COLLECTIVE AGREEMENT

BETWEEN

WHISPERWOOD VILLA

AND

THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES

Expires: July 31, 2028

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between the Employer and the employees as represented by the Union and to set forth certain terms and conditions of employment as hereafter contained in this Agreement.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Local Union as the bargaining agent for all employees who are permanent, probationary, full-time, part-time, casual or otherwise in any of the Licensed Practical Nurse (LPN), Resident Care Worker (RCW), Kitchen (Dietary and Food Services), Housekeeping (Cleaning and Laundry), Activity and Maintenance positions employed at 160 St. Peters Road, Charlottetown, PEI excluding the General Manager, Administrator, Director of Nursing, Resident Care Coordinator, Director of Office Administration, Director of Activity, Associate Directors of Activities**,** Director of Food Service, Director of Environmental Services, Manager of Community Care**,** Registered Nurses (RN's), Office Secretary, Students, Maintenance Manager and such other positions that exercise managerial functions who are employed in the confidential capacity in matters relating to labour relations pursuant to section 7(2) of the *Labour Act*. This Article shall be read subject to Appendix "A".

2.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties. The Parties recognize that from time to time, persons who are not members of the bargaining unit may perform services and/or do work that is outside the bargaining unit for the benefit of the Employer and its residents and/or provide training activities at the Whisperwood Villa. It is understood and agreed that these various services performed and/or work done may continue to occur provided the services performed and/or work done by persons not included in the bargaining unit will not result in a reduction in hours of work and/or layoff to members of the bargaining unit.

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

ARTICLE 3 - DEFINITIONS

3.01 For the purpose of this Agreement,

(a) "Classification" means the title of a position a person holds as listed in Schedule "A".

(b) "Continuous Service" means the most recent period of uninterrupted employment. Continuous service shall only be interrupted if any of the following occur:

(i) layoff

(ii) resignation

(iii) dismissal for just cause without reinstatement

(iv) in the case of a casual employee, upon completion of work. However, in the event that a casual employee, who has completed work, is recalled within thirty (30) days for subsequent work, the employee shall be considered to have continuous service for both periods of employment.

Continuous service includes periods of approved leave of absence with or without pay.

(c) "Day" means a working day unless otherwise stipulated.

(d) “Department Director” means an excluded employee who supervises employees.

(e) "Employee" means any person in the bargaining unit who is employed by the Employer for remuneration.

(f) “Employer” means Whisperwood Villa.

(g) “Party” means the Union or the Employer.

(h) “Pay Period” means a two-week period, as determined by the Employer, for which employees will be paid.

(i) “Permanent Employee” means either a permanent full-time (PFT) employee or a permanent part-time (PPT) employee.

(j) "Permanent full-time employee (PFT)” means a person who works either nine (9) or ten (10) regularly scheduled shifts in a pay period and has completed their probationary period.

(k) “Permanent part-time employee (PPT)” means a person who works less than the fully prescribed hours of work on a recurring and regularly scheduled bases and who has completed the probationary period and who is entitled to all the benefits of this Agreement on a pro rata basis.

(l) “Probationary Employee” means an employee who has not completed their probationary period.

(m) "Promotion" means an appointment of an employee from one classification to another classification with a higher salary level.

(n) "Casual Employee" means a person who has completed their probationary period and who is not a PPT or PFT employee.

(o) “Temporary Employee” means an employee who is employed in accordance with Article 12 to replace a permanent full-time or part-time employee during their absence or for a special purpose.

(p) “Union” means the P.E.I. Union of Public Sector Employees.

(q) “Weekend” means forty eight (48) consecutive hours commencing at 11 p.m. on Friday to Sunday at 11 p.m.

(r) “Complainant” means an employee who makes a complaint of harassment.

(s) “Respondent” means an employee about whom a complaint of harassment is made.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Employer to do all things necessary to manage its operation.

4.02 The Employer acknowledges that its right to manage its operation is subject to the obligations hereinafter contained in this Agreement and such obligations shall be carried out in a reasonable manner.

ARTICLE 5 - EMPLOYEE RIGHTS

5.01 There shall be no discrimination practiced with respect to any employee by reason of race, creed, color, sex, sexual orientation, marital status, political or religious affiliation, ethnic or national origin, family status, age, disability or membership or activity in the Union.

5.02 (1) The Union and the Employer recognize the rights and obligations contained in the *Employment Standards Act*, R.S.P.E.I. 1988, Cap. E-6.2, sections 24-28, with respect to employee’s entitlement to employment free of sexual harassment.

(2) (a) Sexual harassment, pursuant to section 24 of the *Employment Standards Act*, means any conduct, comment, gesture or contact of a sexual nature

(i) that is likely to cause offence or humiliation to any employee; or
(ii) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

(b) General harassment means one or more incidents involving unwelcome and vexatious words or actions that might reasonably demean, intimidate or cause embarrassment to another person and has the effect of interfering with the person’s work environment.

(3) Normal or reasonable exercise of supervisory responsibilities including training, performance appraisals, counseling and progressive discipline does not constitute harassment of any kind, unless there is strong evidence to the contrary.

5.03 The parties to this Agreement recognize that the Employer has adopted a policy with respect to sexual harassment in the workplace and agree that the following process shall operate in addition to the Employer’s policy:

Reporting

(1) Any employee who feels they have been subject to sexual harassment should report it immediately to any of the following: their supervisor, director, General Manager or Administrator of the Whisperwood Villa.

Informal Resolution Process

(2) Prior to any investigation of the matter occurring, or at any other time mutually agreed to, the Employer and the Employee/Complainant, and if desired by the Complainant, a Union Steward, may meet, or agree to conciliation, for the purpose of attempting to resolve the matter without resorting to the Formal Resolution Process. Where no resolution is obtained, the Complainant shall have the right to pursue formal resolution pursuant to this Article.

Formal Resolution Process

(3) The employee/Complainant may also report an incident of Sexual Harassment to the Human Rights Commission.

(4) Where the process in subsection (2) has been exhausted and the matter has not been resolved, the Employer shall conduct an investigation as follows:

(a) The Employer shall promptly (i.e. not later than five (5) days) commence a thorough investigation of the allegations of sexual harassment, which may include conducting interviews and taking written statements from the complainant, the alleged harasser, any witness or any other persons who can add pertinent information to the investigation. All employees are expected to cooperate fully with the investigation. The Employer shall have twenty (20) days from the date the investigation commenced to conclude such investigation.

(b) The Employer may request the assistance of legal counsel or other outside resources in conducting the investigation or where appropriate have the investigation conducted by an outside resource.

Report of Investigation

(5) Within seven (7) days of completion of the investigation, the Investigator shall prepare a written report of findings and review the Report and findings with the appropriate senior management personnel. The appropriate senior manager shall then meet with the Complainant and a Union Steward, if the employee chooses, advising that the investigation has been completed, what conclusions were reached and whether any action has been taken or what action, if any, will be taken.

(6) If the Complainant is dissatisfied with the outcome of the investigation, the Complainant may, within seven (7) days of the meeting in subsection (5), with Union approval, pursue a grievance with respect to the allegation of sexual harassment under Article 27 beginning at Step 2, provided the reporting of the alleged incident of sexual harassment occurred within the time lines set out in Step

1. Grievances under this Article shall be treated in strict confidence by the Union, the employees and the Employer, in accordance with Article 5.05 hereof.

5.04 (1) The Employer, Union and employees agree that where an employee believes an incident of sexual and/or general harassment by a resident of Whisperwood Villa and/or a family member of a resident has occurred, or where an allegation of general harassment in the workplace is made, the Employee shall file an incident report. The Employer agrees that it will investigate the matter raised in the incident report and within twenty (20) days, will meet and report back to the employee and a Union Steward, if the employee chooses, about the stage or outcome of the investigation, and the action taken by the Employer, if any.

(2) All employees are expected to cooperate fully with the investigation. The Employer may request the assistance of legal counsel or other outside resources in conducting the investigation or in assisting with the resolution of the incident

(3) The Employer, the Union and the employees agree that no grievance may be filed as a result of an incident report filed or the Employer's investigation and action taken.

Confidentiality

5.05 The reporting of the complaint of sexual and/or general harassment pursuant to this Article, the content of the report, the parties involved and all subsequent proceedings and information shall not be disclosed to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereof, pursuant to the *Employment Standards Act*, s. 27(2) (d) and (f).

No Conflicting Written or Verbal Agreements

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

ARTICLE 6 - UNION SECURITY

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

6.02 The Union shall inform the Employer in writing of the authorized dues for the implementation of Article 6.01. At least thirty (30) days notice of any change in the authorized dues will be provided.

6.03 Dues shall be deducted as follows depending upon an employee's biweekly gross salary:

(a) $100 but less than $200, one-third (1/3) of the authorized dues, and
(b) $200 or more, the full amount of the authorized dues.

6.04 The amounts deducted in accordance with this Article shall be remitted to the Union by cheque on or before the fifteenth (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 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 The Union shall provide a copy of this Agreement to the members of this bargaining unit.

7.02 The Employer shall provide all employees, upon appointment, with written notification stating their classification (i.e. permanent, full-time or part-time, casual or temporary), commencement date and hourly rate.

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

7.04 The employees shall be provided with an itemized statement of hours paid, gross wages, and deductions on each pay stub.

7.05 The Employer shall provide copies of any policies and procedures issued by the Employer at each work unit in a binder. Employees shall be responsible for ensuring they maintain knowledge of the policies and procedures as posted.

7.06 The Employer shall make available to the Union copies of the pension and insurance plans.

7.07 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and the name of the current Union Steward(s).

7.08 In January and July of each year, the Employer shall provide the Union with a list of employees then employed, their Department, date of hire, pay rate and classification.

7.09 The Union, only with the prior consent of the Employer, and on terms satisfactory to the Employer, may be allowed to access to the Employer’s premises for the purpose of administration of this Collective Agreement.

7.10 An employee shall be entitled to review the employee’s personnel file. The employee shall give the Employer two (2) days notice prior to having access to their file.

ARTICLE 8 - HOURS OF WORK AND SHIFT WORK

8.01 (a) For permanent, probationary and casual employees working twelve (12) hour shifts, the regular daily hours of work in each shift shall be eleven and one quarter (11.25) hours excluding a meal period that shall not be less than thirty (30) minutes and one fifteen (15) minute break.

(b) For permanent, probationary and casual employees working twelve (12) hour shifts during the night the regular hours of work shall be twelve (12) hours excluding a

meal period that shall not be less than thirty (30) minutes and one fifteen (15) minute break.

(c) For permanent, probationary and casual employees working eleven (11) hour shifts, the regular daily hours of work in each shift shall be eleven (11) hours excluding a meal period.

(d) For permanent, probationary and casual employees working nine (9) hour shifts, the regular daily hours of work in each shift shall be nine (9) hours excluding a meal period.

(e) For permanent, probationary and casual employees working eight (8) hour shifts, the regular daily hours of work in each shift shall be eight (8) hours excluding a meal period.

(f) For permanent, probationary and casual employees working seven and one half (7.5) hour shifts, the regular hours of work in each shift shall be seven and one-half (7.5) hours in each day, excluding a meal period.

(g) For permanent, probationary and casual employees working six (6) hour shifts, the regular hours of work in each shift shall be six (6) hours in each day, excluding a meal period.

(h) For permanent, probationary and casual employees working five (5) hour shifts, the regular hours of work in each shift shall be five (5) hours in each day, excluding a meal period.

(i) For permanent, probationary and casual employees working four (4) hour shifts, the regular hours of work in each shift shall be four (4) hours in each day, excluding a meal period.

(j) For permanent, probationary and casual employees working three and one-half (3.5) hour shifts, the regular hours of work in each shift shall be three and one-half (3.5) hours in each day.

(k) Notwithstanding the previous meal break time designations, staff who are scheduled to work between the hours of 2300h and 700h shall be paid for their thirty (30) minute meal break. Payment for the meal break shall be at straight time and shall not entitle the employee to overtime for said shift.

(l) The designated meal period shall be a thirty (30) minutes unpaid break for each shift for the purposes of Article 8.01(a), (b), (c), (d) and (e) subject to operational requirements shall be scheduled as close as is reasonably possible to the middle of the shift or day of six (6), seven point five (7.5), eight (8), nine (9) or eleven (11) hours.

8.02 Each employee shall receive two (2) fifteen (15) minute rest periods with pay or one (1), thirty (30) minute rest period with pay on each of six (6), seven point five (7.5), eight (8), nine (9) or eleven (11) hour work day or shift. Employees working less than six (6) hours shall receive one paid fifteen (15) minute rest period.

8.03 Subject to operational requirements, the Employer shall reasonably facilitate, during scheduled unpaid meal periods, requests to leave the premises.

8.04 Should an employee who is able to leave the work area be recalled to duty during the designated meal or rest period, the break time not taken because of recall to duty shall be taken as paid time off at the end of the shift. If the paid time off cannot be granted at the end of the shift, the employee shall be paid out at straight time.

8.05 Time spent at staff meetings called by the Employer, during an employee's scheduled working hours, which employees are required to attend shall be considered as hours of work for employees attending and shall be paid at straight time.

8.06 Work schedules shall be posted two (2) weeks in advance of the schedule to be worked. The schedule will be for a minimum of three (3) weeks. Before schedules are drawn up, an employee requesting specific days off shall submit an electronic request to their Director.

With the applicable Director's prior consent, two employees may be able to exchange their days off.

8.07 Where operational requirements permit, permanent employees shall have one (1) weekend off in each two (2) week period or at least twenty-six (26) weekends off per year unless otherwise mutually agreed upon.

8.08 Employees shall receive a shift differential payment of $1.50 per hour, for hours worked between the hours of 11:00 p.m. and 7:00 a.m. (both times inclusive). Shift premiums shall be paid bi-weekly for the hours in that pay period for which premiums are payable.

8.09 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 three (3) hours at their rate of pay for the length of the assigned shift, if no work is made available for them.

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

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

8.12 An employee may initiate a request for line sharing under the guidelines outlined in the Memorandum of Agreement re: Line Sharing.

8.13 There shall be no split shifts unless mutually agreed upon between the employer and the employee. All entitlements to overtime will be based upon total hours worked in the workday.

8.14 Working Short – Should the supervisor of a department be unable to fill a scheduled shift for an employee who is unable to work, Whisperwood has the following policy:

a) Every possible effort must be made to fill the shift according to the call back policy first;

b) Any shift not worked for a reasonable excuse is applicable;

c) This policy applies to shifts (and people who work them) of 7.5 hours or more only and only if worked short for the full shift;

d) The employees in a department working short by one (1) or more staff, members shall receive an extra $1.00 per hour if they do the work of a fully staffed shift; and

e) The wages earned for working short shall be paid on a biweekly basis.

ARTICLE 9 – OVERTIME

9.01 All overtime must be authorized by the Employer. The Employer intends to allocate work where possible in a manner that minimizes the occurrence of overtime work.

9.02 (a) An employee who is required to work in excess of their seven and one half (7.5) hour or eight (8) hour or nine (9) hour shift, or in excess of seventy two (72) or seventy five (75) or eighty (80) hours respectively in a biweekly period shall be compensated for overtime. An employee shall be entitled to compensation at the rate of time and one-half (1½) for all overtime hours worked. Employees who work less than a seven and one half (7.5) hour shift shall be entitled to be compensated for overtime if required to work more than seven and one half (7.5) hours or more than seventy-five (75) hours in a bi-weekly pay period.

(b) An employee who is required to work in excess of their eleven (11) hour, twelve (12) hour shift or in excess of eighty-eight (88) hours bi-weekly, depending on their respective shift rotation, will be compensated for overtime at the rate of time and one-half (1 ½).

(c) Notwithstanding Articles 9.02(a) and 9.05, the parties agree that there shall be maintained a voluntary call list of employees who are willing to work hours in excess of their regular daily or in excess of their bi-weekly hours of work, and that in the event the Employer does require additional work to be performed, the Employer may attempt to call in employees to perform such work from the voluntary list. It is understood that employees on the voluntary list shall be paid at straight time for any work performed, provided such work does not result in the employee working more than seventy-two (72) or seventy five (75) or eighty (80) hours respectively in a biweekly period as outlined for their appropriate classification in Article 8.01(a) and (b) For employees on the voluntary list working less than seven and one-half (7.5) hour shifts, they shall be paid at straight time for any work performed which does not result in the employee working more than seventy-five (75) hours in a bi-weekly pay period.

(d) Due to the nature of the Whisperwood Villa's twenty-four hour care to its residents, in the event of a storm or emergency, employees may be required to stay in the Home to ensure the ongoing staffing needs of the Home. Employees who are required to stay and to work more than their required hours of work of seven and one half (7.5) hours or eight (8) hours or nine (9) hours ~~or~~ eleven (11) hours or twelve (12) hours, or for employees working less than seven and one-half (7.5) hours, if they are required to work more than seven and one-half (7.5) hours, all

time worked during the emergency or storm in excess shall be paid at the overtime rate of time and one half (1.5) until the employee is provided with four (4) hours or more off duty. For periods of time which the employee is not required to perform work, the Employer shall make available all the services of the Home to the employee (such as kitchen and sleeping facilities) at no cost to the employee.

9.03 An employee can take the overtime compensation in the form of time off in lieu or pay. Time off in lieu shall be taken at a time mutually convenient to the employee and Employer and in no event shall be carried over past December 31 of any year.

9.04 Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift or work period but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift or work period.

9.05 Employees who are called back to work after leaving the Employer's premises following completion of a shift or work period but before the commencement of their next shift or work period, or, are called back on a day they are not working and who in either case actually reports for work, shall be granted a minimum of three (3) hours pay at straight time rates or at overtime in accordance with Article 9.01, whichever is greater.

9.06 STANDBY

(a) The employer may create a list of employees that agree to work a scheduled standby shift.

(b) Standby is a condition of employment whereby employees are required and so designated by the Employer to maintain themselves to be immediately available for service during a defined period outside of scheduled regular hours of work.

(c) An employee shall receive standby pay of $1.40 per hour for each hour on standby.

(d) An employee designated for standby shall be available during his/her standby period at a known telephone number as designated by the employee and shall report for duty as quickly as possible.

(e) No compensation shall be paid for the total period of standby if the employee does not report for duty when required.

ARTICLE 10 - RATES OF PAY

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

10.02 Employees shall move to the rates of pay specified in Schedule "A" on the effective dates based on the applicable hours of work or years of service completed with the Employer. On successful completion of the probationary period the employee shall move to the start rate. Each employee shall move to the next higher pay step on the completion of hours of work or years of service depending on the appropriate classification. Hours of work shall include paid hours worked and paid hours of leave. Year of service is a period of uninterrupted employment from date of hire to the employee’s anniversary date.

10.03 When a new classification is to be established in Schedule "A" or the duties of an existing classification are substantially changed, the parties to this Agreement shall consult on 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. The rate of pay shall remain in effect until the parties negotiate a new agreement, which may include a retroactive payment for hours already worked at the rate previously assigned by the Employer.

10.04 When an employee chooses to apply for a lower paying job and is selected, the pay rate shall be that of the classification. The hourly pay step shall be calculated based on the applicable completion of hours of work or years of service with the Employer.

10.05 (a) Pay periods shall cover a two (2) week period. Payment for the pay period will be provided by electronic funds transfer. Direct deposit of pay will be made to an account of the employee's choice no later than 12:00 noon on Friday of the following week.

(b) If an employee does not receive the correct amount of pay, then the Employer will issue a cheque to the employee. Wherever possible this cheque issued by the Employer will be issued within twenty-four (24) hours of the error being brought to the Employer's attention. The Employer is not obligated to issue a corrected cheque for an amount less than $20.00.

ARTICLE 11 – PROBATIONARY PERIOD

11.01 All new employees will have a probationary period of five hundred and sixty (560) hours worked in the classification.

11.02 All new employees hired are probationary until the employee successfully completes the probationary period. In order to advance from probationary status a satisfactory performance review must be completed. The Employer will confirm in writing within seven (7) days of completion of the initial five hundred and sixty (560) hour probationary period that either:

(a) the employee has successfully completed the probationary period; or

(b) the employee’s probationary period is extended an additional two hundred and eighty (280) hours; or

(c) the probationary employment of the employee is terminated.

In the event the probationary period is extended by the Employer, the Employer will confirm in writing within seven (7) days of completion of the extended probationary period that the employee has successfully completed the probationary period or that the probationary employment of the employee is terminated.

11.03 Once an employee successfully completes their probationary period, calculation of their period of employment will date from their initial date of hire.

11.04 Should the employer fail to notify the employee of the completion of their probationary status within seven (7) days of the completion of the five hundred and sixty (560) hours, the employee shall be considered confirmed to his/her position.

11.05 A paid orientation period will be provided to new employees for familiarization with the overall operation of Whisperwood Villa and training specific to their new position. The length of the orientation period will depend on the position being filled and will be determined by the Department Director.

ARTICLE 12 - SENIORITY

12.01 Granting Seniority to Probationary Employees

An employee who successfully completes the probationary period for permanent employment on or after November 1, 2007 shall be granted seniority. This seniority shall include:

(a) the probationary period, and

(b) any service as a casual employee from their last date of hire.

12.02 Calculation of Seniority prior to November 1, 2007

Seniority of bargaining unit employees in the bargaining unit as of November 1, 2007 is defined as their length of continuous employment since their last date of hire by Whisperwood Villa.

12.03 Calculation of Seniority on or after November 1, 2007

All employees in the bargaining unit after November 1, 2007 shall accumulate seniority for continuous employment in the bargaining unit at Whisperwood Villa represented by the Union.

12.04 Total Seniority and Seniority List

In order to finalize a seniority list, the Employer, in accordance with Articles 13.02 and 13.03 shall determine each employee's seniority, and post a seniority list. Such list shall be updated each January 31 and posted on the Employer's bulletin board and a copy shall be sent to the Union on the same day the Seniority List is posted on the bulletin board. The Union shall notify the Employer within sixty (60) days of posting the list regarding any errors on the list.

12.05 Use of seniority for the purpose of Job Opportunities and Promotions, Layoff and Recall, and Temporary Positions, shall be as set forth in the applicable articles of this Agreement. Seniority shall operate on a bargaining unit wide basis.

12.06 An employee shall lose seniority only in the following circumstances:

(a) the employee is discharged for just cause and not reinstated;

(b) the employee voluntarily resigns;

(c) the employee is suspended for just cause and not reinstated (no seniority shall accrue for the period of suspension);

(d) the employee is laid off for more than twelve (12) months; or

(e) the employee fails to return to work upon recall unless just cause exists.

12.07 Transfer Out of Bargaining Unit

(a) If an employee voluntarily transfers to a permanent position outside the bargaining unit, he/she shall retain the seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority. If such employee later returns to a vacant position in the bargaining unit, the employee will accumulate seniority from the date of returning to the bargaining unit. This additional seniority shall be added to the employee's previously accumulated seniority.

(b) If a permanent employee accepts a temporary position outside the bargaining unit, the employee shall retain their seniority but shall not continue to accumulate seniority while occupying the temporary position.

ARTICLE 13 - TEMPORARY POSITIONS

13.01 Where a temporary position exists due to the absence of a regular employee or for a special purpose for a period greater than sixty (60) days, the Employer shall post a temporary position pursuant to this Article for a period of seven (7) calendar days.

13.02 In filling the temporary position the applications shall be processed in the following order:

(a) applications from all permanent employees and employees on a recall list within the Department shall be fully processed. The Employer will select the applicant with the most seniority possessing a satisfactory performance review and the qualifications to do the posted position;

(b) applications from casual employees within the classification shall be fully processed. The Employer will select the applicant with the most casual seniority possessing a satisfactory performance review and the qualifications to do the posted position biding no successful candidates were found in the first round of applicants.

(c) if the position is not filled by the process outlined in subsections (a) and (b), the Employer may fill the position from outside Whisperwood Villa.

(d) Employees applying for RCW positions pursuant to this Article who do not have an RCW certificate shall be entitled to apply for such if they are deemed to have the equivalent qualifications from work experience with the Employer;

(e) In the case of job postings within this article specifying "male only" or "female only", such requirement must be based on a genuine occupational qualification.

13.03 (a) Any position occupied by a temporary employee due to the absence of a permanent employee shall be assumed by the permanent employee on return to duty. The permanent employee must provide the Employer, in writing, with a return date with as much notice as possible but, at a minimum, with one (1) weeks notice.

(b) If the position for which the temporary employee was hired becomes vacant or if a new position is created out of the special purpose it shall be posted in accordance with Article 14.

(c) A temporary position shall not be for a period in excess of twelve (12) months except in circumstances approved by the Union, unless the absence is created by the absence of an employee with a statutory or contractual entitlement to return to the same or an equivalent position.

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

13.05 When an employee fills a temporary position outside their classification, the employee shall receive the rate of pay for that classification from the date the temporary position is awarded to the employee pursuant to this Article.

13.06 When an employee fills a temporary position in the same classification, pursuant to this Article, the employee shall receive their regular rate of pay.

13.07 Where an employee works occasionally in more than one classification the employee shall receive the rate of pay applicable to the classification in which they are working.

ARTICLE 14 – JOB OPPORTUNITIES AND PROMOTIONS

14.01 When a permanent vacancy occurs which the Employer intends to fill or a new position is created by the Employer, the Employer shall post the position within fourteen (14) calendar days. Notice of the position posting shall remain on all bulletin boards for a period of not less than ten (10) calendar days prior to the closing date for applications to be received by the Employer, to allow all existing employees the opportunity to apply. If a successful applicant is determined, the Employer shall award the posted position to the successful applicant within sixty (60) calendar days of the date of the posting. If no successful applicant is found from the applications of existing bargaining unit employees, the Employer may fill the position from outside the bargaining unit. The new position should begin at the next posted schedule.

14.02 (a) (i) A job posting shall contain information on the nature of the position being filled, the closing date for applications, the qualifications required, a wage rate and the number of hours of work for the posted position and current details of shifts if shift work is involved. A copy of the posting shall be sent to the Union. The qualifications required shall be those required by the Employer to do the work to be performed by the employee and shall not be established in an arbitrary or discriminatory manner. The posting shall state, “The Employer is an equal opportunity employer”.

(ii) Employees applying for RCW positions pursuant to this Article who do not have an RCW certificate shall be entitled to apply for such, if they are deemed to have the equivalent qualifications.

(b) In the case of job postings specifying “male only” or “female only”, such requirement must be based on a genuine occupational qualification.

14.03 No positions will be filled until applications from bargaining unit employees are fully processed.

14.04 In selecting bargaining unit applicants for all job opportunities and promotions, the selection shall be made on the basis of ability, performance reviews, and qualifications. Where bargaining unit applicants are found to be relatively equal, seniority shall be the determining factor.

14.05 Unsuccessful bargaining unit applicants shall be sent notice prior to the anticipated first full day of duty of the successful applicant. Any unsuccessful bargaining unit applicant who requests an explanation as to why he/she was unsuccessful shall be provided with the same.

14.06 The successful bargaining unit applicant shall be placed on trial in the new position for a period of fifty (50) shifts worked. This trial period may be extended or shortened by written agreement of the Employer and the Union. Conditional on satisfactory service, the employee shall be declared permanent in the position after the period of fifty (50) shifts worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, the employee shall be returned to their former position and salary range without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and salary rate, without loss of seniority.

ARTICLE 15 - LAYOFF AND RECALL

15.01 It is recognized that job security should increase in proportion to length of service. Therefore, in the event of layoff in a particular classification series, the employee in the affected classification series who has the least bargaining unit wide seniority will be given notice of intended layoff.

15.02 If an employee is to be laid off, the Employer must give notice in writing at least fourteen (14) calendar days prior to the effective date of the layoff. If an employee has not had the opportunity to work their scheduled hours of work during the notice period, the employee shall be paid for the days for which work was not made available.

15.03 When employees are laid off, they shall be placed on a recall list for a period of twelve (12) months and shall be recalled in the following order:

(i) In reverse order of layoff within the classification series;

(ii) If no employees are available for recall within the classification series, then provided the most recent performance appraisal was satisfactory and the employee has not since been disciplined, and the employee is qualified, in reverse order of bargaining unit wide seniority;

(iii) If no employees are available for recall from (i) or (ii) above, the Employer may fill the position in accordance with Article 14.

15.04 An employee shall be recalled by registered letter and/or by personal contact from the Employer, and the employee shall have twenty-four (24) hours from receipt of the letter or personal contact to advise the Employer if the Employee will be returning to work. The employee recalled and the Employer shall then determine the effective date of recall, which, in all events, shall be not more than two (2) weeks from the date of acceptance of the recall notice by the employee. Employees are responsible for leaving their current address and telephone contact number with their Supervisor, which contact information shall be relied upon by the Employer in effecting recall.

15.05 An employee who is recalled shall be entitled to retain previous service time with the Employer for the purpose of calculating vacation entitlement after the date of recall and the employee shall be entitled to retain and use, in accordance with the provisions of the Collective Agreement, any unused sick leave credits accumulated at the time of layoff.

15.06 A layoff means a permanent or temporary reduction in the workforce due to position abolishment or reduction in hours of work of a permanent Employee to the status of a casual employee.

15.07 If a laid off employee wishes, they may be placed on the casual list with priority for receipt of unscheduled casual work, which would not affect their placement on a priority recall list for their classification series.

15.08 For the purposes of this Article, a classification series shall mean a grouping of position titles as listed below:

Group 1	**Group 3**	**Group 5**
Resident Care Worker	Housekeeping Worker Laundry Worker	Activities Worker
Group 2	**Group 4**	**Group 6**
Licensed Practical Nurse	Dietary Worker	Maintenance Worker

ARTICLE 16 - CONTRACTING OUT

16.01 The Employer agrees that it shall not contract out work in the classifications of LPN or RCW.

16.02 With respect to other classifications, in the event the Employer determines a need to contract out any part or all of such work, it shall, prior to making a final decision as to same, meet with and discuss with the Union the proposed action, alternative methods to achieve the Employer's stated goals, and ways to offset the impact of the proposed action on the bargaining unit.

ARTICLE 17 – SAFETY & HEALTH

17.01 The Employer shall take every reasonable precaution to ensure the occupational health and safety of its employees under the provisions of the *Occupational Health and Safety Act,* R.S.P.E.I. 1988, Cap 0-1.01.

17.02 When an Employee, group of employees, or the Union, is not satisfied that the provisions of Article 17.01 are being complied with, and the Workplace Occupational Health and Safety Committee has been consulted and has not resolved the health and safety issue, the following process shall apply:

(i) The matter will be referred in writing to the Employer who shall immediately investigate the matter;

(ii) Failing a satisfactory remedy with ten (10) days following such investigation, the matter may be referred to an Occupational Health and Safety officer appointed under the *Occupational Health and Safety Act*, and the provisions of the Act with respect to the processing and resolution of such complaint and not this Agreement shall apply.

17.03 Safety Committees shall be established in accordance with the *Occupational Health and Safety Act.*

ARTICLE 18 - PERFORMANCE REVIEWS

18.01 (a) Each employee will have a scheduled opportunity on an annual basis to meet with their Director to review and evaluate their work performance.

(b) All other employees shall receive an annual performance review within thirty (30) days of their anniversary date of hire or at such other time as may be agreed between the employees of a Department and their Director.

18.02 A copy of the performance review will be given to the employee and the employee shall sign one copy to acknowledge receipt, which will be retained in the employee's confidential personnel file.

ARTICLE 19 - INJURY ON DUTY

19.01 An employee prevented from performing their regular work with the Employer as a result of an occupational accident that is covered by the *Workers' Compensation Act* shall apply to the Workers' Compensation Board for benefits. The employee's Director shall be advised within 24 hours if medically possible of any such accident or injury occurring in the workplace.

19.02 (i) During the period of receiving Workers Compensation temporary earnings loss benefits, the employee will continue to accumulate Employer service for up to one (1) year, for the purposes of determining future benefit entitlements. Employees who are absent for more than two (2) weeks shall not accrue sick or other benefits for the period of their absence beyond two (2) weeks. Employees who are absent shall not accrue statutory holiday benefits.

(ii) Effective August 1, 2020, notwithstanding Article 19.02(i), Permanent Employees who are injured and receiving *Workers Compensation Act* benefits shall continue to receive the Employer group benefits cost shared as outlined in Article 34.02 for the first ninety (90) days.

19.03 An employee who is injured during working hours, and is required to leave for treatment, shall receive payment for the remainder of the shift at their regular rate of pay, with deduction from sick leave for the hours used including scheduled work time used to seek the medical opinion, unless the attending physician states that the employee is fit for further work on that shift.

19.04 If an employee is unable to perform their duties at the time the Workers' Compensation Board ceases temporary earnings loss benefits, the employee will be provided with reasonable accommodation measures pursuant to Article 33. Where no accommodation is available, the employee shall be placed on layoff, pursuant to Article 15.

19.05 Where an employee is laid off pursuant to Article 19.04, the employee shall advise the Employer when the employee is able to be considered for recall pursuant to Article 15 of this Agreement. An employee may be required to provide a medical certificate of fitness to perform the duties of any position for which a notice of recall is given.

ARTICLE 20 – STAFF DEVELOPMENT AND TRAINING

20.01 The Employer encourages and promotes continuing education and the upgrading of qualification which enables the employee to do a better job and qualify for additional responsibilities.

20.02 Examinations for courses taken to improve an employee's qualifications for their position, which are scheduled during the working hours of the employee, shall be treated as regular hours of work and paid by the Employer.

20.03 Employees requiring time off to write an examination shall notify their Director at least ten (10) days in advance by filling out a shift exchange request electronically.

20.04 (a) Where the Employer makes available in-house training courses, and the course occurs during an employee's regularly scheduled hours of work, employees who wish to attend may do so during working hours, with no loss of pay, provided permission of the employee's Director is obtained; or

(b) Where the Employer requires an employee to take an in-house training course provided by the Employer, and the training occurs during an employee's regularly scheduled hours of work, the employee shall be able to attend with no loss of pay.

(c) Where employees are required by the Employer to recertify for a CPR non-violent crisis intervention course that is scheduled outside the normal hours of work, the Employer shall pay the employee for three (3) hours at the employee's regular rate of pay.

ARTICLE 21 - VACATIONS

21.01 Accumulation of Credits – Permanent Employees

Effective the signing date of this Agreement, permanent employees shall be entitled to an annual vacation leave with pay on the following basis:

(a) Employees who have completed less than five (5) years of continuous service as a permanent employee shall earn vacation entitlements of four percent (4%) based on their regular hours worked.

(b) Employees who have completed five (5) years continuous service but less than ten (10) years of continuous service as a permanent employee shall earn vacation entitlements of six percent (6%) based on their regular hours worked.

(c) Employees who have completed ten (10) years continuous service as a permanent employee shall earn vacation entitlements of eight percent (8%) based on their regular hours worked.

(d) The computation of hours of work or paid leave shall not include overtime.

21.02 Employees shall not accumulate vacation time or vacation pay while on a leave of absence without pay including WCB (of two (2) or more weeks), Employment Insurance (EI) and Maternity, Adoption or Parental (MAP) leaves.

21.03 Years of service, for the purpose of determining vacation entitlement for permanent employees, are calculated on an ongoing basis.

21.04 Prior Approval

(a) All vacation leaves must be approved by the Employer prior to the commencement of such leaves by the Employer.

(b) All employees shall submit their request for summer vacation periods (June 15th – September 15th) to their supervisor by April 1st. Vacation dates shall be posted by May 15th each year. Vacation schedules shall be posted by June 1st each year for the summer vacation period and shall not be changed unless mutually agreed by the employee and the Employer.

(c) All employees shall submit their vacation request for the public school March Break period to their supervisor by December 15th. Vacation dates shall be posted by January 15th each year.

(d) All employees shall take turns in requesting and receiving time off at Christmas, New Years and March Break.

21.05 Carryover

(a) There shall be no carryover of unused vacation time, except in exceptional circumstances and upon approval of the Employer. The maximum amount of vacation which can be carried over is one (1) year's entitlement.

(b) If an employee requests and does not receive vacation during the vacation year, that portion of vacation not granted shall automatically carryover to the following year.

(c) If a shift employee has made reasonable efforts to take their annual vacation and did not receive approval to do so, the portion not granted shall be paid out provided the time is in excess of the carryover as outlined in 21.05 (a)

21.06 Vacation for Probationary Employees

Probationary employees shall be entitled to accumulate but not take vacation time until the successful completion of the probationary period.

21.07 Vacation Requests and Seniority

Subject to Article 21.04 in a situation where two (2) or more employees in the same department have requested the same vacation days, the employee with the greatest seniority shall be granted their request except where another practice is agreed to between the Employer and employees of a particular department.

ARTICLE 22 – STATUTORY HOLIDAYS

22.01 Designated Statutory Holidays

The following is the list of designated statutory holidays:

(a)	New Year's Day	Double Time + One Half
(b)	Islander Day	Double Time + One Half
(c)	Good Friday	Double Time + One Half
(d)	Victoria Day	Double Time
(e)	Canada Day	Double Time + One Half
(f)	Labour Day	Double Time + One Half
(g)	Truth & Reconciliation Day	Double Time
(**h**)	Thanksgiving Day	Double Time
(**i**)	Remembrance Day	Double Time + One Half
(**j**)	Christmas Day	Double Time + One Half
(**k**)	Boxing Day	Double Time
(**l**)	Your Birthday	Double Time

Permanent Part-time employees (those working less than 32 hours per week) become eligible for all Whisperwood Villa holidays upon completion of their initial probationary period.

22.02 Employees on a leave of absence without pay including Workers Compensation (WCB), Employment Insurance (EI) and Maternity, Adoption and Parental (MAP) leave shall not accrue holiday pay.

22.03 Holiday Coinciding with Day of Rest

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

(a) the day immediately following the employee's day of rest, or

(b) the day following the employee's annual vacation, or

(c) another mutually acceptable day between the Employer and the employee within three (3) months of the holiday.

22.04 Compensatory Leave Option

In lieu of receiving pay for accrued statutory holiday hours, an employee may request compensatory leave with pay. Compensatory leave shall be taken at a time mutually agreeable to the Employer and the employee.

ARTICLE 23 – SICK/FAMILY CARE LEAVE

23.01 Sick leave is provided to enable permanent employees to be absent during periods of illness or injury without suffering financial loss of their regular wages. An employee found to be abusing sick leave privileges may be subject to disciplinary action.

23.02 a) Leave with pay shall be granted to employees who are sick or to attend appointments with family members as follows:

1) Up to five (5) years of service, two (2) days per year;

2) Five (5) to ten (10) years of service, three (3) days per year;

3) ten (10) to fifteen (15) years of service, four (4) days per year;

4) fifteen (15) to twenty (20) years of service, five (5) days per year;

5) twenty (20) or more years of service, six (6) days per year.

b) Requests for family day leave must be approved at least twenty-four (24) hours in advance of the leave. Some exceptions may be authorized.

23.03 A permanent employee's regular bi-weekly pay shall not be reduced as a result of absence from work due to illness unless the employee has used the sick leave outlined in Article 23.02.

23.04 An employee may be required to produce a certificate from a qualified medical practitioner for sick days utilized in a calendar year in excess of three (3) cumulative sick days. The qualified medical practitioner shall certify that the employee was unable to carry out the employee's duties due to illness.

23.05 In the case of absence due to illness or accident the matter must be reported as soon as possible to the Employer.

23.06 Employees may carry forward up to one year's entitlement of sick leave to the following calendar year.

ARTICLE 24 - SPECIAL LEAVE

24.01 General

(a) In the sole discretion of the Employer, periods of special leave in excess of those allowed in this article may be authorized in exceptional circumstances.

(b) Except for leaves granted pursuant to Article 24.01(a), an employee, upon completing the period of leave authorized under this article, shall return to the same position held prior to the commencement of the leave.

(c) Employees on leave have the option of maintaining their group insurance coverage, provided the employee pays 100% of the cost of such coverage to the Employer prior to first day of each month. In the event payment is not provided to the Employer, coverage shall be terminated.

24.02 Maternity, Adoption Parental (MAP) Leave

The Employer shall grant leaves of absence without pay for reasons of maternity, parental or adoption leave in accordance with the provisions of the *Employment Standards Act* for a total leave period of up to fifty-two (52) weeks for any one birth or adoption event.

24.03 Negotiations

The Employer shall grant leave of absence with pay to employees to attend negotiating meetings on behalf of the Union providing leave is limited to three (3) employees. Where reasonably possible, the Union shall provide two (2) weeks notice to the Employer of the employees who will be absent from work.

24.04 Union Business

Where operationally reasonable, the Employer agrees to provide leave of absence without pay to an employee who is required to attend meetings concerning Union business or in consultations with the Employer. The Employer shall maintain the employee's regular pay and benefits, with the understanding that the Employer may confirm the Union has agreed to reimburse the Employer for the salary and benefit costs of employees granted Union business leave or Employer consultation leave.

24.05 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.

24.06 Jury Duty

The Employer agrees to abide by the provisions of the *Jury Act* for any employee who is served with a Jury Information Return and Summons pursuant to the *Jury Act*, s. 8(7). The Employer will provide paid leave to an employee who is required to serve as a juror for the period of time their attendance is actually required, provided:

(1) The employee provided the Employer with a copy of the Jury Information Return and Summons prior to jury duty commencing;

(2) Any reimbursement received for the service, excluding expenses of mileage and meals, are remitted to the Employer;

(3) Once the employee's service as a juror is no longer required, the employee returns immediately to resume work. It is understood that upon return to work, any employee called in to backfill for the period of jury service may be sent home and paid for their time worked at straight time.

24.07 Bereavement

(a) In the event of the death of an employee's parent (including a natural parent, guardian, foster parent or any other person standing in loco parentis), spouse, son, daughter, brother, sister, grandchild, grandparent, mother-in-law, father-in-law, common-law spouse, or of any relative permanently residing with the employee, an employee upon request shall be granted leave with pay for three (3) consecutive days. Up to two (2) additional days may be authorized for travelling time or, if in the opinion of the Employer, additional bereavement leave is necessary.

(b) In the event of the death of an employee's aunt, uncle, nephew, niece, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee upon request shall be granted leave with pay for two (2) days for the purpose of attending the funeral. Up to one (1) additional day may be authorized for travelling time or, if in the opinion of the Employer, additional bereavement leave is necessary.

(c) 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.

(d) Where administratively possible employees requesting such leave shall submit electronically the appropriate leave request to the Employer for approval of the special leave; otherwise on immediate return to duty.

24.08 The Employer shall grant compassionate care leave up to eight (8) weeks pursuant to the PEI *Employment Standards Act*.

24.09 Mammogram Incentive

For any staff member that has to have a mammogram, Whisperwood Villa will provide 4 hours off with pay. All employees wishing to have the time off to attend the Radiology Department are asked to schedule the time off in advance. Please obtain a Radiology Department slip from your supervisor. The completed slip must be handed in to the accounting office in order to have the paid time off.

24.10 Loyalty Days

One full year to nine years with Whisperwood Villa – One loyalty day per year will be granted on an individual needs assessment.

Ten years or more with Whisperwood Villa – Four loyalty days per year will be granted on an individual needs assessment.

Fifteen years or more with Whisperwood Villa – Six loyalty days per year will be granted on an individual needs assessment.

An employee cannot use more than one Loyalty Day in a pay period unless the employee has provided one week's notice and where mutually agreed.

24.10 Emergency Days

An employee that does not have any sick or vacation time available, or any Loyalty Days, may take one (1) emergency day per year provided that the employee is sick and unavailable to work a scheduled shift. The Employer will pay the employee at the regular rate of pay for the shift and the employee will be required to either (a) work another shift in the next three months without pay or (b) the employee will have a day of sick leave or vacation deducted from his or her entitlements once earned, whichever occurs first.

ARTICLE 25 - DISCIPLINE PROCEDURES

25.01 In order to promote harmonious Labour-Management relations and to ensure the highest quality of service to the residents of Whisperwood Villa, the parties agree that the following procedures will be followed in the discipline of employees.

25.02 Discipline must be timely to bring home the importance of the problem being addressed; however, the parties recognize that a period of investigation may be necessary to ensure the circumstances warrant disciplinary action. When an investigation is deemed necessary by the Employer, it shall be carried out as follows:

(a) an internal Employer investigation will be completed within fifteen (15) days of the date the Employer became aware of an alleged incident. The Employer agrees that if discipline is appropriate, it shall be imposed within five (5) days of the completion of the investigation.

(b) in the event that the Employer determines an alleged incident requires an investigation involving outside agencies, the Employer shall conduct any necessary investigation as quickly as reasonably possible after becoming aware of the incident, and disciplinary action, if any, will be imposed immediately following the completion of the investigation.

25.03 The scale of disciplinary action is as follows:

(a) Oral Reprimand

During the oral reprimand the problem is called clearly to the attention of the employee; the need for the employee to correct the identified problem(s) is emphasized. The employee shall be informed of corrective action to take. These discussions shall be held in private. The result should be agreement by the employee to correct the unacceptable behavior/problem. A specified time interval for the correction to take place will be communicated to the employee.

(b) Written Reprimand

When the oral reprimand has failed, and when it is decided that a written reprimand is necessary, a written reprimand should be issued. The employee should be informed of the reasons for the recorded reprimand when issued. A copy of the written reprimand will be placed on the employee's file.

(c) Suspension

Suspension as a disciplinary action is an enforced temporary absence from duty. Periods of suspensions are always without pay.

(d) Dismissal

When a suspension has not resulted in a correction of the employee's behavior or performance, or in the instance of a single serious incident, dismissal may result.

25.04 Notwithstanding Article 25.03, it is understood that the Employer may impose discipline up to and including dismissal depending on the severity of the Employee's misconduct or violation, and that where appropriate the discipline imposed may not be preceded by less severe forms of discipline.

ARTICLE 26 - DISCIPLINE

26.01 No employee shall be disciplined except for just cause.

26.02 Where an employee is disciplined by suspension, demotion, or dismissal, the Employer shall, upon the date of such disciplinary action, provide the employee with written reasons for such disciplinary action and a copy of such notice shall be sent to the Union.

26.03 Upon request of an employee, the Employer shall provide the employee with the opportunity to read any documents, other than recruitment documents, on the employee's personnel file. Upon the employee's request, the employee shall be provided with an exact copy of any such document, other than recruitment documents.

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

26.05 Where it is determined that an employee has been unjustly terminated the Arbitration Board may reinstate the employee without loss of pay and or benefits. Nothing in this Agreement limits an arbitrator's powers to resolve a disciplinary grievance.

26.06 Upon request, the parties shall provide pre-hearing disclosure of evidence to be presented in cases of discipline.

ARTICLE 27 – GRIEVANCES AND ARBITRATION PROCEDURE

27.01 Policy

The parties recognize the desirability of providing of an orderly system of resolving any complaints or disputes in order to provide a harmonious and cooperative relationship between the Employer and its employees. The termination of employment of a probationary employee during the probationary period following an evaluation shall be subject to the total discretion of the Employer and such termination shall not constitute discipline under Article 26 of this Agreement.

27.02 "Grievance" means a written complaint by an employee or group of employees

(a) arising out of a difference of opinion as to the application, interpretation, administration, or alleged violation of this Agreement, or

(b) including any question as to whether a matter in this Agreement is arbitrable.

27.03 Designated Representative

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

27.04 Steward

The Union shall, each year, provide the Employer with the name(s) of the member(s) who have been appointed and will serve as steward(s) authorized to deal with the issues that may arise in the course of regular activities.

27.05 Union Concurrence

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

27.06 Complaint/Grievance Settlement Process

Step 1

The parties to the Agreement recognize many complaints can be settled through informal discussion. For this reason, it is understood that if an employee has a complaint the employee shall discuss it with the employee's Department Director, or in their absence, the Administrator, as soon as possible and in any case no complaint shall be made unless made within twenty-one (21) days from the date upon which the complaint occurred, unless an extension of time has been mutually agreed upon. The Department Director, after having consulted with the Administrator, or in the Director's absence, the Administrator, shall respond in writing to the complaint within seven (7) days of the discussion.

Step 2

Within seven (7) days of the response to the complaint in Step 1, the aggrieved employee may submit a written grievance, if the complaint has not been resolved to the satisfaction of the employee and the Union. The employee and the Union Steward shall meet with the Administrator to discuss the grievance. Within seven (7) days of such meeting the Administrator shall render a written decision on the grievance.

Step 3

Failing satisfactory settlement of the grievance being reached in Step 2, the Union may within ten (10) days of receipt of the decision referred to in Step 2, refer the grievance to Arbitration.

27.07 Union Representation

In any case where an employee presents a complaint in person at Step 1, or in any case where a meeting is held on a complaint or grievance at any level, the employee may be accompanied by a Union Steward or a representative of the Union.

27.08 Time Limits

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

27.09 Communications

(a) When it is necessary to use the postal service to process a grievance, all correspondence between the designated representative and the employee shall be by registered mail.

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

27.10 Employer/Union Grievance

Where either party to this Agreement disputes the interpretation, application, administration, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, the matter shall be discussed initially with the other party within fourteen (14) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to Arbitration.

27.11 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, faxed or hand delivered, indicating the name of its nominee on the arbitration board. Within fourteen (14) days thereafter, the other party shall answer by registered mail, fax or hand delivery, indicating the name and address of its nominee to the arbitration board.

27.12 Failure to Appoint

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

27.13 Arbitration Procedure

The Board shall determine the arbitration procedures but shall give full opportunity to all parties to present evidence and make representations. The Board shall avoid legalistic or formal procedures as much as possible. Unless otherwise arranged by the chair the hearing shall commence within ten (10) days of the Board's appointment and a decision will be rendered within ten (10) days of completion of the hearings.

27.14 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall not be incompatible with the provisions of this Agreement, and shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.

27.15 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair to reconvene the Board, whether in person or by way of written communication, to clarify the decision, which the Chair shall do within five (5) days or as otherwise scheduled by the Chair.

27.16 Expenses of the Arbitrator

Each party shall pay:

(a) the fees and expenses of the arbitrator it appoints;

(b) one-half (½) of the fees and expenses of the Chair;

(c) one-half (½) of the expenses, if any, of accommodation required for the hearing.

27.17 Saturdays, Sundays and Statutory Holidays shall not be included in any time limits of this Article 27.

27.18 Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. All provisions of this Article shall apply, with the necessary amendments going to the appointment of a single arbitrator.

ARTICLE 28 - CORRESPONDENCE

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

TO THE EMPLOYER: General Manager
Whisperwood Villa
160 St. Peters Road

Charlottetown PE C1A 5P8

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

ARTICLE 29 - CONTINUANCE OF OPERATIONS

29.01 There shall be no strike by employees during the life of this Agreement.

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

ARTICLE 30 - AGREEMENT REOPENER

30.01 During the term of the Agreement, if either party wishes to amend the 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. It is understood that during the term of the Agreement, the Agreement can only be amended by mutual consent and no grievance or arbitration can result from a failure to agree to amend.

ARTICLE 31 – SAVINGS CLAUSE

31.01 Where during the term of this Agreement a statutory provision renders an article of this Agreement null and void, the parties shall be governed by the statute until a replacement article is negotiated.

ARTICLE 32 – UNION-MANAGEMENT COMMITTEE

32.01 Establishment of Committee

A Union Management Committee shall be established consisting of two (2) employee representatives and two (2) Employer representatives. The Committee shall enjoy the full support of both parties in the interests of improved service delivery to the residents and enhanced job satisfaction for employees.

32.02 Function of Committee

The Committee shall concern itself with the following general matters:

(1) Improving service delivery to the residents of Whisperwood Villa.

(2) Considering constructive criticisms of the workplace so that better relations can exist between the Employer and the employees.

(3) Increasing operating efficiency.

(4) Reviewing suggestions from employees and discussing matters relating to improving working conditions (but not matters pursued through the grievance process).

32.03 Authority of Committee

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

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

32.04 Meetings of Committee

The Committee shall meet once a month, during the employee's regularly scheduled hours of work at a mutually agreeable time and place, or as otherwise agreed. Committee members shall receive a notice and agenda of the meetings at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. Employees shall be paid at their regular rate of pay for their time in attendance.

32.05 Chairperson of the Meeting

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

32.06 Minutes of Meeting

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

ARTICLE 33 – DISABLED EMPLOYEE ACCOMMODATION

33.01 The Employer acknowledges its duty to accommodate employees with disabilities in the manner and to the extent required by the Prince Edward Island *Human Rights Act.*

33.02 The Union acknowledges its duty to cooperate and assist the Employer in developing accommodation options for an employee.

33.03 The disabled employee has a duty to cooperate and assist the Employer in developing an accommodation.

33.04 (a) In accommodating a disabled employee pursuant to the *Human Rights Act*, consideration will be first given to whether the duties, methods or work

environment of the disabled employee can be reasonably modified so that the Employee can perform substantially all of the duties of their current position, without causing undue hardship on the part of the Employer; or

(b) Where no reasonable accommodation of the employee in their current position is available, consideration will be given to whether there is an existing vacant position for which the employee is capable and qualified, and in the event such a position exists, the Employer and the Union shall cooperate in offering the position to the employee at the rate of pay applicable to the position, for the purpose of fulfilling the Employer's duty to accommodate a disabled employee.

ARTICLE 34 – GROUP BENEFIT PLAN

34.01 A group benefit plan (medical, dental and group life insurance) is provided to eligible employees on the terms set out in the plans. Detailed information on the group benefit plan is available upon request from the Employer's Administration Office. Each employee upon enrollment in the group benefit plan shall receive a copy of the booklet outlining benefit coverage and eligibility. The Employer agrees to consult with the Union prior to making any changes to the group benefit plan.

34.02 Health plan is available after three (3) months of service for all employees working twenty (20) plus hours per week. If a staff member decides against joining the health plan after three (3) months because they have coverage elsewhere, (for example; spouse) they must take the life insurance policy to be eligible to join in the future. No late applications will be accepted.

- Plan is cost shared on a 50/50 basis
- Cost is deducted every two weeks from pay cheques
- Booklets are available from business office

ARTICLE 35 – GROUP RETIREMENT SAVINGS PLAN

35.01 A Group Retirement Savings Plan (RSP) shall be made available to all employees after one (1) year of service. Each employee's plan will be set up and administered by London Life. All funds contributed to this RRSP will be in the employee's name. Whisperwood Villa shall match all employee contributions at a rate of 4% of total contribution for the first four years and then at a rate of 4.5% of total contribution for every additional year that the employee chooses contributes.

35.02 A copy of the RRSP booklet shall be provided to each employee upon enrollment. The Employer agrees to consult with the Union prior to making any changes to the pension plan.

ARTICLE 36 – PROTECTIVE CLOTHING

36.01 All employees who have been employed for one year and work a minimum of forty (40) hours bi-weekly are eligible for the workplace clothing allowance of one hundred and twenty-five dollars ($125) per year.

ARTICLE 37 - TERM OF AGREEMENT

37.01 This Agreement shall be in effect upon date of signing to July 31, 2028 and shall be automatically renewed from year to year thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party at least sixty (60) calendar days prior to the expiration of the Agreement that it desires to amend its provisions.

37.02 Where notice pursuant to Article 37.01 is given, the provisions of this Agreement shall continue in force until a new Agreement is signed.

ARTICLE 38 – CASUAL EMPLOYEE BENEFITS

38.01 Only the provisions listed below shall apply to casual employees:

Article 1	**Purpose –** all
Article 2	**Recognition –** all
Article 3	**Definitions –** all
Article 4	**Management Rights –** all
Article 5	**Employee Rights –** all
Article 6	**Union Security –** all
Article 7	**Information –** all
Article 8	**Hours of Work and Shift Work –** 8.01, 8.02, 8.05, 8.08, 8.09, 8.11, 8.12, 8.13 only
Article 9	**Overtime –** all
Article 10	**Rates of Pay –** 10.01, 10.02, 10.04, 10.05, 10.06
Article 11	**Probationary Period –** all
Article 12	**Temporary Positions –** all
Article 13	**Seniority –** only as follows:

C 13.01 (a) Calculation of Casual Seniority prior to November 1, 2007

Seniority of bargaining unit employees in the bargaining unit as of November 1, 2007 is defined as their length of continuous employment since their last date of hire by Whisperwood Villa.

(b) Calculation of Casual Seniority on or after November 1, 2007

All employees in the bargaining unit after November 1, 2007 shall accumulate seniority for continuous employment in the bargaining

unit at Whisperwood Villa represented by the Union.

C 13.02 The Employer shall determine each casual employee's seniority hours and post a seniority list with each casual employee's seniority hours. Such list shall be updated each January 31 and posted on the Employer's bulletin board and a copy shall be sent to the Union on the same day the Seniority List is posted on the bulletin board. The Union will notify the Employer within sixty (60) days of posting the list regarding any errors to the list.

C 13.03 Seniority shall be used in determining preference or priority for job opportunities, layoff and temporary positions between casual employees in the same classification series within the bargaining unit.

C 13.04 An employee shall lose seniority only in the following circumstances:

(a) the employee is discharged for just cause and not reinstated;

(b) the employee voluntarily resigns;

(c) the employee is suspended for just cause and not reinstated, (no seniority shall accrue for the period of suspension);

(d) the employee is laid off for more than twelve (12) months; or

(e) the employee fails to return to work upon recall from lay off

unless just cause exists.

(f) the employee fails to accept or work a single shift over a six (6) week period without prior notice of absence to the Employer.

Article 14 **Job Opportunities and Promotions**
Applies in its entirety, except that seniority for casual employees in Article 14.04 is applied in accordance with Article 41.01 (C 13.03)

Article 15 **Layoff and Recall**
15.01 – Applies
15.02 – Seniority for the purposes of Article 15.01 shall be applied in accordance with Article 38.01 (C 13)

Article 17 **Safety and Health –** all

Article 18 **Performance Reviews –** all

Article 19 **Injury on Duty**

19.01 – Applies
19.02 – Applies only if the casual employee is an eligible participant in the Group Retirement Savings Plan and/or Group Benefit plans

Article 21 **Vacations** - 21.01(e), 21.02, 21.03, 21.04 only and the following:
C 21.01 Casual employees shall receive 8.84% of their regular wages on each pay cheques, in lieu of vacation pay and statutory holiday pay.

C 21.02 Casual employees may choose to receive such pay once annually in the first pay of August by notifying the Employer prior to May 15 of any year.

Article 23 **Sick Leave** – 23.04, 23.05 only

Article 24 **Special Leave –** 24.07 applies only if the casual employee is scheduled to work the day of the funeral or wake.

Article 25 **Discipline Procedures** – all

Article 26 **Discipline –** all

Article 27 **Grievance and Arbitration Procedure –** all

Article 32 **Union-Management Committee –** all

Article 33 **Disabled Employee Accommodation –** all

Article 35 **Group Retirement Savings Plan –** 35.01, 35.03, 35.04, 35.05 only

Article 36 **Protective Clothing –** all

Article 37 **Term of Agreement -** all

IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper officers in that behalf.

Dated at Charlottetown, in Queens County, Province of Prince Edward Island, this _____ day of **October, 2023.**

Whisperwood Villa

_____
Jason Lee, Operator

PEI Union of Public Sector Employees

_____
Karen Jackson, President

_____
Kevin Gotell, Secrertary Treasurer

APPENDIX "A"

In accordance with Article 2.01, the parties mutually agree that the ordinary duties of the excluded Director positions outlined in Article 2.01 include duties, in the normal course of the carrying out work that would otherwise be recognized as bargaining unit work.

Notwithstanding the aforementioned it is understood and agreed that the Directors can undertake to perform duties of employees in the bargaining unit provided the duties performed by Directors do not result in a reduction in regular hours of work or layoff of members of the bargaining unit.

SCHEDULE "A"

RATES OF PAY

		Day of Signing	August 1, 2025	August 1, 2026	August 1, 2027
LPN	**Start**	**$31.00**	**$34.00**	**$34.68**	**$35.37**
	1950	**32.00**	**36.00**	**36.72**	**37.45**
	3900	**34.00**	**38.00**	**38.76**	**39.54**

RCW – Course					
	Start	**20.82**	**24.00**	**24.48**	**24.97**
	1-5 yrs	**22.07**	**25.25**	**25.76**	**26.27**
	6-10 yrs	**23.32**	**26.50**	**27.03**	**27.57**
	11 yrs	**24.82**	**28.00**	**28.56**	**29.13**

RCW – Without Course (Geriatric Worker)					
	Start	**18.82**	**22.00**	**22.44**	**22.89**
	1-5 yrs	**20.07**	**23.25**	**23.72**	**24.19**
	6-10 yrs	**21.32**	**24.50**	**24.99**	**25.49**
	11 yrs	**22.82**	**26.00**	**26.52**	**27.05**

Geriatric Worker Community Care					
	Start	**17.31**	**20.00**	**20.40**	**20.81**
	1-5 yrs	**17.81**	**20.50**	**20.91**	**21.33**
	6-10 yrs	**18.67**	**21.00**	**21.42**	**21.85**
	11 yrs	**19.53**	**22.00**	**22.44**	**22.89**

Dietary					
	Start	**17.82**	**21.00**	**21.42**	**21.85**
	1-5 yrs.	**19.07**	**22.25**	**22.70**	**23.15**
	6-10 yrs	**20.32**	**23.50**	**23.97**	**24.45**
	11 yrs	**21.82**	**25.00**	**25.50**	**26.01**

Housekeeping					
	Start	**17.82**	**21.00**	**21.42**	**21.85**
	1-5 yrs.	**19.07**	**22.25**	**22.70**	**23.15**
	6-10 yrs	**20.32**	**23.50**	**23.97**	**24.45**
	11 yrs	**21.82**	**25.00**	**25.50**	**26.01**

Laundry					
	Start	**17.82**	**21.00**	**21.42**	**21.85**
	1-5 yrs.	**19.07**	**22.25**	**22.70**	**23.15**
	6-10 yrs	**20.32**	**23.50**	**23.97**	**24.45**
	11 yrs	**21.82**	**25.00**	**25.50**	**26.01**

Maintenance					
	Start	**19.00**	**22.00**	**22.44**	**22.89**
	1950	**21.00**	**24.00**	**24.48**	**24.97**
	3900	**23.00**	**26.00**	**26.52**	**27.05**

Activities					
T = With RCW cert.					
	Start	**17.82**	**21.00**	**21.42**	**21.85**
	Start T	**18.82**	**22.00**	**22.44**	**22.89**
	1-5 yrs	**19.07**	**22.25**	**22.70**	**23.15**
	1-5 yrs T	**20.07**	**23.25**	**23.72**	**24.19**
	6-10 yrs	**20.32**	**23.50**	**23.97**	**24.45**
	6-10 yrs T	**21.32**	**24.50**	**24.99**	**25.49**
	11 yrs	**21.82**	**25.00**	**25.50**	**26.01**
	11 yrs T	**22.82**	**26.00**	**26.52**	**27.05**

A.1 The scheduled rate increases take effect on the next full pay after the date indicated.

MEMORANDUM OF AGREEMENT

BETWEEN

WHISPERWOOD VILLA (the "Employer")

AND

THE PEI UNION OF PUBLIC SECTOR EMPLOYEES (the "Union")

RE: LINE SHARING

WHEREAS the parties have agreed to enter into a Memorandum with respect to the terms upon which line sharing arrangements may be entered into;

AND WHEREAS the parties agree as follows:

The conditions for line sharing are as follows:

1. Line sharing shall be used to allow full-time permanent employees the opportunity to temporarily reduce their hours of work for personal reasons.

2. Employees entering a line sharing arrangement shall be required to sign the Line Sharing Agreement. All approved Line Sharing Agreements shall be copied to the Union.

3. It is recognized that it is the Employer's sole right to approve employees for line sharing. The Union shall be advised in writing of any requests which have been denied. The Employer's decision to approve or deny a request for line sharing is not grievable pursuant to the parties' Collective Agreement. Employees' requests will not be unreasonably withheld.

4. Any of the parties to the agreement (Employer, Union or employees) may at any time give one (1) month's notice of a desire to terminate the arrangement. In the event that employees in a line sharing agreement change positions or terminate employment, this agreement shall be cancelled and the remaining employee shall revert to her original hours of work.

5. A single line sharing arrangement shall involve only two (2) employees both of whom must be in permanent positions in the same classification.

6. Line sharing shall be approved for periods of up to twenty-four months. Each line sharing agreement shall be reviewed and evaluated at the end of the approved period and may be extended provided that such extension does not prevent other full-time employees wishing to enter into a line sharing arrangement from doing so. However, no line sharing agreement shall extend beyond twenty-four (24) months without the mutual agreement of the Employer and the Union.

7. Full-time employees who enter into line sharing arrangements as an alternative to permanent part-time employment will be encouraged to apply for part-time positions as they become available.

8. It shall be the responsibility of an employee who wishes to reduce hours of work to secure a partner who wishes to increase hours of work and whose work schedule and qualifications are compatible. The partner must be from the same department, or must be familiar with the department of the permanent full time employee. In the event that more than one (1) employee is willing to increase hours, selection of the partner shall be on the basis of seniority.

9. (a) A full-time permanent employee who reduces his/her hours shall be considered, for purposes of group insurance benefits, to be temporarily occupying a part-time position and the levels of his/her group insurance coverage will not be reduced. Seniority, vacation leave, sick leave and statutory holiday leave entitlements will be based on the employee's regularly scheduled hours of work.

(b) If the full-time permanent employee has been contributing to the Group Registered Pension plan he/she shall continue to be covered by that G.R.P.P. and make prorated pension contributions during the period of reduced hours.

(c) The part-time permanent employee shall not increase their hours beyond 90% of a 10/10 position nor shall the full-time permanent employee reduce below 60% of a 10/10 position.

10. In the event that an application to line share does not conform to the conditions contained in this schedule, such application shall not be approved without the agreement of the Union.

Dated this _____ day of October, 2024.

_____ _____

Whisperwood Villa PEI Union of Public Sector Employees

LINE SHARING AGREEMENT

EMPLOYEES' REQUEST

I, _____, a _____
Employee #1 Name *Classification*

on _____ at _____
Work Unit *Department*

have requested permission to temporarily reduce my hours of work from _____ hours biweekly to _____ hours biweekly for the period of ___ months commencing _____ . During the period that my hours are reduced, I understand that I will be considered a permanent full-time employee temporarily filling a part-time position. I have read the Memorandum of Understanding re: Line Sharing and I have been briefed on the effects this request will have. During the temporary period that I will work reduced hours,

_____ will increase his/her hours from _____ hours
Employee #2 Name

biweekly to _____ hours biweekly.

_____ _____
Employee #1 Signature Date

I, _____ have read the above and agree to the terms
Employee #2 Name

as detailed. I understand that I will remain a permanent part-time employee and that I will not be permitted to increase my hours to such an extent that it results in a change to full-time status.

_____ _____
Employee #2 Signature Date

APPROVAL

I recommend this request for approval.

_____ _____
Director Date

I approve this request.

_____ _____
Administrator Date

cc: PEI UPSE
Personnel File

LETTER OF UNDERSTANDING # 1

BETWEEN

WHISPERWOOD VILLA
(Hereinafter called the "Employer")

AND

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

VACATION

Any of the eight (8) existing employees of Whisperwood Villa that received more vacation time in lieu of raises will retain those number of weeks.

Signed this _____ day of October, 2024.

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

On behalf of Whisperwood Villa