationary Period

- (a) Each employee upon entering the classified division, except provisional employees, shall undergo a probationary period.
- (b)
 - (i) The probationary period shall be for a period of one thousand (1,000) hours worked in the position from the commencement of employment as a probationary employee.
 - (ii) The Employing Authority may extend the probationary period an additional one thousand (1000) hours worked in the position.
- (c) Upon successful completion of the probationary period, the Commission shall grant the employee an appointment as a permanent employee.
- (d) At any time during the probationary period, an Employing Authority may reject a probationary employee and give reasons therefore and unless the Commission appoints the employee to another position, the probationary employee ceases to be an employee.
- (e) Notwithstanding Article 37.06(a) and (b), a probationary employee, who has worked more than one thousand (1000) hours of continuous service as a casual division employee in the same position classification and workplace as the permanent position obtained, shall be required to complete a probationary period of five hundred (500) hours.

37.07 Trial Period

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

ARTICLE 38 - TEMPORARY ASSIGNMENTS

38.01 Posting Requirements for Temporary Assignment Opportunities

- (a) Where a temporary assignment opportunity exists because of
 - (1) a leave of absence for three (3) months or more,
 - (2) a vacancy in a position for a period greater than two (2) months but not exceeding three (3) months in accordance with Article 37.01, or
 - (3) the initiation of a special project for three (3) months or more, the Employing Authority shall post the temporary assignment within the Department, Agency or in service for a period of seven (7) calendar days. The posting shall indicate that applications are restricted to classified employees and casual and temporary employees with a minimum of one (1) year of continuous service following an appointment through competition by the Commission. A copy of each posting shall be forwarded to the Union at the time of posting.
- (b) In filling the temporary assignment, the applications shall be processed in the following order:
 - (1) applications from employees within the Department or Agency shall be fully processed;
 - (2) if the temporary assignment is not filled by the process outlined in section (1), the Employing Authority may then consider applications from employees in other Departments or Agencies.
 - (3) **where the temporary position is not filled in either (a) or (b) above, the Employing Authority may choose to appoint an employee to the position whose qualifications are incomplete for appointment, and such employee shall be paid at a rate that is ninety (90) percent or more of the minimum rate of pay indicated for the classification.**

38.02 Selection Criteria for Temporary Assignments

- (a) In filling the temporary assignment, the Employing Authority shall select the employee who has the qualifications, relative ability, knowledge and skills to perform the temporary assignment. Where it is determined upon considering these factors that two or more employees are relatively equal, the employee with the greatest continuous service shall be selected.
- (b) Where a temporary assignment results in consequential vacancies, the second consequential vacancy may be filled by posting in accordance with Article 38.01 or filled from a list of employees eligible for temporary assignments who have indicated an interest in temporary assignments, in writing, to the director responsible for human resources within their Employing Authority.

38.03 Pay

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

38.04 Requirement to Complete Assignment

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

38.05 Two Year Maximum

A temporary assignment under Article 38.01 shall not be for a period in excess of two (2) years except in circumstances approved by the Employer and the Union.

ARTICLE 39 - DUTY TO ACCOMMODATE

Duties of the Parties

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

Accommodation Process

- 39.04 (a) In exploring accommodation options, the parties shall first determine whether reasonable modifications of duties, methods or the work environment will enable the disabled employee to perform the essential functions of their current position.
- (b) Where no reasonable modifications are available, the disabled employee may request or be transferred to a position within the same department for which the employee is qualified, where the duties are within the employee's capabilities.
- (c) Where a suitable transfer is not available within the same department, the employee may request or be transferred to a position in another department for which the Commission deems the employee qualified, where the duties are within the employee's capabilities.
- (d) If the accommodated employee, transfers to a position at a lower pay level, the employee shall continue to be paid at the pay rate for the position the employee held immediately prior to the disability until such time as the rate of pay for the lower paid position equals or exceeds the pre-disability rate.
- (e) For the purpose of sections (b) and (c) of this Article, employees to be accommodated shall be given preference over new employees and over employees who have not been affected by disability, layoff or technological change.

39.05 Training

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

ARTICLE 40 - CLASSIFICATION SPECIFICATIONS AND JOB EVALUATION SYSTEM

40.01 Class Specs for Existing Classes

- (a) The Commission agrees to prepare a draft classification specification for each of the classification titles listed in Schedule A-2 within ninety (90) days from the date of signing this Agreement.
- (b) Within thirty (30) days of receipt of the draft classification specifications, the Union shall advise the Commission in writing of any objections to the draft specifications. The Union and Commission shall meet within fourteen (14) days of receipt of the Union's response to consult on the outstanding issues.
- (c) The Island Regulatory and Appeals Commission agrees to have the Commission prepare draft class specs for each of the classification titles listed in Schedule A-2 which are applicable to their employees within one hundred and twenty (120) days of the signing date of this agreement.
- (d) The Workers Compensation Board agrees to prepare draft class specs or benchmark descriptions for each of the classification titles listed in Schedule A-2 which are applicable to their employees within twelve (12) months of the signing date of this agreement.
- (e) The provisions of section (b) of this Article shall be applicable to the draft specifications prepared in accordance with sections (c) and (d).

40.02 New or Revised Classifications

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

40.03 Explanation Sessions

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

ARTICLE 41 - STAFF DEVELOPMENT AND TRAINING

41.01 Importance of Development and Training

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

41.02 Development and Training Fund

- (a) Employee requests for funding shall be directed to a Joint Development and

Training Fund Selection Committee which shall consist of one (1) member and one (1) alternate member appointed by the Union, one (1) member and one (1) alternate member appointed by the Employer and a mutually agreeable Chair and Alternate Chair.

- (b) Notwithstanding individual departmental funding of training, the Employer shall make an annual contribution of \$300,000 to the Development and Training Fund.
- (c) For the purposes of Article 41.02, the term "Employer" does not refer to either the Island Regulatory and Appeals Commission or the Workers Compensation Board.
- (d) Notwithstanding Article 41.02(a) - (c), the Island Regulatory and Appeals Commission and the Workers Compensation Board each agree to have a Development and Training Committee. The Union shall have one (1) representative and the Island Regulatory and Appeals Commission shall have one (1) representative on the Island Regulatory and Appeals Commission Development and Training Committee. The Union shall have two (2) representatives and the Workers Compensation Board shall have two (2) representatives on the Workers Compensation Board Development and Training Committee.

ARTICLE 42 - SECONDMENTS

42.01 Secondment

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

42.02 Secondment Agreement

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

42.03 Length of Secondment

A secondment may be of any duration up to a maximum of two (2) years. The maximum may be extended upon mutual consent of the parties outlined in Article 42.02 and the Union.

42.04 Termination of Secondment

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

ARTICLE 43 - CLASSIFICATION REVIEW AND APPEAL PROCEDURES

43.01 Classification Review

- (a) In order to maintain or update the classification system, the Commission may

review classifications.

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

43.02 **Pay on Reclassification**

- (a) An employee whose position is reclassified to a higher level classification shall be promoted and paid in accordance with Article 14.
- (b) An employee whose position is reclassified to a classification with a lower maximum rate of pay than the employee's current rate of pay shall retain the current rate of pay until such time as the rate for the new classification matches the current rate.
- (c) The effective date of reclassification shall not be more than sixty (60) days retroactive from the date the employee request was signed by the supervisor or an Employing Authority request was submitted to the Commission.

43.03 **Appeal Process**

- (a) The Classification Appeal Committee will be appointed pursuant to Section 17(2), (3), and (4) of the *Civil Service Act* Regulations.
- (b) An Employing Authority or a permanent employee may appeal the decision of the Commission with respect to classification of a position to the Classification Appeal Committee within fifteen (15) days of receipt of the decision.
- (c) An appeal to the Committee shall be made in writing to the chairperson specifying the reasons for the appeal and the appellant shall send a copy of the appeal to the Commission.
- (d) An appeal shall not be considered by the Committee unless the decision of the Commission was reviewed by the appellant with a designated employee of the Commission prior to the filing of the appeal.
- (e) The Commission shall provide the chairperson of the Committee with all documentation in the Commission's possession with respect to the appeal.
- (f) The Committee shall review the appeal within thirty (30) days and may hold a hearing if required.
- (g) The Committee shall communicate its decision in writing, giving sufficient

reasons therefore to the parties within thirty (30) days of reviewing the appeal.

- (h) A decision of the majority of the Committee on an appeal shall constitute the decision of the Committee and shall be binding on the Commission, the Employing Authority and the employee.
- (i) The Committee shall not deal with an appeal on any position which has been considered by it within the previous twelve (12) months unless the appellant can demonstrate in writing that there has been a substantial change in the duties and responsibilities of the position since the position was last reviewed by the Committee.

ARTICLE 44 - **TERM OF AGREEMENT**

44.01 This Agreement shall be effective for the period **April 1, 2022, to March 31, 2025**, and shall remain in effect thereafter until a new agreement is signed.

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

44.03 Employees who terminated employment with the Employer between April 1, 2018 and the date of signing of this Agreement shall be entitled to receive full retroactivity on wages for the period the employee was employed.

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

SIGNED at the City of Charlottetown, Province of Prince Edward Island this **25th day of April, 2023.**

On behalf of the Government of
Prince Edward Island

Jill Burrige
Chair of Treasury Board

Witness

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

Karen Jackson
President

Witness

Kevin Gotell
Secretary Treasurer

Witness

SCHEDULE A-1
PAY PLAN April 1, 2022
(3%)

LEVELS	RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
3	HOURLY				17.19	17.88	18.66
	1950				33521	34866	36387
	2080				35755	37190	38813
4	HOURLY				17.90	18.72	19.45
	1950				34905	36504	37928
	2080				37232	38938	40456
5	HOURLY				18.79	19.59	20.40
	1950				36641	38201	39780
	2080				39083	40747	42432
6	HOURLY				19.70	20.56	21.42
	1950				38415	40092	41769
	2080				40976	42765	44554
7	HOURLY				20.70	21.66	22.54
	1950				40365	42237	43953
	2080				43056	45053	46883
8	HOURLY				21.88	22.79	23.73
	1950				42666	44441	46274
	2080				45510	47403	49358
9	HOURLY			22.07	23.11	24.09	25.09
	1950			43037	45065	46976	48926
	2080			45906	48069	50107	52187
10	HOURLY			23.38	24.44	25.48	26.56
	1950			45591	47658	49686	51792
	2080			48630	50835	52998	55245
11	HOURLY			24.84	25.95	27.09	28.21
	1950			48438	50603	52826	55010
	2080			51667	53976	56347	58677
12	HOURLY		25.20	26.41	27.56	28.79	30.07
	1950		49140	51500	53742	56141	58637
	2080		52416	54933	57325	59883	62546
13	HOURLY		26.84	28.12	29.41	30.68	31.98
	1950		52338	54834	57350	59826	62361
	2080		55827	58490	61173	63814	66518
14	HOURLY		28.69	30.11	31.39	32.78	34.14
	1950		55946	58715	61211	63921	66573
	2080		59675	62629	65291	68182	71011
15	HOURLY	28.92	30.40	31.84	33.29	34.73	36.19
	1950	56394	59280	62088	64916	67724	70571
	2080	59300	62225	65208	68153	71136	74100
17	HOURLY	32.03	33.61	35.25	36.83	38.43	40.03
	1950	62459	65540	68738	71819	74939	78059
	2080	65891	69186	72443	75758	79073	82368
19	HOURLY	35.71	37.50	39.27	41.04	42.86	44.66
	1950	69635	73125	76577	80028	83577	87087
	2080	73847	77591	81237	84942	88628	92352
21	HOURLY	39.61	41.62	43.60	45.56	47.54	49.49
	1950	77240	81159	85020	88842	92703	96506
	2080	80028	84143	88121	92021	96135	100113
23	HOURLY	42.68	44.82	46.95	49.10	51.25	53.37
	1950	83226	87399	91553	95745	99938	104072

SCHEDULE A-1
PAY PLAN April 1, 2023
(2.25%)

LEVELS	RATES							
3	HOURLY					17.58	18.28	19.08
		1950				34281	35646	37206
		2080				36566	38022	39686
4	HOURLY					18.30	19.14	19.89
		1950				35685	37323	38786
		2080				38064	39811	41371
5	HOURLY					19.21	20.03	20.86
		1950				37460	39059	40677
		2080				39957	41662	43389
6	HOURLY					20.14	21.02	21.90
		1950				39273	40989	42705
		2080				41891	43722	45552
7	HOURLY					21.17	22.15	23.05
		1950				41282	43193	44948
		2080				44034	46072	47944
8	HOURLY					22.37	23.30	24.26
		1950				43622	45435	47307
		2080				46530	48464	50461
9	HOURLY			22.57		23.63	24.63	25.65
		1950		44012		46079	48029	50018
		2080		46946		49150	51230	53352
10	HOURLY			23.91		24.99	26.05	27.16
		1950		46625		48731	50798	52962
		2080		49733		51979	54184	56493
11	HOURLY			25.40		26.53	27.70	28.84
		1950		49530		51734	54015	56238
		2080		52832		55182	57616	59987
12	HOURLY		25.77	27.00		28.18	29.44	30.75
		1950	50252	52650		54951	57408	59963
		2080	53602	56160		58614	61235	63960
13	HOURLY		27.44	28.75		30.07	31.37	32.70
		1950	53508	56063		58637	61172	63765
		2080	57075	59800		62546	65250	68016
14	HOURLY		29.34	30.79		32.10	33.52	34.91
		1950	57213	60041		62595	65364	68075
		2080	61027	64043		66768	69722	72613
15	HOURLY	29.57	31.08	32.56		34.04	35.51	37.00
		1950	57662	60606		63492	66378	69245
16	HOURLY	31.09	32.63	34.19		35.74	37.30	38.86
		1950	60626	63629		66671	69693	72735
17	HOURLY	32.75	34.37	36.04		37.66	39.29	40.93
		1950	63863	67022		70278	73437	76616
18	HOURLY	34.55	36.28	37.99		39.72	41.46	43.19
		1950	67373	70746		74081	77454	80847
19	HOURLY	36.51	38.34	40.15		41.96	43.82	45.66
		1950	71195	74763		78293	81822	85449
20	HOURLY	38.72	40.69	42.60		44.54	46.47	48.43
		1950	75504	79346		83070	86853	90617
21	HOURLY	40.50	42.56	44.58		46.59	48.61	50.60
		1950	78975	82992		86931	90851	94790
22	HOURLY	41.96	44.12	46.21		48.25	50.41	52.50
		1950	81822	86034		90110	94088	98300
23	HOURLY	43.64	45.83	48.01		50.20	52.40	54.57
		1950	85098	89369		93620	97890	102180
							102180	106412

SCHEDULE A-1
PAY PLAN October 1, 2023
(2.25%)

LEVELS	RATES							
3	HOURLY					17.98	18.69	19.51
		1950				35061	36446	38045
		2080				37398	38875	40581
4	HOURLY					18.71	19.57	20.34
		1950				36485	38162	39663
		2080				38917	40706	42307
5	HOURLY					19.64	20.48	21.33
		1950				38298	39936	41594
		2080				40851	42598	44366
6	HOURLY					20.59	21.49	22.39
		1950				40151	41906	43661
		2080				42827	44699	46571
7	HOURLY					21.65	22.65	23.57
		1950				42218	44168	45962
		2080				45032	47112	49026
8	HOURLY					22.87	23.82	24.81
		1950				44597	46449	48380
		2080				47570	49546	51605
9	HOURLY			23.08		24.16	25.18	26.23
		1950		45006		47112	49101	51149
		2080		48006		50253	52374	54558
10	HOURLY			24.45		25.55	26.64	27.77
		1950		47678		49823	51948	54152
		2080		50856		53144	55411	57762
11	HOURLY			25.97		27.13	28.32	29.49
		1950		50642		52904	55224	57506
		2080		54018		56430	58906	61339
12	HOURLY		26.35	27.61		28.81	30.10	31.44
		1950	51383	53840		56180	58695	61308
		2080	54808	57429		59925	62608	65395
13	HOURLY		28.06	29.40		30.75	32.08	33.44
		1950	54717	57330		59963	62556	65208
		2080	58365	61152		63960	66726	69555
14	HOURLY		30.00	31.48		32.82	34.27	35.70
		1950	58500	61386		63999	66827	69615
		2080	62400	65478		68266	71282	74256
15	HOURLY	30.24	31.78	33.29		34.81	36.31	37.83
		1950	58968	61971	64916	67880	70805	73769
16	HOURLY	31.79	33.36	34.96		36.54	38.14	39.73
		1950	61991	65052	68172	71253	74373	77474
17	HOURLY	33.49	35.14	36.85		38.51	40.17	41.85
		1950	65306	68523	71858	75095	78332	81608
18	HOURLY	35.33	37.10	38.84		40.61	42.39	44.16
		1950	68894	72345	75738	79190	82661	86112
19	HOURLY	37.33	39.20	41.05		42.90	44.81	46.69
		1950	72794	76440	80048	83655	87380	91046
20	HOURLY	39.59	41.61	43.56		45.54	47.52	49.52
		1950	77201	81140	84942	88803	92664	96564
21	HOURLY	41.41	43.52	45.58		47.64	49.70	51.74
		1950	80750	84864	88881	92898	96915	100893
22	HOURLY	42.90	45.11	47.25		49.34	51.54	53.68
		1950	83655	87965	92138	96213	100503	104676
23	HOURLY	44.62	46.86	49.09		51.33	53.58	55.80
		1950	87009	91377	95726	100094	104481	108810

SCHEDULE A-1
PAY PLAN April 1, 2024
(1.25%)

LEVELS	RATES							
3	HOURLY					18.20	18.92	19.75
	1950					35490	36894	38513
	2080					37856	39354	41080
4	HOURLY					18.94	19.81	20.59
	1950					36933	38630	40151
	2080					39395	41205	42827
5	HOURLY					19.89	20.74	21.60
	1950					38786	40443	42120
	2080					41371	43139	44928
6	HOURLY					20.85	21.76	22.67
	1950					40658	42432	44207
	2080					43368	45261	47154
7	HOURLY					21.92	22.93	23.86
	1950					42744	44714	46527
	2080					45594	47694	49629
8	HOURLY					23.16	24.12	25.12
	1950					45162	47034	48984
	2080					48173	50170	52250
9	HOURLY			23.37		24.46	25.49	26.56
	1950			45572		47697	49706	51792
	2080			48610		50877	53019	55245
10	HOURLY			24.76		25.87	26.97	28.12
	1950			48282		50447	52592	54834
	2080			51501		53810	56098	58490
11	HOURLY			26.29		27.47	28.67	29.86
	1950			51266		53567	55907	58227
	2080			54683		57138	59634	62109
12	HOURLY		26.68	27.96		29.17	30.48	31.83
	1950		52026	54522		56882	59436	62069
	2080		55494	58157		60674	63398	66206
13	HOURLY		28.41	29.77		31.13	32.48	33.86
	1950		55400	58052		60704	63336	66027
	2080		59093	61922		64750	67558	70429
14	HOURLY		30.38	31.87		33.23	34.70	36.15
	1950		59241	62147		64799	67665	70493
	2080		63190	66290		69118	72176	75192
15	HOURLY	30.62	32.18	33.71		35.25	36.76	38.30
	1950	59709	62751	65735		68738	71682	74685
16	HOURLY	32.19	33.78	35.40		37.00	38.62	40.23
	1950	62771	65871	69030		72150	75309	78449
17	HOURLY	33.91	35.58	37.31		38.99	40.67	42.37
	1950	66125	69381	72755		76031	79307	82622
18	HOURLY	35.77	37.56	39.33		41.12	42.92	44.71
	1950	69752	73242	76694		80184	83694	87185
19	HOURLY	37.80	39.69	41.56		43.44	45.37	47.27
	1950	73710	77396	81042		84708	88472	92177
20	HOURLY	40.08	42.13	44.10		46.11	48.11	50.14
	1950	78156	82154	85995		89915	93815	97773
21	HOURLY	41.93	44.06	46.15		48.24	50.32	52.39
	1950	81764	85917	89993		94068	98124	102161
22	HOURLY	43.44	45.67	47.84		49.96	52.18	54.35
	1950	84708	89057	93288		97422	101751	105983
23	HOURLY	45.18	47.45	49.70		51.97	54.25	56.50
	1950	88101	92528	96915		101342	105788	110175

SCHEDULE A-1
PAY PLAN October 1, 2024
(1.5%)

LEVELS	RATES							
3	HOURLY					18.47	19.20	20.05
	1950					36017	37440	39098
	2080					38418	39936	41704
4	HOURLY					19.22	20.11	20.90
	1950					37479	39215	40755
	2080					39978	41829	43472
5	HOURLY					20.19	21.05	21.92
	1950					39371	41048	42744
	2080					41995	43784	45594
6	HOURLY					21.16	22.09	23.01
	1950					41262	43076	44870
	2080					44013	45947	47861
7	HOURLY					22.25	23.27	24.22
	1950					43388	45377	47229
	2080					46280	48402	50378
8	HOURLY					23.51	24.48	25.50
	1950					45845	47736	49725
	2080					48901	50918	53040
9	HOURLY			23.72		24.83	25.87	26.96
	1950			46254		48419	50447	52572
	2080			49338		51646	53810	56077
10	HOURLY			25.13		26.26	27.37	28.54
	1950			49004		51207	53372	55653
	2080			52270		54621	56930	59363
11	HOURLY			26.68		27.88	29.10	30.31
	1950			52026		54366	56745	59105
	2080			55494		57990	60528	63045
12	HOURLY		27.08	28.38		29.61	30.94	32.31
	1950		52806	55341		57740	60333	63005
	2080		56326	59030		61589	64355	67205
13	HOURLY		28.84	30.22		31.60	32.97	34.37
	1950		56238	58929		61620	64292	67022
	2080		59987	62858		65728	68578	71490
14	HOURLY		30.84	32.35		33.73	35.22	36.69
	1950		60138	63083		65774	68679	71546
	2080		64147	67288		70158	73258	76315
15	HOURLY	31.08	32.66	34.22		35.78	37.31	38.87
	1950	60606	63687	66729		69771	72755	75797
16	HOURLY	32.67	34.29	35.93		37.56	39.20	40.83
	1950	63707	66866	70064		73242	76440	79619
17	HOURLY	34.42	36.11	37.87		39.57	41.28	43.01
	1950	67119	70415	73847		77162	80496	83870
18	HOURLY	36.31	38.12	39.92		41.74	43.56	45.38
	1950	70805	74334	77844		81393	84942	88491
19	HOURLY	38.37	40.29	42.18		44.09	46.05	47.98
	1950	74822	78566	82251		85976	89798	93561
20	HOURLY	40.68	42.76	44.76		46.80	48.83	50.89
	1950	79326	83382	87282		91260	95219	99236
21	HOURLY	42.56	44.72	46.84		48.96	51.07	53.18
	1950	82992	87204	91338		95472	99587	103701
22	HOURLY	44.09	46.36	48.56		50.71	52.96	55.17
	1950	85976	90402	94692		98885	103272	107582
23	HOURLY	45.86	48.16	50.45		52.75	55.06	57.35
	1950	89427	93912	98378		102863	107367	111833

**SCHEDULE A-1
PAY PLAN**

The following Schedule applies to **Plumbers, Electricians**, Heavy Duty Mechanic/Truck and Transport Mechanic Supervisors, Dental Hygienists, Elevator/Lifts Inspectors, Senior Development Officers, Building Officials, Speech Language Pathologists, and Pharmacists due to market conditions. **Plumbers and Electricians are identified as 11B**, Heavy Duty Mechanic/Truck and Transport Mechanic Supervisors are identified as 14B in the Tradesworker series. Dental Hygienists are identified as Technical Officer 14A. **Building Officials are identified as 15E. Occupational Therapist 1's are identified as level 170 while Occupational Therapist 2's are identified as level 180.** Speech Language Pathologists are identified as Professional Officer 18C. Pharmacists are identified as 18B, 19B and 20B in the Program Officer series. The pay rates for these positions are as follows:

LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
11B	Apr 1, 2022 (3%)	HOURLY			28.57	29.84	31.16	32.45
		1950			55712	58188	60762	63278
		2080			59426	62067	64813	67496
	Apr 1, 2023 (2.25%)	HOURLY			29.21	30.51	31.86	33.18
		1950			56960	59495	62127	64701
		2080			60757	63461	66269	69014
	Oct 1, 2023 (2.25%)	HOURLY			29.87	31.20	32.58	33.93
		1950			58247	60840	63531	66164
		2080			62130	64896	67766	70574
	Apr 1, 2024 (1.25%)	HOURLY			30.24	31.59	32.99	34.35
		1950			58968	61601	64331	66983
		2080			62899	65707	68619	71448
	Oct 1, 2024 (1.5%)	HOURLY			30.69	32.06	33.48	34.87
		1950			59846	62517	65286	67997
		2080			63835	66685	69638	72530
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
14A	Apr 1, 2022 (3%)	HOURLY	29.23	30.63	32.05	33.37	34.77	36.17
		1950	56999	59729	62498	65072	67802	70532
	Apr 1, 2023 (2.25%)	HOURLY	29.89	31.32	32.77	34.12	35.55	36.98
		1950	58286	61074	63902	66534	69323	72111
	Oct 1, 2023 (2.25%)	HOURLY	30.56	32.02	33.51	34.89	36.35	37.81
		1950	59592	62439	65345	68036	70883	73730
	Apr 1, 2024 (1.25%)	HOURLY	30.94	32.42	33.93	35.33	36.80	38.28
		1950	60333	63219	66164	68894	71760	74646
	Oct 1, 2024 (1.5%)	HOURLY	31.40	32.91	34.44	35.86	37.35	38.85
		1950	61230	64175	67158	69927	72833	75758
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
14B	Apr 1, 2022 (3%)	HOURLY		29.86	31.28	32.73	34.13	35.55
		1950		58227	60996	63824	66554	69323
		2080		62109	65062	68078	70990	73944
	Apr 1, 2023 (2.25%)	HOURLY		30.53	31.98	33.47	34.90	36.35
		1950		59534	62361	65267	68055	70883
		2080		63502	66518	69618	72592	75608
	Oct 1, 2023 (2.25%)	HOURLY		31.22	32.70	34.22	35.69	37.17
		1950		60879	63765	66729	69596	72482
		2080		64938	68016	71178	74235	77314

	Apr 1, 2024 (1.25%)	HOURLY		31.61	33.11	34.65	36.14	37.63
		1950		61640	64565	67568	70473	73379
		2080		65749	68869	72072	75171	78270
	Oct 1, 2024 (1.5%)	HOURLY		32.08	33.61	35.17	36.68	38.19
		1950		62556	65540	68582	71526	74471
		2080		66726	69909	73154	76294	79435
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
14D	Apr 1, 2022 (3%)	HOURLY		30.40	31.84	33.29	34.73	36.19
		1950		59280	62088	64916	67724	70571
	Apr 1, 2023 (2.25%)	HOURLY		31.08	32.56	34.04	35.51	37.00
		1950		60606	63492	66378	69245	72150
	Oct 1, 2023 (2.25%)	HOURLY		31.78	33.29	34.81	36.31	37.83
		1950		61971	64916	67880	70805	73769
	Apr 1, 2024 (1.25%)	HOURLY		32.18	33.71	35.25	36.76	38.30
		1950		62751	65735	68738	71682	74685
	Oct 1, 2024 (1.5%)	HOURLY		32.66	34.22	35.78	37.31	38.87
		1950		63687	66729	69771	72755	75797
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
15D	Apr 1, 2022 (3%)	HOURLY	34.13	35.82	37.51	39.23	40.94	42.66
		1950	66554	69849	73145	76499	79833	83187
	Apr 1, 2023 (2.25%)	HOURLY	34.90	36.63	38.35	40.11	41.86	43.62
		1950	68055	71429	74783	78215	81627	85059
	Oct 1, 2023 (2.25%)	HOURLY	35.69	37.45	39.21	41.01	42.80	44.60
		1950	69596	73028	76460	79970	83460	86970
	Apr 1, 2024 (1.25%)	HOURLY	36.14	37.92	39.70	41.52	43.34	45.16
		1950	70473	73944	77415	80964	84513	88062
	Oct 1, 2024 (1.5%)	HOURLY	36.68	38.49	40.30	42.14	43.99	45.84
		1950	71526	75056	78585	82173	85781	89388
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
15E	Apr 1, 2022 (3%)	HOURLY	30.65	32.22	33.74	35.29	36.81	38.37
		1950	59768	62829	65793	68816	71780	74822
	Apr 1, 2023 (2.25%)	HOURLY	31.34	32.94	34.50	36.08	37.64	39.23
		1950	61113	64233	67275	70356	73398	76499
	Oct 1, 2023 (2.25%)	HOURLY	32.05	33.68	35.28	36.89	38.49	40.11
		1950	62498	65676	68796	71936	75056	78215
	Apr 1, 2024 (1.25%)	HOURLY	32.45	34.10	35.72	37.35	38.97	40.61
		1950	63278	66495	69654	72833	75992	79190
	Oct 1, 2024 (1.5%)	HOURLY	32.94	34.61	36.26	37.91	39.55	41.22
		1950	64233	67490	70707	73925	77123	80379
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
17O	Apr 1, 2022 (3%)	HOURLY	34.55	35.94	37.48	39.01	40.64	42.35
		1950	67373	70083	73086	76070	79248	82583
	Apr 1, 2023 (2.25%)	HOURLY	35.33	36.75	38.32	39.89	41.55	43.30
		1950	68894	71663	74724	77786	81023	84435

	Oct 1, 2023 (2.25%)	HOURLY	36.12	37.58	39.18	40.79	42.48	44.27
		1950	70434	73281	76401	79541	82836	86327
	Apr 1, 2024 (1.25%)	HOURLY	36.57	38.05	39.67	41.30	43.01	44.82
		1950	71312	74198	77357	80535	83870	87399
	Oct 1, 2024 (1.5%)	HOURLY	37.12	38.62	40.27	41.92	43.66	45.49
		1950	72384	75309	78527	81744	85137	88706
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
18B	Apr 1, 2022 (3%)	HOURLY	55.31	57.06	58.78	60.48	62.19	63.94
		1950	107855	111267	114621	117936	121271	124683
	Apr 1, 2023 (2.25%)	HOURLY	56.55	58.34	60.10	61.84	63.59	65.38
		1950	110273	113763	117195	120588	124001	127491
	Oct 1, 2023 (2.25%)	HOURLY	57.82	59.65	61.45	63.23	65.02	66.85
		1950	112749	116318	119828	123299	126789	130358
	Apr 1, 2024 (1.25%)	HOURLY	58.54	60.40	62.22	64.02	65.83	67.69
		1950	114153	117780	121329	124839	128369	131996
	Oct 1, 2024 (1.5%)	HOURLY	59.42	61.31	63.15	64.98	66.82	68.71
		1950	115869	119555	123143	126711	130299	133985
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
18C	Apr 1, 2022 (3%)	HOURLY	38.35	40.28	42.22	44.09	46.02	47.95
		1950	74783	78546	82329	85976	89739	93503
	Apr 1, 2023 (2.25%)	HOURLY	39.21	41.19	43.17	45.08	47.06	49.03
		1950	76460	80321	84182	87906	91767	95609
	Oct 1, 2023 (2.25%)	HOURLY	40.09	42.12	44.14	46.09	48.12	50.13
		1950	78176	82134	86073	89876	93834	97754
	Apr 1, 2024 (1.25%)	HOURLY	40.59	42.65	44.69	46.67	48.72	50.76
		1950	79151	83168	87146	91007	95004	98982
	Oct 1, 2024 (1.5%)	HOURLY	41.20	43.29	45.36	47.37	49.45	51.52
		1950	80340	84416	88452	92372	96428	100464
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
18O	Apr 1, 2022 (3%)	HOURLY	36.43	37.93	39.52	41.18	42.90	44.69
		1950	71039	73964	77064	80301	83655	87146
	Apr 1, 2023 (2.25%)	HOURLY	37.25	38.78	40.41	42.11	43.87	45.70
		1950	72638	75621	78800	82115	85547	89115
	Oct 1, 2023 (2.25%)	HOURLY	38.09	39.65	41.32	43.06	44.86	46.73
		1950	74276	77318	80574	83967	87477	91124
	Apr 1, 2024 (1.25%)	HOURLY	38.57	40.15	41.84	43.60	45.42	47.31
		1950	75212	78293	81588	85020	88569	92255
	Oct 1, 2024 (1.5%)	HOURLY	39.15	40.75	42.47	44.25	46.10	48.02
		1950	76343	79463	82817	86288	89895	93639
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
19B	Apr 1, 2022 (3%)	HOURLY	57.36	59.20	61.01	62.83	64.66	66.48
		1950	111852	115440	118970	122519	126087	129636
	Apr 1, 2023 (2.25%)	HOURLY	58.65	60.53	62.38	64.24	66.11	67.98
		1950	114368	118034	121641	125268	128915	132561

	Oct 1, 2023 (2.25%)	HOURLY	59.97	61.89	63.78	65.69	67.60	69.51
		1950	116942	120686	124371	128096	131820	135545
	Apr 1, 2024 (1.25%)	HOURLY	60.72	62.66	64.58	66.51	68.45	70.38
		1950	118404	122187	125931	129695	133478	137241
	Oct 1, 2024 (1.5%)	HOURLY	61.63	63.60	65.55	67.51	69.48	71.44
		1950	120179	124020	127823	131645	135486	139308
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
20B	Apr 1, 2022 (3%)	HOURLY	58.38	60.23	62.14	64.02	65.91	67.79
		1950	113841	117449	121173	124839	128525	132191
	Apr 1, 2023 (2.25%)	HOURLY	59.69	61.59	63.54	65.46	67.39	69.32
		1950	116396	120101	123903	127647	131411	135174
	Oct 1, 2023 (2.25%)	HOURLY	61.03	62.98	64.97	66.93	68.91	70.88
		1950	119009	122811	126692	130514	134375	138216
	Apr 1, 2024 (1.25%)	HOURLY	61.79	63.77	65.78	67.77	69.77	71.77
		1950	120491	124352	128271	132152	136052	139952
	Oct 1, 2024 (1.5%)	HOURLY	62.72	64.73	66.77	68.79	70.82	72.85
		1950	122304	126224	130202	134141	138099	142058

**SCHEDULE A-1
PAY PLAN**

Special consideration was given to Equipment Operators due to market conditions. Equipment Operators are identified as 4A, 5A, 6A, 7A, 8A and 9A. The pay rates for these positions are as follows:

LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
4A	Apr 1, 2022 (3%)	HOURLY				19.19	20.00	20.73
		1950				37,421	39,000	40,424
		2080				39,915	41,600	43,118
	Apr 1, 2023 (2.25%)	HOURLY				19.62	20.45	21.20
		1950				38,259	39,878	41,340
		2080				40,810	42,536	44,096
	Oct 1, 2023 (2.25%)	HOURLY				20.06	20.91	21.68
		1950				39,117	40,775	42,276
		2080				41,725	43,493	45,094
	Apr 1, 2024 (1.25%)	HOURLY				20.31	21.17	21.95
		1950				39,605	41,282	42,803
		2080				42,245	44,034	45,656
	Oct 1, 2024 (1.5%)	HOURLY				20.61	21.49	22.28
		1950				40,190	41,906	43,446
		2080				42,869	44,699	46,342
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
5A	Apr 1, 2022 (3%)	HOURLY				20.05	20.88	21.70
		2080				41,704	43,430	45,136
	Apr 1, 2023 (2.25%)	HOURLY				20.50	21.35	22.19
		2080				42,640	44,408	46,155
	Oct 1, 2023 (2.25%)	HOURLY				20.96	21.83	22.69
		2080				43,597	45,406	47,195
	Apr 1, 2024 (1.25%)	HOURLY				21.22	22.10	22.97
		2080				44,138	45,968	47,778
	Oct 1, 2024 (1.5%)	HOURLY				21.54	22.43	23.31
		2080				44,803	46,654	48,485
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
6A	Apr 1, 2022 (3%)	HOURLY				21.00	21.85	22.73
		2080				43,680	45,448	47,278
	Apr 1, 2023 (2.25%)	HOURLY				21.47	22.34	23.24
		2080				44,658	46,467	48,339
	Oct 1, 2023 (2.25%)	HOURLY				21.95	22.84	23.76
		2080				45,656	47,507	49,421
	Apr 1, 2024 (1.25%)	HOURLY				22.22	23.13	24.06
		2080				46,218	48,110	50,045
	Oct 1, 2024 (1.5%)	HOURLY				22.55	23.48	24.42
		2080				46,904	48,838	50,794

LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7A	Apr 1, 2022 (3%)	HOURLY				22.00	22.94	23.82
		2080				45,760	47,715	49,546
	Apr 1, 2023 (2.25%)	HOURLY				22.50	23.46	24.36
		2080				46,800	48,797	50,669
	Oct 1, 2023 (2.25%)	HOURLY				23.01	23.99	24.91
		2080				47,861	49,899	51,813
	Apr 1, 2024 (1.25%)	HOURLY				23.30	24.29	25.22
		2080				48,464	50,523	52,458
	Oct 1, 2024 (1.5%)	HOURLY				23.65	24.65	25.60
		2080				49,192	51,272	53,248
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
8A	Apr 1, 2022 (3%)	HOURLY				23.16	24.08	25.03
		2080				48,173	50,086	52,062
	Apr 1, 2023 (2.25%)	HOURLY				23.68	24.62	25.59
		2080				49,254	51,210	53,227
	Oct 1, 2023 (2.25%)	HOURLY				24.21	25.17	26.17
		2080				50,357	52,354	54,434
	Apr 1, 2024 (1.25%)	HOURLY				24.51	25.48	26.50
		2080				50,981	52,998	55,120
	Oct 1, 2024 (1.5%)	HOURLY				24.88	25.86	26.90
		2080				51,750	53,789	55,952
LEVELS		RATES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9A	Apr 1, 2022 (3%)	HOURLY			23.36	24.39	25.39	26.39
		2080			48,589	50,731	52,811	54,891
	Apr 1, 2023 (2.25%)	HOURLY			23.89	24.94	25.96	26.98
		2080			49,691	51,875	53,997	56,118
	Oct 1, 2023 (2.25%)	HOURLY			24.43	25.50	26.54	27.59
		2080			50,814	53,040	55,203	57,387
	Apr 1, 2024 (1.25%)	HOURLY			24.74	25.82	26.87	27.93
		2080			51,459	53,706	55,890	58,094
	Oct 1, 2024 (1.5%)	HOURLY			25.11	26.21	27.27	28.35
		2080			52,229	54,517	56,722	58,968

**SCHEDULE A-1
PAY PLAN**

As a result of reorganization of health services, additional nursing positions were added to the Civil Service on January 1, 2011. Special consideration was given to Registered Nurses. Nurses are identified as 16A and 17A in the Professional Officer series and in 18A and 19A in the Program Officer series. Nurse Practitioners are identified as a level **20D**. Pay rates for these positions follow the PEINU Collective Agreement and are as follows:

Levels		Rates	Step 1	Step 2	Step 3	Step4	Step 5	Step 6	25 yr wage rate
16A	01-Oct-20	Hourly	34.30	35.71	37.34	38.90	40.52	41.84	43.07
		1950	66,885	69,635	72,813	75,855	79,014	81,588	83,987
Levels		Rates	Step 1	Step 2	Step 3	Step4	Step 5	Step 6	25 yr wage rate
17A	01-Oct-20	Hourly	34.84	36.60	38.32	40.04	41.82	43.52	44.82
		1950	67,938	71,370	74,724	78,078	81,549	84,864	87,399
Levels		Rates	Step 1	Step 2	Step 3	Step4	Step 5	Step 6	25 yr wage rate
18A	01-Oct-20	Hourly	37.70	39.35	41.08	42.97	44.84	46.37	47.77
		1950	73,515	76,733	80,106	83,792	87,438	90,422	93,152
Levels		Rates	Step 1	Step 2	Step 3	Step4	Step 5	Step 6	25 yr wage rate
19A	01-Oct-20	Hourly	39.07	41.05	43.01	44.99	46.91	48.89	50.34
		1950	76,187	80,048	83,870	87,731	91,475	95,336	98,163
Levels		Rates	Step 1	Step 2	Step 3	Step4	Step 5	Step 6	25 yr wage rate
20D	01-Oct-20	Hourly	51.08	52.39	53.71	55.05	56.41	57.82	59.55
		1950	99,606	102,161	104,735	107,348	110,000	112,749	116,123

For the remainder of the term of this agreement, subsequent pay rates will be adjusted as PEINU rates are negotiated.

**SCHEDULE A-1
PAY PLAN**

Licensed Practical Nurses (LPNs) were added to the Collective Agreement between the Government of Prince Edward Island and the Prince Edward Island Union of Public Sector Employees November 26, 2019. Pay rates for these positions follow the UPSE Health Collective Agreement and are as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 13A (LPN) April 1, 2022		26.29	27.56	28.80	30.07	31.35
October 1, 2022		26.49	27.77	29.02	30.30	31.59

For the remainder of the term of this agreement, subsequent pay rates will be adjusted as UPSE Health rates are negotiated.

SCHEDULE A-2

**LISTING OF CLASSIFICATION TITLES, PAY LEVELS, HOURS
OF WORK CODES AND OVERTIME CODES**

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

CLASSIFICATION TITLE	PAY LEVEL	HOURS OF WORK CODE	OVERTIME CODE
Information Technology Officer 11	11	X	*
Information Technology Officer 12	12	X	*
Information Technology Officer 13	13	X	*
Information Technology Officer 14	14	X	*
Information Technology Officer 15	15	X	* Or **
Information Technology Officer 16	16	X	* Or **
Information Technology Officer 17	17	X	**
Information Technology Officer 18	18	X	**
Information Technology Officer 19	19	X	**
Information Technology Officer 20	20	X	**
Information Technology Officer 21	21	X	**
Information Technology Officer 22	22	X	**
Library Assistant 3	3	X	*
Library Assistant 5	5	X	*
Library Assistant 6	6	X	*
Library Assistant 7	7	X	*
Library Assistant B	8	X	*
Library Assistant 9	9	X	*
Library Assistant 10	10	X	*
Library Assistant 11	11	X	*
Library Assistant 12	12	X	*
Library Assistant 14	14	X	*
Maintenance Worker 3	3	X or Y	*
Maintenance Worker 4	4	X or Y	*
Maintenance Worker 5	5	X or Y	*
Maintenance Worker 6	6	X or Y	*
Maintenance Worker 7	7	X or Y	*
Maintenance Worker 8	8	X or Y	*
Maintenance Worker 9	9	X or Y	*
Maintenance Worker 10	10	X or Y	*
Maintenance Worker 11	11	X or Y	*
Maintenance Worker 13	13	X or Y	*
Occupational Therapists 1	170	X	* or **
Occupational Therapists 2	180	X	* or **
Printing/Postal Worker 4	4	X	*
Printing/Postal Worker 5	5	X	*
Printing/Postal Worker 6	6	X	*
Printing/Postal Worker 7	7	X	*
Printing/Postal Worker 8	8	X	*
Printing/Postal Worker 9	9	X	*
Printing/Postal Worker 10	10	X	*

CLASSIFICATION TITLE	PAY LEVEL	HOURS OF WORK CODE	OVERTIME CODE
Professional Officer 14	14	X	*
Professional Officer 15	15	X	**
Professional Officer 16A	16A	X	*
Professional Officer 17	17	X	* or **
Professional Officer 17A	17A	X	* or **
Professional Officer 18	18	X	* or **
Professional Officer 18C	18C	X	* or **
Professional Officer 19	19	X	* or **
Professional Officer 19A	19A	X	* or **
Professional Officer 20	20	X	**
Professional Officer 21	21	X	* or **
Professional Officer 22	22	X	**
Professional Officer 23	23	X	**
Program Officer 11	11	X	*
Program Officer 12	12	X	*
Program Officer 13	13	X	* or **
Program Officer 14	14	X or Y	* or **
Program Officer 15	15	X	* or **
Program Officer 16	16	X	**
Program Officer 17	17	X	**
Program Officer 1B	18	X	**
Program Officer 1BA	18A	X	**
Program Officer 18B	18B	X	**
Program Officer 19	19	X	**
Program Officer 19A	19A	X	**
Program Officer 19B	19B	X	**
Program Officer 20B	20B	X	**
Program Officer 21	21	X	**
Program Officer 22	22	X	**
Program Officer 23	23	X	**
Regulatory Officer 8	8	X	*
Regulatory Officer 9	9	X	*
Regulatory Officer 10	10	X	*
Regulatory Officer 11	11	X	*
Regulatory Officer 12	12	X	*
Regulatory Officer 13	13	X or Y	* or **
Regulatory Officer 14	14	X or Y	* or **
Regulatory Officer 15	15	X or Y	* or **
Regulatory Officer 16	16	X or Y	* or **
Regulatory Officer 17	17	X or Y	* or **
Regulatory Officer 19	19	X or Y	* or **
Regulatory Officer 20	20	X or Y	* or **

CLASSIFICATION TITLE	PAY LEVEL	HOURS OF WORK CODE	OVERTIME CODE
Service Worker 4	4	X	*
Service Worker 5	5	X	*
Service Worker 6	6	X or Y	*
Service Worker 7	7	X	*
Service Worker 8	8	X	*
Service Worker 10	10	X	* or **
Social Worker 16	16	X	
Social Worker 17	17	X	*
Social Worker 18	18	X	
Social Worker 19	19	X	*
Social Worker 20	20	X	*
Social Worker 21	21	X	* or **
Stores Worker 5	5	X or Y	*
Stores Worker 6	6	X or Y	
Stores Worker 7	7	X	*
Stores Worker 8	8	X or Y	*
Stores Worker 9	9	X	*
Stores Worker 10	10	X	*
Stores Worker 11	11	X	*
Stores Worker 12	12	X	*
Stores Worker 13	13	X	*
Stores Worker 14	14	X	*
Stores Worker 15	15	X	**
Stores Worker 16	16	X	**
Stores Worker 17	17	X	**
Technical Officer 8	8	X	*
Technical Officer 9	9	X	*
Technical Officer 10	10	X or Y	*
Technical Officer 11	11	X	*
Technical Officer 12	12	X	*
Technical Officer 13	13	X	* Or **
Technical Officer 14	14	X or Y	**
Technical Officer 14A	14A	X	**
Technical Officer 15	15	X	**
Technical Officer 15E	15E	X	**
Technical Officer 16	16	X	**
Technical Officer 17	17	X	**
Technical Officer 18	18	X	**
Technical Officer 19	19	X	**
Technical Officer 20	20	X	**
Technical Officer 21	21	X	**

CLASSIFICATION TITLE	PAY LEVEL	HOURS OF WORK CODE	OVERTIME CODE
Trades Worker 7	7	Y	*
Trades Worker 9	9	X or Y	*
Trades Worker 10	10	X or Y	*
Trades Worker 11B	11B	X or Y	*
Trades Worker 12	12	X or Y	*
Trades Worker 13	13	Y	*
Trades Worker 14	14	X or Y	*
Trades Worker 14A	14A	X or Y	*
Trades Worker 14B	14B	X or Y	*
Trades Worker 15	15	X	*
Youth Worker 9	9	X	*
Youth Worker 11	11	X	*
Youth Worker 12	12	X	*
Youth Worker 13	13	X	*
Youth Worker 14	14	X	*
Youth Worker 15	15	X	*
Youth Worker 16	16	X	**
Youth Worker 17	17	X	**

Hours of Work Code

X means 37 ½ hours per week
Y means 40 hours per week

Overtime Code

* See Article 13.05
** See Article 13.07

SCHEDULE B
DEFERRED SALARY PLAN

1. Description

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

2. Qualifications

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

3. Application

- (a) An employee must make written application to their Deputy Head on or before January 31, requesting permission to participate in the Plan; however, the deadline of January 31 may be waived under special circumstances.
- (b) Written acceptance or denial of the employee's request, with explanation, will be forwarded to the employee by April 1 in the fiscal year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employing Authority.

4. Payment Formula and Leave of Absence

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

- (a) (1) In the first two (2) years, the first three (3) years or the first four (4) years of the Plan, the employee will be paid sixty-six and two-thirds percent (66 2/3%), seventy-five percent (75%) or eighty percent (80%), respectively, of the employee's proper salary range. The remaining thirty-three and one-third percent (33 1/3%), twenty-five percent (25%) or twenty percent (20%) of annual salary shall accumulate and this amount plus any interest earned shall be paid to the employee during the year of leave.
- (2) The calculation of interest under the terms of this Plan shall be calculated as follows:
 - the sum of the Bank of Canada rate, as determined on the last business day of the month, and the Province's Canada Pension Plan borrowing rate divided by two and rounded to the nearest one-quarter of a percent minus one percent.
- (b) Employees' fringe benefits will be maintained by the Employer during their leave of absence. Any benefits tied to salary level shall be structured according to actual salary paid.
- (c) The leave of absence may be taken only in the last year of the Deferred Salary Plan

arrangement made under section 1. Under special circumstances the Employing Authority may permit the commencement of the leave of absence after the end of the Deferred Salary Plan, where permitted by the *Income Tax Act* (Canada).

- (d) With the approval of the Employing Authority, an employee may select some alternative method of deferring salary other than that specified in section 4(a).

5. **Terms of Reference**

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

SCHEDULE C

JOB CREATION PROJECTS

It is agreed that:

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

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

SCHEDULE D

JOB SHARING

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

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

Article 12	Increment Increases
Article 18	Severance Pay and Retiring Pay
Article 21	Vacation
Article 22	Statutory Holidays
Article 23	Sick Leave

Article 24
Article 34

Special Leave
Travel Allowances

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

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

JOB SHARING AGREEMENT

EMPLOYEES' REQUEST

-----'a/an _____-----
 - Employee #1 Classification
 in position number _____ of the -----
 of the _____ - Division
 and
 Department/Agency
 -----' a/an _____
 Employee#2 Classification
 in position number _____ of the -----
 -- Division
 of the ----- request to enter
 Department/Agency
 into a job sharing agreement in accordance with the provisions outlined in **Schedule D**. It is
 requested that the job sharing arrangement commence on _____ and end on

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

PENSIONABLE SERVICE FOR EMPLOYEES PARTICIPATING IN THE CIVIL
 SERVICE SUPERANNUATION FUND

_____ does_ does not ___ elect to purchase eligible deemed
 Employee# 1
 service for purpose of pensionable service under the **Public Sector Pension Plan Act**.

_____ does ___ does not___ elect to purchase eligible deemed
 Employee #2
 service for purpose of pensionable service under the **Public Sector Pension Plan Act**.

APPROVAL

Department approval granted by:

----- on _____-----
 Name Date

Signatures: _____
 Employee #1 Employee #2

cc: PEIUPSE
 Personnel File
 Employee
 Benefits

SCHEDULE E

REIMBURSEMENT OF EXPENSES ON EMPLOYER-INITIATED TRANSFERS

1. **Temporary Travel Allowance**

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

2. **Altered Work Hours**

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

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

SCHEDULE F

PORTABILITY OF BENEFIT ENTITLEMENTS BETWEEN THE GOVERNMENT, HEALTH PEI, IRAC AND WCB

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

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

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

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

The parties agree as follows:

1. The new Employer shall recognize a permanent employee's sick leave earned with the former Employer up to the maximum amount of sick leave provided.
2.
 - (a) It is recognized by all parties hereto that any earned vacation shall be paid out to the employee by the former Employer on termination of employment unless the employee requests that a maximum of one year's vacation entitlement be carried over to the new Employer. Such requested carryover shall be accepted by the new Employer as a liability.
 - (b) The new Employer shall recognize a permanent employee's length of continuous service or continuous employment with the former Employer for purposes of entitlement to vacation leave.
3.
 - (a) The new Employer shall recognize a permanent employee's length of continuous service with the former Employer for purposes of entitlement to severance pay or retiring pay.
 - (b) The new Employer shall recognize a permanent employee's number of paid hours with the former Employer for severance pay or retiring pay purposes and shall accept the same as a contingent liability.
4.
 - (a) A permanent employee's continuous service with the former Employer shall be recognized by the new Employer where continuous service may be a factor including layoff and recall and temporary assignments.
 - (b) An employee's continuous service as a permanent employee, including probationary and provisional service, with the former Employer shall be recognized by the new Employer where continuous service may be a factor for in-service competitions.
5. The parties hereto agree that these provisions shall apply to all permanent employees of Health PEI, IRAC and WCB.

SCHEDULE G

PORTABILITY OF BENEFIT ENTITLEMENTS BETWEEN THE GOVERNMENT

AND

INNOVATION PEI AND RELATED AGENCIES, INCLUDING FINANCE PEI; FTC ENTERPRISES LIMITED (OPERATING AS BIO FOOD TECH); AND ISLAND INVESTMENT DEVELOPMENT INC. (OPERATING AS THE OFFICE OF IMMIGRATION)

This Agreement made this day of May 16, 2007.

The Government, Innovation PEI and the Union wish to enhance the mobility of permanent/classified employees from the Government to Innovation PEI and Innovation PEI to Government.

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

The parties agree as follows:

1. The new Employer shall recognize a permanent employee's sick leave earned with the former Employer up to the maximum amount of sick leave provided.
2.
 - (a) It is recognized by all parties hereto that any earned vacation shall be paid out to the employee by the former Employer on termination of employment unless the employee requests that a maximum of one year's vacation entitlement be carried over to the new Employer. Such requested carryover shall be accepted by the new Employer as a liability.
 - (b) The new Employer shall recognize a permanent employee's length of continuous service or continuous employment with the former Employer for purposes of entitlement to vacation leave.
3.
 - (a) The new Employer shall recognize a permanent employee's length of continuous service with the former Employer for purposes of entitlement to severance pay or retiring pay.
 - (b) The new Employer shall recognize a permanent employee's number of paid hours with the former Employer for severance pay or retiring pay purposes and shall accept the same as a contingent liability.
4. The parties hereto agree that these provisions shall apply to all permanent employees of Innovation PEI and related agencies, including Finance PEI; FTC Enterprises Limited (operating as Bio Food Tech); and Island Development Inc. (operating as the Office of Immigration).

MEMORANDUM OF AGREEMENT #1

BETWEEN

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

AND

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

CLARIFICATION OF TRANSPORTATION CONDITIONS ARTICLE AND POLICY

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

Ceasing Operations for Non-Designated Employees

The Employer agrees to ensure that appropriate personnel are delegated the authority to cease operations in all workplaces which have non-designated employees who work outside the normal government hours of 8:30 a.m. to 5:00 p.m. Monday to Friday. These designated authorities will ensure that the most appropriate methods are used to notify employees not designated under Article 11.05 of such closures and these employees will be considered to be on leave with pay.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT #2

BETWEEN

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

AND

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

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

The Employer and the Union agree as follows:

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Island Regulatory
and Appeals Commission

MEMORANDUM OF AGREEMENT #3

BETWEEN

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

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

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

The Employer and the Union agree as follows:

1. With the exception of Article 43, the terms and conditions of employment of all employees of the Employer represented by the Union will be those set out in the Collective Agreement in force between the Government of the Province of Prince Edward Island and the Union.
2. All references to the Government of the Province of Prince Edward Island, the Employer, the Employing Authority, the Public Service Commission, a Department Head, a Deputy Head, Treasury Board or Chair of Treasury Board in the said Collective Agreement shall be read as meaning the Employer under this Memorandum of Agreement, or such official as designated by the Employer.
3. All references to an employee in the said Collective Agreement shall be read as meaning an employee under this Memorandum of Agreement as represented by the Union.
4. All references in the said Collective Agreement to the *Civil Service Act* or Regulations shall not apply to the employees under this Memorandum of Agreement.

SIGNED this 25th day of April, 2023.

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

On behalf of the Workers Compensation
Board of Prince Edward Island

MEMORANDUM OF AGREEMENT #4

BETWEEN

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

AND

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

RELIEF EMPLOYEES

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT #5

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
{Hereinafter called the "Employer"}**

**AND
THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES
{Hereinafter called the "Union"}**

RED-CIRCLED EMPLOYEES

1. The Employer and the Union agree that a single lump sum payment shall be processed effective March 31, 2010 and each subsequent March 31 for eligible employees in accordance with the following:
 - (a) If an employee's red-circled rate of pay exceeds the adjusted Step 6 rate of pay for the job, the employee will be paid a lump sum off-scale payment equivalent to one-half the rate of the economic adjustment prorated to hours worked; or
 - (b) If an employee moves up from the red-circled rate to the new Step 6 rate for the job and this rate of increase is less than one-half the rate of increase of the economic adjustment, the employee will be paid an additional, off-scale lump sum payment prorated to hours worked which together with the increase to the new job rate is equal to one-half the economic adjustment; or
 - (d) If an employee moves up from the red-circled rate to the new Step 6 rate for the job and this rate of increase equals or exceeds one-half the rate of the economic adjustment, no signing bonus is payable.
 - (e) For greater certainty the term "hours worked" as outlined in (a) and (b) means all regular hours paid and includes paid leave. Regular hours paid does not include overtime, standby, callback or shift premiums.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government of
Prince Edward Island

MEMORANDUM OF AGREEMENT #6

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

AND

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

FOREST FIRE FIGHTING

The Employer and the Union agree as follows:

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT #7

BETWEEN

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

AND

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

ISSUES RELATING TO FORESTRY SITE CREW BOSSES

The Employer and the Union agree to the following:

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT #8

BETWEEN

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

AND

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

VACANCY REVIEW PROCESS

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

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT #9

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
{Hereinafter called the "Employer"}**

AND

**THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES
{Hereinafter called the "Union"}**

RE: ARTICLE 37.01(c)(2)&(3)

RE: Additional Employment Lists

The parties agree that notwithstanding Article 1.06(a)(5), a temporary or casual employee, who has been appointed by the Commission through an approved competitive process and who has completed 1950 hours of work through successive appointments by the Commission, shall be deemed to have one year of continuous service for the purposes of Article 37.01(c)(2) and Article 37.01(c)(3).

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT #10

BETWEEN

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

AND

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

PENSION MATTERS

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

SIGNED this 25th day of April, 2023

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT #11

BETWEEN

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

AND

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

DEPARTMENT OF SOCIAL DEVELOPMENT AND SENIORS

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

The parties agree as follows:

1. Social Workers and Social Service Workers employed within Child and Family Services who are delegated specific powers and duties of the Director of Child Protection pursuant to the Child Protection Act, who are required to be on standby and possible subsequent call back for the purpose of After Hours Emergency Child Protection Service shall have the option to be compensated by pay or time in lieu for their callback.
2. Social Workers and Social Service Workers who are delegated specific powers and duties of the Director of Child Protection pursuant to the *Child Protection Act* and required to be on a holiday shall be paid for the holiday and shall receive another day off with pay. However, in circumstances where the designated holiday falls on a weekend and as a result, it is recognized on the Monday following, then this entitlement shall only apply to employees scheduled for standby duty on the Monday.

These entitlements are in respect to historical employment terms and are in consideration of recruitment and retention issues regarding employees who are delegated specific powers and duties of the Director of Child Protection pursuant to the *Child Protection Act*.

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government of
Prince Edward Island

MEMORANDUM OF AGREEMENT #12

BETWEEN

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

AND

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

**GROUP INSURANCE PLANS CASUAL CORRECTION OFFICERS
AND YOUTH WORKERS**

The parties agree to submit a written request to the Public Sector Group Insurance Plan (PSGIP) Trustees to:

1. Determine the feasibility of long-term casual Correction Officers and Youth Workers being eligible to access group insurance plans on an employee paid basis. Long term casuals shall be understood to mean PSC appointed casuals with 1950 hours continuous service;
2. Identify the effect of their eligibility on premiums for employees currently participating in the plans;
3. Identify the premium cost for casual Correctional Officers and Youth Workers if it is determined by the insurers that they are eligible to participate in the benefits.

The parties will request the PSGIP Trustees to respond within six (6) months of the request. After receiving the available options from PSGIP, the Union and the Employer will meet to determine the most appropriate course of action.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT #13

BETWEEN

The Prince Edward Island Union of Public Sector Employees (“UPSE”)

and

The Public Schools Branch

And

**The Government of Prince Edward Island
represented by the Minister of Education and Early Years**

Whereas effective January 1, 2012 the Eastern School District and Western School Board were merged into a single school board to be known as the PEI English Language School (“PEI FLSB”) and is now known as the Public Schools Branch;

And Whereas simultaneous to that merger the Department of Education and Early Childhood Development, now known as the Department of Education and **Early Years**, transferred a number of direct service positions to the Public Schools Branch;

And whereas UPSE is the bargaining agent for certain employees of the Department of Education and **Early Years** who were transferred to the Public Schools Branch;

And whereas in order to provide formal recognition to UPSE’s status as bargaining agent in respect of the transferred positions, the parties agreed for UPSE and the Public Schools Branch to enter into a voluntary recognition agreement pursuant to the *Labour Act*. The agreement was made effective as of January 1, 2013 and filed with the PEI Labour Relations Board;

Now therefore UPSE and the Public Schools Branch hereby agree as follows:

1. The Public Schools Branch agrees to continue to recognize UPSE as the exclusive bargaining agent for the employees and positions transferred to the Public Schools Branch.
2. The parties agree that the employees represented by UPSE shall continue to be covered by the terms of the UPSE Civil Service collective agreement. The Public Schools Branch shall be considered as parties to the UPSE Civil Service collective agreement on the same basis as other affiliated employers.
3. The employees transferred to the school boards shall have full recognition of their service for the purposes of determining their rights and benefits under the collective agreement.
4. In order to provide formal recognition to UPSE’s status as bargaining agent in respect of the transferred positions, the parties agree that UPSE and the Public Schools Branch shall enter into a voluntary recognition agreement pursuant to the *Labour Act*, which agreement shall be made effective as of January 1, 2013 and shall be filed with the PEI Labour Relations Board.

5. A number of Speech Language Pathologists (“SLP”) who were part of this transfer were previously transferred from Health PEI to the Department of Education and **Early Years**. The parties recognize that those SLPs have certain rights to apply for positions within Health PEI by virtue of a transfer agreement dated July 25, 2011. Those rights are recognized as continuing.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

MEMORANDUM OF AGREEMENT #14

BETWEEN

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

AND

**THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES
(hereinafter called the union")**

OCCUPATIONAL THERAPIST WAGE RATES

WHEREAS Occupational Therapist 1 and 2 positions were added to the Collective Agreement between the Government of Prince Edward Island et al. and the Prince Edward Island Union of Public Sector Employees ("Collective Agreement");

AND WHEREAS the Employer and Union agreed that the April 1, 2018 base wage rate of the Occupational Therapist 1 and 2 positions would be determined by the outcome of the interest arbitration between IUOE, Local 942 and Health PEI by Arbitrator Outhouse and that thereafter, the base wage rate would follow the negotiated increases contained in the Collective Agreement;

AND WHEREAS the April 1, 2018 base wage rate for the Occupational Therapist 2 positions was subject to a 1.5% labour market adjustment as a result of the interest arbitration award by Arbitrator Outhouse, dated February 5, 2020;

NOW THEREFORE, the Employer and Union agree as follows:

The attached wage rates to this Memorandum of Agreement are the wage rates for Occupational Therapist 1 and Occupational Therapist 2 positions as a result of the interest arbitration award by Arbitrator Outhouse, dated February 5, 2020.

SIGNED this 25th day of April, 2023.

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

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

MEMORANDUM OF AGREEMENT # 15

BETWEEN

**The Government of Prince Edward
Island
(Herein called the "Employer")**

AND

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

- 1. As a result of a review of Correctional Nursing Services with the Department of Justice & Public Safety, Licensed Practical Nurses (LPNs) were added to the Civil Service effective November 26, 2019.**
- 2. Licensed Practical Nurses are Identified as Level 13 in the UPSE Health Collective Agreement.**
- 3. The parties agree that pay rate for the Civil Service LPN positions will follow the UPSE Health Collective Agreement rates.**
- 4. For the term of the UPSE Civil Agreement (2022-2025), subsequent pay rates for the classification of LPN positions will be adjusted as UPSE Health rates are negotiated and/or revised in the event of a reclassification of LPN positions with UPSE Health.**

SIGNED this 25th day of April, 2023.

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

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

MEMORANDUM OF AGREEMENT #16

BETWEEN

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

AND

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

1. As a result of the Adams Jurisdiction Award dated 2006, all employees of the Department of Social Development and **Seniors**, including Social Workers, were transferred from the UPSE Health Bargaining Unit to UPSE Civil Bargaining Unit. This transfer resulted in the Imparity of pay for Social Worker positions in the Health and Civil Sectors. The purpose of this Memorandum is to restore pay parity among Social Workers working in Public Sectors.
2. Social Workers are Identified as Level 15A, 16A, 17A, 18F, 190 and 20C in the UPSE Health Collective Agreement.
3. Social Workers in the Department of Social Development and **Seniors** are identified as Level 17, 18, 19 and 20 In the UPSE Civil Collective Agreement.
4. The parties agree that pay rates for the Civil Service Social Worker positions will follow the UPSE Health Collective Agreement rates (in line with the respective classification level) effective the date this Memorandum of Agreement is signed.
5. Subsequent pay rates for the classification of UPSE Civil Social Worker positions will be adjusted as UPSE Health rates are negotiated.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government of Prince Edward
Island

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

STAFF REPLACEMENT

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

PLACE OF RESIDENCE

The parties agree that the provisions of the Collective Agreement under Article 37 Staffing of Classified Positions and Article 38 Temporary Assignments shall not be restricted in their application by imposing a place of residence requirement on any applicant for a position except in circumstances whereby a bona fide operational requirement exists and upon mutual agreement of the parties to the Agreement.

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

EMPLOYMENT STABILITY

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

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

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

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

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

This letter shall be in effect from the signing date of this Agreement until March 31, 2025.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government of
Prince Edward Island

LETTER OF UNDERSTANDING #4

BETWEEN

THE GOVERNMENT OF PRINCE EDWARD ISLAND

AND

THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES

GROUP INSURANCE

The Employer agrees to continue to provide a \$5,000 life insurance benefit to each eligible employee upon retirement. Eligibility is to be determined according to Article 18.02.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

DESIGNATED SHIFT SUPERVISOR

1. Correctional Officers

- (a) The parties agree that a Correctional Officer **13** who works a full or part shift as the Designated Shift Supervisor in the absence of an onsite supervisor shall be paid a supervisory premium equivalent to the amount of the shift premium set out in Article 10.02(a) of the Collective Agreement in addition to any applicable shift premium.
- (b) In Adult Corrections, the Designated Shift Supervisor role shall ordinarily be assigned to the classified employee on the particular shift with the greatest length of continuous service who has successfully completed the Designated Shift Supervisor training.

2. Stores Workers

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

**SUNDAY OPENING AT PEI LIQUOR CONTROL COMMISSION (LCC) AND CANNABIS
MANAGEMENT CORPORATION (CMC) STORES**

As Cabinet has approved Sunday shopping at PEI LCC and CMC stores, the following model shall be put into place:

- Classified full-time employees will be given the first option to any additional hours.
- If the needed pool of employees cannot be achieved through the offering to classified full-time employees, the LCC and CMC would next make the hours available to classified part-time employees.
- If the needed pool is still not achieved, the additional hours would next be offered to casual division employees.
- Operational requirements permitting, classified full-time or classified part-time employees will not be required to work on Sunday.

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING #7

BETWEEN

**THE GOVERNMENT OF PRINCE EDWARD ISLAND
(DEPARTMENT OF TRANSPORTATION AND
INFRASTRUCTURE)**

(Hereinafter called the "Employer")

AND

THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES

TRADESWORKER APPRENTICESHIP PRINCIPLES

The Apprenticeship Committee will be maintained during the term of the agreement with committee members from Skills PEI, Department of Education and **Early Years**, Department of Transportation **and** Infrastructure and the Union of Public Sector Employees to:

- Review, amend, update and implement the Apprenticeship Guidelines and Policy;
- Ensure Return in Service Agreements are approved and authorized by the Deputy Minister of Transportation **and** Infrastructure and the President of the Union of Public Sector Employees;
- Maintain communication amongst the parties and apprentices enrolled in the program.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

STORES WORKER 7

1. Permanent part-time employees of the Liquor Control Commission and Cannabis Management Corporation hired in the Stores Worker 7 classification shall not be entitled to the benefit of Article 9.10 of the collective agreement.
2. Permanent part-time employees in the Stores Worker 7 classification of the Liquor Control Commission and Cannabis Management Corporation hired expressly for weekends shall not be entitled to the benefit of Article 10.11 of the collective agreement.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES

(Hereinafter called the "Union")

AFTER HOURS EMERGENCY CHILD PROTECTION SERVICE

In the event the Employer has closed an employee's office because of adverse weather or road conditions, Social Workers or Social Service Workers scheduled for After Hours Emergency Child Protection Service shall be entitled to callback in accordance with Article 16.02.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

EXTENSION TO ADOPTION AND PARENTAL LEAVE OF ABSENCE WITHOUT PAY

The Union and the Employer agree that employees shall be entitled to an extended consecutive leave of absence without pay for maternity, parental and adoption leave of up to seventy-eight (78) weeks (extended from the current fifty-two (52) weeks of leave). The extension of the leave without pay from fifty-two (52) to seventy-eight (78) weeks shall not result in the employee receiving any additional monetary or other benefits beyond what is available in the Collective Agreement for the current leave of up to fifty-two (52) weeks, including that there shall be no increase in the EI supplement paid pursuant to Article 24.03(c), nor shall the cost sharing of any benefits during the initial fifty-two (52) weeks of leave without pay be extended beyond fifty-two (52) weeks.

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island

LETTER OF UNDERSTANDING #11

BETWEEN

**THE DEPARTMENT OF SOCIAL DEVELOPMENT AND SENIORS
(Hereinafter called the "Employer")**

AND

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

AND

THE PEI PUBLIC SERVICE COMMISSION

RE: Gender Specific Positions

To ensure safety of employees and respect for dignity of clients some positions may require to be designated as gender specific. When this need arises the Employer and the Union agree to follow the process below:

1. The Employer will complete the Gender Specific Positions Considerations Form for all new positions to be designated and posted as gender specific.
2. The HR manager will contact the union to advise of the new gender specific positions and the rationale for the designation. Upon the Union's request, the Employer will meet with the Union to discuss the rationale prior to advertising the position as gender specific.
3. The HR Manager will notify the Union via e-mail when filling already existing designated gender specific positions.
4. The parties agree to evaluate this process if any concerns arise from the Employer's or Union's perspective.

SIGNED this 25th day of April, 2023.

**On behalf of the Department
of Social Development and
Seniors**

**On behalf of the PEI
Public Service Commission**

**On behalf of the PEI Union of
Sector Employees**

LETTER OF COMMITMENT #1

BETWEEN

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

AND

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

ARMOURED CAR SERVICES

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

SIGNED this 25th day of April, 2023.

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

On behalf of the Government
of Prince Edward Island
