

AGREEMENT BETWEEN  
THE PRINCE EDWARD ISLAND  
UNION OF PUBLIC SECTOR EMPLOYEES

AND

PUBLIC SECTOR EMPLOYEES STAFF UNION

**April 1, 2007 – March 31, 2010**

<b>ARTICLE #</b>	<b>ARTICLE NAME</b>
1	Definitions
2	Union Recognition
3	Union Security
4	Retention of Rights and Privileges
5	Employee Rights
6	Management Rights
7	Grievance Procedure
8	Probationary, Permanent and Temporary Employment
9	Anniversary Dates
10	Rates of Pay
11	Job Vacancies and Promotions
12	Reclassification Procedure
13	Acting Pay
14	Severance Pay
15	Insurance and Pensions
16	Injury on Duty
17	Hours of Work
18	Overtime
19	Callback
20	Holidays
21	Vacation Leave
22	Sick Leave
23	Special Leave
24	Educational Development
25	Expenses and Allowances
26	Discipline
27	Joint Consultation
28	Continuance of Operations
29	Layoff and Recall Procedure
30	Safety and Health
31	Technological Change
32	Retroactivity
33	Seniority
34	Contracting Out
35	Deferred Salary and Flexible Leave Plans
36	Term of Agreement and Agreement Reopener
37	Staffing Adjustment
38	Affirmative Action
39	Workplace Wellness
40	Duty to Accommodate
Schedule "A"	Rates of Pay
Schedule "B"	Deferred Salary Plan
	Signing Sheet

## **ARTICLE 1**

### **Definitions**

- 1.01 (a) "Day" means a working day.
- (b) "Day of rest" means a Saturday or Sunday.
- (c) "Discharge" means to be dismissed from position and employment.
- (d) "Employees" means all individuals employed by the Prince Edward Island Union of Public Sector Employees except the President.
- (e) "Employer" means the Prince Edward Island Union of Public Sector Employees as represented by the Board of Directors.
- (f) "Layoff" means an abolishment of a position by the Employer due to the lack of work or funds.
- (g) "Party" means the Employer or the Union.
- (h) "Seniority" means length of service with the Prince Edward Island Union of Public Sector Employees and effective retroactive to date of employment.
- (i) "Union" means the Public Sector Employees Staff Union.
- (j) "President" means the chief elected executive officer of the P.E.I. Union of Public Sector Employees.
- 1.02 A word used in the singular also applies in the plural, if the context so requires.

## **ARTICLE 2**

### **Union Recognition**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of the employees in classifications listed in Schedule "A" or in such new classifications as may from time to time be agreed upon and established by the parties.

## **ARTICLE 3**

### **Union Security**

- 3.01 The Employer shall as a condition of employment deduct an amount equal to the biweekly dues deduction, as established by the Union, from the biweekly pay of employees.

- 3.02 The Union shall inform the Employer in writing of the authorized deduction under Article 3.01.
- 3.03 The Employer shall forward dues deducted under Article 3.01 to the Union Secretary-Treasurer once a month.
- 3.04 The Employer shall indicate on each employees income tax (T-4) slip the total amount of Union dues deducted for the previous income tax year.

#### **ARTICLE 4**

##### **Retention of Rights and Privileges**

- 4.01 Should the Employer merge, amalgamate or combine its functions with another organization during the term of this agreement, the Employer agrees to make every reasonable effort to integrate all benefits and conditions of employment contained in this agreement.
- 4.02 Should the Union change its name, affiliate or merge with any other union or group of unions, all employees shall retain all the rights and privileges of the former Union and the existing agreement shall remain in effect for the full term of the agreement.

#### **ARTICLE 5**

##### **Employee Rights**

- 5.01 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, remuneration, leave, promotion, transfer, layoff, discipline, classification, discharge or otherwise by reason of age, race, creed, color, national origin, nationality, religious or political affiliation, sex, marital status, family relationship, place of residence nor by reason of membership in the Union or any other reason.
- 5.02 The Union and the Employer recognize the right of employees to work in an environment free from harassment, and the Employer agrees to take such disciplinary action as is necessary respecting an employee or the Employer engaging in sexual harassment in the workplace
- 5.03 **Harassment in the workplace means personal harassment, sexual harassment, abuse of authority and bullying.**
  - (a) **Personal harassment means an unwarranted, offensive behaviour that is known or ought reasonably to be known to be unwelcome. It includes any comment, conduct, gesture or display that demeans, intimidates or causes embarrassment to another person. Personal harassment includes, but not limited to, harassment on the basis of race, religion, creed, color, sex, sexual orientation, martial status,**

**ethnic or national origin, age, physical or mental disability or political belief.**

- (b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence, embarrassment or humiliation to the recipient; or that might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on employment or on any opportunity for training or promotion, or on receipt of a service of benefit provided by the Employer. It is not flirtation, chit chat or good natured jesting that is sometimes part of office life when both parties find the conduct acceptable.**
- (c) Abuse of authority means an individual's use of power and authority inherent in the position held in a manner which serves no legitimate work purpose and which ought reasonable to be known to be inappropriate. It includes misuse of power which are intimidating, coercive or demeaning. The legitimate and proper exercise of the Employer's right to supervise or manage (for example, performance reviews, work evaluation, and disciplinary measures taken for any valid reasons) does not constitute harassment under this policy.**
- (d) Workplace bullying will be considered personal harassment under this article.**

5.04 An employee who wishes to pursue a concern arising from harassment may, with the approval of the Union, submit a grievance in writing directly to the final level in the grievance process. Grievances of this nature shall be treated in strict confidence by both the Union and the Employer.

## **ARTICLE 6**

### **Management Rights**

6.01 The Union recognizes that it is the right of the Employer to exercise the function of management and to direct the operations and the working forces of the P.E.I. Union of Public Sector Employees, subject to the terms of this agreement.

## **ARTICLE 7**

### **Grievance Procedure**

7.01 A grievance means a written complaint by an employee

- (a) arising out of a difference of opinion over the interpretation, application, administration or alleged violation of this collective agreement or an approved policy or directive or any provincial statute which affects an employee's terms

and conditions of employment, including any question as to whether a matter is arbitrable.

- (b) appealing a recommendation for discharge, demotion, suspension or appealing any other financial penalty.

7.02 The employee may be assisted by a representative of the Union in all stages of the grievance procedure.

7.03 There will be three (3) levels in the grievance procedure:

Level One - President

Level Two - Executive Officers Committee

Level Three - Board of Directors Committee

7.04 Where possible, an employee who has a complaint should first discuss it with his/her supervisor before processing a grievance. The immediate supervisor shall respond within one (1) day of the discussion. In each of the following steps of the Grievance Procedure, the persons designated by the Union of Public Sector Employees at the first, second and the third level of the Grievance Procedure, or the employee may request a meeting to discuss the grievance at a mutually agreeable time.

**Step One** - Failing settlement of the problem, the employee may submit a written grievance to Level One within five (5) days of the employee becoming aware of a cause for a grievance. If the employee does not receive a satisfactory settlement in writing within five (5) days from the date on which he/she presented the grievance to Level One, the employee may proceed to Step Two.

**Step Two** - Within five (5) days from the expiration of the five-day period referred to in Step One, the employee may present the grievance in writing to Level Two. If the employee does not receive a satisfactory written reply to the grievance from Level Two within five (5) days from the date on which the grievance was received at Level Two, the employee may proceed to Step Three.

**Step Three** - Within five (5) days from the expiration of the five-day period referred to in Step Two, the employee may present the grievance to Level Three. Level Three shall reply in writing within ten (10) days from the date they received the grievance. If the employee does not receive a satisfactory written reply from Level Three, the employee may refer the grievance to arbitration as outlined in Article 7.08 within ten (10) days of the date on which he/she should have received a satisfactory reply from Level Three.

7.05 **Union Grievance** - Where a dispute involving a question of general application or interpretation occurs or where the Union has a grievance, the grievance shall be presented within five (5) days of the occurrence of the dispute or the Union becoming aware of the dispute.

7.06 A grievance by the Union under Article 7.05 shall be presented to the President of the Prince Edward Island Union of Public Sector Employees.

- 7.07 The time limit for a reply from Article 7.06 shall be five (5) days from the date the grievance was received. If a satisfactory written reply is not received within the time limit specified, the union may refer the grievance to arbitration as outlined in Article 7.08 within ten (10) days of the date on which a satisfactory written reply should have been received.
- 7.08 Arbitration Procedure - When a grievance is referred to arbitration it must receive the prior approval of the Union for processing to arbitration. The grievor or union shall request in writing that the other party attend a meeting for the purpose of appointing a single arbitrator. This meeting shall be held within five (5) days from the initial request for the meeting. If both parties fail to agree on an arbitrator, upon request of either party, the appointment shall be made by the Minister of Labour.
- 7.09 The arbitrator shall commence hearings within ten (10) days of appointment and shall render a decision within five (5) days of completion of the hearings. The decision of the arbitrator is final and binding upon both parties.
- 7.10 The powers of an arbitrator shall be the same as those outlined in section 31 (6), (7), (8), (8.1) and (8.2) of the P.E.I. Labour Act.
- 7.11 The fees and expenses of the arbitrator shall be equally cost-shared by both parties to the arbitration.
- 7.12 Time Limits - The time limits specified in this Article may be extended by mutual agreement.
- 7.13 All correspondence for this Article shall be by personal delivery during normal working hours or by certified mail.

## **ARTICLE 8**

### **Probationary and Permanent and Temporary Employment**

#### **Probationary and Permanent Employment**

- 8.01 Each new employee appointed to a permanent position shall be on probation for six (6) months immediately following the date on which he/she reports for duty.
- 8.02 Not later than twenty (20) days immediately following the six (6) month probationary period, the President shall recommend in writing to the next Board of Directors Meeting that the employee receive a permanent appointment, that the employee be discharged from his/her position or that the employee be given a further period of probation not to exceed an additional six (6) months.
- 8.03 On the recommendation of the President, the Board of Directors may discharge an employee for cause during the probationary period; the employee shall be advised in

writing of the discharge and shall be given an appraisal of his/her work and the specific reasons for the discharge.

### **Temporary Employment**

- 8.04 When from a temporary pressure of work, extra staff assistance is required or when a temporary vacancy exists, a temporary position shall be posted and filled using the processes outlined in Articles 11.01, 11.03 and 11.04.
- 8.05 Any new employee hired as a result of a posting under Article 8.04 shall be a temporary employee. Temporary employees shall be eligible for all articles except Articles 12 and 13.
- 8.06 Temporary employees whose tasks match those of probationary or permanent employees shall be paid in the negotiated pay range. The rate of pay for temporary employees whose tasks do not match those of probationary or permanent employees shall be determined through negotiations between the parties.

## **ARTICLE 9**

### **Anniversary Dates**

- 9.01 The anniversary date of employees who have a permanent appointment as of April 1, 1976 shall be April 1.
- 9.02 The anniversary date of probationary employees hired on or after April 1, 1976 shall be the date that is twelve (12) months following the date of their probationary appointment and annually thereafter.

## **ARTICLE 10**

### **Rates of Pay**

- 10.01 The rates of pay for employees covered by this Agreement shall be in accordance with Schedule "A" which forms part of this Agreement and shall be effective on the dates specified in Schedule "A".
- 10.02 (a) Employees will move vertically from their former rates of pay on the dates specified and employees who have not had an unsatisfactory performance rating since the previous anniversary date shall move one increment step on their anniversary date where increments are provided. If the employee has an unsatisfactory performance rating, then the employee concerned shall be given the opportunity to read the review, attach his/her comments and receive a copy of the review. Temporary employees shall be eligible for an increment increase upon the completion of each 1950 paid hours.



**(b) During the year of the twentieth (20<sup>th</sup>) anniversary of continuous service as an employee of UPSE, the Employer shall grant one (1) week's leave of absence with pay or the option of one (1) week's pay on a one time basis only. This is to be taken at a mutually agreeable time.**

10.03 The employee shall be notified in writing when an annual increment is not granted. Such notice shall contain the reason for not granting the increment.

10.04 If a new classification is created during the term of this agreement by the creation of a new position or by reclassification of an existing position, both parties shall meet and negotiate a new salary range.

## **ARTICLE 11**

### **Job Vacancies and Promotions**

11.01 When the Employer determines that a permanent vacancy has occurred, the Employer shall post on the Employers premises all vacant positions for a period of five (5) days to give qualified employees the first option for selection to the vacant position.

11.02 When the Employer determines that a new position is created, then the new position shall be posted for a period of five (5) days to give employees the first option for selection to the new position. The new position must be posted within seven (7) days of being created.

11.03 No positions will be filled until former permanent employees whose names are on a recall list and applications from bargaining unit employees are processed. If the position is not filled by a bargaining unit employee or by a former permanent employee whose name is on a recall list, then the Employer may advertise to all UPSE bargaining units.

11.04 Article 33, Seniority, shall apply in filling vacant and new positions. Where two (2) or more employees are equally qualified for the vacant or new position, the employee with the most seniority shall be offered the appointment.

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

11.06 The rate of compensation of an employee upon promotion by competition or reclassification to a classification which has a higher maximum salary shall be at the step which provides for an increase of not less than ten (10) percent unless the maximum salary of the higher classification is less than ten (10) percent higher than the maximum salary of the lower classification, then the employee shall move to that step which provides at least the same percentage increase in salary as exists between the two classes at the maximum rate.

- 11.07 When an employee is promoted, adjustment of salary shall be effective on the date of the promotion.

## **ARTICLE 12**

### **Reclassification Procedure**

- 12.01 An employee who considers himself/herself improperly classified may request a review of his/her classification by submitting a letter to the President specifying the reasons for the request and a description of the duties presently being performed. The President will advise the employee within ten (10) days of his/her decision to either recommend or not recommend the reclassification to the Executive Officers. The President shall forward his/her recommendation to the Executive Officers at the same time as he/she notifies the employee. The Executive Officers shall consider the reclassification request within ten (10) days of receipt of the President's recommendation. The Board of Directors shall review the reclassification request at the next Board meeting following receipt of the President's and Executive Officers' recommendations.
- 12.02 If the employee is not satisfied with the decision of the Board of Directors, he/she can appeal the Board's decision to arbitration as outlined in Article 7.08 - 7.13 inclusive.
- 12.03 The reclassification, if approved, shall be effective on the date of the initial request.
- 12.04 The salary on reclassification shall be determined as if the employee had been promoted according to Article 11.06.

## **ARTICLE 13**

### **Acting Pay**

- 13.01 Subject to Article 13.02, when an employee substitutes in a higher level classification for which he/she is qualified for a period in excess of ten (10) consecutive days, the President shall provide for an acting appointment to the higher level classification. The employee's salary, retroactive to the day he/she commenced the acting appointment, shall be determined as if the employee had been promoted as provided in Article 11.06.
- 13.02 The employee, on reversion to his/her regular classification, will be paid at the rate which the employee would have received had he/she not held an acting appointment in the interim.

## **ARTICLE 14**

### **Severance Pay**

- 14.01 An employee shall be eligible for severance pay under the following conditions:
- (a) retirement or death of the employee;

- (b) termination of employment except for just cause, provided the employee has at least one (1) year of continuous employment; and
- (c) resignation provided the employee has at least five (5) years of continuous employment.

14.02 An employee's entitlement to severance pay is an amount obtained by multiplying his/her years of continuous service or portion thereof by:

$$\frac{\text{Annual salary} * x 5}{260}$$

\* Annual salary is the salary in effect at the date of severance.

14.03 In the event of the employees death, severance pay shall be paid to his/her designated beneficiary, RRSP account or estate.

14.04 At the written request of the employee, any severance pay payable under this Article will be paid to the employee at the beginning of the calendar year immediately following the year of employment severance rather than during the year of employment severance.

14.05 An employee to whom severance pay is payable under this Article may elect to:

- (a) receive immediate payment; or
- (b) receive a paid pre-retirement vacation in lieu of his/her entitlement to severance pay which will equal his/her entitlement under this Article; or
- (c) receive a combination of paid pre-retirement vacation and severance pay which will equal his/her entitlement under this Article.

However, any paid pre-retirement vacation under this Article must terminate on the employee's date of retirement.

In order to qualify for a paid pre-retirement vacation under this sub-article, the employee must request the paid pre-retirement vacation, in writing, at least one (1) month prior to the proposed commencement date of the paid pre-retirement vacation.

14.06 Periods of leave of absence without pay shall not constitute a break in "continuous employment" for the purposes of this Article.

## ARTICLE 15

### Insurance and Pensions

- 15.01 (a) The Employer agrees to pay the premiums of the health, travel and dental insurance plan that is presently in effect for Civil Service employees or such other plans that are currently implemented.
- (b) Notwithstanding 15.01(a), for new employees of the bargaining unit hired on or after April 1, 2003, the Employer agrees to pay seventy-five (75) percent of the premiums for health, travel and dental insurance plans that are presently in effect for civil service employees or such other plans that are currently implemented.
- 15.02 The Employer agrees to pay seventy-five (75) percent of the premiums of the Long Term Disability Insurance Plan that exists at the coming into force of this Agreement for eligible employees.
- 15.03 (a) The Employer agrees to pay the premiums for the Group Life Insurance Plan and Accidental Death and Dismemberment Plan including the premiums for dependent coverage as presently in force or as subsequently amended.
- (b) Notwithstanding 15.03(a), for new employees of the bargaining unit hired on or after April 1, 2003, the Employer agrees to pay seventy-five (75) percent of the premiums for the Group Life Insurance Plan and Accidental Death and Dismemberment Plan including the premiums for dependent coverage as presently in force or as subsequently amended.
- 15.04 The Employer agrees to pay fifty (50) percent of the premiums for the health and dental insurance plans for employees who retire after April 1, 2003.
- 15.05 The Employer agrees to match the employee's contributions to the Civil Service Superannuation Fund and abide by other conditions in the Civil Service Superannuation Act and Regulations.
- 15.06 Employees after reaching age fifty-five (55) and before reaching age sixty-one (61) who have at least ten (10) pensionable years of service are entitled to a retirement payment which is based on:

$$[.01 \times \text{years of service to a maximum of 22 years}] \times [.02 \times \text{years of service} \times \text{average of 3 highest years of salary}]$$

This payment is payable annually for a five-year period beginning on the employee's official date of retirement.

- 15.07 If the premiums paid by the Employer for any employee benefits are reduced as a result of any legislative change or other action, the amount of the saving shall be used to increase benefits available to the employees as may be mutually agreed between the parties, providing such changes affect a majority of the employees.
- 15.08 Employees on approved leave shall continue to be eligible for the insurance coverage under Article 15.01, 15.02 and 15.03, provided they pay their share of the insurance premiums where required.

## ARTICLE 16

### Injury on Duty

- 16.01 All employees shall be covered by the Workers Compensation Act. An employee prevented from performing his/her regular duties with the Employer as a result of an accident, that is covered by the Workers Compensation Act, which occurred while performing work for the Employer, shall receive injury on duty leave without pay for the period the employee receives Workers Compensation benefits.
- 16.02 This provision shall continue for a period of up to one (1) year when the employee's situation shall be reviewed with the Workers Compensation Board.
- 16.03 If the Workers Compensation Board deems a recurrence of an injury to be a continuation of an initial claim, and the recurrence occurs within sixty (60) calendar days of the expiry of the initial leave of absence, the employee shall only be entitled to those days which are unused from the initial leave of absence under Article 16.02. If the recurrence occurs after sixty (60) calendar days following the expiry of the initial leave of absence, the employee shall be entitled to receive the leave of absence outlined in Article 16.02.
- 16.04 If following injury on duty leave, an employee is found by the Workers Compensation Board to be medically unfit to carry out the functions of the position he/she occupies, then:
- (a) the employee, representatives of the Union, the Employer and the Workers Compensation Board will meet to explore alternate or rehabilitative employment, or
  - (b) if such employment is not available, the employee shall be provided disability leave in accordance with Article 23.04.
- 16.05 If at the end of the personal leave the employee's medical condition is such that he/she is unable to fulfill the functions of his/her position, then the employee may be laid off in accordance with Article 29.
- 16.06 During the leave of absence provided under Article 16.02 or 23.04, the Employer shall pay the full cost of premiums for compulsory insurance outlined in Article 15.02 and 15.03 and for group medical and dental insurance providing that the employee was

enrolled in these plans prior to his/her injury on duty. The Employer shall also make the employee's pension contribution, if eligible during this leave of absence, on the same basis as if the employee had been at work.

- 16.07 Notwithstanding Article 16.01, in the event that the salary of an employee, at the time of a claim under the Workers Compensation Act, exceeds the maximum annual earnings established by regulation, the Employer shall during injury on duty leave continue to pay the employee an amount equal to 80% (85% after 38 weeks) of net income on a biweekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers Compensation Board up to the maximum annual earnings.
- 16.08 During the period of injury on duty leave, increments, sick leave, vacation leave, seniority, severance pay and retiring pay will continue to be accumulated and calculated on the basis of the employee's employment guarantee.
- 16.09 Where in circumstances beyond the control of the Employer or employee a Workers Compensation claim is unduly delayed or if the claim is not approved, the employee will be entitled to apply for sick leave. Any sick leave granted for unduly delayed claims will be re-instated to the employee's sick leave bank upon receipt of the initial payment from the Workers Compensation Board.
- 16.10 An employee, who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the day or shift without deduction from sick leave, unless a doctor states the employee is fit for further work that day or shift.
- 16.11 An employee who has filed a claim under the *Workers Compensation Act* shall be eligible to apply for sick leave during any required waiting period. In the event the employee receives compensation from the Workers Compensation Board for the waiting period, the employee shall repay the Employer for the sick leave utilized during the waiting period and any sick leave granted shall be re-credited to the employee's sick leave bank.

## ARTICLE 17

### Hours of Work

- 17.01 The work week for employees shall consist of five (5) seven and one-half (7 1/2) hour periods, exclusive of a meal break. Each employee's work schedule shall be approved by the President after discussion with the employee and shall fall within the hours of 8:00 a.m. to 4:30 p.m. Monday to Friday inclusive.
- 17.02 Employees shall be entitled to two (2) rest periods of fifteen (15) minutes for each day worked. Employees shall also be entitled to a meal break of such duration that is mutually agreeable between the employees and the President.

- 17.03 Upon request of an employee and the concurrence of the President, an employee may complete his/her normal hours in a period other than that outlined in Article 17.01 and 17.04.
- 17.04 (a) Notwithstanding the provisions of this Article, the summer hours of work during the period of June 1 to September 30 inclusive shall be thirty-five (35) hours per week Monday to Friday inclusive. The President and each employee shall establish his/her starting and finishing times during this period.
- (b) Summer hours shall be between the hours of 7:30 a.m. to 4:00 p.m. daily Monday to Friday. However, between 3:30 p.m. and 4:00 p.m. each working day, there shall be at least one (1) senior staff and (one) 1 clerical staff person on duty.

## ARTICLE 18

### Overtime

- 18.01 Employees in the classifications of Education and Meetings Coordinator, Technology and Information Coordinator, Membership Records Coordinator and Office Supervisor who work more than one-half (1/2) hour in excess of their regular daily or weekly hours of work shall be eligible for overtime pay at time and one-half (1 1/2) their regular pay rate. Overtime shall be calculated to the nearest quarter hour.
- 18.02 Overtime worked under Article 18.01 may be compensated at time and one-half (1 1/2) off in lieu, if requested by the employee. Time and one-half (1 1/2) off in lieu shall be determined by mutual agreement.
- 18.03 All employees who work on a statutory holiday shall be paid in addition to their regular pay at the rate of double their regular rate of pay for all hours worked on the holiday unless they request double time off in lieu at a time to be determined by mutual agreement.
- 18.04 All overtime worked under this Article shall be approved in advance by the President or his/her designated representative.
- 18.05 Employees in the classifications of Employee Relations Officer, Communications, Organizing and Campaigns Officer and Research Officer are entitled to compensation in the form of time and one-half off in lieu for all hours worked in excess of the normal scheduled hours as outlined in Article 17.
- 18.06 If compensatory time off in lieu has not been granted by the end of the fiscal year, the employee may, subject to the approval of the President, receive payment if leave was requested and denied or carry over the compensatory time off to the next fiscal year.

## ARTICLE 19

### Callback

- 19.01 Callback is a condition of employment whereby employees, after completing their work period and leaving their place of work and prior to reporting for their next regular work period, are called back to work.
- 19.02 An employee shall be guaranteed at least four (4) hours' pay at regular rate, or the overtime rate for the actual hours worked, whichever is greater. In addition, the employee shall be paid the normal travel allowances or with the prior approval of the President actual transportation costs.

## ARTICLE 20

### Holidays

- 20.01 Employees shall be entitled to leave with pay for the following designated holidays provided that the employees were paid for the working day immediately prior to or the working day immediately after the holiday.
- (a) New Years Day
  - (b) Good Friday
  - (c) Easter Monday
  - (d) Victoria Day
  - (e) Canada Day
  - (f) Labour Day
  - (g) Thanksgiving Day
  - (h) Remembrance Day
  - (i) Christmas Eve Day
  - (j) Christmas Day
  - (k) Boxing Day
  - (l) Gold Cup and Saucer Day
  - (m) Any other day duly observed as a provincial or national holiday.
- 20.02 When a day designated as a holiday coincides with the employee's day of rest, the Employer shall grant the holiday with pay on either:
- (a) the working day immediately preceding or following the employee's day of rest, or
  - (b) another mutually acceptable day between the Employer and employee.
- 20.03 When a holiday falls within an employee's vacation period, the employee shall be granted an additional day to his/her vacation period.



## ARTICLE 21

### Vacation Leave

- 21.01 For every 150 paid hours, the employee shall earn vacation leave credits at the rate of:
- (a) nine point three seven five (9.375) hours if he/she has completed less than five (5) years of continuous employment;
  - (b) (i) twelve point five (12.5) hours if he/she has completed five (5) years of continuous employment; **or**  
  
(ii) **for UPSE members who become employed as a PSESU member that have completed five (5) years of continuous service as a UPSE member shall accumulate vacation at a rate of twelve point five (12.5) hours.**
  - (c) fifteen point six two five (15.625) hours if he/she has completed twelve (12) years continuous employment.
  - (d) eighteen point seven five (18.75) hours if he/she has completed twenty (20) years of continuous employment.
  - (e) the above entitlement shall become effective on the anniversary month of the employee's year of service.
- 21.02 An employee is entitled to receive accumulated vacation leave with pay during the first six (6) months of continuous employment. Other employees with more than six (6) months continuous employment shall be advanced credits that would be earned to the end of the present fiscal year.
- 21.03 All vacation leaves must be approved prior to the commencement of such leave by the President or the person delegated by him/her.
- 21.04 When in any fiscal year the employee has not taken all the vacation leave to which he/she is entitled, the unused portion, to a maximum of one (1) year's entitlement, shall be carried over to the following year. In special circumstances more than one (1) year's entitlement may be carried over to the following year. Such approval shall not be unreasonably denied.
- 21.05 An employee, upon separation from the Employer, shall compensate the Employer for vacation taken but not earned. However, when the employment of an employee who has been advanced more vacation leave than earned is terminated by death, disability or layoff, the employee shall be considered to have earned the amount of leave with pay granted to him/her.
- 21.06 The Employer shall grant three (3) day's paid vacation between Boxing Day and New Years Day. Should any employee be required to work during this period, the employee shall be entitled to straight time leave with pay at another mutually agreed upon time.

## ARTICLE 22

### Sick Leave

- 22.01 (a) An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she receives pay of at least ten (10) days.
- (b) **Maximum accumulation under this article shall be nineteen hundred and fifty (1950) hours.**
- (c) **Employees who enjoy a superior benefit than Article 22.01 (b) shall not lose sick leave credits earned, but shall not accumulate sick leave credits over the maximum accumulation allowed in this article.**
- (d) **Employees who enjoy a superior benefit than Article 22.01 (b) shall have the ability to use sick leave credits earned each year before there is a deduction of accumulated credits.**
- 22.02 An employee shall be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that:
- (a) the employee satisfies the Employer of his/her condition in such a manner and at such time as may be determined by the Employer; and
- (b) the employee has the necessary sick leave credits.
- 22.03 Unless otherwise informed in advance, a statement signed by the employee describing the nature of his/her illness or injury and stating that because of this illness or injury he/she was unable to perform his/her duties shall, when delivered to the President, be considered as meeting the requirements of Article 22 if:
- (a) the period of leave requested does not exceed five (5) days; and
- (b) in the current fiscal year, the employee has not been granted more than seven (7) day's sick leave wholly on the basis of statements signed by him/her.
- 22.04 In circumstances other than those covered by Article 22.03, absence through illness or injury must be supported by a certificate signed by a qualified medical practitioner.
- 22.05 An employee shall not be granted sick leave with pay during any period of leave of absence without pay or while under suspension.
- 22.06 If an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of this Article, sick leave with pay may, at the discretion of the President, be granted up to a maximum of fifteen (15) days subject to recovery of the value of any such advanced sick leave from any benefits accrued or subsequently

accruing to the employee. However, when the employment of an employee who has been advanced more sick leave than earned is terminated by death, disability, or layoff, the employee shall be considered to have earned the amount of leave with pay granted.

- 22.07 An employee who becomes ill while on vacation leave or a designated holiday shall be eligible to substitute that period while ill with sick leave provided the employee adheres to the conditions outlined in Article 22.03 and 22.04. When such substitution is approved by the President, the employee shall have these days credited to his/her vacation or holiday bank whichever is appropriate.
- 22.08 **When an employee's job performance is deemed to be unsatisfactory, due to an addiction, the Employer may direct the employee, or the employee may choose to undertake a full treatment or rehabilitation program approved by the Employer and the employee shall be granted sick leave in accordance with this article.**

## ARTICLE 23

### Special Leave

- 23.01 Maternity or Parental Leave - The Employer shall grant leave of absence without pay for a period of twelve (12) consecutive months to employees for reasons of pregnancy or the birth or adoption of a child.
- 23.02 Employees entitled to maternity, parental or **adoption** leave shall be permitted to apply up to ten (10) days of their accumulated sick leave credits against their Employment Insurance waiting period of two (2) weeks.
- 23.03 Elections - Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours while the polls are open to cast his/her ballot.
- 23.04 Personal Leave - An employee may be granted leave of absence without pay for a period up to two (2) years on the recommendation of the President and approval of Executive Officers.
- 23.05 Disability Leave - An employee who is eligible for receipt of Long Term Disability Insurance (LTDI) benefits on and after April 1, 1981, shall be provided leave of absence without pay for a period of two (2) years following completion of the LTDI elimination period. An additional one (1) year extension shall be granted upon receipt of medical evidence to indicate that the employee should be able to return to work within the one (1) year extended time period. During the leave of absence the Employer shall pay the full premiums for the employees group medical and dental insurance plan.

23.06 Leave for Court Appearance

- (a) The President shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employees private affairs.
- (b) In cases where an employees private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of regular earnings while serving at court shall remit to the Employer all monies paid by the court, except travelling and meal allowances not reimbursed by the Employer.

23.07 Transportation Conditions - Where provincial government offices in the Charlottetown area are closed because of transportation conditions, the UPSE office shall close and all employees shall be granted leave with pay.

23.08 Union Business

- (a) Three (3) designated Union members shall have leave with pay to conduct negotiations with the Employer.
- (b) A union officer shall be granted leave with pay to present and process grievances up to and including an Arbitration Board.
- (c) Employees shall be allowed leave with pay to appear as witnesses before an Arbitration Board.
- (d) Each employee shall be allowed four (4) hours per year for union meetings, the timing of which shall be arranged in consultation between the Parties.

23.09 Employees shall be eligible for special leave as follows:

- (a) an employee shall be eligible for a maximum of five (5) day's leave with pay for a compassionate reason.
- (b) an employee shall be eligible for up to three (3) day's paid paternity leave on the occasion of the birth or adoption of his child. A female employee shall be eligible for three (3) day's paid leave on adoption of a child.
- (c) an employee shall be eligible for a maximum of five (5) day's leave with pay for the purpose of taking Civil Defence training.
- (d) an employee shall be eligible for a maximum of ten (10) day's leave without pay for the purpose of taking Military Training.
- (e) an employee shall be eligible for a maximum of three (3) consecutive days for serious illness of an employees relative.

- (f) an employee shall be eligible for miscellaneous leave for other reasons such as one-half (1/2) day for donating blood, one (1) day for serious household or domestic emergency, one (1) day for an executor of an estate.
- 23.10 An employee may be granted up to five (5) day's leave with pay for personal reasons at the discretion of the President.
- 23.11 Notwithstanding Article 23.09 (a), if an employee is on vacation leave at the time of bereavement, the employee shall be granted special leave and be credited the appropriate number of days leave to vacation leave.
- 23.12 General - An employee shall, upon completing a period of leave authorized under this Article, return to the same position held prior to the commencement of the leave and shall be paid at the rate which the employee would have received had he/she not taken leave of absence. It is agreed that whenever possible all special leaves must be applied for in advance.
- 23.13 In addition to Article 23.01 and 23.02, an employee who provides the Employer with proof that he/she has applied for and is eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, shall be paid a maternity or parental leave allowance by the Employer in accordance with the Supplemental Employment Benefit (SEB) Plan.
- 23.14 The maternity or parental leave allowance shall be paid to employees for up to fifteen (15) weeks which will supplement the Employment Insurance Maternity or Parental Benefit. The maternity or parental leave allowance shall be equivalent to the difference between the weekly Employment Insurance Maternity or Parental Benefits the employee is eligible to receive and nine-five (95) percent of the regular weekly wage. It is understood that the combined weekly level of EI benefits, SEB payments and other earnings will not exceed ninety-five (95) percent of the employee's normal weekly earnings.
- 23.15 The weekly wage referred to in Article 23.14 shall be the employee's weekly salary in effect at the date of application for Employment Insurance Maternity or Parental Benefits. Where an employee becomes eligible for an annual increment and/or negotiated pay increase during the period of maternity or parental leave, payments made in accordance with Article 23.13 shall be adjusted accordingly.
- 23.16 The Supplemental Employment Benefit (SEB) plan will be financed from the Employer's general revenues. SEB payments will be kept separate from payroll records.
- 23.17 Payments from the SEB plan are not considered as earnings for Employment Insurance but are subject to income tax.
- 23.18 The Employer agrees to advise the Human Resources Development Canada of any changes to the approved plan within thirty (30) days of the effective date of change.

- 23.19 The parties agree that on termination of the plan, all remaining assets revert to the Employer or be used for payments under the plan or for administrative costs of the plan.
- 23.20 The parties agree that the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan.
- 23.21 The parties agree that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

## ARTICLE 24

### Educational Development

- 24.01 The Executive Officers on behalf of the Employer, upon prior approval, agree to reimburse one-half (1/2) the cost of tuition and books upon enrollment and the remaining one-half (1/2) upon satisfactory completion of courses which are a potential benefit to the employee and Employer. The employee shall be granted leave with pay for any educational development approved under this Article.
- 24.02 A leave of absence for educational purposes for an extended period of time may be granted by the Employer. Salary coverage and other arrangements for this period will be as agreed upon by the employee and the Employer.
- 24.03
- (a) The Employer agrees that staff training and development are desirable for the mutual benefit of the Employer and the Union. Whenever possible, all efforts will be made to ensure that all employees have access to a regular program of training and development.
  - (b) The Employer agrees to establish a staff training and development fund. The amount of this fund shall be equal to one-half of one percent of the Employers total budget. The parties agree this amount is subject to budget approval.
  - (c) All employee requests for staff training and development shall be submitted in writing to the President. At the time the request is submitted, copies of the request shall be distributed to all employees by the employee submitting the request. If the request is denied, the Union shall be provided with written reasons for the denial within ten (10) days of submission of the request.
  - (d) **When educational course(s) are deemed beneficial for the employee and the Employer, the Employer may direct the employee to attend such educational course(s).**

## ARTICLE 25

### Expenses and Allowances

25.01 Accommodation - An employee who is out of province on the Employers business is entitled to be reimbursed for the reasonable costs incurred in obtaining single occupancy accommodations. Hotel receipts must accompany such claims. Reimbursement will be made only for the hotel charges, room tax and phone calls made on the Employers business or otherwise allowed under expense policy. Where private accommodation is utilized, an employee shall be eligible to claim \$14.00 per day in lieu of commercial accommodation.

25.02 Meal Allowances - An employee who is required to be on duty over a meal period shall be entitled to the following meal allowances:

	<u>In Province</u>	<u>Out of Province</u>
Breakfast	\$ 6.00	\$ 8.50
Lunch	\$ 8.00	\$ 11.50
Dinner	\$14.50	\$ 19.50

25.03 Incidental Allowances - Employees are only eligible for an incidental allowance while away from home on the Employers business. This allowance is intended to cover gratuities, laundry, dry-cleaning and other incidental costs. The incidental allowance shall be \$10.00. Reasonable taxi and limousine expenses will be paid separately.

25.04 (a) Travel Expenses - Employees using their private motor vehicle on the Employers business shall be paid 32.7 cents per kilometer. In the case of out-of-province travel, employees shall be paid the lesser of economy air fare or the above allowance. In addition, the Employer will reimburse employees for ferry or bridge crossing expenses.

(b) Effective the first day of the month following the signing date of this agreement, the allowance in effect under Article 25.04 shall be decreased or increased by 0.3 cents per kilometer for each 1.8 cents decrease or increase per litre in the price of regular non leaded gasoline.

(c) Automobile Rental - Automobile rental is permitted when no other form of transportation is available or the available means of transportation is more expensive than such rental charges. The rental of automobiles for any purpose must be approved by the Executive.

(d) Employees using their vehicle for short trips may claim \$10.00 or the travel rate in Article 25.04 (a), whichever is to the benefit of the employees.

- 25.05 Entertainment - An employee who is out of province as a representative of the Employer may be allowed a maximum of \$50.00 entertainment expense. This must be substantiated by receipts and documented as to who was entertained and why. The payment of such expense must have the approval of the Executive prior to the payment being made.
- 25.06 Child-Care Expenses - Employees who are required to be away from home on the Employers business after normal working hours shall be entitled to claim for the cost incurred in obtaining child care if no other member of the family is available to provide such care. Such allowance is not intended to reimburse the claimant for child-care expenses he would normally have incurred.
- 25.07 (a) The Employer has the sole right to determine which employees are required, as a condition of employment, to provide a motor vehicle for the purposes of carrying out employment functions. Such determination is subject to review once every twelve (12) months. Where such requirements exist, these employees shall be eligible for a monthly allowance of \$200 plus one-half (1/2) of the transportation allowances in Article 25.04. These employees shall receive the monthly allowance for a twelve (12) month period
- (b) The monthly allowances specified in Article 25.07(a) shall be prorated for:
- (i) part-time employees who work a regular schedule; and
- (ii) an employee who is on special leave without pay for a period in excess of thirty (30) calendar days.
- (c) Employees eligible for the allowance shall have the vehicle available for use on all working days.

## ARTICLE 26

### Discipline

- 26.01 No employees shall be disciplined except for just cause.
- 26.02 Where an employee is disciplined by suspension without pay, demotion or discharge, the employee shall immediately be provided with written confirmation that he/she has been suspended, demoted or discharged. The Employer shall, within five (5) days from the date of such discipline, provide the employee with written reasons for such disciplinary action and a copy of such notice shall be sent to the Union.
- 26.03 An employee who is demoted or suspended may be removed from the workplace and retained on payroll until any grievance contesting such demotion or suspension is finally resolved through the grievance and arbitration procedure.
- 26.04 If the arbitration upholds the discipline, the penalty shall be instituted after receipt of the arbitration decision.



- 26.05 The employee may be removed from active duty at the discretion of the Employer (employee shall be on full salary) pending the resolution of the grievance only if the cause for discipline presents a danger to the safety of employees or a concerted refusal to perform assigned work or if the case involved an investigation of an unlawful act.
- 26.06 Where it is determined that an employee has been unjustly disciplined, the employee shall be reinstated without loss of pay or any other benefit which would have accrued if the employee had not been disciplined.
- 26.07 Where an employee alleges he/she has been suspended or discharged in violation of Article 26.01, he/she may within ten (10) days of receipt of written reasons invoke the Grievance Procedure. The employee shall lodge the grievance at the final level in the Grievance Procedure and if a satisfactory settlement is not reached the employee may proceed to arbitration as outlined in Article 7.08 - 7.13.
- 26.08 No notice of disciplinary action or any other document shall be placed on any employees personnel file without the employee being given an opportunity to read its contents and to attach or place any comments on the document and upon request he/she shall be provided with an exact copy for his/her own records.
- 26.09 Upon the employees request, any notice of disciplinary action or any other document, other than evaluation reports which may have been placed on his/her personnel file shall be removed after two (2) years have elapsed since the disciplinary action was taken, provided no related disciplinary action has been recorded during this period.

## **ARTICLE 27**

### **Joint Consultation**

- 27.01 The Employer agrees to consult with the Union about contemplated changes in conditions of employment or working conditions not covered by this Agreement.

## **ARTICLE 28**

### **Continuance of Operations**

- 28.01 There shall be no strike, including a cessation of work or a refusal to work by employees during the term of this Agreement.
- 28.02 There shall be no lockout of employees during the life of this Agreement.

## ARTICLE 29

### Layoff and Recall Procedure

- 29.01 Both parties recognize that job security shall increase in proportion to length of service. If there is to be a reduction in the number of personnel within the bargaining unit, the Employer will give the Union as much advance notice as possible and consultation will begin to determine what should be done with those employees whose position becomes redundant. Employees shall be laid off in reverse order of seniority, provided the retained employees will be qualified to perform the work after a reasonable trial or training period. No new employees will be hired until those laid off have been given an opportunity of employment.
- 29.02 The Employer shall notify employees who are to be laid off three (3) months before the layoff is to be effective. However, if the employee to be laid off has more than five (5) years of continuous employment, then the employee shall receive six (6) months notice of layoff before the layoff is to be effective. If the employee laid off has not had the opportunity to work the amount of notice outlined in this section, he/she shall be paid in lieu of work for that part of the notice. The Employer shall make every effort in the event of a proposed layoff to notify employees in advance of the three (3) or six (6) month notice.
- 29.03 When an employee is laid off, he/she shall be placed on a re-employment list for a period of eighteen (18) months. Employees on a re-employment list shall be given first opportunity for any available jobs for which they are qualified with the Employer prior to outside advertisement.
- 29.04 An employee who is rehired while on a re-employment list shall be credited:
- (a) with the period of continuous employment immediately prior to being placed on a re-employment list for the purpose of calculating vacation leave entitlement, and
  - (b) with the sick leave accumulated as of the date of being placed on a re-employment list.

## ARTICLE 30

### Safety and Health

- 30.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees in their working environment.
- 30.02 The Employer agrees to comply with the *Workers Compensation Act* and Regulations and also the *Occupational Health and Safety Act* and Regulations.
- 30.03 Notwithstanding other provisions of this Agreement, where the use of protective equipment is deemed necessary under the *Occupational Health and Safety Act* or Regulations, then such items shall be provided at no cost to the employee.

- 30.04 Employees who are required to work with Video Display Terminals (VDTs) shall be entitled to have their eyes examined by an ophthalmologist or optometrist of the employee's choice prior to the initial assignment to VDT equipment, after six (6) months, and upon the recommendation of the ophthalmologist or optometrist thereafter. The Employer shall pay for the costs of the examinations which are not covered by insurance.
- 30.05 Following the initial eye examination, the Employer will assume the uninsured costs incurred in providing the necessary lenses or lenses and basic frames prescribed at a subsequent examination as a direct result of VDT operation.
- 30.06 PSESU shall have a workplace occupational health and safety committee. The committee will have equal representation from both the union members and employer.
- 30.07 The Employer agrees to provide training in CPR and First Aid to interested employees.

### **ARTICLE 31**

#### **Technological Change**

- 31.01 Technological change is defined as any change introduced by the Employer in the manner in which it carries out its operations and services where such change significantly affects the terms and conditions or security of employment of members in the bargaining unit.
- 31.02 Where the Employer intends to introduce a technological change, the Employer shall provide the Union with one hundred and twenty (120) calendar day's written notice of change. Such notice will also include a description of the intended change.
- 31.03 Where the Employer has notified the Union of its intention of introducing technological change as outlined in Article 31.02, the parties will meet within the next thirty (30) calendar days to engage in negotiations in an effort to reach an agreement on solutions to the problems arising from this intended change and on measures to be taken by the Employer to protect the employees from any adverse effects.
- 31.04 Technological change shall not be introduced by the Employer until the matter is resolved by agreement.
- 31.05 In the event of proposed technological changes, the Employer agrees to offer employment to its employees before hiring from the outside market in accordance with Article 29.01.
- 31.06 The Employer agrees to institute or place employees on a training program for those who wish to accept employment should further training be required.

## ARTICLE 32

### Retroactivity

- 32.01 Unless stated otherwise, provisions of this Agreement shall apply retroactively to the start date of the Agreement for all employees covered by this Agreement.
- 32.02 All employees who terminate or temporarily sever their employment with the Employer between the start date and the date of signing of this Agreement shall be entitled to full retroactivity for the period worked.

## ARTICLE 33

### Seniority

- 33.01 Seniority is defined as length of service in the bargaining unit effective retroactive to the date of employment plus the paid hours for each employee beginning on April 1, 2003. Seniority shall be applied on a bargaining unit wide basis in determining preference for promotions, layoffs, recall and as set out in other provisions of this agreement.
- 33.02 During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 33.03 The Employer shall maintain a seniority list showing the date upon which each employees service commenced. A copy of the seniority list shall be sent to the Union each April 1 and shall be kept up-to-date by the Employer.
- 33.04 An employee shall, subject to any bridging provisions, lose seniority in the following circumstances:
- (a) if he/she is discharged for just cause and is not reinstated;
  - (b) if he/she resigns voluntarily;
  - (c) if he/she is laid off for a period in excess of eighteen (18) months;
  - (d) if, following layoff, he/she fails to return to work within ten (10) days after receiving notice to do so unless just cause exists. The employee shall keep the Employer informed of his/her current address. The employee shall be deemed to have received notice to return to work if the Employer sends such notice by certified mail. It is further agreed that laid-off employees who are recalled will be permitted to give their current Employer reasonable notice of termination in order to accept recall;
  - (e) if he/she retires.

33.05 An employee who is granted a leave of absence without pay shall accumulate seniority during the period of the leave, except for leave granted under the Deferred Salary Plan.

## **ARTICLE 34**

### **Contracting Out**

- 34.01 For the purposes of this Article contracting out shall not include work performed by UPSE members on a voluntary basis without compensation.
- 34.02 No work performed by members of the bargaining unit or designated as part of the job duties of the members of the bargaining unit shall be transferred to or performed by another individual, group, firm or agency that is paid compensation if it will result in a decrease in the number, classification or salary level of bargaining unit members.
- 34.03 Where the Employer wishes to have work presently performed by bargaining unit members or presently included in the job duties of bargaining unit members transferred to or performed by another individual, group, firm or agency, and that transfer or performance will not directly result in a decrease in the number, classification or salary level of bargaining unit members, the Employer must provide the union with fifteen (15) calendar day's written notice of its intention.
- 34.04 Where notice has been given under 34.03, both parties shall meet within the next ten (10) calendar days to engage in negotiations in an effort to reach an agreement on the performance of the job duties by the individual, group, firm or agency designated by the Employer.

## **ARTICLE 35**

### **Deferred Salary and Flexible Leave Plans**

#### **Deferred Salary Plan**

- 35.01 **Description**
- (a) The purpose of the Deferred Salary Plan is to afford employees the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years salary payments over a five (5) year period.
  - (b) The Employer and employees may enter into any variation of this plan by mutual consent of the two parties involved.
- 35.02 **Qualifications**
- Any permanent employee is eligible to participate in the Plan.

### 35.03 **Application**

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

### 35.04 **Payment Formula and Leave of Absence**

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

- (a)
  - (i) In the first four (4) years of the Plan, an employee will be paid 80% of his/her proper salary range. The remaining 20% of annual salary will be accumulated, and this amount plus any interest earned shall be paid to the employee during the year of absence.
  - (ii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance) at the prime rate on deposits (of the Bank with which the Employer deals) in effect on the last Friday of each month.
- (b) Employee's fringe benefits will be maintained by the Employer during their leave of absence. Any benefits tied to salary level shall be structured according to actual salary paid.
- (c) The leave of absence may be taken only in the fifth (5th) year of the Plan. Under special circumstances, exceptions may be granted.
- (d) With the approval of the Employer, an employee may select some alternative method of deferring salary other than that specified in (a) above.

### 35.05 **Terms of Reference**

- (a) On return from leave, an employee shall return to the position held immediately prior to going on leave.
- (b) An employee participating in the Plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one (1) year leave of absence not been taken.
- (c) Sick leave credits will not accumulate during the year spent on leave.

- (d) Employees who are laid off will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) calendar days of withdrawal from the Plan.
- (e) Superannuation deductions are to be continued as provided by the Civil Service Superannuation Act, which means the percentage rate stipulated in the Act of the salary paid to the employee during the five (5) year period. The Employer agrees that an employee shall have the option of contributing the difference between the amount of the superannuation deducted and the amount that would have been deducted had the employee drawn full salary.
- (f) An employee may withdraw from the plan any time prior to taking his/her leave of absence. Upon withdrawal any monies accumulated, plus interest owed, will be repaid to the employee within sixty (60) calendar days of notification.
- (g) In the event that a suitable replacement cannot be hired for an employee who has been granted a 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 any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) calendar days of the date of withdrawal.
- (h) Should deferral result in a leave of absence being taken past the fifth (5th) year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest until the leave of absence is granted.
- (i) Should an employee die while participating in the Plan, any monies accumulated, plus interest owed at the time of death will be paid to the employees estate.
- (j) All employees wishing to participate in the Plan shall be required to sign a contract as prescribed in Schedule "B" before final approval for participation will be granted.
- (k) Subject to Article 35.01, the parties to the Agreement agree that the conditions of this plan shall remain in effect for a period not less than six (6) years from the effective date of this Agreement.

### **Flexible Leave Plans**

35.06 Flexible leave plans will be used to allow permanent employees the opportunity to temporarily reduce their hours of work for personal reasons. Flexible leave plans may involve:

- (a) temporarily reducing the work week or work year and being paid only for the hours worked and being on a leave without pay for the remaining hours, or

- (b) working full-time for a period of months and taking a paid leave of absence for the other part of the year by spreading the salary for the period worked over the entire year.
- 35.07 Employees wishing to enter into a flexible leave plan shall submit a detailed request to the Employer.
- 35.08 Applications will be subject to the approval of the Employer. All approved applications shall be forwarded to the Union.
- 35.09 Flexible leave plans shall be approved for periods of one (1) year. Each agreement shall be reviewed and evaluated at the end of one (1) year and may be extended.
- 35.10 Permanent employees shall continue to be covered by the Civil Service Superannuation Plan during the period of reduced hours. The portion of the permanent employees position which is not worked may be considered as deemed pensionable service under the Civil Service Superannuation Plan if the employee elects to purchase the deemed service.

## **ARTICLE 36**

### **Term of Agreement and Agreement Reopener**

- 36.01 The term of this Agreement shall be April 1, 2007 to March 31, 2010.
- 36.02 The Agreement will be reopened at any time by mutual agreement of the parties.
- 36.03 Negotiations for a new or revised Agreement shall start not more than sixty (60) days and not less than thirty (30) days prior to the expiry of the Agreement by either party sending written notice to the other party. These time limits may be changed by mutual consent.
- 36.04 The parties hereto shall adhere fully to the terms of this agreement during the period of collective bargaining which includes negotiations and conciliation.

## **ARTICLE 37**

### **Staffing Adjustment**

- 37.01 Where either party believes that an adjustment is required in the number of staff or in the designation of staff duties, that party shall put forth a proposal outlining the details of its intended adjustment. Within fifteen (15) days of receipt of the proposal, the parties shall meet to consult on the proposal.



## ARTICLE 38

### Affirmative Action

- 38.01 The parties endorse the principle of affirmative action for female members of the Union and agree that an affirmative action program will be jointly developed between the parties during the term of this Agreement.

## ARTICLE 39

### Workplace Wellness

- 39.01 The parties agree that workplace wellness produces benefits to the Employer and to its employees. Exercise promotes better health among employees and therefore, the Employer agrees to assist in an employee's membership costs to any organization which improves employee health. The Employer and each employee agree to share on a fifty-fifty (50-50) basis the membership cost to such an organization. It is agreed that the maximum payment by the Employer shall be four hundred dollars per employee per fiscal year.

## ARTICLE 40

### Duty to Accommodate

#### Duties of the Parties

- 40.01 The Employer acknowledges its duty to accommodate employees with disabilities in the manner and to the extent required by the Prince Edward Island *Human Rights Act*.
- 40.02 The Union acknowledges its duty to co-operate and assist the Employer in developing accommodation options for an employee.
- 40.03 The disabled employee has a duty to co-operate and assist the Employer in developing an accommodation.

#### Accommodation Process

- 40.04 (a) In exploring accommodation options, the parties shall first determine whether reasonable modifications of duties, methods or the work environment will enable the disabled employee to perform the essential functions of his or her current position.
- (b) Where no reasonable modifications are available, the disabled employee may request or be transferred to a position for which he/she is qualified, where the duties are within his/her capabilities.

- (c) If the accommodated employee transfers to a position at a lower pay level, the employee shall continue to be paid at the pay rate for the position the employee held immediately prior to the disability until such time as the rate of pay for the lower paid position equals or exceeds the pre-disability rate.
- (d) For the purpose of Article 40.04 (b), employees to be accommodated shall be given preference over new employees and over employees who have not been affected by disability, layoff or technological change.

SCHEDULE "A"

General Office Clerk	Apr. 1, 2006 – March 31, 2007	33,055	34,140	36,428			
	Apr. 1, 2007 – March 31, 2008	33,964	35,079	37,430			
	Apr. 1, 2008 – March 31, 2009	34,898	36,044	38,459			
	Apr. 1, 2009 – March 31, 2010	35,945	37,125	39,613			
Membership Records Coordinator/ Technology and Information Coordinator/ Education and Meetings Coordinator	Apr. 1, 2006 – March 31, 2007	36,323	37,761	39,622			
	Apr. 1, 2007 – March 31, 2008	37,322	38,799	40,712			
	Apr. 1, 2008 – March 31, 2009	38,348	39,866	41,832			
	Apr. 1, 2009 – March 31, 2010	39,498	41,062	43,087			
Office Supervisor	Apr. 1, 2006 – March 31, 2007	43,312	44,894	46,543	48,311	50,296	52,277
	Apr. 1, 2007 – March 31, 2008	44,503	46,129	47,823	49,640	51,679	53,715
	Apr. 1, 2008 – March 31, 2009	45,727	47,398	49,138	51,005	53,100	55,192
	Apr. 1, 2009 – March 31, 2010	47,099	48,820	50,612	52,535	54,693	56,848
Communications, Organizing and Campaigns Officer	Apr. 1, 2006 – March 31, 2007	55,472	57,712	60,031	62,484	65,055	67,749
	Apr. 1, 2007 – March 31, 2008	56,997	59,299	61,682	64,202	66,844	69,612
	Apr. 1, 2008 – March 31, 2009	58,564	60,930	63,378	65,968	68,682	71,526
	Apr. 1, 2009 – March 31, 2010	60,321	62,758	65,279	67,947	70,743	73,672
Research Officer/ Employee Relations Officer/ ERO/Lawyer	Apr. 1, 2006 – March 31, 2007	58,898	61,286	63,818	66,408	69,250	72,317
	Apr. 1, 2007 – March 31, 2008	60,518	62,971	65,573	68,234	71,154	74,306
	Apr. 1, 2008 – March 31, 2009	62,182	64,703	67,376	70,110	73,111	76,349
	Apr. 1, 2009 – March 31, 2010	64,047	66,644	69,397	72,213	75,304	78,639

**SCHEDULE "B"**

**DEFERRED SALARY PLAN**

This Schedule "B" forms part of the new Deferred Salary Plan provisions in Article 35. I have read the terms and conditions of the Deferred Salary Plan, Article 35 and hereby agree to enter the Plan under the following terms and conditions:

(1) **Enrollment Date**

I wish to enroll in the Deferred Salary Plan commencing

\_\_\_\_\_.

(2) **Year of Leave**

I shall take my leave of absence from the P.E.I. Union of Public Sector Employees from

\_\_\_\_\_ to \_\_\_\_\_.

(3) **Financial Arrangements**

The financing of my participation in the Deferred Salary Plan shall be according to the following schedule:

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

Signed at Charlottetown this

of \_\_\_\_\_, **2007**

Public Sector Employees Staff Union

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Witness

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Witness

P.E.I. Union of Public Sector Employees

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Witness

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Witness