

COLLECTIVE AGREEMENT

between

**PEI ATLANTIC BAPTIST HOMES INC.
(hereinafter called “the Home”)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
Local 5331
(hereinafter called “the Union”)**

April 1, 2022 – March 31, 2025

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ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union; and

1.02 It is now 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 - MANAGEMENT RIGHTS

2.01 All the functions, rights, powers, and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer. These rights include but are not limited to the following:

- (a) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Nursing Home.
- (b) To maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations.
- (c) To hire, transfer, layoff, promote, demote, classify and assign duties.
- (d) To discharge, suspend or otherwise discipline employees for just cause.
- (e) To plan, direct and control the work of the employees and the operations of the Nursing Home.

The rights reserved to management herein are subject to the other provisions of this Agreement and shall be exercised in a manner consistent therewith.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 Bargaining Rights - The Employer recognizes the Canadian Union of Public Employees, Local 5331 as its sole and exclusive collective bargaining agent for all Registered Nurses employed by the Employer at 16 Centennial Drive, Charlottetown except the Director of Nursing, **the Assistant Director of Nursing**, and those positions excluded by s. 7(2) of the *Labour Act*.
- 3.02 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.
- 3.03 No Other Agreements - No employee shall be required or permitted to make a written or verbal agreement with the Employer or **their** representatives which may conflict with the terms of this Collective Agreement.
- 3.04 Union Responsibility - 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 Home'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 **their** work or picketing or otherwise interfering with the Home's business.
- 3.05 Home Responsibility - The Home agrees that there shall be no lockout of employees during the life of this Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 "Employee" means any person in the bargaining unit who is employed by the Employer for remuneration.
- 4.02 A "Permanent Employee" is one who has been in the employ of the Employer in the Bargaining Unit covered by this Agreement and has completed the probationary period.
- 4.03 (a) Full-Time Employees
- A Full-Time Employee is one whose regular hours of work are at least seven and one-half (7 ½) and total at least thirty-seven and one-half (37 ½) hours per week averaged over a four (4) or six (6) week period shall be classified as full time.
- (b) Part-Time Employees

A Part-Time Employees is one who works less than the fully prescribed hours

of work on a recurring and regularly scheduled basis and who has completed the probationary period. Part time employees shall be entitled to all benefits of this collective agreement on a pro-rata basis.

(c) A "casual employee" is one who is not regularly scheduled but is called for work available.

- 4.04 "Temporary Position" means a position that is for a specified period more than three (3) months which is vacant due to: absence of a permanent employee through illness, accident, vacation or approved leave of absence; or created for a special purpose for a fixed period of time. If the position becomes permanently vacant, it shall be posted in accordance with the terms of this Agreement. Permanent part-time employees shall have preference to filling the "temporary" positions. A permanent employee in a temporary position shall continue to have the status of, and be compensated as, a permanent employee. A casual employee in a temporary position shall continue to have the status of, and be compensated as, a casual employee.
- 4.05 "Probationary Employee" means a person as defined in Article 4.02 and 4.03 (a) or (b) who has not completed the probationary period.
- 4.06 "Seniority" is defined as the length of service in the Bargaining Unit since the last date of hire in a permanent position and shall include service with the Employer prior to the certification or recognition of the Union. Last date of hire for the purpose of this Agreement means continuous employment with the P.E.I. Baptist Home uninterrupted due to severance.
- 4.07 "Classification" means the position a person holds, as listed in Schedule "A" of this Agreement.
- 4.08 "Bargaining Unit" means the employees covered by the Certification Order #17-001, issued March 14, 2018 of the Canadian Union of Public Employees, Local 5331.
- 4.09 "Shift Schedule" means a written statement setting forth the days and hours upon which employees are required to work.
- 4.10 "Shift" means the normal consecutive working hours scheduled for each employee which occur in any twenty-four (24) hour period. In each twenty-four (24) hour period, there will normally be three shifts: day, evening and night shift. The first shift of each day shall be the night shift. Any shift commencing between 5 AM - 11 AM shall be the day shift.
- 4.11 For purposes of weekend off, "Week-end" shall mean Saturday and Sunday, excluding the Sunday night shift.

- 4.12 "Shall" is imperative and "May" is permissive.
- 4.13 Words importing male persons include female persons and vice versa.
- 4.14 Words in the singular include the plural and words in the plural include words in the singular.

ARTICLE 5 - PROBATIONARY PERIOD

- 5.01 "Probationary Period" shall be a period of six hundred and seventy-five (675) working hours from the last date of hiring. Upon completion of the probationary period, seniority shall be effective from the last date of hire.
- 5.02 The "Probationary Period" may be extended beyond the six hundred and seventy-five (675) working hours limit. Written notice will be given to the employee and the Union prior to the expiry date of this extension of the probationary period. Such extension shall not exceed one hundred and eighty-seven and one half (187.5) and working hours and shall not be renewable.
- 5.03 During their "Probationary Period", employees shall benefit from all of the provisions in this Collective Agreement unless otherwise specified. The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure.

ARTICLE 6 - PAYMENTS AND BENEFITS OF PART-TIME EMPLOYEES AND TEMPORARY EMPLOYEES

- 6.01 All permanent part-time, casual and temporary employees shall be paid in accordance with Schedule "A".
- 6.02 If a vacancy exists, then a permanent or casual employee, who has completed **their** probationary period, may apply for a position on the permanent staff and shall be given preference over new applicants provided they meet the requirements of the job posting in accordance with the seniority and job posting provisions of this Agreement. If the permanent position is within the same classification and department, no further trial period shall be required.
- 6.03 Casual employees shall be paid at an hourly rate, which is twelve (12) percent greater than the regular rate for which the employee is employed. This calculation allows for pay in lieu of monetary benefits under this agreement.

Casual employees shall be covered by the following articles in this agreement:

Article 1	Preamble
Article 2	Management Rights
Article 3	Recognition
Article 4	Definitions
Article 7	Discrimination
Article 8	Union Security
Article 9	Check-Off
Article 10	New Employees
Article 11	Correspondance
Article 12	Labour Management Committee
Article 13	Bargaining Committee
Article 14	Grievance Procedure (except in respect of discharge)
Article 15	Arbitration (except in respect of discharge)
Article 18	Promotion and Staff Changes
Article 20.01	Hours of Work
Article 20.09	Double Shifts
Article 20.10	Exchange Shifts
Article 20.12	Charge Pay
Article 20.13	Split Shifts
Article 20.14	Rest Periods
Article 20.15	Daylight Savings Time and Standard Time
Article 20.16	Notice of Sicknes
Article 20.17	Training
Article 21	Overtime
Article 23	Injured on Duty (except 23.02)
Article 25.01	Maternity and Parental Leave
Article 26	Inclement Weather
Article 28.02	Time and One Half (1.5X), but no holiday pay
Article 30	Payment of Wages and Allowances
Article 31	Payroll Periods
Article 32	Safety and Health
Article 34	Merger and Amalgamation
Article 35	Establishment or Elimination of a Position
Article 36	Bulletin Boards
Article 37	Conditions of Agreement Continue
Article 38	Job Security
Article 39	Staff Training
Article 40	Continuation of Acquired Rights
Article 41	Term of Agreement
Article 42	Harassment
Schedule "A"	Wages

ARTICLE 7 - NO DISCRIMINATION

7.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay off, 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 **their** membership or activity in the Union or any other reason.

ARTICLE 8 - UNION SECURITY

8.01 Within one week of the signing of this Agreement, all employees of the Employer, within the bargaining unit, shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union upon hire.

ARTICLE 9 - CHECK-OFF OF UNION DUES

9.01 Check-Off Payments - The Employer shall deduct from every employee covered by this Agreement, any monthly dues, initiation fees or assessments levied by the Union in accordance with its Constitution and By-Laws.

9.02 Deductions - Deductions shall be made from each pay period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the twentieth (20th) day of the following month accompanied by a list, in duplicate, of the names; including classifications, department, and the amount of deduction from each employee from whose wages the deductions have been made. A completed form letter as per Appendix "C" shall accompany said list. Union dues shall not be deducted while an employee is on unpaid leave of absence.

ARTICLE 10 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 10.01 a) **Notification of New Employees – The Union shall be notified of the full name, position, classification, and employment status (e.g. full-time, part-time, casual), and start date of all employees hired into the bargaining unit prior to their first day of employment.**
- b) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

10.02 Copies of Agreement - On a monthly basis, the names, department and home phone numbers of the new employees shall be given to the Secretary of the Union in writing. The Employer shall be responsible to provide the new employees with a copy of the collective agreement in either a hard copy or electronic format.

ARTICLE 11 - CORRESPONDENCE

11.01 Correspondence - All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the employer and the Secretary or President of the Union.

11.02 **The Union may request, from time to time, contact information of Employees from the Employer. This will include the Employee's name, mailing address, and telephone numbers. The parties agree the Union has the right to request contact information of individual Employees and providing such information to the Union is not a violation of the Employee's privacy rights. Both parties agree the Union has the right to obtain this information provided the information is used for Union business. When requested, the Employer will provide the information within one week. The parties further agree the Employer cannot assure the Employee's contact information is accurate or current.**

ARTICLE 12 - LABOUR MANAGEMENT COMMITTEE

12.01 Establishment of Committee - A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

12.02 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 employee.
- (b) Improving and extending services to the public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.

12.03 Meetings of Committee - The Committee shall meet bi-monthly or at as such other times as agreed by Chairpersons.

- 12.04 Chairperson of the Meeting - An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.
- 12.05 Minutes of the meeting - 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 Employer and the Union shall provide secretary services on an alternate basis.
- 12.06 Problems arising from minutes – Any resolutions reached at a particular Labour Management Meeting shall be implemented or otherwise appropriately dealt with in advance of the next scheduled Labour Management Meeting.
- 12.07 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 discussion and conclusions.

ARTICLE 13 - EMPLOYER-EMPLOYEE BARGAINING COMMITTEE

- 13.01 Representation - 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 Spokesman. 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.
- 13.02 Union Bargaining Committee - The Local Union Bargaining Committee shall be appointed and consist of not more than two (2) members of the Local Union. The Union will advise the Employer of the Local Union nominees to the Committee.
- 13.03 Function of the Bargaining Committee - All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 13.04 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.

- 13.05 Meeting 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 unless extended by mutual agreement between the parties.
- 13.06 Time Off for Meeting - Any Representative of the Union on the Bargaining Committee who is in the employ of the Employer shall have the right to attend meetings with the Employer held within working hours without loss of remuneration. The foregoing is subject to the reasonable operational requirements of the facility.
- 13.07 Technical Information - The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit and job classifications.
- 13.08 Management Representative - Management shall have the right at any time to have the assistance of a Representative professionally trained and experienced in the field of labour relations to assist when dealing or negotiating with the Union.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.01 The Union shall provide the Employer with a list of union representatives authorized to assist Employees in the grievance process.
- 14.02 No Hindrance
The Employer shall not hinder or restrict an Employee or the representative in any manner which shall impede the investigation or processing of a grievance. No member of the Union shall abuse such rights.
- 14.03 Definition of Grievance - A grievance shall be defined as any dispute arising out of interpretation, application, administration or alleged violation of the Collective Agreement.
- 14.04 Complaint Procedure - If an employee has a complaint, **they**, who may request the assistance of the Local, shall discuss it with the immediate Supervisor within seven (7) calendar days after the circumstances giving rise to the complaint have originated or occurred. The Supervisor shall give **their** reply within five (5) working days after receiving the employee's complaint. Failing settlement, the grievance

may be lodged by the union within two (2) working days following the reply of the immediate Supervisor.

14.05 Settling of Grievance - An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1 - The aggrieved employee(s) will submit the grievance to **their** Local. At each step of the Grievance Procedure, the grievor shall have the right to be present.

Step 2 - If the Union consider the grievance to be justified, **they** will seek to settle the dispute with the Employer who shall convene a meeting of the parties, within ten (10) working days of receiving the grievance, to hear the grievance and to render a decision. The decision shall be rendered within ten (10) working days of the meeting.

Step 3 -Failing a satisfactory settlement being reached the Union may refer the dispute to arbitration within ten (10) working days of the receipt of the reply at Step 2.

14.06 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union or the Employer has a grievance, either of the parties may file a Policy Grievance on the matter(s). Policy grievances shall be initiated at step 2 of the grievance procedure, such grievances shall be filed within ten (10) working days of the events giving rise to the grievance.

14.07 Union May Institute Grievance - The Union and its Representatives shall have the right to originate a grievance on behalf of an employee or groups of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

14.08 Grievance on Safety - An employee or group of employees, who is/are required to work in unsafe or in unhealthy conditions shall have the right to file a grievance and such grievance shall receive preferred handling to ensure a speedy settlement.

14.09 Replies in Writing - Replies to grievances stating reasons shall be in writing at all stages.

14.10 Mutually Agreed Changes - 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 Local Union and the Employer.

- 14.11 Time Limits: If at any point in the grievance process the specified time limits have not been followed, the alleged grievance shall be deemed to have been abandoned and cannot be re-opened. The specified time limits may be extended through mutual agreement of both parties and shall be confirmed in writing whenever possible.
- 14.12 The Employer shall have the right to institute a grievance with the Union within ten (10) working days of the alleged grievance. Failing a satisfactory settlement being reached within ten (10) working days, the Employer may refer the dispute to arbitration and such referral shall take place within ten (10) working days.

ARTICLE 15 - ARBITRATION

- 15.01 In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator. When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement, indicating the name of the proposed arbitrator. Within ten (10) days thereafter, the other party shall reply in writing to the opposite party indicating concurrence on the proposed arbitrator or proposing an alternate name.
- 15.02 Failure to Appoint - If within thirty (30) days of the referral to arbitration, the Union and the Employer fail to agree upon the appointment of an arbitrator, either party may apply to the Minister responsible for the *Labour Act* for appointment of the arbitrator in accordance with the provisions in the *Labour Act*.
- 15.03 Board Procedure - The Arbitrator shall determine **their** own procedure but shall give full opportunity to all parties to present evidence and make representations. In attempts at justice, the arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. The arbitrator shall hear and determine the difference or allegation and render a decision within ninety (90) days from the time they are appointed, or such further period as agreed by the parties.
- 15.04 Decision of the Board - The decision of the arbitrator shall be final, binding and enforceable on all parties and may not be changed. The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the arbitrator shall have the power to dispose of a grievance by any arrangement which **they deem** just and equitable.
- 15.05 Disagreement on Decision - Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.
- 15.06 Expenses of the Board - Each party shall pay:

One-half (½) of the fees and expenses of the arbitrator.

- 15.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties.
- 15.08 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. 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. Each party shall pay the expenses of its own witnesses.

ARTICLE 16 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 16.01 Discharge Procedure - An employee who has completed **their** probationary period may be dismissed, but only for just cause, and only upon the authority of the Employer. When an employee is discharged or suspended, **they** shall be given the reason in the presence of Local representation. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 16.02 Unjust Suspension or Discharge - An employee who has been unjustly suspended or discharged shall be immediately reinstated in **their** former position without loss of seniority. **They** shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period next preceding such discharge 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 arbitrator.
- 16.03 Warnings - Whenever the Employer or **their** authorized Agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring **their** work up to a required standard by a given date, the employer shall, within ten (10) days thereafter, give written particulars of such censure to the President of the Local, with a copy to the employee involved.
- 16.04 Adverse Report - The Employer shall notify an employee in writing of any expression of dissatisfaction concerning **their** work within ten (10) working days. **A** copy shall be forwarded to the President of the Local. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of **their** work record for use against **them** at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to **their** work.
- 16.05 The employee's reply to such complaint, accusation or expression of

dissatisfaction shall become part of **their** record. The record of an employee shall not be used against **them** at any time after eighteen (18) months discipline free following a suspension or disciplining action, including letters of reprimand or any adverse reports. Following eighteen (18) months discipline free of the accusations or expression of dissatisfaction, these records shall be removed from the employee's file.

ARTICLE 17 - SENIORITY

- 17.01 Seniority Defined (Type of Seniority Unit) - Seniority is defined as the length of service in the bargaining unit since the last date of hire in a permanent position and shall be used in determining preference or priority for promotions, transfers, demotions, pick up of extra shifts other than overtime shifts, layoffs and recalls. Seniority shall operate on a bargaining unit wide basis.
- 17.02 Seniority List - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards three (3) times a year, no later than the end of January, May and September of each year.
- 17.03 Probation of Newly Hired Employees - Newly hired employee(s) shall be on a probationary basis for six hundred and seventy-five (675) working hours. After completion of the probationary period, the Secretary or President of the Union will be notified, and seniority shall be effective from the last date of hire
- 17.04 Loss of Seniority - An employee shall only lose **their** seniority in the event:
- (a) **They are** discharged for just cause and **are** not reinstated.
 - (b) **They resign.**
 - (c) **They are** absent from work without notifying the Home unless such notice was not reasonably possible.
 - (d) **They are** suspended for just cause, in which event the loss of seniority shall be for the period of suspension.
 - (e) **They are** laid off for a period longer than twelve (12) consecutive months.
 - (f) Having been laid off, **they fail** to return to work within two (2) weeks of recall.
 - (g) Abuse of sick leave policy may result in the employee being suspended or discharged.
 - (h) **They overstay** a permitted leave of absence without sufficient cause or

without notifying the Employer, unless such notice was not reasonably possible.

- (i) **They utilize** a leave of absence for purposes other than those for which the leave may have been granted.

17.05 Transfers and Seniority Outside Bargaining Unit - No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred to a position outside of the bargaining unit, **they** shall retain **their** seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If such an employee returns to the bargaining unit, **they** shall be placed in a job consistent with **their** seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

17.06 **Notwithstanding Articles 17.01 and 17.02, Casual employees will accrue seniority based on all hours worked. Casual employees will be placed on a separate seniority list. Article 17.04 will apply to Casual employees subject only to the addition that a casual employee may lose their seniority and will have been deemed to resigned their position in the event the Casual employee fails to work a shift with the Employer within ninety (90) days. For clarity, a Casual employee that does not work a shift in ninety (90) days will lose their seniority and will be deemed to have resigned unless they are on an approved leave of absence. An up-to-date Casual seniority list will be provided to the Union and posted on bulletin boards three (3) times a year no later than January, May and September each year.**

ARTICLE 18 - PROMOTION AND STAFF CHANGES

18.01 Job Posting - When any vacancy occurs or a new position is created within the bargaining unit which the Employer intends to fill, the Employer shall post notice of the position on bulletin boards for a minimum of ten (10) days.

18.02 Information on Posting - Such notice shall contain the following information: Nature of position, qualifications, relevant experience, satisfactory attendance, required knowledge and education, skills, shift or salary rate or range and defined position. Such qualifications shall not be established in an arbitrary or discriminatory manner.

18.03 The Employer may, at the same time as the posting is made, advertise outside for additional employees, but no outside applications shall be considered until all applications from within the bargaining unit have been considered and it is found that there is no qualified applicant from within the bargaining unit.

18.04 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 and a copy will be given to

the secretary of the Union.

18.05 Role of Seniority in Promotions and Transfers - Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) 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, experience and ability. Every effort shall be made for appointment from within the bargaining unit within ten (10) working days of posting. But in any event, appointments from within the bargaining unit shall be made within four (4) weeks of the posting.

18.06 Trial Period - The successful applicant shall be placed on trial in a new classification for a period of up to three hundred (300) working hours. This trial period may be extended 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 (300) working hours. 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, **they** shall be returned to **their** former position, wage or salary and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to **their** former position, wage or salary.

ARTICLE 19 - LAY-OFFS AND REHIRING

19.01 In the event of lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority provided the remaining employees have the required qualifications, ability and suitability for the remaining positions.

19.02 The Employer shall notify employees, who are regularly scheduled to be laid off, ten (10) working days prior to the effective date of lay-off.

If the employee has not had the opportunity to work the ten (10) working days as provided in this article, **they** shall be paid for the days for which work was not made available.

19.03 Employees shall have bumping rights in accordance with their seniority. The right to bump shall include the right to bump up, providing the senior employee has the ability to perform the job.

19.04 Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the qualifications, ability and suitability to perform such jobs. The Employer shall give notice of recall by registered mail to the last

recorded address of the employee. The employee shall keep the Employer advised at all times of **their** current address. The employee shall return to work within seven (7) calendar days from the time that **they receive** notice of recall unless, on reasonable grounds, **they are** unable to do so.

19.05 No new employees shall be hired until those laid off have been given the opportunity to recall. Laid-off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to lay-off and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the employee and sent to the Union.

19.06 The right of laid off employees to benefits under this Agreement shall continue for a period of three (3) months. In the event of a longer lay-off, employees affected shall have the right to continue coverage by making direct payments.

Where a laid off employee fails to pay the total of their required premiums (i.e. 50/50 for the first three (3) months and 100% for each month of their lay off thereafter) when due, or fails to maintain their required premiums each subsequent month thereafter, for the Group Life Insurance and Medical Health Plan, including Pension, pursuant to Article 34, the employee shall have their benefits described herein temporarily suspended. Should the employee have their benefits herein temporarily suspended as a result of non-payment of premiums owing, the employee shall not rejoin the above noted plans until they are recalled and return to work. Such rejoining shall be subject to the conditions of the respective plan(s) at the time. Once reinstated, employees shall make suitable arrangements regarding outstanding premiums due.

19.07 The Employer agrees to maintain as many full-time positions as possible.

19.08 On a present incumbent only (PIO) basis, there shall be no reduction of permanent employees in the R.N. classification employed as of the date of the signing of this agreement, except through natural attrition.

19.09 "Lay-Off" means the termination of employment of an employee because of lack of work or because of the abolition of a post and recall rights will lapse if the lay-off lasts more than twelve (12) consecutive months.

ARTICLE 20 - HOURS OF WORK

20.01 The regular daily hours of work in each shift shall be 7.5 hours excluding the meal period of thirty (30) minutes.

An employee working as the only Registered Nurse on a night shift shall be permitted to take a meal break, but may not leave the worksite. **They** shall be paid for **their** meal break at straight time.

20.02 Notwithstanding Article 3.03, full-time and permanent part-time employees shall receive two (2) consecutive days off in each pay period unless otherwise mutually agreed upon between the Employer and the employee(s) and shall be planned in such a way as to equally distribute **free weekends** as detailed in Article 20.03.

20.03 The Employer shall provide every third weekend off to full-time and permanent part-time employees and shall make every reasonable effort to provide every second weekend off where feasible to do so. Such employees shall not work more weekends than those agreed above, unless otherwise mutually agreed between the Employer and the employee. This paragraph does not apply from December 15th to January 15th of any two (2) consecutive calendar years.

20.04 The Employer's working schedule shall be posted at least four (4) weeks in advance. The employee concerned shall be notified at least twenty-four (24) hours in advance if a change is made in the schedule. If an employee is not notified of such change and reports for work on any shift then that employee will be compensated at the time and one half (1.5x) rate for that shift, provided the employee remains to work the shift.

20.05 By mutual agreement between the Employer and the employee, an employee may agree to work on a fixed evening or night shift only.

In the interests of creating rotating shift work in the future, as existing employees or fixed shifts terminate, newly hired employees shall not have the privilege of working on fixed day shifts.

20.06 No employee shall be required to work more than six (6) consecutive shifts without days off, unless otherwise mutually agreed.

20.07 There shall be at least sixteen (16) hours between shifts unless otherwise agreed to by mutual consent.

20.08 An employee shall not be required to work a double shift without **their** consent except in the case of an emergency. An emergency is defined by any situation where the safety of residents is threatened or the absence of the employee would result in the facility falling below standards required of its **license**. All hours worked on the second (2nd) shift shall be at **the double time (2 x) rate. The parties agree the double time rate will continue until the employee is permitted to leave.**

20.09 Employees may exchange their days off with the consent of the Employer. The Employer shall not be responsible or liable for overtime claims that may arise or accrue as a result of the exchange.

20.10 Shift and Weekend Premiums

- (a) A shift differential premium of three dollars and **25 cents (\$3.25)** per hour shall be paid to an Employee for work performed between 1700 hours and 0800 hours, providing the majority of the Employee's shift falls within this time period.
- (b) A weekend premium of **twenty two dollars (\$22.00)** per shift shall be paid to an Employee for all hours worked between 2300 hours Friday and 0800 hours Monday providing the majority of the Employee's shift falls within this period.
- (c) The weekend premium shall be paid in addition to the shift differential premium.
- (d) Shift differential and weekend premiums shall, where applicable, be paid in addition to overtime and statutory holiday pay.

20.11 Charge Pay: The RN Supervisor working as the sole RN in the facility on the night shift shall be paid an extra **thirty dollars (\$30.00) per shift** for assuming responsibility of being in charge of the facility.

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

20.13 All employees shall be permitted a fifteen (15) minute rest period both in the first and second half of their work days. The break time shall be twenty (20) minutes in the case of an 11.25 hour shift.

20.14 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.

20.15 As far as is reasonably possible, an employee who calls in sick, will provide as much notice as possible, but in no case shall the notice be less than two (2) hours in the case of a day shift or four (4) hours in the case of an evening or night shift.

20.16 Training: An employee who is required by the Employer to acquire training, that employee shall be paid at the regular rate for all hours spent at the training session.

ARTICLE 21 - OVERTIME

21.01 Overtime Defined

- a) A Permanent Employee who works in excess of seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week averaged over a four (4) week period shall be paid at time and one-half (1.5) **their** hourly rate of pay.
- b) A Casual Employee who works in excess of seven and one-half (7.5) hours per day or seventy-five (75) hours in a pay period shall be paid at time and one-

half (1.5) **their** hourly rate of pay.

21.02 Overtime shall not be granted unless it is authorized by the Employer or someone authorized to act on **their** behalf.

21.03 Overtime shall be compensated for at the rate of time and one-half.

21.04 Employees shall not be required to drop regular hours to equalize for overtime worked. However, by mutual consent between the Employer and the employee, days off in lieu of overtime may be allowed. Such lieu time off will be at time and one-half.

21.05 Overtime opportunities shall be offered in order of seniority amongst those employees of the same classification who have indicated they wish to be offered overtime work. Interested employees shall advise each fiscal year whether they wished to be offered overtime shifts. The parties agree that periods of contiguous overtime of three hours or less shall not be a factor in the equitable distribution of overtime.

21.06 For purposes of recording overtime, the following conditions shall apply:

- 1) 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.
- 2) Overtime beyond the limits of (1) above shall be calculated to the nearest half ($\frac{1}{2}$) hour.
- 3) Any employee who is called in and required to work outside **their** regular hours, whether before or after **their** regular hours for that day, shall be paid for a minimum of three (3) hours at the applicable overtime rate, whether work is performed, provided however, the employee called reports for work in person. Call back pay must be authorized by the Department Head or **their** authorized delegate.

ARTICLE 22 – UNIFORMS

22.01 (a) Full-time employees shall be paid a Dry Cleaning allowance of fourteen dollars (\$14.00) per month and part-time employees shall be paid an allowance of fourteen dollars (\$14.00) a month on a pro-rata basis with a minimum of seventy (\$70.00) per year.

(b) The allowance will be paid annually in a lump sum with the second pay period

ending in October. The allowance shall be paid only to those employees who have completed their probationary period.

ARTICLE 23 - INJURED ON DUTY

23.01 An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injuries, shall receive payment for the remainder of the shift or work day at **their** regular rate of pay, without deduction from sick leave, provided that a doctor states the employee is unfit for further work on that shift or work day.

23.02 An employee who is receiving compensation under the Worker's Compensation Act shall continue to earn the benefits of this Agreement, save and except Statutory Holidays. The Employer shall pay on behalf of the employee on Compensation, the full cost of the life insurance and Health and Dental Benefit premiums for a period of twenty-six (26) weeks of any leave of absence of any twenty-six (26) weeks or longer. Following the initial twenty-six (26) weeks of leave, the employee may elect to continue in the benefits plan for the balance of the leave but shall be responsible for 100% of the premiums.

The provisions of this article 23.01 and 23.02 shall be limited to compensable injuries arising in the course of employment with the Employer.

23.03 The absence of an employee who is receiving compensation benefits under the Worker's Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.

23.04 The leave of absence shall not exceed twenty-four (24) months and shall be reviewed at the conclusion of the leave with the Worker's Compensation Board, but if as a result of the review, medical opinion advises that the employee will be able to return to work within the next three (3) months, then the leave of absence shall be extended for this period. If, as a result of the medical examination, the employee is found to be physically unfit to carry out the functions of the position **they occupy**, then:

- a) The employer shall explore whether any reasonable accommodation can be made to enable the employee to return; and
- b) Should **their** condition be such that **they are** unable to fulfil the functions of any position, then **their** employment may be terminated.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Leave of absence with pay and without loss of seniority shall be granted upon

request to the Employer to not more than two (2) employees elected or appointed to represent the Union at Union Conventions and the Union shall reimburse the Employer for receipt of such pay and benefits. Such leaves shall be subject to operational requirements.

The Union shall notify the Employer two (2) weeks in advance.

24.02 One union member shall be selected by their Union to represent their Local Union during arbitration cases, or while processing grievances for arbitration, shall be granted leave of absence with pay and without loss of seniority, provided the proceedings are held on the employee's scheduled shift.

24.03 Subject to operational requirements, leave of absence with pay and without loss of seniority shall be granted, upon request to the Employer, 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 and benefits.

Such a bill shall be forwarded to the Union at the end of every month and such bill is to be paid within thirty (30) days. The Union shall notify the Employer two (2) weeks in advance.

24.04 Subject to operational requirements, leave of absence with pay and without loss of seniority shall be granted upon request, to the Employer, 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 and benefits.

24.05 Leave of absence for reasons other than those stated above may be granted after application to the Administrator. When such leave exceeds fifteen (15) days and the employee wishes to return from such leave, **they** shall give advance notice of at least fifteen (15) days. Subject to operational requirements, such leaves will not be unreasonably withheld.

24.06 Each individual employee will not be required to secure **their** own replacement for such leaves.

24.07 The Employer shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any Court. The Employer shall pay such an employee the difference between **their** normal earnings and the payment **they receive** for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Scheduled time spent by an employee required to serve as a court witness in any matter arising out of **their** employment shall be considered as time worked at the appropriate rate of pay.

24.08 Where no one other than the employee can provide for the needs of an immediate member of **their** family during illness, the employee shall be entitled, after notifying **their** immediate Supervisor, to use a maximum of twelve (12) sick days paid leave per year, where the employee's sick leave bank is not reduced to less than seventy-five (75) days as a result. Should this leave reduce the employee's sick leave bank below seventy-five (75) days or should the employee already have less than seventy-five (75) days in their sick leave bank, such employees shall only be entitled to a maximum of six (6) sick days paid leave per year under this article. A paper signed by a qualified medical practitioner may be required.

24.09 **An employee shall be granted five (5) consecutive work days leave, one of which is the day of the funeral, without loss of pay and benefits in the case of death of a parent, brother, sister, child, step-child, spouse, common-law spouse, same-sex partner, mother-in-law, father-in-law, grandchild or any other family member residing in the same household as the employee.**

Three (3) days leave without loss of pay and benefits shall be granted in the case of grandparents, grandparent-in-law, sister-in-law, brother-in-law and fiancé. Where the burial occurs outside the Province, such leave shall also include reasonable travel time not to exceed five (5) days. Two (2) days leave without loss of pay and benefits shall be granted in the case of step-brother, step-sister and step-parent.

One (1) day leave without loss of pay and benefits shall be granted to enable an employee to attend the funeral of an aunt or uncle in the event the funeral occurs during the employee's scheduled hours of work.

24.10 In the case of serious illness of a parent, wife, husband, brother, sister, child or any other relative who has been residing in the same household, unpaid compassionate leave of up to seven (7) days shall not be unreasonably withheld. Where the illness occurs outside the Province, such leave shall also include reasonable travelling time not to exceed ten (10) days, provided that entitlement shall depend on particular circumstances.

24.11 **The Employer will grant leave to an Employee experiencing domestic violence in accordance with *Employment Standards Act*. The Employee may also request additional leaves in accordance with the Collective Agreement and such requests will not be unreasonably denied. The Employer will consider the Employee's circumstances (including, without limitation, the need for medical leave, power imbalances in the Employee's personal relationships, the need to secure new living accommodations) in considering the leave request.**

ARTICLE 25 – MATERNITY/PARENTAL LEAVE

25.01 Length of Maternity Leave

Maternity/Parental leave shall be granted in accordance with the *PEI Employment Standards Act*.

- 25.02 Seniority Status During Maternity Leave - The employee, while on maternity leave, shall continue to accrue seniority and shall maintain all accrued benefits. During the initial twenty-four (24) weeks leave, the employee may continue any cost-sharing benefits with the Employer. Should the leave extend beyond the twenty-four (24) weeks the employee may continue any benefits by arranging for full payment, if **they wish** to continue such benefits.
- 25.03 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.
- 25.04 Procedure Upon return from Maternity, Parental & Adoption Leave – The employee, on returning to work after maternity, parental or adoption leave, shall provide the Employer with at least three (3) week's notice. On returning from maternity, parental or adoption leave, the employee shall be placed in **their** former position. If the former position no longer exists, **they** shall be placed in an equivalent position in **their** department.
- 25.05 Paternity Leave – An employee shall be entitled to one (1) day leave of absence with pay on the occasion of their partner/spouse giving birth to **their** child.

ARTICLE 26 - INCLEMENT WEATHER

- 26.01 1) The Nursing Home 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 to the best of their ability.
- 2) Time lost by an employee, as a result of absence or lateness due to storm conditions, 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 **their** 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.

- 3) All employees shall receive similar treatment. No discrimination is to be practised regarding individual or personal situations, e.g. place of residence, family responsibilities, transportation problems, car pools, etc.
- 4) 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.

ARTICLE 27 - VACATIONS

27.01 As of June 30th each year, employees shall be granted vacation with pay as follows:

- (i) Employees with less than one (1) year service; one and one-quarter (1 1/4) days per month to a maximum of fifteen (15) days per annum.
- (ii) Employees with more than one (1) year but less than six (6) years; fifteen (15) working days [twenty-one (21) calendar days] per annum.
- (iii) Employees with more than six (6) years but less than seventeen (17) years service; twenty (20) working days [twenty-eight (28) calendar days] per annum.
- (iv) Employees with more than seventeen (17) years but less than twenty-five (25) years service; twenty-five (25) working days [thirty-five (35) calendar days] per annum.

Employees with more than twenty-five (25) years of service; thirty (30) working days per annum.

27.02 Vacation shall be earned from the last date of hire. Permanent part-time, and temporary employees shall be entitled to vacation on a pro-rata basis.

27.03 Eligibility - So that the length of service will be appropriately recognized, the following graduated schedule of vacation eligibility will apply.

- 1) Employees with less than six (6) months continuous service earn but do not receive vacations.

27.04 Every effort will be made to grant vacation in one continuous period. Nevertheless, each employee shall receive a minimum of two (2) weeks continuous vacation, if **they have** at least such amount accrued to **their** credit, unless otherwise mutually agreed between the Employer and the employee.

27.05 Employees shall be allowed to carry over fifteen (15) vacation days from one

vacation year to the next. Otherwise vacations are not cumulative **and** cannot be postponed until the following year unless there have been exceptional circumstances beyond the control of the employee which cause postponement. In such an event, a written request of a holdover must be approved by the Administrator.

27.06 All vacation leaves must be approved prior to the commencement of such leave by the Home as operational requirements permit. Such approval would not unreasonably be withheld.

27.07 An employee whose employment is terminated for any reason shall be paid with **their** final pay an amount equivalent to any vacation which may have accrued to **their** benefit.

27.08 An employee hospitalized or confined to bed on doctor's orders during their 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. **They** shall have **their** vacation days rescheduled at a later date.

ARTICLE 28 - HOLIDAYS

28.01 Full-time employees, shall receive one (1) day (7.5 hours) paid leave for each of the following holidays each year:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Floating Day
Easter Sunday	Islander Day
National Day for Truth and Reconciliation	

and all other days proclaimed by the Provincial. The floating holiday shall be granted each full-time 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, **they** shall be eligible to take that earned floating holiday after February 1st of the following year.

28.02 Any employees scheduled to work on any holidays as defined in Article 28.01 of this Agreement, will be compensated for all time worked at one and one-half (1 1/2) times the regular rate in addition to their holiday pay entitlement. Should an

employee not want to receive this compensation as pay, such employee shall have the right to bank this compensation as time off in lieu of pay.

28.03 If the holiday falls on an employee's scheduled day off, **they** 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 employee's regular days off, unless otherwise mutually agreed.

28.04 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 three (3) consecutive days off. This period of three (3) 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 department head.

Any work performed Christmas Day shall be at double time. Registered Nurses working the evening shift on December 24th shall receive pay at time and one half (1 ½) the regular rate of pay.

28.05 If an employee is requested to work on a holiday when **they were** not scheduled to work and works, **they** shall receive pay for that day at one and one-half (1 1/2) times the regular hourly rate and **they** shall have **their** holiday rescheduled.

28.06 Part-Time Employees are entitled to paid statutory holidays on a proportionate basis to time worked. A Part-Time Employee shall **have their** statutory holidays scheduled at a time mutually agreed between the Employer and the Employee, or pay at the request of the Employee. If the statutory holidays have not been scheduled or paid out prior to March 31st of each year, any remaining statutory holiday time shall be paid out in April. Notwithstanding the foregoing, Part-Time Employees may carry over a maximum of eleven and one quarter (11.25) hours of statutory holidays, if requested in writing.

ARTICLE 29 - SICK LEAVE

29.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Worker's Compensation Act.

29.02 Each employee shall accumulate sick leave credits at the rate of one and one-half (1 1/2) working days per month for each month of continuous employment up to a maximum of two hundred and fifteen (215) days.

- 29.03 Part time **employees** shall accrue sick leave on a pro-rata basis
- 29.04 For the purpose of computing sick leave accumulation, all leave with pay shall be counted as working days. Employees receiving Worker's Compensation benefits shall accrue sick leave for the initial three (3) months of leave based on their full-time equivalent guarantee.
- 29.05 When a holiday under Article 28 occurs while an employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that days except in cases where the employee has been on leave for greater than fourteen (14) consecutive calendar days.
- 29.06 For any reported illness in excess of three (3) consecutive working days, 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.
- 29.07 Where an illness is considered by the Employer to be caused due to the use of alcohol, cannabis 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 a leave of absence without pay in accordance with the Agreement. Upon return to work, the employee will be reinstated in **their** former position.
- 29.08 However, where an employee has accumulated sick leave to their credit, such employee shall be entitled to be granted sick leave with pay in accordance with this agreement to undertake a full treatment and rehabilitation program under this paragraph.
- 29.09 Retirement Allowance – Each permanent employee who retires at age fifty five (55) or older shall be entitled to a retirement allowance calculated as follows:
- Total earnings in the most recent period of continuous employment with the employer multiplied by 1.68%
- 29.10 Disability – A permanent employee who is forced to permanently cease employment as a result of permanent disability shall be entitled to claim a retirement allowance without reduction as result of their age. Disability in relation to Article 29.10 shall be determined by qualifying under the Canada Pension Plan Disability guidelines.

ARTICLE 30 – PAYMENT OF WAGES

- 30.01 The Employer shall pay wages and salaries in accordance with Schedule "A" attached hereto and forming part of this Agreement to all employees.

Increments

30.02 Service Credits for Steps in Pay

- (a) New Permanent or Casual Employees of an Employer will be employed at the following steps in the salary scale provided not more than five (5) years have elapsed since such experience was obtained. One year of experience shall be equivalent to nineteen hundred and fifty (1950) paid hours. The Employee shall be responsible to provide evidence of prior experience in a form acceptable to the Employer.

- (b) Employees with the following service credits shall be paid at the following step increments:
 - (i) an Employee who has completed less than one (1) year (nineteen hundred and fifty (1950) hours) of nursing service in a similar classification, including casual and temporary nursing service, shall be hired at step one (1) of the salary scale;
 - (ii) an Employee who has completed one (1) year of nursing service in a similar classification (nineteen hundred and fifty (1950) work hours), including casual and temporary nursing service, shall be hired at step two (2) of the salary scale;
 - (iii) an Employee who has completed two (2) years of nursing service in a similar classification (thirty nine hundred (3900) work hours), including casual and temporary nursing service, shall be hired at step three (3) of the salary scale;
 - (iv) an Employee who has completed three (3) years of nursing service in a similar classification (fifty eight hundred and fifty (5850) work hours), including casual and temporary nursing service, shall be hired at step four (4) of the salary scale;
 - (v) an Employee who has completed four (4) years of nursing service in a similar classification (seventy eight hundred (7800) work hours), including casual and temporary nursing service, shall be hired at step five (5) of the salary scale;
 - (vi) an Employee who has completed five (5) years of nursing service in a similar classification (ninety seven hundred and fifty (9750) work hours), including casual and temporary nursing service, shall be hired at step six (6) of the salary scale.

30.03 Following employment, employees shall be entitled to a pay increment upon completion of each nineteen hundred and fifty (1950) paid hours, until the Employee has reached the maximum rate of pay for that classification. Such increases are payable on the first pay period after the effective date. The computation of hours shall not include overtime.

30.04 Credits for nursing service in positions other than that applied for shall be considered on an individual basis

30.05 Compensation on Promotion or Reclassification

In the case of promotion or reclassification to a higher classification, the salary to be paid to the Employee shall be at least one full increment higher than the position from which **they were** promoted or reclassified.

ARTICLE 31 - PAYROLL PERIODS

31.01 Pay periods shall be bi-weekly. Pay days shall be every second **week** by direct deposit.

ARTICLE 32 - SAFETY AND HEALTH

32.01 1) The Union shall be entitled to appoint one member to the Health and Safety Committee.

2) All employees working in an unsanitary or dangerous capacity shall be supplied with all necessary tools, safety equipment and protective clothing when needed.

3) 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.

4) The Safety and Health Committee shall be scheduled at least once a month.

ARTICLE 33 - GROUP LIFE INSURANCE / MEDICAL HEALTH PLAN / RRSP / RETIREMENT FUND

33.01 With respect to all **Permanent** Employees, the Employer agrees to pay fifty percent (50%) of the premium of a Group Life Insurance Plan for twenty-five thousand dollars (\$25,000.00).

33.02 With respect to all **Permanent** Employees, the Employer agrees to pay fifty percent

(50%) of the premium of a Medical Health and Dental Plan. Participation is required for all new employees unless covered by a spousal plan.

33.03 (a) During leaves without pay, except as provided in Article 23.02, the **Permanent Employee** shall be eligible to continue in the insurance plans subject to paying the premiums for life insurance, health and dental plans.

(b) **Permanent Employees** on an approved leave pursuant to the *Employment Standards Act* shall be eligible for cost sharing of premiums for life insurance, health and dental plans. Maternity, parental, military and WCB leaves shall be excluded from this provision.

(c) Where an employee on leave without pay fails to pay the total of their required premiums or fails to maintain their required premiums each subsequent month thereafter, for the Group Life Insurance and Medical Health Plan, the employee shall have their benefits described herein temporarily suspended. Should the employee have their benefits herein temporarily suspended as a result of non-payment of premiums owing, the employee shall not rejoin the above noted plans until they return to work. Such rejoining shall be subject to the conditions of the respective plan(s) at the time. Once reinstated, employees shall make suitable arrangements regarding outstanding premiums due.

33.04 The employer shall include on each employee's pay stub a list of the employee's contributions to 1) "Group Life Insurance Plan" and 2) "Health & Dental Plan". The pay stub shall include the contributions for that pay period and "Year to Date (YTD)" total.

33.05 Effective the first full pay period following signing, the parties agree to implement the NHRIPP Pension Plan at the rate of nine percent (9.0%) four and one-half percent (4.5%) Employer contribution annually and four and one-half percent (4.5%) Employee contribution annually) of an employee's gross pay. Participation in the NHRIPP shall be mandatory for all employees. The NHRIPP shall be implemented as soon as possible following the signing of this agreement and the "Participation Agreement" for the NHRIPP and signed by the Employer and Union shall be included as an Appendix to this agreement and form part of the collective agreement.

ARTICLE 34 - MERGER AND AMALGAMATION

34.01 In the event the Employer merges or amalgamates with any other body, the merger and amalgamation shall be subject to the successor rights provisions of the *Labour Act*.

ARTICLE 35 - ESTABLISHMENT OR ELIMINATION OF A POSITION

35.01 Establishment of New Position - When any new position not covered by Schedule "A" and within the confines of the certification orders is established during the lifetime of this Agreement, the rate of pay shall be subject to negotiation between the Employer 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.

ARTICLE 36 - BULLETIN BOARDS

36.01 The Employer will provide a bulletin board for the posting of notices.

ARTICLE 37 - CONDITIONS OF AGREEMENT CONTINUE

37.01 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 an Agreement has been reached in respect of a renewal, amendment or substitution.

ARTICLE 38 - JOB SECURITY

38.01-Restrictions on Contracting Out – The Employer shall not contract out any work performed by the members of the bargaining unit if it results in a lay-off of a member of the bargaining unit.

38.02 The Employer is to provide up-to-date job descriptions within sixty (60) days of the signing of this Collective Agreement. These job descriptions shall become the recognized job descriptions.

38.03 Existing classifications shall not be eliminated or changed without notification to the Union.

ARTICLE 39 - STAFF TRAINING

39.01 The Employer shall provide paid leave and up to \$250.00 funding per calendar year for staff education that pertains to their employment (workshops and Geriatric Nurse Certifications). The \$250 allowance shall increase to \$300 in 2021. The granting of paid leave shall be subject to operational requirements and shall be at the discretion of the Employer.

ARTICLE 40 - CONTINUATION OF ACQUIRED RIGHTS

40.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. In any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event, the affected portion of the Agreement shall be reopened for negotiation.

ARTICLE 41 - TERM OF AGREEMENT

41.01 This agreement shall come into force and be binding upon both parties from **April 1, 2022 to March 31, 2025**. This agreement 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.

41.02 Should negotiations extend beyond the anniversary date of the Agreement, any revision in terms shall, unless otherwise specified, apply retroactively to that date.

41.03 All **current** employees working on a permanent, permanent part-time, temporary 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 for all hours paid from the date of expiry until the date of signing of the new agreement. **Retroactive payments will be made within one hundred and twenty (120) days of signing of the Collective Agreement.**

41.04 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 thirty (30) calendar days from the signing of this Agreement.

ARTICLE 42 – HARASSMENT

42.01 The Employer agrees that the workplace shall be free from harassment.

ARTICLE 43 – WORKPLACE VIOLENCE

43.01 The Employer recognizes there may be occasions where violence in the workplace occurs. The Employer will take reasonable steps to ensure Employees are not subject to workplace violence.

43.02 In the event the workplace violence originates from a resident, the Employer agrees to review the protocols associated with the resident within a

reasonable amount of time.


43.03 The Employer and the Union may also engage the Occupational Health and Safety Committee to review any incidents of workplace violence.

DATED this day of Charlottetown, Prince Edward Island, this 21 day of December, 2024.

PEI ATLANTIC BAPTIST HOMES INC.

CUPE LOCAL 5331





APPENDIX "A"

WAGE GRID

	Current	April 1, 2022	February 1, 2023	October 1, 2023	April 1, 2024	October 1, 2024
RN Supervisor		2.00%	3.00%	2.00%	1.75%	4.00%
Year 1	\$34.68	\$35.37	\$36.43	\$37.16	\$37.81	\$39.32
Year 2	\$36.42	\$37.15	\$38.26	\$39.03	\$39.71	\$41.30
Year 3	\$38.14	\$38.90	\$40.07	\$40.87	\$41.59	\$43.25
Year 4	\$39.85	\$40.65	\$41.87	\$42.71	\$43.46	\$45.20
Year 5	\$42.05	\$42.89	\$44.18	\$45.06	\$45.85	\$47.68
Year 6	\$43.29	\$44.16	\$45.48	\$46.39	\$47.20	\$49.09
Clinical Resource Nurse						
Year 1	\$37.50	\$38.25	\$39.40	\$40.19	\$40.89	\$42.53
Year 2	\$39.14	\$39.92	\$41.12	\$41.94	\$42.67	\$44.38
Year 3	\$40.87	\$41.69	\$42.94	\$43.80	\$44.57	\$46.35
Year 4	\$42.75	\$43.61	\$44.92	\$45.82	\$46.62	\$48.48
Year 5	\$44.62	\$45.51	\$46.88	\$47.82	\$48.66	\$50.61
Year 6	\$46.16	\$47.08	\$48.49	\$49.46	\$50.33	\$52.34

- a) Employees have received a 3% increase in February, 2023. This will be included in the above (the wage increases are on the grid as per the existing Collective Agreement). The 3% previously provided will be offset against retro payments.
- b) Retro payments will be made in 120 days.

In the event the Employer achieves a new funding agreement with the Province of

Prince Edward Island or Health PEI that provides funding to increase wages and/or benefits in line with the benefits provided for in the PEI Nurses Union Collective Agreement for the RN classification, the Employer will notify the Union and will reopen bargaining on monetary benefits.

APPENDIX "B"

IMPLEMENTATION OF TWELVE (12) HOUR SHIFTS

If the Employer and a majority of the permanent employees affected at the worksite mutually agree to implement a twelve (12) hour shift rotation, then such project will be tried for approximately six (6) months. At the conclusion of the trial period, the Employer and the majority of affected permanent employees must agree in order to continue the twelve-hour shift rotation.

These provisions shall remain in effect throughout the term of the agreement unless one party gives sixty (60) calendar days' notice to the other party of intent to terminate these provisions. After the sixty (60) day notification period these provisions will become null and void. During the sixty (60) day 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) representations of the Employer, a two (2) representative of the Local 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.

ARTICLE 20 - HOURS OF WORK

20.01 The following is intended to define the normal hours of work for full-time employees working the twelve (12) hour shift schedule but shall not be interpreted as a guarantee of hours of work per day or week or days of work per week.

The regular daily hours of work in each shift shall be eleven and one quarter (11.25) excluding meal period. The regular weekly hours of work shall be thirty-seven and one-half (37 1/2) averaged over a six (6) week period. The designated meal period shall be forty-five (45) minutes each shift. Employees having to perform work during their designated meal period shall be compensated for that meal period.

20.02 Notwithstanding Article 3.03, full-time and permanent part-time employees shall receive seven days off in each two-week period unless otherwise mutually agreed upon between the Employer and the employee(s) and shall be planned in such a way as to equally distribute free weekends as detailed in Article 20.03.

20.06 No employee shall be required to work more than three (3) consecutive shifts without days off, unless otherwise mutually agreed.

20.07 There shall be at least twelve (12) hours between shifts unless otherwise agreed to by mutual consent.

20.13 All employees shall be permitted a twenty (20) minutes rest period both in the first and second half of their work days.

For clarity for twelve (12) hour shift employees, for the purpose of calculating cost factors, vacations, and benefits under the existing Collective Agreement, all benefits and terms relating to work days, weeks and years under the Collective Agreement shall be converted to hours, based on a seven and one-half (7.5) hour day, a thirty-seven and one half (37.5) hour week or one thousand, nine hundred and fifty (1950) hours per year.

ARTICLE 21 - OVERTIME

21.01 Overtime Defined -

- a) A Permanent Employee who works in excess of eleven and one-quarter (11.25) hours per day or thirty-seven and one-half (37.5) hours per week averaged over not more than a six (6) week period shall be paid at time and one-half (1.5) **their** hourly rate of pay.
- b) A Casual Employee who works in excess of eleven and one-quarter (11.25) hours per day or seventy-five (75) hours in a pay period shall be paid at time and one-half (1.5) **their** hourly rate of pay.

APPENDIX "C"

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN "PARTICIPATION AGREEMENT"

In this Appendix, the terms used shall have the meanings as described:

- .01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked;
- (iii) vacation pay;
- (iv) paid sick leave;
- (v) bereavement leave;
- (vi) jury duty;
- (vii) negotiations and grievance meetings;
- (viii) all overtime pay

All other payments, premiums, allowances and similar payments are excluded.

"Eligible employee" means all employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- .02 Effective on the signing date of this agreement, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two-point five percent (4.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two-point five percent (4.5%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution Irrespective of whether the Employee pays the matching amount.

The parties agree that this Article is no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- .03 The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- .05 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act, R.S.O. 1990, Ch. P-8*, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article .05 of the agreement are:

(i) to be provided once only at Plan commencement:

- Date of hire
- Date of birth
- Date of first contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit).

(ii) to be provided with each remittance:

- Name
- Social Insurance Number
- Monthly remittance
- Pensionable earnings
- YTD pension contributions
- Employer portion of arrears owing due to error or late enrolment by the Employer

(iii) to be provided once, and if status changes:

- Full address as provided to the Employer by the employee
- Termination date when application (MMDDYY)

(iv) to be provided once if they are readily available:

- Gender
- Marital Status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- .06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

APPENDIX "D"

All Inclusive Rate Grand Parenting

Whereas certain members of the bargaining unit presently receive payment in lieu of certain benefits;

And Whereas the parties have agreed to allow those presently receiving the all-inclusive rate to continue that benefit, subject to a one-time election;

Now Therefore the parties agree as follows:

1. Any members of the bargaining unit who as of the date of signing are receiving an all-inclusive pay rate, shall have a one-time option of electing to continue with the all-inclusive arrangement or participating in the full benefits of the collective agreement. Each affected member shall have thirty (30) days from the date of signing to make that election. In the event any member fails to make an election within that time, the all-inclusive rate shall end on the 31st day and the employee shall be compensated in accordance with the provisions of the collective agreement.
2. Any eligible employee who elects to continue the all-inclusive arrangement shall receive an hourly pay rate that is 12% higher than the rate provided in Appendix "A". This additional compensation is in lieu of:
 - a. Earned vacation pay or vacation accrual – Article 27;
 - b. Paid Holidays – Article 28; and
 - c. Paid Sick Leave – Article 29.
3. In the event this arrangement is determined to be in contravention of the *Employment Standards Act*, or any other relevant statute or regulation, the alternate arrangement shall end, and all grand parented employees shall be compensated in accordance with the standard provisions of the collective agreement, without exception.