

S. A. 7577

COLLECTIVE AGREEMENT

BETWEEN:

**THE WEST PRINCE REGIONAL AUTHORITY;
THE EAST PRINCE REGIONAL AUTHORITY;
THE QUEENS REGIONAL AUTHORITY;
THE SOUTHERN KINGS REGIONAL AUTHORITY; and
THE EASTERN KINGS REGIONAL AUTHORITY.**

AND:

**The Canadian Union of Public Employees and
(Locals 805, 1051, 1778, and 1779)**

*now
L-7777*

*codified
JAN 25/99*

APRIL 1, 1998 - MARCH 31, 2001

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ARTICLE 1 - PREAMBLE

It is the purpose of both parties to this Agreement:

- 1.1 To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- 1.2 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service.
- 1.3 To encourage efficiency in operation.
- 1.4 To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 1.5 It is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - APPLICATION OF AGREEMENT

- 2.1 This Agreement applies to and is binding upon the Employer and its delegates and agents, and the Canadian Union of Public Employees Locals 805, 1051, 1778 and 1779.

ARTICLE 3 - DEFINITIONS

- 3.1 "Bargaining Unit" means the employees covered by the certification orders of the Canadian Union of Public Employees Locals 805, 1051, 1778 and 1779.
- 3.2 "Casual Employee" means one who is employed occasionally or intermittently on a non-scheduled basis.
- 3.3 "Classification" means the position an employee holds, as listed in Appendix "A" of this Agreement.
- 3.4
 - (a) "Department" means a branch of health care services organized on a regional basis.
 - (b) "Work Site" means a particular facility within the region.
 - (c) "Work Unit" means a division of services within a particular facility.

- 3.5 "Employee" means any person in the bargaining unit who is employed by the Employer for remuneration.
- 3.6 "Employer" means a Regional Authority established pursuant to section 16 of the *Health and Community Services Act* (the West Prince Regional Authority; The East Prince Regional Authority; the Queens Regional Authority; the Southern Kings Regional Authority; and the Eastern Kings Regional Authority).
- 3.7 "Permanent Employee" is an employee who has been in the employ of the Employer in the Bargaining Unit covered by this Agreement and who is working the regularly scheduled hours of work established as per Article 22 and has completed the probationary period.
- 3.8 "Permanent Part-Time Employee" is a person who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis and who has completed the probationary period, and is entitled to all the benefits of this Agreement on a pro rata basis.
- 3.9 "Probationary Employee" means a person as defined in Article 3.7 and 3.8 who has not completed the probationary period.
- 3.10 "Promotion" means an appointment by an Employer of an employee from one classification to another classification for which the employee gains greater satisfaction.
- 3.11 "Seniority" is the length of service, except as defined in Article 19.3, from the last date of hire for a permanent employee and pro rated for a permanent part-time employee.
- 3.12 "Shift" means the normal consecutive working hours scheduled for each employee which occur in any 24 hour period. In each 24 hour period there will normally be three shifts; day, evening, and night. The first shift of each day shall be the night shift. Any shift commencing between 5 a.m. and 11 a.m. shall be the day shift.
- 3.13 "Shift Schedule" means a written statement setting forth the days and hours upon which employees are required to work.
- 3.14 "Temporary Employee" means a person who is employed to work for a specified period of time to fill a position which is vacant, due to the absence of a permanent employee through illness, accident, vacation, approved leave of absence or as otherwise mutually agreed between the Union and the Employer. Any position occupied by a temporary employee shall be assumed by the holder of the permanent position on his return to duty. If the position for which the temporary employee was hired becomes vacant, it shall be posted in accordance with Article 20 of the Agreement. Vacancies of this nature shall be posted immediately upon it becoming known that the incumbent to the position will not be returning to the position. The temporary employee shall have all rights and privileges of the Collective Agreement except seniority (except as provided in Article 56.2) Should the

temporary employee be employed to fill the position on a permanent basis for which he was originally hired, then his seniority shall be credited to the original date of hiring into the temporary position, as long as his employment has been on a continuous basis during the time period under consideration. Temporary employees will be chosen in accordance with Article 56 - Temporary Replacements.

- 3.15 "Week-end" shall mean Saturday and Sunday.
- 3.16 "Shall" is imperative and "May" is permissive.
- 3.17 Words importing male persons include female persons and vice versa.
- 3.18 Words in the singular include the plural and words in the plural include words in the singular.

ARTICLE 4 - PROBATIONARY PERIOD

- 4.1 Probationary period shall be the period of four hundred eighty-seven and one half (487.5) hours worked from date of hiring in a permanent or permanent part-time position. Upon completion of the probationary period, seniority shall be effective from the original date of hire in the permanent or permanent part-time position.
- 4.2 The probationary period may be extended beyond the four hundred and eighty-seven and one-half (487.5) hour limit. Written notice will be given to the employee prior to the expiry date of this extension of the probationary period. Such extension shall not exceed one hundred and sixty-two and one-half (162.5) hours worked, and shall not be renewable.
- 4.3 During their probationary period, employees shall benefit from all of the provisions of this Collective Agreement, except in respect to discharge.

ARTICLE 5 - PAYMENTS AND BENEFITS OF PART-TIME AND CASUAL EMPLOYEES

- 5.1 Permanent and part-time employees shall be paid at the wage and salary rates designated in Schedule "A" for their classifications.
- 5.2 If a vacancy exists, then a permanent part-time employee who has completed her probationary period may apply for a position on the permanent staff, and shall be given preference in accordance with Articles 19 and 20. If the permanent position is within the same classification and department, no further trial period shall be required.

- 5.3 Permanent part-time employees shall be entitled to an increment increase in salary step upon completion of each 1950 hours of work provided he has not reached the maximum rate of pay for that classification.
- 5.4 Permanent part-time employees shall accumulate vacation and holiday benefits for periods of six (6) months before they may take advantage of the benefits accrued. Accumulated sick leave shall be used as required.
- 5.5 A casual employee shall be paid at an hourly rate which is twelve percent (12%) greater than the first step in the classification for which he is employed. This calculation allows for pay in lieu of statutory holidays and vacation.

ARTICLE 6 - RECOGNITION

- 6.1 The Employer recognizes the Canadian Union of Public Employees and its Locals 805, 1051, 1778 and 1779 as the sole and exclusive Collective Bargaining Agent for all of its employees covered by the Certification Orders and hereby agrees to negotiate with the Union, or any of its authorized Committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 6.2 No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer Representative which may conflict with the terms of this Collective Agreement.
- 6.3 Work of the Bargaining Unit.
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.

ARTICLE 7 - RESPONSIBILITY FOR CONTINUANCE OF OPERATIONS

- 7.1 The Union agrees that during the life of this Agreement there shall be no strikes, suspension or slowdown of work, picketing or any other interference with the Employer's business and to this end the Union will take affirmative action to prevent any employee covered by this Agreement from going on strike or suspending or slowing down her work or picketing, or otherwise interfering with the Employer's business.
- 7.2 The Employer agrees that there shall be no lockout of employees during the life of this Agreement.
- 7.3 (a) The Union agrees to co-operate with the Employer in securing punctual and regular attendance at work, and to do all in its power to eliminate tardiness and absenteeism.

- (b) Except where permission has been obtained from the Chief Executive Officer or his designate or otherwise provided for in this Collective Agreement, the Union agrees that no form of Union activity shall take place during the hours of work of the employee concerned.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.1 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 9 - NO DISCRIMINATION

- 9.1 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his membership or activity in the Union, or any other reason.

ARTICLE 10 - UNION SECURITY AND CHECK-OFF OF DUES

- 10.1 The Employer agrees to deduct union dues on a bi-weekly basis as directed by the Union from all employees covered by this Agreement and such deductions constitute a condition of employment.
- 10.2 The sums deducted pursuant to Article 10.1 shall be remitted to the Treasurer of the Union prior to the 15th of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of the Treasurer and the amount of dues from time to time as changes occur. The Employer shall, within sixty (60) days of the signing of this Agreement, provide the Union with a list of those employees from whom deductions have been made. The monthly payment of deductions made shall be accompanied either by a full list of employees affected or a list giving additions and deletions. A full list shall be provided to the Union at least every six (6) months.
- 10.3 The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.
- 10.4 The Employer shall include the amount of Union dues paid by each Union member in the

previous year on Income Tax (T-4) slips.

- 10.5 The Employer shall forward to the Union by the 31st of January of each year a list of all employees' names and addresses.

ARTICLE 11 - PRECEDENCE OF LEGISLATION

- 11.1 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement renders null and void, any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement. Either party may request the negotiation of a new provision by giving written notice to the other party within sixty (60) days of the law being proclaimed. Should such negotiations fail to achieve agreement, the parties hereby agree to binding arbitration.

ARTICLE 12 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 12.1 As soon as reasonably possible after the signing of the contract, the Employer shall provide the bargaining unit with sufficient copies of the Collective Agreement for circulation to the membership. The distribution of the copies of this Agreement shall be carried out by the Union.
- 12.2 The cost of printing this Agreement in numbers sufficient for distribution to each party shall be borne equally by the Employer and the Unions. The Union shall not receive less than one thousand (1,000) copies.
- 12.3 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 10.0, dealing with Union security and dues check-off.
- 12.4 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Steward or Representative. The Steward or Representative will provide them with a copy of the Collective Agreement.

ARTICLE 13 - CORRESPONDENCE

- 13.1 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer or Delegate of the Employer and the Secretary of the Local Union except in the case of Grievance Procedure.

ARTICLE 14 - EMPLOYER-EMPLOYEE CONSULTATION COMMITTEE

14.1 Establishment of Committee

A Committee shall be established consisting of a minimum two (2) and a maximum of four (4) representatives from the Union. The Employer shall be equally represented on this Committee. This Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

14.2 Function of Committee

The committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- (b) Improving and extending services to the public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from employees, questions of working conditions and services (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.

14.3 Meetings of Committee

The Committee shall meet at least quarterly, or at the call of the Chairperson.

14.4 Chairperson of the Meeting

An Employer and a Union Representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

14.5 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Bargaining Unit, their Representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

14.6 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 14.7 The Employer shall allow the members of the Committee to attend the Annual Prince Edward Island Labour Management Relations Conference. The Union Committee members shall suffer no loss of wages or benefits while attending this conference.

ARTICLE 15 - EMPLOYER-EMPLOYEE BARGAINING COMMITTEE

- 15.1 **C.U.P.E. Provincial Council of Regional Health Employees Unions - Bargaining Committee**
The Council's Provincial Bargaining Committee shall be appointed by the Unions and consist of not more than eight (8) members. The C.U.P.E. Council of Unions will advise the Employer's Bargaining Committee of the Unions' nominees to the Committee.
- 15.2 **Time Off for Meetings**
Any representative of the C.U.P.E. Council's Provincial Bargaining Committee, who is in the employ of the Employer, shall have the right to attend all bargaining meetings with the Employer held within working hours without loss of remuneration or benefits.
- 15.3 **Education**
The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, and lectures to be held on the Employer's premises, if space is available during the employee's lunch period or following the regular work day.
- 15.4 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer will supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 15.5 **Function of Bargaining Committee**
All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 15.6 **Representative of Canadian Union**
The Union shall have the right, at any time, to have the assistance of representatives of the

Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have escorted access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

15.7 Meetings of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given.

15.8 Technical Information

The Employer shall make available to the Union, on request, information required by the Union; such as: job description, positions in the bargaining unit, job classification and wage rates.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 For the purposes of this Agreement "grievance" shall be defined as any dispute arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or any case where the Employer or employees has allegedly acted in an unjust or unfair manner.

16.2 Both parties recognize the benefit of dealing with such disputes as quickly as possible and shall make an earnest effort to settle such disputes promptly and fairly in the following manner:

The Employer shall designate a representative at each of the levels of the grievance procedure, and the Employer shall advise the Union of the same.

STEP 1 - Within five (5) working days of the known grievance, the aggrieved employee, with a representative, shall meet with the designated representative at Step I in an attempt to resolve the dispute.

STEP 2 - Failing satisfactory settlement of the grievance in Step 1, the grievance shall be referred in writing to the designated representative at Step II who shall hold a meeting, within five (5) working days of receipt of the grievance. Within five (5) working days of this meeting, the designated representative at Step II shall render his decision.

STEP 3 - Failing satisfactory settlement of the grievance in Step 2, the grievance may within ten (10) working days of the receipt of the decision referred to in Step 2, refer the matter to:

- (a) Mediation Arbitration with the process as outlined in the memorandum of settlement in Appendix E .

- (b) to arbitration as outlined in Article 17.
- 16.3 The Employer shall not hinder or restrict the grievor or the representative in any manner which shall impede their investigation or processing of a grievance. No member of the Union shall abuse such rights.
- 16.4 The Union or the employer may institute a grievance and shall commence such procedure at Step 2.
- 16.5 Replies to grievances, stating reasons, shall be in writing at all stages.
- 16.6 The Employer shall provide the necessary facilities for all grievance meetings.
- 16.7 If either party fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.
- 16.8 No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 17 - ARBITRATION

- 17.1 **Composition of Board of Arbitration**
When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then meet to select an impartial Chairperson.
- 17.2 **Who May be an Arbitrator**
No person shall be selected as a member of an arbitration board who
 - (a) is acting, or has within a period of six (6) months preceding the day of his appointment acted in the capacity of a solicitor, legal advisor, counsel, or paid agent of either of the parties;
 - or**
 - (b) has any pecuniary interest in the matters referred to the board.

17.3 **Failure to Appoint**

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

17.4 **Board Procedure**

The Board shall determine its own procedures, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) working days from the time the Chairperson is appointed.

17.5 **Decision of the Board**

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

17.6 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do at the convenience of the Chairperson.

17.7 **Expenses of the Board**

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half of the fees and expenses of the Chairperson.

17.8 **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Article are not mandatory but merely discretionary.

17.9 **Witnesses**

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. The

Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievance, arbitration, or any other matter, excepting accident matters, that could be detrimental to employees or to the Union. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

- 17.10 Upon mutual agreement of the parties, a single arbitrator may be used in lieu of an arbitration board. All the provisions of Article 17 shall apply.

ARTICLE 18 - DISCIPLINE

18.1 Dismissal

An employee who has completed her probationary period may be dismissed, but only for just cause. When an employee is dismissed she shall be given the reasons in the presence of her Union steward, representative or designate. Such employee and the Union shall be advised by the Chief Executive Officer or designate in writing within seven (7) working days of the reason for the dismissal.

18.2 Suspension

An employee who is suspended shall be given the reasons in the presence of her Union steward, representative or designate. Such employee and the Union shall be advised by the Employer in writing within seven (7) working days of the reason for the suspension.

18.3 Unjust Suspension or Dismissal

When an employee has been unjustly suspended or dismissed, he shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such dismissal or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board. Any monies earned by an employee during a period of suspension or dismissal shall not be deducted from any award made under this Article.

18.4 Written Reprimand

Whenever the Employer deems it necessary to censure an employee with a written reprimand, the Employer shall, within ten (10) working days thereafter, give written particulars to the employee with a copy to the Secretary of the Union. If this procedure is not followed, such expression of dissatisfaction shall not become part of his work record or used against him at any time. The employee's reply to such reprimand shall become part of the record.

- 18.5 The disciplinary record of an employee shall not be used against him at any time after twelve (12) months following a serving of a suspension or disciplinary action.

18.6 **May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 16, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

18.7 Absence from work for more than three (3) consecutive working days without the consent of the Chief Executive Officer or designate shall be grounds for dismissal. Under exceptional circumstances the employee will be relieved of the obligation to receive consent from the Chief Executive Officer or designate.

18.8 When an employee is requested to meet with the supervisor on a matter that will probably lead to discipline of that employee, the supervisor will inform the employee of the right to have a Union representative present.

ARTICLE 19 - SENIORITY

19.1 The Employer shall maintain an up-to-date seniority list showing the last date of hire in a permanent or permanent part-time position. Updated seniority lists shall be sent to the Union and posted on all bulletin boards before January 31st of each year.

19.2 **Seniority of the Permanent Part-Time Employee**

Seniority of the permanent part-time employee shall be calculated on a pro rated basis from the date of hiring.

19.3 **Loss of Seniority**

Seniority rights shall be retained and accumulated when an employee is absent from work because of sickness, accident, or paid leave of absence and when on maternity leave, adoption leave, parental leave or birth leave. An employee shall lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns.
- (c) He is suspended for just cause, in which event the loss of seniority shall be for the period of suspension.
- (d) He is laid off for a period longer than eighteen (18) consecutive months.
- (e) Having been laid off he fails to return to work within two (2) weeks of recall.
- (f) Should an employee expend his sick leave credits, due to a lengthy illness, he shall retain his seniority rights, for purposes of recall, for a period of twelve (12) consecutive months following the expiration date of his sick leave credits. The Employer shall be permitted to fill a vacancy, in the usual manner, as a result of a vacancy created by an employee being out on long term illness and where the employee has expended his sick leave credits.

19.4 **Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the Bargaining Unit without his consent.

(a) **Temporary Transfers**

- (i) If an employee is temporarily transferred to a position outside of the Bargaining Unit, seniority shall be retained up to the date of departure from the Bargaining Unit. The employee shall not accumulate seniority for hours worked outside the Bargaining Unit.
- (ii) Upon completion of the temporary position and return to the Bargaining Unit, the employee shall be placed in the position previously vacated. If that position no longer exists, then the employee shall be placed in a position consistent with her seniority and qualifications.

(b) **Permanent Transfers**

- (i) If an employee is permanently transferred outside the Bargaining Unit, seniority shall be retained for a period of six (6) months, after which seniority shall be forfeited. The employee shall not accumulate seniority for hours worked outside the Bargaining Unit.
- (ii) In the event the employee does not complete the trial or probation period, and is returning to their former position within the Bargaining Unit, the employee shall be placed in the position previously vacated. If that position no longer exists, then the employee shall be placed in a position consistent with her seniority and qualifications. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate.

19.5 When an employee has been granted leave of absence with pay, the seniority of such employee shall be retained and accumulated and any benefits measured by length of service shall accumulate during such paid leave of absence.

ARTICLE 20 - PROMOTIONS AND STAFF CHANGES

20.1 **Job Postings**

When any vacancy occurs or a new position is created within or outside the bargaining unit, the Employer shall post notice of the position on bulletin boards for a minimum of seven (7) days. Copies of all postings shall be forwarded to the Secretary of the Union upon posting.

20.2 **Information of Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, hours per week, shift and salary rate or range. Such qualifications shall not be established in an

arbitrary or discriminatory manner.

All job postings shall state "This position is open to male and female applicants".

It is the intent of the parties that casual employees will be given preference over outside applicants.

20.3 **No Outside Advertising**

No outside advertising for any vacancy shall be placed until the applications of present employees have been fully processed.

20.4 Within seven (7) working days of the date of appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin board for a minimum of seven (7) working days.

20.5 **Role of Seniority in Promotions and Transfers**

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service;

therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. The required qualifications must be relevant to the position. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

- 20.6
- (a) Where a vacancy exists for a permanent or permanent part-time position within the scope of the IUOE bargaining unit and where there are no applications from qualified employees within that bargaining unit, then preference shall be given to qualified permanent or permanent part-time employees from the CUPE unions over applications from outside the Employer.
 - (b) Where a conflict exists between 20.6(a) and the IUOE Collective Agreement, the latter shall prevail.

20.7 **Trial Period**

The successful applicant shall be placed on trial in the new position for a period of three hundred and twenty-five and one-half (325.5) hours 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 after the period of three hundred and twenty-five and one-half (325.5) hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to his former position, wage or salary rate, without loss of seniority.

20.8 If a position becomes available, a permanent part-time employee who wishes to work

full-time will be given preference over a new applicant where the permanent part-time employee has the qualifications and ability to perform the duties of the position.

20.9 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications prior to filling a vacancy. Such employee will be given a trial period of up to three (3) months to qualify and to revert to his former position if the required qualifications are not met within such time.

20.10 Pay During Up-Grading

When an employee is required or requested to up-grade himself through an Employer approved training course and such request comes from the Employer, such employee will suffer no loss of remuneration or benefits while on such training course.

ARTICLE 21 - LAY-OFFS AND RECALL

21.1 Layoff shall mean:

the termination of employment of an employee; or a reduction in the employee's regular hours of work, due to:

- (a) a lack of work; or
- (b) a reduction or a discontinuation of a service or services.

21.2 Employees shall be laid off in the reverse order of their bargaining unit wide seniority, provided the employees retained are qualified to do the work. Employees shall be recalled to work in order of their seniority, provided they are qualified to do the work.

21.3 The Employer shall notify employees to be laid off forty-five (45) calendar days before the layoff is to be effective. If any employee laid off has not had the opportunity to work forty-five (45) calendar days after notice of layoff, payment shall be made in lieu of work for that part of the forty-five (45) calendar days during which work was not made available.

21.4 An employee laid off in one classification will be given the opportunity of displacing (bumping) an employee with less seniority in the same or lower paid classification provided the senior employee is qualified to do the work.

21.5 When an employee bumps into a position with the lower maximum rate of pay, the employee shall continue to receive pay at his rate of pay in effect at the time until such time as the maximum rate of pay for his new position exceeds his rate of pay in effect at the time of the bumping.

21.6 (a) Recall rights shall exist for a period of eighteen (18) consecutive months and shall lapse if the layoff lasts more than eighteen (18) consecutive months. Notwithstanding Article 19.3 (e), should an employee on layoff be recalled for a

period of time less than thirty (30) calendar days, the employee shall not be required to return to work. If the employee does return to work, the hours worked shall be counted towards his seniority.

- (b) Employees who are recalled for temporary periods of work shall not require a notice of layoff when the recall is for a specific period and the layoff date is predetermined and announced at the time of the recall.

Employees who are recalled for temporary periods of work and are subsequently laid off shall have his/her recall rights renewed for a period of eighteen (18) consecutive months.

- 21.7 Employees who are on layoff, under notice of layoff, or who have bumped into a lower paid classification, shall be appointed to a vacant position in their own or former classification, provided the hours of work are equivalent to their former employment guarantee. Notwithstanding Article 20, this vacant position shall not be posted.
- 21.8 Employees who are on the recall list are entitled to apply for any job vacancies arising out of job postings.
- 21.9 No new employees shall be hired until all laid off employees have been given the opportunity to return to work.
- 21.10 Employees on the recall list are entitled to apply for any job vacancies arising out of job postings.
- 21.11 Employees on the recall list are entitled to the benefits of Articles 40.1 and 40.2 of the Collective Agreement.

ARTICLE 22 - HOURS OF WORK

- 22.1 The regular daily hours of work in each shift shall be seven and one-half (7 1/2) excluding the meal period. The regular weekly hours of work shall be thirty-seven and one-half (37 1/2) hours averaged over two (2) consecutive bi-weekly pay periods. The designated meal period shall not be less than thirty (30) minutes each shift.
- 22.2 Each employee shall receive two (2) consecutive days off in each week unless otherwise mutually agreed.
- 22.3 Employees shall receive every second weekend off, unless otherwise mutually agreed between the Employer and the Union.
- 22.4 Shift schedules shall be posted in the appropriate work unit at least two (2) weeks in advance. The employee concerned shall be notified at least twenty-four (24) hours in advance of any changes made in the schedule. If the employee does not receive at least twenty-four (24) hours notice in advance, the employee shall be compensated for all hours worked she would normally have had off, at the overtime rate. If a change in the schedule

results in the employee working the day(s) she had scheduled off, the employee may have her day(s) off rescheduled at an alternate date. There shall be no pyramiding of overtime as a result of the application of this Article.

- 22.5 Rotations from one shift to another shall be divided equally among the available employees during the term of this Agreement. Such rotations will not apply to employees hired for permanent evening or night shifts or to those who by mutual agreement between the Employer and the employee, are assigned to work evening or night shifts. Employees will not be required to rotate to more than two (2) shifts in any given week. During the term of this Agreement, the parties to this Agreement will encourage where possible, on a work unit basis, a reduction in the rotating shifts from three (3) to two (2) shifts, i.e., days/evenings and days/nights.
- 22.6 No employee shall be required to work more than seven (7) consecutive shifts without days off.
- 22.7 There shall be at least sixteen (16) hours between shifts unless otherwise agreed to by mutual consent.
- 22.8 Each employee may state his 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.
- 22.9 An employee shall not be required to work a double shift without his consent except in those situations provided for in Article 42.1. All hours worked on the second shift shall be at the overtime rate.
- 22.10 Employees may exchange their days off with the consent of the immediate supervisor.
- 22.11 There shall be no split shifts unless mutually agreed between the employee and the Employer.
- 22.12 Each employee shall receive two (2) - ten (10) minute rest periods on each shift.
- 22.13 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.
- 22.14 Attendance at educational workshops, training courses, professional meetings, for a period of not less than six (6) hours shall be considered a full working day, or a complete shift.
- 22.15 Notwithstanding the hours of work as outlined in this Article, alternate schedules for a particular work unit may be adopted by mutual consent between the Employer and the Union, provided the total hours of work are not changed and provided the mutual agreement must be revisited upon the expiry of this Collective Agreement and the parties must provide their consent to have the alternate arrangement(s) continued.

- 22.16 Effective April 1st, 1996 employees will receive a shift differential payment for the evening and night shifts of .60 cents per hour. (See Article 3.12).
- 22.17 Provisions outlined for twelve hour shifts are outlined in Appendix "B".
- 22.18 (a) Notwithstanding Article 6.2, permanent part-time employees who request additional work shall be given preference over casuals provided they have given their supervisor written notice and operational requirements permit. Such additional work shall be distributed as equitably as possible among available part-time employees either on a work unit or departmental basis, depending on operational needs and local practices.
- (b) This Article shall not apply to those shifts which the Employer is unable to schedule at least **twenty four (24)** hours in advance. Permanent part-time employees who are scheduled less than forty-eight (48) hours in advance are not entitled to use their sick leave credits for those shifts.
- (c) Upon a written request (or upon first notification) for a leave of absence from an employee, the Employer shall date the receipt of the request/notification, and if it is necessary to fill the shift, the Employer shall proceed to fill the shift without delay.

ARTICLE 23 - OVERTIME

- 23.1 **Overtime Defined**
All time worked before or after the normal work day and the normal work week, or on a holiday, shall be considered overtime.
- 23.2 Hours worked in excess of 7 1/2 hours per day or 37 1/2 hours averaged over a four (4) week period shall be considered overtime. The four (4) week period shall be defined as the current pay period and the pay period immediately preceding. Time worked on holidays, vacation or scheduled days off shall also constitute overtime to be compensated at overtime rate. Overtime shall not be granted unless it is authorized by the Employer or someone authorized to act on his behalf. Overtime shall be compensated for at the applicable overtime rate. Employees shall not be required to lay off during regular hours to equalize overtime worked. However, an employee may choose to receive time off, at the applicable overtime rate, at a time mutually agreed upon.
- 23.3 Unless specified otherwise, compensation for overtime shall be calculated on the basis of one and one half (1.5) times the employee's regular hourly rate.
- 23.4 Compensation for overtime worked shall not be claimed or received for a period of extra duty of less than fifteen (15) minutes at the end of a shift sufficient to provide a reasonable overlap between shifts. Where overtime in excess of such a period is worked, the compensation for overtime shall be calculated from the beginning of such period.

- 23.5 Overtime beyond the limits of 23.4 above shall be calculated to the nearest half-hour.
- 23.6 **Call-Back**
- (a) Call-back is a condition of employment whereby an employee, after he has completed his work period and has left his place of work and prior to reporting for his next regular scheduled work period, is called back to work and returns to work prior to his next regular scheduled work period for a period of non-contiguous overtime.
 - (b) Any employee who is called in and required to work outside his regular hours, whether before or after his regular working hours, shall be paid for a minimum of two (2) hours at the applicable overtime rate, whether or not work is performed, provided however, the employee called reports for work in person. Call-back pay must be authorized by the immediate supervisor or his authorized delegate.
 - (c) If an employee is called back to work, the Employer shall reimburse the employee for actual transportation costs (taxi) or the P.E.I. Government rate for mileage (kilometre) rate for the distance traveled both to and from the place of work.
- 23.7 Overtime shall be rotated among the qualified employees of the affected department. It is mutually agreed that any employee refusing an overtime opportunity shall have that refusal recorded as an offer.
- 23.8 An employee who is required to remain "on-call" or "stand-by", on completion of their regular hours of work or while on regularly scheduled days off, shall be paid a premium of \$6.85 for each eight (8) hours they are required to "stand-by" or remain "on-call." For other than eight (8) hour shifts, payment shall be on a pro rated basis. All "stand-by" duties shall be authorized and scheduled by the Employer and no compensation shall be granted for the period of "stand-by" if the employee does not report for work when required.

ARTICLE 24 - VACATIONS

- 24.1 The Employer shall maintain the presently established vacation year, and shall post the vacation policy (in accordance with the provisions of this Article) on the bulletin board(s) for the information of the employees.
- 24.2 Effective the commencement of the first full pay period following signing of the collective agreement, permanent employees shall accumulate annual vacation with pay in accordance with the years of continuous employment as follows:
- (a) less than one (1) year of service - one and one-quarter (1 1/4) days for each month of service;

- (b) one (1) year of service to completion of the sixth year of service - one and one-quarter (1 1/4) working days for each month of service (fifteen working days per year);
 - (c) after six (6) years of service to completion of seventeen (17) years of service - one and two-thirds (1 2/3) working days for each month of service (twenty working days per year);
 - (d) after seventeen (17) years of service - two and one-twelfth (2 1/12) working days for each month of service (twenty-five working days per year).
 - (e) after twenty-seven (27) years of service - two and one-half (2 1/2) days for each month of service (thirty working days per year).
- 24.3 When a holiday falls within an employee's vacation period, that day shall constitute a holiday and not a day of vacation leave. Should a holiday be declared during an employee's vacation period, he must return on the regular date. A compensating day will be allowed at a mutually suitable date.
- 24.4 An employee whose employment is terminated for any reason shall be paid with his final pay an amount equivalent to any vacation which may have accrued to his benefit in accordance with Article 24.2 above.
- 24.5 Vacation shall not be cumulative from year to year; however, vacation may be carried forward to the following year. An employee who wishes to carry his entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiry of the vacation year in which the employee ordinarily would take the vacation sought to be carried forward.
- 24.6 Employees proceeding on vacation may make application for any cheque(s) which would fall due on pay days occurring during that vacation and receive the same in advance. Such application must be received by the Payroll office one whole pay period prior to the pay period immediately preceding the date of commencement of vacation.
- 24.7 Employees shall be given their choice of vacation periods according to their bargaining unit wide seniority applied within their work unit.
- 24.8 Vacation schedules shall be posted by May 1st each year and shall not be changed unless mutually agreed to by the employees and the Employer. It is understood that the above schedule applies for the months of June, July, August and September. Vacation requests outside of this period shall be made by the employee giving reasonable notice and such vacation requests shall not be unreasonably withheld.
- 24.9 An employee hospitalized or confined to bed on doctor's orders during his vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate and provided the illness is reported to the Employer at the time it occurs. He shall have his vacation days rescheduled at a later date.

- 24.10 Every effort will be made to grant vacation in one continuous period. Nevertheless, each employee shall receive a minimum of three (3) weeks continuous vacation, if he has at least such amount accrued to his credit; unless otherwise mutually agreed between the Employer and the employee.
- 24.11 (a) An employee, upon his separation from his Employer, shall compensate the Employer for vacation leave which was taken but not earned at the time.
- (b) An employee's estate will not be required to compensate for unearned vacation leave in case of separation due to death of the employee; or in the case of permanent employees, following involuntary separation due to lay-off or permanent disability.
- 24.12 **Eligibility**
The following graduated schedule of vacation eligibility will apply:
- (a) Employees with less than six months continuous service earn but do not receive vacation.
- (b) In determining vacation, fractional days will be computed to the nearest full day (one-half or over one-half day equals one day, less than one-half day equals nil days).

ARTICLE 25 - HOLIDAYS

- 25.1 All employees shall receive one day paid leave for each of the following holidays each year:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Floating Holiday
Labour Day	

and all other days proclaimed by the Provincial or Federal Governments.

The floating holiday shall be granted each individual employee within the Bargaining Unit on a day mutually agreed to by both the employee and the Employer between February 1st and November 30th each year.

New employees have to attain three (3) months of employment before becoming eligible for the floating holiday. Should the new employee not attain the three (3) months service before the November 30th date, he shall be eligible to take that earned floating holiday after February 1st of the following year.

- 25.2 (a) An employee scheduled to work, and works, on a holiday other than Christmas Day shall receive pay at the overtime rate and have the holiday rescheduled.

Christmas Day and works, the employee shall be compensated at double the regular hourly rate and have the holiday rescheduled.

- 25.3 If a holiday falls on an employee's scheduled day off, he shall be given an alternate date within sixty (60) days. Except in the case of an emergency, the alternate day off shall be given immediately preceding or following the employees regular days off, unless otherwise mutually agreed. If the alternate day off is not given within sixty (60) days, payment shall be made at the overtime rate.
- 25.4 Each employee shall be granted as a holiday either Christmas Day or New Year's Day off, unless otherwise mutually agreed. Each employee shall have five (5) consecutive days off. The make up of these five (5) days is as follows: Regular two (2) days off, Christmas Day, Boxing Day and New Year's Day. This period of five (5) days off shall include either Christmas Day or New Year's Day and shall not commence, nor conclude, on Christmas Day or New Year's day. In order that all employees shall enjoy equity in choice of period off, employees shall be given choice of period off on an alternating basis, from year to year. Where this practice is not possible, a mutually agreeable alternative shall be worked out between the employee and the immediate supervisor.
- 25.5 If an employee is requested to work on a holiday when he was not scheduled to work and works, he shall receive pay for that day at two times the regular hourly rate and he shall have his holiday rescheduled.
- 25.6 Schedules should be drawn up so as to, as evenly as possible, provide employees with equal number of Statutory holidays worked, as scheduled off.
- 25.7 An employee scheduled to be on-call on a holiday shall be reimbursed as per Article 23.6, Call-Back, and shall have the holiday rescheduled.

ARTICLE 26 - SICK LEAVE

- 26.1 (a) Each regular permanent employee shall accumulate sick leave credits at the rate of one and one half (1.5) working days per month for each calendar month of continuous employment up to a maximum of two hundred and fifteen (215) working days.
- Permanent part-time employees shall receive sick leave credits on a proportionate basis to time worked.
- (b) Employees with the maximum accumulation of sick leave credits shall continue to earn credits during the current fiscal year at the regular accumulation rate. Such credits may be used for any illness or injury occurring in the current fiscal year. Any surplus over the maximum accumulation shall be eliminated at the end of each fiscal year.

- 26.2 For the purpose of computing sick leave accumulation, all leave with pay including days on which the employee is absent from work while receiving Worker's Compensation benefits, shall be counted as working shifts.
- 26.3 If any case of absence due to sickness or accident, the matter must be reported as soon as possible to the Supervisor or Department Head.
- 26.4 When a holiday under Article 25 occurs while an employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that day.
- 26.5 For any reported illness in excess of three (3) consecutive working shifts, the employee may be required to submit proof of illness. If proof of illness is not submitted when requested, the time absent from work will be deducted from the employee's salary. In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.
- 26.6 Time off with pay shall be granted to permanent employees for minor medical or surgical procedures or routine dental appointments, not to exceed two (2) hours, provided forty-eight (48) hours notice is given to the Employer. This will be waived by the Employer if an emergency exists. Notwithstanding the foregoing, employees will be expected wherever possible to schedule these procedures and appointments outside working hours.
- 26.7 Where an illness is considered by the Employer to be caused due to the use of alcohol or other drugs and where the employee concerned voluntarily selects or is directed to undertake a full treatment and rehabilitation program, the employee will be granted sick leave with pay in accordance with the Agreement.
- 26.8 An employee who is injured or becomes ill during working hours and is unable to continue work, shall receive pay for the remainder of the shift or work day at his regular rate of pay without deduction from sick leave, provided that a doctor states that the employee is unfit to work on that day. The employee shall be permitted to see a doctor, during working hours, to determine the seriousness of the illness.
- 26.9 Each employee shall be allowed one sick day or necessary portion thereof, to travel to another area for a medical appointment for himself or a member of his immediate family residing in the same household. Proof of this visit - a medical certificate - shall be provided upon request. This is to be granted as the need arises, and not to exceed three (3) per year. These three (3) sick days can be used at one time or individually.
- 26.10 Abuse of sick leave may result in the employee being suspended or discharged.
- 26.11 Deductions from sick leave shall be made at the rate determined by the type of shift the employee is absent from. For example, eleven and one quarter (11.25) hours will be deducted when absent from a twelve (12) hour shift that was scheduled, or seven and one-half (7.5) hours will be deducted from an eight (8) hour shift that was scheduled.

- 26.12 Sick leave is provided to enable employees to be absent from work during periods of illness or injury with full pay and benefits.

ARTICLE 27 - LEAVE OF ABSENCE

- 27.1 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted upon request to any employee(s) elected or appointed to represent the Union at Union conventions; and the Union shall reimburse the Employer for receipt of such pay. The forty-eight (48) hour written notice shall be waived in extenuating circumstances.
- 27.2 (a) Union members selected by their Union to represent their Local Union at the Local Level or at the Bargaining Unit Level, during negotiations, conciliation or arbitration cases, or while processing grievances or arbitration, shall be granted leave of absence with pay and without loss of seniority providing the proceedings are held on the employee's scheduled shift.
- (b) Leave of absence with pay and without loss of seniority shall be granted by the Employer to an employee selected by the Bargaining Unit to be a member of the Pension or Benefit Insurance Committee providing the meetings are held on the employee's scheduled shift.
- 27.3 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed at the local level to represent the Union at Labour Schools or Seminars and the Union shall reimburse the Employer for receipt of such pay. The forty-eight (48) hour written notice shall be waived in extenuating circumstances.
- 27.4 Provided the Employer receives forty-eight (48) hours written notice, leave of absence with pay and without loss of seniority shall be granted upon request to any employee(s) elected or appointed to attend Executive or Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies, and the Union shall reimburse the Employer for receipt of such pay. The forty-eight (48) hour written notice shall be waived in extenuating circumstances.
- 27.5 The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absences without pay but without loss of seniority so that employees may be candidates in a Federal, Provincial, or Municipal election.
- 27.6 Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay or loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year, on request, during his term of office.

- 27.7 When an employee wishes to return to his job, he shall give the Employer an advance notice of at least fifteen (15) days. He shall be reinstated in employment on termination of his term of office, in such occupation and position and under conditions not less favourable to him than those that would have been applicable to him had he remained in the employment of the Employer and his length of such term of office shall be included in computing the length of his continuous service with the Employer.
- 27.8 Authorized leave of absence with pay or without pay for reasons other than those stated above may be granted after application to the Department Head and approved by the Chief Executive Officer. Such leaves will not be unreasonably withheld.
- 27.9 Each individual employee will not be required to secure his own replacement for such leaves.
- 27.10 The Employer shall grant a leave of absence without loss of pay or benefits or seniority, to an employee who serves as a juror in any court; or, who is subpoenaed as a witness in any court. This leave shall not be granted if the court action is in conjunction with the employee's personal matters. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury services or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.
- 27.11 Where no one other than the employee can provide for the medical needs of an immediate member of her family during illness, the employee shall be granted one day's leave without loss of regular pay and benefits upon the employee's verification of illness; however, where leave in excess of one (1) consecutive day is required, a medical certificate signed by a physician is required. Paid leave under this Article shall be limited to 37.5 hours per illness to a maximum of 75.0 hours per calendar year.

For the purpose of this Article, immediate family shall be:

- (a) the employee's child and spouse who permanently reside with the employee; or
- (b) the employee's parent.

For the purpose of this article, a day shall mean 11.25 hours for those employees who work 12 hour shifts.

- 27.12 The Employer shall grant leave of absence without pay to an employee for the adoption of a child for a period not to exceed four (4) consecutive months. Such leave shall be granted to only one parent of a family, where both parents are employed by the Employer.

ARTICLE 28 - EDUCATIONAL LEAVE, IN-SERVICE EDUCATION

- 28.1 The Employer recognizes the desirability of encouraging education and may grant leave of absence for such purposes as recommended by the Department Head and approved by the Chief Executive Officer.
- 28.2 Employees authorized by the Employer to attend professional or technical Provincial meetings and workshops shall be granted leave of absence with pay.

ARTICLE 29 - MATERNITY LEAVE

- 29.1 The Employer retains the right to require an employee to commence maternity leave if the state of her health becomes incompatible with the requirements of her job.
- 29.2 Upon request, the Employer shall grant to the pregnant employee a leave of absence to a maximum of twenty (20) weeks before, during or after confinement. Such leave of absence is without pay, but without loss of acquired benefits.
- 29.3 An employee shall not work and the Department Head or Supervisor shall not cause or permit her to work for at least seven (7) weeks after the date of delivery or for a shorter period, that, in the opinion of a legally qualified medical practitioner is sufficient.
- 29.4 Where an employee reports to work on the expiration of the period referred to in Article 29.3, and having provided two weeks notice before returning to work, she shall be reinstated in a staff position at the same level, previous to her leave.
- 29.5 Sick leave will not be granted for pregnancy. Leave for such conditions shall be considered maternity leave and shall be leave without pay. Sick leave shall be granted for allied conditions requiring hospitalization or confinement and where such confinement is supported by a certificate signed by a qualified medical practitioner. The Employer reserves the right to have a doctor examine the employee.
- 29.6 Prior to proceeding on maternity leave, sick leave will be granted to an employee while hospitalized for complications associated with her pregnancy excluding normal delivery and for that period she is confined to bed on doctor's orders immediately following hospitalization.
- 29.7 Not later than the 20th week of her pregnancy, the employee shall inform the Employer in writing of the anticipated delivery date.
- 29.8 (a) An employee shall be entitled to parental leave without pay consisting of a continuous period of fifteen (15) weeks. If the employee is also receiving leave under Article 29.2 or 27.12, parental leave shall be taken immediately upon expiry of the maternity or adoption leave. In no event shall the parental leave commence later than the first anniversary date of the birth or adoption of the

child.

- (b) Parental leave shall be granted to only one parent of a family where both parents are employed by the Employer.

29.9 On the occasion of the birth of his child, a male employee shall, upon request, be granted special leave with pay to a maximum of one (1) day.

ARTICLE 30 - COMPASSIONATE LEAVE

- 30.1 (a) An employee shall be granted three (3) regularly scheduled consecutive work days leave, provided the days are taken within seven (7) days of the death, excluding days off without loss of pay and benefits, in the case of death of a parent, wife, husband, brother, step-father, step-mother, step-brother, sister, step-sister, child, common-law spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild. Where the burial occurs outside the Province, such leave shall also include reasonable travelling time, not to exceed five (5) days.
 - (b) Subject to 30.1(a) if an employee is on vacation leave at the time of bereavement the employee shall be granted compassionate leave and be credited the appropriate number of days to vacation leave.
- 30.2 In the case of serious illness of a parent, wife, husband, brother, sister, or child, compassionate leave of up to three (3) days shall not be unreasonably withheld. Where the illness occurs outside the Province, such leave shall also include reasonable travelling time, not to exceed five (5) days provided that entitlement shall depend on particular circumstances.
- 30.3 One day's paid leave shall be granted, without loss of salary or wages, to attend the funeral of an aunt, uncle, nephew or niece; and one-half day to act as a pallbearer.

ARTICLE 31 - INJURED ON DUTY

- 31.1 An employee prevented from performing her regular work with the Employer on account of an occupational accident that is covered by the *Worker's Compensation Act* shall be paid by the Workers' Compensation Board.
- 31.2 Notwithstanding Article 31.1, 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 the period the employee is in receipt of temporary earnings loss benefits, continue to pay the employee an amount equal to 80% (85% after 39 weeks) of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers'

Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers' Compensation Board up to the maximum earnings.

- 31.3 When an employee is in receipt of Workers' Compensation Board benefits for a period of ten (10) working days or more, the Employer will pay, during the period while the employee is receiving temporary earnings loss benefits pursuant to the *Workers' Compensation Act*, the full costs of the employee's premiums where the employee prior to her injury participated in Group Life and Group Medical Insurance Plans described in Article 40 and will make the employee's pension contributions.
- 31.4 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.
- 31.5 An employee who is receiving compensation under the *Workers' Compensation Act* shall continue to earn the benefits of this Agreement, save and except statutory holidays.
- 31.6 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 her regular rate of pay, without deduction from sick leave, unless the attending physician states that the employee is fit for further work on that shift.

ARTICLE 32 - ADVERSE WEATHER CONDITIONS

- 32.1 The Employer will not be closed due to storm conditions, and as such, all employees are expected to report for duty and remain at their work stations without exception.
- 32.2 Time lost by an employee as a result of absence or lateness due to storm conditions or because an employee finds it necessary to leave prior to the end of the normal day or shift must be made up by the employee in one of the following ways, to be decided upon by the employee:
- (a) made up by the employee at a time agreed upon by the employee and his immediate supervisor,
 - OR**
 - (b) charged to the employee's vacation, accumulated overtime, or holiday time should such entitlement exist,
 - OR**
 - (c) otherwise deemed to be leave without pay.

- 32.3 All employees shall receive similar treatment. No discrimination is to be practiced regarding individual or personal situations, such as place of residence, family responsibilities, transportation problems or car pools. Employees who can anticipate individual or personal problems that may result in lateness, absence, or early leaving due to storm conditions and who do not wish to be granted leave without pay should set aside a portion of their annual vacation in order to accommodate this situation.
- 32.4 Notwithstanding Article 32.2, but subject to Article 32.3, reasonable lateness beyond the beginning of an employee's starting time shall not be subject to the provisions of Article 32.2, where lateness is justified by the employee being able to establish to the satisfaction of the Employer that every reasonable effort has been made by the employee to arrive at her work station at the scheduled time.

ARTICLE 33 -TERMINATION OF EMPLOYMENT (OTHER THAN DISCHARGE)-ARTICLE 18

- 33.1 For properly advanced planning both parties mutually agree that the employee should attempt to give as much advance notice as possible in terminating employment and vice versa. Two (2) weeks is recommended.

ARTICLE 34 - RETIREMENT AND RETIREMENT ALLOWANCE

- 34.1 Any employee who has reached a combination figure of ninety (90) years of service and age or who has reached the age of sixty-five (65) years may retire without any loss of retirement allowance.
- 34.2 Any employee who has ten (10) years or more of service and has attained the age of fifty-five (55) years may retire at his own request or be retired for just cause without loss of retirement allowance.
- 34.3 When a permanent or permanent part-time employee having continuous service of ten (10) years or more retires, the Employer shall pay such an employee a retirement allowance equal to thirty-seven and one half (37.5) hours for each nineteen hundred and fifty (1,950) hours of continuous service since October 1, 1959 but not exceeding nine hundred and seventy-five (975) hours pay at the regular rate of pay.
- 34.4 When an employee has a permanent disability and requests to retire, or when the Employer requires an employee to retire due to a permanent disability, and in the absence of mutual agreement, a Board of Doctors whose decision shall be final and binding on the parties to this Agreement shall be constituted as follows: one doctor appointed by the Union; one doctor appointed by the Employer and one doctor selected by the two (2) so appointed, who shall be the Chairperson.

If the decision of the Board is that the employee has a permanent disability the said employee shall receive the accumulated retirement allowance to which he is entitled

under this Article. The expense of this Board shall be paid for in the same manner as if it were an Arbitration Board.

If the permanent disability of an employee has been established under the *Workers' Compensation Act* or the *Canada Pensions Act*, a further Board decision under this Article shall not be required.

- 34.5 A long-term employee of ten (10) years or more who is forced to discontinue employment for reasons of ill health prior to reaching retirement age shall also be included in the above policy. The retirement allowance shall be computed on a pro-rata basis effective October 1, 1959.
- 34.6 No retiring allowance shall be granted under this Section to an employee who is dismissed or resigns from the employ of the Employer.
- 34.7 Retirement allowance, if uncollected by the employee, will be paid to the beneficiary or estate.

ARTICLE 35 - SEVERANCE PAY

- 35.1 Severance pay shall be paid to eligible employees who have five or more years of continuous service when their employment is terminated because of layoff as outlined in Article 21.1. Payment will be made following the completion of the eighteen month recall period or at any time during the eighteen month period providing the employee waives his right to recall.
- 35.2 Severance pay shall be calculated on the basis of seventy-five (75) hours pay for each nineteen hundred and fifty (1,950) hours of continuous service to a maximum of nine hundred and seventy-five (975) hours.
- 35.3 Severance pay is not payable in addition to Retirement Allowance as provided in Article 34 of this Agreement.
- 35.4 At the employee's request the payment of severance pay shall be:
- a. a lump sum payment;
- or**
- b. held over to the taxation year following termination.

ARTICLE 36 - TEMPORARY ASSIGNMENTS

- 36.1 Extra pay for temporary assignment to a position of higher classification shall apply to all eligible employees who assume all or substantially all the responsibility of the

higher rated position in excess of four (4) consecutive working days in the higher rated position, such pay to be retroactive to first day of assignment. The Employer shall not transfer an employee from the higher rated position and replace that employee with another employee solely for the purpose of avoiding payment of extra pay for the temporary assignment.

- 36.2 Extra pay for temporary assignment to a position of higher classification shall apply to employees designated by the Employer to assume all or substantially all the responsibility of the higher rated position on a regular and recurring basis.
- 36.3 Eligible employees shall be placed in the first step of the new range except in cases where this rate is less than or equal to his present salary. In such a case, the employee shall receive one step above his present salary and be entitled to advance to the next step in the range on the anniversary date of his employment.

ARTICLE 37 - PAYMENT OF WAGES AND ALLOWANCES

- 37.1 The Employer shall pay all employees wages and salaries in accordance with Appendix "A" attached hereto and forming part of this Agreement.
- 37.2 Anniversary increases are payable on the first pay period after the effective date. The Employer shall grant a pay increment to the employee's next step in the pay range provided he has not reached the maximum rate of pay for that classification.
- 37.3 Employees who provide the basic tools of his/her trade shall have these tools replaced by the Employer. Replacement will be made by producing the worn or broken tools or proving that the tool was lost.
- 37.4 The Employer shall provide an allowance of sixty (60) dollars per year to employees in the classification of maintenance tradesman who are required by the Employer to provide their own tools. This allowance shall be issued on the first pay day in October of each year.

ARTICLE 38 - PAYROLL PERIODS

- 38.1 Pay periods shall be bi-weekly. Pay days shall be every second Friday.
- 38.2 Arrangements will be made for employees working the night shift to obtain their cheques when going off duty on pay day.
- 38.3 When pay day falls on a holiday, pay day shall be the last banking day prior to the holiday.

ARTICLE 39 - SAFETY AND HEALTH

- 39.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer and used by the employees. It is mutually agreed that both the Employer and the Union shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of safety and health.
- 39.2 Yearly health examinations for each employee will be provided at the Employer's expense, including a chest x-ray, hemoglobin, and routine urinalysis.
- 39.3 The Employer shall provide preventative measures for those employees in contact with known infectious diseases where medically necessary.
- 39.4 One member from the Union and one member representing the Employer shall be appointed as a Safety and Health Committee. Their duties shall be to promote safety and health in working conditions and to conduct safety and health inspections at regular intervals.
- 39.5 The Union shall be notified immediately of each accident or injury. Upon the request of the Union, the Safety and Health Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

ARTICLE 40 - GROUP INSURANCE AND PENSION PLAN

- 40.1 The Employer agrees to pay one half (1/2) the premium of the Group Life Insurance plan that exists at the coming into force of the Agreement and participation is a condition of employment. Permanent part-time employees shall be insured for thirty thousand dollars (\$30,000.00) under the terms of this plan.
- 40.2 The Employer agrees to pay one-half (1/2) of the premium of each employee covered by the Group Medical and Dental Plan. Participation shall be on a voluntary basis.
- 40.3 The Employer agrees to retain and maintain the existing pension plan during the life of this Agreement.
- 40.4 All employees transferred from the Civil Service who are presently enrolled in the Long Term Disability Plan, shall continue to be covered by the LTD Plan and the Employer shall pay one-half (1/2) of the premium.

ARTICLE 41 - PORTABILITY OF BENEFITS UPON RESIGNATION AND TRANSFER

- 41.1 When an employee resigns and receives employment with another Employer or re-employment with the same Employer there is a reciprocal agreement that the employee will be entitled to the transfer of benefits. Transferable benefits will include:
- (a) salary step earned and increment date;
 - (b) accumulated sick days;
 - (c) accumulated retiring allowance days;
 - (d) length of vacation entitlement.

The right to such benefits shall be negated by:

- (a) an unsatisfactory employment record;
 - (b) prolonged absence from the work force.
- 41.2 Employment must be obtained within sixty (60) days after terminating employment with the old Employer.
- 41.3 The employing agency is responsible for obtaining documentary proof of previous employment and entitlement to benefits.
- 41.4 Where an employee receives employment with another Employer or re-employment with the same Employer in accordance with this Article, he begins employment as junior in the Bargaining Unit insofar as choice of vacations, promotions, days off, lay off and recall are concerned; but begins accumulating seniority in classification on commencement of employment.

ARTICLE 42 - EMERGENCY

- 42.1 All employees covered by this Agreement shall report to duty when an emergency has been declared by the Chief Executive Officer or his delegate. Emergency shall mean any situation where the good and welfare of the patients or the Employer require such measure or where the community is threatened.

ARTICLE 43 - DISASTER PLAN EXERCISES

- 43.1 Disaster Plan Exercises shall be considered a responsibility of both the Employer and its employees as a matter of good citizenship in the public interest. All staff covered by this Collective Agreement shall be expected to volunteer their services for this purpose. There shall be no disciplinary action taken against any employee as a result of the wording of this clause.

ARTICLE 44 - SUBCONTRACTING

- 44.1 The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee in such a manner as to jeopardize the employment of the employees unless mutually agreed by the Union and the Employer.

ARTICLE 45 - MERGER AND AMALGAMATION

- 45.1 Should any Employer merge, amalgamate, or combine any of its operations or functions with another Employer, or should any Employer take over any of the operations or functions of another Employer, the Employer transferring the operations or functions, agrees to give the Union notice in writing One Hundred and Eighty (180) days prior to implementation of the above.
- 45.2 Discussion will commence between the parties within ten (10) days of such notice and every reasonable effort will be made to provide continuous employment for employees affected in the Union. Any employee affected by such takeover shall be offered alternate employment, if available, with their present Employer or with the Employer assuming the operations and functions, and in the latter case, seniority of employees in the amalgamated Employers or service shall be considered. If alternate employment is not available for some employees, the layoff shall be in accordance with Article 21.

ARTICLE 46 - ESTABLISHMENT OR ELIMINATION OF A POSITION

- 46.1 **Establishment of New Position**
When any new position not covered by Appendix "A" and within the confines of the certification orders or pertinent legislation is established during the lifetime of this Agreement, the rate of pay shall be subject to negotiation between the Health Negotiation Committee and the Union.
- If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to Arbitration. The new rate shall become retroactive to the time the position was first filled by the employee.
- 46.2 Where an employee's position is abolished by the Employer and the Employer transfers the employee affected to another position having a lower maximum rate of pay, the employee shall continue to receive pay at his rate of pay in effect at the time his former position was abolished until such time as the maximum rate of pay for his new position exceeds his rate of pay in effect at the time his former position was abolished.
- 46.3 If an employee makes a request to the Employer for a reduction of hours of work for the position he occupies, the Employer must make the union aware of such requests, and such requests will not be implemented. Furthermore, the Employer and the union agree to work

together in creating more full-time jobs by combining present part-time jobs where operational requirements permit.

ARTICLE 47 - BULLETIN BOARDS

47.1 Suitable space on the bulletin board(s) shall be made available for the posting of notices.

ARTICLE 48 - RESEARCH PROJECT

48.1 The findings of any research project, which would change the provisions of this Agreement, will not be implemented until such changes are negotiated and agreed to by the parties.

ARTICLE 49 - DISABLED EMPLOYEE PREFERENCE

49.1 Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disability is unable to perform his duties, shall be given priority of consideration of any light work available, and for which he is qualified, at the salary payable for the position to which he is assigned.

ARTICLE 50 - MEETINGS ON EMPLOYER'S PROPERTY

50.1 Permission may be granted by the Employer for Union meetings to be held on its property.

ARTICLE 51 - DRESSING ROOMS

- 51.1 Adequate dressing rooms with standard size lockers and sitting areas shall be provided, if the physical facilities permit.

ARTICLE 52 - DEPARTMENT

- 52.1 Employees shall be required to be punctual in reporting for duty, neat in appearance and due to the nature of their employment be courteous, patient and understanding with emphasis being placed on neatness and cleanliness, and be ever mindful of the well-being of the patients/clients.

ARTICLE 53 - UNIFORMS

- 53.1 The Employer shall provide, maintain and launder, without cost to the employees, all uniform clothing required to be worn on duty. Uniforms shall remain the property of the Employer and shall not be worn off duty or removed from the Employer's premises unless the Employer fails to provide facilities for the changing of uniform clothing. Two uniforms will be provided to each person per year. Worn uniforms shall be exchanged for new ones.
- 53.2 The Employer will consult with two (2) local Union member representatives in regards to quality, style and colour of uniforms, prior to the purchase of new uniforms.

ARTICLE 54 - RETROACTIVITY - MONETARY BENEFITS

- 54.1 All monetary benefits under this Collective Agreement are retroactive; and shall be computed and paid within thirty (30) days or less from the signing of the Agreement. If considered necessary by the Employer, this period may be extended by thirty (30) days.
- 54.2 All employees working on a permanent, permanent part-time or casual basis, prior to the signing of the Collective Agreement whether working or not at the time of the signing of the Agreement shall be entitled to retroactive pay.
- 54.3 Any employee who has a claim for retroactive pay and who is not employed on the date of the signing of this Agreement shall make claim by notice in writing to the Employer which was the former Employer within ninety (90) calendar days from the signing of this Agreement.

ARTICLE 55 - PRESENT CONDITIONS AND BENEFITS

- 55.1 All rights, benefits, privileges and working conditions which employees now enjoy, receive, or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.
- 55.2 Any specific changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 55.3 Where a notice requesting negotiation of a new Agreement has been given, the conditions of this Agreement shall remain in full force and effect until such time as an Agreement has been reached in respect of a renewal, amendment or substitution.

ARTICLE 56 - TEMPORARY REPLACEMENTS

- 56.1 Where employees who are on authorized leave of absence are replaced by temporary personnel, the replacement shall be taken from the ranks of Permanent and Permanent Part-Time employees based on seniority from within the affected department.
- When there are no interested employees for the temporary position from within the affected department, then the position will be posted.
- 56.2 Where permanent and permanent part-time employees fill temporary positions they will continue to accrue seniority while so employed.
- 56.3 Employees who apply for and receive, or who are appointed to temporary positions, in accordance with the provisions of this Collective Agreement, shall be required to first complete the assignment before they shall be permitted to apply for another temporary position.

ARTICLE 57 - JOB DESCRIPTIONS

- 57.1 Every employee must be classified in accordance with a classification title and wage rate for that title as set out in Schedule A.
- 57.2 (a) When a new job classification is established within the bargaining unit or when it is changed, the Employer shall provide the Union with a copy of the classification specifications.
- (b) Wage rates for new classifications are to be mutually agreed on by the parties. When the parties fail to agree the Employer may set an interim rate and if the Union is not satisfied with the rate as set by the Employer, the Union may refer the dispute to interest arbitration.

ARTICLE 58 - CLASSIFICATION APPEAL

- 58.1 The process of review and appeal pursuant to these procedures, shall be available to any permanent employee or permanent part-time employee.
- 58.2 An employee who considers herself improperly classified may request a review of her classification by submitting a request in writing to their supervisor specifying the classification level desired and the reasons for the request.
- 58.3 Within twenty (20) days of receiving a request the supervisor will inform the employee of the decision to recommend reclassification or not recommend reclassification to the Chief Executive Officer or her designate.
- 58.4 The Chief Executive Officer, or designate, shall respond within forty-five (45) days of the decision to reclassify or not reclassify the employee.
- 58.5 If the employee does not agree with the reply received, or in the event that no reply is received as outlined in Article 58.3 and 58.4, the employee may appeal the decision to a Classification Appeal Board within fifteen (15) days of the expiration of the forty-five (45) days outlined in Article 58.4.
- 58.6 A Classification Appeal Board consisting of one member appointed by the Union, one member appointed by the Employers and a mutually agreeable chairperson shall be named for a two-year period commencing as soon as possible after the signing of the Agreement.
- 58.7 An appeal to the Classification Appeal Board shall be in writing specifying the reasons for the appeal and such request shall be sent to the Chairperson of the Classification Appeal Board.
- 58.8 The Classification Appeal Board shall, within thirty (30) days of the receipt of the appeal, review the appeal and may hold a hearing on the appeal. If either party to the Collective Agreement request a hearing such hearing shall take place in accordance with the appeal procedure.
- 58.9 The Board shall decide the issue of the proper classification for the position in question based on the existing classification system.
- 58.10 The Board shall base its decision on which classification specification most closely reflects the major duties and responsibilities of the position in question.
- 58.11 The decision of the majority shall be the decision of the Board. Where there is no majority decision of the Board, the decision of the Chairperson shall be the decision of the Board.

- 58.12 The Classification Appeal Board shall not:
- (a) change existing salary relationships between classifications;
 - (b) modify any descriptions, responsibilities, or specifications for any classification, level, group or category;
 - (c) change a position title to another classification level, group, or category;
 - (d) accept an appeal of the classification of any position that has been considered by it within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties and responsibilities of the position; or
 - (e) rule on the status of the incumbent whose position is the subject of the appeal.
- 58.13 The Classification Appeal Board shall communicate the decision and reasons thereof in respect to the appeal in writing to the employee, the Employer and the Union.
- 58.14 The decision of the Classification Appeal Board is final and binding on all parties and no employee shall have grievance rights in respect of a decision of the Classification Appeal Board.
- 58.15 The employee has the right to receive a retroactive pay adjustment to the date of submission should the Board rule in the employee's favour.

ARTICLE 59 - TECHNOLOGICAL CHANGE

- 59.1 In the event of technological change causing job elimination, the Employer agrees to consult with the Union regarding ways and means of minimizing adverse effects on employees which might result from such change.
- 59.2 When the Employer is considering the introduction of technological change the Employer agrees to notify the Union as far as possible in advance of such intention and to update the information provided as new developments arise and modifications are made.
- 59.3 An employee who is rendered redundant or displaced from his/her job as a result of technological change shall be given an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform. If there is no vacancy, he/she shall have the right to displace an employee with less seniority provided he/she is able to perform the job. An employee who is rendered redundant or displaced shall be also given the opportunity to fill in the casual hours available so long as he possesses the ability to perform the job.
- 59.4 If as a result of a change in technology the Employer requires an employee to undertake additional training, the training will be provided to the employee.

- 59.5 The training provided for in this Article shall be given during the hours of work whenever possible. Any training due to technological change shall be considered as time worked.
- 59.6 No additional employees shall be hired by the Employer until employees affected by the technological change, or employees on layoff, have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

ARTICLE 60 - DEFERRED SALARY LEAVE PLAN

60.1 Description

- (a) The Deferred Salary Leave Plan shall afford CUPE members the opportunity to take a leave of absence for one year and through deferral of salary finance the leave.
- (b) The Employers and CUPE may enter into any variation of this Plan by mutual consent of the two parties involved.

60.2 Eligibility

Any employee working fifty percent (50%) and over with an Employer is eligible to participate in the Plan.

60.3 Application and Approval

- (a) i. A CUPE employee shall make written application to his/her Employer on or before January 31st of the year prior to the year in which the deferment is to commence, requesting permission to participate in the Plan.
- ii. Notwithstanding 60.3(a)i., an Employer may waive the deadline of January 31st under special circumstances.
- (b) Written acceptance, or denial, of the employee's request, with explanation, shall be forwarded to the employee by April 1st in the year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Employer.
- (d) All employees wishing to participate in the Plan shall be required to sign a contract before final approval for participation shall be granted.

60.4 Salary Deferral

- (a) In each year of participation in the Plan preceding the year of leave, an employee shall be paid a reduced percentage of regular salary. The remaining percentage shall be deferred and this accumulated amount plus interest earned shall be paid to the employee during the year of leave.

- (b) The salary deferred shall be deposited in a deposit account in trust for each employee. The terms and conditions related to the deposit account at the Bank with which the Employer deals shall apply.
- (c) In the year of the leave, the Employer shall pay to the employee the total of the deferred income plus all accrued interest in instalments conforming to the regular pay periods.

60.5 Benefits

- (a) An employee's benefits shall be maintained by the Employer during the leave of absence. Any benefits tied to salary shall be structured according to actual salary paid.
- (b) Sick leave and vacation credits shall not accumulate during the year spent on leave.
- (c) The employee shall have pension contributions deducted on salary received in each year of participation in the Plan.

60.6 Withdrawal from the Plan

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

60.7 Deferral of Leave

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

60.8 **Return from Leave**

- (a) On return from leave, an employee shall return to his/her previous position providing it still exists, or to a position similar to that which he/she 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 year leave of absence not been taken.

ARTICLE 61 - MUTUALLY AGREED CHANGES

61.1 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure. Any such mutually agreed changes can only be reached between the Union Provincial Bargaining Committee and the Health Negotiation Committee.

ARTICLE 62 - TERM OF AGREEMENT

62.1 The Agreement shall be binding and remain in effect from **April 1, 1998 to March 31, 2001** and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to the expiry date of their desires to terminate or amend the contract.

62.2 **Notice of Changes**

Either party desiring to propose changes or amendments to the Agreement shall, at least sixty (60) days prior to the termination date, give notice in writing to the other party. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every effort to consummate a revised or new Agreement.

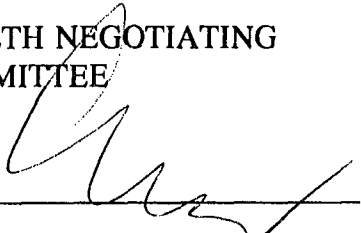
62.3 When such notice is given, the following conditions shall apply:

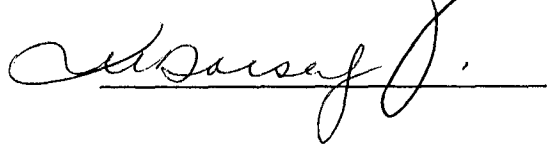
- (a) The parties shall be obligated to table their complete list of proposals at the first negotiating session and bargaining shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) Both parties shall adhere fully to the terms of this Agreement during the period of bonafide Collective Bargaining and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon shall apply retroactively to that date.

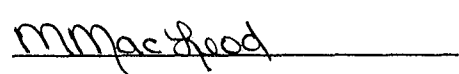
Signed at Charlottetown, Prince Edward Island,
this 15th day of April, 1999.

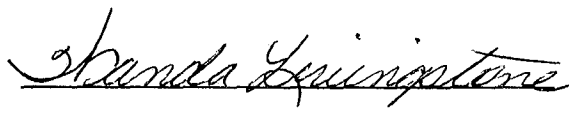
HEALTH NEGOTIATING
COMMITTEE

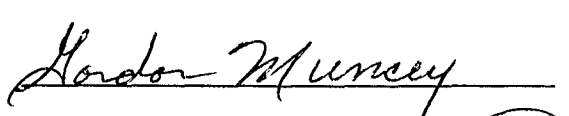
CANADIAN UNION OF
PUBLIC EMPLOYEES

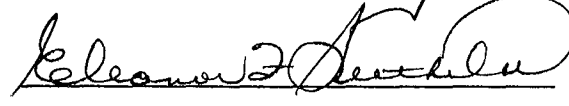


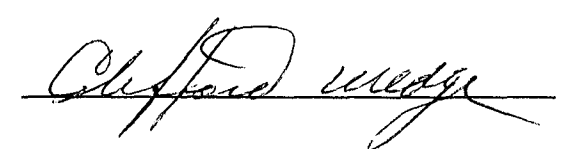












APPENDIX "A"
Wage Rates
Effective April 01, 1998

Classification	April 01, 1998		April 01, 1999		April 01, 2000	
Service Worker 1	11.95	12.11	12.19	12.35	12.46	12.63
Porter	11.95	12.11	12.19	12.35	12.46	12.63
Dishwasher	12.03	12.25	12.27	12.50	12.55	12.78
Orderly	12.03	12.25	12.27	12.50	12.55	12.78
Physio Aide	12.03	12.25	12.27	12.50	12.55	12.78
X-Ray Attendant	12.03	12.25	12.27	12.50	12.55	12.78
Cafeteria Cashier	12.03	12.25	12.27	12.50	12.55	12.78
C.S.R./SPD Aide	12.03	12.25	12.27	12.50	12.55	12.78
Lab Attendant 1	12.03	12.25	12.27	12.50	12.55	12.78
O.R. Aide	12.03	12.25	12.27	12.50	12.55	12.78
Ward Clerk 1	12.03	12.25	12.27	12.50	12.55	12.78
Utility Worker	12.03	12.25	12.27	12.50	12.55	12.78
Pysch. Att. 1	12.35	12.51	12.60	12.76	12.88	13.05
Lab Attendant 2	12.35	12.51	12.60	12.76	12.88	13.05
Sewer	12.35	12.51	12.60	12.76	12.88	13.05
Maintenance Worker 1	12.75	13.01	13.01	13.27	13.30	13.57
Painter 1	12.75	13.01	13.01	13.27	13.30	13.57
Equipment Operator	12.75	13.01	13.01	13.27	13.30	13.57
Service Worker 2	12.79	13.05	13.05	13.31	13.34	13.61
Lab Attendant 3	12.87	13.13	13.13	13.39	13.43	13.69
Cook 1/Baker 1	12.83	13.25	13.09	13.52	13.38	13.82
Ward Clerk 2	12.83	13.25	13.09	13.52	13.38	13.82
Power Engineer 4th Class	13.55	13.85	13.82	14.13	14.13	14.45
Maintenance Worker 2	13.57	13.89	13.84	14.17	14.15	14.49
Carpenter (Without TQs)	13.57	13.89	13.84	14.17	14.15	14.49
Painter 2	13.57	13.89	13.84	14.17	14.15	14.49
Cook 2 - Licensed	14.47	14.93	14.76	15.23	15.09	15.57
Cook 2/Baker 2	14.47	14.93	14.76	15.23	15.09	15.57
BCCO/Power Engineer 3rd Cl.	15.67	15.88	15.98	16.20	16.34	16.56
Maintenance Worker 3	16.12	16.46	16.44	16.79	16.81	17.17
Maintenance Tradesperson		17.03		17.37		17.76

APPENDIX "B"**Provisions for Twelve - Hour Shifts**

If the Employer and one hundred percent (100%) of the employees in a work unit mutually agree to implementing a twelve-hour shift rotation in a work unit then such a project will be tried for approximately six (6) months. At the conclusion of the trial period, the Employer and one hundred percent (100%) of the employees in the work unit must agree in order to continue the twelve-hour shift rotation. These provisions shall remain in effect throughout the term of the Collective Agreement unless one party gives sixty (60) calendar days notice to the other party of intent to terminate these provisions. After sixty (60) days notice, these provisions will become null and void. During the sixty (60) days notification period, the parties agree to meet to discuss the reasons for termination and to determine if other mutually acceptable arrangements can be made. It is the intent of the parties that every reasonable effort will be made to reach a mutually agreeable decision. A Committee consisting of two (2) members of the Employer, a representative of the Union and a member from the work unit concerned, chosen by the members in that work unit, will meet to discuss the reasons for termination. Notice to terminate applies during and following the trial period.

All provisions of the Collective Agreement shall apply excepting those specified otherwise in this Appendix.

APPENDIX "B" (Cont'd)**ARTICLE 22 - HOURS OF WORK**

- 22.1 The regular daily hours of work in each shift shall be eleven and one-quarter (11.25) hours excluding a meal period. The regular weekly hours of work shall be thirty-seven and one-half (37.5) hours averaged over a four week period. The designated meal period shall not be less than forty-five (45) minutes each shift.
- 22.2 Each employee shall receive seven (7) days off in each two (2) week period.
- 22.3 The Employer will grant every second weekend off.
- 22.6 Employees shall not normally be required to work more than three (3) consecutive 12 hour shifts except in the case where a fourth consecutive shift is necessary to establish a 12 hour shift rotation on that work unit. The fourth shift shall not be a 12 hour shift.
- 22.7 There shall be at least 12 hours between shifts.
- 22.12 Each employee shall receive two 15 minute rest periods on each shift.
- 22.14 Attendance at educational workshops, training courses, professional meetings, for a period of not less than six (6) hours shall be considered a 7.5 hour working day. The remaining 3.75 hours shall be worked on the same day as the education workshop, training course, professional meeting or professional meeting days, unless it is mutually agreed otherwise prior to attending the workshop, training course or professional meeting.
- 22.16 Employees working a twelve (12) hour shift shall receive their shift premium (Article 22.16) per hour for all hours worked except those hours that normally constitute part of the day shift.

APPENDIX "B" (Cont'd)

ARTICLE 24 - VACATIONS

- 24.2 Permanent employees shall be entitled to annual vacation with pay in accordance with years of continuous employment as follows:
- (a) less than one (1) year of service - 9.375 working hours for each 162.5 hours worked.
 - (b) one (1) year of service to completion of the sixth year of service - 9.375 working hours for each 162.5 hours worked (112.5 working hours per year);
 - (c) after six (6) years of service to completion of seventeen (17) years of service - 12.5 working hours for each 162.5 hours worked (150 working hours per year);
 - (d) after seventeen (17) years of service - 15.625 working hours for each 162.5 hours worked (187.5 working hours per year);
 - (e) after twenty-seven (27) years of service - 18.75 working hours for each 162.5 hours worked (225 working hours per year).
- 24.3 When a holiday falls within the vacation period, the employee is entitled to an additional 7.5 hour day.
- 24.14 The employee shall have her regular scheduled days off either preceding or immediately following her vacation.

ARTICLE 25 - HOLIDAYS

- 25.1 Provisions for Statutory Holidays as provided in Article 25 shall apply, except as provided below:
Employees who were scheduled to work on a statutory holiday will have the following options, provided they indicate to their supervisor their preference prior to the next pay period following the holiday:
- (a) pay the employee time and one-half for all hours and she shall have the holiday rescheduled;
 - (b) by mutual agreement, pay the employee an equal amount to thirteen (13) hours pay at straight time rates and grant her 11.25 hours off with pay at a time mutually agreed between the Employer and the employee.

APPENDIX "C"

MEMORANDUMS OF SETTLEMENT

Between Local Union No. 805, Canadian Union of Public Employees and the Queens Regional Authority, as represented in contract negotiations by the Health Negotiating Committee.

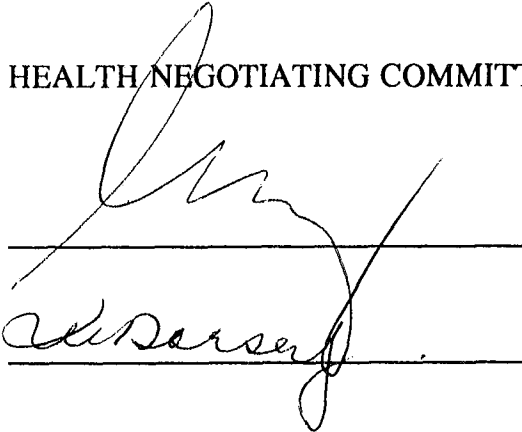
The parties hereto agree, in accordance with Article 61.1 of the Collective Agreement, to waive the 16 hour requirement between shifts as provided for in Article 22.7 of the existing Collective Agreement.

The expiration of this Memorandum of Settlement shall be in accordance with Article 62 of the Collective Agreement.

This Memorandum of Settlement affects the employees of the Nutrition Services Department at the Queen Elizabeth Hospital only.

Dated at Charlottetown, Prince Edward Island,
this 15th day of April, 1999.

HEALTH NEGOTIATING COMMITTEE



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CANADIAN UNION OF PUBLIC
EMPLOYEES
Local Union No. 805



A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be "Gordon Muncy". Below the signature, the word "President" is printed.

APPENDIX "C" (Cont'd)

Between Local Union No. 1778, Canadian Union of Public Employees and the Southern King's Regional Authority as represented in contract negotiations by the Health Negotiation Committee.

The parties hereto agree in accordance with Article 61.1 of the Collective Agreement to adhere to the following procedure in lieu of 22.3 of the existing Collective Agreement.

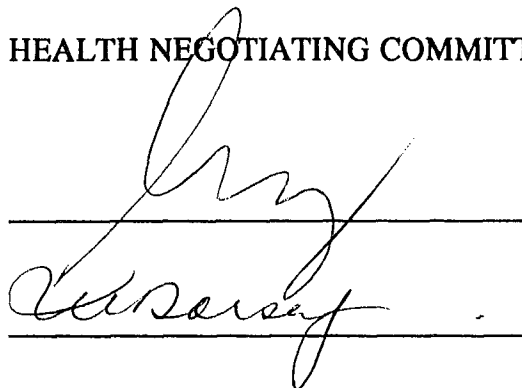
The hospital will guarantee three (3) weekends off out of every nine (9) weekends, and where possible every second weekend off. Employees shall not work more than three (3) consecutive weekends without a weekend off, unless otherwise mutually agreed. This method of scheduling will be maintained until such time as the staffing within the Department allows Article 22.3 of the present Collective Agreement to be implemented.

The expiration of this Memorandum of Settlement shall be in accordance with Article 62 of the Collective Agreement.

This Memorandum of Settlement affects the employees of the Plant/Maintenance Department at Kings County Memorial Hospital only.

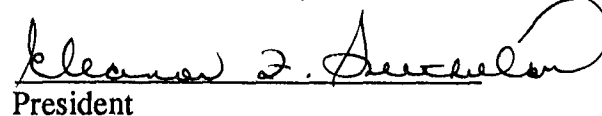
Dated at Charlottetown, Prince Edward Island,
this 15th day of April, 1999.

HEALTH NEGOTIATING COMMITTEE



CANADIAN UNION OF PUBLIC
EMPLOYEES

Local Union No. 1778


President

APPENDIX "D"**COMPASSIONATE LEAVE
FOR PERMANENT PART-TIME EMPLOYEES**

It is agreed that compassionate leave for permanent part-time employees will be as follows:

1. The parties agree that a permanent part-time employee should not suffer a loss of earnings nor a gain of earnings due to the death of an immediate member of the family. To this end compassionate leave for those employees will be as follows:

A permanent part-time employee will be granted paid compassionate leave for the three consecutive calendar days on which the employee was scheduled to work following the death of a relative outlined in Article 30.1 (a).

For example:

S	M	T	W	T	F	S	No. of paid hours for Compassionate Leave
d	D	D	-	-	-	D	15 paid hours
d	D	-	-	-	-	D	7.5 "
d	D	D	D	-	-	-	22.5 "
d	-	-	-	-	D	D	NIL
d	D	D	-	D	-	-	15 "
d	-	D	D	-	-	-	15 "
d	D	-	D	-	-	-	15 "
d	D	-	D	D	-	-	15 "

d = Day of death
D = Scheduled work day

Travel time is considered on an individual basis and will be taken within seven (7) calendar days of the death.

2. Notwithstanding that employees are scheduled to work 12-hour shifts, a full day is seven and one half (7.5) paid hours.

APPENDIX "E"
MEMORANDUM

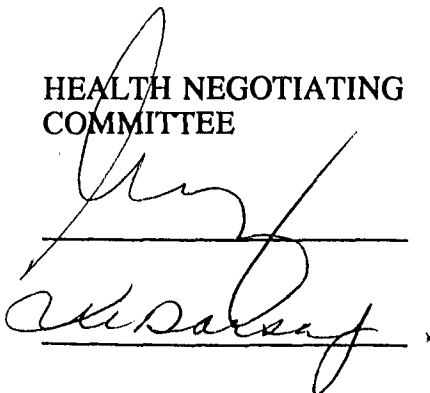
Between Canadian Union of Public Employees and the Employer as represented in contract negotiations by the Health Negotiating Committee.

GRIEVANCE MEDIATION/ARBITRATION:

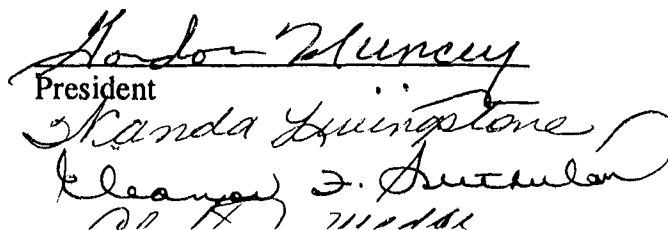
1. A representative of the Employer and a representative of the Union, or his/her designate, shall meet as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for mediation.
2. Those grievances agreed to be suitable for mediation shall be scheduled to be heard as soon as reasonably possible.
3. The process is intended to be non-legal.
4. Where mediation fails, the mediator shall assume the jurisdiction of an arbitrator pursuant to Section 37 of the *Labour Act*, R.S.P.E.I. 1974 Cap. L-1.
5. The decision of the Arbitrator shall be delivered to the parties within ten (10) working days.
6. All decisions of the Arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
7. All settlements or proposed settlements made prior to determination shall be without prejudice.
8. The parties shall equally share the costs of the fees and expenses of the Mediator/Arbitrator.
9. The Mediator/Arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 17 of the Collective Agreement.
10. It is understood that it is not the intention of either party to appeal a decision of a mediated/arbitrated proceeding.

Dated at Charlottetown, Prince Edward Island,
this 15th day of April, 1999.

HEALTH NEGOTIATING
COMMITTEE



CANADIAN UNION OF PUBLIC
EMPLOYEES



Gordon Muncy
President
Kanda Livingstone
Deborah J. Sutherland
20 11 21111111

APPENDIX "F"

MEMORANDUM

Re: Letters of Understanding

WHEREAS various Letters of Understanding were incorporated into the prior Collective Agreement;

AND WHEREAS it was agreed those letters shall be collapsed into one document;

The parties agree that:

1. **Interpretation re Article 20.6 (a)**

This will confirm the understanding reached during collective bargaining that where there are two or more CUPE applicants who are eligible for an IUOE position as per Article 20.6 (a), the position will be awarded to the applicant with the greatest seniority and having the required qualifications.

2. **Safety Footwear**

This letter will confirm the understanding reached during collective bargaining that permanent employees in the classifications listed below will be entitled to safety footwear provided by the Employer. A variety of styles will be approved by the Employer from which entitled employees shall select. Footwear shall remain the property of the Employer, shall be worn only during working hours, and shall be replaced at no cost to the employee when worn out and deemed no longer suitable. Inclusive of taxes, the cost of safety footwear shall not exceed eighty-five dollars (\$85.00) per pair.

Only the following permanent employees are entitled to safety footwear paid for by the Employer:

1. Employees in maintenance/plant departments.
2. Painters.

3. **Outdoor Protective Wear**

The Employer shall make available suitable outer protective wear to employees who are required to work outside during inclement weather.

4. **Statutory Holidays**

This letter will confirm the understanding reached during collective bargaining regarding non-shift employees who work Monday to Friday. It is agreed that when a statutory holiday falls on the weekend the employee shall receive the first regular work day off in lieu. When Christmas and Boxing Day fall on a Saturday and Sunday, such employee shall receive the following Monday and Tuesday off.

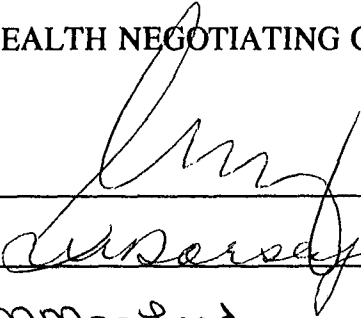
5. **Letter of Intent**

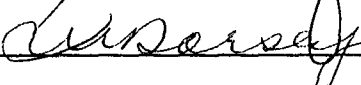
Where possible the Employer will provide the Union with the following information:

1. A list of permanent part time employees indicating those who want extra shifts.
2. A list of permanent part time employees and the percentage of time for which they are regularly scheduled.
3. A list of permanent part time employees total hours of work on a quarterly basis.

Dated at Charlottetown, Prince Edward Island,
this 15th day of April, 1999.

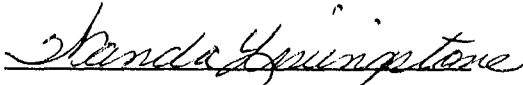
HEALTH NEGOTIATING COMMITTEE

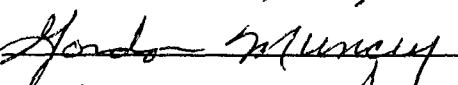


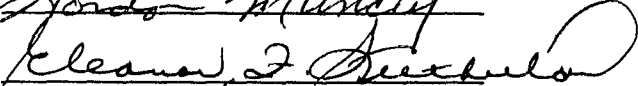


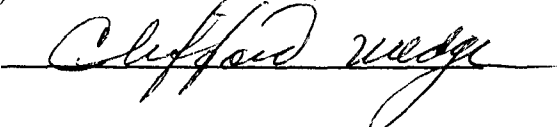
M MacLeod

CANADIAN UNION OF PUBLIC
EMPLOYEES









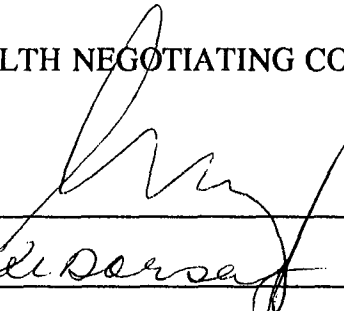
APPENDIX "G"

LETTER OF INTENT

Parking fees for employees shall not be increased during the term of the Collective Agreement.

Dated at Charlottetown, Prince Edward Island,
this 15th day of April, 1999.

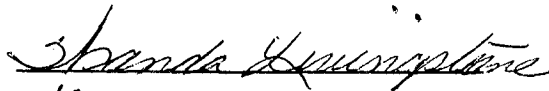
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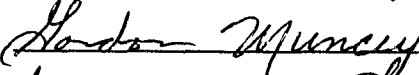


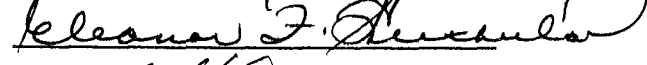
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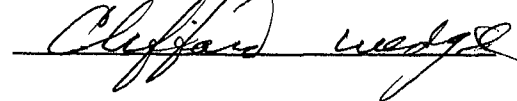
M MacLeod

CANADIAN UNION OF PUBLIC
EMPLOYEES









APPENDIX "H"

LETTER OF INTENT

RE: Contracting-Out

1. This will confirm the understanding reached between the parties during mediation concerning certain contracting-out.

The present contracting-out will continue during the term of the Collective Agreement.

Except for Housing, grass-cutting will be performed by members of the bargaining unit.

2. Notwithstanding Article 44, until March 30, 1999, the following language shall apply:

The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non unit employee unless mutually agreed by the Union and the Employer.

For greater clarity, this language shall terminate on March 30th, 1999.

Dated at Charlottetown, Prince Edward Island,
this *15th* day of *April*, 1999.

HEALTH NEGOTIATING COMMITTEE

CANADIAN UNION OF PUBLIC
EMPLOYEES

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APPENDIX "I"

LETTERS OF UNDERSTANDING

1. RE: UTILITY WORKERS (ADDICTIONS)

This is to confirm that those persons in the above stated classification will continue with their existing wage rate and will receive future negotiated wage adjustments. Their classification will be designated "present incumbents only" and future vacancies will be posted according to a classification outlined in Appendix A. The Utility Workers (ADD) classification will cease to exist when vacated by the present incumbents.

The employees in this classification are Ruby Costain and Ethel MacKenzie.

2. RE: SERVICE WORKERS (ADDICTIONS)

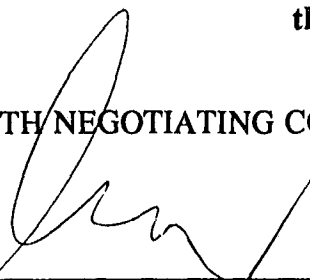
This is to confirm that those persons in the above stated classification will continue with their existing wage rate and will receive future negotiated wage adjustments. Their classification will be designated "present incumbents only" and future vacancies will be posted according to a classification outlined in Appendix A. The Service Workers (ADD) classification will cease to exist when vacated by the present incumbents.

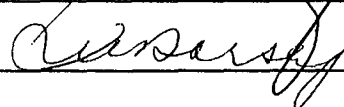
The employees in this classification are Gail Cahill and Karen Campbell.

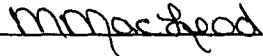
3. The foregoing shall govern the affected employees pending the classification review process and the negotiations resulting from that process.

Dated at Charlottetown, Prince Edward Island,
this 15th day of April, 1999.

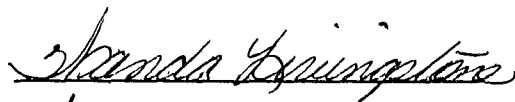
HEALTH NEGOTIATING COMMITTEE

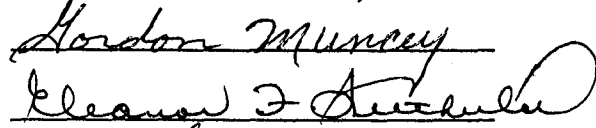


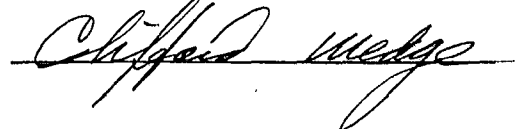




CANADIAN UNION OF PUBLIC
EMPLOYEES







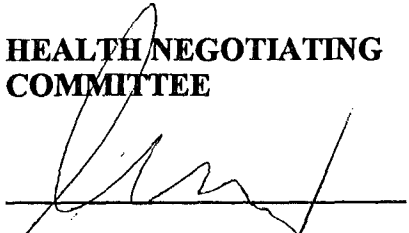
APPENDIX "J"

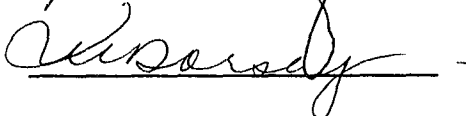
The parties agree that:

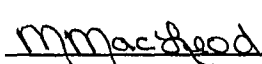
1. There shall be no lay off of permanent employees during the term of this Agreement.
2. In the event the Employer identifies work which requires the movement of an employee, then such transfer shall be accomplished in the following manner:
 - (a) Employees in the work unit from which an employee is to be moved shall have the right of first refusal to the transfer in order of seniority.
 - (b) In the event no employee in the work unit exercises this right to transfer, the junior employee shall be required to move.
3. The transfer required by this provision is to accommodate the no layoff security and does not result in promotion, demotion or posting.
4. Notwithstanding Article 62.1, this provision shall expire on March 30th, 2001.

Dated at Charlottetown, Prince Edward Island,
this 15th Day of April, 1999.

**HEALTH NEGOTIATING
COMMITTEE**







**CANADIAN UNION OF PUBLIC
EMPLOYEES**

